



AGENDA

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, November 21, 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. SEASIDE CITY NEWS BROADCAST OF UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS

7. PRESENTATIONS

A. 2024-2025 WATER ALLOCATION PROCESS MONTEREY PENINSULA WATER MANAGEMENT DISTRICT (MPWMD GENERAL MANAGER, DAVE STOLDT)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM NOVEMBER 7, 2024

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE THE PROCLAMATIONS OF THE RECIPIENTS OF THE THIRD CLASS OF THE SEASIDE STARS PROGRAM

RECOMMENDATION: Approve the proclamations awarded to The Bakewell Company, Lee Toler, Bobby Maxwell, Rev. Dr. Herbert Hoover Lusk, and Ewalker James, as the third class of the Seaside Stars program.

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM ORD TERRACE ELEMENTARY SCHOOL BASKETBALL SKILLS DEVELOPMENT PROGRAM FOR COSTS ASSOCIATED WITH WEEKLY BASKETBALL SESSIONS

RECOMMENDATION: Approve a request from Ord Terrace Elementary School Basketball Skills Development Program for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with weekly basketball sessions.

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM ORD TERRACE ELEMENTARY SCHOOL MUSIC PROGRAM FOR COSTS ASSOCIATED WITH A TRIP TO GREAT AMERICA FOR THEIR 6TH GRADE ORCHESTRA STUDENTS TO PARTICIPATE IN A MUSIC IN THE PARKS COMPETITION

RECOMMENDATION: Approve a request from Ord Terrace Elementary School Music Program for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with a trip to Great America for their 6th grade orchestra students to participate in a Music in the Parks competition.

E. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM GREATER VICTORY TEMPLE CHURCH OF GOD IN CHRIST TO HELP WITH COSTS ASSOCIATED FOR THEIR HOLIDAY MEAL AND TOY GIVEAWAY

RECOMMENDATION: Approve a request from Greater Victory Temple Church of God in Christ for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with their holiday meal and toy giveaway program.

F. ADOPT A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO BEN FRANKLIN CONSTRUCTION INC. FOR AN AMOUNT NOT TO EXCEED \$164,175.00 FOR THE SEASIDE FIRE STATION BEAM REPAIR PROJECT, AND DIRECT THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGETARY CHANGES

RECOMMENDATION: Adopt a resolution awarding a construction contract for an amount not to exceed \$164,175.00 to Ben Franklin Construction Inc., and direct the Finance Director to make the necessary budgetary changes for the Fire Station Beam Repair Project.

G. ADOPT A RESOLUTION AUTHORIZING CITY STAFF TO UTILIZE MULTIPLE ANNUAL ON CALL CONSTRUCTION CONTRACTS TO COMPLETE WORK BASED ON COMPETITIVELY BID PRICING SCHEDULES, AND DIRECT STAFF TO BID OUT GENERAL ENGINEERING AND GENERAL

BUILDING ON CALL CONTRACTS FOR MULTIPLE ON CALL CONTRACTORS FOR 2025

RECOMMENDATION: Adopt a resolution authorizing city staff to utilize multiple annual On Call construction contracts to complete work based on competitively bid pricing schedules, and direct staff to bid out general engineering and general building On Call contracts for multiple On Call contractors for 2025.

H. ADOPT A RESOLUTION APPROVING A \$250,000.00 BUDGET TRANSFER FROM THE FORA BLIGHT REMOVAL - SUBCONTRACTED WORK ACCOUNT TO THE FORA BLIGHT REMOVAL - CONSULTANT ACCOUNT AND APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC. FOR SOILS REMOVAL, ADDITIONAL TESTING AND REPORTING SERVICES FOR CAMPUS TOWN PHASE 1A FOR AN AMOUNT NOT TO EXCEED \$159,300.00 TO BE PAID FROM FORA DEMOLITION BONDS

RECOMMENDATION: Adopt a resolution approving a \$250,000.00 budget transfer from the FORA Blight Removal - Subcontracted Work account to the FORA Blight Removal - Consultant account and authorizing the City Manager to execute an amendment to the professional services agreement with Geosyntec Consultants, Inc. for supplemental soil sampling, soils removal and reporting services for Campus Town Phase 1A for an amount not to exceed \$159,300.00

I. ADOPT A RESOLUTION AMENDING THE SCOPE OF WORK FOR THE HILBY AVENUE TRAFFIC CALMING IMPROVEMENT PROJECT BETWEEN FREMONT BOULEVARD TO GENERAL JIM MOORE BOULEVARD AND APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX INC. TO PREPARE BID DOCUMENTS FOR THE AMENDED PROJECT SCOPE FOR AN AMOUNT NOT TO EXCEED \$16,310.00

RECOMMENDATION: Adopt a resolution amending the scope of work for a portion of the Hilby Avenue Traffic Calming Improvement Project between Fremont Boulevard and General Jim Moore Boulevard and authorizing the City Manager to execute an amendment to the professional services agreement with Parametrix Inc. to prepare bid documents for the amended project scope for an amount not to exceed \$16,310.00.

J. ADOPT A RESOLUTION APPROPRIATING \$20,200.00 FROM THE MEASURE X FUND BALANCE TO THE PAVEMENT MANAGEMENT PROGRAM ACCOUNT TO FUND THE PROGRAM UPDATE AND SOFTWARE ANNUAL SUBSCRIPTION

RECOMMENDATION: Adopt a resolution approving a budget amendment authorizing the Finance Director to appropriate \$20,200.00 from the Measure X Fund balance to the Pavement Management Program Account for the Program Update and software annual subscription.

K. ADOPT A RESOLUTION FOR THE ACCEPTANCE OF GRANT FUNDS FOR THE PROPOSITION 47 GRANT PROGRAM: SAFE NEIGHBORHOODS AND

SCHOOLS ACT THROUGH THE BOARD OF STATE AND COMMUNITY CORRECTIONS IN THE AMOUNT OF \$6,022,619.00 AND AUTHORIZE THE CITY MANAGER TO SIGN THE GRANT AGREEMENT AND MAKE A REQUEST FOR A BUDGET MODIFICATION PER COUNCIL DIRECTION

RECOMMENDATION: Adopt a resolution authorizing the acceptance of grant funds for the Proposition 47 grant program, and authorize the City Manager to sign the grant agreement.

9. PUBLIC HEARING

A. AN ORDINANCE TO MODIFY TITLE 19 OF THE SEASIDE MUNICIPAL CODE MODIFYING THE ALLOWABLE NUMBER OF CANNABIS DISPENSARIES AND MAKING OTHER CHANGES TO THE OPERATION AND SELECTION OF CANNABIS DISPENSARIES WITHIN THE CITY OF SEASIDE. THIS ITEM IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B) OF THE CEQA GUIDELINES (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION: Adopt an ordinance to modify title 19 of the Seaside Municipal Code modifying the allowable number of cannabis dispensaries and making other changes to the operation and selection of cannabis dispensaries within the City of Seaside.

B. AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 6.04 AND ADDING NEW SECTIONS 6.04.025, 6.04.155, 6.04.156, 6.04.157 AND 6.04.158 REQUIRING SPAY AND NEUTERING, CERTIFICATIONS FOR UNALTERED ANIMALS, BREEDING PERMITS AND VIOLATIONS (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION: Adopt an ordinance amending Seaside Municipal Code chapter 6.04 and adding new sections 6.04.025, 6.04.155, 6.04.156, 6.04.157 and 6.04.158 requiring spay and neutering, certification for unaltered animals, breeding permits and violations.

10. BUSINESS ITEMS

A. UPDATE ON PENDING CODE ENFORCEMENT ACTIONS AT THE SEABREEZE APARTMENTS

RECOMMENDATION: Recieve an update on the pending code enforcement actions at the Seabreeze Apartments.

B. REPORT ON POTENTIAL ELECTIONS OF MAYOR AND CITY COUNCIL BY DISTRICT

RECOMMENDATION: Accept the report.

C. RELEASE OF A REQUEST FOR PROPOSAL FOR THE DEVELOPMENT OF MAIN GATE PROPERTY (APN(S) 031-031-018-000, 031-041-011-000, AND 031-151-013-000) AND MAKING SURPLUS LAND ACT FINDINGS

RECOMMENDATION: Adopt a resolution authorizing the Interim City Manager to release a Request for Proposals for development of the Main Gate property and declaring the "Main Gate" property, APN(s) 031-031-018-000, 031-041-011-000, and 031-151-013-000 less the 5-acres for the Courthouse, as "exempt surplus land" in accordance with the Surplus Land Act, Government Code Section 54220

D. APPROVAL OF PROJECTS WITHIN THE NEIGHBORHOOD IMPROVEMENT COMMISSION'S ANNUAL WORK PLAN RECOMMENDATIONS FOR FISCAL YEAR 24-25

RECOMMENDATION: Provide direction to staff on which projects to move forward with that have been recommended in the Neighborhood Improvement Commission FY2024-2025 annual work plan.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

1. PLAN FOR FIREWORKS ENFORCEMENT FOR NEW YEAR'S EVE 2024 (PACHECO)
2. ILLEGAL FIREWORKS CITATIONS ISSUED IN JULY 2024 (PACHECO)

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

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

13. CLOSED SESSION

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

A. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE SECTION 54957

Position: City Manager Recruitment

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

Property: 1591 Del Monte Avenue, Seaside CA 93955.

Agency Negotiators: City Manager, et. al

Negotiating Parties: Shido Kazuma Trust through their Agent Paramount Properties 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: 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

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

Property: A portion of 1271 Canyon Del Rey Boulevard, Seaside California

Agency Negotiators: City Manager, et. al

Negotiating Parties: Palenke Arts by and through Juan Sanchez and City of Seaside

Under Negotiation: Price, terms of payment or both

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

Two Matters of Potential Litigation

14. ADJOURNMENT

Next Regularly Scheduled Meeting:

December 5, 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, November 7, 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. The pledge was led by Council/Agency Member Miller.

4. REVIEW OF AGENDA

Item 7F was removed from the agenda as the application was withdrawn by the applicant.

5. PUBLIC COMMENT

Bobby Maxwell, Robert Daniels, Lynda Cunningham, Ray Riordian, Daja Robinson, Francisca, Spanish Speaker, Peter Kaiser, Luis Chajuares (sp?), Rosalyn Green, Jonathan Amandi, Lucy Aarons,

6. PUBLIC AGENCY COMMUNICATIONS

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

The following announcements were shared:

- The Central California Small Business Development Center, in a collaboration with Nurture, has created a 12-week Childcare Business Program. Along with free online training, the course offers business advising services, and a \$1000 start-up grant upon completion! To learn more about this exciting program, visit bit.ly/smallbizchildcare.
- On Thursday, November 21st, the Seaside Older Adults Program presents this year's Thanksgiving Dance at Oldemeyer Center, with entertainment provided by Silvertrain! Doors Open at 10:30, with Lunch served at 11:30, and Dancing begins at 12:30. The fee for this event is 4 dollars for Lunch AND dancing, and 2 dollars

for JUST dancing. For more information, call (831) 899-6809.

- In advance of this year's rainy season, the City of Seaside has set up two sandbag filling stations for residents. The first filling station is located at the Seaside Fire Station at 1635 Broadway Avenue, behind the station at the Broadway entrance. The second station is in the empty lot on Canyon Del Rey, between Chili's Restaurant and Laguna Grande Park. Residents may take up to 10 sandbags per household. Due to possible weather conditions and staff dispatching, city staff may not be available to assist in filling sandbags. For more information, contact the Public Works Department at (831) 899-6835 or at pwinfo@ci.seaside.ca.us.
- The Friends of Seaside Parks Association is having several workdays all over the city this November. Due to ongoing construction at Lincoln Cunningham Park, the work day for November 9th has been moved to Martin Park. For more information, including future dates and locations, visit FriendsOfSeasideParks.org.
- On Saturday, November 16th, the City of Seaside is proud to present its Third Annual Seaside Stars Unveiling Ceremony! From 12:30-2:30, in front of 656 Broadway Avenue, come celebrate this year's Honorees: Ewalker James, Reverend Doctor Hoover Lusk Sr., Lee Toler, Bobby Maxwell, and The Bakewell Company.
- ReGen Monterey is excited to announce a Grant Funding Opportunity for the SB1383 Edible Food Recovery Program. These grants are intended to expand and enhance edible food recovery programs at food rescue organizations and services throughout the County. Organizations, businesses, or public entities that collect, generate, and distribute food to those in need can learn more about this exciting program on the bulletin board at REGENMONTEREY.ORG.
- Attention Seaside Pet Owners! On Saturday, November 23rd, The City of Seaside sponsors a Mobile Spay and Neuter Clinic providing low-cost services for underserved communities. This is an appointment-only event, so call or text (925) 967-1001, or visit SNIPBUS.ORG for more information.
- Monterey Peninsula Engineering has begun constructing the Storm Drain Grate Upgrade Project Phase 2 for the City of Seaside. This project includes replacing 69 existing damaged or non-compliant storm grates with new bicycle-compliant ones. During construction, traffic and pedestrian control may be in place for public safety. For project updates, visit the Construction Updates page of the City's website.
- Marina Landscape Incorporated has begun the construction of the Fremont Medians Renovation Project for the City of Seaside! The project construction will include gravel, mulch, planting, and irrigation improvements to the existing medians on Fremont Boulevard from Kimball Avenue to the Monterey Road/Highway 1 intersection. Traffic and pedestrian control may be in place for public safety. For project updates, visit the Construction Updates page of the City's website.
- The next Movies in the Park event is coming up at Laguna Grande Park on November 15th at 6 PM! Head over to the City of Seaside Recreation's account on either Facebook or Instagram to cast your vote for one of the following: Wonka, Spider-Man: Across the Spider-Verse, or The Garfield Movie. Make your voice heard! We'll see you out under the stars!

7. **CONSENT AGENDA**

Item 7F was removed from the agenda as the application was withdrawn by the applicant.

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

Public Comment: Bobby Maxwell

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM OCTOBER 3, 2024

ACTION: APPROVED

B. APPROVE A PROCLAMATION RECOGNIZING NOVEMBER 11, 2024, AS VETERANS DAY

ACTION: APPROVED

C. APPROVE A PROCLAMATION RECOGNIZING NOVEMBER 4-11, 2024 IN SUPPORT OF OPERATION GREEN LIGHT FOR VETERANS

ACTION: APPROVED

D. APPROVE A PROCLAMATION RECOGNIZING NOVEMBER AS NATIVE AMERICAN HERITAGE MONTH

ACTION: APPROVED

E. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000 FROM COMMUNITY PARTNERSHIP FOR YOUTH (CPY) FOR THEIR FALL VISUAL AND PERFORMING ARTS ACADEMY

ACTION: APPROVED

F. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000 FROM SEASIDE HIGH SCHOOL BOYS AND GIRLS SWIM TEAM FOR EQUIPMENT AND UNIFORM COSTS

This item was removed from the agenda as the application was withdrawn by the applicant.

G. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000 FROM MARTIN LUTHER KING JR. SCHOOL OF THE ARTS FOR THEIR AFTER-SCHOOL SPORTS AND EXTENDED LEARNING ACTIVITIES

ACTION: APPROVED

H. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000 FROM ACTION COUNCIL - BUILDING HEALTHY COMMUNITIES FOR THEIR "WELLNESS WEDNESDAY" PROGRAM THAT WILL FUND STUDENTS TO ATTEND A COLLEGE TOUR

ACTION: APPROVED

I. APPROVE CO-SPONSORSHIP AND FEE WAIVER FROM ACTION COUNCIL - BUILDING HEALTHY COMMUNITIES "SEASIDE RISING" PROGRAM FOR COSTS ASSOCIATED WITH THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR YOUTH SUMMIT ON DECEMBER 21, 2024

ACTION: APPROVED

J. APPROVE CO-SPONSORSHIP AND FEE WAIVER FROM ACTION COUNCIL - BUILDING HEALTHY COMMUNITIES "MONTEREY COUNTY BLACK CAUCUS" FOR COSTS ASSOCIATED WITH THE 2025 MARTIN LUTHER KING, JR. MARCH AND PROGRAM AT THE OLDEMEYER CENTER

ACTION: APPROVED

K. APPROVE APPOINTMENTS THE ART AND HISTORY COMMISSION

ACTION: APPROVED & APPOINTED ROBERT DANIELS AND KEYLIN FIGUEROA.

L. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATION TO APPROVE THE ADDITION OF A SECOND DRIVEWAY APPROACH AT 1476 MILITARY AVENUE

ACTION: APPROVED

M. ADOPT A RESOLUTION APPROVING \$202,464.29 FOR THE PURCHASE OF A BUCKET TRUCK FROM CUSTOM TRUCK & EQUIPMENT FOR USE BY THE PUBLIC WORKS MAINTENANCE AND UTILITIES DIVISION

ACTION: ADOPTED RESO #24-133

N. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS FOR ADDITIONAL DESIGN SERVICES FOR THE LINCOLN CUNNINGHAM ARTERIAL TRAIL PROJECT FOR AN AMOUNT NOT TO EXCEED \$100,470.00 WHICH WILL BE FUNDING WITH BUDGET SAVINGS FROM THE PHASE ONE ARTERIAL TRAILS CONSTRUCTION PROJECT.

ACTION: ADOPTED RESO #24-134

- O. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX INC. FOR ADDITIONAL ACCESSIBILITY DESIGN SERVICES FOR SAN PABLO AVENUE TRAFFIC CALMING PROJECT FOR AN AMOUNT NOT TO EXCEED \$45,610.00**

ACTION: ADOPTED RESO #24-135

- P. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC. FOR ADDITIONAL SERVICES TO COMPLETE THE 2025-2029 CONSOLIDATED PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR AN AMOUNT NOT TO EXCEED \$23,000.00**

ACTION: ADOPTED RESO #24-136

- Q. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH JEA & ASSOCIATES FOR LOBBYIST AND ADVOCACY SERVICES FOR AN AMOUNT NOT TO EXCEED \$59,500.00**

ACTION: ADOPTED RESO #24-137

- R. ADOPT A RESOLUTION AUTHORIZING AMENDING THE LANDSCAPE ACCESS AND MAINTENANCE EASEMENT AGREEMENT WITH SHEA HOMES LP FOR ENCLAVE PHASE 3**

ACTION: ADOPTED RESO #24-138

8. PUBLIC HEARING

- A. AN ORDINANCE TO MODIFY TITLE 19 OF THE SEASIDE MUNICIPAL CODE MODIFYING THE ALLOWABLE NUMBER OF CANNABIS DISPENSARIES AND MAKING OTHER CHANGES TO THE OPERATION AND SELECTION OF CANNABIS DISPENSARIES WITHIN THE CITY OF SEASIDE. THIS ITEM IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(b) OF THE CEQA GUIDELINES. (FIRST READING - ROLL CALL VOTE)**

Andy Myrick, Community & Economic Development Planning Manager, provided a presentation that reviewed the regulations governing the establishment and operation of cannabis dispensaries. The modification allows 3 dispensaries to operate in the city, and that would be achieved through attrition.

Public Comment: Lynda Cunningham, Bobby Maxwell, Ray Riordian, Karla Lobo

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks, and carried by the following vote, the City Council/Successor Agency moved to approve the first reading of the ordinance to modify Title 19 of the Seaside Municipal Code.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: 2ND READING AT NOVEMBER 21, 2024 MEETING

B. AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 6.04 AND ADDING NEW SECTIONS 6.04.025, 6.04.155, 6.04.156, 6.04.157 AND 6.04.158 REQUIRING SPAY AND NEUTERING, CERTIFICATIONS FOR UNALTERED ANIMALS, BREEDING PERMITS AND VIOLATIONS (FIRST READING - ROLL CALL VOTE)

Police Chief Nick Borges and Animal Control Officer Alex Kjellgren, provided a presentation that reviewed the issues the City is facing as it relates to high number of cats and dogs that bred irresponsibility, and the fiscal impacts.

Public Comment: Nadia, Nicole Johnson, Bobby Maxwell, Lynda Cunningham, Lucy Aarons, Dennis Alexander, Catherine Crockett, Dr. from SNIP, Paula, Lora James, Kathy Shram, Joe Cubbage, Susan Schiavone, Karla Lobo, Mary Callagy, Ronnie Martin

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the first reading of the ordinance amending SMC 6.04, and add sections requiring spay and neutering, certifications for unaltered animals, breeding permits and violations.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: 2ND READING AT NOVEMBER 21, 2024 MEETING

9. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING THE UPDATED CITY OF SEASIDE EMERGENCY OPERATIONS PLAN

Fire Chief Mary Gutierrez provided a presentation that reviewed the City's operation plan, the Emergency Disaster Council, the Emergency Operations Center, the Local Hazard Mitigation Plan, and the Emergency Operations Checklist.

Public Comment: Karla Lobo

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Miller and carried by the following vote, the City Council/Successor Agency moved to approve the updated emergency operations plan.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #24-139

B. UPDATE ON WATER ALLOCATION FOR ACCESSORY DWELLING UNITS

Andy Myrick, Community & Economic Development Planning Manager, provided a presentation that reviewed the allocation of water for ADUs.

Public Comment: Peter Kaiser, Rudy Zukia, Karla Lobo

This item was for information only.

C. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF BROADWAY AVENUE FROM HILLSDALE TO ALHAMBRA STREETS FOR THE SEASIDE STARS 3RD ANNUAL UNVEILING EVENT ON SATURDAY, NOVEMBER 16, 2024

Dan Meewis, Recreation Director, provided a presentation about the closure of Hillsdale to Alhambra Streets for the Seaside Stars event.

Public Comment: Karla Lobo

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Burks, and carried by the following vote, the City Council/Successor Agency moved to authorize the closure of Broadway Ave from Hillsdale to Alhambra Streets for the Seaside Stars event on November 16.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #24-140

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Status of citations issued for illegal fireworks in July 2024 (Pacheco)
2. Plan for enforcement of illegal fireworks for New Year's Eve 2024 (Pacheco)
3. Further publicize construction updates, notices on social media and other platforms (Garcia-Arrazola)

B. FOLLOW UP ON PREVIOUS REQUESTS

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

Reports provided.

12. CLOSED SESSION

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

Public Comment: Karla Lobo

A. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE SECTION 54957

Position: City Manager Recruitment

No report.

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

Property: Approximately 4.6 acres located between Col. Durham and Gigling to the north and south and 6th Avenue to the East.

Agency Negotiators: City Manager, et. al

Negotiating Parties: Fort Ord Hostel Society and City of Seaside

Under Negotiation: Price, terms of payment or both

No report.

C. 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.

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

Two Matters of Potential Litigation

No report.

13. ADJOURNMENT

With no further business, the meeting adjourned at 10:26 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: November 21, 2024

**SUBJECT: APPROVE THE PROCLAMATIONS OF THE RECIPIENTS OF THE
THIRD CLASS OF THE SEASIDE STARS PROGRAM**

RECOMMENDATION

Approve the proclamations awarded to The Bakewell Company, Lee Toler, Bobby Maxwell, Rev. Dr. Herbert Hoover Lusk, and Ewalker James, as the third class of the Seaside Stars program.

BACKGROUND

On February 3, 2022, the City Council approved the Seaside Stars policy to honor local Seaside residents and community members that have had a significant impact on the City.

On February 11, 2023, the City hosted the inaugural ribbon cutting, induction, and unveiling ceremony for the first class of honorees. The first class recognized six honorees of the Seaside community.

On March 16, 2024, the City hosted the second induction and unveiling ceremony. This ceremony recognized seven honorees. There was also an unveiling of the redesigned stars.

On November 16, 2024, the City hosted the third induction and unveiling ceremony, which saw five honorees being recognized. Those individuals were Bobby Maxwell, Lee Toler, Ewalker James, Rev. Dr. Herbert Hoover Lusk Sr., and the Bakewell Company.

FISCAL IMPACT

No fiscal impact with this item.

ATTACHMENTS

1. Bakewell Company Proclamation
 2. Bobby Maxwell Proclamation
 3. EwalkerJames Proclamation
 4. Lee Toler Proclamation
 5. Reverend H.H. Lusk Proclamation
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

City of Seaside PROCLAMATION



In Recognition of **Bakewell Company**

WHEREAS, *Seaside wants to commemorate a longstanding and vital developer, Bakewell Company, under the leadership of father and son team, Danny Sr. and Danny Jr. Bakewell for their unwavering dedication to the our community through impactful projects and charitable contributions; and*

WHEREAS, *Bakewell Company has shown success in providing housing for local community members of Seaside after the completion of the first major housing developing post the closing of Fort Ord within the 1990's; and*

WHEREAS, *the Bakewell Company then incorporated their company's motto of 'Doing Good and Doing well at the Same Time' through supporting partnerships with local organizations and volunteer groups; and*

WHEREAS, *during this time, the Bakewell Company contributed to the development of Seaside as they continue to establish residential and business operations with the growth of the campus town; and*

WHEREAS, *in addition to their work for the City, Bakewell Company has advocated on behalf of obtaining opportunities by designating funding for schools, sports, organizations, churches, and social movements within our community; and*

WHEREAS, *The Bakewell Company has unveiled the possibilities of Seaside by ensuring they are more than a developer through involvement within the community with their generous donations.*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, and residents, honor and recognize The Bakewell Company for their exemplary contributions and dedicated service to the City of Seaside.*

Ian N. Oglesby, Mayor

City of Seaside PROCLAMATION



In Recognition of **Bobby Maxwell**

WHEREAS, Seaside wants to honor a dedicated community member and longstanding resident, Bobby Maxwell; and

WHEREAS, Maxwell, a dedicated and passionate advocate for the Seaside community, has devoted his time, skills, and leadership to improving the lives of youth, seniors, and families through his extensive volunteer work and service; and

WHEREAS, Maxwell was born on February 5, 1954, in Monterey, California. He has spent his life giving back to the community and his commitment to public service and volunteerism has touched countless lives in Seaside and beyond; and

WHEREAS, Maxwell has played a critical role in mentoring and empowering youth through his leadership as President of the Police Activities League (PAL) and his involvement with Seaside Youth Football, the Seaside Stars, and countless other organizations dedicated to youth development and sports; and

WHEREAS, Maxwell's service as a community member extends beyond youth sports as he advocated for Team in Training, Leukemia and Lymphoma Society where he eventually became a mentor and team captain for the organization to fundraise millions of dollars for research; and

WHEREAS, Maxwell's leadership and service have extended to his work on the Seaside Recreation and Park Commission, the Seaside Youth Violence Prevention Task Force, and as Vice President of the Seaside Raiders Youth Football and Cheer Organization, where he continues to create opportunities for young people to thrive; and

WHEREAS, Maxwell unwavering commitment to the Seaside community is a shining example of selflessness, service, and leadership, and his contributions have made a lasting impact on the lives of generations of Seaside residents.

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, and residents, honor and recognize Bobby Maxwell for his exemplary contributions and dedicated service to the City of Seaside.

Ian N. Oglesby, Mayor

City of Seaside PROCLAMATION



In Recognition of **Ewalker James**

WHEREAS, *Ewalker James was a valued resident of Seaside since 1971, and his dedication to improving the community has had a profound and lasting impact on the city and its residents; and*

WHEREAS, *Mr. James retires from the United States Army after serving at Fort Ord, and following his military service, he devoted much of his time to the betterment of Seaside, particularly through his work with local youth, seniors, and military veterans; and*

WHEREAS, *in recognition of his exceptional civic contributions, Mr. James was honored as Seaside's 'Man of the Year (Citizen),' a testament to his tireless efforts to improve the social, economic, and cultural fabric of the community; and*

WHEREAS, *Mr. James was a recipient of the prestigious Monterey Peninsula Jefferson's Award, acknowledging his lifelong commitment to public service and his role in positively shaping the city's reputation and growth; and*

WHEREAS, *Mr. James demonstrated outstanding leadership through his work with the Retired Men's Social Club for Veterans, the Citizens League for Progress, Seaside Cultural Arts, and the Monterey County Overall Economic Development Committee, where his vision and guidance helped foster unity, growth, and cultural enrichment for the community; and*

WHEREAS, *as a Director of the Monterey Jazz Festival, Mr. James played an instrumental role in advancing the cultural landscape of the region, contributing to the success of one of the area's most cherished events.*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, and residents, honor and recognize Ewalker James for his exemplary contributions and dedicated service to the City of Seaside.*

Ian N. Oglesby, Mayor

City of Seaside PROCLAMATION



In Recognition of **Lee Toler**

WHEREAS, Lee Toler was a deeply respected and influential member of the Seaside community, widely recognized for his founding and leadership of Young Adults for Action (YAFA), an organization that provided critical support and resources for at-risk youth and former inmates; and

WHEREAS, in the 1960's, Mr. Toler established YAFA with the mission of offering counseling services, educational opportunities, and job placements to those who had been incarcerated, struggling with addiction, or otherwise facing challenging life circumstances; and

WHEREAS, Mr. Toler devoted over 40 years of his life to mentoring and advising youth in Seaside, and offering a path toward redemption through drug and alcohol rehabilitation, education, and employment opportunities; and

WHEREAS, Mr. Toler's efforts extended far beyond Seaside, logging over 40,000 miles a year traveling throughout California to provide support to incarcerated individuals, probation offices, recovery centers, and jails, always in search of ways to help youth reclaim their lives; and

WHEREAS, due to his creative and successful approaches to addressing challenging social issues, Mr. Toler was honored with the first-ever Governor's Award for Creative Citizenship by Governor Ronald Reagan, recognizing his innovative work in social justice, rehabilitation, and community building; and

WHEREAS, Mr. Toler's contributions have had a lasting and positive impact on the lives of countless individuals, offering second chances, fostering personal growth, and helping to transform the lives of at-risk youth and former inmates across California.

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, and residents, honor and recognize Lee Toler for his exemplary contributions and dedicated service to the City of Seaside.

Ian N. Oglesby, Mayor

City of Seaside PROCLAMATION



In Recognition of

Dr. Reverend Herbert Hoover Lusk, Sr.

WHEREAS, Dr. Reverend Herbert Hoover Lusk, Sr., a native of Memphis, Tennessee, has been a dedicated minister, community organizer, and advocate for social justice and community development within the City of Seaside for over six decades; and

WHEREAS, Dr. Reverend H. H. Lusk, Sr., was deeply involved in the civic, social, and humanitarian life of Seaside, providing spiritual and practical leadership to countless individuals and organizations, and working tirelessly to improve the quality of life for residents through both his church and community service; and

WHEREAS, Dr. Reverend H. H. Lusk, Sr., founded Operation Shoestrings, a childcare center in Seaside that successfully provided a safe and nurturing environment for children, exemplifying his commitment to the well-being of young people and their families; and

WHEREAS, Dr. Reverend H. H. Lusk, Sr., visionary leadership and spiritual guidance were instrumental in the development of Seaside, playing a key role in the creation of key local landmarks, including Embassy Suites, In-N-Out Burger, Chili's, and Seaside Highland; and

WHEREAS, as Pastor of the Bethel Missionary Baptist Church in Seaside since 1961, Dr. Reverend H. H. Lusk, Sr., devoted over three decades to the spiritual and educational growth of the community, organizing both church educational programs and a daycare program that nurtured and supported families; and

WHEREAS, Dr. Reverend H. H. Lusk, Sr., extraordinary leadership was formally recognized when he received the prestigious Stephen E. Ross Award from the Monterey Peninsula Branch of the National Association for the Advancement of Colored People (NAACP), acknowledging his contributions to civil rights, community development, and social justice; and

WHEREAS, in 1993, Dr. Reverend H. H. Lusk, Sr., was invited by President Nelson Mandela to participate in the first African American National Conference, further underscoring his national and international influence as a spiritual and community leader; and

WHEREAS, Dr. Reverend H.H. Lusk, Sr., unwavering commitment to faith, community, and social justice has left an indelible legacy in Seaside, where he is remembered not only for his role as a minister but also for his profound impact on the growth and development of the city, its people, and its institutions.

