



AGENDA

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, February 20, 2025
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. SEASIDE YOUTH RESOURCE CENTER PRESENTATION (TED BLACK, YOUTH CENTER SUPERVISOR)

B. RECEIVE A PRESENTATION FROM PALENKE ARTS ON THE 2024 COMMUNITY SOCIAL SERVICES GRANT PROGRAM (JUAN SANCHEZ, PALENKE ARTS EXECUTIVE DIRECTOR/FOUNDER)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM FEBRUARY 6, 2025, SPECIAL AND REGULAR MEETING

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of June 1, 2024 through September 20, 2024, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period July 2, 2024 through September 19, 2024.

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of June 29, 2024 through September 20, 2024, including the payroll and benefits checks, direct deposits and wired payments related to the pay period July 2, 2024 through September 19, 2024. Total Accounts Payable and Payroll for the above referenced period is \$159,533.75.

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

RECOMMENDATION: Approve the proclamation recognizing February as Black History Month in the City of Seaside.

E. APPROVE A PROCLAMATION RECOGNIZING FEBRUARY AS AMERICAN HEART MONTH

RECOMMENDATION: Approve a proclamation recognizing February as American Heart Month in the City of Seaside.

F. APPROVE A PROCLAMATION RECOGNIZING THE COMMENCEMENT OF RAMADAN FROM FEBRUARY 28 TO MARCH 29, 2025

RECOMMENDATION: Approve a proclamation recognizing the Muslim holy month of fasting and spiritual renewal from sundown on February 28 to sunup March 29, 2025 in the City of Seaside.

G. APPROVE A PROCLAMATION RECOGNIZING MARCH AS IRISH-AMERICAN HERITAGE MONTH

RECOMMENDATION: Approve a proclamation recognizing March as Irish-American heritage month in the City of Seaside.

H. APPROVE A PROCLAMATION RECOGNIZING MARCH AS WOMEN'S HISTORY MONTH

RECOMMENDATION: Approve a proclamation recognizing March as Women's History Month.

I. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM THE WAHINE PROJECT TO ASSIST WITH THE COST

ASSOCIATED WITH THEIR SKATEBOARDING FESTIVAL EVENT ON MARCH 2, 2025, AT CUTINO PARK

RECOMMENDATION: Approve the request.

- J. APPROVE FEE WAIVER FROM CALIFORNIA STATE UNIVERSITY MONTEREY BAY'S DEPARTMENT OF SOCIAL WORK FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR MASTER OF SOCIAL WORK (MSW) GRADUATE STUDENT SCHOLARSHIP TRAINING ON APRIL 25, 2025 IN THE AMOUNT OF \$262.63**

RECOMMENDATION: Approve a fee waiver request from California State University Monterey Bay.

- K. APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE HALL AND KITCHEN TO HOLD THEIR PLAY PRODUCTION "PARADISE BLUE" ON MARCH 15, 2025 IN THE AMOUNT OF \$787.50**

RECOMMENDATION: Approve the fee waiver request from Palenke Arts.

- L. APPROVE THE MAYOR'S ATTENDANCE AT THE NATIONAL LEAGUE OF CITIES CONFERENCE AND LEGISLATIVE MEETINGS IN WASHINGTON, D.C., MARCH 8-13, 2025**

RECOMMENDATION: Authorize out of state travel to Washington DC the week of March 8-13.

- M. ADOPT A RESOLUTION APPROVING DRAFT DEEDS FOR TRANSFERS OF FORMER FORT ORD PROPERTY TO MARINA COAST WATER DISTRICT IN ACCORDANCE WITH THE 2010 LAND TRANSFER AND WATER SERVICE AGREEMENT**

RECOMMENDATION: Approve the draft Deeds transferring property to Marina Coast Water District and Authorize City Manager to make such transfers

- N. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATION FOR RED CURB ON WANDA AVENUE**

RECOMMENDATION: Approve the installation of 13 feet of red curb on the east side of the driveway approach for 1092 Wanda Avenue.

- O. ADOPT A RESOLUTION AMENDING THE LOAN AGREEMENT BETWEEN THE SEASIDE MUNICIPAL WATER SYSTEM (SMWS) AND THE CITY OF SEASIDE (CITY) TRANSFERRING 337 AF OF RECYCLED WATER TO THE CITY, AND REDUCING THE LOAN PRINCIPAL, AND AUTHORIZE THE CITY'S FINANCE DIRECTOR TO MAKE ALL NECESSARY FINANCIAL ADJUSTMENTS**

RECOMMENDATION: Adopt a resolution amending a loan agreement between SMWS and the City of Seaside transferring recycled water capacity to the City of Seaside and reducing the loan value as follows:

1. Transfer responsibility for the payment of 337 AF of recycled water capacity to the City of

Seaside from SMWS, and; 2. Reduce the \$7,522,232.14 loan principal by \$5,674,017.14 bringing it to \$1,293,750, and;

2. Credit SMWS for all interest paid for the 337 AF of water to date, and;

3. Transfer rights to all payments received from the Ascent Seaside LLC for water credits from SMWS to the City, and;

3. Allow the remaining 70 AF of water credits to be paid for at the existing 20-year interfund loan term, and;

4. Authorize the City's Finance Director to make all amendments.

P. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH CALIFORNIA PREMIER RESTORATION FOR ON-CALL PROPERTY CLEAN-UP SERVICES FOR AN AMOUNT NOT TO EXCEED \$146,717.26

RECOMMENDATION: Approve an amendment to the Professional Service Agreement with California Premier Restoration.

Q. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH THE VILLAGE PROJECT INC. AS A NON-GOVERNMENTAL ORGANIZATION PARTNER OF THE PROPOSITION 47 GRANT PROGRAM

RECOMMENDATION: Authorize the agreement with the Village Project Inc.

R. ADOPT A RESOLUTION AUTHORIZING ACCEPTANCE OF EASEMENT DEEDS ON COE AVENUE (BEHIND 1735 AND 1745 MILITARY AVENUE) FOR TRAFFIC SAFETY IMPROVEMENTS

RECOMMENDATION: Authorize the acceptance of Easement Deeds on Coe Avenue behind 1735 and 1745 Military Avenue, and authorizing the City Clerk to execute the Certificate of Acceptance for said deed and cause it to be recorded.

S. ADOPT A RESOLUTION AWARDED A NOT-TO-EXCEED MAINTENANCE CONTRACT TO THE TWO (2) LOW BIDDERS BEAR ELECTRICAL SOLUTIONS, LLC., AND ST. FRANCIS ELECTRIC, LLC. WITH AN ANNUAL FUNDING LIMIT OF \$1,000,000.00 AND DIRECTING THE PUBLIC WORKS DIRECTOR TO AUTHORIZE INDIVIDUAL WORK ORDERS

RECOMMENDATION: Award contracts for the 2025 On-Call Job Order (Traffic Signal and Streetlight Maintenance) Contracts.

T. ADOPT A RESOLUTION AWARDED A CONSTRUCTION CONTRACT TO SYNERGY BUILDERS, INC. IN AN AMOUNT NOT TO EXCEED \$448,385.00 (INCLUDES A 20% CONSTRUCTION CONTINGENCY) FOR THE CONSTRUCTION OF THE FIRE STATION NO.1 KITCHEN RENOVATION PROJECT AND APPROPRIATING \$140,161.00 FROM THE GENERAL FUND TO THE PROJECT

RECOMMENDATION: Approve the plans and specifications, award the construction contract and appropriate the funds.

U. ADOPT A RESOLUTION REJECTING ALL BIDS FOR THE DEMOLITION OF THE FORT ORD MILITARY RESERVATION PROPERTY DECONSTRUCTION AND DEMOLITION PROJECT - PHASE 1B (FORMER FORT ORD MILITARY

**RESERVATION - BURGER KING SITE) PROJECT AND AUTHORIZE RE-
DESIGN AND SOLICITATION OF AN EXPANDED PROJECT**

RECOMMENDATION: Reject all bids for the Fort Ord Military Reservation Property Deconstruction and Demolition Project - Phase 1B and authorizing staff to re-design and solicit an expanded project.

9. PUBLIC HEARING

A. INTRODUCTION OF AN ORDINANCE AMENDING TITLE 2 OF THE SEASIDE MUNICIPAL CODE FOR THE PURPOSE OF CORRECTING TYPOS, MISNUMBERED CODE SECTIONS, SENTENCE STRUCTURE, MISSING DEFINITIONS, CLARIFICATIONS AND PROPOSED TEXT AMENDMENTS. IN ACCORDANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES THE PROPOSED AMENDMENTS ARE EXEMPT PER 15061(B)(3) (FIRST READING, ROLL CALL VOTE)

RECOMMENDATION: Conduct the first reading.

10. BUSINESS ITEMS

A. DISCUSSION OF POTENTIAL USES OF ADDITIONAL WATER ALLOCATION WITHIN THE BOUNDARIES OF THE MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

RECOMMENDATION: Receive the presentation and consider potential uses of water allocation within MPWMD.

B. APPROVE AMENDMENTS TO THE RESOLUTION REGARDING THE DESIGNATION AS A SANCTUARY CITY

RECOMMENDATION: Consider and approve amendments to the Sanctuary City resolution.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

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

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

13. CLOSED SESSION

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

A. PURSUANT TO GOVERNMENT CODE 54957.6 - CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Dan Meewis, Interim City Manager; Samantha Sahkrani, Human Resources Director/Risk Manager

Employee Organizations: Seaside Police Officers' Association, Seaside Firefighters' Association, Seaside Public Safety Managers' Association, Seaside City Employees Association, Seaside Managers Employee Association, Non-Represented Non-Exempt Confidential Employees, Non-Represented Exempt Confidential Employees, Executive Employees, Unclassified Exempt Employees, and Unclassified Non-Exempt Employees

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

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

Agency Negotiators: City Manager, et. al

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

Under Negotiation: Price, terms of payment or both

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

Two Matters of Potential Litigation

14. ADJOURNMENT

Next Regularly Scheduled Meeting:

March 6, 2025

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, February 6, 2025
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

The invocation was led by Pastor Harold H. Lusk, Sr. (Bethel Missionary Baptist Church). The pledge was led by Council/Agency Member Alex Miller.

4. REVIEW OF AGENDA

The City Manager asked the Council to remove items 5A and 10A from the agenda.

5. CLOSED SESSION

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

Two matters of potential litigation

This item was removed from the agenda.

6. PUBLIC COMMENT

Kent Glenzer, Bobby Maxwell, Patty, Peter Kaiser, Karla Lobo, Lora James

7. PUBLIC AGENCY COMMUNICATIONS

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

The following events were announced:

- Seaside's Tiny Tot University is now enrolling! This program includes singing, stories, construction, painting, drawing, unit block work, writing, crafts, and much more! Classes are offered on a first-come, first-serve basis, call 831-899-6823 to set up an interview.

- Friday, February 7th, from 7 to 8:30 PM - Black History Month Art Exhibit Reception at the Walter Lee Avery Gallery in Seaside City Hall. This event is sponsored by the Seaside Art & History Commission, and will showcase powerful artwork honoring the African American experience.
- Everyone's Harvest, in partnership with Farms Together, is offering FREE boxes of produce at the Seaside Farmer's Market every Thursday! All area residents with lower socio-economic status are welcome to participate, but, don't forget to bring proof of MediCal, EBT, or WIC in order to do so. Please note that the NEW time for produce box distribution is 5 PM to 7 PM.
- Walter Lee Avery Gallery presents this year's Youth Art Competition! The Registration Deadline is February 26th, so, visit bit.ly/2025yart
- The Engineering and Public Works Department would like to announce several bid opportunities for work in the City of Seaside. There is an on-call contract for Architects, and an RFP for Street and Traffic Light Maintenance. For more information on these, and future projects, search "Bids & Proposals" on the City's Website.
- The Building and Permit counter at City Hall will be closed on Fridays. Our new business hours will be Monday through Thursday, 8 AM to 5 PM. For more information, visit our website or contact the Building Department at (831) 899-6733.
- The Central Coast Small Business Development Center is offering a number of opportunities for resources, grants, and workshops tailored to help local entrepreneurs! Whether you are looking for office space, starting up a home-based food business, or an at-home daycare, there is a program catered just for you. Visit centralcoastsbdc.com for more information.
- The Friends of Seaside Parks Association is having several workdays all over the city this February. On Saturday, the 8th, FOSPA will be at Durant Park, and, the 15th, they'll be at Capra Park AND Martin Park. For more information, including future dates and locations, visit FriendsOfSeasideParks.org.
- Friday, February 7th, the Seaside Recreation Department presents this year's An Evening With My Gal Father-Daughter Dance! This event runs from 6:30 – 8:30 PM, in Laguna Grande Hall at Oldemeyer Center. Admission is \$10 for Father & Daughter, \$5 for each additional Adult, and \$3 for each additional child. For more information, 831-899-6800.
- Black History Program, Sunday, February 16 at 3pm at the Oldemeyer Center.

The council recessed to the special meeting agenda at 5:36 p.m.

The regular meeting resumed at 6:58 p.m.

8. PRESENTATIONS

A. RECEIVE UPDATE ON THE 2024 CAL FRESH ENROLLMENT IN THE CITY OF SEASIDE (ASSISTANT CITY MANAGER, DAN MEEWIS)

The presentation reviewed the enrollment number for May 2023-December 2024, and a year over year comparison for full enrollment, adults, children under 18, and seniors aged 62+.

B. FINANCIAL REPORT UPDATE (FINANCE DIRECTOR, JESSICA RILEY)

The presentation reviewed the annual audit conducted by Maze & Associates, and should be finalized by March 31, 2025. The city-wide operations revenues and expenses, and the general fund operations and its distribution was also reviewed. Upcoming: FY24-25 Mid-year budget report is expected at the March 6 Council meeting; the FY25-26 budget process will begin in early March and two budget study sessions in May will be held from 5-9pm. The draft budget is scheduled to be presented to the Council on June 5 at its regular meeting.

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

The presentation reviewed the 2023 and 2024 crime rates comparison (down 4% in the categories of overall, property and persons; a 5 year comparison was also provided for statistics on overall crime, collision locations, traffic citations, and parking citations. An overview of staffing and its "wish list" for future staffing. Highlights of the American Nightmare presentation, international recognition, articles about the lobby, expanded technology, reduction in pedestrian related incidents and the reduction in crime was also reviewed.

9. CONSENT AGENDA

Items pulled: 8C, 8J

Public Comment: None

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.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM JANUARY 9, JANUARY 10, AND JANUARY 16, 2025

ACTION: APPROVED

- B. APPROVE A FEE WAIVER FROM HINDU TEMPLE OF MONTEREY PENINSULA FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR DIWALI CELEBRATION NIGHT EVENT ON OCTOBER 11, 2025**

ACTION: APPROVED

- C. APPROVE APPOINTMENTS TO THE HOMELESS COMMISSION, ART AND HISTORY COMMISSION, AND THE COMMISSION ON JOBS, OPPORTUNITIES & BUSINESSES IN SEASIDE**

Public Comment: Karla Lobo, Lora James

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 appointments to the Commissions.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

- D. ACCEPT AND FILE THE FISCAL YEAR ENDING JUNE 30, 2024 ANNUAL COMPREHENSIVE FINANCIAL REPORT, THE GOVERNANCE LETTER AND THE GANN LIMIT REPORT FOR THE CITY OF SEASIDE**

ACTION: ACCEPTED & FILED

- E. ADOPT A RESOLUTION CANCELING THE SEASIDE MUNICIPAL WATER SYSTEM TO MARINA COAST WATER DISTRICT INTERTIE PROJECT AND CONSTRUCTION CONTRACT IN THE AMOUNT OF \$304,817.00**

ACTION: ADOPTED RESO #25-14

- F. ADOPT A RESOLUTION AMENDING THE FY 2024-2025 CAPITAL IMPROVEMENT PROGRAM TO INCLUDE THE ADA CURB RAMP IMPROVEMENT PROJECT AND APPROPRIATING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$340,000.00 FROM THE SAN PABLO BRIDGE PROJECT TO THE ADA CURB RAMP IMPROVEMENT PROJECT**

ACTION: ADOPTED RESO #25-15

- G. ADOPT A RESOLUTION APPROVING A PROJECT SPECIFIC MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE FORTAG TRAIL PROJECT**

ACTION: ADOPTED RESO #25-16

- H. ADOPT A RESOLUTION APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT AND FINAL SUBDIVISION MAP FOR PHASE 4 OF THE ENCLAVE**

ACTION: ADOPTED RESO #25-17

- I. ADOPT A RESOLUTION TO MODIFY THE FEE FOR WATER RELEASE PERMITS FOR ACCESSORY DWELLING UNITS TO BE NO CHARGE**

ACTION: ADOPTED RESO #25-18

- J. ADOPT A RESOLUTION AUTHORIZING THE MODIFICATION OF THE POSITION ALLOCATION LIST AND COMPENSATION PLAN TO ADD THE POSITION OF ENGINEER INSPECTOR AND APPROVE JOB DESCRIPTION OF ASSISTANT CITY MANAGER-COMMUNITY SERVICES AND ADD TO THE CITY'S CLASSIFICATION PLAN**

Public Comment: Karla Lobo

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 authorize the modification of the position allocation list.

RESULT: 4-1-0-0

AYES: Burks, Garcia-Arrazola, Oglesby, Pacheco

NOES: Miller

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #25-19

- K. ADOPT A RESOLUTION APPROVING THE APPLICATION FOR BUILD GRANT FUNDS THROUGH U.S. DEPARTMENT OF TRANSPORTATION FOR THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENTS PROJECT**

ACTION: ADOPTED RESO #25-20

- L. APPROVE REQUEST TO MODIFY THE SCHEDULE OF PERFORMANCE EXTENDING THE DATE TO CLOSE A HOTEL CONSTRUCTION LOAN FOR THE GRAND HYATT HOTEL TO APRIL 30, 2025. THIS ITEM IS EXEMPT FROM CEQA PURSUANT TO 15061(C)(3)**

ACTION: ADOPTED RESO #25-21

10. BUSINESS ITEMS

- A. ADOPT A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO RANDAZZO ENTERPRISES INC. FOR THE DEMOLITION OF THE CAMPUS TOWN PHASE 1B SITE (FORMER FORT ORD MILITARY RESERVATION - BURGER KING SITE) IN AN AMOUNT NOT TO EXCEED \$1,326,129.00**

This item was removed from the agenda.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Ways to collaborate with Monterey Bay Union Football Club (Miller)
Council agreed to have the topic come back on a future agenda, MBFC season starts on March 15.
2. Re-affirming the city's status as a Sanctuary City (Garcia-Arrazola)
Council agreed to have the topic come back in the near future.
3. Highlighting a "Know Your Rights" training (Oglesby)
Council agreed to direct staff to work on facilitating a policy and assisting in the organization of information sessions, and to bring back the topic on a future agenda.

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

Reports provided.

Mayor Oglesby and Assistant City Manager Dan Meewis made a presentation to Mr. Malin for his service as Interim City Manager. Mr. Malin also provided comments to the Council, staff and public.

13. CLOSED SESSION

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

Public Comment: Karla Lobo

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

Property: The Property Commonly Referred to As Campus Town
(Property bounded by Highway 1/1st Avenue, 7th Avenue, Lightfighter/Colonel Durham Street, and Gigling)
Agency Negotiators: City Manager, et. al
Negotiating Parties: KBB Seaside Venture, et. al. and City of Seaside
Under Negotiation: Price, terms of payment or both

No report.

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

Two Matters of Potential Litigation

No report.

14. ADJOURNMENT

With no further business, the meeting adjourned at 10:15 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES

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

SPECIAL MEETING
440 HARCOURT AVE
Thursday, February 6, 2025
5:00 PM

1. CALL TO ORDER

Mayor/Chair Oglesby called the meeting to order at 5:37 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

ABSENT: None

3. CLOSED SESSION

City Attorney Sheri Damon read the closed session items and anticipated a report.

A. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE SECTION 54957

Position: City Manager

Report: The Council agreed to move forward with an employment agreement with candidate, Mr. Greg McDanel for the position of City Manager.

B. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE SECTION 54957

Position: Interim City Manager

No Report.

4. BUSINESS ITEMS

A. CONSIDER CITY MANAGER EMPLOYMENT AGREEMENT AND APPOINTMENT

Human Resources Director/Risk Manager Samantha Alcaraz provided a presentation reviewing the salary details for the position of City Manager, and responded to questions from the Council.

Public Comment: Karla Lobo, Lynda Cunningham, Pastor Ronald Britt, Susan Schiavone

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 employment agreement and appoint Greg McDanel as City Manager, effective March 17, 2025.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #25-23

B. CONSIDER APPOINTMENT OF INTERIM CITY MANAGER

Public Comment: Pastor Ronald Britt, Susan Schiavone,

On motion by Council/Agency Member Garcia-Arrazola, and second by Council/Agency Member Burks, and carried by the following vote, the City Council/Successor Agency moved to approve the appointment of Dan Meewis as Interim City Manager from the end of the meeting until March 16, 2025.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #25-24

5. ADJOURNMENT

With no further business, the meeting adjourned at 6:57 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: Daniel Meewis, Interim City Manager

BY: Corryn Bennett, Accountant II

DATE: February 20, 2025

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of June 1, 2024 through September 20, 2024, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period July 2, 2024 through September 19, 2024.

BACKGROUND

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

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

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

- \$18,736.68 to ALLSTAR FIRE EQUIPMENT for (15) New Structure Helmets For the Fire Dept.
- \$49,769.33 to BOYS & GIRLS CLUB OF MONTEREY COUNTY for FY2023/2024 Reimbursement for Seaside Clubhouse kitchen & exterior door improvement project.

- \$42,212.05 to CALIFORNIA-AMERICAN WATER for Multiple City water accounts under Cal-Am Water 6/25/2024 bill date. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$66,181.65 to CALIFORNIA-AMERICAN WATER for Multiple City water accounts under Cal-Am Water 7/24/2024 bill date. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$63,340.39 to CALIFORNIA-AMERICAN WATER for Multiple City water accounts under Cal-Am Water 9/04/2024 bill date. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$35,700.00 to COMMUNITY HUMAN SERVICES for Annual Allocation for FY 2023-24 CHS Joint Power Association.
- \$25,000.00 to COMMUNITY PARTNERSHIP FOR YOUTH for Community Social Services Grant Reimbursement/ Billing Cycle: July 01, 2024 through September 30, 2024
- \$15,000.00 to COMMUNITY PARTNERSHIP FOR YOUTH for Community Social Services Grant Reimbursement/ Billing Cycle: July 01, 2024 through September 30, 2024 (2).
- \$240,890.00 to COUNTY OF MONTEREY for Payment for FY 2024/25 Quarter 1 Dispatch Services.
- \$195,266.00 to COUNTY OF MONTEREY for Payment for FY 2024/25 Quarter 2 Dispatch Services.
- \$16,042.50 to PARAMETRIX, INC. for Professional developing services through May 2024: Traffic calming plan for mile-long Hilby Avenue corridor; San Pablo traffic calming services; on-call services.
- \$40,563.30 to PARAMETRIX, INC. for Professional developing services through June 30, 2024: a local road traffic safety plan; Traffic calming plan for mile-long Hilby Avenue corridor; San Pablo traffic calming services; on-call services.
- \$10,002.01 to ADVEXURE LLC for Drone equipment and accessories for the Police Department.
- \$44,926.71 to ATKINSON, ANDELSON, LOYA, RUUD & ROMO for Professional legal services for the period of May 2024.
- \$26,331.37 to ATKINSON, ANDELSON, LOYA, RUUD & ROMO for Professional legal services for the period of June 2024.
- \$25,305.00 to ATKINSON, ANDELSON, LOYA, RUUD & ROMO for Professional legal services for the period of July 2024.
- \$27,075.00 to JACOB GREEN & ASSOCIATES, INC. for April & June 2024 Emergency Management Consulting
- \$31,147.50 to WEST COAST CODE CONSULTANTS INC for Interim Chief Building Official Payment for the periods of April & May 2024, and prof plan review services.
- \$10,556.15 to WEST COAST CODE CONSULTANTS INC for Professional engineering services for projects May 2024: SFD addition 1930 Luxton, Grand Hyatt, and Campus Town services.
- \$23,200.00 to WEST COAST CODE CONSULTANTS INC for Professional building

- plan review services for the period of June 2024.
- \$32,600.00 to TOSTED ASPHALT, INC. for Renovation of Wheeler Street tennis courts.
 - \$74,594.27 to GRANITEROCK COMPANY for Construction services for Cutino Park Improvement Part 2, Phase 2 through 06/30/2024.
 - \$11,274.60 to BULLET GUARD CORPORATION for Installation of City Hall Ballistic Transaction Window.
 - \$15,000.00 to KENDRA NUNES for Internal affairs investigations for the period of February - June 2024.
 - \$18,500.00 to LAW DOG K9 for (1) Single purpose K-9 and handler course.
 - \$10,000.00 to SKY ELEMENTS LLC for Deposit for Drone Show for City Birthday Celebration on 10/13/24.
 - \$11,895.00 to HOPE SERVICES for Maintenance services for the period of June 2024.
 - \$13,084.50 to HOPE SERVICES for Maintenance services for the period of July 2024.
 - \$12,489.75 to HOPE SERVICES for Maintenance services for the period of August 2024.
 - \$14,510.56 to ANTHONY J. NOCITA for Community Social Services Grant Reimbursement/ Billing Cycle:April 01, 2024 through June 30, 2024
 - \$28,000.00 to JEA & ASSOCIATES for Community Social Services Grant Reimbursement/ Billing Cycle:April 01, 2024 through June 30, 2024
 - \$35,179.65 to MONTEREY CO. CONVENTION & VISITOR'S BUREAU for TID (Tourism Improvement District) remittance for the reporting period of April 2024 for the 13 Seaside motels/hotels.
 - \$36,266.67 to MONTEREY CO. CONVENTION & VISITOR'S BUREAU for TID (Tourism Improvement District) remittance for the reporting period of May 2024 for the 13 Seaside motels/hotels.
 - \$38,883.24 to MONTEREY CO. CONVENTION & VISITOR'S BUREAU for TID (Tourism Improvement District) remittance for the reporting period of June 2024 for the 13 Seaside motels/hotels.
 - \$42,708.60 to MONTEREY CO. CONVENTION & VISITOR'S BUREAU for TID (Tourism Improvement District) remittance for the reporting period of July 2024 for the 13 Seaside motels/hotels.
 - \$16,608.35 to MONTEREY BAY AIR RESOURCES DISTRICT for Per Capital Assessment for FY 2024-25.
 - \$44,500.05 to MONTEREY CO. SHERIFF-CORONER for Criminal Justice Information System for April 01, 2023 through June 30, 2023
 - \$10,802.50 to WALLACE GROUP for May and June 2024 invoices for projects: Bike Safe Grates and Pavement Rehab prof services.
 - \$41,334.18 to WALLACE GROUP for July 2024 Invoices for projects: Fog Training prof services, Cutino Park improvements, pavement rehab prof services, Grand Hyatt prof services, Campus Town Water Aug svcs.
 - \$37,277.00 to MONTEREY REGIONAL WASTE MGMT. DIST. for Billing 50% FT

2023-2024 Annual Proportionate Share of Costs of CA Senate Bill 1383
Implementations activities.

- \$37,714.34 to MONTEREY REGIONAL WASTE MGMT. DIST. for FY 2023/24 ReGen SB1383 cost sharing compliance assistance.
- \$69,084.96 to PACIFIC GAS & ELECTRIC for Collective accts for street lights, highway lighting, park lights and city office buildings. Service for the statement period of June 2024.
- \$70,705.57 to PACIFIC GAS & ELECTRIC for Collective accts for street lights, highway lighting, park lights and city office buildings. Service for the statement period of July 2024.
- \$71,048.65 to PACIFIC GAS & ELECTRIC for Collective accts for street lights, highway lighting, park lights and city office buildings. Service for the statement period of August 2024.
- \$10,843.88 to ROSS RECREATION EQUIPMENT INC. for Benches and freight for General Jim Moore Blvd. and park swing.
- \$95,754.88 to SALINAS VALLEY FORD for Purchase of a 2024 F-550 regular cab truck.
- \$11,224.00 to SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS for Animal care services for Police Department for the period of May & June 2024.
- \$13,585.00 to SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS for Animal care services for Police Department for the period of July 2024.
- \$10,593.00 to TRANSPORTATION AGENCY FOR MONTEREY CO. for FY 2024-25 contribution for congestion management and traffic monitoring.
- \$62,418.43 to U.S. BANK-CALCARD for City of Seaside purchase card transactions for the billing period of June 2024.
- \$25,610.08 to U.S. BANK-CALCARD for City of Seaside purchase card transactions for the billing period of May 2024.
- \$30,502.71 to U.S. BANK-CALCARD for City of Seaside purchase card transactions for the billing period of July 2024.
- \$53,448.45 to U.S. BANK-CALCARD for City of Seaside purchase card transactions for the billing period of August 2024.
- \$15,821.85 to HARRIS & ASSOCIATES, INC. for Eucalyptus Road Drainage and Ft Ord Phase 1 services for ther period of February 2024
- \$14,999.63 to VALLEY SAW & GARDEN EQUIPMENT LLC for Chainsaws, batteries, and supplies purchased for Public Works Dept.
- \$14,265.50 to OFFICE OF THE COUNTY COUNSEL for Legal services for the Sanitation District for the periods of March - June 2024
- \$40,031.07 to WHITSON ENGINEERS for May 2024 invoices for projects: Lincoln-Cunningham Arterial Trail services, San Pablo Bridge services, and PD Parking lot services.
- \$51,337.14 to WHITSON ENGINEERS for December 2023 Mingo Storm Drain prof services; June 2024 invoices for projects: San Pablo Bridge services, and PD Parking lot services.
- \$10,658.00 to WHITSON ENGINEERS for July 2024 invoices for projects: Cutino

Park services, and PD Parking lot services.

- \$40,000.00 to VILLAGE PROJECT INC. for Community Social Services Grant Reimbursement/ Billing Cycle: July 01, 2024 through Sept 30, 2024
- \$13,500.00 to SERGIO LOPEZ for Trimming services for trees on Hilby.
- \$30,974.01 to MONTEREY COUNTY AUDITOR-CONTROLLER for City's portion of FY 2024-25 LAFCO Budget Allocation.
- \$229,285.80 to MARINA COAST WATER DISTRICT for Recycled water meter services for the period of June 2024.
- \$215,817.07 to MARINA COAST WATER DISTRICT for Recycled water meter services for the period of July 2024.
- \$199,873.09 to MARINA COAST WATER DISTRICT for Recycled water meter services for the period of August 2024.
- \$46,818.40 to AXON ENTERPRISE, INC. for Bundle for officer safety plan 10 - supplies for Police Department.
- \$45,813.39 to AXON ENTERPRISE, INC. for Bundle for officer safety plan 10 - supplies for Police Department.
- \$16,275.00 to ROBERT S. JAQUES for Watermaster tecg program management services for the periods of June & July 2024.
- \$785,855.80 to WELLS FARGO BANK, N.A./COMPUTERSHARE for Annual debt service payment for FY 2024-25.
- \$48,588.58 to TRACNET for Annual maintenance fees for the period of 7/1/24-6/30/25.
- \$19,012.50 to CSG CONSULTANTS, INC. for Professional services for Enclave 2A& 2B Project for the periods of March 30, 2024 through June 30, 2024.
- \$50,000.00 to CSUMB for Fiscal year 2023-24 City of Seaside Scholarship and Internships.
- \$49,500.00 to ACTION COUNCIL OF MONTEREY COUNTY for Prof. services for the Community Social Services Grant for the periods of January-June 2024.
- \$11,397.50 to PAVEMENT ENGINEERING, INC. for Professional services for the Pavement Rehab Project through August 2024.
- \$18,685.00 to MICHAEL BAKER INTERNATIONAL INC. for CDBG Administration Services for the periods ending 03/31/24 - 06/30/24.
- \$14,020.00 to MICHAEL BAKER INTERNATIONAL INC. for CDBG Administration Services for the periods ending 06/30/24 & 07/28/24.
- \$3,252,011.00 to CALIFORNIA JOINT POWERS INSURANCE AUTHORITY for Fiscal year 2024-25 annual worker's compensation contribution/liability program.
- \$23,519.40 to CIVICPLUS LLC for Premium dept header annual subscription fee for the period of 10/1/24-9/30/25.
- \$17,897.16 to CIVICPLUS LLC for Annual subscription fee for the period of 10/1/24-9/30/25.
- \$15,718.75 to PAXTON ASSOCIATES for Professional administrative services for the Watermaster Plan project for the periods of 05/26/24 - 07/25/24.
- \$133,568.60 to KIMLEY-HORN AND ASSOCIATES, INC. for Professional services for the Campus Town project for the periods of Jan 2024 - May 2024.

- \$10,764.94 to KIMLEY-HORN AND ASSOCIATES, INC. for Professional services for the San Pablo Bridge project for the periods through May 2024.
- \$43,848.81 to KIMLEY-HORN AND ASSOCIATES, INC. for Professional services for the Campus Town project for the periods of April 2024 - May 2024; San Pablo Bridge project through June 2024.
- \$27,625.17 to KIMLEY-HORN AND ASSOCIATES, INC. for Professional services for the Campus Town project for the periods of April and May 2024.
- \$70,322.66 to KIMLEY-HORN AND ASSOCIATES, INC. for Professional services for the Campus Town project for the period June 2024.
- \$264,005.85 to U.S. BANK ST. PAUL for City of Seaside joint powers financing authority lease revenue bonds (Measure X Road Improvements and Cutino Park Improvement projects).
- \$10,540.84 to MOTOROLA SOLUTIONS, INC. for Purchase of mobile radio for Fire Department.
- \$28,220.42 to MONTEREY ONE WATER for SCSD prof. services for Lift Station Maintenance during Oct-Dec 2023; FOG Education FY 2023-24.
- \$24,201.27 to MONTEREY ONE WATER for SCSD prof. services for Lift Station Maintenance during Jan-March 2024
- \$35,230.00 to SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS for Professional engineering services Storm Drain Master Plan through June 2024; 90 Inch Outfall Study April-June 2024.
- \$32,877.50 to SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS for Professional engineering services Storm Drain Master Plan and 90 Inch Outfall Study through July 2024.
- \$32,063.04 to THE SOHAGI LAW GROUP for Professional legal services for Petrovich Development for the periods of July 2024.
- \$22,524.04 to THE SOHAGI LAW GROUP for Professional legal services for Petrovich Development for the period of August 2024.
- \$11,410.96 to STURDY OIL COMPANY for 1,450 gallons of regular gas (ethanol) delivered to the public works department.
- \$10,691.30 to STURDY OIL COMPANY for 1,300 gallons of regular gas (ethanol) delivered to the public works department.
- \$21,816.51 to HUNTINGTON PUBLIC CAPITAL CORP. for Quarterly lease contract payment for Vactor and Patch Trucks for the period of 8/8/24-11/7/24.
- \$10,677.08 to HUNTINGTON PUBLIC CAPITAL CORP. for Lease contract payment for the Energy Project at City Hall, City Library, and Fire Department locations for the period of 6/14/24-9/13/24.
- \$20,000.00 to PALENKE ARTS for Organizational support for Arts center for FY 203-24 quarter 2.
- \$15,000.00 to PALENKE ARTS for Organizational support for Arts center for FY 2024-25 quarter 1.
- \$21,715.99 to ENTERPRISE FM TRUST for Monthly payment for (21) leased City vehicles for the periods of July 2024.
- \$21,699.99 to ENTERPRISE FM TRUST for Monthly payment for (21) leased City

- vehicles for the periods of August 2024.
- \$21,699.99 to ENTERPRISE FM TRUST for Monthly payment for (21) leased City vehicles for the periods of September 2024.
 - \$24,699.00 to MAZE & ASSOCIATES for City Audit services for fiscal year ending 6/30/2024.
 - \$26,785.73 to BFS LANDSCAPE ARCHITECTS for Professional landscape services for Laguna Grande trail project for the periods of July 2024.
 - \$22,321.91 to BFS LANDSCAPE ARCHITECTS for Professional landscape services for Laguna Grande trail project for the periods of August 2024.

The Net Payroll and Payroll benefits total was \$6,425,291.29

The remaining checks, totaling \$1,373,054.02, include payments to vendors for operating expenditures.

The check report is available on the City's website here:
<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

1. Expense Approval Report
2. Check Report

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

February 20, 2025
City Council Regular Meeting

Item 8.B.
APPROVE AND FILE CITY CHECKS

[Attachment 1 - Expense Approval Report](#)

February 20, 2025
City Council Regular Meeting

Item 8.B.
APPROVE AND FILE CITY CHECKS

[Attachment 2 – Check Report](#)



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

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

FROM: Daniel Meewis, Interim City Manager

BY: Corryn Bennett, Accountant II

DATE: February 20, 2025

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of June 29, 2024 through September 20, 2024, including the payroll and benefits checks, direct deposits and wired payments related to the pay period July 2, 2024 through September 19, 2024. Total Accounts Payable and Payroll for the above referenced period is \$159,533.75.

BACKGROUND

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

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

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

- \$152,010.83 to U.S. BANK ST. PAUL for Debt Service Payment for the 2014 Seaside Successor Agency for the Redevelopment Agency Tax Allocation Bond

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

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, appearing to read "Dan Meewis", with a long horizontal flourish extending to the right.

Dan Meewis, Interim City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Dominique Davis, City Clerk

DATE: February 20, 2025

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

RECOMMENDATION

Approve the proclamation recognizing February as Black History Month in the City of Seaside.

BACKGROUND

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

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

A commemorative flag observing Black History Month will be flown at City Hall and Oldemeyer Center from February 1 to February 28, 2025.

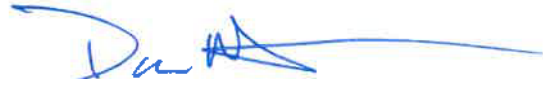
FISCAL IMPACT

None.

ATTACHMENTS

1. Black History Month Proclamation
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, appearing to read "Dan Meewis", with a long horizontal flourish extending to the right.

Dan Meewis, Interim City Manager

City of Seaside PROCLAMATION



Black History Month February 2025

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, a commemorative flag observing Black History Month will be flown at City Hall and Oldemeyer Center from sunrise on February 1 to sunset on February 28, 2025;

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim February 2025 as Black History Month in the City of Seaside and recognize the positive impact residents including those not listed, have made in our community and who strive to make Seaside a more diverse, equitable, and inclusive, supportive community for all, known for its historic legacy of racial diversity and on-going contributions to the regions overall quality of life.

*Ian N. Oglesby, Mayor
February 2025*



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Dominique Davis, City Clerk

DATE: February 20, 2025

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING FEBRUARY AS
AMERICAN HEART MONTH**

RECOMMENDATION

Approve a proclamation recognizing February as American Heart Month in the City of Seaside.

BACKGROUND

Cardiovascular disease is the leading cause of death in the United States, claiming the lives of over 800,000 Americans each year. American Heart Month, observed each February, serves as a critical reminder of the importance of heart health and the need for increased awareness, education, and prevention efforts. The American Heart Association and other health organizations use this month to advocate for heart disease prevention through healthy lifestyle choices, regular medical check-ups, and increased public knowledge of cardiovascular risk factors.

By recognizing American Heart Month, the City of Seaside aims to promote heart health awareness among residents, businesses, and community organizations. This proclamation aligns with the City's commitment to fostering a healthy and informed community. Activities and awareness campaigns associated with American Heart Month encourage individuals to take proactive steps in maintaining their heart health through diet, exercise, and regular medical screenings. The recognition also underscores the City's support for public health initiatives and partnerships with organizations such as the American Heart Association.

FISCAL IMPACT

None.

ATTACHMENTS

1. American Heart Month Proclamation
-

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

City of Seaside PROCLAMATION



American Heart Month February 2025

WHEREAS, cardiovascular disease remains the leading cause of death in the United States, affecting millions of Americans each year; and

WHEREAS, American Heart Month is observed each February to raise awareness of heart disease and stroke, and to promote healthy lifestyle choices that can prevent heart-related illnesses; and

WHEREAS, the City of Seaside recognizes the importance of educating the public on heart disease risk factors, symptoms, and prevention strategies, including regular exercise, healthy eating, and routine medical screenings; and

WHEREAS, the American Heart Association, healthcare professionals, and community organizations work tirelessly to provide resources and advocacy efforts that contribute to heart health awareness and improved cardiovascular care; and

WHEREAS, individuals, businesses, schools, and organizations in the City of Seaside are encouraged to participate in activities that promote heart health and contribute to the reduction of heart disease in our community; and

NOW, THEREFORE, BE IT RESOLVED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim February as AMERICAN HEART MONTH in the City of Seaside and encourage all residents to take steps to protect their heart health and support ongoing efforts to fight cardiovascular disease.

Ian N. Oglesby, Mayor
February 2025



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Dominique Davis, City Clerk

DATE: February 20, 2025

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING THE
COMMENCEMENT OF RAMADAN FROM FEBRUARY 28 TO
MARCH 29, 2025**

RECOMMENDATION

Approve a proclamation recognizing the Muslim holy month of fasting and spiritual renewal from sundown on February 28 to sunup March 29, 2025 in the City of Seaside.

BACKGROUND

The City of Seaside has a diverse, involved and active Muslim community with many cultural backgrounds.

Ramadan is a sacred month of fasting, praying, and reflecting, and is one of the Five Pillars of Islam, dating back to the seventeenth century.

Ramadan is a time to reflect spiritually, build communally, and aid those in need, and marks an annual spiritual renewal for each individual, a reason to celebrate and express gratitude this month.

FISCAL IMPACT

None.

ATTACHMENTS

1. Ramadan Proclamation 2025
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, appearing to read "Dan Meewis", with a long horizontal flourish extending to the right.

Dan Meewis, Interim City Manager

City of Seaside PROCLAMATION



RAMADAN Commemorative Observance

WHEREAS, *The City of Seaside has a diverse, involved, and active Muslim community with many cultural backgrounds; and*

WHEREAS, *Muslims have a long history in the United States, spanning back to the transatlantic slave trade, in which 10 to 15 percent of the enslaved African people were said to be Muslim; and*

WHEREAS, *Muslims have been key and essential staff, from the medical field to the service industry, in helping Seaside move through the COVID-19 pandemic and have been key contributors to the social movement in order to work toward justice and fair inclusion for all; and*

WHEREAS, *Muslim residents of Seaside, with their hard work and contributions to medicine, science, information technology, education, police, military, and many other fields, have benefitted from and enriched the City's open, tolerant, and economically vibrant environment; and*

WHEREAS, *Ramadan is from sundown February 28, 2025, lasting 30 days and ending at sundown on March 29, 2025; and*

WHEREAS, *Ramadan is a time to reflect spiritually, build communally, and aid those in need and marks an annual spiritual renewal for each individual, a reason to celebrate and express gratitude in this month; and*

WHEREAS, *Ramadan is a sacred month of fasting, praying, and reflecting, and is one of the Five Pillars of Islam, dating back to the seventeenth century; and*

WHEREAS, *Our Seaside Muslim community is experiencing a month of spiritual purification; and*

WHEREAS, *Ramadan draws to a close with Eid al-Fitr (Festival of Breaking the Fast), a three-day celebration commemorating a month and spiritual growth.*

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim "The Holy Month of Ramadan" from sundown of February 28th thru the sundown of March 29, 2025 in the City of Seaside.

Ian N. Oglesby, Mayor
February 2025



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Dominique Davis, City Clerk

DATE: February 20, 2025

SUBJECT: APPROVE A PROCLAMATION RECOGNIZING MARCH AS IRISH-AMERICAN HERITAGE MONTH

RECOMMENDATION

Approve a proclamation recognizing March as Irish-American heritage month in the City of Seaside.

BACKGROUND

In 1991, President George H.W. Bush issued the first proclamation designating March as Irish-American Heritage Month. Congress followed with action in 1992, by passing Public Law 102-253, which designated March of that year as Irish-American Heritage Month. Since 1997, presidents have issued annual proclamations for the observance and celebration of Irish-American Month. Originally a religious holiday to honor St. Patrick, has evolved into a celebration of all things Irish.