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, and residents, honor and recognize Dr. Reverend Herbert Hoover Lusk Sr. for his exemplary contributions and dedicated service to the City of Seaside.

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: November 21, 2024

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM ORD TERRACE ELEMENTARY SCHOOL BASKETBALL SKILLS DEVELOPMENT PROGRAM FOR COSTS ASSOCIATED WITH WEEKLY BASKETBALL SESSIONS

RECOMMENDATION

Approve a request from Ord Terrace Elementary School Basketball Skills Development Program for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with weekly basketball sessions.

BACKGROUND

Ord Terrace Basketball Skills Development Program is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with the weekly basketball sessions that are offered to their students. Ord Terrace has partnered with Watsonville Yoga. Coach Frank Horst from Watsonville Yoga provides weekly basketball sessions, designed to introduce and develop fundamental basketball skills among students at Ord Terrace. Each session lasts approximately fifty minutes and accommodates a maximum of twenty students to ensure focused instruction and individualized attention. Students learn and practice key basketball skills like dribbling, passing, shooting and basketball positions. Students will gain foundational knowledge of basketball, improve coordination and motor skills, and learn teamwork principles. The sessions are designed to build confidence and promote fitness.

Ord Terrace Basketball Skills Development Program is moving towards a paperless system by using digital sign-ups and communications for program registration and updates. They provide and promote using reusable water bottles and to recycle. Their students help clean up outside before starting basketball lessons.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. This is the first time that Ord Terrace Basketball Skills Development Program is requesting a donation.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance is the Mayor's Youth Fund account (601-2106) is \$56,864.61. If the City Council approves this request, the balance will decrease to \$53,864.61. 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. MYF Ord Terrace Elementary School - Basketball 2024
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

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

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...>
Date: 11/7/2024 2:00 PM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

Purpose

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

Eligible Applications

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

Submittal of Contribution Requests

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

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

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

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

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

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

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

Evaluation Process & Criteria

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

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

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

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

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

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

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

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

Contribution Limits

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

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

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

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

Payment Process

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

Funding Requirements

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

Individual Requests

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

Name of Organization	Ord Terrace - MPUSD
Name	Chantelle Cafferata
Email Address	ccafferata@mpusd.k12.ca.us
Address	1755 La Salle Ave
City	Seaside
State	CA
Zip Code	93955
Phone Number	408-391-8688
Additional Phone Number	Field not completed.
Percentage of Residents or Students of Seaside	100%

Number of Participants	40
Ages of Participants	8 - 12
Criteria	
Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:	Athletic
Are you funding a reward for one of these activities?	No
Description of event, activity or program funding pertains to:	Scope of Work Partner: Watsonville Yoga with Coach Frank Horst Program: Basketball Skills Development Days: Wednesdays Times: 1:00 PM – 2:50 PM Location: Ord Terrace School Description of Services: Watsonville Yoga will provide weekly basketball sessions on Wednesdays, designed to introduce and develop fundamental basketball skills among students at Ord Terrace. Watsonville Yoga is a company that operates independently from the City of Watsonville. While the owner is based in Watsonville, they have teachers located across the Monterey Peninsula, and they frequently travel to school sites in Seaside and surrounding areas to provide services. So, this isn't a city-sponsored program; it's a private company we've partnered with to bring yoga and Zumba to our students. The program will operate as follows: Sessions and Duration: Two basketball sessions will be held each Wednesday. Each session will last approximately 50 minutes. Group Size: Each session will accommodate a maximum of 20 students to ensure focused instruction and individualized attention. Skill Development Focus: Students will learn and practice key basketball skills, including: Dribbling: Techniques for ball control and movement on the court.

Passing: Skills to enhance teamwork and accuracy.
 Shooting: Basic techniques for scoring, including form and precision.
 Basketball Positions: Introduction to roles and responsibilities of different positions on the court.

Learning Outcomes:
 Students will gain foundational knowledge of basketball, improve coordination and motor skills, and learn teamwork principles. The sessions are designed to build confidence and promote physical fitness.

Attach Additional Information as Necessary [MPUSD Tax Exempt Status.pdf](#)

Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:

As part of our commitment to sustainability, the basketball program at Ord Terrace, in partnership with Watsonville Yoga, will implement eco-friendly practices to minimize waste and reduce our carbon footprint. Our green goals include:

- Moving towards a paperless system by using digital sign-ups and communications for program registration and updates.
- Encouraging students and families to access schedules, announcements, and program materials online to reduce the need for printed materials.
- Providing and promoting the use of reusable water bottles to reduce single-use plastic waste.
- Exploring the use of reusable or recyclable materials for any equipment and supplies needed.
- Adding a pre-lesson activity where each child will pick up one piece of trash outside and put it in the garbage can before starting basketball lessons, promoting environmental responsibility.

Our goal is to set an example for students, showing how small actions can contribute to a more sustainable future. Through this initiative, we're working towards not only building basketball skills but also instilling values of environmental stewardship.

What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?

At this time, we do not have other fundraising activities or supplemental funding sources in place to support this program. However, we are actively seeking funding opportunities to ensure that this program can operate fully and sustainably. Any assistance provided through this request will go directly toward enabling students to benefit from a structured and enriching basketball skills program, which also promotes physical activity, teamwork, and environmental responsibility.

Total Amount Requested: I am seeking \$3,000 to fund this basketball program. This funding will go directly toward compensating the coach, who will lead two sessions each Wednesday to help students develop key basketball skills and foster a commitment to physical fitness and teamwork.

Electronic Signature Agreement I agree.

Electronic Signature Chantelle Cafferata

Date 11/7/2024

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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: November 21, 2024

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM ORD TERRACE ELEMENTARY SCHOOL MUSIC PROGRAM FOR COSTS ASSOCIATED WITH A TRIP TO GREAT AMERICA FOR THEIR 6TH GRADE ORCHESTRA STUDENTS TO PARTICIPATE IN A MUSIC IN THE PARKS COMPETITION

RECOMMENDATION

Approve a request from Ord Terrace Elementary School Music Program for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with a trip to Great America for their 6th grade orchestra students to participate in a Music in the Parks competition.

BACKGROUND

Ord Terrace Music Program is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with a trip to Great America for their talented 6th grade orchestra students to participate in the renowned Music in the Parks competition. The students will have the opportunity to perform in front of an audience and receive feedback from a judge on how to enhance their musical skills. The experience will not only help them improve their performance, but also encourage them to practice and grow as musicians.

The students will carpool by bus to reduce emissions and travel efficiently to the venue. They will bring reusable water bottles to cut down on single-use plastics. They also participate in school clean-ups on the grass field, and recycle any bottles and cans left behind.

Based on the information provided in the application, the request meets the criteria for

the Mayor's Youth Fund Policy. This is the first time that Ord Terrance Music Program has requested a donation.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance is the Mayor's Youth Fund account (601-2106) is \$53,864.61. If the City Council approves this request, the balance will decrease to \$50,864.61. 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. MYF Ord Terrance Elementary School - Music 2024
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

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

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...
Date: 11/7/2024 1:42 PM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

Purpose

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

Eligible Applications

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

Submittal of Contribution Requests

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

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

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

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

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

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

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

Evaluation Process & Criteria

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

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

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

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

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

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

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

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

Contribution Limits

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

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

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

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

Payment Process

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

Funding Requirements

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

Individual Requests

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

Name of Organization	Ord Terrace
Name	Katherine Boerger
Email Address	kboerger@mpusd.k12.ca.us
Address	1755 La Salle Ave
City	Seaside
State	CA
Zip Code	93955
Phone Number	831-392-3922
Additional Phone Number	Field not completed.
Percentage of Residents or Students of Seaside	100%

Number of Participants	21 - 22
Ages of Participants	11 - 12
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:	Music
Are you funding a reward for one of these activities?	No
Description of event, activity or program funding pertains to:	Our talented 6th-grade orchestra students are gearing up for an exciting experience at Great America, where they'll participate in the renowned Music in the Parks competition! There, they'll have the opportunity to perform in front of an audience and receive feedback from a judge on how to enhance their musical skills. This experience will not only help them improve their performance but also encourage them to practice and grow as musicians.
Attach Additional Information as Necessary	MPUSD Tax Exempt Status.pdf
Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:	In line with our commitment to sustainability and environmental responsibility, the 6th-grade orchestra students will: -Carpool by bus to reduce emissions and travel efficiently to the venue. -Use digital communication to minimize paper waste and lower our environmental impact. -Bring reusable water bottles to cut down on single-use plastics. -Engage in a school clean-up on the grass field, if funding is received, to help beautify our campus and promote a greener environment. These steps support our goal of making this event as eco-friendly as possible while fostering a sense of environmental stewardship among students.
What other fundraising activities are you participating in to fund your event, program or activity and what other funding	Currently, I am organizing a food sale at our movie night on 11/15 to raise funds for our students.

sources will supplement your request?

Total Amount Requested: The funding will cover the following expenses: entry fees for all students to participate in the competition, meals while at Music in the Parks, and transportation to and from the venue. I am hoping to secure \$3,000 in funding for this event. Here's the breakdown:

\$2000 to cover entry fees for all students to participate in Music in the Park and meals at the park, so we don't need to ask families for additional financial support.

\$1,000 for transportation to and from the venue.

Electronic Signature Agreement

I agree.

Electronic Signature

Katherine Boerger

Date

11/7/2024

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CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: November 21, 2024

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM GREATER VICTORY TEMPLE CHURCH OF GOD IN CHRIST TO HELP WITH COSTS ASSOCIATED FOR THEIR HOLIDAY MEAL AND TOY GIVEAWAY

RECOMMENDATION

Approve a request from Greater Victory Temple Church of God in Christ for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with their holiday meal and toy giveaway program.

BACKGROUND

Greater Victory Temple Church of God in Christ (COGIC) is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to help assist with the costs associated with their holiday meal and toy giveaway program. This free community event is open to all children and families in the community and has been an annual tradition for Great Victory Temple COGIC to host. This year they are expecting over four hundred attendees. Greater Victory Temple COGIC has also received donations from The Bakewell Company, Emmanuel COGIC, and Colonel Al Glover for this event. Even with these donations, the applicant wants to make sure they are able to meet the growing needs of the community with the rising cost of food and toys.

Greater Victory Temple COGIC will have onsite recycling bins and will ensure that all recyclables are properly separated and placed in the appropriate bins. They will also ensure that all leftover food is also properly placed in a compostable Greenwaste container to help maintain a clean and healthy environment.

Based on the information provided in the application, the request meets the criteria for

the Mayor's Youth Fund Policy. Greater Victory Temple last received funding on May 3, 2023, and they submitted their closing report in the required 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 \$50,864.61. If the City Council approves this request, the balance will decrease to \$47,864.61. 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. 501(c)(3) Greater Victory Temple Church of God
2. MYF Request GVTC

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager



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

GREATER VICTORY TEMPLE CHURCH OF GOD
IN CHRIST INC
C/O RONALD BRITT
1620 BROADWAY AVE
SEASIDE, CA 93955

Date:
02/09/2021
Employer ID number:
77-0333113
Person to contact:
Name: Sheila M Robinson
ID number: 31220
Telephone: (877)829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(i)
Form 990 / 990-EZ / 990-N required:
No
Effective date of exemption:
March 20, 1974
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053674001800

Dear Applicant:

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

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

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

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

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

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

Daniel Meewis - Online Form Submittal: Mayor Youth's Contribution Request

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...
Date: 11/14/2024 1:33 PM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

Purpose

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

Eligible Applications

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

Submittal of Contribution Requests

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

- *Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.*
- *Description of other methods being used to raise funds and/or other contributors.*
- *An explanation of how the group, activity, or event will benefit Seaside youth.*
- *Written description of how the use of the funds will be specifically used for youth group activities/events and has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.*

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

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

Evaluation Process & Criteria

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

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

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

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

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

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

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

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

Contribution Limits

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

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

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

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

Payment Process

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

Funding Requirements

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

Individual Requests

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

Name of Organization	Greater Victory Temple COGIC
Name	Ayana Hayes
Email Address	ayana@gvt.comcastbiz.net
Address	1620 Broadway Ave / PO Box 1070
City	Seaside
State	Ca
Zip Code	93955
Phone Number	8313942774
Additional Phone Number	8316013454
Percentage of Residents or Students of Seaside	80%
Number of Participants	400
Ages of Participants	0-18

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:	Environmental
Are you funding a reward for one of these activities?	Yes
Description of event, activity or program funding pertains to:	We're hosting a Community Children's Christmas Toy Giveaway where we will be providing meals to the children and families who attend. We're expecting approximately 400+ attendees.
Attach Additional Information as Necessary	<i>Field not completed.</i>
Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:	Funds will help with increased costs on food and ensure that we are able to provide meals for all children and families in the community. We have onsite recycling bins and will ensure that all recyclables are properly separated and placed in their rightful bins, as well as ensure that leftover food will be properly disposed of in food waste bins to maintain a clean and healthy environment.
What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?	Donations from Danny Bakewell, Greater Victory Temple COGIC, Emmanuel COGIC and Mr. Glover
Total Amount Requested:	\$3,000
Electronic Signature Agreement	I agree.
Electronic Signature	Ayana Hayes
Date	11/14/2024

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CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Andreas Baer, Senior Engineer

DATE: November 21, 2024

SUBJECT: ADOPT A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO BEN FRANKLIN CONSTRUCTION INC. FOR AN AMOUNT NOT TO EXCEED \$164,175.00 FOR THE SEASIDE FIRE STATION BEAM REPAIR PROJECT, AND DIRECT THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGETARY CHANGES

RECOMMENDATION

Adopt a resolution awarding a construction contract for an amount not to exceed \$164,175.00 to Ben Franklin Construction Inc., and direct the Finance Director to make the necessary budgetary changes for the Fire Station Beam Repair Project.

BACKGROUND

In August 2023, City Staff noticed one of the load bearing beams spanning the engine bay at the City of Seaside fire station had cracked and was sagging. City staff temporarily braced the beam and contracted with ZFA Structural Engineers to develop a repair plan. The temporary support posts that are currently installed block clear space in the fire station engine bay. The repair plan developed by the structural engineer involves sistering two steel c-channel beams to the sides of the existing beam to reinforce it and carry the load.

City staff advertised the project for bid on September 17th, 2024. A pre-bid meeting was held on September 26th that six (6) contractors attended. The bid opening was held on October 3rd, 2024, but no bids were received. City staff reached out to contractors who attended the pre-bid meeting, and were told that bids were not received due to a delay in receiving electrical subcontractor quotes.

On October 10th, 2024, staff released the project for bid a second time, this time

reaching out to a number of local electrical contractors. A second pre-bid meeting was held on October 17th, 2024, and an additional four (4) contractors attended that meeting. On October 25, 2024, bids were received from two contractors as follows:

Contractors	Bids
Ben Franklin Construction Inc.	\$149,250.00
Blevins Construcion Inc.	160,947.80\$

Based upon an evaluation of bid documents received, Ben Franklin Construction Inc. is the lowest responsive responsible bidder. Ben Franklin Construction INC holds a California Class B General Contractors License in good standing and has a history of completing construction projects at Fire Stations across the state.

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a construction contract with Ben Franklin Construction Inc. for an amount not to exceed one hundred and forty-nine thousand two hundred and fifty dollars (\$149,250.00) plus a 10% contingency such that the full value of the contract does not exceed one hundred sixty-four thousand one hundred and seventy-five dollars (\$164,175.00).

ENVIRONMENTAL COMPLIANCE

Article 19, section 15301 of CEQA states that a categorical exemption may be declared for "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of an existing use." Since the project is to repair an existing building, this exception can be claimed for the City's Fire Station.

FISCAL IMPACT

The project account (344-8910-9556) was originally funded with one hundred and ten thousand dollars (\$110,000.00). Three bids were obtained for direct purchase of the steel "C" channel beams that will be used to reinforce the broken fire station beam, and the low bid for the steel "C" channels is sixteen thousand six hundred dollars (\$16,600.00). An additional contingency is needed in the amount of ten percent (10%) or one thousand six hundred \$1,660.00 for the material purchase in case there is a change identified that would affect the fabrication of the new steel beams. The low bid for the construction work of installing the steel beams to repair the fire station is one hundred forty-nine thousand two hundred and fifty dollars (\$149,250.000. An additional then percent (10%) contingency is needed for written amendments to the construction contract outlined above such that the full value of the contract shall not exceed one hundred sixty-four thousand one hundred and seventy-five dollars

(\$164,175.00). The City of Seaside FY 2024/25 adopted budget Fire Station 1 account 344-8910-9556 was set up in the amount of one hundred ten thousand dollars (\$110,000.00) earmarked for this work. An additional seventy-two thousand four hundred and thirty-two (\$72,432.00) will have to be transferred from the general fund into the project account to complete this project. It is recommended that the City Council include in the resolution directing the Finance Director to make the necessary budgetary changes for the Fire Station Beam Repair Project.

FINANCIAL SUMMARY

\$ 16,600.00 Material Purchase
+\$ 1,660.00 Material Purchase 10% contingency
\$ 18,260.00 Material Budget

\$149,250.00 Construction Work
+\$ 14,925.00 10% Construction Contingency
\$164,175.00 Construcion Budget

\$182,435.00 Total Project Cost
-\$110,000.00 Available Project Funding (Account #344-8910-9556)
\$ 72,435.00 Additional Funding Required

ATTACHMENTS

1. Fire Station Beam Repair Resolution
2. Contract_Fire Station Beam Project _BenFranklinConstruction1

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

ADOPT A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO BEN FRANKLIN CONSTRUCTION INC. FOR AN AMOUNT NOT TO EXCEED \$164,175 FOR THE SEASIDE FIRE STATION BEAM REPAIR PROJECT, AND DIRECT THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGETARY CHANGES

WHEREAS, In August 2023, City Staff identified a structural beam supporting the roof over the City of Seaside's fire station engine bay had cracked and was sagging; and,

WHEREAS, the failing beam was temporarily braced and staff hired ZFA Structural Engineers to design a beam repair plan; and

WHEREAS, On September 27th, 2024, staff advertised the Fire Station Beam Repair Project for bid; and,

WHEREAS, On October 3, 2024, a bid opening was held and staff received no bids; and,

WHEREAS, On October 10, 2024, staff advertised the Fire Station Beam Repair project for bid a second time; and,

WHEREAS, On October 25, 2024, a second bid opening was held and staff received bids from Ben Franklin Construction Inc. in the amount of \$149,250.00 and Blevins Construction Inc., in the amount of 160,947.00; and,

WHEREAS, After reviewing the bids, staff determined Ben Franklin Construction Inc. to be the lowest responsible responsive bidder; and,

WHEREAS, Staff procured three quotes for the steel "C" Channel beams to be used by the contractor in the repair with the lowest price of \$16,600.00, with a 10% contingency of \$1,660; and,

WHEREAS, The account 344-8910-9556 was budgeted with \$110,000.00 which is not adequate funding for the steel beams and installation; and,

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Seaside authorizes the City of Seaside to enter into a construction contract with Ben Franklin Construction in for the Fire Station Beam Repair project in the amount of \$149,250.00 and up to a 10% contingency for a total not exceed \$164,175.00; and,

NOW, THEREFOR BE IT ALSO RESOLVED, that the City Council of the City of Seaside direct the Finance Director to make the necessary budgetary changes.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside
duly held on the 21st day of November 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

SECTION 00 5200
AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [201__], by and between **Ben Franklin Construction Inc.** whose place of business is located at **PO Box 2601 Fresno, CA 93745** ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. [insert number] adopted on the [date] day of [Month, Year] awarded to Contractor the following Contract:

CONTRACT NUMBER XX-XX

Seaside Fire Station Beam Repair
located at
Seaside Fire Department, 1635 Broadway Ave., Seaside, California, 93955.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum one hundred forty-nine thousand two hundred and fifty dollars (\$149,250.00) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed.
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within **thirty (30) working days** from the Commencement Date and **thirty (30) working days** following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

- A. Owner will represent themselves in all matters relating to the Project.
- B. City Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

3.02 Architect/Engineer

- A. **ZFA Structural Engineers** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.

ARTICLE 4 - Liquidated Damages FOR DELAY IN COMPLETION OF WORK

3.03 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner **one thousand two hundred dollars (1,200.00)** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **one thousand two hundred dollars (1,200.00)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

3.04 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 4 - CONTRACT DOCUMENTS

- 4.01** Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 0115	List of Drawings
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7201	Supplementary Conditions
Document 00 7300	Labor Compliance Program [If Required]
Document 00 7316	Supplementary Conditions – Insurance
Document 00 7319	Supplemental Conditions – Hazardous Materials
Document 00 7349	Labor Stabilization Agreement [If Required]
Document 00 7380	Apprenticeship Programs
Document 00 9113	Addenda

- 4.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 5 - Miscellaneous

- 5.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

- 5.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

- 5.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 5.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 5.05** During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.
- 5.06** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 5.07** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Monterey, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: [CONTRACTOR'S NAME]

OWNER: The City of Seaside

By: _____

(Signature)

(Print Name)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

By: _____

(Signature)

(Name)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

By: _____

(Signature)

(Print Name)

(Title)

Attest: _____

City Clerk Signature

(Print Name)



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Andreas Baer, Senior Engineer

DATE: November 21, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING CITY STAFF TO UTILIZE MULTIPLE ANNUAL ON CALL CONSTRUCTION CONTRACTS TO COMPLETE WORK BASED ON COMPETITIVELY BID PRICING SCHEDULES, AND DIRECT STAFF TO BID OUT GENERAL ENGINEERING AND GENERAL BUILDING ON CALL CONTRACTS FOR MULTIPLE ON CALL CONTRACTORS FOR 2025

RECOMMENDATION

Adopt a resolution authorizing city staff to utilize multiple annual On Call construction contracts to complete work based on competitively bid pricing schedules, and direct staff to bid out general engineering and general building On Call contracts for multiple On Call contractors for 2025.

BACKGROUND

The City of Seaside currently makes limited use of On-Call contracting for specialty clean up and abatement work and the City has established lists of qualified On-Call consultants for professional service agreements. However, Seaside does not utilize On-Call contracting to complete general building or general engineering construction work. City staff have limited resources, and they are looking for more efficient means to construct emergency work and capital improvement projects in a timely and cost-effective manner. Annual On-Call contracting for municipal general building and general engineering work is a method used by many cities, including our neighboring City of Monterey, to provide a readily available work force for repairs, maintenance, remodels, minor new construction, emergency and other work.

General building work refers to work completed by a Class B contractor. Class B building contractors usually work on structures that require at least two unrelated building

trades or crafts. This generally means work on buildings, where the Class B contractor performs work and oversees multiple unrelated trades or crafts during the project, such as framing, drywall, painting, plumbing, heating ventilation and air conditioning, electrical, and roofing work.

General engineering work refers to work completed by a Class A contractor. Class A contractors usually work on projects doing excavating, grading, trenching, paving and surfacing work that requires specialized engineering skills and knowledge. For public works, this generally means work on roadways, sidewalks, bridges, drainage, flood control, public water systems, sewage, pipelines, parks, and more.

On-call contractors are selected by low bid through the public bidding process where contractors are asked to provide unit pricing, labor rates, markups, and pricing schedules that establish clear unit costs for itemized or otherwise well-defined types of work anticipated-throughout the year. Although the quantity of work cannot be well-defined at the outset of an annual On-Call contract, the type of work can be defined, and low bid unit pricing can be set through a public bidding process. Once established, the On-Call contract allows construction work to move forward by permitting the City to select work items from a menu.

City staff recommends contracting with multiple on-call contractors at the same time to ensure the City has a readily available work force. Following Council award of the multiple On-Call contracts, the City shall prepare drawings and/or specifications of sufficient detail to determine a scope of work and schedule for individual projects. These individual projects shall be offered first to the first low bidder, who will be entitled to perform the work unless the contractor declines the project, or the City determines the contractor would be unable to timely and satisfactorily perform the work due to bidder responsibility factors established by the City including, but not limited to, adequate financial, material, equipment, facility, workforce and personnel resources. Upon such determination by the City, the project shall be offered next to the second low bidder, who will be entitled to perform the work unless the project is declined or the City determines that the contractor would be unable to timely and satisfactorily perform the work due to the contractor responsibility factors set forth above. If there are additional on-call contractors, this process would continue as needed until the project is assigned or the project is put out to bid.

Staff recommends establishing two funding limits for this on-call work:

1. Staff recommends that each On-Call contract for the general building and general engineering trades be set at a not-to-exceed limit of \$1,000,000.00. This funding limit is in alignment with what other similarly sized cities use. The limit is adequate to cover multiple small projects, regularly recurring repetitive work, and to mobilize forces to respond immediately to a large scale emergency. At the same time, this funding limit is low enough that it discourages use for new construction, and larger upgrade and repair projects that have the luxury of careful planning. Using the On-Call contractor for

larger, well planned projects will deplete the city's funding balance and our ability to respond to emergencies.

2. Staff recommends setting the new construction project limit at \$175,000.00. The \$175,000.00 is set low enough to prevent the use of the On-Call contractor for large well planned non-emergency projects that would deplete the available fund. In addition, \$175,000 defines the City of Seaside's high limit for when a project can be informally bid. Formally bid projects undergo a more public, longer, and better advertised process. By allowing new construction only in the range of informally bid construction work, the City is not taking projects off the table that will be the most widely advertised and encourage the greatest amount of public bidding.

The Public Works department currently has an outstanding project list containing nearly \$60,000,000 of projects. New reports such as the Storm Water Master Plan, and Water System Master Plan have identified additional critical projects well over \$10,000,000. Public works engineering staff is inadequate to complete all the projects in a timely manner. Public Works Engineering currently has three to four engineers who act as project managers, all of whom are tasked with administering and operating programs in addition to constructing projects. The informal and formal bidding process requires substantial staff time investment even for small projects, and delays work from moving forward. General Building, and General Engineering. On-Call Construction contracts are the best available tool for leveraging the limited public works staff and budgets to complete work.

On-call contracts often save money and do not incur financial risk. Contractors bidding On-Call contracts offer lower unit pricing because the On-Call contract removes redundant overhead and mobilization costs, eliminates redundant bidding costs, and reduces risk for contractors by ensuring all quantities of work will be paid for at a fair market. Bidding is risky for a contractor because the onus rests on the contractor to correctly interpret a project and quantify all the work. If a work item is clearly shown but missed in bidding, the Contractor has to pay for that item. As a result, contractors include a percentage cost for missed items. On-Call contracts use established unit pricing and are paid based on actual quantities provided, which removes the risk associated with missing a bid item. In addition, the City is guaranteed not to be stuck with onerous pricing through an On-Call Contract because the City holds no obligation at any time to issue work through the contract. The On-Call contract process forces contractors to make their unit pricing public in advance, but does not force the City to offer any projects to the bidders. Therefore, if staff determines that On-Call unit pricing is higher than individually bidding work, staff will opt to bid work.

On-call work pricing will also be directly beneficial to the public. Citizens of the City of Seaside own the sidewalks in front of their houses and are obligated to maintain that path of travel free of trip hazards. The Public Works Department operates an active trip hazard program that surveys sidewalks and works with homeowners to ensure repairs are made. On-Call contract pricing for small repetitive work such as sidewalk repairs will

be especially helpful because the itemized unit pricing in the general engineering On-Call contract allows for a clear costing of all trip hazards and offers a way for the public to opt to have the city manage their repairs at known costs.

FISCAL IMPACT

The On Call contract will not be funded through individual projects. The contract will require tracking and accounting to ensure it stays within the not-to-exceed funding limit, but it does not require an appropriation from the general fund or funding reservation.

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

ADOPT A RESOLUTION AUTHORIZING CITY STAFF TO UTILIZE MULTIPLE ANNUAL ON CALL CONSTRUCTION CONTRACTS TO COMPLETE WORK BASED ON COMPETITIVELY BID PRICING SCHEDULES, AND DIRECT STAFF TO BID OUT GENERAL ENGINEERING AND GENERAL BUILDING ON CALL CONTRACTS FOR MULTIPLE ON CALL CONTRACTORS FOR 2025.

WHEREAS, Construction On Call contracts for class A general engineering and class B general construction work will provide the City of Seaside (City) with a readily available work force for construction work and emergency response often saving time and money; and,

WHEREAS, Construction On Call contractors are selected through the low bid process based on annual unit pricing; and,

WHEREAS, The City uses On Call contracts for specialized cleanup and abatement work, and for professional service agreements, and;

WHEREAS, Construction On Call work cannot be well defined at the outset; and,

WHEREAS, Once under contract, the City has no obligation to use an On Call contract; and,

WHEREAS, The City shall prepare drawings and/or specifications of sufficient detail to determine a scope of work and schedule for individual projects; and,

WHEREAS, Multiple On Call contracts for the same trade increase the checks and balances on individual On Call contractors ensuring the City has access to a contractor who can timely and satisfactorily perform work; and,

WHEREAS, Individual On Call projects shall be offered first to the first low bidder, who will be entitled to perform the work unless the contractor declines the project, or if the City determines the contractor would be unable to timely and satisfactorily perform the work due to bidder responsibility factors established by City, including but not limited to adequate financial, material, equipment, facility, workforce and personnel resources.; and,

WHEREAS, Annual On Call contracts for the general building and general engineering trades be set at a not-to-exceed limit of \$1,000,000.00; and,

WHEREAS, new construction project limit under the annual On Call contracts shall be limited at \$175,000.00; and,

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes city staff to utilize multiple On Call construction contracts to complete work based on competitively bid pricing, and;

NOW, THEREFORE BE IT RESOLVED, That the City Council authorize the Staff to bid out multiple not to exceed \$1,000,000.00 annual On Call construction contracts for general engineering and general building work with new work limited to \$175,000.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 21st day of November, 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.H.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Sheri Damon, City Attorney
Kirstin van Gend, Administrative Analyst II

DATE: November 21, 2024

SUBJECT: ADOPT A RESOLUTION APPROVING A \$250,000.00 BUDGET TRANSFER FROM THE FORA BLIGHT REMOVAL - SUBCONTRACTED WORK ACCOUNT TO THE FORA BLIGHT REMOVAL - CONSULTANT ACCOUNT AND APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC. FOR SOILS REMOVAL, ADDITIONAL TESTING AND REPORTING SERVICES FOR CAMPUS TOWN PHASE 1A FOR AN AMOUNT NOT TO EXCEED \$159,300.00 TO BE PAID FROM FORA DEMOLITION BONDS

RECOMMENDATION

Adopt a resolution approving a \$250,000.00 budget transfer from the FORA Blight Removal - Subcontracted Work account to the FORA Blight Removal - Consultant account and authorizing the City Manager to execute an amendment to the professional services agreement with Geosyntec Consultants, Inc. for supplemental soil sampling, soils removal and reporting services for Campus Town Phase 1A for an amount not to exceed \$159,300.00

BACKGROUND

On June 17, 2024, the City Manager signed a contract with Geosyntec Consultants, Inc. (Geosyntec) for Environmental Consultant Services - Phase 1A Preliminary Endangerment Assessment and Phase 1B Document Review for an amount not to exceed \$24,800.00. The scope of services and associated budget in the proposal included: environmental consultation, document preparation, and agency coordination services related to the properties near the intersection of Lightfighter Drive and General Jim Moore Boulevard in Seaside.

On October 3, 2024, City Council approved an amendment to the contract expanding the scope of services to including additional soil sampling to delineate the extent of lead impacts previously detected during excavation and increasing the contract amount to \$87,200.00 with a 10% contingency for a not to exceed amount of \$95,920.00.

Geosyntec is an approved consultant on the City's On-Call list approved by City Council on May 16, 2024. They have experience performing environmental investigation, excavation, and reporting work in the Phase 1A Development Area. Over the last few months, it was discovered that the extent of the lead-based-paint impacts on the soil was wider than originally anticipated.