On July 1, 2021, the City Council adopted resolution 21-60, establishing a commemorative observances and flag policy, which included the observance of Irish-American Heritage Month in the City of Seaside.

FISCAL IMPACT

None.

ATTACHMENTS

1. Irish-American Heritage Month Proclamation
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, appearing to read "Dan Meewis", with a long horizontal flourish extending to the right.

Dan Meewis, Interim City Manager

City of Seaside PROCLAMATION



Irish-American Heritage Month 2025

Commemorative Observance

WHEREAS, Irish-American Heritage Month is celebrated by proclamation of the President and Congress in the United States to honor the achievements and contributions of Irish immigrants and their descendants living in the United States; and

WHEREAS, Irish-American Heritage Month was first celebrated in 1991; and

WHEREAS, Irish-American descendants have greatly influenced all aspects of life, including education, the arts, public safety, firefighting, the military, science, agriculture, business, industry, athletics, and public service, including the presidency; and

WHEREAS, the month of March provides many excellent opportunities to acknowledge the outstanding achievements of our thriving Irish-American community; and

WHEREAS, The City of Seaside will observe Irish-American Heritage Month by flying a commemorative flag from March 1st and March 31st at City Hall; and

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim March 2025 as Irish-American Heritage Month.

Ian N. Oglesby, Mayor
February 2025



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Dominique Davis, City Clerk

DATE: February 20, 2025

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING MARCH AS
WOMEN'S HISTORY MONTH**

RECOMMENDATION

Approve a proclamation recognizing March as Women's History Month.

BACKGROUND

Women's History Month is observed in March to commemorate, encourage the study, observance and celebration of the vital role of women in American history. Women's History Month had its origins as a national celebration in 1981 when Congress passed Pub. L. 97-28, which authorized and requested the President to proclaim the week beginning March 7, 1982, as "Women's History Week". Over the following five years, Congress continued to pass joint resolutions designating a week in March as "Women's History Week". In 1987, the National Women's History Project petitioned to admonish Congress to pass Pub L. 100-9, to designate the month of March 1987 as Women's History Month.

On July 1, 2021, the City Council adopted resolution 21-60, establishing commemorative observances and flag policy, which included the observance of Women's History Month in March for the City of Seaside.

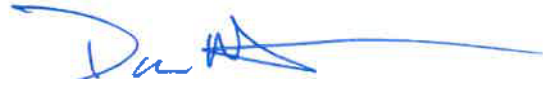
FISCAL IMPACT

None.

ATTACHMENTS

1. Women's History Month Proclamation

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

City of Seaside PROCLAMATION



Women's History Month March 2025

WHEREAS, *Seaside women of every race, class and ethnic background have made historic contributions to the growth and strength of our City, County, and State in countless recorded and unrecorded way; and*

WHEREAS, *Seaside women have played and continue to play critical political, economic, cultural, religious, and social roles in every sphere of the life of the City by their work and volunteer service, including serving as Seaside elected official including Mayor pro tem Helen Rucker, Councilwomen Pearl Carey, Nancy Amos, Ira Lively, Kayla Jones and Alissa Kispersky; and*

WHEREAS, *many Seaside women have served our community as educators, working in the schools, colleges, and universities of our community; and*

WHEREAS, *Seaside women were particularly important in the establishment of charitable, philanthropic, religious, cultural, health, and social support organizations; and*

WHEREAS, *Seaside women of every race, class, and ethnic background contributed and served as leaders in bringing about social change and improvement within and without the City, often in volunteer service; and*

WHEREAS, *many Seaside women have served our country courageously in the military in direct service and/or as wives of military officers and personnel; and*

WHEREAS, *Seaside women have been leaders, not only in securing their own rights to equal opportunity, but also in the civil rights and peace movements, which create a more fair and just society for all.*

NOW, THEREFORE BE IT RESOLVED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby recognize the women and all members of the community who work and serve to make Seaside an inclusive and supportive community for all, known for its historic legacy and on-going contributions to our overall quality of life and hereby do proclaim the month of March 2025 in the City of Seaside as **Women's History Month**.*

Ian N. Oglesby, Mayor
February 2025



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Dan Meewis, Assistant City Manager
Kee Hyon Higgins, Recreation Supervisor

DATE: February 20, 2025

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
OF \$3,000.00 FROM THE WAHINE PROJECT TO ASSIST WITH
THE COST ASSOCIATED WITH THEIR SKATEBOARDING
FESTIVAL EVENT ON MARCH 2, 2025, AT CUTINO PARK**

RECOMMENDATION

Approve the request.

BACKGROUND

The Wahine Project is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to assist with the cost associated with their Skateboarding Festival Event. The funds will assist with the costs towards purchasing food, t-shirts for participants, goodie bags for participants, and photographers. Their Skate Festival is a free event for Seaside youth that aims to bring together the local skateboarding community, promoting a culture of inclusivity, creativity and self-expression. Their mission is to provide a platform for skaters of all levels, to showcase their talents, learn from each other and have fun. In addition, this event will provide community outreach education through tabling by local nonprofits on mental and physical health and environmental sustainability. There will be a helmet check for the youth and a skateboard lesson session for youth who are new to the sport. Youth living with disabilities are invited to participate because this is a fully accessible event. This will be a green event with educational tabling on green sustainability from Green Waste. There will be trash, recycle and compost bins. It will also be a plastic free event.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. They received their last donation at the

October 19, 2023, City Council meeting. They submitted their 2023 Mayor's Youth Fund Closing Report within the 60-day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance is the Mayor's Youth Fund account (601-2106) is \$28,364.61. If the City Council approves this request, the balance will decrease to \$25,364.61. This is for fiscal year 2024/25.

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

ATTACHMENTS

1. MYF The Wahine Project 2025
 2. The Wahine Project 501 (c) (e)
 3. Mayor's Youth Fund Closing Report - The Wahine Project 2023
-

Reviewed for Submission to the City Council by:



Dan Meewis, 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: 1/22/2025 1:41 PM
Subject: 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: 1/22/2025 1:41 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	The Wahine Project
Name	Dionne Ybarra
Email Address	dionne@thewahineprojectorg
Address	P O Box 51204
City	Pacific Grove
State	CA

Zip Code	93950
Phone Number	<u>831-236-4642</u>
Additional Phone Number	<i>Field not completed.</i>
Percentage of Residents or Students of Seaside	100
Number of Participants	75
Ages of Participants	6 and up
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:	March 2, 2025. The Skate Fest is a free event for Seaside youth at the Seaside Skatepark that aims to bring together the local skateboarding community promoting a culture of inclusivity, creativity and self expression. Our mission is to provide a platform for skaters of all levels, to showcase their talents, learn from each other and have fun. In addition this event will provide community outreach education through tabling by local non profits on mental and physical health and environmental sustainability. There will be a helmet check for youth. 150 skate helmets will be given away. There is a skateboard lesson session for youth who are new to the sport. Youth living with disabilities are invited to participate because this is a fully accessible event. Funding will support food, tshirts for participants, goodie bags for participants, stipend for American Sign Language interpreter, photographer, graphic design, screenprinting, advertising. Travel stipends for 2 guest professional skateboarders that represent Latino Diversity in the industry who will be guest speakers. This event is co-sponsored City of Seaside Recreation Department.
Attach Additional Information as Necessary	<u>Monterey Bay Skate Fest-04.jpeg</u>
Description of how the funds will be specifically used for youth groups	This will be a green event with educational tabling on green sustainability from Green Waste. There will be trash, recycle and compost bins. It will also be a single use plastic free event

activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:

with. Funds will in part be used to purchase compostable products for eating and drinking.

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

We will obtain business sponsors at tier donation levels. We also have in kind and product donations and will have a volunteer staff.

Total Amount Requested:

Request Amount: \$3,000

Budget:

Helmets: \$5,000

Tshirts: \$1,000

Compostable products: \$500

Food and drinks: \$1,000

Goodie Bags: \$1000

Travel Stipends: \$2000

ASL Stipend: \$500

Photographer: \$500

Advertising: \$500

Graphic Design: \$12,300

Total \$12,300

Electronic Signature Agreement

I agree.

Electronic Signature

Dionne Ybarra

Date

1/22/2025

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

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

DEPARTMENT OF THE TREASURY

Date:

AUG 17 2011

THE WAHINE PROJECT INC
514 12TH ST
PACIFIC GROVE, CA 93950

Employer Identification Number:

45-1154140

DLN:

601211073

Contact Person:

NANCY L HEAGNEY

ID# 31306

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

509(a)(2)

Form 990 Required:

Yes

Effective Date of Exemption:

February 24, 2011

Contribution Deductibility:

Yes

Addendum Applies:

No

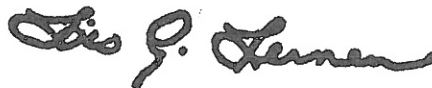
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner

Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: 10/19/2023

Name of Organization: The Wahine Project

Contact: Dionne Ybarra

Address: 333 Junipero Ave Pacific Grove CA 93950

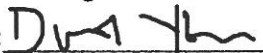
Email/Phone: dionne@thewahineproject.org

Amount of Donation Received: \$3000

What Items were purchased with Mayor's Youth Fund Donation:

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.

Beach camps in November and December (11/4, 11/11, 11/18, 12/2, 12/9, 12/16/2023. Were we discussed ocean safety, conducted beach cleans, and went over the importance of recycling and reusing and ways to eliminate single use plastics. We discussed how long it takes for items to break down on earth and encourage kids to encourage their families to buy in bulk and shop at refill stores.

Signature: 

Date: 12/19/23

***This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.**







CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Dan Meewis, Assistant City Manager
Kee Hyon Higgins, Recreation Supervisor

DATE: February 20, 2025

**SUBJECT: APPROVE FEE WAIVER FROM CALIFORNIA STATE UNIVERSITY
MONTEREY BAY'S DEPARTMENT OF SOCIAL WORK FOR THE
USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR
MASTER OF SOCIAL WORK (MSW) GRADUATE STUDENT
SCHOLARSHIP TRAINING ON APRIL 25, 2025 IN THE AMOUNT
OF \$262.63**

RECOMMENDATION

Approve a fee waiver request from California State University Monterey Bay.

BACKGROUND

California State University Monterey Bay (CSUMB) Department of Social Work is requesting a fee waiver to help cover the costs associated with their MSW graduate student scholarship training on Friday, April 25, 2025, from 4:30 p.m. to 7:00 p.m. in the Laguna Grande Hall at the Oldemeyer Center. The featured speaker for their scholarship training will be Dr. David Becerra, Professor and Divisional Dean of the School of Social Work at Boise State University.

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

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall & Kitchen Fee	21/2 Hours @ \$56.25	\$262.63
per hour		
<u>Non-Refundable Portion Deposit</u>		<u>\$ 98.25</u>
TOTAL		\$360.88

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the insurance and the non-refundable deposit only, the fiscal impact is \$262.63 out of account 100.3672.

ATTACHMENTS

1. CSUMB - Department of Social Work Fee Waiver & Rental Form - Scholarship Training 2025

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: CA State University Monterey Bay
Name of Applicant: Maria Gurrola / Vanessa Gonzales
Address: 100 Campus Center – 82B City: Seaside State: CA
Phone: 831-582-5322 **Email:** vhgonzales@csumb.edu

EVENT INFORMATION:

Event Title: MSW graduate student scholarship training
Event Description: Interpersonal training for MSW graduate student scholarship recipients
Event Date: April 25, 2025 **Room(s) Requested:** Laguna Grande Hall **Time (including set-up):** 4:30 pm – 7 pm **Approximate Number of Guests:** 150

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Continuous budget cuts making it difficult to pay rental fees. **Have you received a Fee Waiver in the past?** Yes, the event was on April 2023

What is your organization's tax identification number? unknown

What percentage of your members or participants resides in Seaside? All students so roughly 8,000 +/-

Is your organization based in Seaside? X Yes ☐ No

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

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

Applicant Signature:

Maria A. Gurrola

Date: 1/14/2025

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



SEASIDE
CALIFORNIA

Fee Waiver Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.

OR

 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

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

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

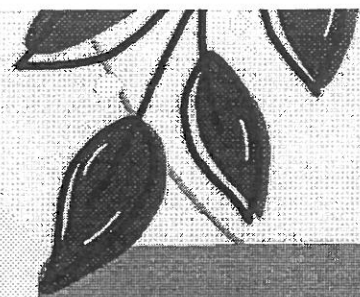


SCHOLARSHIP TRAINING

Date: Friday, April 25, 2025

Time: 5:30 pm

Location: Oldemeyer Center
986 Hilby Avenue in Seaside



Featured speaker:

Dr. David Becerra, Professor
and Divisional Dean of the
School of Social Work at
Boise State University.



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

CONTACT INFORMATION

ROOM: Laguna Grande Hall

Organization: CA State University Monterey Bay - Dept. of Social Work

Name of Applicant: Maria Gurrola / Vanessa Gonzales

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

Phone: 831-582-5322 Email: vhgonzales@csumb.edu

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

☒ Resident ☐ Non-Resident

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

Event Title: MSW graduate student scholarship training

**Please attach invitation or flyer if available.*

Event Date: April 25, 2025 at 5:30 pm 6:30 pm Approximate Number of Guests: 150

Reservation Time (including set-up): 4:30pm - 5:30 pm Event Time: 5:30 pm - 6:30 pm

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

Special Instructions: Classroom style seating with an aisle in the middle

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

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

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

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

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

Applicant Signature: Maria A. Gurrola

Date: _____

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Parks & Recreation Department

Updated 10/24

Page 1 of 4



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

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

	Resident	Non-Res
Hourly Rate	\$56.25	\$166.00
Deposit	\$655.00	\$882.00
(Refundable)	(\$556.75)	(\$749.70)
Alcohol Deposit	\$638.00	\$860.00
(Refundable)	(\$414.70)	(\$559.00)

Liability Insurance: \$87 - \$222 (2024)

Alcohol Premium: \$65.00 (2024)

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

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

☐ BLACKHORSE MEETING ROOM

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

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

☐ DANCE STUDIO

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

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

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

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

☐ SEASIDE MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
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☐ SEASIDE COMMUNITY CENTER (SOPER)

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

	Resident	Non-Res
Hourly Rate	\$59.25	\$89.00
Deposit	\$348.00	\$470.00
(Refundable)	(\$295.80)	(\$399.50)
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Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

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

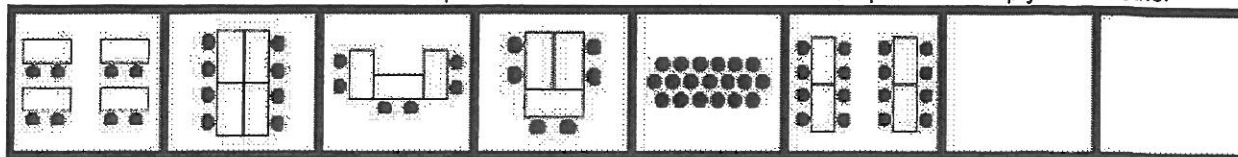
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Security Guards: If required, security guards must be present for entire duration of event. Failure to comply or late security guards may result in deposit forfeited or event shut down completely.

SEATING CONFIGURATION

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

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





POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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FEE WAIVERS FOR MEETING ROOMS

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3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith based organizations may apply for fee waivers due to the separation of church and state.

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

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

IMPORTANT THINGS TO NOTE

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

Food Sales and Prohibited Goods & Materials:

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

Initials: _____



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Dan Meewis, Assistant City Manager
Kee Hyon Higgins, Recreation Supervisor

DATE: February 20, 2025

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS
ORGANIZATION TO USE LAGUNA GRANDE HALL AND KITCHEN
TO HOLD THEIR PLAY PRODUCTION "PARADISE BLUE" ON
MARCH 15, 2025 IN THE AMOUNT OF \$787.50**

RECOMMENDATION

Approve the fee waiver request from Palenke Arts.

BACKGROUND

Palenke Arts is a non-profit organization, and they are requesting a fee waiver to help cover the cost associated with their play production "Paradise Blue" that is produced by UCSC. Their rehearsal is on Thursday, March 13, 2025, from 3:00 p.m. to 10:00 p.m. and their play production is on Saturday, March 15, 2025 from 3:00 p.m. to 10:00 p.m. in the Laguna Grande Hall and kitchen at the Oldemeyer Center. This is a free play production for the community.

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

FISCAL IMPACT

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

Laguna Grande Hall & Kitchen Fee 7 Hours @ \$56.25 per hour (03/13/2025) \$393.75

Laguna Grande Hall & Kitchen Fee	7 Hours @ \$56.25 per hour (03/15/2025)	\$393.75
<u>Non-Refundable Portion Deposit</u>		<u>\$ 98.25</u>
TOTAL		\$885.75

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the insurance and the non-refundable deposit only, the fiscal impact is \$787.50 out of account 100.3672.

ATTACHMENTS

1. Palenke Arts Fee Waiver Request Play Production - Paradise Blue 2025
 2. 501(c)(3) - Palenke Arts
-

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

Please read policy on back first.



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Palenke Arts
Name of Applicant: Valentina Velasquez / Juan Sanchez
Address: 1713 Broadway Ave City: Seaside State: CA
Phone: 831-899-9909 Email: info@palenkearts.org

EVENT INFORMATION:

Event Title: Paradise Blue
Event Description: Rehearsal / Play produced by UCSC African American Theater Arts Troupe
Event Date: March 13th 15th Room(s) Requested: Laguna Grande Hall
Time (including set-up): 3 pm - 10 pm Approximate Number of Guests: 100

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Non-profit providing free play production for community. Partnership with UCSC / African American Theater Arts Troupe
Have you received a Fee Waiver in the past? ☒ Yes, the event was on Día de Muertos ☐ No
What is your organization's tax identification number? 82-1786480
What percentage of your members or participants resides in Seaside? 90%
Is your organization based in Seaside? ☒ Yes ☐ No
Is your organization able to provide liability insurance? ☒ Yes ☐ No
Will alcohol be served or sold at your event? ☐ Yes ☒ No

Applicant Signature: Val Velasquez

Date: 2/11/25

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



SEASIDE CALIFORNIA

Fee Waiver Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
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SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

CONTACT INFORMATION

ROOM: Laguna Grande Hall

Organization: Palenke Arts

Name of Applicant: Juan Sanchez / Valentina Velasquez

Address: 1713 Broadway Ave City: Seaside Zip: 93955

Phone: 831-899-9909 Email: info@palenkearts.org

Day of Event Contact Name and Phone: Juan Sanchez 831-333-6612

☒ Resident ☐ Non-Resident

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

Event Title: Paradise Blue ^{Rehearsal} ~~Event~~ [Play produced by UCSC]

*Please attach invitation or flyer if available.

Event Date: March 13th and 14th Approximate Number of Guests: 100

Reservation Time (including set-up): 3pm - 10pm Event Time: 3pm - 10pm

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

Special Instructions: Need access to sound booth

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

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

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

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3. Proof of liability insurance
4. Copy of ABC license (if applicable)

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

Applicant Signature: [Signature]

Date: 2/11/25

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Parks & Recreation Department
Updated 10/24

Page 1 of 4



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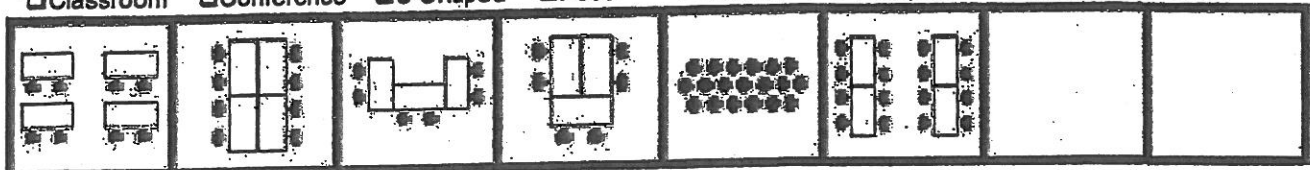
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☐ Classroom ☐ Conference ☐ U-Shaped ☐ Pods

☐ Theater ☐ Banquet ☐ Empty ☐ Other





RULES, REGULATIONS & CONDITIONS OF USE

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



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

IMPORTANT THINGS TO NOTE

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

Food Sales and Prohibited Goods & Materials:

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

Initials: _____

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

DEPARTMENT OF THE TREASURY

Date: **JAN 30 2020**

PALENKE ARTS
C/O FENTON & KELLER
CAROL S HILBURN
PO BOX 791
MONTEREY, CA 93942-0791

Employer Identification Number:
82-1786480
DLN:
29053239317029
Contact Person:
DENNIS C GRUESSER ID# 31992
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
December 24, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

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.

Letter 947

PALENKE ARTS

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in dark ink, appearing to read "Stephen A. Martin". The signature is written in a cursive, slightly slanted style.

Director, Exempt Organizations
Rulings and Agreements

Letter 947



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Dominique Davis, City Clerk

DATE: February 20, 2025

**SUBJECT: APPROVE THE MAYOR'S ATTENDANCE AT THE NATIONAL
LEAGUE OF CITIES CONFERENCE AND LEGISLATIVE MEETINGS
IN WASHINGTON, D.C., MARCH 8-13, 2025**

RECOMMENDATION

Authorize out of state travel to Washington DC the week of March 8-13.

BACKGROUND

The National League of Cities Conference, taking place March 10-12, provides a valuable opportunity for cities to network, receive updated training, and engage in advocacy efforts on Capitol Hill. Additionally, being in Washington, D.C., allows for meetings with the City's senators and key military officials to discuss ongoing economic development conveyance initiatives and explore potential funding for community projects. The City's lobbyist, JEA & Associates, has arranged meetings that will take place before the conference and on its final day. The Mayor will be accompanied by the City Attorney, whose expertise in military affairs and legislative matters will provide valuable insight during these discussions. The travel period for this trip will be from March 8 to March 13.