Since the October 3, 2024 meeting in consultation with DTSC, the City will need to do additional soils removal, disposal, supplemental testing and additional reporting to DTSC. The anticipated timeline for these activities are underway and soils removal is tentatively scheduled for early December with a goal of completing and receiving regulatory clearance by DTSC on or before March 1, 2025. Campus Town Phase 1A project area will require regulatory clearance prior to the sale of the property for development.

Staff recommends adopting a resolution authorizing an amendment to the professional services agreement with Geosyntec Consultants, Inc. to provide for soils removal, additional soil testing and supplemental reporting to DTSC for Campus Town Phase 1A for a total revised contract amount not to exceed \$159,300.00 and written amendments such that the total agreement does not exceed \$246,500.00

A project contingency of 10% of the revised contract total or \$24,650.00 is requested for unforeseen circumstances.

FISCAL IMPACT

The current professional services agreement is in the amount of \$87,200.00, and was approved by the City Council. The proposed contract amendment #2 with Geosyntec Consultants, Inc. for additional services related to Campus Town Phase 1A is in the amount of \$159,300.00. A 10% contingency adds \$24,650.00 for a total of \$271,150.00

A budget transfer in the amount of \$250,000.00 is being requested from the FORA Blight Removal - Subcontracted Work account (no. 329-8110-2073) to the FORA Blight Removal - Consultant account (no. 329-8110-1030). There are sufficient funds in the Subcontracted Work account to accommodate the budget transfer being requested. Due to the unforeseen circumstances in the soil sampling work, there were insufficient funds in the Consultant account.

All fees and costs presented by this contract do not impact the General Fund, but

instead are paid for by FORA funds - Consultant Account (no. 329-8110-1030).

ATTACHMENTS

1. Resolution
 2. 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

APPROVING A \$250,000.00 BUDGET TRANSFER FROM THE FORA BLIGHT REMOVAL - SUBCONTRACTED WORK ACCOUNT TO THE FORA BLIGHT REMOVAL - CONSULTANT ACCOUNT AND APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC. FOR SOILS REMOVAL, ADDITIONAL TESTING AND REPORTING SERVICES FOR CAMPUS TOWN PHASE 1A FOR AN AMOUNT NOT TO EXCEED \$159,300.00 TO BE PAID FROM FORA DEMOLITION BONDS

WHEREAS, on June 17, 2024, the City Manager approved a professional services agreement with Geosyntec Consultants, Inc. (Geosyntec) for Environmental Consultant Services - Phase 1A Preliminary Endangerment Assessment and Phase 1B Document Review for an amount not to exceed \$24,800.00; and

WHEREAS, it was discovered that the extent of the lead-based-paint impacts on the soil was wider than originally anticipated; and

WHEREAS, City Council approved an Amendment to the contract on October 3, 2024 for the additional soil sampling required and a total revised contract amount of \$87,200.00; and

WHEREAS, an amount of \$8,720.00 contingency, 10% of the contract value, was additionally authorized on an as required basis; and

WHEREAS, additional soils removal, disposal, supplemental testing and additional reporting to DTSC is needed; and

WHEREAS, Geosyntec submitted a proposal on November 13, 2024, for the additional scope of work, in the amount of \$159,300.00.00, for a total revised contract amount of \$246,500.00; and

WHEREAS, Staff reviewed the scope of work and fee in the proposal, and found it acceptable; and

WHEREAS, an amount of \$24,650.00 contingency, 10% of the contract value, should be authorized on an as required basis; and

WHEREAS, the FORA Blight Removal - Subcontracted Work account (no. 329-8110-2073) is funded by FORA Bond and has sufficient funds to accommodate the budget amendment this fiscal year.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve a \$250,000.00 budget transfer from the from the FORA Blight Removal - Subcontracted Work account (no. 329-8110-2073) to the FORA Bight Removal - Consultant account (no. 329-8110-1030) and directs the Finance Director to make appropriate budget transfer; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to execute an amendment to the professional services agreement with Geosyntec Consultants, Inc. for additional soils removal, disposal, supplemental testing and additional reporting to DTSC for Campus Town Phase 1A for an amount not to exceed \$159,300.00 and written amendments such that the total agreement does not exceed \$271,150.00 paid for by FORA funds - Consultant Account (no. 329-8110-1030).

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 21ST day of November, 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 #2
PROFESSIONAL SERVICES
City of Seaside

Date: November 14, 2024

Change Requested by: X City Consultant

Contract Date

June 17, 2024

Project Name

Environmental Consultant Services – Phase 1A Preliminary
Endangerment Assessment and Phase 1B Document Review

To (Consultant): Geosyntec Consultants, 1111 Broadway, 6th Floor, Oakland CA 94607

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

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

MODIFY the following text in **Section 2, “SERVICES.”**

Consultant shall perform the tasks described and set forth in **Exhibit A, A-1 and A-2** 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, A-1 and A-2.**

MODIFY the following text in **Section 5, “PAYMENT.”**

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B, B-1, and B-2** 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 **TWO HUNDRED FORTY SIX THOUSAND FIVE HUNDREDD DOLLARS (\$246,500.00)** 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 Amendment)	This Amendment Total	Revised Contract Amount
\$24,800.00	\$62,400.00	\$159,300.00	\$246,500.00
Original Contract Time	Original Completion Date	Months to Add (Including This Amendment)	Revised Completion Date
12 Months	June 30, 2025	0	June 30, 2025

CONTRACT AMENDMENT #2
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Sheri Damon City Attorney	11/14/24
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin Interim City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Anju Wicke Senior Principal	11/14/2024
Signature	Name and Title	Date

EXHIBIT A-2



1111 Broadway, 6th Floor
Oakland, California 94607
PH 510-836-3034
FAX 510-836-3036
www.geosyntec.com

November 13, 2024

Ms. Sheri Damon
City Attorney, City of Seaside
440 Harcourt Avenue
Seaside, California 93955

**Subject: Proposal for Environmental Consulting Services
 Lead Excavation at Former Building 4214
 City of Seaside, Former Fort Ord
 Lightfighter Drive & 2nd Avenue
 Seaside, California**

Dear Ms. Damon,

Geosyntec Consultants, Inc. (Geosyntec) is pleased to submit this proposal to the City of Seaside (Seaside), to perform excavation of lead-impacted soil around the former building 4214, located within the Campus Town Phase 1A development near the intersection of Lightfighter Drive and Second Avenue, Seaside, California (Site). Seaside has acquired the Site, known as the Fort Ord Surplus II Areas, from the U. S. Department of Defense that was part of the former Fort Ord Army Base. Seaside established development areas, known as the Parcel 1A and Parcel 1B Development Areas, within the Seaside city limits. Seaside has entered into a development agreement with a master developer to implement a mixed-use development project (Campus Town). The development will include high density residential housing, single family homes, commercial business and retail, and associated public facilities such as parks, open space, and schools.

OBJECTIVE AND SCOPE OF WORK

The objective of Geosyntec's services will be to excavate lead-impacted soil from around the former building 4214. This work will include pre-field preparation activities, subcontract of an environmental construction contractor to perform the excavation activities, screening soil with a portable x-ray fluorescence spectrometer (XRF) to delineate the extent of lead impacts, and collection of soil confirmation samples for submittal to a fixed environmental laboratory. The objectives will be met by implementing the scope of services described below.

Task 1 – Pre-Field Preparation

In advance of the planned soil excavation work, Geosyntec will prepare an internal work plan to guide the excavation effort in the field. This internal work plan will describe the excavation depths, XRF sampling and screening protocols, the anticipated confirmation sample counts and anticipated locations, and required documentation. Preparation of a health and safety plan and task hazard analysis will also be included in this effort.

Geosyntec will also coordinate and contract with the subcontractors expected to be used for the excavation, including the environmental construction contractor, geophysical locator, and the laboratory. Geosyntec anticipates renting a XRF from a local environmental equipment rental company.

Geosyntec has assumed a total of 66 hours for this effort, for a total estimated effort of **\$12,700**.

Task 2 – Lead-Impacted Soil Excavation

Geosyntec will contract with a third party geophysical locator to clear the anticipated excavation area prior to excavation. We expect this effort will require one day of staff time to travel to the Site and oversee geophysical clearance. During this mobilization, Geosyntec will also mark the area for Underground Service Alert (USA) and call in the notification.

Geosyntec will oversee the environmental construction subcontractor while they perform excavation of lead impacted soil in the vicinity of the former building 4214. Excavation work is anticipated to take 4 days. Soil will be directly loaded into trucks, anticipated to be disposed of at Kirby Canyon Landfill in Morgan Hill, California.

During soil excavation, the perimeter and bottom of the excavation will be sampled and screened with a portable XRF. Soil sample collection and analysis will be performed in general accordance with United States Environmental Protection Agency (USEPA) Method 6200.

Based on the results of the XRF screening, the excavation may be expanded until concentrations less than 80 milligrams per kilogram (mg/kg) are observed. Soil confirmation samples will be collected and submitted to Enthalpy Analytical of Orange, California for analysis of lead by USEPA Method 6010B. Up to 50 samples will be run for lead under a 24-hour turnaround time.

Assumptions:

- Seaside will coordinate moving or removing the fencing currently surrounding the old excavation area at building 4214.
- Soil will be characterized as non-hazardous, and Kirby Canyon Landfill will accept the soil for disposal.
- No more than 560 tons of soil will be disposed of at Kirby Canyon.
- No grading permit will be required through the City of Seaside.
- Excavation and off-haul will require no more than four days in the field.
- A total of 50 field samples are assumed to be collected and analyzed under a 24-hour turnaround time over the course of the excavation.

The field work is assumed to span one mobilization, four field days, with three staff in the field for each of the four days. The total estimated effort for this task is **\$129,100**.

Task 3 – Excavation Completion Report

Following the excavation, Geosyntec will prepare an Excavation Completion report for submittal to DTSC. This report will summarize the prior investigation efforts in September 2024, as well as the excavation work anticipated to be completed in December. As part of the completion reporting, the lead data from September and December 2024 will be validated by Geosyntec's internal validation team, comparing the reports to the Stage 2A validation standard. This report will be prepared for an anticipated submittal date of January 15, 2025.

Geosyntec has assumed a total of 90 hours for this effort, for a total estimated effort of **\$17,500**.

ESTIMATED COST, TERMS, AND CONDITIONS

Geosyntec proposes to conduct these services on a time and materials basis in accordance with the attached rate schedule and terms and conditions of the Professional Services Agreement between Geosyntec and the City of Seaside executed July 3, 2024. ***The estimated cost for the above scope of services is \$159,300, which will not be exceeded without your written approval, is summarized in the following Table:***

Task	Labor Cost	Subcontractors & Direct Expenses	Total
1: Pre-Field Preparation	\$12,700	\$0	\$12,700
2: Lead-Impacted Soil Excavation	\$27,600	\$101,500	\$129,100
3: Excavation Completion Report	\$17,300	\$200	\$17,500
Totals	\$57,600	\$101,700	\$159,300

We appreciate the opportunity to provide these services to you. If this proposal is acceptable to you, please issue a Purchase Order, referencing this Proposal, for our signature. If you have any questions or require additional information regarding this proposal, please contact the undersigned at 209-648-9176 (Molly) or 510-285-2703 (Anju).

Sincerely,



Anju Wicke
Senior Principal



Molly Small, PG, CEM (CA, NV)
Senior Geologist

Attachments: 2024 Rate Schedule

HAZMAT INVESTIGATION, WASTE CHARACTERIZATION & REMEDIATION FOR CITY OF SEASIDE

GEOSYNTEC CONSULTANTS 2024 U.S. RATE SCHEDULE

Staff Professional	\$154
Senior Staff Professional	\$178
Professional	\$198
Project Professional	\$224
Senior Professional	\$254
Principal	\$274
Senior Principal	\$294
Technician I	\$ 83
Technician II	\$ 89
Senior Technician I	\$ 99
Senior Technician II	\$106
Site Manager I	\$116
Site Manager II	\$128
Construction Manager I	\$142
Construction Manager II	\$152
Senior Designer	\$190
Designer	\$160
Senior Drafter/Senior CADD Operator	\$145
Drafter/CADD Operator/Artist	\$130
Project Administrator	\$ 85
Clerical	\$ 65
Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.09

Rates are provided on a confidential basis and are client and project specific. These rates are not to be shared publicly.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Construction management fee presented upon request.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director
Leslie Llantero, Assistant Engineer

DATE: November 21, 2024

SUBJECT: ADOPT A RESOLUTION AMENDING THE SCOPE OF WORK FOR THE HILBY AVENUE TRAFFIC CALMING IMPROVEMENT PROJECT BETWEEN FREMONT BOULEVARD TO GENERAL JIM MOORE BOULEVARD AND APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX INC. TO PREPARE BID DOCUMENTS FOR THE AMENDED PROJECT SCOPE FOR AN AMOUNT NOT TO EXCEED \$16,310.00

RECOMMENDATION

Adopt a resolution amending the scope of work for a portion of the Hilby Avenue Traffic Calming Improvement Project between Fremont Boulevard and General Jim Moore Boulevard and authorizing the City Manager to execute an amendment to the professional services agreement with Parametrix Inc. to prepare bid documents for the amended project scope for an amount not to exceed \$16,310.00.

BACKGROUND

The Hilby Avenue Traffic Calming Improvements Project (Project) is an approved project in the FY 2024/2025 Capital Improvement Program. The Project will install traffic calming measures along the entire Hilby Avenue corridor from Canyon Del Rey Boulevard to General Jim Moore Boulevard. The Project presented to the City Council includes red curbing at intersections, centerline and edge line striping, median islands, high visibility crosswalks, speed cushions, slurry seal, sharrows, signage and pavement markings throughout the corridor. The Project was 100% designed and ready for public bidding in June 2024. Around the same time, the draft Storm Drain Master Plan revealed inadequacies in the storm drain network on Hilby Avenue and the Project was

subsequently put on hold. Due to the pending storm drain improvements alignment and uncertain time frame for implementation, an amended Project scope is being presented to provide traffic calming measures that will be minimally impacted by future construction of storm drain improvements on Hilby Avenue.

The amended Project scope will construct the full design on Hilby Avenue from Canyon Del Rey to Fremont Boulevard and amended the traffic calming measures on Hilby Avenue from Fremont Boulevard to General Jim Moore Boulevard. Traffic calming measures on the amended portion of Hilby Avenue include 8 speed cushions, red curbing at intersections, center line striping, pavement markings, and signage. The construction cost estimated for the reduced Project scope is \$304,000.00. Once the storm drain improvements are designed, the remaining traffic calming measures will be incorporated into the storm drain project bid documents and be constructed consecutively. If approved, the amended Project scope is estimated to be publicly bid by late January 2025.

Parametrix Inc. (Parametrix) professional services agreement includes preparation of a preliminary traffic calming plan, public outreach and public survey, traffic calming design, bid support and construction coordination for the Hilby Avenue Traffic Calming Improvement Project. The City requested, and Parametrix provided, a proposal to prepare bid document for the amended Project scope, as outlined above, for an amount not to exceed \$16,310.00.

FISCAL IMPACT

There are adequate funds in the Traffic Calming Project account No. 212-8960-9580 to accommodate the estimated construction cost and the amendment to Parametrix's professional service agreement for an amount not to exceed \$16,310.00 for a total agreement amount not to exceed \$223,790.00.

ATTACHMENTS

1. Resolution
2. Amendment #3 to Parametrix PSA

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****REDUCING THE SCOPE OF WORK FOR THE HILBY AVENUE TRAFFIC CALMING IMPROVEMENT PROJECT BETWEEN FREMONT BOULEVARD TO GENERAL JIM MOORE BOULEVARD AND APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX INC. TO PREPARE BID DOCUMENTS FOR THE REDUCED PROJECT SCOPE FOR AN AMOUNT NOT TO EXCEED \$16,310.00.**

WHEREAS, the Hilby Avenue Traffic Calming Improvement Project (Project) is an approved Capital Improvement Program Project identified in the approved FY 2024/2025 Budget; and

WHEREAS, the Project presented to City Council included red curbing at intersections, centerline and edge line striping, median islands, high visibility crosswalks, speed cushions, slurry seal, sharrows, signage and pavement markings throughout the Hilby Avenue corridor from Canyon Del Rey to General Jim Moore Boulevard; and

WHEREAS, the Project design was completed in June 2024, and around the same time the draft Storm Drain Master Plan revealed inadequacies in the storm drain network on Hilby Avenue and the Project was put on hold; and

WHEREAS, due to the uncertain time frame for construction of the storm drain improvements on Hilby, it is imperative to construct the Project with a reduced scope that will minimally impact future storm drain construction; and

WHEREAS, the reduced Project scope will construct the full design of traffic calming improvements on Hilby Avenue from Canyon Del Rey Boulevard to Fremont Boulevard and:

WHEREAS, the reduce the traffic calming measures from Fremont Boulevard to General Jim Moore Boulevard will include 8 speed cushions, red curbing at intersections, centerline striping, pavement markings, and signage; and

WHEREAS, the remaining traffic calming measures removed from the Project will be incorporated into the in the bid documents for the storm drain improvements and be constructed consecutively; and

WHEREAS, the City requested and Parametrix Inc, provided a proposal to prepare bid documents of the reduced Project scope for an amount not to exceed \$16,310.00.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby reduce the scope of work for the Hilby Avenue Traffic Calming Improvement

Project from Fremont Boulevard to General Jim Moore Boulevards as outlined above; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorize the City Manager to execute an amendment to the professional services agreement with Parametrix Inc. to prepare bid documents for the reduced Project scope for an amount not to exceed \$16,310.00 for a total agreement not to exceed \$223,790.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 21st day November, 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 #3
PROFESSIONAL SERVICES
City of Seaside

Date: November 21, 2024

Change Requested by: X City/District Consultant

Contract Date

Project Name

January 19, 2023

Hilby Avenue Traffic Calming Work Plan

To (Consultant): Parametrix Inc., 6001 Shellmound Street Suite 500, Emeryville, CA 94608

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

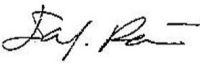
The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

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

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

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

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

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$100,610.00	\$106,870.00	\$16,310.00	\$223,790.00
Original Contract Time	Original Completion Date	Months to Add (Including This Amendment)	Revised Completion Date
18 Months	June, 30, 2024	12 Months	June, 30, 2025
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:			
		David Parisi Principal Consultant	11/14/2024
Signature		Name and Title	Date

DATE: November 13, 2024
TO: Leslie Llantero, City of Seaside
FROM: David Parisi, Jimmy Jessup, Parametrix
SUBJECT: Proposal for Alteration of Hilby Traffic Calming Project to Reduced Design

Dear Ms. Llantero:

Thank you for contacting Parametrix, Inc. for your transportation engineering needs. Pursuant to your request, Parametrix has prepared this proposal for an amendment to the existing Hilby Avenue Traffic Calming Project agreement, in order to adjust existing engineering designs to reflect a scaled-down near-term implementation of the project. Our proposed work will consist of the following task:

1. 95% PS&E Package: Parametrix will utilize existing Hilby Avenue Traffic Calming Project 100% Plans, Specifications, and Estimate package, and adjust these to produce an updated 95% PS&E package. This update will reflect the following:
 - Hilby Avenue between Canyon Del Rey to Fremont Boulevard: implementation as per full existing plan set
 - Hilby Avenue between Fremont Boulevard to General Jim Moore Boulevard: reduced plans, to include
 - Red curb
 - Center line striping
 - Speed cushions – asphalt as currently designed
 - Pavement markings
 - Signage

Deliverables for this task will include the same items as the existing contract, which include

- Plans: Title sheet & notes, project layout and control, and BMPs, demolition, civil, striping, and signage plans
 - Project specifications
 - Construction cost estimate built from quantity takeoffs. Separate cost estimates will be provided for the two corridor extents identified above.
2. 100% Bid Set PS&E: Parametrix will integrate one set of non-conflicting comments compiled by the City relating to the design and will prepare a 100% final bid set. The budget for this task assumes that the City's comments from the 95% phase will cover all substantive design issues. Comments received on the 100% Plans concerning design issues not previously identified and discussed at the 95% design that trigger an additional submittal may be subject to additional cost. In addition to the Plans, Specifications, and Estimate, a construction bid table will be produced for the full extent of the corridor in XLSX format.



3. Bid Support and Construction Coordination: Parametrix will provide support to the City in responding to questions during the bid. Pre-construction, and construction stages. Parametrix will respond to product submittals and Requests for Information from the contractor and address other design issues raised during construction.

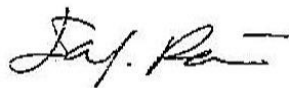
We can conduct the first task within six overall weeks of contract finalization, and the second task within three weeks of receiving City comments on the Task 1 submittal. Attendance at hearings are not included as part of this proposal, and can be accommodated for an additional fee.

Parametrix will conduct work on a time and materials basis. Our estimated fee for conducting this work is \$16,310, as per the table below.

Task	Description	Senior Consultant \$305	Engineer IV \$200	Engineer III \$165	Engineer I \$145	Project Controls \$165	Subtotal	Expenses	Totals
1	95% PS&E	2	6	10	40	2	\$9,590		\$9,590
2	100% Bid Set PS&E	2	2	6	16		\$4,320		
3	Bid Support and Construction Coordination		12				\$2,400		\$2,400
Base Scope Totals		4	20	16	56	2	\$16,310	\$0	\$16,310

If you concur with the above work plan and terms, we will arrange for finalizing an agreement. If you have any questions, please do not hesitate to contact me.

Sincerely,



David Parisi, PE, TE
Principal Consultant



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director
Leslie Llantero, Assistant Engineer

DATE: November 21, 2024

**SUBJECT: ADOPT A RESOLUTION APPROPRIATING \$20,200.00 FROM
THE MEASURE X FUND BALANCE TO THE PAVEMENT
MANAGEMENT PROGRAM ACCOUNT TO FUND THE PROGRAM
UPDATE AND SOFTWARE ANNUAL SUBSCRIPTION**

RECOMMENDATION

Adopt a resolution approving a budget amendment authorizing the Finance Director to appropriate \$20,200.00 from the Measure X Fund balance to the Pavement Management Program Account for the Program Update and software annual subscription.

BACKGROUND

For the City to remain eligible and receive Measure X funds, and to insure timely implementation of street repairs, and to keep the public informed, the Transportation Agency for Monterey County (TAMC) requires each jurisdiction receiving Measure X funds to develop a Pavement Management Program (PMP), provide program updates, and submit regular reports on the conditions of their streets. The PMP tracks inventory, stores work history and furnishes budget estimates to optimize funding for improving the City's pavement network system utilizing a software program called StreetSaver. This year the pavement condition for the arterial and collector street segments will be evaluated and treatment unit costs updated and reflected in the Measure X Annual Compliance Plan that will be submitted to TAMC by December 31, 2024. On September 19, 2024, the City entered into a Professional Services Agreement (PSA) with Pavement Engineering Inc. to conduct the pavement condition evaluations and update the PMP for an amount not to exceed \$24,990.00 including written amendments such that the total agreement does not exceed \$29,988.00.

The Pavement Management Program is an approved project in the FY 2024/2025 Capital Improvement Program funded by Measure X. Currently, there is \$12,809.00 budgeted in this account, and an additional \$20,200.00 is needed to cover the full amount of the PSA in addition to the annual software subscription of StreetSaver. It is proposed to appropriate \$20,200.00 from the Measure X Fund balance to the Pavement Management Program account No. 212-8990-9600.

FISCAL IMPACT

The approved FY 2024/2025 Budget estimated the fund balance for Measure X to be \$1.1M.

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

APPROVING A BUDGET AMENDMENT AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE \$20,200.00 FROM THE MEASURE X FUND BALANCE TO THE PAVEMENT MANAGEMENT PROGRAM ACCOUNT FOR THE PROGRAM UPDATE AND SOFTWARE ANNUAL SUBSCRIPTION

WHEREAS, for the City to remain eligible and receive Measure X funds, the Transportation Agency for Monterey County (TAMC) requires each jurisdiction receiving Measure X to develop a Pavement Management Program (PMP); and

WHEREAS, the PMP tracks inventory and stores work history and furnishes budget estimates to optimize funding for improving the City's pavement network system utilizing a software program called StreetSaver; and

WHEREAS, on September 19, 2024, the City entered into a Professional Services Agreement (PSA) with Pavement Engineering Inc. to conduct the pavement condition evaluations and update the PMP for an amount not to exceed \$24,990.00 and written amendments such that the total agreement does not exceed \$29,988.00; and

WHEREAS, there is \$12,809.00 budgeted in the PMP account, and an additional \$20,200.00 is needed to cover the full amount of the PSA in addition to the annual software subscription; and

WHEREAS, the approved FY 2024/2025 Budget estimated fund balance of Measure X is \$1.1M.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve a budget amendment and authorize the Finance Director to appropriate \$20,200.00 from the Measure X Fund Balance to the Pavement Management Program Account No. 212-8990-9600 for the PMP Update and annual software subscription.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 21st day of November 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.K.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: November 21, 2024

SUBJECT: ADOPT A RESOLUTION FOR THE ACCEPTANCE OF GRANT FUNDS FOR THE PROPOSITION 47 GRANT PROGRAM: SAFE NEIGHBORHOODS AND SCHOOLS ACT THROUGH THE BOARD OF STATE AND COMMUNITY CORRECTIONS IN THE AMOUNT OF \$6,022,619.00 AND AUTHORIZE THE CITY MANAGER TO SIGN THE GRANT AGREEMENT AND MAKE A REQUEST FOR A BUDGET MODIFICATION PER COUNCIL DIRECTION

RECOMMENDATION

Adopt a resolution authorizing the acceptance of grant funds for the Proposition 47 grant program, and authorize the City Manager to sign the grant agreement.

BACKGROUND

In April 2024 the Board of State and Community Corrections (BSCC) released the Prop 47 Cohort 4 RFP to California public agencies in partnership with community based organizations. The application period closed on June 10, 2024. Proposals selected for funding will be under agreement with the BSCC from October 3, 2024, to June 30, 2028. The term of the grant agreement includes the grant service delivery period and an additional six months to finalize and submit the required Final Local Evaluation Report and financial audit.

The Village Project Inc. wanted to apply for the Proposition 47 Grant Program: Safe Neighborhoods and Schools Act. However, per the grant guidelines, a Public Agency must be the lead agency in a partnership with a Community Based Organization. The Village Project Inc., reached out to the City to see if there was an opportunity to partner in this opportunity. In collaboration with the Police Department and the Recreation Department, it was determined that the City would like to assist in this

endeavor with our long-standing community partner.

Proposition 47 was a voter approved initiative on the November 4, 2014, general election ballot. As stated in the ballot measure:

The People enacted the Safe Neighborhoods and Schools Act to ensure that prison spending is focused on violent and serious offenses, to maximize alternatives for non-serious, nonviolent crime, and to invest the savings generated from this act into prevention and support programs in K-12 schools, victim services, and mental health and drug treatment.

As further stated in the proposition, the Board of State & Community Corrections responsibilities are to:

Administer a grant program to public agencies aimed at supporting mental health treatment, substance abuse treatment, and diversion programs for people in the criminal justice system, with and emphasis on programs that reduce recidivism of the people convicted of less serious crimes, such as those covered by this measure and those who have substance abuse and mental health problems.

On October 3, 2024, staff was notified by the BSCC that the Recreation Department was being funded in the amount of \$6,022, 619.00. They stated that this was a very competitive cycle and \$167 million was awarded to communities throughout the state.

Working in conjunction with the Village Project Inc., the goal of the project is to provide culturally appropriate diversion and case management services to juveniles and adults in the criminal justice system to reduce recidivism in Monterey County. Services will include in-jail meetings and service introduction sessions, including petitions for reclassification, clinical treatment plans and therapy for those struggling with mental illness and/or substance abuse-use disorders, and guidance support to achieve self-expressed goals through individual case plans. Reintegration services and support will include petitions for reclassification or dismissal, family reunification, acquisition of documentation to access jobs, and referrals to training and jobs.

In addition, there will be a Community Reintegration Collaborative which will advise the City on;

- How to identify and prioritize the most pressing needs to be addressed (to include target population, target area, etc.)
- How to identify the strategies, programs and/or services to be undertaken to address those needs.
- The development of the grant project
- Ongoing implementation of the grant project

Staff is also requesting direction from the City Council for a budget modification with regard to the following budget line item:

2b. Services and Supplies

Mobile Hygiene supplies for the shower/restroom unit - \$20,000

Water costs for the mobile shower unit - \$8,000

6b. Equipment/Fixed Assets

2 station shower and restroom portable combo unit - \$50,000

The budget modification is being requested because when staff put together the budget, they did not have enough time to fully look into the operation of a mobile shower unit for the community. It has been determined that this type of program exceeds the scope that City Staff can commit to during the lifecycle of the grant. The only caveat with these funds, is if they are reallocated, they will need to be for a similar program that will help homeless individuals & families with reintegration.

In the event that the funds are not reallocated and are unspent, they will be reverted into the Proposition 47 fund. It is not uncommon for grantees to have unspent funds due to unforeseen changes or challenges.

FISCAL IMPACT

The total amount of the grant is \$6,022,619 which will be distributed to the City over a four-year cycle. However, \$4,660,183 of the funds will be distributed to the Village Project Inc. as a sub recipient of the grant. The City's allocation of the funds are as follows:

Salaries and Benefits - \$472,231 (Includes one new grant funded FTE)

Services and Supplies - \$49,000

Professional Services or Public Agency Subcontracts - \$32,800

Project Evaluation and Monitoring - \$100,000

Compliance Audit - \$25,000

Equipment Fixed Assets - \$122,000

Other (Travel, Training) - \$13,894

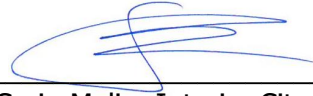
Indirect costs - \$547,511

Total - \$1,362,436

ATTACHMENTS

1. 2024 Prop 47 Grant acceptance Resolution
 2. 2024 Prop 47 Grant Agreement_City of Seaside Recreation Services_BSCC 1319-24
-

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

AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FOR THE PROPOSITION 47 GRANT PROGRAM: SAFE NEIGHBORHOODS AND SCHOOLS ACT, THROUGH THE BOARD OF STATE AND COMMUNITY CORRECTIONS AND AUTHROIZE THE CITY MANAGER TO SIGN THE GRANT AGREEMENT

WHEREAS, the City of Seaside desires to participate in the Proposition 47 Grant administered by the Board of State and Community Corrections 9hereafter referred to as BSCC); and

WHEREAS, The City’s Police and Recreation Departments will collaborate with the Village Project Inc. and administer the Proposition 47 Grant as the lead agency; and

WHEREAS, the Safe Neighborhoods and Schools Act to ensure that prison spending is focused on violent and serious offenses, to maximize alternatives for non-serious, nonviolent crime, and to invest the savings generated from this act into prevention and support programs in K-12 schools, victim services, and mental health and drug treatment; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside authorizes the City Manager to submit the grant proposal for funding and sign the Grant Agreement with the BSCC, including any amendments thereof; and

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body; and

BE IT FURTHER RESOLVED that the City of Seaside agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of November 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

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 1319-24

PURCHASING AUTHORITY NUMBER (If Applicable)

BSCC-5227**1. This Agreement is entered into between the Contracting Agency and the Contractor named below:**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

CITY OF SEASIDE RECREATION SERVICES**2. The term of this Agreement is:**

START DATE

OCTOBER 3, 2024

THROUGH END DATE

JUNE 30, 2028**3. The maximum amount of this Agreement is:****\$6,022,619.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Proposition 47 Grant Program Request for Proposals	*
Attachment 2	Proposition 47 Grant Program Proposal	39
Appendix A	Proposition 47 Grant Program Scoring Panel Roster	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Program Funds	2

* This item is hereby incorporated by reference and can be viewed at: https://www.bscc.ca.gov/s_bsccprop47/**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CITY OF SEASIDE RECREATION SERVICES

CONTRACTOR BUSINESS ADDRESS

986 Hilby Ave.

CITY

Seaside

STATE

CA

ZIP

93955

PRINTED NAME OF PERSON SIGNING

NICK BORGES

TITLE

Police Chief, Interim City Manager / City of Seaside

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

COLLEEN CURTIN

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – PROPOSITION 47 GRANT PROGRAM

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and City of Seaside Recreation Services (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The goal of our project is to provide culturally appropriate diversion and case management services to juveniles and adults in the criminal justice system to reduce recidivism in Monterey County. Services will include in jail meet and service introduction sessions, include petitions for reclassification, clinical treatment plans and therapy for those struggling with mental illness and/or substance use disorders, and guidance and support to achieve self-expressed goals through individualized case plans. Reintegration services and support will include petitions for reclassification or dismissal, family reunification and restorative justice negotiations, transitional housing assistance, acquisition of documentation to access jobs, and referrals to training and jobs.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Proposition 47 Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Proposition 47 Grant Program Proposal, which are attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Nick Borges
Title: Police Chief, Interim City Manager/City of Seaside
Address: 440 Harcourt Avenue, Seaside, CA 93955
Phone: 831-899-6892
Email: nborges@ci.seaside.ca.us

Designated Financial Officer authorized to receive warrants:

Name: Jessica Riley
Title: Acting Finance Director
Address: 440 Harcourt Avenue, Seaside, CA 93955
Phone: 831-899-6716
Email: jriley@ci.seaside.ca.us

Project Director authorized to administer the project:

Name: Dan Meewis
Title: Recreation Director
Address: 986 Hilby Ave, Seaside, CA 93955
Phone: 831-899-6821
Email: Dmeewis@ci.seaside.ca.us

EXHIBIT A: SCOPE OF WORK

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Proposition 47 Grant Program Request for Proposals and Attachment 2: Proposition 47 Grant Program Proposal.

5. REPORTING REQUIREMENTS

- A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods

1. October 3, 2024 to December 31, 2024
2. January 1, 2025 to March 31, 2025
3. April 1, 2025 to June 30, 2025
4. July 1, 2025 to September 30, 2025
5. October 1, 2025 to December 31, 2025
6. January 1, 2026 to March 31, 2026
7. April 1, 2026 to June 30, 2026
8. July 1, 2026 to September 30, 2026
9. October 1, 2026 to December 31, 2026
10. January 1, 2027 to March 31, 2027
11. April 1, 2027 to June 30, 2027
12. July 1, 2027 to September 30, 2027
13. October 1, 2027 to December 31, 2027
14. January 1, 2028 to March 31, 2028

Due no later than:

- February 15, 2025
- May 15, 2025
- August 15, 2025
- November 15, 2025
- February 15, 2026
- May 15, 2026
- August 15, 2026
- November 15, 2026
- February 15, 2027
- May 15, 2027
- August 15, 2027
- November 15, 2027
- February 15, 2028
- May 15, 2028

Note: Project activity period ends March 31, 2028. The period of April 1, 2028 to June 30, 2028 is for completion of Final Local Evaluation Report and financial audit only.

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

- March 31, 2025
- June 30, 2028

C. Other

- Financial Audit Report

Due no later than:

- June 30, 2028

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project.

EXHIBIT A: SCOPE OF WORK

Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Proposition 47 Grant Program Scoring Panel Roster (see Appendix A) from receiving funds from the Proposition 47 Grant Program grants awarded under this RFP, except under authorized conditions, approved by BSCC. Applicants who are awarded grants under this RFP are responsible for reviewing the Proposition 47 Grant Program Scoring Panel Roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the scoring panel.
- B. In cases of an actual conflict of interest with a scoring panelist, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

8. FINANCIAL AUDIT

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, June 30, 2028. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid monthly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Monthly Invoicing Periods:

1. October 3, 2024 to October 31, 2024
2. November 1, 2024 to November 30, 2024
3. December 1, 2024 to December 31, 2024
4. January 1, 2025 to January 31, 2025
5. February 1, 2025 to February 28, 2025
6. March 1, 2025 to March 31, 2025
7. April 1, 2025 to April 30, 2025
8. May 1, 2025 to May 31, 2025
9. June 1, 2025 to June 30, 2025
10. July 1, 2025 to July 31, 2025
11. August 1, 2025 to August 31, 2025
12. September 1, 2025 to September 30, 2025
13. October 1, 2025 to October 31, 2025
14. November 1, 2025 to November 30, 2025
15. December 1, 2025 to December 31, 2025
16. January 1, 2026 to January 31, 2026
17. February 1, 2026 to February 28, 2026
18. March 1, 2026 to March 31, 2026
19. April 1, 2026 to April 30, 2026
20. May 1, 2026 to May 31, 2026
21. June 1, 2026 to June 30, 2026
22. July 1, 2026 to July 31, 2026
23. August 1, 2026 to August 31, 2026
24. September 1, 2026 to September 30, 2026
25. October 1, 2026 to October 31, 2026
26. November 1, 2026 to November 30, 2026
27. December 1, 2026 through December 31, 2026
28. January 1, 2027 to January 31, 2027
29. February 1, 2027 to February 28, 2027
30. March 1, 2027 to March 31, 2027
31. April 1, 2027 to April 30, 2027
32. May 1, 2027 to May 31, 2027
33. June 1, 2027 to June 30, 2027
34. July 1, 2027 to July 31, 2027
35. August 1, 2027 to August 31, 2027
36. September 1, 2027 to September 30, 2027
37. October 1, 2027 to October 31, 2027
38. November 1, 2027 to November 30, 2027
39. December 1, 2027 to December 31, 2027
40. January 1, 2028 to January 31, 2028

Due no later than:

December 15, 2024
January 15, 2025
February 15, 2025
March 15, 2025
April 15, 2025
May 15, 2025
June 15, 2025
July 15, 2025
August 15, 2025
September 15, 2025
October 15, 2025
November 15, 2025
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November 15, 2026
December 15, 2026
January 15, 2027
February 28, 2027
March 15, 2027
April 15, 2027
May 15, 2027
June 15, 2027
July 15, 2027
August 15, 2027
September 15, 2027
October 13, 2027
November 10, 2027
December 15, 2027
January 15, 2028
February 15, 2028
March 15, 2028

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

41. February 1, 2028 to February 28, 2028	April 15, 2028
42. March 1, 2028 to March 31, 2028	May 15, 2028

Final Invoicing Periods*:

- 43. April 1, 2028 to April 30, 2028
- 44. May 1, 2028 to May 31, 2028
- 45. June 1, 2028 to June 30, 2028

Due no later than:

- June 15, 2028
- July 15, 2028
- August 15, 2028

**Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on these invoices.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) and all obligated match contributions must be incurred by the end of the grant project period, March 31, 2028, and included on the invoice due May 15, 2028. Project expenditures incurred after March 31, 2028 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by June 30, 2028. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of April 1, 2028 to June 30, 2028 must be submitted during the Final Invoicing Period(s), with the final invoice due on August 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The financial audit is due to BSCC by June 30, 2028. Expenditures incurred for the completion of the financial audit during the period of April 1, 2028 to June 30, 2028 must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the annual transfer of savings generated by Proposition 47 from the General Fund to the Safe Neighborhoods and Schools Fund and subsequent transfer from the Safe Neighborhoods and Schools Fund to the Second Chance Fund. (Gov. Code, § 7599.1 & Pen. Code, § 6046.2.) On or before July 31st of each fiscal year the Department of Finance will calculate the state savings associated with Proposition 47 and certify the calculation to the State Controller who shall transfer those funds to the Safe Neighborhoods and Schools Fund. (Gov. Code, § 7599.1.) The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

this agreement is contingent upon the availability of sufficient funding transferred to the Safe Neighborhoods and Schools Fund and subsequent transfer to the Second Chance Fund.

- B. If Proposition 47 funding is reduced or falls below estimates contained within the Proposition 47 Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the [July 2023 BSCC Grant Administration Guide](#).
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

8. PROJECT BUDGET

BUDGET LINE ITEMS	GRANT FUNDS	LEVERAGED FUNDS	TOTAL
1. Salaries and Benefits	\$472,231	\$1,041,319	\$1,513,550
2. Services and Supplies	\$49,000	\$0	\$49,000
3. Professional Services or Public Agency Subcontracts	\$32,800	\$0	\$32,800
4. Non-Governmental Organization (NGO) Subcontracts (minimum 50%)	\$4,660,183	\$0	\$4,660,183
5. Project Evaluation and Monitoring [minimum 5% (or \$50,000, whichever is greater) but not more than 10% of total requested funds]	\$100,000	\$0	\$100,000
6. Equipment/Fixed Assets	\$122,000	\$0	\$122,000
7. Compliance Audit (must not exceed \$25,000 in grant funds)	\$25,000	\$25,000	\$50,000
8. Other (Travel, Training, etc.)	\$13,894	\$0	\$13,894
9. Indirect Costs (may not exceed 10% of grant award)	\$547,511	\$0	\$547,511
TOTAL	\$6,022,619	\$1,066,319	\$7,088,938

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- 1. APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 2. AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 3. ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 6. DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. TIMELINESS:** Time is of the essence in this Agreement.
- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Proposition 47 Grant Program Request for Proposals and Attachment 2: Proposition 47 Grant Program Proposal.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Proposition 47 Grant Program Request for Proposal and Attachment 2: Proposition 47 Grant Program Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Proposition 47 RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

- 1. debarred by any federal, state, or local government entities during the period of debarment; or
- 2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Proposition 47 Grant Program Request for Proposal and Attachment 2: Proposition 47 Grant Program Proposal.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Proposition 47 Grant Program Request for Proposal and Attachment 2: Proposition 47 Grant Program Proposal, or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

(or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

Title

City of Seaside Recreation Services

by **Dan Meewis** in **Proposition 47 Grant Program, Cohort 4 - Request for Proposals**

986 Hilby Avenue
440 Harcourt Avenue
Seaside, California
93955-5310
California
United States
8318996821
dmeewis@ci.seaside.ca.us

06/10/2024

id. 46740813

Original Submission

06/10/2024

Score	n/a
Proposition 47	checked
SUBMITTING A PROPOSAL FOR PROPOSITION 47 GRANT FUNDS	The Proposition 47, Safe Neighborhoods and Schools Act Grant Program, Request for Proposals is divided into four sections: Applicant Information, Project Title and Project Summary Proposal Narrative and Budget (with key Attachments) Key Project Contacts Other Attachments: Mandatory and Optional Each section has fields that require a response. Applicants will be prompted to provide written text, numerical input, radial button choices, and upload attachments. Documents in Word, Excel, and/or PDF are allowable formats for upload attachments. Some responses requiring narrative text input have a limited number of allowable characters for those fields. If a character limit has been enabled for a specific response field, a character counter will display the number of characters allowed and will then show the number of characters remaining as text is entered into the response field. Character limits include all text, punctuation, and spaces. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit." Applicants may start and stop their application, as needed, during the solicitation period. However, to save the information entered into the BSCC-Submittable Application, applicants must select "Save Draft" at the bottom of the application before existing. Applicants are prohibited from submitting the Proposition 47, Safe Neighborhoods and Schools Act Grant Program application until all mandatory fields are completed (those with a red asterisk), character limits are in compliance, and required documents have been uploaded. Applicants should read the Proposition 47, Safe Neighborhoods and Schools Act RFP Instruction Packet prior to completing this application process. The RFP Instruction Packet contains all the necessary information to successfully complete and submit the Proposition 47, Safe Neighborhoods and Schools Act application. This document can be found at: https://www.bscc.ca.gov/s_bsccprop47/

CONFIDENTIALITY NOTICE:	All documents submitted as a part of the Proposition 47, Safe Neighborhoods and Schools Act Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)
APPLICANT INFORMATION, PROJECT TITLE AND PROJECT SUMMARY	This section requires information about the applicant and the proposed project.
Name of Applicant	City of Seaside Recreation Services
Tax Identification Number	94-6022439
Applicant's Physical Address	986 Hilby Avenue Seaside California 93955 US
Applicant's Mailing Address (if different than physical address)	
Mailing Address For Reimbursement Payments	986 Hilby Avenue Seaside California 93955 US
Project Title	Community Reintegration Collaborative
Project Summary	The goal of our project is to provide culturally appropriate diversion and case management services to juveniles and adults in the criminal justice system to reduce recidivism in Monterey County. Services will include in-jail meet and service introduction sessions, include petitions for reclassification, clinical treatment plans and therapy for those struggling with mental illness and/or substance use disorders, and guidance and support to achieve self-expressed goals through individualized case plans. Reintegration services and support will include petitions for reclassification or dismissal, family reunification and restorative justice negotiations, transitional housing assistance, acquisition of documentation to access jobs, and referrals to training and jobs.

PROJECT
NARRATIVE AND
BUDGET

Complete the following sections: Section 1. Project Need Section 2. Community Engagement Including: Proposition 47 Local Advisory Committee Membership Roster (Attachment E) and Proposition 47 Local Advisory Committee Letter(s) of Agreement (Attachment F) Section 3. Project Description Including : Proposition 47 Project Work Plan (Attachment H) Section 4. Project Evaluation and Monitoring Section 5: Project Budget Attachment (Project Budget Table and Budget Narrative) The required attachments are stand-alone documents available on the BSCC Proposition 47 Homepage: https://www.bscc.ca.gov/s_bsccprop47/ . Download, complete, and upload where prompted.

Section 1. Project
Need

The needs to be addressed by the Prop 47 program include mental health care and substance use disorder treatment to reduce recidivism.

According to the CA Health Care Foundation, nearly one in six CA adults (17%) experience a mental illness and one in 13 children (8%) has an emotional disturbance that limits their participation in daily activities (7).

According to a 2022 survey, Monterey County is in a mental health crisis. 71% had difficulty accessing health care, 53% had trouble getting an appointment, 51% had symptoms of chronic depression, and 19% unable to get mental health services. On the top ten identified community health needs, mental health ranked #2, access to health care services ranked #3, and substance use and housing ranked 6 and 7 respectively. In South Monterey County, 52% worry about making rent, 52% are food insecure, and 40% are personally impacted by substance use (9). These are significant gaps in services for the population as a whole. For the population of offenders, the numbers are much worse.

In CA, of 36,086 offenders released in 2018-19, 23% had a mental health designation with 41.9% convicted within three years of their release (1). Of 35,447 offenders released in 2017-18 (most recent report 11/23), 59.4% had a Substance Use Disorder Treatment Need. Those released to Parole had the highest conviction rate within three years, at 51.6% (2). In previous years, the juvenile recidivism rate stood at 97% in Monterey County. "We have quite a few here that are coming in off the streets and they're completely off medication, they're completely delusional. So it takes several weeks sometimes to get to a point of where you can start treating the mental illness," said Kenyon (4). California's juvenile recidivism rate is among the highest in the nation. In California, first time juvenile offenders have more than an 80% chance of being re-arrested within three years.

Monterey County Behavioral Health found that of the 1,486 participants in their Cohort II (2020-23), 15% needed Behavioral Health services and 58% needed Substance Use Treatment (6). Recruitment rates direct from incarceration were low, most likely due to their cohort's 75% Latinx population, who have a traditional avoidance of government and public agencies, stemming from fear of and negative experiences with government in their cultural ancestry. A 2023 article found in Latinx immigrants, a link between experience with law enforcement and concerns about accessing public mental health benefits. They found a ripple effect across entire families from those who were not migrants but knew

someone who had been deported. Out of 1100 subjects, 47% reported knowing someone who had been deported (5).

According to the California Reducing Disparities Project, reasons for disparities include health care providers delivering services with an inadequate cultural understanding of diverse communities, which contributes to underdiagnosis or misdiagnosis of mental illness. Lack of access to culturally competent and quality care is another reason. There continues to be a stigma of mental illness, especially for Latinx and Black populations. Systemic racism: a disproportionate number of people of color with mental health needs end up in the criminal justice system rather than in the mental health care system. Between 50% and 75% of youth in the juvenile justice system meet criteria for a mental health disorder but rather than receiving treatment, they are incarcerated (7).

Another need is to have a supply of mental health and transitional services that last longer than three months. Although rates of depression are lower for Blacks (24.6%) and Latinx (19.6%) compared to Whites (34.7%), their depression is likely to be more persistent. Substance Use Disorder can linger for an individual's entire life. The BSCC's Cohort 11 Statewide Evaluation found that the grant program effectively reduces recidivism rates in program participants who received ongoing services (p24).

The target population is measurable. The target population for this project are juveniles and adults in the criminal justice system in Monterey County. Monterey County Crime Statistics in 2022 reveal 1,877 felony arrests and 4,669 misdemeanor arrests for a total of 6,546 arrests. The Probation caseload was 2,244 adults. Of juveniles arrested, 64 were felonies and 153 misdemeanors for a total of 217. Blacks accounted for 449, and Latinx 2,950 for a total of 3,399 people of color (8). Females accounted for 25% of arrests. Current statistics will be available through Monterey County Sheriff's office and incarceration facilities. The Monterey County Public Defender Office also has access to arrest records and disposition. This project has a member of the Public Defender Office on its Local Advisory Committee.

The CDC considers social determinants such as employment, income, and housing as factors that can influence mental health and access to substance use treatment (7). For those recently released from incarceration, stable housing and food are immediate needs, and the foundation for approaching other needs such as mental health care and Substance Use Disorder Treatment, and employment.

Monterey County has a rental vacancy rate of 4.4%, now ranked the fourth most expensive place to live in California, with an increase in rental rates of 30% in the last year (KSBW). According to the BSCC Cohort II Statewide Evaluation, many grantees reported that finding stable, affordable housing for participants was challenging, with a lack of available rental units. Screening barriers, especially for individuals with felony convictions, and the discouraging housing application process also hindered participants' progress towards obtaining stable housing. It was interesting to note that those with independent housing had lower recidivism rates than those staying with family members.

Finding and obtaining employment for ex-offenders comes with its own set of barriers and gaps. In Monterey County, it is estimated that 27% of the population lacks a high school diploma, so appropriate jobs for those who have lost skills while being incarcerated are difficult to find. The Village House reports formerly incarcerated men and women returning to their communities have barriers such as finding jobs that pay a livable wage, difficulties in writing and filling out applications, and lack of documentation and work histories.

Although The Village Project (TVP) was founded to address the unmet needs of the African American population, they have always served the historically unserved and underserved populations to include, API, Latinx, Native/Indigenous, LGBTQ+. TVP programming is individualized and “meets them where they are”.

TVP will provide therapy, systems navigation, and case management to participants using their successful eco-systems approach. First, each participant will receive a comprehensive intake assessment that utilizes tools that engage them to provide information they themselves determine to be needed to help. This assessment includes safety evaluation and response, family assessment, treatment planning, service provision, case evaluation and case closure. All of this is necessary to create a case plan that is developed in collaboration with the case manager. This model encourages self-determination and allows participants to self-identify their goals whereby they then take ownership and buy-in of the outcomes they want for themselves.

Participants review systems to navigate through an ecomap that allows them to identify which systems they will engage with, i.e, school, drug treatment, church, medical, etc. Participants will have regular check-ins with their case manager and a warm hand-off will be provided between the participant and a therapist. Participants will be offered traditional as well as equine therapy. All TVP services are based on a culturally congruent approach.

The Village Project, Inc. was founded by two social workers who were aware that the African Americans and other people of color the agency would serve would have histories of profound trauma. Racism and other forms of oppression were often primary causes of that trauma, along with other factors such as abuse, neglect, untreated mental illness and other unresolved issues. As a result, the founders developed a policy of providing trauma-informed therapy and other services. Groups such as the Challenges Group for Boys/Young Men, Young Ladies of Empowerment, Grief and Loss, One Circle Group for African American and Latinx former youth rivals, and Emotional Emancipation Circles all use trauma-informed strategies and practices. For this project a Latinx/Indigenous healer is added to offer culturally congruent therapy in South Monterey County.

Section 2.
Community
Engagement

The Village Project, Inc. is a CDEP and has subject matter expertise related to community defined, culturally affirming practices, grounded in serving underserved, unserved and inappropriately served communities. The Village Project became aware of the RFP during the day of the webinar. The Village Project is a non-public entity, in accordance with the

RFP, we immediately thought about our public agency partners with which we currently engage. The City of Seaside is one such public entity. We have a long-term collaboration with the City of Seaside. At the City of Seaside's request, the Village Project gave birth to the Seaside Youth Resource Center, developing the model for service delivery, hired the staff and incubated the center for one-year, before handing it over to the City 6 years ago. We looked to BIPOC community members from throughout Monterey County who are trusted members of their communities and asked for their support. In the interest of complete transparency, we asked that they inform their community members about the LAC. As a result, and in compliance with the grant requirements, an initial team was formed to accommodate the entire county. Initial team members are the subject matter experts in the various communities related to service delivery and are trusted members of their respective communities. Each of the team members has a history of serving underserved community members. If we receive this grant, collectively, we will cast a wider net throughout Monterey County so that no one is left behind that would like to serve on the LAC.

Input was obtained from a cross-section of stakeholders and other interested parties through focus groups and interviews with the key informants that led to the formation of the initial LAC team.

Community partners were selected based on their history of serving underserved members of their various communities. They are trusted members of their communities and have demonstrated commitment and efforts to work with those in society that have been left behind.

Often, grassroots CBOs that are doing work that serves underserved community members, and are making a difference, are not informed about RFP's such as this until the very last minute. Based on our commitment to serving those individuals from our communities that are impacted and unserved, underserved, and inappropriately served, we were able to quickly pull together the LAC team based on the unmet needs of the people we serve and because of the trusting relationship we have with community members and partner stakeholders. We have qualitative first-hand knowledge of the needs of our communities because we are on front line and have successful outcomes.

The steps that ensured the process was fair and inclusive, comprehensive and transparent are articulated above.

To ensure meetings are sufficiently noticed and accessible to the public and include opportunities for participation will include announcements through various media. For example, during the Public Comment section at City Council meetings, announcements will be made to let stakeholders know meeting dates, times and locations, in English and Spanish. Other outlets will include meetings being posted on our various websites, on QR code and social media platforms, as well as churches and other gathering spaces throughout the communities.

Section 3. Project Description

The lead agency, the City of Seaside, is partnering with CBO The Village Project, Inc (a 501 c 3 nonprofit) and others to carry out the goals and objectives of delivering reentry services to the recently released population returning to Monterey County. The Village Project will provide case management services, therapy, transportation, and other transitional services needed for the participants based on “meeting participants where they are.”

The approach that will be taken will be one in which culturally affirming interventions will be provided to each of the participants with a tailor-made clinical treatment and case plan, based on their self-determined needs and identity. This approach will encapsulate participant input related to their hopes, dreams and aspirations.

There are several community partners collaborating. The Seaside Police Department will make referrals to the Seaside Family Support social work department or the Seaside Youth Resource Center when they encounter a participant to be screened to receive services from the project. Based on the City’s assessment, they will be referred to The Village Project, who will then conduct an intake assessment to screen them to determine if they meet the criteria of the grant requirements. The role of the City of Seaside begins with its Family Support Program department. Derrick Elder, Family Support Practitioner, is part of the LAC team. They are an outreach and first contact agency, who will assess and provide crisis/emergency services, then refer the individual to The Village Project if further services are indicated.

One of the partners is Yamilet Barcenas-Portugal, a practitioner providing culturally affirming healing practices to the population in the King City and South County region. This practitioner is a lifelong member of the King City, California community and is a trusted practitioner among the people in the community she serves. She is prepared to provide clinical interventions with those who come before her in a linguistic and culturally affirming manner.

The next partner in the South County region is the President of the Greenfield League of United Latin American Citizens (LULAC) Council, Beatriz Diaz, who has strong ties to the Greenfield community of indigenous farm worker community members. This partner will be vetting a case manager who will be able to provide culturally affirming case management services and has the linguistic capacity to meet this population where they are.

The next South County partner, Beatriz Vega-Morga, is from Herrera Consulting LLC. She is a member of the LAC team and a lifelong member of the Soledad, CA community where there are two prison institutions, Salinas Valley State Prison and The Correctional Training Facility in

Soledad, CA. This partner worked for the California Department of Corrections and Rehabilitation (CDCR) and brings subject matter expertise (SME) related to infrastructure of the prison system. This partner also worked on cohorts 1 and 2 providing SME and services to the population in South County. She brings a wealth of Prop 47 knowledge to the LAC team and lived experience to inform best practices, as well as culturally affirming approaches to working with the South County region.

The Village Project is a Culturally Defined Evidence Based Practice. They are one of the 35 Implementation Pilot Projects, out of the CA Dept. of Public Health's, Office of Health Equity (CDPH/OHE) that is running a research project evaluated by research scientists from Loyola Marymount University (LMU) for the Statewide Evaluation (SWE) and local evaluator, Dr. Grace Carroll, a research scientist.

Dr. Carroll has a lived history with TVPI in that she serves as the lead evaluator for The Village Project's IPP. Her body of work spans many decades. She is a published author and has ties to the community as she is from the community and left to attend college at Stanford University. This local evaluator is also intimately familiar with our needs in Monterey County and her work with our CDEP, as has been published within the SWE and available for review from the public. The CDEPs are now on the same level as EBPs but have a profound impact on BIPOC/LGBTQ+ communities throughout the State of CA. The Village Project, Inc. is the only CBO with a CDEP on the Central Coast.

The program goals include the reduction of recidivism among reentering adults and juveniles, improved mental health well-being and substance use abstinence interventions and participant completion of clinical and personal plans.

The objectives for improving mental health well-being and substance use abstinence interventions include facilitating access to healthcare and other essential services such as substance use treatment linkages, increased understanding of reentry challenges on the part of practitioners and providing sustained engagement and therapeutic services. The last goal mentioned involves objectives of conducting clinical assessments, creating treatment plans based on client needs, hopes and aspirations, implementing therapeutic interventions, monitoring and adjusting treatment plans based on needs, developing personal growth plans, evaluating progress and achievements, and preparing for therapy conclusion.

We have members of our LAC team that worked in cohort one and two. Our approach will be to have key contact with state, local, and federal law enforcement jurisdictions that will allow for referrals to be made to our project. We will work with Monterey County jail and the parole office in order to provide information about how referrals can be made to this project for those participants returning to Monterey County.

The risk/needs assessment will be evaluated based on interviews with the participants. We will be able to determine if they are low, moderate or high risk offenders. Based on their needs, we will refer them to the appropriate partner, accordingly.

If the person identified has an immediate need for substance abuse education and intervention, we will provide a referral to the appropriate partner. We will bring appropriate stakeholders onto the LAC so that they are a contributing SME to the team.

The services that our respective agencies will be providing will be to meet each participant where they are. We are planning on taking a proactive approach in that prior to individuals being released from incarceration we will know who they are, have their demographic information and interview them as well as conduct an assessment to determine what their needs are. For example, if there is a Latinx inmate from a South county city we will refer them to that particular service provider who will follow the same strategies that we will all be trained on based on the tools that will be consistent across each provider.

The types of services that will be provided to each participant will be based on what their needs are after conducting the assessment. The participant will have a case plan created by themselves and the case manager reflecting their goals and objectives needed to reengage as an active member in their community.

The plan for selecting the types and kinds of services to be provided for each participant involves participant input at intake. The first priority is to determine if each participant has food, clothing and shelter needs met. Therefore, we will explore if they have existing family that will provide space for them to return to. Part of the budget includes transitional housing. Therefore, if an individual has no other alternative for housing they will be assessed to enter our transitional housing program.

As mentioned earlier, services will be delivered in a mindful and best practice approach. It is difficult to predetermine length of treatment.

The design and implementation plan of this project stems from TVP's experience in community driven service creation and delivery. The design and implementation of this project follows in that tradition. As a result, the partners and collaborators, all of whom have preexisted for many years, understand and appreciate this fact.

The case manager will conduct a complete and comprehensive review of the clients historical needs. The case manager will determine what types of services the participant would benefit from. The case manager will develop a case plan and provide input to the clinician.

As pointed out earlier, TVP has always been community-driven. This necessarily meant being culturally responsive, culturally focused and culturally driven. Clinicians, as part of their training are trained to work with clients within and across cultures. Additionally, clinicians by necessity are trained in trauma-informed therapeutic strategies. An especial focus for clinicians is working with clients who are suffering racialized trauma, which most of our clients from our BIPOC communities suffer. As well, our clinicians are adept at working with focus on gender, gender identity and intersectionalities. Clients in this program will have immediate access to clinical services.

Principles of restorative justice include accountability, inclusion, safety, empowerment, reintegration, engagement and participation, respect, service among others. As an agency that was founded on social justice principles, restorative justice has been a major aspect of all of TVP's work. Restorative justice, by its very nature, requires culturally responsive services. While restorative justice in many cases will necessarily involve those returning to ask for forgiveness and make some sort of restitution through service or other means, they must also learn to forgive themselves as an act of healing. The mental health care each of them will receive will be of great assistance in this process as part of their healing.

Stigma is one barrier that has been reduced.

In the past there were no culture- affirming programs. Since its founding, The Village Project has helped fill that void. The program is free, thus eliminating the barrier of cost. The Village Project also has an equine therapeutic component modality for clients to receive therapy.

Leveraged funding will be provided by the City of Seaside administration salaries per budget. The Seaside Youth Resource Center works with youth who are on probation or who have recently been released from Juvenile Hall. We provide mentoring, as well as employment for these youth. The Seaside Police Department will also divert youth to the Resource Center in lieu of going to Juvenile Hall or issuing criminal citations. Here are the Youth Center leveraged funds:

Per year:

Youth Center Supervisor - \$86,319 - 25% of salary - \$21,579

Youth Resource Center Coordinator - \$74,923 - 35% of salary - \$26,223

PT Youth Resource Center Coordinator - \$53,086 - 35% of salary - \$18,580

Youth Interns (at risk Employees hired for program)

5 employees - \$16.00 an hour - 999 hours per year = $5(16 \times 999) =$
\$79,920.

Bibliography
(optional)

Numbers indicate citations within the Need Statement:

1. California Department of Corrections and Rehabilitation. Recidivism Report for Individuals Released from the California Department of Corrections and Rehabilitation in Fiscal Year 2018-19. Division of Correctional Policy Research and Internal Oversight, Office of Research, 2024.
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3. California Department of Justice. (2022). OpenJustice Crime Statistics data portal.
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6. Navarro, Ignacio A, Judson, Liette. Monterey County Health Department Behavioral Health Bureau. No Zip Code Left Behind: Addressing Inequities through Collaborative Partnerships, Cohort II Final Evaluation Report. Institute for Community Collaborative Studies, California State University Monterey Bay, 2023.
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8. Open Justice. Crime Statistics 2022.
<https://openjustice.doj.ca.gov/exploration/crime-statistics>
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10. State of California. Proposition 47 Cohort II Statewide Evaluation. Board of State and Community Corrections, 2024.

Proposition 47 Project Work Plan (Attachment H)

[Attachment-H_Project-Work-Plan_final_061024.docx](#)

Section 4. Project
Evaluation and

The effectiveness of the proposed project will be monitored and evaluated through a comprehensive plan that includes selecting an experienced

Monitoring

evaluation team, implementing robust monitoring activities, identifying quantifiable process and outcome measures, and establishing data-sharing agreements. This plan ensures alignment with the intent of Proposition 47 and the goals outlined in the work plan.

1. Evaluation Staff and Monitoring Activities

Staff and Entity Selection:

The lead agency has selected an experienced external evaluator to conduct the project evaluation. This selection was based on expertise in criminal justice, mental health, and substance use interventions.