This conference brings together more than 2,000 elected and appointed city leaders to focus on the federal policy issues that are important to local governments. NLC is a bipartisan organization dedicated to helping city leaders build better communities. Throughout the year, NLC advocates for cities and towns in Washington, D.C. through full-time lobbying and grassroots campaigns. The Congressional City Conference is a unique opportunity for city leaders to join NLC's efforts and advocate on behalf of NLC's federal action priorities, benefitting City of Seaside and cities everywhere.

The conference will include sessions and learning opportunities where tangible takeaways to bring back to the City on a variety of topics important to the community, such as infrastructure, public safety, community resilience, and federal regulations.

FISCAL IMPACT

The estimated cost for is \$3,429.40 for airfare roundtrip (\$700), hotel (\$1849.40) and registration (\$880) at the NLC Conference.

ATTACHMENTS

1. 2025 Congressional City Conference Tentative Schedule of Events
-

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

National League of Cities
2025 Congressional City Conference
*Tentative Schedule of Events – **as of February 7, 2025***
Subject to change
Reference ccc.nlc.org for the most up-to-date schedule

SATURDAY, MARCH 8

8:00 AM	5:00 PM	Registration & Ask NLC Open
9:00 AM	5:45 PM	NLC University Sessions
12:00 PM	1:30 PM	Board Executive Committee Meeting
12:30 PM	1:45 PM	Youth Delegate Welcome and Lunch
2:00 PM	3:30 PM	Youth Delegate Workshop
2:00 PM	3:30 PM	State League Steering Committee Meeting
3:00 PM	4:30 PM	Board Committee Meetings
7:00 PM	9:30 PM	NLC Board of Directors Reception

SUNDAY, MARCH 9

7:30 AM	6:00 PM	Registration & Ask NLC Open
8:00 AM	11:30 AM	NLC Board of Directors Meeting
9:00 AM	10:30 AM	Youth Workshop
10:45 AM	1:15 PM	Youth Workshop & Lunch
11:30 AM	12:45 PM	NLC Board & Advisory Council Luncheon
11:30 AM	12:45 PM	First Time Attendee Lunch (Ticket Required)
1:00 PM	3:30 PM	Federal Advocacy Committee Meetings
1:30 PM	4:00 PM	Youth Workshop
3:45 PM	5:00 PM	Advisory Council Meeting
3:45 PM	5:00 PM	Member Council Meetings (Large Cities, Small Cities)
5:00 PM	7:00 PM	State League Executive Directors and Staff Reception
5:15 PM	6:15 PM	Get Engaged! NLC Membership Networking Reception and Expo
6:00 PM	7:30 PM	Youth Delegate Reception
6:15 PM	7:30 PM	Constituency Group Membership Meetings (HELO & APAMO)
6:30 PM		Evening Events and Constituency Group events • 7:45 PM – 9:00 PM LGBTQ+LO Dinner (Ticket Required) • 7:45 PM – 9:00 PM HELO Dinner (Ticket Required) • 7:45 PM – 9:00 PM APAMO Dinner (Ticket Required) • 8:00 PM – 10:00 PM NBC-LEO Networking Reception (Ticket Required)

MONDAY, MARCH 10

7:00 AM	5:30 PM	Registration & Ask NLC Open
8:30 AM	10:00 AM	Opening General Session
10:00 AM	10:30 AM	Break
10:00 AM	10:30 AM	Press Conference
10:00 AM	11:00 AM	Local Indigenous Leaders (LIL) Meeting
10:30 AM	12:30 PM	Deep Dive Workshop Sessions
11:30 AM	1:00 PM	Youth Workshop & Closing Lunch Session
12:30 AM	1:45 PM	State League Executive Directors and Staff Luncheon
12:30 PM	1:45 PM	Member Council Meetings (Military Communities Council & University Communities Council, Youth Education and Families Council, First Tier Suburbs)
12:30 PM	1:45 PM	Networking Box Lunch
12:30 PM	1:45 PM	WIMG Luncheon (Ticket Required)
12:30 PM	1:45 PM	Strategic Partner Luncheon (Invite only)
12:30 PM	2:00 PM	Federal Agency Office Hours

1:45 PM	2:00 PM	Break
2:00 PM	3:30 PM	General Session
3:30 PM	4:00 PM	Break
4:00 PM	5:30 PM	Deep Dive Workshop Sessions
6:00 PM	7:00 PM	Membership Meeting (NBC-LEO, LGBTQ+LO)
6:00 PM		Evening Events, League Receptions, and Constituency Group events
		• 8:00 PM - 11:30 PM NBC-LEO Night Out (Ticket Required) • 8:00 PM - 10:00 PM Young Municipal Leaders Reception

TUESDAY, MARCH 11

7:30 AM	3:00 PM	Registration & Ask NLC Open
7:45 AM	8:45 AM	Celebrate Diversity Breakfast (Ticket Required)
8:00 AM	9:00 AM	State League State Advocacy Breakfast
9:00 AM	11:00 AM	Deep Dive Workshop Sessions
11:00 AM	11:30 AM	Break
11:00 AM	12:30 PM	Race, Equity and Leadership Council Meeting
11:30 AM	12:30 PM	Deep Dive Workshop Sessions
12:45 PM	2:15 PM	Luncheon and General Session
2:15 PM	3:30 PM	State League Deputy Directors Only Session
2:15 PM	3:30 PM	State League Executive Directors Only Session
2:15 PM	3:30 PM	Federal Agency Office Hours
3:30 PM	4:30 PM	Hill Day Training Session for Participants
4:15 PM	5:30 PM	WIMG Board Meeting
4:30 PM	6:30 PM	REAL Networking Happy Hour
8:00 PM	10:00 PM	NLC Evening Dessert Reception

WEDNESDAY, MARCH 12

8:00 AM	Grab and Go Breakfast
9:00 AM	NLC Hill Day– All Day



CITY OF SEASIDE STAFF REPORT

Item No.: 8.M.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Sheri Damon, City Attorney

DATE: February 20, 2025

**SUBJECT: ADOPT A RESOLUTION APPROVING DRAFT DEEDS FOR
TRANSFERS OF FORMER FORT ORD PROPERTY TO MARINA
COAST WATER DISTRICT IN ACCORDANCE WITH THE 2010
LAND TRANSFER AND WATER SERVICE AGREEMENT**

RECOMMENDATION

Approve the draft Deeds transferring property to Marina Coast Water District and Authorize City Manager to make such transfers

BACKGROUND

The City of Seaside executed a Land Transfer Agreement ("Agreement") with the MCWD at their April 1, 2010 meeting. The Land Transfer Agreement includes the transfer of 21.15 acres of land for up to 500 Acre-Feet of potable water per year for a total of 2500 Acre-Feet as well as provisions requiring MCWD to serve Regional Urban Water Augmentation Project (RUWAP) water to the golf course.

On August 5, 2010, the City executed the first phase of the Land Transfer Agreement by conveying a 2.33 acre site known as the D/E Tank Site (APN 031-151-47) and the associated pipeline easements and temporary construction easements.

On January 6, 2011, the City executed the second phase of the Agreement by conveying an approximately 4.88 acre site known as a Portion of Parcel E20c.2.1.

The third phase of the Agreement identifies conveying two parcels, known as Parcel 1 (Portion of Parcel E18c.1.1 which is approximately 5.53 acres) and Parcel 2 (Portion of Parcel E20c.2 which is approximately 1.98 acres). These parcels are owned by Seaside and are available for transfer, however, technical details remain to be finalized

regarding the application and existing use by MCWD as well as legal descriptions and details regarding provision of recycled water to the golf course.

The final phase will be the transfer of the fifth and final parcel, known as Parcel 3 (Portion of Parcel E20c.1 which is approximately 6.43 acres). However, the Army has not yet transferred any portion of Parcel E20c.1 to Seaside. Once the Army completes the transfer, which is estimated to be complete in 2025, Seaside will initiate the process to transfer a portion of this to MCWD in accordance with the Land Transfer Agreement.

It is recommended to adopt the attached resolution authorizing the City Manager to execute all documents related to the proposed real property conveyance for the remaining three parcels identified in the Land Transfer Agreement with the MCWD as soon as practicable.

FISCAL IMPACT

There is no fiscal impact associated with the proposed real property conveyance.

ATTACHMENTS

1. Resolution
2. Draft Seaside MCWD Out-deed (Parcels E18.1.1 and E20c.2)
3. Exhibit B Out-Deed - Seaside - FORA
4. Exhibit C
5. Exhibit D Safety Alert
6. Exhibit E EPP
7. Seaside Land Transfer Agreement

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS AND TASKS RELATED TO THE EXECUTION OF THE LAND TRANSFER AGREEMENT WITH THE MARINA COAST WATER DISTRICT

WHEREAS, the City has entered in to a Land Transfer Agreement with Marina Coast Water District;

WHEREAS, the Land Transfer Agreement includes the transfer of 21.15 acres of land for up to 500 Acre-Feet of potable water per year for a total of 2500 Acre-Feet; and

WHEREAS, the MCWD has provided 2500 acre-feet of potable water to the City, however, staff is working through resolving questions regarding the use of the property, as well as costs associated with the capacity fees assessed to provide Regional Urban Water Augmentation Project (RUWAP) water to the golf course; and

WHEREAS, in accordance with the first phase of the Land Transfer Agreement, on August 5, 2010, the City of Seaside conveyed an approximately 2.33 acre site known as the D/E Tank Site (APN 031-151-47) and the associated pipeline easements and temporary construction easements; and

WHEREAS, in accordance with the second phase of the Land Transfer Agreement, on January 6, 2011, the City of Seaside conveyed an approximately 4.88 acre site Known as Parcel 4 (a portion of Parcel E20C.2.1, APN 031-152-045) to the Marina Coast Water District.

NOW, THEREFORE, BE IT RESOLVED That the City of Seaside hereby authorizes the City Manager to execute all documents and tasks related to the execution of the Land Transfer Agreement with the Marina Coast Water District. This includes the conveyance of the remaining three parcels Parcel 1 (Portion of Parcel E18c.1.1), Parcel 2 (Portion of Parcel E20c.2), and Parcel 3 (Portion of Parcel E20c.1), from the City to the MCWD, in substantially the form as attached as Exhibit A, as finally approved by the City Attorney.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of February, 2025 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF SEASIDE
OFFICIAL BUSINESS
REQUEST DOCUMENT TO BE RECORDED
AND EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE 27383**

**Recording requested by and
when recorded mail to:**

CITY OF SEASIDE
440 HARCOURT
SEASIDE, CA 93955
ATTN: SHERI DAMON.

(Space Above This Line Reserved for Recorder's Use)

Documentary Transfer Tax **\$0-government agency, exempt from DTT**

____ Computed on full value of property conveyed

____ Computed on full value less liens and encumbrances
remaining at time of sale

**QUITCLAIM DEED
FOR PROPOERTY FORMER FORT ORD
PORTION OF PARCELS E18.1.1 AND PORTION OF PARCEL E20c.2
FORMER FORT ORD
CITY OF SEASIDE, CALIFORNIA
COUNTY OF MONTEREY, CALIFORNIA
(City of Seaside to Marina Coast Water District)**

THIS QUITCLAIM DEED ("Deed") is made as of the ____ day of _____, 2025, among the **CITY OF SEASIDE** (the "Grantor"), and the **MARINA COAST WATER DISTRICT**, (the "Grantee"), a County Water District and political subdivision of the State of California, organized under Division 12, sections 30000 and following, of the California Water Code, in accordance with a no-cost economic development conveyance from the **UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE ARMY** ("United States").and the **FORT ORD REUSE AUTHORITY** ("FORA") to Grantor, under and pursuant to the power and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (Public Law No. 101-510). The legal descriptions for the Portion of Parcel E18.1.1. and Portion of Parcel E20c.2 are at **Exhibit A**

WHEREAS, the United States of America (the "Government") was the owner of certain real property, improvements and other rights appurtenant thereto together with all personal property thereon, located on the former Fort Ord, Monterey County, California, which was utilized as a military installation;

WHEREAS, the military installation at Fort Ord was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public Law 101-510; 10 U.S.C. § 2687 note);

WHEREAS, the **FORA** and the Government entered into the *Memorandum of Agreement Between the United States of America Acting By and Through the Secretary of the Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of Portions of the former Fort Ord, California*, dated the 20th day of June 2000, as amended (“MOA”), which sets forth the specific terms and conditions of the sale of portions of the former Fort Ord located in Monterey County, California, recorded on June 23, 2008 by the Office of the Monterey County Recorder as Document 2000040124;

WHEREAS, pursuant to the MOA, the Government conveyed to the **FORA** approximately 598.403 acres of property designated as Parcels E18.1.1, E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24, and E34 (the “Property”), by deed recorded on May 8, 2009 by the Office of the Monterey County Recorder as Document 2009028282 (the “Government Deed”), as amended by the first deed amendment recorded on May 11, 2010 by the Office of the Monterey County Recorder (the “Deed Amendment No. 1”);

WHEREAS, the provision of the covenant otherwise required to be included in the Government Deed and the Deed Amendment No.1 pursuant to 42 U.S.C. § 9620(h)(3)(A)(ii)(I) was deferred pursuant to 42 U.S.C. § 9620(h)(3)(C)(i);

WHEREAS, the Government has determined that all response action necessary to protect human health and the environment has been taken with respect to any hazardous substance remaining on the Property as of the date of its conveyance in the Government Deed and Deed Amendment No.1;

WHEREAS, the Government has determined that certain land use restrictions on the Property established in the Environmental Protection Provisions (EPP) to the Government Deed (**Exhibit E**) may be extinguished or modified consistent with the protection of human health and the environment, and the Government has extinguished or modified certain land use controls and issued the warranty pursuant to section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii); “CERCLA”), by that *Quitclaim Deed To Extinguish Certain Land Use Controls And To Modify Certain Land Use Controls And Issue CERCLA Warranty, Parcels E18.1.1, E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24, and E34, Former Fort Ord, City of Seaside, California, County of Monterey, California, Environmental Restriction*, dated June 25, 2020 and recorded in the Office of the Monterey County Recorder as Document 2020031175 (the “Government Release and Warranty”); and

WHEREAS, the FORA and the **Grantee** have entered into the Implementation Agreement dated May 31, 2001 and recorded in the Office of the Monterey County Recorder as Document 2001088381 (the “Implementation Agreement”), that governs the use of former Fort Ord property within the City of Seaside, California.

WITNESSETH

I. The **Grantor**, for and in consideration of the sum of one dollar (\$1.00) plus other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, releases and quitclaims to the **Grantee**, its successors and assigns forever, all such interest, right, title, and claim as the **Grantor** has in and to a portion of **Parcel E20c.2** (consisting of Parcel 3) - a portions of **Parcel E18.1.1 (consisting of Parcel 1)**, made a part hereof, including the following:

- A. All buildings, facilities, roadways, and other improvements, including the storm drainage systems and the telephone system infrastructure, and any other improvements thereon,
- B. All appurtenant easements and other rights appurtenant thereto, permits, licenses, and privileges not otherwise excluded herein, and
- C. All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto.

II. The Government Deed conveying the Property to the **FORA**, the Deed Amendment No. 1, and the Government Release and Warranty were recorded prior to the recordation of this Deed. In the Government Deed and the Deed Amendment No. 1, the Government provided certain information regarding the environmental condition of the Property including without limitation the Finding of Suitability for Early Transfer, Former Fort Ord, California, Environmental Services Cooperative Agreement (ESCA) Parcels and Non-ESCA Parcels (Operable Unit Carbon Tetrachloride Plume) (FOSET 5) (September 2007) ("FOSET 5") (available at https://docs.fortordcleanup.com/ar_pdfs/AR-FOSET-004J/), an environmental baseline survey (EBS) known as the Community Environmental Response Facilitation Act report (available at https://docs.fortordcleanup.com/ar_pdfs/AR-BW-1658/), which is referenced in FOSET 5, and the Revised Final Land Use Implementation Plan / Operation and Maintenance Plan (LUCIP/OMP), Group 1 Seaside and Parker Flats Phase II Munitions Response Areas (LUCIP/OMP Group 1), (available at https://docs.fortordcleanup.com/ar_pdfs/AR-ESCA-0361E//ESCA-0361E.pdf). The **Grantor** has no knowledge regarding the accuracy or adequacy of such information. FOSET 5 sets forth the basis for the Government's determination that the Property is suitable for transfer. The **Grantee** is hereby made aware of the notifications contained in the EBS, FOSET 5, and LUCIP/OMP Group 1).

The **Grantee** acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. Except as otherwise provided herein, the **Grantee** understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the **Grantor** as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the **Grantee**, and no claim for allowance or deduction upon such grounds will be considered.

The italicized information below is copied verbatim for Parcels E18.1.1. and E20c.2 (except as discussed below) from the Government Release and Warranty. The **Grantee** hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the **Grantor** under the terms of the aforesaid Government Deed, as amended, modified and released under the Deed Amendment No. 1 and the Government Release and Warranty, including the Environmental Protection Provisions to the Government Deed, which are attached hereto and made a part hereof as **Exhibit E** to this Deed, and **Grantor** grants to **Grantee** all benefits with regard to the Property under the terms of the aforesaid Government Deed, as amended, modified and released under the Deed Amendment No. 1 and the Government Release and Warranty. Within the italicized information only, the term "**Grantor**" shall mean the Government, and the term "**Grantee**" shall mean the Fort Ord Reuse Authority ("FORA"); to avoid confusion, the words "the Government" have been added in parenthesis after the word "**Grantor**", and "FORA" has been added in parenthesis after the word "**Grantee**".

NOW, THEREFORE, the Grantor ("the Government"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and forever quitclaim unto the Grantee ("FORA"), its successors and assigns, all right, title, and interest held by the Grantor ("the Government") for:

*The purpose of prohibiting or restricting the use of the Property for residential purposes, and the Grantor does hereby terminate and extinguish the said residential use restriction on Parcel E18.4, the portion of Parcel E18.1.1 identified as "Parcel A," the portion of Parcel E18.1.1 identified as "Parcel B and the portion of Parcel E20c.2 identified as the "Residential Area" as described in **Exhibit B**, attached hereto and made a part hereof. Residential use includes, but is not limited to, single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12; and*

The purpose of restricting access to the Property for any purposes other than activities associated with the investigation and remediation of munitions and explosives of concern (MEC) and installation of utilities and roadways until the U.S. Environmental Protection Agency (EPA), in consultation with the California Department of Toxic Substances Control (DTSC), has certified the completion of remedial action, and the Grantor ("the Government") does hereby terminate and extinguish the said access restriction on the Property; and.

The purpose of not allowing access to the portions of the Property within or adjacent to the historical boundaries of the Impact Area by unauthorized personnel. The Grantor ("the Government") does hereby terminate and extinguish the said access restriction on the Property.

RESERVING, HOWEVER, to the Grantor ("the Government") and its assigns the perpetual and assignable right to require, and does hereby require, the Grantee ("FORA"), its successors and assigns to:

*Obtain munitions recognition and safety training when conducting, or permitting others to conduct, any ground-disturbing or intrusive activities on the Property. Prior to conducting or permitting ground-disturbing or intrusive activities, the Grantee ("FORA"), its successors and assigns, as appropriate, shall provide to personnel performing such activities the then current "3Rs Safety Guide, Former Fort Ord Army Installation" as shown in **Exhibit C** (hereinafter "3Rs Safety Guide") and the then current "Safety Alert, Ordnance and Explosives at former Fort Ord" in **Exhibit D**, both of which in their current format are attached hereto and made a part hereof; and*

Ensure that personnel performing such activities receive site-specific munitions recognition and safety training administered by project safety personnel prior to conducting ground-disturbing or intrusive activities on the Property under a construction support plan. The site-specific training shall include review of procedures for site-specific implementation of the 3Rs Safety Guide and emphasize the site-specific actions to be followed to ensure a safe working environment; and

Obtain construction support by MEC-qualified personnel when conducting, or permitting others to conduct, ground-disturbing or intrusive activities on the Property. The Grantee ("FORA"), its successors and assigns, as appropriate, shall coordinate with the Department of the Army, the EPA, and the DTSC to determine appropriate construction support requirements, including the use of anomaly avoidance techniques that are consistent with the latest version of the Land Use Control Implementation Plan/Operation and Maintenance Plan (LUCIP/OMP) for the Property. The LUCIP/OMP can be found in the Army's Administrative Record, required for sites listed on the National Priorities List (NPL) by 40 CFR § 300.800; the Army's Administrative Record can be accessed at <https://fortordcleanup.com/documents/administrative-record/>.

THE GRANTEE ("FORA") COVENANTS for itself, its successors and assigns, it will comply with the modified land use controls set forth above.

NOTICE IS HEREBY PROVIDED to the Grantee ("FORA"), its successors and assigns that portions of the Impact Area Munitions Response Area (MRA) on the Fort Ord National Monument adjacent to the Property may contain MEC hazards and public access to the MRA shall not be allowed until such time as the Grantor ("the Government"), in its sole discretion, determines that all necessary munitions response actions in the MRA are complete.

PURSUANT TO section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(C)(iii)), the United States warrants that all response action necessary to protect human health and the environment with respect to any substance remaining on the Property on the date of transfer has been taken.

The responsibilities and obligations placed upon, and the benefits provided to, the **Grantor** by the Government shall run with the land and be binding on and inure to the benefit of all subsequent owners of the Property unless or until such responsibilities, obligations, or benefits are released pursuant to the provisions set forth in the MOA, the Government Deed, the Deed Amendment No. 1, and the Government Release and Warranty. The **Grantor** and its successors and assigns, respectively, shall not be liable for any breach of such responsibilities and obligations with regard to the Property arising from any matters or events occurring after transfer of ownership of the Property by the **Grantee** or its successors and assigns, respectively; provided, however, that each such party shall, notwithstanding such transfer, remain liable for any breach of such responsibilities and obligations to the extent caused by the fault or negligence of such party.

III. The **Grantee** covenants for itself, its successors, and assigns and every successor in interest to the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply with all provisions of the Implementation Agreement.

IV. General Provisions:

A. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and the policy and purpose of CERCLA. If any provision of this Deed is found to be ambiguous, an interpretation consistent with the purpose of this Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

B. Severability. If any provision of this Deed, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

C. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of title in any respect.