Monitoring Activities and Phases:

- Start-up Phase: During this phase, the evaluator will collaborate with the project team to develop a detailed evaluation plan. This includes identifying key performance indicators, data collection methods, and timelines. Staff will receive training on evaluation procedures.
- Implementation Phase: The evaluator will conduct regular monitoring activities, such as site visits, staff interviews, and program record reviews, to ensure that interventions are implemented as intended. Formative feedback will be provided to make necessary adjustments.
- Service Delivery Phase: Continuous monitoring will be conducted to track the quality of service delivery. The evaluator will collect and analyze data on participant engagement, program adherence, and service quality.
- Final Evaluation: At the project's conclusion, a comprehensive evaluation report will be produced, detailing the effectiveness of interventions, lessons learned, and recommendations for future projects.

2. Process and Outcome Measures

Process Measures:

- Participant Enrollment: Tracking the number of participants enrolled in the program.
- Service Utilization: Monitoring the frequency and type of services utilized by participants.
- Program Adherence: Assessing the extent to which interventions are delivered as planned.

Outcome Measures:

- Recidivism Rates: As defined by the BSCC, including re-arrests, re-convictions, and re-incarcerations within a specified period.
- Mental Health Outcomes: Improvements in mental health status, measured by standardized assessment tools.
- Substance Use Reduction: Decrease in substance use, measured through self-reports and drug screenings.
- Completion of Plans: Number of participants who successfully complete their clinical and personal plans.

3. Preliminary Research Plan

Baseline Data Collection:

Initial assessments will be conducted upon participant entry to collect baseline data on demographics, criminal history, mental health status, and substance use.

Outcome Data Collection:

Data will be collected at regular intervals throughout the program, including at program completion and follow-up periods. Methods will include participant surveys, interviews, focus groups, and review of administrative records.

Data Analysis:

Quantitative data will be analyzed using statistical methods to measure changes in key outcomes. Qualitative data will be analyzed to understand participant experiences and identify factors contributing to program success or challenges.

4. Data Sharing Agreements

The lead agency will enter into data-sharing agreements with relevant agencies, including the California Department of Corrections and Rehabilitation (CDCR) and local law enforcement agencies, to obtain recidivism data. These agreements will comply with all legal and ethical standards, ensuring the confidentiality and security of participant information. Regular meetings will be held with data-sharing partners to facilitate smooth data exchange and address any issues that arise.

Goal-Specific Monitoring and Evaluation

Goal 1: Reduce Recidivism among Re-entering Adults and Juveniles

- Objectives: Conduct assessments for all participants, provide culturally affirming case management services, deliver trauma-informed therapy sessions (e.g., CBT, equine therapy, motivational interviewing, cultural healing strategies), and provide linkages to housing options.

- Evaluation: Track recidivism rates, participant engagement in case management and therapy sessions, and successful housing placements.

Goal 2: Improve Mental Health, Well-being, and Substance Use Intervention

- Objectives: Facilitate access to healthcare and essential services (e.g., substance use treatment linkages), increase understanding of reentry challenges and needs, and provide sustained engagement and therapeutic services.

- Evaluation: Measure improvements in mental health and well-being, access to healthcare and substance use treatment, and sustained engagement in therapeutic services.

Goal 3: Completion of Clinical and Personal Plans

- Objectives: Conduct clinical assessments, create treatment plans based on client needs and aspirations, implement therapeutic interventions, monitor and adjust therapy treatment plans, develop personal growth plans, evaluate progress and achievements, and prepare for therapy conclusion.
- Evaluation: Monitor the completion of clinical and personal plans, evaluate progress through regular assessments, and track participant achievements and therapy conclusions.

This narrative format ensures a clear, cohesive, and comprehensive description of how the project will be monitored and evaluated, addressing each element specified in the RFP and aligning with the goals and objectives of the work plan.

Section 5. Budget Attachment (Project Budget Table and Budget Narrative)

Prop-47-Cohort-4-Budget-Attachment-FINAL.xlsx

KEY PROJECT CONTACTS	This sub-section requires information about the key project contact individuals that will be acting as the project administrators of the grant. This section requires names and contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Officer with signing authority.
Project Director	Dan Meewis
Project Director's Title	Recreation Director
Project Director's Physical Address	986 Hilby Avenue Seaside California 93955 US
Project Director's Email Address	DMeewis@ci.seaside.ca.us
Project Director's Phone Number	+18318996821
Financial Officer	Jessica Riley
Financial Officer's Title	Acting Finance Director
Financial Officer's Physical Address	440 Harcourt Avenue Seaside California 93955 US
Financial Officer's Email Address	jriley@ci.seaside.ca.us
Financial Officer's Phone Number	+18318996716
Day-To-Day Program Contact	Regina Mason
Day-To-Day Program Contact's Title and Agency/Department/Organization	Director of Special Projects/ The Village Project

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Number

Day-To-Day Fiscal Dan
Contact Meewis

Day-To-Day Fiscal Recreation Director/ Recreation Department / City of Seaside
Contact's Title with
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Day-To-Day Fiscal +18318996821
Contact's Phone
Number

Name of Authorized Nick
Officer* Borges

I hereby certify I am checked
vested by the
Applicant with the
authority to enter into
contract with the
BSCC, and the
grantee and any
subcontractors will
abide by the laws,
policies, and
procedures
governing this
funding.

Date of Assurance	6/10/2024
Authorized Officer's Title and Agency/Department	Police Chief, Interim City Manager/ City of Seaside
Authorized Officer's Physical Address	440 Harcourt Avenue Seaside California 93955 US
Authorized Officer's Email Address	nborges@ci.seaside.ca.us
Authorized Officer's Phone Number	+18318996892
OTHER ATTACHMENTS: MANDATORY AND OPTIONAL	The following attachments are mandatory: Appendix B: Criteria for Non-Governmental Organizations Receiving BSCC Funds Appendix C: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement The following attachment is optional at time of submission, but will be required if the grant is awarded: Attachment G: Governing Board Resolution attachment upload is optional at Application submission. These documents are stand-alone documents available on the BSCC Proposition 47 Homepage: https://www.bscc.ca.gov/s_bsccprop47/ . Download, complete, and upload where prompted.
Appendix B: Criteria for Non-Governmental Organizations Receiving BSCC Grant Subaward Appendix-B_Criteria-for-NGOs_filled_in.pdf	
Appendix C: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement Appendix-C_Certification-of-Compliance_signed.pdf	
Attachment G: Governing Board Resolution (Optional)	

Appendix C: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

Required Attachment: Applicants will be prompted to upload this document from the BSCC [Proposition 47 webpage](#) to the BSCC Submittable Application Portal

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

☒ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

☒ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

☒ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Nick Borges	Interim City Mgr Police Chief	(831) 899-6702	nborges@ci.seaside.ca.us
STREET ADDRESS	CITY	STATE	ZIP CODE
440 Harcourt Ave Seaside, CA 93955	Seaside	CA	93955
APPLICANT'S SIGNATURE (e-signature acceptable)			DATE
X			June 6, 2024

Attachment F
Proposition 47 Local Advisory Committee Letter of Agreement

June 4, 2024

Community Reintegration Collaborative

This is a letter of agreement between CITY OF SEASIDE, RECREATION SERVICES, Lead Agency, and all organizations listed herein for the purpose of applying for the Proposition 47 Grant. All organizations listed herein agree to participate on the local Proposition 47 Local Advisory Committee led by CITY OF SEASIDE, RECREATION SERVICES, using a collaborative approach. This advisory body will, at a minimum, advise the Lead Agency on:

- How to identify and prioritize the most pressing needs to be addressed (to include target population, target area, etc.);
- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project, and
- Ongoing implementation of the grant project.

The Local Advisory Committee shall convene monthly, virtually.

Signed in mutual agreement,

CITY OF SEASIDE, RECREATION SERVICES

By: 

Daniel Meewis, Recreation Director
City of Seaside, Recreation Services
986 Hilby Avenue
Seaside, CA 93955

PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES

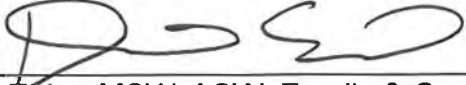
By: _____

By: _____

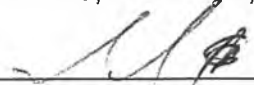
Stacie Andrews, MSW, Executive Director
Founder
The Village Project
1069 Broadway Avenue, Suite 201
Seaside, CA 93955

Melvin Mason, LCSW, Co-
The Village Project
1069 Broadway Avenue, Suite
Seaside, CA 93955

PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES,
continued

By: 

Derrick Elder, MSW, ASW, Family & Community Support Practitioner
City of Seaside Family & Community Support Program
775 Kimball Ave, Suite 102, Seaside, CA 93955

By: 

Ted Black, Youth Resource Center Coordinator
City of Seaside Youth Resource Center
986 Hilby Avenue, Seaside, CA 93955

By: _____

Matt Doza, Commander, Bureau of Field Operations
Seaside Police Department
440 Harcourt Ave, Seaside, CA 93955

By: _____

Kelvin D. Windham, Chief Public Defender Investigator
Monterey County Public Defender
168 W Alisal St, 2nd Floor, Salinas, CA 93901

By: _____

Regina Mason, ACSW, Co-Founder, Manager Special Projects
The Village Project
1069 Broadway Avenue, Suite 201, Seaside, CA 93955

By: _____

Beatriz Diaz, President
League of United Latin American Citizens, Council 3298
602 Madera Avenue, Greenfield, CA 93927

By: _____

Yamilet Barcenas-Portugal, AMFT, Indigenous Healing Practitioner
PO Box 708, King City, CA 93930

By: _____

Grace Carroll, PhD, Chief Executive Officer
Carroll Consulting

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June 4, 2024

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By: _____
Daniel Meewis, Recreation Director
City of Seaside, Recreation Services
986 Hilby Avenue
Seaside, CA 93955

PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES

By: Stacie Andrews
Stacie Andrews, MSW, Executive Director
The Village Project
1069 Broadway Avenue, Suite 201
Seaside, CA 93955

By: Melvin Mason
Melvin Mason, LCSW, Co-Founder
The Village Project
1069 Broadway Avenue, Suite 201
Seaside, CA 93955

PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES, continued

By: _____

Derrick Elder, MSW, ASW, Family & Community Support Practitioner
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By: Regina Mason

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By: Grace Carroll

Grace Carroll, PhD, Chief Executive Officer
Carroll Consulting
Oakland, CA

PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES, continued

PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES, continued

By: _____

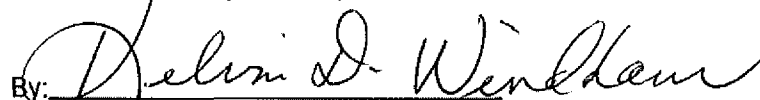
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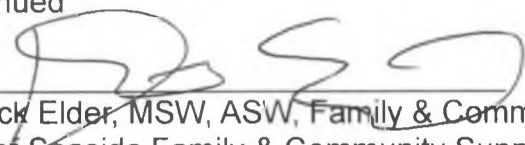
By: _____

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PO Box 708, King City, CA 93930

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Oakland, CA

PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES,
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By: Grace Carroll

Grace Carroll, PhD, Chief Executive Officer
Carroll Consulting
Oakland, CA

PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES, continued

By: Beatriz Vera-Morga
Beatriz Vera-Morga
Herrera Consulting Services
PO Box 1649, Gonzales, CA 93926

By: _____

By: _____

By: _____

By: _____

Attachment F
Proposition 47 Local Advisory Committee Letter of Agreement

June 4, 2024

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CITY OF SEASIDE, RECREATION SERVICES

By: 

Daniel Meewis, Recreation Director
City of Seaside, Recreation Services
986 Hilby Avenue
Seaside, CA 93955

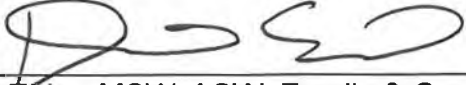
PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES

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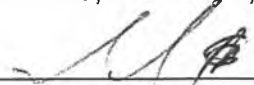
By: _____
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Melvin Mason, LCSW, Co-
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PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES,
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602 Madera Avenue, Greenfield, CA 93927

By: _____

Yamilet Barcenas-Portugal, AMFT, Indigenous Healing Practitioner
PO Box 708, King City, CA 93930

By: _____

Grace Carroll, PhD, Chief Executive Officer
Carroll Consulting

PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES, continued

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PO Box 708, King City, CA 93930

By: _____

Grace Carroll, PhD, Chief Executive Officer
Carroll Consulting
Oakland, CA

Attachment D: Proposition 47 Local Advisory Committee Membership Roster

Required Attachment: Applicants will be prompted to upload this document from the BSCC [Proposition 47 webpage](#) to the BSCC Submittable Application Portal

Lead Agency: City of Seaside, Recreation Services Division

Individual Name	Job Title	Agency/Organization
Daniel Meewis	Recreation Director	City of Seaside
Stacie Andrews	Executive Director	The Village Project
Melvin Mason	Co-Founder	The Village Project
Derrick Elder	Family & Community Support Practitioner	City of Seaside Family & Community Support Program
Ted Black	Youth Resource Center Coordinator	City of Seaside Youth Resource Center
Matt Doza	Commander, Bureau of Field Operations	Seaside Police Department
Kelvin D. Windham	Chief Public Defender Investigator	Monterey County Public Defender
Regina Mason	Co-Founder, Manager Special Projects	The Village Project
Beatriz Diaz	President	League of United Latin American Citizens, Council 3298
Yamilet Barcenias-Portugal	Indigenous Healing Practitioner	Yamilet Barcenias-Portugal
Grace Carroll	Chief Executive Officer	Carroll Consulting
Beatriz Vera-Morga	Chief Executive Officer	Herrera Consulting Services

Attachment H: Proposition 47 Project Work Plan

Required Attachment: Applicants will be prompted to upload this document from the BSCC [Proposition 47 webpage](#) to the BSCC Submittable Application Portal.

Instructions: Applicants must complete a Project Work Plan, using the format below, that identifies measurable goals and objectives, process and outcome measures, activities and services, responsible parties for those activities and services, data sources and estimated timelines. Completed plans should (1) identify the project's top goals and objectives; (2) identify how the goal(s) will be achieved in terms of the activities, responsible staff/partners, and start and end dates, process, and outcome measures; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. The Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. A minimum of one goal and corresponding objectives, process measures, etc. must be identified.

(1) Goal:	Reduce Recidivism Among Reentering Adults and Juveniles		
Objectives (A., B., etc.)	1A: Conduct Intake Assessments for all participants. 1B: Provide Culturally affirming case management services. 1C: Deliver trauma-informed therapy sessions in various modalities, (i.e., CBT, Equine, Motivational Interviewing, cultural healing strategies, etc.). 1D: Provide linkages to housing options.		
Process Measures and Outcome Measures:	Process: site visits, staff interviews, program record reviews, administrative record reviews – including meeting minutes. Number of intake assessments conducted. Number of participants enrolled in case management. Number of therapy sessions provided. Outcome Measures: Track the percentage of participants who are re-arrested or re-incarcerated within a specified period (e.g., 12 months) after completing the program, linked to the number of intake assessments conducted, number of participants enrolled in case management and number of therapy sessions provided. Use of criminal justice databases to monitor participant recidivism rates at post program completion at 6 and 12 months, for up to 3 years, and report in final evaluation. The tools developed by evaluator will be used to assess outcomes of participants served and will be provided in the final evaluation report.		
Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
Intake assessments for new participants. Regular case management meetings. Weekly therapy sessions.	Case Manager. Trauma-informed Therapists. Administrative Support. Evaluator	10/1/24	6/30/28
List data and sources to be used to measure outcomes: Intake assessment records. Case management logs. Therapy session attendance records.			

(2) Goal:	Improve Mental Health Well-Being and Substance Use Intervention to Participants.		
Objectives (A., B., etc.)	2A: Facilitate access to healthcare and other essential services, such as substance use treatment linkages. 2B: Increase understanding of reentry challenges and needs. 2C: Provide sustained engagement in therapeutic services.		
Process Measures and Outcome Measures	Process: Focus groups, surveys, interviews, review admin records – including meeting minutes. Number of healthcare referrals made. Participant feedback on reentry challenges. Retention rates in therapeutic services. Outcome Measures: Improved scores on depression scales used. Increased participant self-reported well-being. Enhanced social support networks.		
Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
Partner with providers to create a referral network to ensure timely access to essential supports. Utilize existing community events to connect participants with needed resources. Conduct engagement surveys with participants to gather qualitative data on challenges faced during reentry. Create re-entry resource guide to distribute to participants. Create a 6 week equine therapy group to provide trauma informed healing for participants.	Case Managers. Health care providers, i.e., therapists, equine social work therapist. Evaluator	10/1/24	6/30/28
List data and sources to be used to measure outcomes: Healthcare referral logs. Workshop attendance and feedback forms. Therapy session records.			

		Create a written plan that includes the client's goals, objectives, and interventions within the first three sessions, and ensure client agreement and signature are on the therapy plan. Track the number and interventions used in each session and monitor client's adherence to intervention strategies through session notes and client feedback. Schedule bi-monthly or monthly review sessions to evaluate effectiveness of interventions, and document any changes made to the plan. Create and document a personal growth plan by the mid-point of the therapy process and include SMART goals in the personal growth plan. Use standardized assessment tools at regular intervals (e.g., every 4-6 weeks) to measure progress, and record progress in client's file and discuss during sessions. Create a discharge plan that includes follow-up and resources and schedule a final evaluation session to discuss the completion of the therapy and personal growth plans.	
Project activities that support the identified goals and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
Collaborate with client to identify specific therapeutic goals. Begin implementing selected therapeutic interventions. Regularly review and adjust the therapy plan based on client progress and feedback. Assist the client in creating personal growth plan that includes life goals beyond therapy. Conduct regular evaluations of the client's progress toward clinical and personal goals. Develop a plan for the conclusion of therapy, including relapse prevention and strategies.	Clinician Evaluator	10/1/28	6/30/28
List data and sources to be used to measure outcomes: Case management files. Workshop attendance and feedback forms. Therapy session records. Client treatment plans.			

Appendix B: Criteria for Non-Governmental Organizations Receiving BSCC Grant Subawards

Required Attachment: Applicants will be prompted to upload this document from the BSCC [Proposition 47 webpage](#) to the BSCC Submittable Application Portal.

Instructions: The form on the following page must be submitted with the proposal even if there are no plans to subcontract at the time of submission, or if the name of the subcontract party is unknown. In either of these cases, the applicant should write “N/A” in the Name of Subcontracted Party column and complete the signature box. A signature on this form provides an assurance to BSCC that the signing authority has read and acknowledged these terms.

The Proposition 47 Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)¹ providing services with grant funds. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any Proposition 47 funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Proposition 47 grant funds (as either a direct grantee, subgrantee, or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its Proposition 47 Grant Agreement with the BSCC or with the start date of the grantee’s subcontract agreement;
 - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the [California Secretary of State](#) prior to the start date of the Grant Agreement with the BSCC or the start date of the grantee’s subcontract agreement;
- Be registered with the [California Secretary of State’s Office](#), if applicable;
- Be registered with the [California Office of the Attorney General, Registry of Charitable Trusts](#), if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgments or liens; and
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.

Completing the NGO Assurance (next page)

1. Provide the name of the Applicant Agency (the Grantee).
2. List all contracted parties (if known*).
3. Check Yes or No to indicate if each contracted part meets the requirements.
4. Sign and submit with the proposal.

***Note:** If the name of the contracted part is unknown, write TBD in the “Name of Contracted Party” field and sign the document.

In addition to the administrative criteria listed above, any non-governmental, community-based organization that receives Proposition 47 grant funds must have a proven track record working with the target population and the capacity to support data collection and evaluation efforts.

¹ Non-Governmental Organizations (NGOs) include community-based organizations, faith-based organizations, non-profit organizations/501(c)(3)s, for profit service providers, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual.

**Proposition 47 Grant Program
Non-Governmental Organization Assurances**

Name of Applicant: City of Seaside, Recreation Services

Name of Subcontracted Party	Address	Email/Phone	Meets All Requirements
The Village Project	1069 Broadway Avenue, Ste 201, Seaside, CA 93955	stacie@villageprojectinc.org	Yes x No ☐
City of Seaside, Family & Community Support Program	775 Kimball Ave, Ste 102, Seaside, CA 93955	delder@ci.seaside.ca.us	Yes x No ☐
Seaside Police Department	440 Harcourt Ave, Seaside, CA 94955	MDoza@ci.seaside.ca.us	Yes x No ☐
League of United Latin American Citizens, Council 3298	602 Madera Avenue, Greenfield, CA 93927	beatrizd674@sbcglobal.net	Yes x No ☐
Yamilet Barcenas-Portugal	PO Box 708, King City, CA 93930	yamibarcena@gmail.com	Yes x No ☐
Carroll Consulting	Oakland, CA	gracecarroll63@gmail.com	Yes x No ☐

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Proposition 47 RFP. These records will be subject to the records and retention language found in the Standard Agreement. The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE

This document must be signed by the person who is authorized to sign the Grant Agreement.

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Daniel Meewis	Recreation Director	831.899.6821	DMeewis@ci.seaside.ca.us
STREET ADDRESS	CITY	STATE	ZIP CODE
986 Hilby Avenue	Seaside	CA	93955
APPLICANT'S SIGNATURE (e-signature acceptable)			DATE
X 			June 4, 2024

2024 Proposition 47 Grant Program- Project Budget and Budget Narrative

Name of Applicant/Lead Agency: City of Seaside, Recreation Department

Contract Term: October 1, 2024 through June 30, 2028

Note: Excel rows 7 through 16 will auto-populate based on the information entered in the sections below.

Budget Line Item	Grant Funds	Leveraged Funds	Total
1. Salaries and Benefits	\$472,231	\$1,041,319	\$1,513,550
2. Services and Supplies	\$49,000	\$0	\$49,000
3. Professional Services or Public Agency Subcontracts	\$32,800	\$0	\$32,800
4. Non-Governmental Organization (NGO) Subcontracts <i>(minimum 50% of grant funds)</i>	\$4,660,183	\$0	\$4,660,183
5. Project Evaluation and Monitoring <i>[minimum of 5% (or \$50,000, whichever is greater) but not more than 10% of total requested funds]</i>	\$100,000	\$0	\$100,000
6. Equipment/Fixed Assets	\$122,000	\$0	\$122,000
7. Compliance Audit <i>(must not exceed \$25,000 in grant funds)</i>	\$25,000	\$25,000	\$50,000
8. Other (Travel, Training, etc.)	\$13,894	\$0	\$13,894
9. Indirect Cost	\$547,511	\$0	\$547,511
TOTAL	\$6,022,619	\$1,066,319	\$7,088,938

1a. Salaries and Benefits

Name and Title	(Show as either % FTE <u>or</u> Hourly Rate) & Benefits	Grant Funds	Leveraged Funds	Total
Recreation Director	.10 FTE +25% benefits	\$0	\$89,759	\$89,759
Grant Administrator (new hire) 100% full time	1 FTE + 25% benefits	\$472,231	\$0	\$472,231
Part time Admin Assistant	.15 FTE +10% benefits	\$0	\$35,661	\$35,661
Family and Community Support Practitioner	.15 FTE +25% benefits	\$0	\$75,041	\$75,041
Family and Community Support Technician	.25 FTE + 25% benefits	\$0	\$88,430	\$88,430
Youth Center Supervisor	.25 FTE + 25% benefits	\$0	\$106,961	\$106,961
Youth Resource Center Coordinator	.35 FTE + 25% benefits	\$0	\$129,976	\$129,976
5 Youth Interns @ 19 hrs pr week	\$16/hr x 5 interns x 999 hours ea + 10% benefits	\$0	\$351,648	\$351,648
Youth Resource Center Coordinator P/T	.35 FTE + 10% benefits	\$0	\$81,752	\$81,752
Assistant Finance Director	.10 FTE +25% benefits	\$0	\$82,091	\$82,091
TOTAL		\$472,231	\$1,041,319	\$1,513,550

1b. Salaries and Benefits Narrative:

Enter narrative here. You may expand row height if needed.

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Grant Funds	Leveraged Funds	Total
stationery and supplies program documentation and monitorint		\$6,000	\$0	\$6,000
mobile hyGINE supplies for shower/restroom unit		\$20,000	\$0	\$20,000
mobile crisis response supplies for transit van		\$15,000	\$0	\$15,000
water costs for mobile shower unit		\$8,000	\$0	\$8,000
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
TOTAL		\$49,000	\$0	\$49,000

2b. Services and Supplies Narrative:

Stationary Supplies at a cost of \$1,500 x 4 years is \$6,000. There will also be supplies for the mobile shower unit at a cost of \$5,000 ax 4 year for a total of \$20,000. In addition there will be supplies needed to stock the mobile crisis response van at a cost of \$5,000 x 3years for a total of \$15,000. Finally, the water costs for the mobile unit is estimated to cost \$2,000 x 4 years for a total of \$8,000.

3a. Professional Services or Public Agency Subcontracts

Description of Professional Service(s)	Calculation for Expenditure	Grant Funds	Leveraged Funds	Total
IT support contract for grant database	60 hrs @ \$120/hr	\$28,800	\$0	\$28,800
software for client tracking and monitoring	yearly subscription @ \$1000 per year	\$4,000	\$0	\$4,000
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0

		TOTAL	\$32,800	\$0	\$32,800
3b. Professional Services or Public Agency Subcontracts Narrative:					
Enter narrative here. You may expand row height if needed.					
4a. Non-Governmental Organization (NGO) Subcontracts					
Description of Subcontracts	Calculation for Expenditure	Grant Funds	Leveraged Funds	Total	
The Village Project, CBO		\$4,660,183	\$0	\$4,660,183	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
TOTAL (minimum of 50% of grant funds to subcontracts with non-governmental, community-based organizations)		\$4,660,183	\$0	\$4,660,183	
4b. Non-Governmental Organization (NGO) Subcontracts Narrative:					
•10% time FTE Executive Director on base annual salary of \$90,000. This equals \$9,000 Year 1, \$9,360 Year 2, \$79,734 Year 3, and \$7,593 Year 4 including a 4% cost of living (COLA) increase in Years 2-4 for a total of \$35,687. •100% time FTE Grant Administrator with base annual salary of \$65,000. \$65,000 year 1 with a 4% COLA increase in years 2-4 (\$67,600; \$70,304; and \$54,837) for a total of \$257,741. • Part Time Administrative Assistant at \$40 per hour for 20 hours per week for the duration of the grant with a COLA increase in years 2-4. Annual pay is \$41,600 Year 1; \$43,264 Year 2; \$70,304 Year 3; and \$35,096 Year 4. Total \$164,954 •100% time FTE Lead Case Manager with base annual salary of \$65,000. 65,000 year 1 with a 4% COLA increase in years 2-4 (\$67,600; \$70,304; and \$54,837) for a total of \$257,741. •Three 100% FTE Case Managers at \$30 per hour for 40 hours per week at \$62,400 Year 1 with 4% COLA years 2-4 (\$64,896; \$67,492; \$52,644). Totaling \$247,431 per Case Manager for the grant term. •100% time FTE Therapist with a base annual salary of \$100,000. \$100,000 year 1 with 4% COLA increase in years 2-4 (\$104,000; \$108,160; \$84,365). Totaling \$396,525 for the grant term. •50% time FTE Therapist at \$75 per hour, 20 hours per week at \$78,000 year 1 with 4% COLA increase years 2-4 (\$81,120; \$84,365; \$65,805). Totaling \$309,289 for the grant term. •50% time FTE Bookkeeper at \$40 per hour for 20 hours per week for the duration of the grant with a COLA increase in years 2-4. Annual pay is \$41,600 Year 1; \$43,264 Year 2; \$70,304 Year 3; and \$35,096 Year 4. Total \$164,954.					
5a. Project Evaluation and Monitoring					
Description of Project Evaluation and Monitoring		Grant Funds	Leveraged Funds	Total	
Evaluator contract with Grace Carroll Consulting LLC		\$100,000	\$0	\$100,000	
			\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	
		\$0	\$0	\$0	

	\$0	\$0	\$0
TOTAL (minimum 5% of requested grant funds or \$50,000, whichever is greater, but not more than 10%)	\$100,000	\$0	\$100,000

5b. Project Evaluation and Monitoring Narrative:

Estimate from Evaluator Carroll Consulting LLC was: Project Evaluator at \$100,000 over 4 year grant term. \$26,667 Years 1-3, \$19,999 Year 4.

6a. Equipment/Fixed Assets

Description of Equipment/Fixed Assets	Calculation for Expense	Grant Funds	Leveraged Funds	Total
2 station shower and restroom portable combo unit		\$50,000	\$0	\$50,000
mobile crisis response vehicle/transit van		\$72,000	\$0	\$72,000
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
TOTAL		\$122,000	\$0	\$122,000

6b. Equipment/Fixed Assets Narrative:

In year one the City of Seaside's Family and Community Support program which is a mobile crisis unit is requesting the purchase of a mobile two station shower and restroom unit at a cost of \$50,000 to help assist with the unhouse population. In year two, the program would purchase a transit van to pull the shower unit, and to use as a mobile crisis response vehicle The total cost of equipment is \$122,000 .

7a. Compliance Audit

Description of Compliance Audit	Calculation for Expense	Grant Funds	Leveraged Funds	Total
Financial audit year 4		\$25,000	\$25,000	\$50,000
		\$0	\$0	\$0
		\$0	\$0	\$0
TOTAL (must not exceed \$25,000 in Grant Funds)		\$25,000	\$25,000	\$50,000

7b. Compliance Audit Narrative:

Enter narrative here. You may expand row height if needed.

8a. Other (Travel, Training, etc.)

Description of Other (Travel, Training, etc.)	Calculation for Expense	Grant Funds	Leveraged Funds	Total
mileage reimbursement	2000 x .67/yr	\$5,360	\$0	\$5,360
yearly trainings for staff - domestic violence, homelessness, cultural		\$8,000	\$0	\$8,000
day trip to Sacramento	\$166 per diem + mileage .67 x 368	\$534	\$0	\$534
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
TOTAL		\$13,894	\$0	\$13,894

8b. Other (Travel, Training, etc.) Narrative:

Estimated travel for City Staff is 2000 miles a year to attend various trainings thought the state. $2000 \times .67 = \$1,340 \times 4$ years for a total of \$5,360. There is also an anticipated cost of \$2,000 a year for various trainings for a total of \$8,000 for the 4 year period. Added: 1 trip to Sacramento.

9a. Indirect Costs

For this grant program, indirect costs may be charged using only one of the two options below:	Grant Funds	Leveraged Funds	Total
1) Indirect costs not to exceed 10 percent (10%) of the total grant award. Applicable if the organization does not have a federally approved indirect cost rate.	\$547,511	\$0	\$547,511
<i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>	\$547,511		
2) Indirect costs not to exceed 20 percent (20%) of the total grant award. Applicable if the organization has a federally approved indirect cost rate. Amount claimed may not exceed the organization's federally approved indirect cost rate.	\$0	\$0	\$0
<i>If using Option 2) grant funds allocated to Indirect Costs may not exceed:</i>	\$1,095,022		
<i>Please see instructions tab for additional information regarding Indirect Costs.</i> <i>If the amount exceeds the maximum allowed and/or turns red, please adjust it to not exceed the line-item noted.</i> TOTAL	\$547,511	\$0	\$547,511

9b. Indirect Costs Narrative:

Enter narrative here. You may expand row height if needed. **If using a federally approved indirect cost rate, please include the rate in the narrative.**

APPENDIX A: PROPOSITION 47 GRANT PROGRAM SCORING PANEL ROSTER

	Name	Title/Organization
1	Edgar Campos	Chief Advancement Officer / LA Promise Fund
2	Efrat Sharony	Criminal Justice Advocate & Consultant
3	Ellen McDonnell	Public Defender / Contra Costa Public Defenders
4	Jennifer Jennison	Chief Deputy Public Defender / Stanislaus County Public Defender
5	Jon Trochez	Administrative Deputy / LA County Public Defender
6	Mack Jenkins	Chief of the Criminal Division / U.S Attorney's Office Central District of California
7	Mary Green	Chief Investigator / Placer County District Attorney
8	Rachel Katz	Finance & Administration Director / California Pan-Ethnic Health Network

APPENDIX B: CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING PROPOSITION 47 GRANT FUNDS

The Proposition 47 Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)¹ providing services with grant funds. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any Proposition 47 funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Proposition 47 grant funds (as either a direct grantee, subgrantee, or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its Proposition 47 Grant Agreement with the BSCC or with the start date of the grantee's subcontract agreement;
 - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the [California Secretary of State](#) prior to the start date of the Grant Agreement with the BSCC or the start date of the grantee's subcontract agreement;
- Be registered with the [California Secretary of State's Office](#), if applicable;
- Be registered with the [California Office of the Attorney General, Registry of Charitable Trusts](#), if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgements or liens; and
- Have any other state of local licenses or certifications necessary to provide services requested (e.g., facility licensing by the Department of Health Care Services) if applicable.

Completing the NGO Assurance (next page)

1. Provide the name of Applicant Agency (the Grantee).
2. List all contracted parties (if known*).
3. Check Yes or No to indicate if each contracted party meets the requirements.
4. Sign and submit with the proposal.

***Note:** If the name of the contracted party is unknown, write TBD in the "Name of Contracted Party" field and sign the document.

In addition to the administrative criteria listed above, any non-governmental, community-based organization that receives Proposition 47 grant funds must have a proven track records working with the target population and the capacity to support data collection and evaluation efforts.

¹ Non-Governmental Organizations (NGOs) include community-based organizations, faith-based organizations, non-profit organizations/501(c)(3)s, for profit service providers, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual.

NOTE: These criteria do not apply to government organizations (e.g., counties, cities, school districts, etc.).

**APPENDIX B: CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING
PROPOSITION 47 GRANT FUNDS**

Name of Applicant: City of Seaside Recreation Services			
Name of Subcontracted Party	Address	Email/Phone	Meets All Requirements
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Proposition 47 RFP. These records will be subject to the records and retention language found in the Standard Agreement. The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE			
This document must be signed by the person who is authorized to sign the Grant Agreement.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (e-signature acceptable) X			DATE



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: November 21, 2024

SUBJECT: AN ORDINANCE TO MODIFY TITLE 19 OF THE SEASIDE MUNICIPAL CODE MODIFYING THE ALLOWABLE NUMBER OF CANNABIS DISPENSARIES AND MAKING OTHER CHANGES TO THE OPERATION AND SELECTION OF CANNABIS DISPENSARIES WITHIN THE CITY OF SEASIDE. THIS ITEM IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B) OF THE CEQA GUIDELINES (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION

Adopt an ordinance to modify title 19 of the Seaside Municipal Code modifying the allowable number of cannabis dispensaries and making other changes to the operation and selection of cannabis dispensaries within the City of Seaside.

BACKGROUND

Following adoption of Proposition 65 legalizing the "adult" (ie recreational) use of cannabis in November 2016, in September 2017 the Seaside City Council adopted Ordinance 1043, which added Title 19 to its Municipal Code. Title 19 established the application process and operating requirements for cannabis-related businesses. Under Ordinance 1043 a maximum of three dispensaries could be permitted in the City.

Following a review of applications for dispensaries in December 2017, the Council adopted Ordinance 1046 in February 2018, which increased the number of allowed dispensaries from three to six. In March 2018, the Council approved Development/Operating Agreements for six cannabis dispensaries.

In April 2021, the Council adopted Ordinance 2002, which increased the allowable

number of dispensaries was increased to a total of nine (including six in the West Broadway Urban Village and three elsewhere in the City). However, no additional dispensaries commenced operations following this amendment. Currently, there are six dispensaries with valid Use Permits and Development/Operating Agreements in the City:

Canna Cruz (680 Broadway Avenue)
Halfpipe (840 Broadway Avenue)
Higher Level of Care (310 Amador Avenue)
Rare Earth (575 Broadway Avenue)
The Reef (1904 Fremont Boulevard)
Seaside Green (1717 Fremont Boulevard)

As time passes, the industry continues to evolve and more information regarding the operations and impacts becomes available. At the June 20, 2024 City Council meeting, Council expressed concern that the currently approved number of dispensaries may be too high and requested that staff review the number of dispensaries. On September 19, staff brought draft language for modifications to the Ordinance to the Council for feedback. Council indicated that it was supportive of the Ordinance as proposed, except that the maximum allowable number of dispensaries should be set at three, with the caveat that any dispensary with valid, current approvals from the City could continue to operate so long as they operate in compliance with the terms of their Development/Operating Agreement, Conditional Use Permit, and/or State or local laws.

Staff has made adjustments to the language accordingly. The Ordinance as presented herein contains identical language to what was presented at the September 19, 2024 meeting, with the following exceptions:

- 1) The maximum number of allowable dispensaries has been changed from four to three. Language indicating that no more than three dispensaries could be located in the West Broadway Urban Village is now redundant and has been eliminated.
- 2) Language regarding the need for dispensaries to maintain (and make available for inspection) records of background checks for officers and employees has been moved from Section 19.02.020.B to Section 19.02.120.H. The proposed language has not been changed.

The proposed Ordinance Amendment is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b) of the CEQA Guidelines as the proposed changes only alter the review processes for cannabis dispensaries and there will be no changes to the land use(s) allowed by the Zoning Ordinance at any location within the City.

FISCAL IMPACT

This Ordinance is not expected to have any immediate significant impact on the City.

ATTACHMENTS

1. Proposed Ordinance Cannabis Dispensaries
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

ORDINANCE NO. _____

AN ORDINANCE TO MODIFY TITLE 19 OF THE SEASIDE MUNICIPAL CODE MODIFYING THE ALLOWABLE NUMBER OF CANNABIS DISPENSARIES AND MAKING OTHER CHANGES TO THE OPERATION AND SELECTION OF CANNABIS DISPENSARIES WITHIN THE CITY OF SEASIDE. THIS ITEM IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(b) OF THE CEQA GUIDELINES.

WHEREAS, In September 2017, the City Council adopted Ordinance 1043, adding Title 19 to its Municipal Code to establish an application process for cannabis dispensaries and limiting the total allowable number of dispensaries to no more than three; and

WHEREAS, in February 2018 the Council adopted Ordinance 1046, which increased the maximum number of dispensaries allowed to six; and

WHEREAS, in April 2021, the Council adopted Ordinance 2002, which increased the number of dispensaries allowed to six within the West Broadway Urban Village and three elsewhere in the City, for a total of nine; and

WHEREAS, there are currently six approved dispensaries within the City of Seaside; and

WHEREAS, the City Council desires to reduce the maximum number of allowable dispensaries within the City of Seaside; and

WHEREAS, on September 19, 2024, the City Council reviewed the language of the proposed Ordinance and provided feedback to staff to reduce the maximum number of allowed dispensaries to no more than three, excepting that dispensaries that have already been approved may continue to operate so long as they remain in compliance with all applicable requirements; and

WHEREAS, this Ordinance would also make other minor changes regarding the operation and selection of cannabis dispensaries; and

WHEREAS, staff has modified the originally presented language to reflect the feedback of the Council; and

WHEREAS, this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b) of the CEQA Guidelines as the proposed changes only alter the review processes for cannabis dispensaries and

there will be no changes to the land use(s) allowed by the Zoning Ordinance at any location within the City.

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

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

SECTION 2. Title 19 is hereby amended to reflect the changes identified in the attached Exhibit "A."

SECTION 3. If any provision, section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 4. This Ordinance shall become effective thirty days following adoption.

INTRODUCED at a regular meeting of the City Council of the City of Seaside, State of California, held on the 7th day of November 2024.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, held on the ___th day of _____ 2024 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon,
City Attorney

Attach: Exhibit "A" – Proposed Amendment

Exhibit “A”

Chapter 19.02

CANNABIS DISPENSARIES AND OPERATING STANDARDS

Sections:

- 19.02.010 Cannabis dispensaries.
- 19.02.020 Eligibility requirement.
- 19.02.030 Operation plan.
- 19.02.040 Dispensing.
- 19.02.050 Members and employees of medical dispensaries.
- 19.02.060 Adult dispensaries.
- 19.02.070 Security.
- 19.02.080 Signage.
- 19.02.090 Delivery.
- 19.02.100 Neighborhood compatibility.
- 19.02.110 Consumption of cannabis, tobacco, or alcohol.
- 19.02.120 Regulatory fees, seller’s permit.

19.02.010 Cannabis dispensaries.

A. ~~The city manager shall issue~~ All cannabis dispensaries shall obtain a valid conditional use permits for from the City of Seaside prior to operation of adult or medical cannabis operations in such numbers as authorized by the city council. In addition, each cannabis dispensary shall enter into a development/operating agreement with the City of Seaside prior to the commencement of operations. The total number of conditional use permits shall not exceed six valid dispensaries of each type within the West Broadway Urban Village and a total of three dispensaries of each type City-wide not located in the West Broadway Urban Village.

B. Whenever possible, adult and medical cannabis dispensaries shall be located paired with and operated adjacent to a dispensary of the other type. ~~An adult dispensary shall be collocated with a medical dispensary when possible.~~

C. No cannabis dispensary of any type shall be located within six hundred feet of any public or private school providing instruction in any grade kindergarten through 12, but not including any home schooling, and shall be located in a ~~commercial or industrial~~ zone as approved in SMC Title 17.

D. Dispensaries not located in the West Broadway Urban Village, as defined by the West Broadway Urban Village Specific Plan, ~~Specific Plan~~ shall not be located within 700 feet of another dispensary located outside the West Broadway Urban Village ~~Specific Plan~~ unless adjacent to a collocated dispensary of the opposite type as set forth in subsection B of this section. Those located in the West Broadway Urban Village ~~Specific Plan~~ shall not be located within 400 ~~hundred~~ feet of another dispensary located within the West Broadway Urban Village ~~Specific Plan~~ unless adjacent to a collocated dispensary of the opposite type as set forth in subsection B of this section.

E. No cannabis dispensary use permit of any type shall be allowed on more than one assessor's parcel number (APN), unless such APN is directly adjacent to the primary APN. APN's separated by public streets shall require a separate conditional use permit.

F. The total number of development/operating agreements within the City of Seaside shall not exceed three valid dispensaries of each type. Notwithstanding the above, any business already in possession of a valid development/operating agreement may continue to operate in accordance with the terms of that agreement, the terms of any existing conditional use permit, California law, and the Seaside Municipal Code.

19.02.020 Eligibility requirement.

A. No person shall own any interest or maintain any position, including employee, with a dispensary other than that of a member convicted of any of the following crimes within the time limit specified:

1. Homicide, at any point in the past.
2. Any serious felony listed in Penal Code Section 1192.7(c) or 667.5(c) within the past ten years.
3. Penal Code Sections 243 through 247, except for 243(a), which essentially include various forms of assault and battery within the past ten years.
4. Health and Safety Code violations of Section 11357(d) or (e), or 11361, or Article 1, 3, 5, 6 or 7 of Chapter 6 of Division 10 relating to certain possession of concentrated cannabis or sale on school grounds within the past ten years.
5. Health and Safety Code violation of Sections 11358, 11359, and 11360 relating to illegal cultivation, importation, or sale of marijuana plants within the past three years.

B. Such other information deemed necessary including background investigation and a Live Scan background check of the applicant, for the city manager to determine compliance with the city's municipal code.

C. All applicants shall pay ~~a dispensary permit application fee, a permit fee, and all required permit and~~ inspection fees that may be required as part of the application process, as specified by ~~R~~resolution and/or in the city's ~~m~~Master ~~f~~Fee ~~s~~Schedule.

D. Each applicant for a dispensary ~~permit application~~ shall submit notarized, written authorization from the property owner(s) that a commercial cannabis business may be operated at the proposed site, ~~and clearance from the city planning department showing that the location proposed is legally authorized in the zoning ordinance.~~

E. The name and address of managers or responsible agents of the commercial cannabis business shall be supplied, which shall be updated not less frequently than annually or upon any change of manager or responsible agent at any time.

19.02.030 Operation plan.

A. All applicants must provide a plan of operations that will describe how the dispensary will operate consistent with state law and the provisions of this chapter including but not

limited to implementation of controls to ensure medical or adult cannabis will be dispensed only to qualified adults, and qualified patients and primary caregivers as appropriate. Dispensaries shall comply with Health and Safety Code Sections 11362.7 et seq. and any other state laws that may be adopted concerning medical or adult cannabis, California's Medical Marijuana Regulation and Safety Act, the Adult Use of Marijuana Act, the Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, and any other applicable city laws or regulations, and shall pay all applicable state or local taxes. Dispensaries shall also comply with the operating standards set forth in this section. Operation Plans are unique to the operator of the dispensary and are therefore not transferable, except as otherwise set forth in this chapter.

B. Medical dispensaries may consist only of members. Medical dispensaries may only obtain medical cannabis from, and supply medical cannabis to, their members.

C. No person other than a member may cultivate medical cannabis on behalf of a dispensary.

D. The scale of cultivation by or on behalf of a medical dispensary shall be proportional to its member load as defined by the state of California.

E. Medical cannabis dispensaries may not admit any person as a member without first verifying his or her status as a qualified patient or primary caregiver as defined by state law, and shall immediately cancel the membership of any person who diverts medical cannabis for nonmedical use or in any manner not permitted by this chapter or state law.

F. Physicians' recommendations shall be verified by the medical dispensary prior to granting membership and at least every twelve months thereafter, and a physical or digital record shall be kept of such verification. No medical cannabis may be dispensed except to a member and pursuant to a recommendation that is no more than twelve months old, unless the recommendation expressly states that it has a longer term or does not expire.

G. ~~Nondiversion.~~ Medical dispensaries shall take all practicable steps necessary to prevent and deter diversion of medical cannabis to nonmembers. Dispensaries must limit access to medical cannabis, medical cannabis products and edibles to authorized personnel only, and must maintain an inventory management system that accounts for all medical cannabis, medical cannabis products and edibles.

H. Adult dispensaries must comply with all aspects of the Adult Use of Marijuana Act, ~~and~~ must receive a license from the state prior to start of operations, and shall maintain said license throughout operations.

19.02.040 Dispensing.

A. A medical dispensary may not dispense to any person who is not a member, and may not dispense to anyone without first verifying membership.

B. A medical dispensary may not provide more medical cannabis to an individual than is necessary for that person's personal medical use and pursuant to any physician's directive.

C. A medical dispensary may not distribute free samples for promotional purposes outside of the dispensary premises.

D. No medical dispensary shall dispense medical marijuana from more than one location in the city of Seaside.

E. No owner of a medical dispensary in the city shall open a second dispensary in the city; except that medical dispensaries and collocated or adjacent adult dispensaries may have the same ownership.

19.02.050 Members and employees of medical dispensaries.

A. All employees and volunteers of medical dispensaries must be at least eighteen years of age and qualified to be in the facility.

B. Medical dispensaries may not admit any person under eighteen years of age to membership without written authorization of a parent or legal guardian. Any member under eighteen years of age shall be accompanied by a parent or legal guardian at all times that such person is at the dispensary. This requirement may not be transferred to any other adult orally or in writing.

C. All owners and operators of a medical dispensary must hold a valid and current use permit and cannabis development/operating agreement from the city of Seaside as required by provisions of this chapter.

19.02.060 Adult dispensaries.

All adult dispensary facilities shall comply with all state and local laws and regulations, including SMC Title 17 and this title.

A. No adult dispensary may dispense to any person not twenty-one years of age or older.

B. No adult dispensary may distribute free samples for promotional purposes outside of the interior of the dispensary premises.

C. No adult dispensary shall dispense cannabis from more than one location in the city of Seaside, except that, subject to state requirements, it may have a collocated or adjacent medical and adult location as set forth in SMC 19.02.010.

D. No owner of any adult dispensary in the city shall own or possess any ownership interest in a second adult dispensary in the city, except the owner of an adult dispensary may also own or possess an ownership interest in a collocated or adjacent medical dispensary as set forth in SMC 19.02.010.

E. All adult dispensaries shall hold a valid and current use permit and cannabis development/operating agreement from the city of Seaside as required by provisions of this chapter.

19.02.070 Security.

A security plan, as a separate document, outlining the proposed security arrangements to deter and prevent unauthorized entrance into areas containing medical or adult cannabis or medical or adult cannabis products, and theft of medical or adult cannabis or medical or adult cannabis products at the dispensary, in accordance with minimum security measures required by state law and the requirements herein, shall be created by the applicant and approved by the city prior to commencement of any operations at any dispensary. The security plan shall be reviewed and approved by the ~~police department and the office of the city manager~~City and shall be exempt from disclosure as a public record pursuant to Government Code Section 6255(a).

A. Dispensaries shall provide adequate security and lighting on site to ensure the safety of persons and protection of the premises from theft and other crimes at all times. Exterior lighting shall be of sufficient intensity to illuminate all areas of the parking lot or adjacent areas, if any. Such lighting shall comply with the provisions of SMC 17.30.070.

B. Dispensaries must maintain adequate security guards and surveillance camera coverage of their entire grounds to an extent sufficient to ensure the safety of persons and deter crime. Surveillance cameras must be maintained in good condition, and use a format approved by the ~~city manager or his/her designee~~City, which results in adequate quality, color rendition and resolution to allow the ready identification of any individual on the premises. The surveillance cameras shall be operated twenty-four hours per day, seven days per week whether the facility is open or not. The areas to be covered by the security cameras include, but are not limited to, dispensing areas, storage areas, cultivation areas, all doors, parking lots, anyplace where new product is delivered and any other area determined by the ~~city manager or his/her designee~~City to be appropriate. Surveillance footage must be retained for a period of ninety days and made available to the Seaside police department at any time promptly upon request without the necessity of a warrant or subpoena.

C. Dispensaries must be equipped with an alarm system that is operated and monitored by a security company licensed by and in good standing with the California Department of Consumer Affairs. Alarms shall be maintained and in good working condition at all times and able to be manually triggered by employees.

D. In order to prevent unauthorized entry during nonbusiness hours, a dispensary shall either secure all points of entry with bars, retractable, folding or sliding metal gates, or metal roll-up or accordion doors, none of which may be visible from the exterior, or provide at least one security guard at all times during those hours.

E. Any security guards employed by dispensaries shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times. Security personnel ~~may~~ shall not be armed while on duty.

F. All ~~medical or adult~~ cannabis, ~~medical or adult~~ cannabis products, and edibles, except for small amounts used for display purposes ~~and samples for immediate sale~~, shall be securely stored in a locked area at all times, and all access to such areas shall be locked and under the control of staff at all times.

G. Dispensaries shall make transactions with payment methods other than cash when feasible. All cash received, except that needed for retail customer transactions, shall be kept in a secure receptacle such as a drop safe or similar type of safe.

H. Dispensaries shall notify the Seaside police department and any licensing authority within twenty-four hours after discovering any of the following:

1. Significant discrepancies identified during inventory;
2. Diversion, theft, loss, or any criminal activity involving the dispensary or any agent or employee of the dispensary;
3. The loss or unauthorized alteration of records related to medical or adult cannabis, registered qualifying patients, primary caregivers, or dispensary employees or agents; or
4. Any other breach of security.

19.02.080 Signage.

Signs shall be posted at dispensaries as set forth following:

A. Signs shall be posted as appropriate at the entrance to any dispensary that includes the following language. The required text shall be of sufficient size to be easily read from a distance of five feet and illuminated at night.

FOR MEDICAL:

This Dispensary only provides Medical Cannabis to its members 18 years or older who must have a legally recognized California Medical Cannabis Identification Card or a verifiable, written recommendation from a physician for Medical Cannabis.

FOR ADULT:

This Dispensary only provides Cannabis to adults 21 years age or older who qualify under the Adult Use of Marijuana Act and applicable state law. No person under the age of 21 may enter or loiter within 50 feet of this facility. Providing cannabis products to those under 21 is illegal and shall be prosecuted to the fullest extent of the law.

B. A sign shall be posted in a conspicuous location inside the dispensary advising:

FOR MEDICAL:

This Dispensary is registered in accordance with the laws of the City of Seaside. The sale of marijuana and the diversion of marijuana for non-medical purposes are violations of

State law. The use of marijuana may impair a person's ability to drive a motor vehicle or operate heavy machinery.

FOR ADULT:

This Dispensary is registered in accordance with the laws of the City of Seaside. The sale of marijuana and the diversion of marijuana to persons under the age of 21 are violations of State law. The use of marijuana may impair a person's ability to drive a motor vehicle or operate heavy machinery.

C. No cannabis products or graphics describing cannabis shall be visible from the exterior of the property.

D. Signage for a dispensary shall comply with Chapter 17.40 SMC.

19.02.090 Delivery.

If the dispensary operations are proposed to include delivery, all employees of a dispensary delivering medical or adult cannabis or medical or adult cannabis products shall carry a copy of the documentation listed below when making deliveries. This information shall be provided upon request to law enforcement officers and to employees of state and local agencies enforcing this chapter or other local laws and regulations.

A. A copy of the dispensary's current permits, licenses, and entitlements authorizing them to provide delivery services, including permission to delivery in jurisdictions other than the city if that is the intent of the delivery;

B. The employee's government-issued identification;

C. A copy of the delivery request; and

D. Chain of custody records for all goods being delivered.

19.02.100 Neighborhood compatibility.

A. Dispensaries shall be operated in a manner that ensures neighborhood compatibility, and the owner of such facility shall take all steps necessary to ensure that customers, vendors, or others visiting the facility do not create neighborhood disturbances or nuisances.

B. Dispensaries shall provide the police department and all residents and property owners within one hundred feet with the current name, phone number, secondary phone number and e-mail address of an on-site responsible staff person to whom notice of any operating problems associated with the establishment may be reported. This information shall be updated as necessary to keep it current. Dispensaries shall encourage neighbors to call this person to try to solve any operating problems. Such calls may be anonymous and need not include an identity of the caller or number.

C. All dispensaries shall have an on-site manager responsible for overall operation at all times they are open, and shall provide the police department with contact information for all such persons, including telephone number, street address and e-mail address.

Dispensaries shall also provide the police department with the current name and phone numbers of at least one twenty-four-hour on-call manager. This information shall be updated as necessary to keep it current.

D. Dispensaries shall take all reasonable steps to discourage and correct objectionable conditions that constitute a public or private nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties. Such conditions include, but are not limited to: smoking; creating a noise disturbance; drinking; loitering; littering; urinating or defecating, and production of graffiti.

E. Dispensary will be of an architectural and visual quality and character which harmonizes with, and enhances, the surrounding area, and the design will avoid unduly large or obtrusive signs, unlandscaped parking areas, unduly bright or garish lighting, or design features which encourage loitering as determined by the zoning administrator.

F. Dispensaries will ensure that adequate litter receptacles will be provided and maintained where appropriate.

G. Where the dispensary or delivery-only dispensary is in proximity to residential uses, it will be limited in hours of operation, and designed and operated so as to avoid disruption of residents' sleep.

H. No cannabis or cannabis odors shall be detectable by sight or smell outside of a permitted facility.

I. Dispensaries shall ensure all graffiti is removed from property and parking lots under their control within twenty-four hours of its appearance.

J. Dispensaries shall operate only between the hours of nine a.m. and ten p.m.

19.02.110 Consumption of cannabis, tobacco, or alcohol.

A. Smoking of cannabis is prohibited at dispensaries, including areas in and around the facility, except as noted herein.

B. Sale, smoking, or consumption of tobacco products is prohibited at dispensaries.

C. Sale, possession, or consumption of alcoholic beverages at dispensaries is prohibited, and dispensaries shall prohibit any person in possession of an alcoholic beverage from entering or remaining on the premises.

D. This section does not prohibit the testing of medical or adult cannabis products by staff of a dispensary or the use of tinctures or topical medical cannabis products that do not have intoxicating effects.

19.02.120 Regulatory fees, seller's permit.

In addition to any other required conditions and mitigation measures approved by the city or state, all of the following conditions shall apply to the operation of all permits for a medical or adult cannabis dispensary:

A. The cannabis dispensary shall allow access to dispensary facilities and records if requested by the city, its officers, or agents, and shall pay for an annual inspection and submit to other inspections from the city or its officers to verify compliance with all relevant rules, regulations, and conditions.

B. The applicant, owner, and all permittees agree to submit to, and pay for, inspections of the operations and relevant records or documents necessary to determine compliance with this chapter from any enforcement officer of the city or their designee.

C. Any person operating a medical or adult cannabis dispensary shall obtain a valid and fully executed commercial medical or adult cannabis permit pursuant to this chapter of the Seaside Municipal Code prior to commencing operations, and must maintain such permit in good standing at all times in order to continue operations.

D. Upon implementation of state regulations pursuant to California Business and Professions Code Section 19320, a valid license from the state shall be required to operate any commercial medical cannabis activity.

E. The owner shall post or cause to be posted on site a copy of the use permit, the cannabis development/operating agreement, and all required city, county and state permits and licenses required to operate the dispensary. Such posting shall be in a central location, visible to the patrons, at the operating site, and in all vehicles that deliver or transport marijuana.

F. The owner shall be responsible for ensuring that all commercial ~~medical~~-cannabis activities at the site operate in good standing with all permits and licenses required by the Seaside Municipal Code and state law. Failure to take appropriate action to evict or otherwise remove permittees and persons conducting commercial ~~medical~~-cannabis activities at the site who do not maintain permits or licenses in good standing with the city or state shall be grounds for the suspension or revocation ~~of the required development/operating agreement, and may constitute grounds for cancellation~~ of the required development/operating agreement pursuant to Chapter ~~17.80~~19.10.010 of the Seaside Municipal CodeSMC and/or revocation of the required conditional use permit pursuant to Chapter 17.80 of the Seaside Municipal Code.

G. Dispensaries shall comply with all physical accessibility requirements of the Americans with Disabilities Act.

H. Businesses shall perform a Live Scan background check on all officers and employees to ensure that no violations of Section 19.02.020.A are occurring. These

records shall be maintained by the business and are subject to review and/or audit by the City of Seaside to verify compliance with this Section.

Chapter 19.06

PUBLIC HEARING

Sections:

19.06.010 Public hearing.

19.06.010 Public hearing.

Applications for ~~dispensaries development/operating agreements~~ shall be subject to a noticed public hearing before the City Council ~~regarding the application in the same manner as provided in SMC 17.78.020. The city manager or designee shall be the investigating official referred to in SMC 17.78.020 to whom the application shall be referred, pursuant to the procedures outlined in Chapter 17.78 of the Seaside Municipal Code. In recommending the granting or denying of such permit and in granting or denying the same, the city manager shall give particular consideration to the capacity, capitalization, and complaint history of the applicant and any other factors that in the city manager's discretion he/she deems necessary to maintain the peace, order and welfare of the public.~~

Chapter 19.07

RANKING AND ALLOCATION PROCEDURE AND CRITERIA

Sections:

19.07.010 Ranking and allocation procedure and criteria.

19.07.010 Ranking and allocation procedure and criteria.

In the event that multiple applications are submitted for any cannabis activity that is restricted in number, the city manager or designee shall use the following criteria for recommending to the city council which applicant shall receive approval to operate:

A. Businesses seeking a license to operate a dispensary or cultivation operation must submit the following for evaluation:

1. Business Plan. Applicants shall submit a business plan to the city that outlines an operational and financial plan. The business plan should include the names and resumes of key staff, operations plan, financial plan, sales projections and market study. Applicants are encouraged to provide a specific, written plan for how their operation will benefit the community.

2. Security Plan. All applicants shall submit a security plan outlining how the business expects to address security issues at their location.

3. Community Benefit Plan. The applicant shall submit a community benefit plan demonstrating steps to be taken by the business to ensure that the business represents a positive force in the community. These steps shall be in addition to required measures (such as the payment of taxes), and shall represent actions which will directly benefit the community by providing funds, sponsoring programs/non-profits, guaranteeing a living wage, prioritizing the hiring of Seaside residents, and/or other measures which would have a direct, positive impact on the City's residents.

34. Property Owner Approval. Applicants shall submit proof of approval of the owner of the real property together with a use permit indicating the use is appropriate at this property, and a cannabis development/operating agreement applicable where the proposed dispensary will be located if approved. Applicants are not required to have a signed lease, but a letter from the property owner indicating that:

a. The property owner is aware of and approves the use being proposed.

b. The property owner will lease the property to the cannabis business owner for the related use upon approval of application.

c. The property owner understands that conditional use permits for cannabis activities may be revoked if the conditions attached to the permit are violated; additionally, a required development/operating agreement that sets forth conditions of operation does not run with the land and can be required to be renewed annually.

45. Live Scan. All principal employees of any cannabis related use must submit fingerprints for a background investigation through Live Scan and submit the results with their application.

Chapter 19.08

SELECTION CRITERIA

Sections:

19.08.010 Selection criteria.

19.08.010 Selection criteria.

A. General Eligibility Review. In the event that an applicant is unable to meet the following minimum eligibility criteria, their application shall be denied. Applicants will be evaluated on the following:

1. Live Scan Fingerprint Results. Applicant must not have any criminal convictions that would result in ineligibility as defined in SMC 19.02.020.
2. Application must be complete to be evaluated. Incomplete applications will be denied but may be resubmitted. New application fees must be paid for resubmittal.
3. Proposed location of business and proof of property owner's approval of use must be supplied.
4. Applicant must agree to enter into a cannabis development/operating agreement with the city which is subject to annual review and approval which shall be discretionary with the city.

~~B. Application Evaluation.~~ The city shall adopt by Resolution criteria for the evaluation of applications. The criteria may include but not limited to, business location, business plan, local enterprise, community benefit, neighborhood compatibility, security plan and safety plan. Only those applications scoring above the standards set by resolution will be allowed to proceed with the use permit and development/operating agreement.

~~D. Use Permit. Only Applicants who score above the points required by resolution will be allowed to proceed with a conditional use permit and development/operating agreement.~~

~~C.E.~~ State cannabis licenses and local cannabis development/operating agreements ~~are annual in nature and~~ may be revoked at any time for cause, subject to the appeals process outlined in Chapter 19.10 SMC for failure to comply with all state laws and requirements and local ordinances and requirements, or for failure to comply with conditions in the development/operating agreement. ~~Cannabis development/operating agreements may automatically renew as long as the business has complied with all state and local ordinances and with conditions of approval, including the timely payment of all fees and taxes, in the sole discretion of the city.~~

~~F.D. Transfer of Use Permits and Development/Operating Agreements. Use Permits and Development/Operating Agreements for cannabis businesses activities do not automatically transfer. Prior to the sale or transfer of a majority or managing share of a cannabis business with a valid development/operating agreement, the owners of the new~~

business. New owners of existing operations will be required toshall apply to the City for transfer of such development/operating agreement. The City Council shall have the authority to approve or deny any transfer. and otherwise meet the requirements set forth in Section 19.02, including but not limited to, business operations plan, contact information, community benefits and security plan. The City Council may review such transfer applications in its discretion.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Nick Borges, Police Chief

DATE: November 21, 2024

**SUBJECT: AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE
CHAPTER 6.04 AND ADDING NEW SECTIONS 6.04.025,
6.04.155, 6.04.156, 6.04.157 AND 6.04.158 REQUIRING SPAY
AND NEUTERING, CERTIFICATIONS FOR UNALTERED
ANIMALS, BREEDING PERMITS AND VIOLATIONS (SECOND
READING - ROLL CALL VOTE)**

RECOMMENDATION

Adopt an ordinance amending Seaside Municipal Code chapter 6.04 and adding new sections 6.04.025, 6.04.155, 6.04.156, 6.04.157 and 6.04.158 requiring spay and neutering, certification for unaltered animals, breeding permits and violations.