D. Captions. The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.

E. Right to Perform. Any right which is exercisable by the **Grantee**, and its successors and assigns, to perform under this Deed may also be performed, in the event of non-performance by the **Grantee**, or its successors and assigns, by a lender of the **Grantee** and its successors and assigns.

V. Other Conditions:

The conditions, restrictions, and covenants set forth in this Deed are a binding servitude on the herein conveyed Property and will be deemed to run with the land in perpetuity. Restrictions, stipulations and covenants contained herein will be inserted by the **Grantee** verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof. All rights and powers reserved to the **Grantor**, and all references in this Deed to **Grantor** shall include its successors in interest. The **Grantor** may agree to waive, eliminate, or reduce the obligations contained in the covenants, PROVIDED, HOWEVER, that the failure of the **Grantor** or its successors to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the **Grantee**, its successors and assigns, with respect to such future performance shall be continued in full force and effect.

List of Exhibits:

- EXHIBIT A – Description of Property
- EXHIBIT B – Residential Areas of Parcel E18.1.1.1 and E20c.2
- EXHIBIT C - “3Rs Safety Guide, Former Fort Ord Army Installation”
- EXHIBIT D - “Safety Alert, Ordnance and Explosives at former Fort Ord”
- EXHIBIT E - Environmental Protection Provisions

[Signature Pages Follow]

IN WITNESS WHEREOF, the **Grantor**, the **CITY OF SEASIDE**, has caused this Deed to be executed this ____ day of ____, 2025.

THE CITY OF SEASIDE

By: _____
Ian. N. Ogebsby
Mayor

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA,
COUNTY OF MONTEREY

On _____ before me, _____, (name of notary public) personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary)

ACCEPTANCE:

This is to certify that the interest in real property conveyed by the foregoing Deed from the THE CITY OF SEASIDE, a municipal corporation ("City"), to MARINA COAST WATER DISTRICT, a public agency ("MCWD") is hereby accepted by the undersigned officers on behalf of MCWD, pursuant to authority conferred by resolution of the MCWD Board of Directors adopted in March 30, 2010, and MCWD consents to recordation thereof by its duly authorized officers.

THE MARINA COAST WATER DISTRICT

Dated ____, 2025

By: _____
Gail Morton, President, Marina Coast Water District

By: _____
Remleh Scherzinger
Secretary, Marina Coast Water District

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA,
COUNTY OF MONTEREY

On ____ before me, _____, (name of notary public) personally appeared Craig Malin who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary)

EXHIBIT A

Description of Property

DRAFT

EXHIBIT B
Residential Areas

DRAFT

EXHIBIT C

3Rs Safety Guide, Former Fort Ord Army Installation

DRAFT

EXHIBIT D

“Safety Alert, Ordnance and Explosives at former Fort Ord”

DRAFT

EXHIBIT D

Exhibit D to the Government Deed, Environmental Protection Provisions

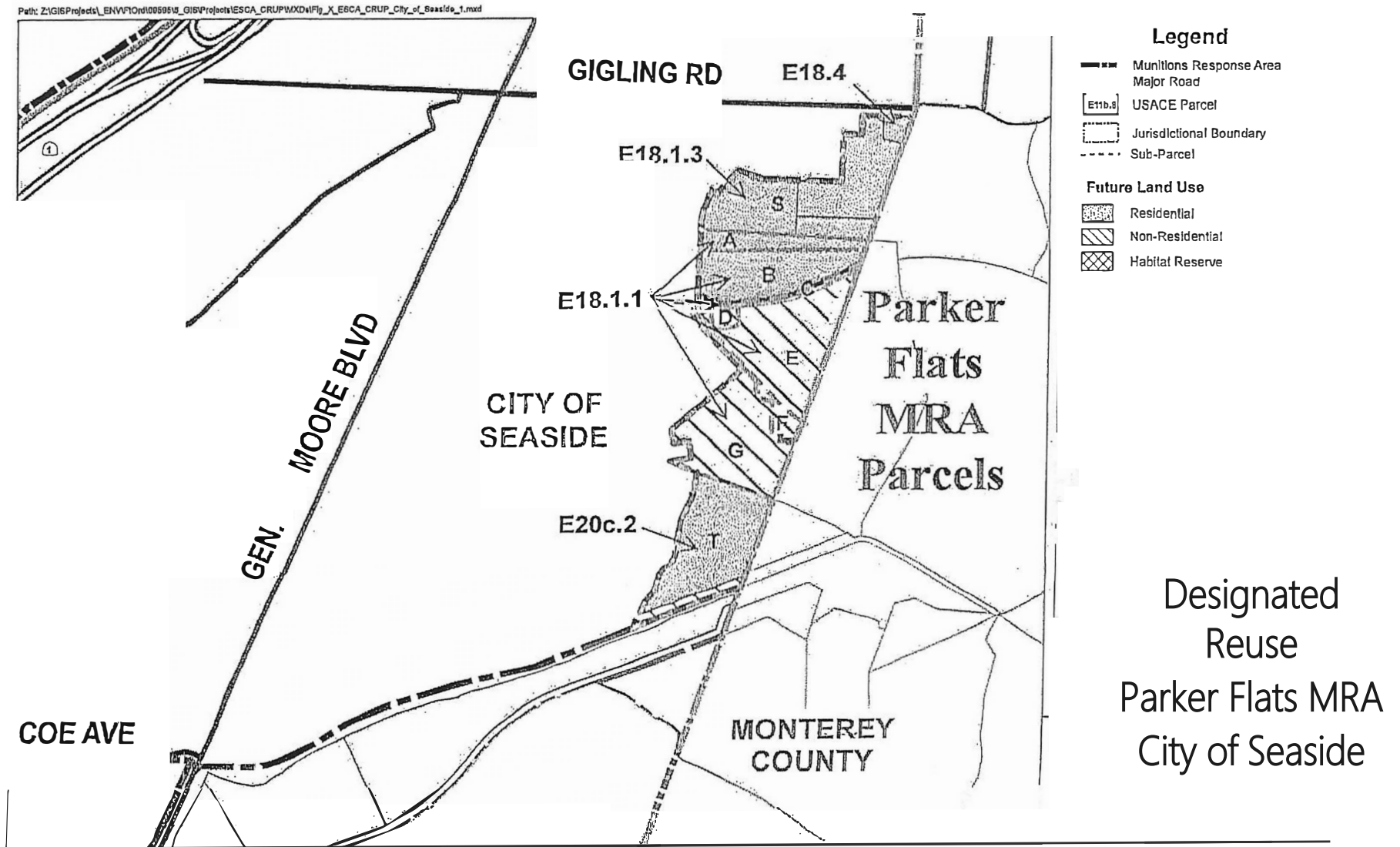
DRAFT

Exhibit B

EXHIBIT B

Residential Area

Exhibit B



A hard copy/physical copy of this is available at Seaside City Hall, 440 Harcourt, Seaside, CA 93940.

Exhibit B

Table 1

FINAL

DTSC CRUP Parcel Summary

FORA Environmental Services Cooperative Agreement Remediation Program, Former Fort Ord

USACE Parcel No.	Parcel Label	Acreage	Designated Reuse	Fort Ord Base Reuse Plan Designated Use ¹	DTSC State CRUP Intended Reuse ²	Institutional Controls ³							DTSC Residential Protocol	MRS Designation (whole or partial)	MRA	Decision Document ⁴	Assessor's Parcel No.
						a	b	c	d	e	f	g					
City of Seaside CRUP																	
E18.1.1	A	8.38	Residential	Veterans Cemetery (Endowment Area)	Veterans' Cemetery		x	x	x	x			Yes	Non-MRS Areas	Parker Flats MRA (Phase II)	Group 1 ROD	031-152-011-000
E18.1.1	B	21.13	Residential	Veterans Cemetery (Endowment Area)	Veterans' Cemetery		x	x	x	x			Yes	MRS-50 EXP	Parker Flats MRA (Phase I)	PF Track 2 ROD; PF Track 2 ROD ESD	031-152-011-000
E18.1.3	S	40.01	Residential	Residential	Residential		x	x	x	x			Yes	MRS-04A, Non-MRS Areas	Parker Flats MRA (Phase II)	Group 1 ROD	031-152-011-000
E18.4	S	2.16	Residential	Residential	Water Tank		x	x	x	x			Yes	MRS-04A, Non-MRS Areas	Parker Flats MRA (Phase II)	Group 1 ROD	031-152-011-000
E20c.2	T	29.83	Residential	Residential	Residential		x	x	x	x			Yes	MRS-44 EDC	Parker Flats MRA (Phase II)	Group 1 ROD	031-152-007-000
E23.1	--	39.89	Residential	Residential	Right-of-way / Eucalyptus Road / Retail		x	x	x	x			Yes	MRS-15 SEA 03	Seaside MRA	Group 1 ROD	031-151-062-000
E23.2	--	56.50	Residential	Residential	Right-of-way / Eucalyptus Road / Residential		x	x	x	x			Yes	MRS-15 SEA 04	Seaside MRA	Group 1 ROD	031-151-062-000
E24	--	117.90	Residential	Residential	Right-of-way / General Jim Moore Boulevard / Residential		x	x	x	x			Yes	MRS-15 SEA 01, Non-MRS Areas	Seaside MRA	Group 1 ROD	031-211-001-000
E34	--	61.50	Residential	Residential	Right-of-way / General Jim Moore Boulevard / Residential		x	x	x	x			Yes	MRS-15 SEA 02, Non-MRS Areas	Seaside MRA	Group 1 ROD	031-211-001-000
E18.1.1	C	2.93	Non-Residential	Veterans Cemetery (Parker Flats Road)	Veterans' Cemetery	x	x	x	x	x			No	MRS-50, MRS-50 EXP	Parker Flats MRA (Phase I)	PF Track 2 ROD	031-152-010-000
E18.1.1	D	1.64	Non-Residential	Veterans Cemetery	Veterans' Cemetery	x	x	x	x	x			No	MRS-50, MRS-50 EXP	Parker Flats MRA (Phase I)	PF Track 2 ROD	031-152-008-000
E18.1.1	E	32.22	Non-Residential	Veterans Cemetery	Veterans' Cemetery	x	x	x	x	x			No	MRS-50, MRS-50 EXP	Parker Flats MRA (Phase I)	PF Track 2 ROD	031-152-002-000
E18.1.1	F	4.69	Non-Residential	Veterans Cemetery (Parker Flats Cutoff)	Veterans' Cemetery	x	x	x	x	x			No	Non-MRS Areas	Parker Flats MRA (Phase I)	PF Track 2 ROD	031-152-006-000
E18.1.1	G	29.03	Non-Residential	Veterans Cemetery	Veterans' Cemetery	x	x	x	x	x			No	MRS-44 EDC, Non-MRS Areas	Parker Flats MRA (Phase II)	Group 1 ROD	031-152-007-000
E20c.2	T	3.42	Non-Residential	Roadway (Eucalyptus Road)	Residential	x	x	x	x	x			No	MRS-44 EDC	Parker Flats MRA (Phase II)	Group 1 ROD	031-152-007-000
E23.1	--	5.46	Non-Residential	Roadway (Eucalyptus Road)	Right-of-way / Eucalyptus Road / Retail	x	x	x	x	x			No	MRS-15 SEA 03	Seaside MRA	Group 1 ROD	031-151-062-000
E23.1	--	3.53	Non-Residential	Borderland Buffer, Utility Corridor	Right-of-way / Eucalyptus Road / Retail	x	x	x	x	x			No	MRS-15 SEA 03	Seaside MRA	Group 1 ROD	031-151-062-000
E23.2	--	10.74	Non-Residential	Roadway (Eucalyptus Road)	Right-of-way / Eucalyptus Road / Residential	x	x	x	x	x			No	MRS-15 SEA 04	Seaside MRA	Group 1 ROD	031-151-062-000
E23.2	--	11.55	Non-Residential	Borderland Buffer, Utility Corridor	Right-of-way / Eucalyptus Road / Residential	x	x	x	x	x			No	MRS-15 SEA 04	Seaside MRA	Group 1 ROD	031-151-062-000
E24	--	80.30	Non-Residential	Open Space Park, Roadway (General Jim Moore Boulevard), Borderland Buffer, Utility Corridor	Right-of-way / General Jim Moore Boulevard / Residential	x	x	x	x	x			No	MRS-15 SEA 01, Non-MRS Areas	Seaside MRA	Group 1 ROD	031-211-001-000
E34	--	35.60	Non-Residential	Roadway (General Jim Moore Boulevard), Borderland Buffer, Utility Corridor	Right-of-way / General Jim Moore Boulevard / Residential	x	x	x	x	x			No	MRS-15 SEA 02, Non-MRS Areas	Seaside MRA	Group 1 ROD	031-211-001-000

Exhibit B

Table 1
DTSC CRUP Parcel Summary
FORA Environmental Services Cooperative Agreement Remediation Program, Former Fort Ord

USACE Parcel No.	Parcel Label	Acreage	Designated Reuse	Fort Ord Base Reuse Plan Designated Use ¹	DTSC State CRUP Intended Reuse ²	Institutional Controls ³							DTSC Residential Protocol	MRS Designation (whole or partial)	MRA	Decision Document ⁴	Assessor's Parcel No.
						a	b	c	d	e	f	g					

Notes:

CRUP = Covenant to Restrict Use of Property

DTSC = Department of Toxic Substances Control

MRA = Munitions Response Area

MRS = Munitions Response Site

ROD = Record of Decision

USACE = United States Army Corps of Engineers

-- = Not Applicable

1. Fort Ord Base Reuse Plan, Fort Ord Reuse Authority. 1997.

2. Intended reuse as stated in 2009 DTSC State CRUP.

3. DTSC Institutional Controls:

- a. Prohibited Uses: Property shall not be used for a residence, hospital for humans, public or private school, or a day care center for children.
- b. Prohibited Activities and Soil Requirements: Ground disturbance of any type that involves displacement of ten cubic yards or more of soil without a valid City or County excavation permit is prohibited.
- c. Written Notice of Presence of MEC.
- d. Access: DTSC, EPA, and their contractors and agents shall have reasonable right-of-entry and access to the property.
- e. Inspection and Reporting Requirements: Submit an annual report detailing compliance with the CRUP.
- f. Group 1 and 4 RODs: Restrictions against inconsistent uses (applicable to the habitat reserve areas).
- g. Group 1 and 4 RODs: Access management measures in areas designated for habitat reserve.

4. Decision Documents:

Group 1 ROD. Final Record of Decision, Group 1, Seaside and Parker Flats (Phase II) Munitions Response Areas, Former Fort Ord, California, September 2018 (Fort Ord Administrative Record No. ESCA-0359)

PF Track 2 ROD. Record of Decision, Parker Flats Munitions Response Area, Track 2 Munitions Response Site, Former Fort Ord, California, June 2008 (Fort Ord Administrative Record No. OE-0661)

PF Track 2 ROD ESD. Explanation of Significant Differences No. 1, Record of Decision, Parker Flats Munitions Response Area, Track 2 Munitions Response Site, Former Fort Ord, California, April 2018 (Fort Ord Administrative Record No. ESCA-0356)

Residential reuse examples may include: single family or multi-family residences; childcare facilities; playgrounds; hospitals; nursing homes or assisted living facilities; and any type of educational facility for children or young adults in grades kindergarten through 12.

Non-residential development reuse examples may include: infrastructure activities (such as roadway and utility construction); development of a cemetery; institutional structures and parking; commercial development; and 100-foot borderland development buffer along the Natural Resources Management Area (NRMA) interface with the Impact Area Munitions Response Area (MRA).

Utility corridor reuse examples, which is located along the eastern boundary of the Seaside MRA, includes: underground utilities, which are currently not specifically identified at this time.

Exhibit B

Table 1
DTSC CRUP Parcel Summary

FORA Environmental Services Cooperative Agreement Remediation Program, Former Fort Ord

Notes:

CRUP = Covenant to Restrict Use of Property

DTSC = Department of Toxic Substances Control

MRA = Munitions Response Area

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USACE - United States Army Corps of Engineers

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1. Fort Ord Base Reuse Plan, Fort Ord Reuse Authority. 1997.
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3. DTSC Institutional Controls:
 - a. Prohibited Uses: Property shall not be used for a residence, hospital for humans, public or private school, or a day care center for children.
 - b. Prohibited Activities and Soil Requirements: Ground disturbance of any type that involves displacement of ten cubic yards or more of soil without a valid City or County excavation permit is prohibited.
 - c. Written Notice of Presence of MEC.
 - d. Access: DTSC, EPA, and their contractors and agents shall have reasonable right-of-entry and access to the property.
 - e. Inspection and Reporting Requirements: Submit an annual report detailing compliance with the CRUP.
 - f. Group I and 4 RODs: Restrictions against inconsistent uses (applicable to the habitat reserve areas).
 - g. Group I and 4 RODs: Access management measures in areas designated for habitat reserve.
4. Decision Documents:
 - Group I ROD. Final Record of Decision, Group, I Seaside and Parker Flats (Phase II) Munitions Response Areas, Fonner Fort Ord, California, September 2018 (Fort Ord Administrative Record No. ESCA-0359)
 - PF Track 2 ROD. Record of Decision. Parker Flats Munitions Response Area, Track 2 Munitions Response Site. Former Fort Ord. California, June 2008 (Fort Ord Administrative Record No. OE-0661)
 - PF Track 2 ROD ESD. Explanation of Significant Differences No. I, Record of Decision, Parker Flats Munitions Response Area, Track 2 Munitions Response Site Former Fort Ord, California, April 2018 (Fort Ord Administrative Record No. ESCA-0356)

Residential reuse examples may include: single family or multi-family residences; childcare facilities; playgrounds hospitals nursing homes or assisted living facilities; and any type of educational facility for children or young adults in grades kindergarten through 12.

Non-residential development reuse examples may include: infrastructure activities (such as roadway and utility construction) development of a cemetery; institutional structures and parking; commercial development; and 100-foot borderland development buffer along the Natural Resources Management Area (NRMA) interface with the Impact Area Munitions Response Area (MRA).

Utility corridor reuse examples which is located along the eastern boundary of the Seaside MRA. includes: underground utilities. which are currently not specifically identified at this time.

Exhibit B

EXHIBIT "A"

Parcel G Legal Description

Certain real property situate in the incorporated area of the City of Seaside and being a portion of the land shown as Parcel B on the map filed February 13, 2008 in Volume 29 of Surveys at Page 106 Official Records of Monterey County, State of California, being more particularly described as follows:

Beginning at point on the westerly boundary of said of Parcel B, said point being the southerly terminus of the course shown as N48° 07' 00E, 1064.32 on said map, Official Records of said County, thence along the westerly line of said Parcel B

- 1) South 1° 00' 07" West, 180.36 feet; thence
- 2) North 80° 45' 00" East, 200.81 feet; thence
- 3) South 9° 15' 00" East, 201.11 feet; thence
- 4) South 80° 45' 00" West, 257.60 feet; thence
- 5) South 66° 58' 08" East, 344.31 feet; thence departing westerly line of said Parcel B
- 6) South 69° 58' 14" East, 962.95 feet more or less to a point on the easterly line of said Parcel B also being the city limit line of the City of Seaside; thence northerly along said easterly line and City limit line
- 7) North 18° 59' 46" East, 631.91 feet; thence departing said easterly line and said City limit line
- 8) West, 43.95 feet; thence
- 9) North, 100.00 feet; thence
- 10) West, 100.00 feet; thence
- 11) North, 100.00 feet; thence
- 12) West, 100.00 feet; thence
- 13) North, 400.00 feet; thence
- 14) West, 100.00 feet; thence
- 15) North, 100.00 feet; thence
- 16) West, 100.00 feet; thence
- 17) North, 132.34 feet; thence

Exhibit B

LEGAL DESCRIPTION

Page 2 of 2

March 22, 2013
Job No.: 1827.13

18) North 42° 37' 57" West, 41.34 feet; thence

19) North 41° 38' 23" West, 167.21 feet; thence

20) South 48° 21' 37" West, 33.38 feet more or less to a point on the westerly boundary of said Parcel B; thence along said westerly boundary

21) South 48° 07' 00" West, 1064.32 feet to the point of beginning.