BACKGROUND

Every year, hundreds of animals enter the two shelters in Monterey County. Sadly, many animals are euthanized every year if they are not adopted. Around 42% of cats that enter a Monterey County Animal Shelter are euthanized each year. A female cat can get pregnant at four months of age and give birth to four litters of kittens per year. An average litter of kittens produces about five kittens. One cat can give birth to nearly 2,265 kittens in her lifespan. A female cat and her offspring can be responsible for over 57,000 kittens being born from just one un-spayed female cat.

There are similar numbers related to dogs as well. One female & one male dog can create sixteen puppies during the first year and in just six years' time, she and her offspring can be responsible for 67,000 puppies being born. Spaying and neutering has been proven to reduce the number of animals living on the streets. It also significantly reduces hundreds of cats & dogs being euthanized in Monterey County shelters every year. Many people struggle with paying for pet medical care and costs associated with

spay/neutering at a veterinarian can be expensive (\$300 to over \$1,500 per pet).

Many people who illegally breed cats/dogs know they can just bring unsold litters to the SPCA and the Police Department legally inherits the costs (near \$245 per animal).

Animal overpopulation in our city has many effects. We have encountered many acts by cat/dog owners that are inhumane as a result. Spaying and neutering helps reduce the burden on our city by controlling the number of strays and unwanted animals in the community. Irresponsible or accidental breeding contributes to dog attacks, dog bites, excessive barking calls, properties with unsanitary conditions due to animals and stray dogs roaming the streets looking for a mate. Seaside spends thousands of dollars every year on providing care for unwanted, abandoned and neglected animals. Having a spay/neuter requirement in our municipal code allows checks and balances and an avenue to investigate and enforce the growing challenge of breeding cats and dogs.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. Draft Ordinance Spay and Neuter

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

ORDINANCE NO. XXXX
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AMENDING SEASIDE MUNICIPAL CODE CHAPTER 6.04 AND ADDING NEW
SECTIONS 6.04.025, 6.04.155, 6.04.156, 6.04.157 AND 6.04.158
REQUIRING SPAY AND NEUTERING, CERTIFICATIONS FOR UNALTERED
ANIMALS, BREEDING PERMITS AND VIOLATIONS**

WHEREAS, within the City of Seaside there is an increasing number of not spayed and neutered feral cats; and

WHEREAS, within the City of Seaside there are an increasing number of both cats, kittens, dogs and puppies which are surrendered to the SPCA; and

WHEREAS, the SPCA has reported numerous puppies being found abandoned on vacant lots adjacent to Chili's and turned into SPCA; and

WHEREAS, SPCA has substantially increased its fees to accept such animals found or abandoned within the Seaside jurisdictional limits. The the 2024 SPCA charge is \$245 per animal found within the City of Seaside and additionally, charges \$50 per animal to any private citizen of Seaside who surrenders an animal to the SPCA; and

WHEREAS, the average monthly billing from SPCA for surrendered animals exceeds \$10,000 and these fees are expected to increase in 2025; and

WHEREAS, Animal Control has had multiple interactions with Seaside residents that have intentionally bred cats or dogs with the intent to distribute offspring;

WHEREAS, the City of Seaside has funded low-cost vaccination and spay and neuter clinics to address the unspayed and neutered animal populations; and

WHEREAS, the City of Seaside has an aggressive and proactive trap and release program to limit the unfettered breeding and increase of the feral cat population; and

WHEREAS, a review of other cities that have a spay and neuter ordinance indicate there is a reduction of unwanted and surrendered animals.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SEASIDE
ORDAINED AS FOLLOWS:**

SECTION 1: REVISIONS TO TITLE 6 CHAPTER 6.04

Add Section 6.04.025 Dogs – Spay and/or Neuter Required.

6.04.025 Dogs – Spay and/or Neuter Required. Every person owning, having charge, care, control or custody over any dog over six months of age shall have it spayed or neutered unless such person holds an unaltered animal certification for the animal issued pursuant to Section 6.04.155.

Add Section 6.04.155 Animals – Mandatory Spay and/or Neuter

6.04.155 Animals - Mandatory spay/ neutering

A. No person shall keep a dog over the age of six months or cat over the age of five months which has not been spayed or neutered unless such person holds an unaltered animal certification for the animal issued pursuant to Section 6.04.156.

B. Any person intentionally providing care or sustenance for a dog or cat shall be deemed the owner of such dog and shall comply with this section.

C. The following animals are exempt from the provisions of this section:

1. Dogs documented as having been appropriately trained and actually being used by public law enforcement agencies for law enforcement purposes, or dogs designated as breeding stock for law enforcement purposes by an appropriate agency or organization approved by the director of animal control after consultation with knowledgeable professionals;

2. Dogs or cats certified by a licensed veterinarian as having a health reason for not being spayed/neutered; or

3. Dogs or cat which are owned and in the custody and control of persons who do not reside in the City of Seaside, but who are temporarily visiting the City of Seaside or traveling through the City of Seaside.

ADD SECTION 6.04.156 Animals – Unaltered Animal Certification

6.04.156 Animals- Unaltered Animal Certification

The director of animal control shall establish and administer a certification program to allow for unaltered animals over the age of six months when the director of animal control determines that the following conditions have been met:

1. The animal is examined annually by a licensed veterinarian and is following the preventative health care program recommended by the veterinarian;
2. The owner has not had more than two violations of Chapter 6.04 of this code within the preceding twenty-four months;
3. The animal is properly housed and cared for as follows:
 - a. The animal is provided sufficient quantity of good and wholesome food and water;
 - b. The animal is provided shelter that will allow the animal to stand up, turn around, and lie down without lying in his/her feces;
 - c. The area where the animal is kept is properly cleaned and disinfected;
 - d. The animal must be fully contained on the owner's property and be provided appropriate exercise;
 - e. The animal owner otherwise complies with any applicable state or local law concerning the care and housing of animals;
4. The owner of an unaltered female dog furnishes the director of animal control with a signed statement agreeing to the following conditions:
 - a. The female unaltered animal will have no litter per year, unless the owner also obtains and maintains a permit for breeding the animal

ADD SECTION 6.04.157 Animals – Breeding Permit

Section 6.04.157. Animals - Breeding permit

A. No person shall cause or allow any dog or cat owned, harbored, or kept within the jurisdiction of the city to breed with the intent to sell, gift, or transfer the offspring for money without first obtaining a breeder permit, in addition to an unaltered certification pursuant to Chapter 6.04 of this code. A breeder permit is

written authorization, issued by city's director of animal control or authorized designee, giving permission to breed a dog or cat. The breeder permit shall be valid for one year from the date of issuance and may be renewed annually prior to the expiration date. Each applicant for a breeder permit shall pay an annual fee as prescribed by the city council and set forth in the fee schedule. Under no circumstances shall a breeder permit be issued to a person who has been convicted of animal cruelty or neglect.

B. The director of animal control shall establish procedures for and administer a breeder permit program to allow the responsible breeding of unaltered dogs and cats, including limitations on the total numbers of breeding permits to be issued within the City of Seaside. In addition to the procedures set forth by the director of animal control,

1. Any breeder permit holder who advertises to the public the availability of any dog or cat for sale, adoption, or transfer, whether for compensation or otherwise, must prominently display the breeder permit number in any such advertisement. Further, the breeder permit holder must provide the permit number to any person who purchases, adopts, or receives any animal from the permit holder and include the permit number on any receipt of sale or transfer document.
2. Breeder permits will not be issued for animals under twelve months of age or over seven years of age.
3. Any breeder permit holder selling or otherwise transferring a dog or cat, whether for compensation or otherwise, shall maintain records for a period of three years containing the name, address, and telephone number of the animal's new owner on a form approved by the director of animal control.
4. Any breeder permit holder which sells or otherwise transfers a dog or cat, whether for compensation or otherwise, shall provide to the new animal owner written information regarding the license and permit requirements of the city; and all puppies must be microchipped or have some other form of identification acceptable to the director of animal control and shall be licensed by city.

ADD SECTION 6.04.158 – VIOLATIONS OF SECTIONS 6.04.155-6.04.157

Section 6.04.158 - VIOLATIONS OF SECTIONS 6.04.155-6.04.157

Any dog owner in violation of this chapter is subject to the following penalties:

1. First-time violators will receive a correction notice detailing the particular violations. Violators will have thirty days from the date when the owner was first notified of the violation to correct the violations.
2. Second and subsequent violations of this chapter will be punished in accordance with Chapter 6.04.200

SECTION 2. REPEAL & SEVERABILITY

The City Council declares that, should any provision, section, paragraph, sentence, or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this ordinance are hereby adopted shall remain in full force and effect.

SECTION 3. EFFECT

This ordinance takes effect 30 days following the date of its passage.

INTRODUCED at a regular meeting of the City Council of the City of Seaside held on the ____th day of November, 2024 and passed to print.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the ____ day of _____ 2024 by the following vote:

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

Attest:

Ian N. Oglesby, Mayor

Dominique L. 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
Alfred Soto, Code Compliance Coordinator
Roberto De Avila, Code Compliance Specialist

DATE: November 21, 2024

**SUBJECT: UPDATE ON PENDING CODE ENFORCEMENT ACTIONS AT THE
SEABREEZE APARTMENTS**

RECOMMENDATION

Recieve an update on the pending code enforcement actions at the Seabreeze Apartments.

BACKGROUND

The Seabreeze Apartments, previously known as the San Pablo Apartments, consist of 121-unit complex within twelve buildings. In late August, the City engaged with concerned citizens about potential health and safety issues, including a cockroach infestation. The City Attorney clarified that while the City's authority addresses infestations, other matters were landlord-tenant issues outside municipal jurisdiction.

Since August 29, 2024, the Code Enforcement Department has received 46 complaints, initiating immediate inspections with Spanish-speaking code enforcement officers to assist residents. Initial inspection letters to the property owner/manager requested a licensed exterminator's plan by August 30, 2024. Since then, 32 letters addressing insect infestations, mold, and habitability issues have been issued. Seven complainant units have declined City inspections, a prerequisite for enforcement actions.

Extermination Plan Implementation

The exterminator's initial treatment plan, received on or about September 13, 2024, identified German cockroaches as the target pest and proposed a plan of treatment that included treatment with a gas fumigant (Actisol), liquid bait with IGR (growth regulator

to help address ongoing breeding and egg laying) and dusting. The exterminator reports a noticeable reduction in roach activity. However, the City continues to monitor ongoing treatments to ensure progress through logs for treatment of the units. The City asked the professional exterminator, in its expert opinion, whether full building tenting would be more effective than the proposed ongoing treatment of the individual units. However, the response from the exterminators was that the treatment plan they proposed was effective.

Community Engagement

Code Enforcement officers attended a community meeting on September 19, 2024, to update and hear residents' concerns, including challenges in unit preparation for treatment. Some of the comments focused on the difficulty in preparing their units for treatment. Preparation of the individual units for Actisol (gas fumigant) treatment is extensive.

Attached are the exact procedures as provided by Dewey Pest Control in both English and Spanish:

- 1) To wit, all cabinets must be emptied and put on the dining room table and covered with a sheet;
- 2) The counters must be cleared and wiped down;
- 3) The stove and refrigerator must be pulled away from the walls and cleaned behind;
- 4) All the drawers in the kitchen must be emptied, and the drawers placed upside down on the counters;
- 5) The bathroom cabinets likewise must be emptied and wiped down to prepare for treatment;
- 6) Residents are required to be out of their units for at least 4 hours and if they have any sensitive inhabitants (pregnant/children/health/medical issues) they need to be out for 24 hours.

Expert Consultation

The City confirmed that the exterminator, Dewey Pest Control, is a duly-licensed exterminator. The City consulted an independent expert, David Buchholtz, who affirmed Dewey Pest Control's approach aligns with best practices for managing German cockroach infestations. Mr. Buchholtz, works for another city in Southern California and who both worked as an exterminator for fifteen years prior to taking the job in the City, which among other things included code enforcement. Mr. Buchholtz, did not believe that full building fumigation would be superior, given that there would be knock down, but the gas does not kill the eggs and there would be ongoing treatments required to kill any newly hatched eggs. He also especially appreciated Dewey's recommended treatment plan to include a growth regulator in conjunction with Actisol Treatment (Gas), which helps to address the ongoing eggs and subsequent hatchlings. The treatment outlined by Dewey Pest Control is the generally accepted standard of treatment for German cockroaches. Finally, he confirmed that in his City, they follow the same protocol that the City of Seaside has followed, to require a

professional exterminator to address the situation.

Legal Authority

The City of Seaside has for the most part adopted the International Property Maintenance Code, including Section 305.1 related to unit sanitation. Additionally and specifically, Seaside Municipal Code section 15.04.153 Pest Elimination codifies Section 309.1 and 309.2 of the International Property Maintenance Code as follows:

- 309.1 Infestation. All structures shall be kept free from insect, rodent and vermin infestation. When an insect, rodent or vermin infestation is brought to the attention of the code official, he or she may require the owner or agent having charge or control of the building, lot or premise to hire a licensed exterminator or other qualified professional to inspect the building, lot or premise and provide a written report verifying the presence and severity of such infestation including in the report a recommendation for proper extermination of the infestation. All structures in which insect, rodent or vermin infestations are found shall be promptly exterminated by approved processes that will not be injurious to human health. After the extermination of the infestation is complete, the code official may request a written notice from the licensed exterminator or other qualified professional attesting to the completion and success of the recommended extermination procedures. After the infestation is eliminated, proper precautions shall be taken to prevent re-infestation.
- 309.2 Owner. The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure. The owner of a structure or premise containing a dwelling unit, multiple occupancy, rooming house or a nonresidential structure shall be responsible for maintaining the structure and premises in a rodent or pest-free condition. If an infestation is caused by an occupant substantially failing to properly keep their occupied area of the structure or premises as clean and sanitary as the condition of the structure or premises permits. For as long as the occupants' failure either substantially causes an unlivable condition to occur, or substantially interferes with the owners' ability to remedy the condition, the owner does not have to remedy the condition. Where the infestation is caused by defects in the structure, the owner shall be responsible for extermination.

California Health and Safety Code 17920.3(a)(12) defines a building as having inadequate sanitation if there is an insect "infestation". Finally, multiple state laws also affect landlord and tenant rights and are codified at Civil Code section 1940-1954.1).

Specifically related to pests, Civil Code section 1940.8, 1940.8.5 (notices re pesticide and extermination efforts) and Civil Code 1941.2: There is no duty on the part of a landlord to repair if the tenant is in substantial violation of at least five affirmative

obligations, including but not limited to keep the premises in clean and sanitary, dispose of all rubbish, garbage. The provisions of the Civil Code are reflective of the Seaside Municipal Code.

It is important to note that there is not a specific legal definition of a cockroach infestation. However, there are some key points about what constitutes a cockroach problem from the following signs:

- 1) Cockroach sightings;
- 2) Droppings (resembling coffee grounds);
- 3) shed skins;
- 4) Eggs from small black or brown capsules about 1/3 inch long; and
- 5) a distinctive musty odor.

These signs were identified by both Code Enforcement staff inspections and the Pest Control company. Likewise, there is no legal definition of "successful treatment". However, there are some obvious elements, such as the absence of live roaches. These are usually found on sticky traps for monitoring. Additionally, a reduction in roach activity was measured by a significant decrease in the monitoring traps, reduction in signs of roach presence (e.g. dropping, eggs or shed skins) and diminished roach odor.

The current reports from Dewey Pest Control indicate that many of these indicators are being met in multiple units. However, the treatments are ongoing.

In summary, the city's legal authority is limited. The City's obligation and focus is on compliance with the health and safety regulations and laws outlined above. The property owner's responsibility is to provide for the ongoing habitability of the units and the tenants' responsibility is to keep the premises in a sanitary condition, provide landlord notification of insects and cooperation for pest control treatments. The City does not intercede in contract disputes between landlords and tenants, such as adequate parking, notice, penalties for tenant non-compliance with lease terms or arrangements for sensitive receptors for pest control treatment.

Ongoing Enforcement Activities

As a part of the ongoing code enforcement activities, the City continues to receive regular updates and logs of the extermination activity, which includes information as to which units have been treated, which are unprepared for treatment and other issues identified by the exterminator. The City is continuing to work with any tenant who has filed a formal complaint and the property manager. Re-inspections are pending treatment completion and resolution of other habitability concerns, such as mold.

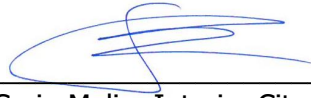
FISCAL IMPACT

None.

ATTACHMENTS

1. Dewey Preparation instructions

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager



DEWEY PEST CONTROL
HOJA DE PREPARACIÓN/INSTRUCCIONES PARA
LA APLICACIÓN DEL CEBEO EN FORMA DE GEL PARA CUCARACHAS
TODOS LOS CEBOS SE UTILIZARÁN DE ACUERDO CON LA ETIQUETA DEL FABRICANTE



SU CITA ES PARA:

10/7/24
FECHA:

7am - 12pm
HORA:

INSPECCIÓN O TRATAMIENTO DE SEGUIMIENTO, SI ES NECESARIO

FECHA:

HORA:

Si hay cualquier cambio, por favor llame a:

A QUIEN CORRESPONDA:

A fin de brindarle el mejor servicio posible con el mínimo de inconvenientes, le agradeceríamos su cooperación con estas instrucciones antes y después de que nuestro técnico realice el tratamiento de sus instalaciones. En el caso de que no estuviera todo listo, el cliente tendrá que solicitar otra cita, aplicándose un cargo adicional.

Por favor, tómese unos momentos para leer y familiarizarse con el contenido.

ANTES

1. La limpieza o lavado de los armarios/alacenas, paredes y estantes debe realizarse antes de la aplicación.
2. Se hará una aplicación de cebo en esquinas superior e inferior de armarios/alacenas. Por favor quite cualquier objeto que nos impediría tratar estas áreas.
3. Quite todos los artículos de debajo de las piletas del baño (lavabo) y la cocina (fregadero) para tratar debajo de las piletas, las esquinas y la plomería.
4. Quite toda la comida que esté al descubierto. Limpie las áreas escondidas, como debajo del refrigerador y la estufa/fogón donde se pueden acumular partículas de alimentos o basura. Esto elimina fuentes de comida alternativas que pueden competir con el cebo.
5. Quite las bolsas y cajas y otros artículos que puedan proporcionar áreas para que los insectos se escondan.
6. Asegúrese de decirle al técnico dónde usted ha visto cucarachas. Esto ayudará al técnico a situar el cebo en áreas de actividad de las cucarachas, haciendo que la colocación del cebo sea más efectiva.

NOTA: El cebo no se pegará a superficies grasosas o polvorosas; así que el saneamiento es extremadamente importante para la efectividad del cebo.

NOTA: Todas las personas deben desocupar el área durante cuatro (4) horas. Las personas con problemas de salud, las mujeres embarazadas o los niños deben desocupar el área durante veinticuatro (24) horas o seguir el consejo de su médico.

DESPUÉS

1. No mueva ningún cebo o aplicación. El cebo debe dejarse sin tocar. Evite el contacto con la piel y la ropa.
2. No rocíe con otros insecticidas después de que hagamos el tratamiento. Esto puede reducir el atractivo del cebo e interferir con su capacidad para matar cucarachas.
3. Las cucarachas deben alimentarse del cebo para que el cebo funcione. Usted puede ver cucarachas muertas dentro de las 24 horas siguientes al tratamiento, sin embargo, el control máximo lleva hasta 2 a 4 semanas dependiendo de las condiciones de limpieza.
4. Algunas cucarachas pueden morir de pie y parecer que están vivas. ¡No se alarme! Este es un resultado del modo de operación único del ingrediente activo.
5. Si todavía hay cucarachas vivas tres semanas después del servicio inicial, llámenos para que podamos determinar que tratamientos de seguimiento se necesitan.

AVISO: La Ley del Estado exige que se le proporcione la información siguiente

PRECAUCIÓN - LOS PESTICIDAS SON QUÍMICOS TÓXICOS. Las Empresas de Control Estructural de Plagas están registradas y reguladas por la Junta de Control Estructural de Plagas, y utilizan pesticidas que están registrados y aprobados por el Departamento de Regulación de Pesticidas de California y la Agenda de Protección Ambiental de Estados Unidos. El registro se concede cuando el estado determina que, basado en evidencias científicas existentes, no existen riesgos apreciables si se siguen las condiciones de uso adecuado o que los riesgos son superados por los beneficios. El grado de riesgo depende del grado de exposición, por lo que la exposición debe reducirse al mínimo. Si dentro de las 24 horas siguientes a la aplicación usted experimenta síntomas similares a una enfermedad estacional común comparable a la gripe, comuníquese inmediatamente con su médico o con el centro de control de envenenamiento y con Dewey Pest Control. Para más información, contacte con Dewey Pest Control. Para Preguntas de Salud, contacte con el Departamento de Salud del Condado. Para información sobre la Solicitud, contacte con el Comisionado Agrícola del Condado y para Información sobre la Normativa contacte con la Junta de Control Estructural de Plagas.

(MIRE EN LA PARTE DE ATRÁS PARA OBTENER LOS NÚMEROS DE TELÉFONO)

La(s) plaga(s) a controlar: Cucarachas

(Los pesticidas que realmente se usen estarán marcados aquí o se dejarán en un cartel en el pomo de su puerta o en la orden de servicio).

EPA#		EPA#	
1. Advion (Roach Gel Bait) (indoxacarb)	100-1484	6. Vendetta Plus Cockroach Gel (Abamectin B1, Pyriproxyfen)	1021-2976
2. InVICT Gold Cockroach Gel (imidacloprid)	73079-10	7.	
3. Maxforce FC Select (Roach Gel) (fipronil)	432-1259	8.	
4. Maxforce Impact Roach Gel Bait (clothianidin)	432-1531	9.	
5. Maxforce FC Magnum (Roach Gel) (fipronil)	432-1460	10.	

Dirección del Cliente

Ciudad y Distrito Postal

N° de Unidad

Nombre del Cliente (letra de imprenta)

Firma del Cliente

Para uso del técnico solamente

Rehusó el servicio



(iniciales)

No Preparado



(iniciales)

Hoja de Preparación entregada a:



(inquilino)



(gerente)

Nombre del Técnico (letra de imprenta)





DEWEY PEST CONTROL
PREPARATION / INSTRUCTIONS FOR INTERIOR COCKROACHES
ALL PESTICIDES WILL BE USED IN ACCORDANCE WITH MANUFACTURER'S LABEL



YOUR APPOINTMENT IS FOR:

10/7/24
DATE:

7 Am - 12 pm
TIME:

FOLLOW UP TREATMENT:

DATE:

TIME:

*If There Is Any Changes
Please Call:*

TO WHOM IT MAY CONCERN:

In order to give you the best possible service, with the least inconvenience to you, we would appreciate your cooperation with these instructions before and after our technician treats your premises. In the event that everything is not ready, another appointment will have to be made by the client, an additional charge may incur.

Please take a few moments to read and become familiar with the content.

BEFORE

1. Remove all items from kitchen cupboards (lower and upper), dishes, pots, pans, glassware, foodstuff, canned goods, etc. Place them on a table and cover with a sheet (cupboards will not be treated if items are left inside.)
2. If any items are left on the kitchen floor or adjacent areas, keep them at least three (3) feet from the wall (bare area.)
3. Pull stove and refrigerator away from wall.
4. Take all drawers out and turn them upside down on a counter top.
5. Be sure the following areas have been cleaned/disinfected and free of dirt, dust, grease, and roach droppings prior to our arrival: Kitchen cupboards, baseboards, door jamb facing, (stove/refrigerator underneath & behind) and counter tops.
6. Empty medicine cabinets, counter tops and all cabinets under bathroom sinks (towels, toilet tissue, medicines, etc.)
7. Remove all pets for at least a four (4) hour period. Pet birds must be removed for twenty-four (24) hours.
8. Aquariums should be sealed off with a plastic covering, and filter turned off for a four (4) hour period.

NOTE:

All persons must vacate for four (4) hours. Persons with ailing health, pregnancy, or infants must vacate for twenty-four (24) hours and or follow their doctor's advice.

AFTER

1. Upon returning to the premises, open windows for a short period of time. Thoroughly ventilating treated areas following application can reduce potential odors.
2. Turn aquarium filter back on & remove plastic covering.
3. It is important to implement proper sanitation along with scheduled treatments.
4. Vacuum, sweep, remove any dead cockroaches

NOTICE: State law requires that you be given the following information

CAUTION - PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides that are registered and approved by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized. If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and Dewey Pest Control immediately. For further information, contact Dewey Pest Control. For Health Questions contact the County Health Department. For Application Information contact the County Agricultural Commissioner and for Regulatory Information contact the Structural Pest Control Board. **(SEE REVERSE SIDE FOR TELEPHONE NUMBERS)**

The pest(s) to be controlled: Cockroaches

(The pesticides actually used will be checked here or left on a door hanger or service order.)

EPA#		EPA#	
1. Alpine WSG (Dinotefuran)	499-561	6.	
2. Surekill Flusher (Pyrethrins, Piperonyl Butoxide, MGK® 264)	1021-1761-47000	7.	
3. CimeXa Insecticide Dust (Amorphous Silica Gel)	73079-12	8.	
4. Onslaught FastCap (Esfenvalerate, Prallethrin, Piperonyl butoxide)	1021-2574	9.	
5. NyGuard IGR (Pyriproxyfen)	1021-1603	10.	

Client Address

City & Zip

Unit No.

Client Name (Print)

Client Signature

Technician Use Only

Refused Service

☐
(initials)

Not Prepared

☐
(initials)

Preparation Sheet was given to

☐
(tenant)

☐
(manager)

Technicians Name (print)





CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Sheri L. Damon, City Attorney

DATE: November 21, 2024

SUBJECT: REPORT ON POTENTIAL ELECTIONS OF MAYOR AND CITY COUNCIL BY DISTRICT

RECOMMENDATION

Accept the report.

BACKGROUND

In 2021, shortly after the completion of the 2020 census, and after seeing multiple agencies receive letters trying to force jurisdictions to district voting systems pursuant to the provisions of the California Voting Rights Act of 2001, the City of Seaside Council through the City Attorney retained National Demographic Corporation (NDC) to review the City's key demographics, at-large election history and provide information relative to the City's compliance with the California Voting Rights Act of 2001 (CVRA) and potential transition to a City-wide district voting system. NDC was selected as a consultant to the City Attorney due to their unique and extensive expertise in demographics and the CVRA and potential litigation issues related thereto.

National Demographic Corporation was established in 1979 and is a leading demographic expert on the CVRA. They have completed multiple demographic assessments of potential CVRA liability and completed several hundred districting or redistricting projects for counties, school districts, cities, water districts, and other local jurisdictions. NDC President, Dr. Douglas Johnson is a key expert witness in California, Nevada and Arizona. Locally, NDC has been involved in multiple distracting/redistricting efforts such as Monterey Peninsula College (?) and Pacific Grove.

Dr. Johnson updated his review of the election results from 2022 and 2024. Attached is Dr. Johnson's Executive Summary and conclusions of his review of the pertinent key demographics and election history of Seaside concludes that Seaside's at-large system of voting does not violate the CVRA and that a shift to by-district elections is likely to impair, rather than enhance, the ability of minority voters to elect their preferred

candidates or otherwise influence the outcome of elections.

FISCAL IMPACT

Neutral.

ATTACHMENTS

1. NDC Seaside 2024 Executive Summary
-

Reviewed for Submission to the City Council by:



Sheri L. Damon, City Attorney

November 14, 2024

Sheri Damon, City Attorney
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Dear Ms. Damon,

NDC has worked on over 600 liability analysis and districting projects related to the California Voting Rights Act, and it has been our pleasure to work with Seaside to review the City's situation. Following the release of the 2020 Census data, NDC reviewed the City's demographic profile and election history. NDC's review included a look at election results back to 2006. Between 2006 and 2024, Latino candidates appeared on Council election ballots (or ran uncontested) seven times. All seven times the Latino candidate was elected. For Mayor, a Latino candidate appeared on the ballot six times in that time period, winning five of those six times.¹

African-American candidates have a similarly long history of electoral success in Seaside, winning five of the seven times African-Americans ran for Council between 2006 and 2024, and winning the Mayoral election in 2018, 2020, 2022 and 2024. While NDC has not conducted the expensive and imprecise analysis of whether the data indicate whether Latino voters support those successful Latino candidates, or of whether African-American voters supported those successful African-American candidates, we are aware of no indications to the contrary. In short, a simple review of the City's electoral history indicates the City's at-large election system is not in violation of the Act's provisions. In fact, as detailed below, a shift to by-district elections is likely to impair, rather than enhance, the ability of Latino, African-American and Asian-American / Pacific Islander voters to elect their preferred candidates or otherwise influence the outcome of elections.

The 2020 Census and the most recent American Community Survey data at the time of our review indicated that Latinos are 43% of Seaside's total population and 28% of Seaside's Citizen Voting Age Population (often referred to as the 'eligible voter' population). At 75% of the City Council, (3 of 4) Latinos' share of the Council significantly exceeds the Latino share of eligible voters. African-Americans are similarly well-represented, with the Mayor representing 20 percent of the votes at City Council while African-Americans are only 11 percent of eligible voters.

No Asian-American is on the Council or Mayor, though Asian-Americans are 11 percent of the City's total population and 16 percent of eligible voters. But we have seen or read no indications of racially polarized voting against candidates preferred by Asian-American voters. Given the population patterns in the City, a move to by-district elections would likely impair, rather than enhance, Asian-American voting strength. Our review found that in a by-district system Asian-Americans would be, at most, 20 percent of eligible voters in a district. While 20 percent is a slight increase over their 16 percent citywide, those Asian-American voters would still be outnumbered four to one in a district that elects only one Councilmember. Outnumbered four-to-one in a single Councilmember election would be a significant reduction in Asian-Americans' ability to influence elections compared to representing 16 percent of the eligible voters in election contests for all four Councilmembers. Being concentrated in one district, with only one seat available, also removes the opportunity for an Asian-American to build a coalition of candidates and their supporters running together for multiple seats.

A move to a by-district election system would similarly reduce Latino voters' ability to elect their preferred candidates, because of the resulting concentration of many Latino voters in a single district.

¹ I am unaware of 2024 unsuccessful Mayoral candidate Karla Lobo's race/ethnicity, so she is not included in these counts.

National Demographics Corporation

Given the diverse demographics of the City, Latinos would likely not be a majority of eligible voters in any one district. But the concentration of Latino voters would reduce, or possibly even eliminate, Latino voters' current ability to electing multiple Latinos to the Council via the at-large election system.

Sincerely,



Douglas Johnson, President



CITY OF SEASIDE STAFF REPORT

Item No.: 10.C.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Jose Bazua, Economic Development Director

DATE: November 21, 2024

**SUBJECT: RELEASE OF A REQUEST FOR PROPOSAL FOR THE
DEVELOPMENT OF MAIN GATE PROPERTY (APN(S) 031-031-
018-000, 031-041-011-000, AND 031-151-013-000) AND
MAKING SURPLUS LAND ACT FINDINGS**

RECOMMENDATION

Adopt a resolution authorizing the Interim City Manager to release a Request for Proposals for development of the Main Gate property and declaring the "Main Gate" property, APN(s) 031-031-018-000, 031-041-011-000, and 031-151-013-000 less the 5-acres for the Courthouse, as "exempt surplus land" in accordance with the Surplus Land Act, Government Code Section 54220

BACKGROUND

The City of Seaside ("City") owns real property consisting of approximately +/-50-acres, commonly referred to as "Main Gate" (Property). This Property is bounded by Highway 1 to the West, 2nd Avenue to the East, Divarty Street to the North and Lightfighter Drive to the South. The parcel is identified as APN(s) 031-031-018-000, 031-041-011-000, and 031-151-013-000. The City has previously approved an Acquisition Agreement with the State of California (Judicial Council) for the construction of a new Courthouse on approximately 5-acres of this land. The APN(s) less the Courthouse parcel are collectively referred to as the Main Gate property.

Surplus Lands Act

The California Surplus Land Act was initially adopted in 1968 in response to the statewide housing shortage. Since then it has undergone substantial changes. In 2019, the Act was expanded to include additional reporting requirements and

enforcement provisions, imposed new obligations on public agencies disposing of property, introduced penalties for non-compliant dispositions. In 2023, further amendments modified exempt surplus lands categories and created new exemptions, extended the deadline for certain "grandfathered" agreements to December 31, 2027 and in 2024, the California Department of Housing and Community Development (HCD) adopted Final Updated Surplus Land Act Guidelines.

These modifications have generally aimed to increase compliance, provide more flexibility to public agencies in certain cases, and further prioritize affordable housing development on surplus public lands. The Act continues to evolve as California grapples with its ongoing housing crisis.

The Main Gate Property will fall under the strict disposal provisions of the Surplus Lands Act, unless an exemption is applicable to the property. Government Code section 54221(f)(1)(H) provides a definition of "Exempt Surplus Land" which states that property that is intended for a mixed-use development that covers more than **ten acres** and includes a number of residential units equal to either **ten times the number of acres of the surplus land** or a maximum of 10,000 residential units, whichever is less. Additionally, at least 25 percent of the residential units must be designated for lower-income households, as defined in Section 50079.5 of the Health and Safety Code, for a minimum of 55 years for rental housing and 45 years for ownership housing. Additional requirements will be required in to meet the timing and sequencing of residential units to commercial or other aspects of the mixed use development.

Main Gate Development

Staff would like to release a Request for Proposals that will qualify the Main Gate property and any subsequent development on that property as Exempt Surplus Land.

Accordingly, attached is a draft Request for Proposals which outlines a request for proposals to develop a mixed-use development. The draft Request for Proposals also outlines that any proposal must include a minimum number of residential units that includes a combination of market-rate residential units and affordable units and must include 25-percent will be designated for lower-income households and meet the other requirements of the Surplus Lands Act for the exemption. The final number of housing units, will be ultimately calculated based upon any refinements to the surplus land actually transferred as a result of accepting any proposal and entering into any appropriate disposition agreements. The Main Gate property development will be required to become a part of the Community Facilities District, the City established for developments on the former Fort Ord lands.

HCD is required to receive any Surplus Lands Act findings and corrolary Request for Proposals prior to the release of any Request for Proposals and HCD has by law 30-days to consider such request for concurrence with the findings and the request for

proposals. Accordingly, staff is requesting the Council consider the draft RFP, make appropriate Surplus Lands Act findings for the requested exemption based upon the RFP so the process can be started.

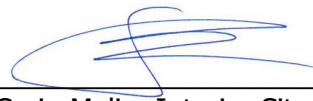
FISCAL IMPACT

Fiscal impact neutral at this time, however, as the Main Gate property is ultimately planned and reused, the fiscal impact will be beneficial.

ATTACHMENTS

1. Resolution
 2. DRAFT Request for Proposal - Main Gate Mixed-Use Project
-

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 RELEASE OF A REQUEST FOR PROPOSAL FOR THE
DEVELOPMENT OF MAIN GATE PROPERTY APN(S) 031-031-018-000, 031-
041-011-000, AND 031-151-013-000) AND MAKE SURPLUS LAND ACT
FINDINGS**

WHEREAS, the City of Seaside ("City") owns real property consisting of approximately +/-50-acres, commonly referred to as "Main Gate" (Property).

WHEREAS, the Property is bounded by Highway 1 to the West, 2nd Avenue to the East, Divarty Street to the North and Lightfighter Drive to the South, and is identified as APN(s) 031-031-018-000, 031-041-011-000, and 031-151-013-000.

WHEREAS, the City has previously approved an Acquisition Agreement with the State of California (Judicial Council) for the construction of a new Courthouse on approximately 5-acres of this land. The APN(s) less the Courthouse parcel are collectively referred to as the Main Gate property.

WHEREAS, the Main Gate Property falls under the strict disposal provisions of the Surplus Lands Act, unless an exemption is applicable to the property.

WHEREAS, Government Code section 54221(f)(1)(H) provides a definition of "Exempt Surplus Land" which states that property that is intended for a mixed-use development that covers more than ten acres and includes a number of residential units equal to either ten times the number of acres of the surplus land or a maximum of 10,000 residential units, whichever is less.

WHEREAS, at least 25 percent of the residential units must be designated for lower-income households, as defined in Section 50079.5 of the Health and Safety Code, for a minimum of 55 years for rental housing and 45 years for ownership housing.

WHEREAS, staff will release a Request for Proposals that will qualify the Main Gate property and any subsequent development on that property as Exempt Surplus Land.

WHEREAS, the City Council makes appropriate Surplus Lands Act findings for the requested exemption.

WHEREAS, HCD is required to receive any Surplus Lands Act findings and corrolary Request for Proposals prior to the release of any Request for Proposals.

WHEREAS, HCD has by law 30-days to consider such request for concurrence with the findings and the request for proposals.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside makes the following findings:

1. In accordance with the provisions and requirements as outlined in the attached draft Request for Proposals, the Main Gate land will be declared to be Excess Surplus Land, pursuant to the provisions of Government Code section 54221(f)(1)(H) to wit:
 - a. The Request requires only proposals for a mixed use development, requires housing to be provided at the rate of 10 units to every developable acre and of those total units (estimated at 400-480) 25% are required to be appropriately deed restricted; and
 - b. The RFP also requires that all proposal comply with all aspects of the exemption, including the anticipated phasing and timing of construction of the residential units to the economic development units; and
 - c. The RFP also requires that all proposals comply with any other aspect of the exemption that are not covered above.
2. The City Council further directs submission of this Ordinance and the draft RFP to the Housing and Community Development office for concurrence with these findings.

PASSED AND ADOPTED at a regular City Council meeting of the City Council of the City of Seaside duly held on the 21st day of November, 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

MAIN GATE MIXED-USE PROJECT

Request for Proposals (RFP)



Introduction/Invitation

The City of Seaside (“the City”) is pleased to invite proposals from qualified development teams to serve as the master developer for a prime mixed-use site along California’s Central Coast. The Main Gate site, totaling approximately +/- 50 acres, presents a rare opportunity for a development team to design, finance, and create a high-quality, mixed-use development consistent with the City’s General Plan and current market conditions.

This vacant site benefits from direct access to Highway 1 via a full interchange, providing connectivity to surrounding cities, nearby points of interest, and major transportation routes. As the northern gateway to the Monterey Peninsula and the western entrance to the Fort Ord National Monument, this site will serve Seaside residents, the military community, California State University, Monterey Bay (CSUMB) students, regional visitors, and neighboring cities.

The selected development team must demonstrate urban planning, architectural design, and commercial marketing expertise. It should include a qualified urban design/architectural firm experienced in large-scale, mixed-use projects. Through this RFP process, the City aims to identify a preferred Developer/Development Team to enter into an Exclusive Negotiating Rights Agreement (ENRA) that will lead to the successful development of this premier property.

Background

Project Location

The City of Seaside owns real property consisting of approximately +/- 50 acres, commonly referred to as “Main Gate”. This property is bounded by Highway 1 to the West, 2nd Avenue to the East, Divarty Street to the North and Lighthouse Drive to the South. The City has previously approved an Acquisition Agreement with the State of California (Judicial Council) for the construction of a new Courthouse on approximately 5-acres of this land on the Northeast corner of the property. Additionally, the site is adjacent to CSUMB, a dynamic regional institution with a student population of over 7,700.

The City of Seaside, situated along Monterey Bay, is approximately 115 miles south of San Francisco and adjacent to the City of Monterey. Highway 1, the primary north-south route along the central coast, connects Seaside to neighboring cities on the Monterey Peninsula and Santa Cruz County to the north, with Salinas—the largest city in Monterey County—just 15 miles northeast. Seaside encompasses approximately 7.94 square miles and has a current population of 35,000, with projected growth to 42,903 by the completion of the City’s General Plan. Within a five-mile radius, the population totals approximately 130,000.

Project Site

Originally part of the Fort Ord Army Base, the Main Gate property was transferred to the City by the Fort Ord Reuse Authority (FORA) and the U.S. Army. The property is generally subject to the disposal provisions of the Surplus Lands Act (SLA), unless an exemption applies.

According to SLA Government Section 54221(f)(1)(H), "Exempt Surplus Land" is defined as property intended for mixed-use development that spans more than ten acres and includes residential units totaling either ten times the number of acres of the surplus land or a maximum of 10,000 residential units, whichever is less. Additionally, at least 25 percent of the residential units must be designated for lower-income households, as defined in Section 50079.5 of the Health and Safety Code, and must remain affordable for a minimum of 55 years for rental housing and 45 years for ownership housing. Additional requirements will be imposed to ensure that the timing and sequencing of residential units aligns with the development of commercial or other elements within the mixed-use project. On November 21, 2024, the Seaside City Council declared the property "Exempt" from the Surplus Lands Act through a formal resolution. Following this declaration, on (add date) a request for concurrence with the City's exemption was submitted to the Housing and Community Development Department.

Nearby Development

The Main Gate property is one of the last developable parcels along the scenic Highway 1 corridor. With panoramic ocean views enhancing its appeal, the project is designed to meet the growing demands of Seaside residents, the military community, and regional visitors while celebrating the coastal beauty of the area.

Key developments at the Main Gate site emphasize its prime location. It is situated next to CSUMB, which has a student population of over 7,700 and is experiencing ongoing enrollment growth. This increase in students is driving a rising demand for nearby services and amenities.

Nearby, the renowned Bayonet and Blackhorse Golf Courses offer 36 holes of PGA-rated championship golf set against breathtaking coastal vistas. Their world-class design and reputation attract golf enthusiasts and visitors, elevating the area's status as a premier destination and enhancing the desirability of the Main Gate site for mixed-use development.

Adding to the vibrancy, the Grand Hyatt Seaside at Monterey Bay promises to transform the region's hospitality landscape. Celebrated in September 2024, the hotel's dedication ceremony marked the beginning of a project that will deliver 330 luxurious rooms, three signature dining venues, and 38,000 square feet of conference facilities by Spring 2027. With its unmatched oceanfront location, the Grand Hyatt will attract both business and leisure travelers, further solidifying Seaside as a destination of choice.

Adjacent to the Main Gate site, the planned Campus Town development spans 122 acres and is designed to support housing and commercial needs. This vibrant mixed-use community will feature approximately 1,483 residential units, including affordable housing, along with 250 hotel rooms with retail and commercial spaces. Construction on Phase 1A is set to begin in early 2025, establishing Campus Town as an integral extension of the area with views that embrace the natural beauty of the coastline.

Finally, the planned Monterey County Superior Court Facility will anchor a 5-acre parcel at the northeast corner of the Main Gate site. This state-of-the-art judicial facility will enhance local service infrastructure and drive economic activity, seamlessly integrating with nearby commercial and mixed-use developments. Its location near the coast ensures both functionality and a sense of connection to the region's stunning surroundings.

Together, these developments position the Main Gate property as a dynamic hub for community, commerce, and tourism, all framed by the unparalleled allure of the Pacific Ocean.

Project Objectives

The City's vision for the Main Gate Project is designed to align closely with its General Plan, focusing on fostering sustainable, community-driven growth that enhances the quality of life for residents and visitors alike. Development proposals should incorporate the following detailed objectives:

- 1. Mixed-Use Design:** Proposals should include a mix of market-rate and affordable housing units. A minimum of 25 percent of these units must be reserved for lower-income households and comply with the requirements set forth by the Surplus Lands Act.

The proposal should also incorporate a well-balanced mix of commercial, retail, hospitality, and open spaces. This approach aims to create an inviting hub that serves the diverse needs of residents, visitors, the military community, and university students. The design should promote social interaction and community engagement, featuring spaces for outdoor dining, parks, and gathering areas.

- 2. Sustainable Urban Design:** Walkability is essential for creating a dynamic and thriving community. Proposals should present plans to enhance pedestrian and cycling connections to key destinations such as CSUMB, Fort Ord Dunes State Park, and the Fort Ord Dunes Trail. The design must ensure convenient access to nearby recreational areas while integrating seamlessly with public transportation systems. A well-designed parking structure should be included to accommodate vehicles while minimizing surface parking, ensuring efficient land use and enhancing the pedestrian-friendly character of the area. Features such as well-placed bus stops, bike-sharing programs, and carpooling incentives should be incorporated to encourage sustainable and eco-friendly transportation choices.

- 3. Commercial and Hospitality Focus:** In response to shifting retail trends, the City seeks innovative retail concepts designed to attract a wide and diverse customer base. This includes distinctive boutique stores and engaging retail offerings that provide interactive and memorable shopping experiences. The inclusion of a hotel catering to both business and leisure travelers is important. Entertainment venues such as, galleries, sports bars, and sports complex to serve visitors and locals alike are essential. The goal is to elevate the Main Gate's appeal, establishing it as a dynamic and vibrant destination for both residents and visitors.

4. Community and Economic Benefits: This project aims to serve as a catalyst for economic revitalization in the area. Proposals should demonstrate how the development will generate job opportunities, support local businesses, and contribute to the overall prosperity of the local economy. Detailed plans should specify the types of jobs to be created and how these roles will foster community development. Additionally, the inclusion of a police department substation within the project is vital to improving response times to the northern portion of the city, enhancing public safety and supporting the area's growth as a secure and thriving community hub.

5. Environmental Stewardship: Proposals should embody principles of environmental sustainability. This includes showcasing energy-efficient designs, such as utilizing renewable energy sources, green roofing systems, and rainwater harvesting techniques. The use of sustainable, locally-sourced building materials is encouraged to minimize the environmental footprint and align with the City's climate action and environmental goals.

6. Housing and Affordable Housing. Proposals should include how the proposal will comply with all the requirements of the Surplus Lands Act exemption requirements including but not limited to a range of housing types (minimum of the number of acres to be development *10), a minimum of 25% of those units are required to be deed restricted to lower income households and finally a phasing and timing for the housing as related to economic development. All of these requirements can be found in the Government Code.

Submission Requirements

1. Executive Summary

Provide a comprehensive overview of the Development Team, highlighting extensive relevant experience with large-scale mixed-use projects. Include details about the team's previous work, focusing on successful outcomes and innovative solutions. Identify the principal point of contact, outlining their authority to represent the entity and their role within the team.

2. Development Objectives and Approach

Articulate the Development Team's deep understanding of the City's goals and objectives. Outline a high-level concept for achieving these goals, detailing innovative strategies for community engagement and sustainable design. Present a well-thought-out concept plan that includes key design features emphasizing sustainable urban planning, walkability, and thoughtful connectivity with the surrounding area.

3. Development Team Qualifications

Provide a detailed description of each team member's roles, responsibilities, and relevant experience. Include:

- Company name (e.g., corporation, partnership, etc.)

- Company address and contact information
- Comprehensive list of consultants (e.g., architects, engineers, contractors) involved in the project, including their qualifications and previous collaborative projects.
- Any experience with public-private partnerships, highlighting successful outcomes and any lessons learned.

4. Prior Project Experience

Describe in detail prior mixed-use, commercial, and residential developments completed by the Development Team. Include comprehensive project references with contact information, a clear development timeline, and specific team roles within each prior project. Highlight challenges faced during these projects and how they were overcome.

5. Marketing and Outreach Strategy

Outline a robust marketing and community outreach strategy tailored for the Main Gate Project. Focus on methods for attracting retail tenants, prospective residents, and regional visitors. This may include social media engagement, community workshops, and partnerships with local organizations to ensure diverse community input and participation.

6. Marketing Analysis

Proposals should also include a marketing analysis, outlining how the team plans to identify target demographics, evaluate market demands, and strategically position the project for success in its intended market.

7. Financial Capability

Submit thorough financial statements and documentation demonstrating the team's financial strength and capacity to undertake the project. Provide detailed banking references and comprehensive information on prior financing arrangements for similar developments, including sources of funding and financial management strategies.

8. Conceptual Development Plan

Present a detailed preliminary site plan that designates areas for residential, retail, commercial, and public spaces. Address the anticipated phasing of the project, highlighting timelines and strategies for each phase.

9. Compliance with Surplus Land Act Provisions

The proposal must clearly explain how it will comply with the Surplus Land Act, including but not limited to, indicating the phasing of the 25 percent low-income housing alongside the market-rate housing and the construction of the economic development.

Proposal Evaluation Criteria

Proposals will be evaluated based on the following detailed criteria:

- 1. Alignment with City Objectives:** Assess the degree to which the proposal meets the City's Vision, including environmental sustainability goals and economic development objectives.
- 2. Development Team Experience and Qualifications:** Evaluate the Development Team's proven success in similar projects, particularly those involving mixed-use developments with market rate and affordable housing, and public-private partnerships.
- 3. Financial Capacity and Structure:** Review evidence of financial stability, including a sound funding approach and a clear financial structure that supports project viability.
- 4. Project Vision and Conceptual Plan:** Analyze the creativity, feasibility, and innovative aspects of the conceptual plan, including how well it integrates with the surrounding area and meets community needs.
- 5. Marketing Plan and Marketing Analysis:** Proposals will be evaluated on a marketing plan and analysis, outlining how the team plans to identify target demographics, evaluate market demands, and strategically position the project for success in its intended market. Additionally, the evaluation of the marketing analysis should assess the robustness of the proposed marketing approach, ensuring its effectiveness in driving interest and engagement across key target audiences.
- 6. Community Engagement:** Proposals will be assessed based on the proposed strategy for engaging the community throughout the entire project lifecycle.
- 7. Surplus Land Act Compliance**

Proposals will be evaluated on their adherence to the Surplus Land Act requirements, including but not limited to, compliance with the prescribed units of housing and affordable housing to be designated for lower-income household and the overall timing of construction of residential to commercial/economic development.

Submission Instructions

Conceptual plans must be high-resolution to facilitate detailed review by the evaluation committee

-Submission Deadline: TBD upon completion of HCD review.

-Submission Method:

Submit two (2) hard copies and one (1) copy in electronic format on a USB thumb drive.

Submissions should be addressed to:

Jose Bazua

Community and Economic Development Director
Community and Economic Development Department
City of Seaside
1583 Del Monte Avenue
Seaside, CA 93955

Selection Process and Next Steps

The City will conduct a thorough review of all proposals based on the outlined criteria. Selected teams may be invited for presentations, where they can further elaborate on their proposals. The City aims to enter into an Exclusive Negotiating Rights Agreement (ENRA) with the chosen Developer/Development Team, establishing a framework for planning and development collaboration.

For additional information or to request a pre-submission meeting, please contact the City of Seaside Economic Development Department at Jose Bazua, Community and Economic Development Director, jbazua@ci.seaside.ca.us, 831-899-6831. We welcome all inquiries and encourage comprehensive dialogue to ensure a successful proposal process.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.D.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: November 21, 2024

**SUBJECT: APPROVAL OF PROJECTS WITHIN THE NEIGHBORHOOD
IMPROVEMENT COMMISSION'S ANNUAL WORK PLAN
RECOMMENDATIONS FOR FISCAL YEAR 24-25**

RECOMMENDATION

Provide direction to staff on which projects to move forward with that have been recommended in the Neighborhood Improvement Commission FY2024-2025 annual work plan.

BACKGROUND

The Neighborhood Improvement Commission (NIC) provides recommendations and advice to the City council on matters related to improving neighborhoods in Seaside. The commission has five main objectives: Beautification of Property, Encouraging citizens to comply with Code Enforcement regulations, Making recommendations to the City Council, Working with Community Organizations to help clean up the City, Encouraging holiday decorations, and conducting Code Enforcement hearings.

With these objectives in mind, the NIC held a public meeting at the Oldemeyer Center on July 20, 2024, to develop the Annual Work Plan FY 24-25. During the meeting, the NIC reviewed the previous year's work plan and discussed projects for the current fiscal year, identifying sixteen projects, including six ongoing annual programs. The NIC voted to accept the sixteen projects as a draft list and scheduled further discussions. The NIC refined the list at subsequent meetings on August 6, 2024, August 20, 2024, September 3, 2024, September 12, 2024, and September 26, 2024. On September 12, 2024, City Commissions were invited to submit written project proposals to the NIC by September 25, 2024, to be considered for funding at the September 26, 2024, special NIC meeting.

At the September 26, 2024, meeting, the NIC evaluated written proposals from FOSPA, Sustainable Seaside, Homeless Commission, Art & History Commission, Parks & Recreation Commission, and Sustainable Seaside. Each proposal was evaluated based on the Commission's five main objectives to determine whether the project is recommended for funding. The attached Annual Work Plan is the result of the NIC's commitment to the "overall improvement of neighborhoods in Seaside". The NIC's FY 24-25 budget allocation is \$398,687.91 with an available balance of \$385,316.02. The estimated cost for this fiscal year's work plan is \$385,316.

At the October 3, 2024, City Council Meeting staff presented the proposed work plan to the City Council for consideration and approval. At that meeting, the City Council directed staff to look into the feasibility of the projects that were proposed along with the funding that was allocated for each of those projects, and bring it back for council review. Those proposed projects are as follows:

Requestor	Project	Unit	Quantity	Unit Cost	Total Cost
NIC	Neighborhood Clean up	Each	2	\$7,500	\$15,000
NIC	Tree Giveaway Program	Lump Sum	1	\$10,000	\$10,000
NIC	Neighborhood Watch	Lump Sum	1	\$10,000	\$10,000
NIC	Graffiti Abatement Program	Lump Sum	1	\$25,000	\$25,000
NIC	Additional Benches on GJM	Each	4	\$1,897	\$7,588
NIC	Utility Box Wraps	Each	5	\$1,700	\$8,500
NIC	High Five Program	Lump Sum	1	\$5,000	\$5,000
NIC	Additional Bike Racks City Parks and Downtown	Each	5	\$800	\$4,000

NIC	Additional Mural at Oldemeyer	Lump Sum	1	\$15,000	\$15,000
NIC	Landscape Improvements at Seaside Sign	Lump Sum	1	\$15,000	\$15,000
NIC	Community Flag Giveaway	Each	100	\$40	\$4,000
NIC	Capra Park Revitalization	Lump Sum	1	\$25,000	\$25,000
SAHC	Mural for Pre-School	Lump Sum	1	\$15,000	\$15,000
FOSPA	Capra Park BBQ area	Lump Sum	1	\$26,314	\$26,314
FOSPA	LC park Play structure	Lump Sum	1	\$70,000	\$70,000
PRC	LC Park Adult Fitness Equipment	Lump Sum	1	\$90,000	\$90,000
PRC	Water Fountain Refill stations	Each	2	\$11,200	\$22,400
Sustainable Seaside	Water Fountain at Capra	Each	1	\$11,200	\$11,200
Total					\$385,316

Staff have researched the proposed projects, and the following is a break-down of each project and what could be included with the funds that have been recommended by the NIC.

Summary & Recommendation

Staff recommends all projects move forward with the exception of the Flag Giveaway program and the Lincoln Cunningham Adult Fitness project.

As detailed in the end of the report analysis, there are insufficient funds to complete both the playground and the adult fitness area of the Lincoln Cunningham Park renovation. Instead of doing two projects at one fourth to one third of the necessary funding, staff recommends using both the \$90,000 of NIC recommended allocation for the Adult Fitness Equipment and the \$70,000 for the NIC recommended allocation for the Play Structure, combined with approximately \$200,000 of remaining funds for the Phase 1 Trail Project, to build a \$360,000 (+/-) playground.

While the Flag Giveaway program is well intended and could arguably relate to the NIC goal of encouraging holiday decorations, the program has the challenge of, essentially, using public funds to provide individuals with what becomes a privately-owned item which has more than nominal value. It could also set a precedent for citizens to demand equal protection for flags for a variety of holidays, which could become contentious.

For the other projects where the total expected cost is more than the NIC allocated recommendation (i.e. bike racks, benches, water fountains), staff proposes to proceed by reducing the total units to align with the NIC recommended allocation.

Detailed Analysis

Neighborhood Clean Up - Given the great response to the NIC's biannual clean-up program, this recommendation would increase the program from two times a year to four times. The clean-up would occur on a quarterly basis, and the funding request of \$15,000 is sufficient.

Tree Giveaway Program - This would be the third year of this program, and the Parks and Recreation Commission has led the efforts on the implementation. In year one, \$8,600 was expended, and in year two, \$6,700 was expended. Each year over one hundred trees are given away. The funding request of \$10,000 is sufficient, but reduction could be possible with little to no impact.

Neighborhood Watch Program - This is a program that NIC would like to revive. The idea is to replace and install new neighborhood watch signs throughout the City. The cost of the signs is estimated to be about \$250 each, which does include the installation. The \$10,000 that is recommended would provide 40 signs.

Graffiti Abatement Program - There are two potential concepts for this program. **1.** The NIC would develop a program where residents would participate in routine cleaning up of graffiti and the City would provide the materials needed. This concept would be similar to what FOSPA does on a weekly basis in the parks. **2.** The NIC would release an RFP for contract services to clean-up graffiti around the City. The recommended amount of \$25,000 should be sufficient to purchase supplies to get a program up and running, and potentially sufficient to hire a contractor.

Benches on GJM - The total cost of a single bench is \$4,500. This cost includes the purchase, installation, concrete pad, and the safety rail. The current recommendation of \$7,588, is not sufficient for the number of benches that has been recommended. This amount would only provide one extra bench.

Utility Box Wraps - The NIC recommended five additional wraps in this year's cycle. The amount recommended of \$8,500 is sufficient to complete the requested number of five more wraps. It is of note that there are ten more boxes left in the City. If approved, there would still be five more that could be wrapped in the future.

High Five Program - This is a program that was envisioned by the Police Chief when he was the Acting City Manager. The idea is to assist members of the community who may have a inability to maintain the overgrown vegetation within their yards. The recommended allocation of \$5,000 is sufficient to start a pilot program to see if it would be beneficial to continue.

Additional Mural at Oldemeyer Center - The first mural that is currently being installed was \$14,500. During the RFP process the committee recommended asking for future funding for the second place muralist. The \$15,000 that is recommended is sufficient for the proposal that was submitted during the first cycle of proposals for the second place muralist.

Mural for pre-School - The current mural that is on the ground outside the pre-school has been worn down and is not very visible. The Art & History Commission has requested funding for a new mural to be painted on the wall outside the pre-school. The \$15,000 that has been recommended is sufficient for this project.

Additional Bike Racks for Parks and Downtown - The actual cost for a bike rack is \$1,300. If we replace the current bike racks with new decorative racks, the amount of \$4,000 recommended would cover the cost of 2-3 bike racks. If the bike racks are going to be installed in a new location, and a concrete pad needs to be poured, we would only be able to install 1-2 bike racks. The amount recommended is not sufficient for the amount of bike racks that have been recommended.

Landscape Improvements at the Seaside Gateway Sign - The thought process behind this project was to remove the current landscaping and replace it with drought-tolerant native plants. The current landscaping has already been established with native drought-tolerant plants and does not require any watering. In addition, during the spring months, the corner is filled with hundreds of California Poppy's. While the recommendation of \$15,000 in funding for this project is sufficient, staff recommends keeping the existing landscaping and spending more time on a regular basis keeping the gateway cleaned and maintained. This could be done with a fraction of the recommended funding.

Community Flag giveaway - The idea for this program is similar to the tree giveaway. The NIC would like to provide Seaside residents to receive a free American Flag to be displayed on their home or business during the year. The \$4,000 that was allocated is sufficient for the recommendation. Each flag would come with the hardware needed to install the flag on a home or business.

Capra Park Revitalization & Capra Park BBQ Area - The idea for these two projects came as a result of the vandalism of the community garden that occurred

earlier in the year. The two projects combined total \$51,314. The approximate cost for an ADA bench, BBQ, expanded concrete pad, and installation is \$20,000. The funds that have been recommended are sufficient for the work as well as adding more plants to the community garden. Any extra funds could be put to adding some additional features like a bike rack, and extra garbage cans.

New water fountain refill stations - The Parks and Recreation Commission made a request to install two new water fountain refill stations in our parks. All the parks that currently have drinking fountains have already been replaced with a refill station. The cost to install a new water refill station is approximately \$20,000, and this does not include any modifications for ADA which would be needed. The recommendation of \$22,400 would be enough to install one new water filling station. Staff's recommendation would be to install this water refill station at Metz Park.

Water fountain at Capra Park - Since this would be a new installation, the cost of the water fountain would be about \$20,000. The recommendation of \$11,200 would not be sufficient. However, with the other recommendation for the Capra Park Revitalization, there would be enough funds to cover the cost of the Water Fountain.

Lincoln Cunningham Park Play Structure - \$70,000 was recommended for this project. While the amount would cover the cost of the structure, that figure does not include the costs associated with the installation, drainage, boarders, concrete ramps, and playground surfacing. The engineer's estimate of the probable construction cost for the playground is \$352,742.

Lincoln Cunningham Park Adult Fitness Equipment - \$90,000 was recommended for this project. Similar to the play structure, the recommended amount would cover the equipment, but the engineer's estimate for this Adult fitness area is \$447,896.

There is approximately \$200,000 left in the Lincoln Cunningham Arterial Trail Phase 1 Project account. These remaining funds could be used to supplement the funding recommended by the NIC for these two projects. Staff recommends combining the recommended funding for the two Lincoln Cunningham Park projects for a total of \$160,000, and then using the remaining funds from the Trail project for a total of \$360,000. This would be enough funds to complete the playground portion of the park.

While these numbers are estimates, staff is confident that the NIC's work-plan can be executed with some adjustments to the amounts of specific items requested, and are looking for Council direction on how to proceed.

FISCAL IMPACT

Funding for the NIC FY24-25 annual work plan is within the Building and Code Services Department Neighborhood Improvement Commission Budget allocated for this fiscal year. The funds are encumbered from Budget number 100-1350-7169 in the amount of \$385,316.02.

ATTACHMENTS

1. NIC FY 24-25 Final Work Plan
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Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

Neighborhood Improvement Commission
Annual Work Plan FY 24-25
October 3, 2024

ENTITY	PROJECT	UNIT	QTY	UNIT COST	TOTAL COST
NIC	Neighborhood Clean-up, September and April	EA	2	\$7,500	\$15,000
	Tree Give-a-Way	LS	1	\$10,000	\$10,000
	Neighborhood Watch Program	LS	1	\$10,000	\$10,000
	Graffiti Abatement Program	LS	1	\$25,000	\$25,000
	High Five Program	LS	1	\$5,000	\$5,000
	Additional Benches on Gen. Jim Moore Bl	EA	4	\$1,897	\$7,588
	Utility Box Wraps	EA	5	\$1,700	\$8,500
	Additional Bike Racks at City Parks & Downtown	EA	5	\$800	\$4,000
	Oldemeyer Center Mural - West Entrance Wall	EA	1	\$15,000	\$15,000
	Landscape improvement for less maintenance at Seaside sign, Del Monte and Canyon Del Rey	LS	1	\$15,000	\$15,000
	Community Flag Giveaway	EA	100	\$40	\$4,000
	Capra Park Revitalization	LS	1	\$25,000	\$25,000
ART & HISTORY COMMISSION	Mural at Pre-School	LS	1	\$15,000	\$15,000
FOSPA	Capra Park BBQ Area	LS	1	\$26,314	\$26,314
PARKS & RECREATION COMMISSION	Lincoln Cunningham Park - Adult fitness course	LS	1	\$96,314	\$96,314
	Lincoln Cunningham Park - Play Structure	LS	1	\$70,000	\$70,000
	Water Fountain-Refill Station - Other locations	EA	2	\$11,200	\$22,400
SUSTAINABLE SEASIDE	Water Fountain-Refill Station - Capra Park	LS	1	\$11,200	\$11,200
REMAINING NIC BUDGET	\$385,316		Total	Allocation	\$385,316