Containing an area of 29.03 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

END OF DESCRIPTION

PREPARED BY:

WHITSON ENGINEERS

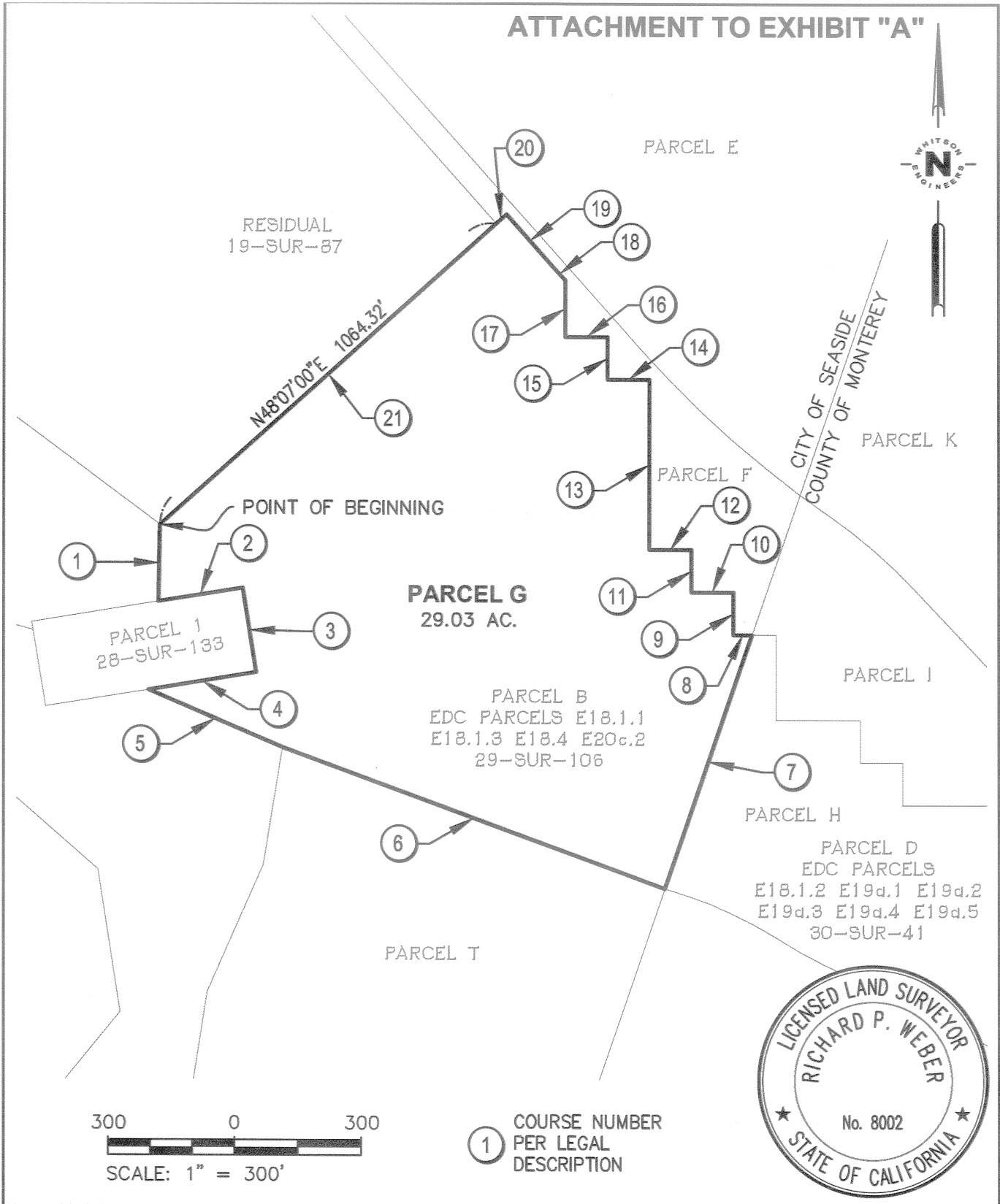


RICHARD P. WEBER P.L.S.
L.S. NO. 8002

Job No.: 1827.13



Exhibit B



	PARCEL G CITY OF SEASIDE CALIFORNIA	DATE: MARCH 22, 2012	SHEET
		SCALE: 1" = 300'	1 OF 1
		DRAWN: SMG	
		CHECKED: RPW	
WHITSON ENGINEERS - 9699 BLUE LARKSPUR LANE, SUITE 105 - MONTEREY, CALIFORNIA 93940 - TEL (831) 649-5225 - FAX (831) 373-5065 - WWW.WHITSONENGINEERS.COM	DRAWING PATH: T:\Monterey Projects\1827\182713\182713 - ROS - Parcel Plats.dwg	PROJECT No.: 1827.13	

Introduction

The Army first established Fort Ord as an Army training center in 1917. DoD closed Fort Ord in 1994. The Army conducted live-fire training and other munitions-related activities at Fort Ord between 1917 and 1994. Because of this live-fire training and munition-related activities military munitions may remain present on the surface and within the subsurface of the former Fort Ord.

After reviewing records of past training activities, the Army identified areas where munitions may be present and implemented munitions response efforts (cleanup) to remove munitions from the surface and subsurface of the Former Fort Ord. The Army's ongoing cleanup supports the reuse plans the local community selected. The conventional munitions encountered at Fort Ord include artillery projectiles, rockets, hand grenades, practice land mines, pyrotechnics, bombs, demolition materials and other munitions used by the Army.

Munitions, which may be encountered anywhere, should be considered dangerous. They may be heavily corroded, whole or in parts, buried, or covered with leaves, making them difficult to recognize. Should you suspect that you have encountered a munition, never approach, touch, move or disturb it. Even old munitions can detonate causing severe injuries or death. If visiting the former Fort Ord National Monument, learn and follow the 3Rs of Explosives Safety.



Surface munitions debris at the former Fort Ord

Former Fort Ord Army Installation

Emergency Contacts

If you encounter or suspect you have encountered a munition:

- Do not approach, touch or disturb it!
- Mark the location near the munitions
- CALL - 911
- Leave the area carefully, the way you entered

Danger signs are posted around areas where munitions may be present. Do not enter these areas. Off-roading is prohibited on the former Fort Ord.

If you have questions about the Army's cleanup efforts at the former Fort Ord visit www.FortOrdCleanup.com or call 1-800-852-9699.

Follow the 3Rs of Explosives Safety

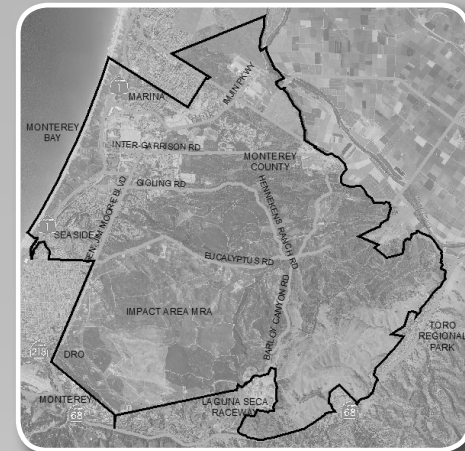


Visit the U.S. Army's Explosives Safety Education website:
3Rs.mil

3Rs Safety Guide

Former Fort Ord Army Installation

California
Monterey County



Follow the 3Rs of Explosives Safety



Historical Photograph of Fort Ord

Recognize

Recognize when you may have encountered a munition and that munitions are dangerous.

Recognizing when you may have encountered a munition is the most important step in reducing the risk of injury or death. Munitions may be encountered on land or in the water. Although munitions may be present almost anywhere, they may be easy or hard to identify.

To avoid the risk of injury or death:

- Never move, touch or disturb a munition or suspect munition.
- Be aware that munitions do not become safer with age, in fact they may become more dangerous.
- Don't be tempted to take or keep a munition as a souvenir.

Munitions come in many sizes, shapes and colors. Some may look like bullets or bombs while others look like pipes, small cans or even a car muffler. Whether whole or in parts, new or old, shiny or rusty, munitions can still explode. The best way to avoid injury or death is to stay out of areas marked with warning signs or charted as restricted.

Retreat

Do not touch, move or disturb it, but carefully leave the area.

Avoid death or injury by recognizing that you may have encountered a munition and by promptly retreating from the area.

If you encounter what you believe is a munition, do not approach, touch or disturb it. Instead, immediately and carefully leave the area by retracing your steps—going out the way you entered. Once safely away from the munition, mark the path (e.g., with a piece of clothing) so response personnel can find the munition.



Report

Notify the police at 911.

Protect yourself, your family, your friends and your community by immediately reporting munitions or suspected munitions to the police.

Provide as much information as possible about what you saw and where you saw it. This will help the police and military or civilian explosive ordnance disposal personnel find, evaluate and address the situation.

If you believe you may have encountered a munition, report:

- The area where you encountered it.
- Its general description. Do not approach, touch, move or disturb it to get a better description.
- When possible, describe its
 - Estimated size
 - Shape
 - Visible markings, including coloring

Exhibit D

DANGER

Due to the potential for unexploded ordnance, **DO NOT ENTER** areas posted with **DANGER** signs that look like one shown below. Off-road vehicular traffic is prohibited on the former Fort Ord.

PELIGRO

Debido al potencial para material de artillería, **NO ENTRE** en áreas marcadas con letreros de **PELIGRO** como los que se muestran abajo. El tráfico automotor fuera de la vía principal está prohibido en el antiguo Fort Ord.



If you have questions regarding the military munitions cleanup program at the former Fort Ord, please contact:

Si tiene preguntas relacionadas con el programa de limpieza de municiones militares en el antiguo Fort Ord, por favor póngase en contacto con:

**U.S. Army Base Realignment and Closure
Fort Ord Office 831-393-1284**

SAFETY ALERT

Military munitions at the former Fort Ord

If you discover any object that resembles those shown inside this brochure

DO NOT TOUCH IT!

Instead, **MARK THE LOCATION**,
and **CALL THE POLICE – 911**

to report what you've found.

ALERTA DE SEGURIDAD

Municiones militares en el antiguo Fort Ord

Si descubre cualquier objeto que se parece a los que se muestran en este folleto

¡NO LO TOQUE!

En su lugar, **MARQUE LA UBICACIÓN**,
y **LLAME A LA POLICÍA – 911**

para reportar lo que encontró.



HISTORY

Fort Ord was an Army training center. The Army conducted live-fire training and other munitions-related activities at Fort Ord from 1917 until base closure in 1994. Because of these training activities, military munitions may remain present on the surface and within the subsurface of the former Fort Ord.

After reviewing records of past training activities, the Army identified areas where munitions may be present, and implemented munitions investigation and cleanup. The Army's ongoing cleanup supports the reuse plans the local community selected.

Because of its history as a former Army base, military munitions including unexploded ordnance may be encountered at the former Fort Ord. Munitions items have been found in unexpected places such as construction sites and people's homes.

Metal detection is prohibited on the former Fort Ord due to the potential for remaining explosives hazards.

If you discover any object that resembles those shown in the photograph

**DO NOT TOUCH IT
MARK THE LOCATION
CALL 911**

Si descubre cualquier objeto que se parece a los que se muestran en la fotografía

**NO LO TOQUE
MARQUE LA UBICACIÓN
LLAME AL 911**

Exhibit D

WARNING: Not to be used for identification.

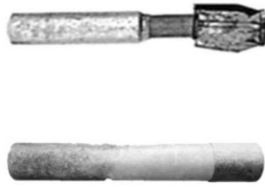
Projectiles



Hand grenades and fuzes



Flares and signals



Mines and fuzes



Demolition firing devices



Mortars



81mm Mortar 81mm Mortar 60mm Mortar 22mm Sub Cal

Rifle grenades



Rockets



Exhibit E

Exhibit E

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities at the former Fort Ord. A list of notices applicable to each parcel is provided at the end of this attachment.

1. FEDERAL FACILITIES AGREEMENT

The Grantor acknowledges that the former Fort Ord has been identified as a National Priorities List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee acknowledges that the Grantor has provided it with a copy of the Fort Ord Federal Facility Agreement (FFA), and any amendments thereto, entered into by the United States Environmental Protection Agency (USEPA) Region 9, the State of California, and the Department of the Army (Army), effective on November 19, 1990, and will provide the Grantee with a copy of any future amendments thereto. For so long as the Property remains subject to the FFA, the Grantee, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the FFA. In addition, should any conflict arise between the FFA and any amendment thereto and the deed provisions, the FFA provisions will take precedence. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the Property.

2. LAND USE RESTRICTIONS

A. The Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Grantee, its successors or assigns, shall not undertake nor allow any activity on or use of the Property that would violate the land use restrictions contained herein.

Applicable to:

- County of Monterey Parcels E11b.6.1, E11b.7.1.1, E11b.8, E18.1.2, E19a.1, E19a.2, E19a.3, E19a.4, L5.7, L20.2.1, L20.5.1, L20.5.2, L20.5.3, L20.8, L20.18, L20.19.1.1, and L32.1;
- City of Del Rey Oaks Parcels L20.13.1.2 and L20.13.3.1;
- City of Monterey Parcel E29.1;
- City of Seaside Parcels E18.1.1, E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24, and E34;
- California State University Monterey Bay Parcel S1.3.2;
- Monterey Peninsula College Parcels E19a.5, E21b.3, E38, E39, E40, E41, E42, F1.7.2, L23.2; and
- Monterey Peninsula Regional Park District Parcel L6.2:

Exhibit E

Excavation Restriction. The Grantee, its successors and assigns, shall comply with [insert applicable municipal code (Monterey County Code – Chapter 16.10, City of Del Rey Oaks Municipal Code – Chapter 15.48, City of Marina Municipal Code – Chapter 15.56, City of Monterey City Code – Chapter 9, Article 8, or City of Seaside Municipal Code – Chapter 15.34)] when conducting or permitting others to conduct any ground disturbing or intrusive activities (e.g. digging, drilling, etc.). The Grantee, its successors and assigns, or any approved contractor, shall not construct, make, or permit any alterations, additions, or improvements to the Property in any way that may violate this restriction.

Applicable to County of Monterey Parcels L20.3.1, L20.3.2, and L20.5.4:

Excavation Restriction. For the portions of the Property within the Wolf Hill area and the boundary of Munitions Response Site 47 (MRS-47), the Grantee, its successors and assigns, shall not conduct or permit others to conduct any ground disturbing or intrusive activities (e.g. digging, drilling, etc.) to depths of greater than one foot below ground surface without complying with Monterey County Code – Chapter 16.10.

For the portions of the Property within the Laguna Seca Turn 11 Area (MRS-30), the Grantee, its successors and assigns, shall not conduct or permit others to conduct any ground disturbing or intrusive activities (e.g., digging, drilling, etc.) to depths of greater than four feet below ground surface without complying with Monterey County Code – Chapter 16.10.

The Grantee, its successors and assigns, or any approved contractor, shall not construct, make, or permit any alterations, additions, or improvements to the Property in any way that may violate these restrictions.

Applicable to:

- County of Monterey Parcels E11b.6.1, E11b.7.1.1, E11b.8, E18.1.2, E19a.1, E19a.2, E19a.3, E19a.4, L5.7, L20.2.1, L20.3.1, L20.3.2, L20.5.1, L20.5.2, L20.5.3, L20.5.4, L20.8, L20.18, L20.19.1.1, and L32.1;
- City of Del Rey Oaks Parcels L20.13.1.2 and L20.13.3.1;
- City of Monterey Parcel E29.1;
- City of Seaside Parcels E18.1.1, E18.1.3, E18.4, E20c.2, E23.1, E23.2, E24, and E34;
- California State University Monterey Bay Parcel S1.3.2;
- Monterey Peninsula College Parcels E19a.5, E21b.3, E38, E39, E40, E41, E42, F1.7.2, L23.2; and
- Monterey Peninsula Regional Park District Parcel L6.2:

Residential Use Restriction. The Grantee, its successors and assigns, shall not use the Property for residential purposes. The Army has agreed to enter into a Covenant to Restrict Use of Property (CRUP), which will include a Residential Use Restriction, with the DTSC pursuant to California Civil Code Section 1471(c). The USEPA also believes any proposals for the residential reuse of the Property should be subject to regulatory

Exhibit E

review. The CRUP will place additional use restrictions on all of the transferring Property and will be signed prior to transfer. The Army and the DTSC agree that the use of the Property will be restricted as set forth in the CRUP. For purposes of this provision, residential use includes, but is not limited to: single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12.

Applicable to:

- **Monterey Peninsula College Parcel E38;**
- **City of Seaside Parcels E23.1, E23.2, E24, and E34:**

Residential Use Restriction. The Army has completed remedial actions for munitions constituents (MC) (i.e., lead) in soil on the Property. The Grantee, its successors and assigns, shall not use the Property for residential purposes until after (1) a Post-Remediation Risk Assessment (PRRA) is performed to evaluate potential human health risks and hazards associated with exposure to residual lead remaining in soil following remedial activities; (2) the PRRA concludes impacts on human health are unlikely; and (3) the USEPA and the DTSC concur with such conclusion. For purposes of this provision, residential use includes, but is not limited to: single family or multi-family residences; childcare facilities; nursing homes or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12.

Applicable to:

- **County of Monterey Parcels E11b.6.1, E11b.7.1.1, E11b.8, E18.1.2, E19a.1, E19a.2, E19a.3, E19a.4, L5.7, L20.2.1, L20.5.3, L20.8, L20.18, L20.19.1.1, and L32.1;**
- **City of Del Rey Oaks Parcels L20.13.1.2 and L20.13.3.1;**
- **City of Monterey Parcel E29.1;**
- **City of Seaside Parcels E18.1.1, E18.1.3, E18.4, and E20c.2;**
- **California State University Monterey Bay Parcel S1.3.2;**
- **Monterey Peninsula College Parcels E19a.5, E21b.3, and L23.2; and**
- **Monterey Peninsula Regional Park District Parcel L6.2:**

Access Restriction. Except as provided below, the Property shall not be used for any purposes other than activities associated with the investigation and remediation of MEC and installation of utilities and roadways until the USEPA, in consultation with the DTSC, has certified the completion of remedial action. This Access Restriction is not intended to limit use of existing public access roadways within the Property, including the limited use(s) associated with special events; provided that the use of roadways may be limited or restricted, as necessary, to provide the required minimum separation distance employed during intrusive MEC response actions, and in connection with prescribed burns that may be necessary for the purpose of MEC removal in adjacent areas.

Exhibit E

Applicable to Monterey Peninsula College Parcel F1.7.2:

Access Restriction. The Property shall not be used for any purposes other than activities associated with the investigation and remediation of MEC, a facility for law enforcement tactical training (Military Operations on Urbanized Terrain (MOUT) training area), and installation of utilities and roadways until the USEPA, in consultation with the DTSC, has certified the completion of remedial action.

The Property lies within the historical boundaries of the Impact Area of the former Fort Ord. The Grantor has performed munitions responses on the Property; however, these munitions responses are not complete. The Grantee, its successors and assigns shall not allow access to the Property by unauthorized personnel, and will ensure that personnel authorized to access the Property are provided MEC recognition training, a briefing on the potential explosive hazards present, and coordinate with the Grantee's designated qualified Ordnance and Explosives Safety Specialist (OESS) during activities on the Property.

The Grantor has not completed munitions responses in the portions of the Impact Area Munitions Response Area (MRA) adjacent to the Property. The Grantee, its successors and assigns, shall not allow access to the Impact Area MRA adjacent to the Property.

Applicable to County of Monterey Parcels L20.3.1, L20.3.2, L20.5.1, L20.5.2, and L20.5.4:

Access Restriction. Except as provided below, the Property shall not be used for any purposes other than activities associated with the investigation and remediation of MEC; parking, staging and on-site portable/temporary toilets for events associated with the Mazda Raceway Laguna Seca; and installation of utilities and roadways until the USEPA, in consultation with the DTSC, has certified the completion of remedial action. This Access Restriction is not intended to limit use of existing public access roadways within the Property, including the limited use(s) associated with special events; provided that the use of roadways may be limited or restricted, as necessary, to provide the required minimum separation distance employed during intrusive MEC response actions, and in connection with prescribed burns that may be necessary for the purpose of MEC removal in adjacent areas.

Applicable to:

- **Monterey Peninsula College Parcels E38, E40, E41, and E42; and**
- **City of Seaside Parcels E23.1 and E23.2:**

Access Restriction. The Property shall not be used for any purposes other than activities associated with the investigation and remediation of MEC and installation of utilities and roadways until the USEPA, in consultation with the DTSC, has certified the completion of remedial action.

Exhibit E

The Property lies within the historical boundaries of the Impact Area of the former Fort Ord. The Grantor has performed munitions responses on the Property; however, these munitions responses are not complete. The Grantee, its successors and assigns shall not allow access to the Property by unauthorized personnel, and will ensure that personnel authorized to access the Property are provided MEC recognition training, a briefing on the potential explosive hazards present, and coordinate with the Grantee's designated qualified Ordnance and Explosives Safety Specialist (OESS) during activities on the Property.

The Grantor has not completed munitions responses in the portions of the Impact Area Munitions Response Area (MRA) adjacent to the Property. The Grantee, its successors and assigns, shall not allow access to the Impact Area MRA adjacent to the Property.

Applicable to City of Seaside Parcels E24 and E34:

Access Restriction. Except as provided below, the Property shall not be used for any purposes other than activities associated with the investigation and remediation of MEC and installation of utilities and roadways until the USEPA, in consultation with the DTSC, has certified the completion of remedial action. This Access Restriction is not intended to limit use of existing public access roadways within the Property, including the limited use(s) associated with special events; provided that the use of roadways may be limited or restricted, as necessary, to provide the required minimum separation distance employed during intrusive MEC response actions, and in connection with prescribed burns that may be necessary for the purpose of MEC removal in adjacent areas.

Portions of the Property lie within the historical boundaries of the Impact Area of the former Fort Ord. The Grantor has performed munitions responses on the Property; however, these munitions responses are not complete. The Grantee, its successors and assigns shall not allow access to the portions of the Property within the historical boundaries of the Impact Area by unauthorized personnel, and will ensure that personnel authorized to access the portions of the Property within the historical boundaries of the Impact Area are provided MEC recognition training, a briefing on the potential explosive hazards present, and coordinate with the Grantee's designated qualified Ordnance and Explosives Safety Specialist (OESS) during activities on the Property.

The Grantor has not completed munitions responses in the portions of the Impact Area Munitions Response Area (MRA) adjacent to the Property. The Grantee, its successors and assigns, shall not allow access to the Impact Area MRA adjacent to the Property.

Applicable to Monterey Peninsula College Parcel E39:

Access Restriction. The Property shall not be used for any purposes other than activities associated with the investigation and remediation of MEC and installation of utilities and roadways until the USEPA, in consultation with the DTSC, has certified the completion of remedial action.

Exhibit E

The Property lies within the historical boundaries of the Impact Area of the former Fort Ord. The Grantor has performed munitions responses on the Property; however, these munitions responses are not complete. The Grantee, its successors and assigns shall not allow access to the Property by unauthorized personnel, and will ensure that personnel authorized to access the Property are provided MEC recognition training, a briefing on the potential explosive hazards present, are either UXO qualified personnel or escorted by such personnel or by EOD personnel, and coordinate with the Grantee's designated qualified Ordnance and Explosives Safety Specialist (OESS) during activities on the Property.

The Grantor has not completed munitions responses in the portions of the Impact Area Munitions Response Area (MRA) adjacent to the Property. The Grantee, its successors and assigns, shall not allow access to the Impact Area MRA adjacent to the Property.

Applicable to:

- County of Monterey Parcels E4.7.2, L5.7, L20.2.1, and L32.1;
- City of Marina Parcels E4.3.2.2, E4.7.1, E5a.1, and L5.10.1; and
- California State University Monterey Bay Parcel S1.3.2:

Groundwater Restriction. Grantee is hereby informed and acknowledges that the groundwater under portions of the Property and associated with the Operable Unit 2 (OU2) groundwater plume and the Operable Unit Carbon Tetrachloride Plume (OUCTP) is contaminated with volatile organic compounds (VOCs), primarily trichloroethene (TCE) and carbon tetrachloride (CT), respectively. Under the EPP, Section 6, the Grantee, its successors and assigns, shall not access or use groundwater underlying the Property for any purpose. For the purpose of this restriction, "groundwater" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

B. Modifying Restrictions. Nothing contained herein shall preclude the Grantee, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional action necessary to allow for other less restrictive use of the Property. Prior to such use of the Property, Grantee shall consult with and obtain the approval of the Grantor, and, as appropriate, the State or federal regulators, or the local authorities in accordance with this EPP and the provisions of all applicable CRUP(s). Upon the Grantee's obtaining the approval of the Grantor and, as appropriate, state or federal regulators, or local authorities, the Grantor agrees to record an amendment hereto. This recordation shall be the responsibility of the Grantee and at no additional cost to the Grantor.

C. Submissions. The Grantee, its successors and assigns, shall submit any requests for modifications to the above restrictions to the Grantor, the USEPA, the DTSC and the RWQCB, in accordance with the provisions of the applicable CRUP(s), by first class mail, postage prepaid, addressed as follows:

Exhibit E

- 1) Grantor: Director, Fort Ord Office
Army Base Realignment and Closure
P.O. Box 5008
Presidio of Monterey, CA 93944-5008
- 2) USEPA: Chief, Federal Facility and Site Cleanup Branch
Superfund Division
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street, Mail Code: SFD-8-3
San Francisco, CA 94105-3901
- 3) DTSC: Chief of Northern California Operations
Office of Military Facilities
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, CA 95826-3200
- 4) RWQCB: Executive Officer
California Regional Water Quality Control Board
Central Coast Region
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

3. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

- A. The Grantee is hereby notified that, due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard. For the purposes of the basewide Military Munitions Response Program (MMRP) being conducted for the former Fort Ord and this EPP, MEC does not include small arms ammunition (i.e. ammunition without projectiles containing explosives, other than tracers, that is .50 caliber or smaller, or for shotguns).
- B. The Property was previously used for a variety of munitions-related and other military-related purposes, including operational ranges for live-fire training; demolitions training; chemical, biological and radiological training; engineering training; and tactical training. Munitions responses were conducted on the Property. Any MEC discovered were disposed of by a variety of methods, including open detonation (blown in place (BIP)) or in a consolidated shot, or destroyed using contained detonation technology. A summary of MEC discovered on the Property is provided in Exhibit __ [Include FOSET Table 4 – Notification of Munitions and Explosives of Concern (MEC) as a deed exhibit]. Site

Exhibit E

maps depicting the locations of munitions response sites are provided at Deed Exhibit

- C. After response actions are completed, if the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the local law enforcement agency having jurisdiction on the Property so that appropriate explosive ordnance disposal (EOD) personnel can be dispatched to address such MEC as required under applicable laws and regulations and at no expense to the Grantee. The Grantee hereby acknowledges receipt of the "Ordnance and Explosives Safety Alert" pamphlet.
- D. Easement and Access Rights.
- 1) The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property as a result of the ongoing Munitions Response Remedial Investigation/Feasibility Study. Such easement and right of access includes, without limitation, the right to perform any additional munitions response action (e.g. investigation, sampling, testing, test-pitting, surface and subsurface removal) necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.
 - 2) In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property; however, the use and/or occupancy of the Property may be limited or restricted, as necessary, under the following scenarios: (a) to provide the required minimum separation distance employed during intrusive munitions response actions that may occur on or adjacent to the Property; and (b) if Army implemented prescribed burns are necessary for the purpose of a munitions response action (removal) in adjacent areas. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.
 - 3) In exercising this easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees,

Exhibit E

agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the Grantor on the Property.

- E. The Grantee acknowledges receipt of the Track 2 Munitions Response Remedial Investigation/Feasibility Study (Track 2 MR RI/FS) (August 2006).

4. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

Applicable to County of Monterey Parcels E11b.8, E19a.3, E19a.4, L20.2.1, L20.3.1, and L20.18; City of Marina Parcels E4.3.2.2, and E5a.1; Monterey Peninsula College Parcels E19a.5, E38, and E40; City of Seaside Parcels E18.1.1, E18.1.3, E18.4, E23.2, E24, and E34; California State University Monterey Bay Parcel S1.3.2:

- A. The Grantee is hereby informed and does acknowledge that non-friable asbestos or asbestos-containing material (ACM) has been found on the Property. The Property may contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the U.S. Environmental Protection Agency (USEPA) have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.
- B. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.
- C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

5. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

Applicable to County of Monterey Parcels E11b.7.1.1, E19a.3, E19a.4, L20.2.1, and L20.3.1; Monterey Peninsula College Parcels E19a.5, E21b.3, E40, and F1.7.2; City of Seaside Parcels E18.1.1, E18.1.3, E18.4, E23.1, E23.2, E24, and E34; California State University Monterey Bay Parcel S1.3.2:

- A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed

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properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

- B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).
 - C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.
6. NOTICE OF THE PRESENCE OF CONTAMINATED GROUNDWATER AND COVENANT AGAINST ACCESS TO OR USE OF GROUNDWATER UNDERLYING THE PROPERTY FOR ANY PURPOSE

Applicable to County of Monterey Parcel E4.7.2; City of Marina Parcels E4.3.2.2, E4.7.1, E5a.1, and L5.10.1; California State University Monterey Bay Parcel S1.3.2:

- A. The groundwater beneath portions of the Property is contaminated with VOCs, primarily TCE and CT. The most recent data available (Report of Quarterly Monitoring, October through December 2005) indicates that Parcels E4.3.2.2, E4.7.1, E4.7.2, E5a.1, and L5.10.1 overlie the OUCTP where the concentration of CT in groundwater exceeds 0.5 µg/L. For the OUCTP area, the maximum CT concentration in the groundwater beneath the Property (Parcel L5.10.1) is 11 µg/L, as measured in monitoring well MW-BW-15-A. Depth to groundwater is approximately 68 to 100 feet below ground surface.
- B. The maximum concentrations of the chemicals of concern associated with the OUCTP detected in the groundwater monitoring on the Property (December 2005) are listed below. The quantity released of these compounds is unknown. The proposed OUCTP groundwater aquifer cleanup levels (ACLs), presented in the OUCTP Proposed Plan (May 2006) are provided for comparison. The Grantor will prepare a ROD documenting the decision on remedial action and ACLs for OUCTP.

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Chemicals of Concern in Groundwater and Aquifer Cleanup Levels

Chemical Name	Regulatory Synonym	CASRN*	RCRA Waste Number	Parcel	Well (MW or MP)	Maximum Concentration (µg/L)	ACL (µg/L)
Benzene	Benzol	71432	U019			ND	1.0
Carbon Tetrachloride	Methane, tetrachloro-	56235	U211	L5.10.1	-BW-15-A	11	0.5
Chloroform	Methane, trichloro-	67663	U044	L5.10.1	-BW-57-A	0.88	2.0
1,1-Dichloroethane	Ethane, 1,1-dichloro-	75343	U076			ND	5.0
1,2-Dichloroethane	Ethane, 1,2-dichloro-	107062	U077			ND	0.5
Cis-1,2-Dichloroethene	Ethene, 1,2-dichloro(E)	156592	U079			ND	6.0
1,2-Dichloropropane	Propane, 1,2-dichloro-	78875	U083			ND	1.0
Methylene Chloride	Methane, dichloro-	75092	U080	L5.10.1	-BW-57-A	0.26	5.0
Tetrachloroethene	Ethene, tetrachloro-	127184	U210	E4.3.2.2	-BW-63-A	0.64	5.0
Trichloroethene	Ethene, trichloro-	79016	U228	E4.7.2	-BW-42-345	6.3	5.0
Vinyl chloride	Ethene, chloro-	75014	U043	L5.10.1	-BW-30-467	0.38	0.1

*Chemical Abstract Services Registry Number

C. Restrictions and Conditions

- 1) The Property is within the "Prohibition Zone" of the "Special Groundwater Protection Zone". A CRUP for the Property will be established between the United States Army and the State of California (DTSC and the California Regional Water Quality Control Board, Central Coast Region). The Prohibition Zone encompasses the area overlying or adjacent to the four identified groundwater contamination plumes at the former Fort Ord. The Prohibition Zone is identified on the "Former Fort Ord Special Groundwater Protection Zone Map" (the Map), which is on file with the County of Monterey (the County). County Ordinance No. 04011 prohibits the construction of water wells within the Prohibition Zone.
- 2) The Grantee covenants for itself, its successors, and assigns not to access or use groundwater underlying the Property for any purpose. For the purpose of this restriction, "groundwater" shall have the same meaning as in CERCLA Section 101(12).
- 3) The Grantee covenants for itself, its successors, and assigns that neither the Grantee, its successors or assigns, nor any other person or entity acting for or on behalf of the Grantee, its successors or assigns, shall interfere with any response action being taken on the Property by or on behalf of the Grantor, or interrupt, relocate, or otherwise interfere or tamper with any remediation system or monitoring wells now or in the

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future located on, over, through, or across any portion of the Property without the express written consent of the Grantor in each case first obtained.

- 4) The Grantee covenants for itself, its successors, or assigns, that it will not undertake nor allow any activity on or use of the Property that would violate the restrictions contained herein. These restrictions and covenants are binding on the Grantee, its successors and assigns; shall run with the land; and are forever enforceable.

Applicable to County of Monterey Parcels L5.7, L20.2.1, and L32.1; California State University Monterey Bay Parcel S1.3.2:

- A. The Property is within the "Consultation Zone" of the "Special Groundwater Protection Zone". The Consultation Zone includes areas surrounding the "Prohibition Zone" where groundwater extraction may impact or be impacted by the four identified groundwater contamination plumes at the former Fort Ord. The Consultation Zone is also identified on the "Former Fort Ord Special Groundwater Protection Zone Map," which is on file with the County of Monterey (the County). County Ordinance No. 04011 requires consultation with the Grantor, the US EPA, the DTSC, the RWQCB, and the County for proposed water well construction within the Consultation Zone.
- B. The Grantee covenants for itself, its successors, and assigns not to access or use groundwater underlying the Property for any purpose without the prior written approval of the Grantor, the US EPA, the DTSC, the RWQCB and the County. For the purpose of this restriction, "groundwater" shall have the same meaning as in section 101(12) of CERCLA.
- C. The Grantee covenants for itself, its successors, and assigns that neither the Grantee, its successors or assigns, nor any other person or entity acting for or on behalf of the Grantee, its successors or assigns, shall interfere with any response action being taken on the Property by or on behalf of the Grantor, or interrupt, relocate, or otherwise interfere or tamper with any remediation system or monitoring wells now or in the future located on, over, through, or across any portion of the Property without the express written consent of the Grantor in each case first obtained.
- D. The Grantee covenants for itself, its successors, or assigns, that it will not undertake nor allow any activity on or use of the Property that would violate the restrictions contained herein. These restrictions and covenants are binding on the Grantee, its successors and assigns; shall run with the land; and are forever enforceable.

7. NOTICE OF THE PRESENCE OF THE FORT ORD LANDFILLS

Applicable to California State University Monterey Bay Parcel S1.3.2:

- A. Portions of the Property are located within 1,000 feet of the Fort Ord Landfills. Future landowners should refer to California Integrated Waste Management Board (CIWMB) regulations (Title 27 California Code of Regulations [27CCR], Section 21190), which

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identify protective measures for structures built on or within 1,000 feet of a landfill. The selected remedial action for the Fort Ord Landfills presented in the OU2 ROD (July 15, 1994) included placement of an engineered cover system over buried refuse, which was completed in December 2002.

- B. 27CCR requires that methane concentrations not exceed the lower explosive limit of 5% at the landfill boundary. In addition, trace gases must be controlled to prevent adverse acute and chronic exposure to toxic and/or carcinogenic compounds. In accordance with 27CCR, methane and volatile organic compounds (VOCs) are monitored at the Fort Ord Landfills boundary and a landfill gas extraction and treatment system is in operation to extract and treat both methane and VOCs where methane would otherwise exceed the 5% standard at the landfill boundary.
- C. The Grantor conducted a screening human health risk assessment (HHRA) to evaluate the potential health risks associated with potential residential exposure to VOCs in ambient air in the vicinity of the Fort Ord Landfills. The HHRA determined no further corrective action was necessary to address risks or hazards from VOCs potentially originating from the Fort Ord Landfills. The USEPA provided comments to the Draft HHRA in a letter dated November 8, 2004, in which it concurred that the Fort Ord Landfills are not contributing significantly to VOC concentrations in ambient air downwind of the Fort Ord Landfills. The DTSC provided comments in a memorandum dated November 17, 2004, in which it concurred that risks upwind and downwind of the Fort Ord Landfills are approximately equal.

8. NOTICE OF RARE, THREATENED AND ENDANGERED SPECIES MANAGEMENT

Applicable to County of Monterey Parcels E4.7.2, E18.1.2, E19a.1, L20.5.4, L20.8, L20.18, and L32.1; City of Del Rey Oaks Parcels L20.13.1.2, and L20.13.3.1; City of Marina Parcels E4.3.2.2, E4.7.1, E5a.1, L5.10.1; City of Monterey Parcel E29.1; City of Seaside Parcels E18.1.1, E18.1.3, E18.4, and E20c.2; Monterey Peninsula College Parcels F1.7.2 and L23.2:

The Grantee acknowledges and agrees to implement the following provisions, as applicable, relative to listed species:

- A. The Property is within a Habitat Management Plan (HMP) Development Area. No resource conservation requirements are associated with the HMP for these parcels. However, small pockets of habitat may be preserved within and around the Property.
- B. The March 30, 1999 Biological and Conference Opinion on the Closure and Reuse of Fort Ord, Monterey County, California (1-8-99-F/C-39R), the Biological Opinion on the Closure and Reuse of Fort Ord, Monterey County, California, as it affects Monterey Spineflower Critical Habitat, (1-8-01-F-70R), and the Biological Opinion for the Cleanup and Reuse of Former Fort Ord, Monterey County, California, as it affects California Tiger Salamander and Critical Habitat for Contra Costa Goldfields Critical Habitat (1-8-04-F-25R) identify sensitive biological resources that may be salvaged for use in restoration activities within reserve areas, and allows for development of the Property.

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- C. The HMP does not exempt the Grantee from complying with environmental regulations enforced by Federal, State, or local agencies; however, CERCLA remedial actions undertaken by the Grantee will be conducted in accordance with the Army's requirements identified in Chapter 3 of the HMP and in existing Biological Opinions. Reuse activities not involving CERCLA may require the Grantee to obtain Endangered Species Act (ESA) (16 U.S.C. §§ 1531 - 1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service (USFWS); comply with prohibitions against take of listed animals under ESA Section 9; comply with prohibitions against the removal of listed plants occurring on federal land or the destruction of listed plants in violation of any state laws; comply with measures for conservation of state-listed threatened and endangered species and other special-status species recognized by California ESA, or California Environmental Quality Act (CEQA); and comply with local land use regulations and restrictions.
- D. The HMP serves as a management plan for both listed and candidate species, and is a prelisting agreement between the USFWS and the local jurisdiction for candidate species that may need to be listed because of circumstances occurring outside the area covered by the HMP.
- E. Implementation of the HMP would be considered suitable mitigation for impacts to HMP species within HMP prevalent areas and would facilitate the USFWS procedures to authorize incidental take of these species by participating entities as required under ESA Section 10. No further mitigation will be required to allow development on the Property unless species other than HMP target species are proposed for listing or are listed.
- F. The HMP does not authorize incidental take of any species listed as threatened or endangered under the ESA by entities acquiring land at the former Fort Ord except for those lands undergoing a CERCLA remedial action. The USFWS has recommended that all non-federal entities acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental take permits for the species covered in the HMP. The definition of "take" under the ESA includes to harass, harm, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct. Although the USFWS will not require further mitigation from these entities that are in conformation with the HMP, those entities without incidental take authorization would be in violation of the ESA if any of their actions resulted in the take of a listed animal species. To apply for a Section 10 (a)(1)(B) incidental take permit, an entity must submit an application form (Form 3-200), a complete description of the activity sought to be covered by the permit, and a conservation plan (50 CFR 17.22[b]).

Applicable to County of Monterey Parcels E11b.6.1, E11b.7.1.1, E11b.8, E19a.2, E19a.3, E19a.4, L5.7, L20.2.1, L20.3.1, L20.3.2, L20.5.1, L20.5.2, L20.5.3, and L20.19.1.1; City of Seaside Parcels E23.1, E23.2, E24, and E34; Monterey Peninsula College Parcels E19a.5, E21b.3, E38, E39, E40, E41, and E42; California State University Monterey Bay Parcel S1.3.2; Monterey Peninsula Regional Park District Parcel L6.2:

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- A. The Property contains habitat occupied and/or potentially occupied by several sensitive wildlife and plant species, some of which are listed or proposed for listing as threatened or endangered under the Endangered Species Act (ESA). Applicable laws and regulations restrict activities that involve the potential loss of populations and habitats of listed species. To fulfill Grantor's commitment in the Fort Ord Disposal and Reuse Environmental Impact Statement Record of Decision, made in accordance with the National Environmental Policy Act of 1969, 42 U.S.C 4321 et seq., this deed requires the conservation in perpetuity of these sensitive wildlife and plant species and their habitats consistent with the U.S. Fish and Wildlife Service Biological Opinions for disposal of the former Fort Ord lands issued pursuant to Section 7 of the ESA on March 30, 1999, October 22, 2002, and March 14, 2005 respectively. By requiring Grantee, and its successors and assigns to comply with the Installation-Wide Multispecies Habitat Management Plan (HMP), Grantor intends to fulfill its responsibilities under Section 7 of the ESA and to minimize future conflicts between species protection and economic development of portions of the Property.
- B. Grantee acknowledges that it has received a copy of the HMP dated April 1997. The HMP, which is incorporated herein by reference, provides a basewide framework for disposal of lands within former Fort Ord wherein development and potential loss of species and/or habitat is anticipated to occur in certain areas of the former Fort Ord (the HMP Development Areas) while permanent species and habitat conservation is guaranteed within other areas of the former Fort Ord (i.e., the HMP Reserve and Corridor parcels). Disposal of former Fort Ord lands in accordance with and subject to the restrictions of the HMP is intended to satisfy the Army's responsibilities under Section 7 of the ESA.
- C. The following parcels of land within the Property hereby conveyed or otherwise transferred to Grantee are subject to the specific use restrictions and/or conservation, management, monitoring, and reporting requirements identified for the parcel in the HMP:
- 1) Habitat Reserve Parcels: E11b.6.1, E11b.7.1.1, E19a.2, E19a.4, E39, E41, E42, L6.2, and E38;
 - 2) Habitat Corridor Parcel: L20.2.1;
 - 3) Habitat Reserve within the Development with Reserve Areas or Development with Restrictions Parcels numbered: L20.3.1, L20.3.2, L20.5.1, L20.5.2, and L20.5.3;
 - 4) Borderland Development Areas along Natural Resources Management Area (NRMA) Interface Parcels numbered: E11b.8, E19a.3, E19a.5, E21b.3, E40, L5.7, L20.19.1.1, S1.3.2, E23.1, E23.2, E24, and E34.
- D. Any boundary modifications to the Development with Reserve Areas or Development with Restrictions parcels or the Borderland Development Areas Along NRMA Interface

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must be approved in writing by the U.S. Fish and Wildlife Service (USFWS) and must maintain the viability of the HMP for permanent species and habitat conservation.

- E. The HMP describes existing habitat and the likely presence of sensitive wildlife and plant species that are treated as target species in the HMP. Some of the target species are currently listed or proposed for listing as threatened or endangered under the ESA. The HMP establishes general conservation and management requirement applicable to the Property to conserve the HMP species. These requirements are intended to meet mitigation obligations applicable to the Property resulting from the Army disposal and development reuse actions. Under the HMP, all target species are treated as if listed under the ESA and are subject to avoidance, protection, conservations and restoration requirements. Grantee shall be responsible for implementing and funding each of the following requirements set forth in the HMP as applicable to the Property:
- 1) Grantee shall implement all avoidance, protection, conservation and restoration requirements identified in the HMP as applicable to the Property and shall cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.
 - 2) Grantee shall protect and conserve the HMP target species and their habitats within the Property, and, other than those actions required to fulfill a habitat restoration requirement applicable to the Property, shall not remove any vegetation, cut any trees, disturb any soil, or undertake any other actions that would impair the conservation of the species or their habitats. Grantee shall accomplish the Resource Conservation Requirements and Management Requirements identified in Chapter 3 and 4 of the HMP as applicable to any portion of the Property.
 - 3) Grantee shall manage, through an agency or entity approved by USFWS, each HMP parcel, or portion thereof, within the Property that is required in the HMP to be managed for the conservation of the HMP species and their habitats, in accordance with the provisions of the HMP.
 - 4) Grantee shall either directly, or indirectly through its USFWS approved habitat manager, implement the management guidelines applicable to the parcel through the development of a site-specific management plan. The site-specific habitat management plan must be developed and submitted to USFWS (and, for non-Federal recipients, California Department of Fish and Game (CDFG) as well) for approval within six months from the date the recipient obtains title to the parcel. Upon approval by USFWS (and, as appropriate, CDFG) the recipient shall implement the plan. Such plans may thereafter be modified through the Coordinated Resource Management and Planning (CRMP) process or with the concurrence of USFWS (and, as appropriate, CDFG) as new information or changed conditions indicate the need for adaptive management changes. The six-month deadline for development and submission of a site-specific management plan may be extended by mutual agreement of USFWS, CDFG (if appropriate), and the recipient.

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- 5) Grantee shall restrict access to the Property in accordance with the HMP, but shall allow access to the Property, upon reasonable notice of not less than 48 hours, by USFWS and its designated agents, for the purpose of monitoring Grantee's compliance, and for such other purposes as are identified in the HMP.
- 6) Grantee shall comply with all monitoring and reporting requirements set forth in the HMP that are applicable to the Property, and shall provide an annual monitoring report, as provided for in the HMP, to the Bureau of Land Management (BLM) on or before November 1 of each year, or such other date as may be hereafter agreed to by USFWS and BLM.
- 7) Grantee shall not transfer, assign, or otherwise convey any portion of, or interest in, the Property subject to the habitat conservation, management or other requirements of the HMP, without the prior written consent of Grantor, acting by and through the USFWS (or designated successor agency), which consent shall not be unreasonable withheld. Grantee covenants for itself, its successors and assigns, that it shall include and otherwise make legally binding the provisions of the HMP in any deed, lease, right of entry, or other legal instrument by which Grantee divests itself of any interest in all or a portion of the Property. The covenants, conditions, restrictions and requirements of this deed and the provisions of the HMP shall run with the land. The covenants, conditions, restrictions and requirements of this deed and the HMP benefit the lands retained by the Grantor that formerly comprised Fort Ord, as well as the public generally. Management responsibility for the Property may only be transferred as a condition of the transfer of the Property, with the consent of the USFWS. USFWS may require the establishment of a perpetual trust fund to pay for the management of the Property as a condition of transfer of management responsibility from Grantee.
- 8) This conveyance is made subject to the following ENFORCEMENT PROVISIONS:
 - a) Grantor hereby reserves a reversionary interest in all of the Property. If Grantor (or its assigns), acting through the USFWS or a designated successor agency, determines that those parcels identified in Paragraph c. above or any other portion of the Property subject to a restriction or other requirement of the HMP is not being conserved and/or managed in accordance with the provisions of the HMP, then Grantor may, in its discretion, exercise a right to reenter the Property, or any portion thereof, in which case, the Property, or those portions thereof as to which the right of reentry is exercised, shall revert to Grantor. In the event that Grantor exercises its right of reentry as to all or portions of the Property, Grantee shall execute any and all documents that Grantor deems necessary to perfect or provide recordable notice of the reversion and for the complete transfer and reversion of all right, title and interest in the Property or portions thereof. Subject to applicable federal law, Grantee shall be liable for all costs and fees incurred by Grantor in perfecting the reversion and transfer of title. Any and all improvements on the Property, or those portions thereof reverting back to

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Grantor, shall become the property of Grantor and Grantee shall not be entitled to any payment therefore.

- b) In addition to the right of reentry reserved in paragraph a. above, if Grantor (or its assigns), acting through the USFWS or a successor designated agency, determines that Grantee is violating or threatens to violate the provisions of paragraph 8 of this deed or the provisions of the HMP, Grantor shall provide written notice to Grantee of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the provisions of Paragraph 8 of this deed or the provisions of the HMP, to restore the portion of the Property so injured. If Grantee fails to cure a violation within sixty (60) days after receipt of notice thereof from Grantor, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, or fails to continue to diligently cure such violation until finally cured, Grantor may bring an action at law or in equity in a court of competent jurisdiction to enforce the covenants, conditions, reservations and restrictions of this deed and the provisions of the HMP, to enjoin the violation, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the covenants, conditions, reservations and restrictions of this deed or the provisions of the HMP, or injury to any conservation value protected by this deed or the HMP, and to require the restoration of the Property to the condition that existed prior to such injury. If Grantor, in its good faith and reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the species and habitat conservation values of the Property, Grantor may pursue its remedies under this paragraph without prior notice to Grantee, or without waiting for the period provided for the cure to expire. Grantor's rights under this paragraph apply equally in the event of either actual or threatened violations of covenants, conditions, reservations and restrictions of this deed or the provisions of the HMP, and Grantee acknowledges that Grantor's remedies at law for any of said violations are inadequate and Grantor shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantor may be entitled, including specific performance of the covenants, conditions, reservations and restrictions of this deed and the provisions of the HMP.
- c) Enforcement of the covenants, conditions, reservations and restrictions in this deed and the provisions of the HMP shall be at the discretion of Grantor, and any forbearance by Grantor to exercise its rights under this deed and the HMP in the event of any such breach or violation of any provision of this deed or the HMP by Grantee shall not be deemed or construed to be a waiver by Grantor of such provision or of any subsequent breach or violation of the same or any other provision of this deed or the HMP or of any of Grantor's rights under this deed or the HMP. No delay or omission by Grantor in the exercise of any right or remedy upon any breach or violation by Grantee shall impair such right or remedy or be construed as a waiver.

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- d) In addition to satisfying Army's responsibilities under Section 7 of the ESA, Grantee's compliance with the covenants, conditions, reservations and restrictions contained in this deed and with the provisions of the HMP are intended to satisfy mitigation obligations included in any future incidental take permit issued by USFWS pursuant to Section 10(a)(1)(B) of the Endangered Species Act which authorizes the incidental take of a target HMP species on the Property. Grantee acknowledges that neither this deed nor the HMP authorizes the incidental take of any species listed under the ESA except while conducting CERCLA remedial actions consistent with Chapter 3 of the HMP and in accordance with the existing biological opinions. Authorization to incidentally take any target HMP wildlife species as a result of reuse activities must be obtained by Grantee separately, or through participation in a broader habitat conservation plan and Section 10(a)(1)(B) permit based on the HMP and approved by USFWS.

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Parcel Number	Notice of Hazardous Substance Storage, Release or Disposal	Notice of Petroleum Product Storage, Release or Disposal	Notice of the Potential for Munitions and Explosives of Concern	Notice of the Presence of Asbestos	Notice of the Presence of Lead-Based Paint	Notice of Contaminated Groundwater	Notice of Proximity to Landfill	Notice of Rare, Threatened, and Endangered Species Management
County of Monterey								
E11b.6.1	NA	NA	Yes	NA	NA	NA	NA	Yes
E11b.7.1.1	Yes	NA	Yes	NA	Yes	NA	NA	Yes
E11b.8	NA	NA	Yes	Yes	NA	NA	NA	Yes
E4.7.2	Yes	NA	Yes	NA	NA	Yes ¹	NA	Yes ³
E18.1.2	Yes	NA	Yes	NA	NA	NA	NA	Yes ³
E19a.1	Yes	NA	Yes	NA	NA	NA	NA	Yes ³
E19a.2	Yes	NA	Yes	NA	NA	NA	NA	Yes
E19a.3	Yes	NA	Yes	Yes	Yes	NA	NA	Yes
E19a.4	Yes	NA	Yes	Yes	Yes	NA	NA	Yes
L5.7	NA	NA	Yes	NA	NA	Yes ²	NA	Yes
L20.2.1	NA	NA	Yes	Yes	Yes	Yes ²	NA	Yes
L20.3.1	Yes	NA	Yes	Yes	Yes	NA	NA	Yes
L20.3.2	Yes	NA	Yes	NA	NA	NA	NA	Yes
L20.5.1	Yes	NA	Yes	NA	NA	NA	NA	Yes
L20.5.2	Yes	NA	Yes	NA	NA	NA	NA	Yes
L20.5.3	NA	NA	Yes	NA	NA	NA	NA	Yes
L20.5.4	NA	NA	Yes	NA	NA	NA	NA	Yes ³
L20.8	Yes	NA	Yes	NA	NA	NA	NA	Yes ³
L20.18	NA	NA	Yes	NA	NA	NA	NA	Yes ³
L20.19.1.1	NA	NA	Yes	NA	NA	NA	NA	Yes
L32.1	NA	Yes	Yes	NA	NA	Yes ³	NA	Yes ³
City of Del Rey Oaks								
L20.13.1.2	NA	NA	Yes	NA	NA	NA	NA	Yes ³
L20.13.3.1	NA	NA	Yes	NA	NA	NA	NA	Yes ³
City of Marina								
E4.3.2.2	Yes	NA	Yes	Yes	NA	Yes ¹	NA	Yes ³
E4.7.1	Yes	NA	Yes	NA	NA	Yes ¹	NA	Yes ³
E5a.1	Yes	NA	Yes	Yes	NA	Yes ¹	NA	Yes ³
L5.10.1	Yes	NA	Yes	NA	NA	Yes ¹	NA	Yes ³
City of Monterey								
E29.1	NA	NA	Yes	NA	NA	NA	NA	Yes ³
City of Seaside								
E18.1.1	NA	NA	Yes	Yes	Yes	NA	NA	Yes ³
E18.1.3	NA	Yes	Yes	Yes	Yes	NA	NA	Yes ³
E18.4	NA	NA	Yes	NA	Yes	NA	NA	Yes ³
E20c.2	NA	NA	Yes	NA	NA	NA	NA	Yes ³
E23.1	Yes	NA	Yes	NA	Yes	NA	NA	Yes
E23.2	Yes	NA	Yes	Yes	Yes	NA	NA	Yes
E24	Yes	NA	Yes	Yes	Yes	NA	NA	Yes
E34	Yes	NA	Yes	Yes	Yes	NA	NA	Yes
California State University Monterey Bay								
S1.3.2	Yes	Yes	Yes	Yes	Yes	Yes ¹	Yes	Yes
Monterey Peninsula College								
E19a.5	Yes	NA	Yes	Yes	Yes	NA	NA	Yes
E21b.3	NA	NA	Yes	NA	Yes	NA	NA	Yes
E38	NA	NA	Yes	Yes	NA	NA	NA	Yes
E39	NA	NA	Yes	NA	NA	NA	NA	Yes
E40	NA	NA	Yes	Yes	Yes	NA	NA	Yes
E41	NA	NA	Yes	NA	NA	NA	NA	Yes
E42	NA	NA	Yes	NA	NA	NA	NA	Yes
F1.7.2	Yes	NA	Yes	NA	Yes	NA	NA	Yes ³
L23.2	NA	NA	Yes	NA	NA	NA	NA	Yes ³
Monterey Peninsula Regional Park District								
L6.2	NA	NA	Yes	NA	NA	NA	NA	Yes
Yes ¹	This parcel lies within the "Prohibition Zone" of the "Special Groundwater Protection Zone."							
Yes ²	This parcel lies within the "Consultation Zone" of the "Special Groundwater Protection Zone."							
Yes ³	Habitat Management Plan (HMP) development parcel. Lands designated as "Development" have no management restrictions placed upon them as a result of the HMP.							

February 20, 2025
City Council Regular Meeting

Item 8.M.

ADOPT A RESOLUTION APPROVING DRAFT DEEDS FOR
TRANSFERS OF FORMER FORT ORD PROPERTY TO MARINA
COAST WATER DISTRICT IN ACCORDANCE WITH THE 2010
LAND TRANSFER AND WATER SERVICE AGREEMENT

[Attachment 7 – Seaside Land Transfer Agreement](#)



CITY OF SEASIDE STAFF REPORT

Item No.: 8.N.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Patrick Grogan, Associate Engineer
Thomas Korman, Public Works Director/City Engineer

DATE: February 20, 2025

**SUBJECT: REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY
COMMITTEE RECOMMENDATION FOR RED CURB ON WANDA
AVENUE**

RECOMMENDATION

Approve the installation of 13 feet of red curb on the east side of the driveway approach for 1092 Wanda Avenue.

BACKGROUND

The Traffic Advisory Committee (TAC) reviewed and provided a recommendation regarding the application at the regular meeting on January 21, 2025.

Staff received the Traffic Advisory Committee Request Application (attachment), dated December 6, 2024, from a resident requesting the installation of red curb on the east side of the driveway approach at 1092 Wanda Avenue. The resident noted visibility concerns when vehicles park near the driveway, difficulty exiting the driveway, and vehicles partially blocking his driveway.

Wanda Avenue is classified as a residential street, with a posted speed limit of 25 miles per hour (mph) and one lane of traffic in each direction. Wanda Avenue is approximately 39 ft. wide, measured from face of curb to face of curb with parallel parking on both sides of the street. Sidewalks measuring approximately 4 feet wide are present on both sides of the street. Single-family residences are located along both sides of this block of Wanda Avenue. The applicant's driveway is approximately 17 feet wide at the back of the sidewalk. The distance to the next driveway approach to the east is approximately 13 feet, which is not sufficient space for one parking spot. The

distance to the next driveway to the west is approximately 73 feet, enough for 3 full parallel parking spaces. A standard parallel parking space is 20 feet long. The applicant provided pictures of vehicles partially blocking his driveway.

Placing red curb on the east side of this driveway approach would help with the applicant's ability to maneuver in and out of the driveway, as well as improve visibility when exiting the driveway. Staff recommends installing 13 feet of red curb on the east side of the driveway at 1092 Wanda Avenue, as it will not reduce the number of parking spots available on the street.

FISCAL IMPACT

There is no fiscal impact associated with this item. The cost to paint the curb would be paid by the applicant.

ATTACHMENTS

1. TAC Request Application - 1092 Wanda Ave
-

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager



APPLICATION FEE PER THE CURRENT ADOPTED FEE SCHEDULE

Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3rd Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: Raymundo Muñoz y Jose Muñoz Date: 12-6-24
Address: Jos 1092 Wanda Ave Seaside CA Phone: [REDACTED]

Type of Request (check all that apply):

- ☐ Parking Designations ☐ Crosswalk ☒ Curb Markings (White, Yellow, etc.)
☐ Warning Sign ☐ Traffic Signal/Stop Sign ☐ Signing/Striping
☐ Other _____

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: Paint red curb on Part of sidewalk
area at my Parking garage

Request: Please come with a Spanish speaker.

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.

TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a Council Member; Director of Public Works; Chief of Police; Director of Community Development; and the Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

Upon submittal of a request, staff will place the request on the next available TAC agenda for a future scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next available scheduled meeting.

Fees

Fees will be collected prior to installation of any approved requests that directly benefits the applicant, such as limited timed parking, white zones, etc. Prior to any required maintenance of the improvement, the same fee will apply and be billed to the applicant. The following fees have been determined based upon the cost of staff time and material for installation:

Description	Fee*
Marking curb – per curb (20' maximum length)	Per current adopted fee schedule
Installation of one sign	

* Fees subject to change per City Council approved fee schedule. Fee determined by date of application.

PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, Raymundo Moniz understand that should my request be approved by the Traffic Advisory Committee and City Council, I will be responsible for the fee prior to the installation of my request. I also understand that if approved by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department for any required maintenance and I will be charged the corresponding fee.


Applicant Signature

12-6-24
Date



Install 13 feet of red curb to the east of the driveway at 1092 Wanda Avenue.



View facing property



View to the west



View of the area subject to requested red curb

Selected pictures provided by applicant below











CITY OF SEASIDE STAFF REPORT

Item No.: 8.O.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Andreas Baer, Senior Engineer

DATE: February 20, 2025

SUBJECT: ADOPT A RESOLUTION AMENDING THE LOAN AGREEMENT BETWEEN THE SEASIDE MUNICIPAL WATER SYSTEM (SMWS) AND THE CITY OF SEASIDE (CITY) TRANSFERRING 337 AF OF RECYCLED WATER TO THE CITY, AND REDUCING THE LOAN PRINCIPAL, AND AUTHORIZE THE CITY'S FINANCE DIRECTOR TO MAKE ALL NECESSARY FINANCIAL ADJUSTMENTS

RECOMMENDATION

Adopt a resolution amending a loan agreement between SMWS and the City of Seaside transferring recycled water capacity to the City of Seaside and reducing the loan value as follows:

1. Transfer responsibility for the payment of 337 AF of recycled water capacity to the City of Seaside from SMWS, and;
2. Reduce the \$7,522,232.14 loan principal by \$5,674,017.14 bringing it to \$1,293,750, and;
2. Credit SMWS for all interest paid for the 337 AF of water to date, and;
3. Transfer rights to all payments received from the Ascent Seaside LLC for water credits from SMWS to the City, and;
3. Allow the remaining 70 AF of water credits to be paid for at the existing 20-year interfund loan term, and;
4. Authorize the City's Finance Director to make all amendments.

BACKGROUND

On August 18th, 2022 Council adopted a resolution "AUTHORIZING THE PAYMENT OF \$7,522,232.14 TO MARINA COAST WATER DISTRICT FOR A CAPACITY CHARGE TO SECURE 407 AF OF RECYCLED WATER FOR THE BAYONET BLACK HORSE GOLF COURSE AND AUTHORIZE AN INTERFUND LOAN FROM THE CITY'S GENERAL FUND TO THE SEASIDE MUNICIPAL WATER SYSTEM FOR THE SAME AMOUNT AND AUTHORIZING THE CITY'S FINANCE DIRECTOR TO MAKE ALL NECESSARY BUDGET ADJUSTMENTS TO THE FISCAL YEAR 2022-2023 ADOPTED BUDGET." This action converted the Bayonet Black Horse golf course from potable water to recycled water

augmenting the Seaside Groundwater Basin. It also frees up City of Seaside water allocations to covering regular over-drafting by SMWS, and allowing for most of the recent and planned development projects in the City to move forward despite a cease and desist water moratorium. The City authorized the payment of the capacity charge to move forward the in-lieu project to protect Seaside's water stability.

Although SMWS is Seaside's water entity, in this case the majority of the water purchase should have been made by the City of Seaside directly instead of SMWS. The City of Seaside's development agreements makes use of the water, and does not allow for SMWS to recoup the water costs. The 407 water credits purchased in 2022 are largely going to support development projects in areas outside the service area of SMWS, primarily CalAM Service area and Marina Coast Water District..

The 2024 SMWS revenues total approximately \$1,250,000. The current loan liabilities for the full \$7,522,232.14 are likely to be \$396,800 per year, 31% of revenues. This additional operating expense would result in approximately 30% cost increase to SMWS rate payers, and would go toward supporting development projects outside the service area.

The Seaside Groundwater Basin was adjudicated in 2007. As a result the SMWS has cuts its usage from 332.2 AF per year in 2006 to average 182.2 AF per year in recent years. SMWS currently has a water allocation of 120.28 AF per year and is exceeding it's pumping allotment by approximately 61.9AF per year. Usage varies from year to year and SMWS estimates that it needs a 70AF per year to cover its usage. Currently, SMWS has a financial balance to pay for its overpumping, but once that is depleted, will rely upon the estimate 70 acre feet per year needed from the inlieu water project.

All water capacity in excess of what is needed by SMWS should be transferred back to the City of Seaside and absorbed by the general fund so that SMWS rate payers do not pay for water capacity fees already committed to projects outside of the SMWS. The City of Seaside intends to use the water and the water credits generated to address development projects outside the SMWS.

The August 18th, 2022 staff report explained that the SMWS "will have the ability to repay the loan once water credits have accumulated and have been allocated to development projects." Repayment terms were set up with a 22-month deferral period allowing for the water capacity to be resold before SMWS was obligated to begin payments on 20-year term based on the local agency investment fund (LAIF) average annual yield rate of 0.371%. However, most of the water SMWS received had already been allocated to existing development projects and is not available to be resold. In addition the (LAIF) is an adjustable rate as shown in Figure 1 below and has increased substantially to 4.62% (Dec. 2024) and may continue to increase affecting the regular loan payment.

FIGURE 1: LAIF interest rate historical trend.

The 405 AF of recycled water that was purchased to generate equivalent fresh water capacity came online in January 2023. Water allocations received from this agreement are based on the actual recycled water used by the Bayonet Black Horse golf course, and limited to 405 AF per year. In FY 23, the purchase generated 365 AF. In FY24, the purchase generated 392.8 AF. Both years' water credit yields have been below the full purchase amount.

EXISTING WATER COMMITMENTS

Water credits generated from the 407 acre feet per year are intended to create a water credit bank to allow projects located within the City to move forward within the CalAM service area, during the time of the Cease and Desist moratorium, the remaining amount will be used to fulfill the remaining water demand for the Campus Town project, Phase 2. The City has already allocated 180.6 of its Fort Ord water allocation and 45.83 of its recycled water allocation to the Campus Town Planning area and has committed to fulfill any additional amounts for Phase 2 estimated at 130.2 acre feet. The City has re-stated its commitment to the KB Bakewell Seaside Venture for the Phase 2 build of Campus Town. Until the Phase 2 part of Campus Town has been pushed out, the City's in lieu water at the golf course, continues to accrue, establishing a water bank prior to the ongoing commitments to Campus Town are fulfilled.

The In Lieu Program is in Year 2 of the truing process and to date has generated water credits which will be used inside the City to leverage water supplies and connections during the existence of the water moratorium. Currently, the program has generated the following water credits:

YEAR 1: 385 AF

YEAR 2: 392.7 AF

On November 1st 2023, the City of Seaside by and through its municipal water company committed 13 AF of water per year or 260 AF of water credits over 20 years from the MCWD purchase to Ascent Seaside LLC for the Ascent Broadway Project with a reimbursement plan to pay for that water at the rate of \$240,267.85 for the capacity fee, plus the ongoing operating costs related to the ongoing costs of paying for water.

The total capacity and operating costs were spread over 20 years. This charge does not account for interest accrued on the principal or administrative costs, primarily because at the time of the agreement these costs were not full fleshed out.

Additionally, the Ascent Seaside water will be replaced with CalAM water allocation once the cease and desist order is lifted. Future water credit agreements should include the fully burdened cost.

June 20th, 2024 a staff report titled ADOPT A RESOLUTION CONFIRMING SOURCES OF FUTURE WATER SUPPLY FOR THE KB BAKEWELL SEASIDE VENTURE II RESIDENTIAL AND COMMERCIAL DEVELOPMENT LOCATED WITHIN THE CAMPUS TOWN SPECIFIC PLANNING AREA was approved confirming an additional 130.2 AF of water would be available from the 407 AF recycled water purchase with no new compensation paid to SMWS. Once the yearly allocation is provided to Campus Town, the In Lieu Program will not be substantially adding to the water credit bank at the same rate it is today.

REPAYMENT FOR WATER

The Campus Town development agreement is between the City of Seaside and KB Blackwell. The Campus Town Improvement reimbursement charge will be collected by the City according to the agreement "at the time the developer applies for any City approval and/or permit to authorize grading or construction." The initial charge to the developer will be \$46,987 per single-family residential unit, \$23,493 per multi-family residential unit, \$10 per square foot of commercial developed and \$1,000 per hotel room.

The revenue from the development agreement between KBB and the City of Seaside as well as the Ascent Broadway Project will repay the City of Seaside general fund over time for the balance of the \$7,522,232.14 expense. The remainder will be paid for by SMWS through the amended loan agreement over the next 18 years for its much needed capacity.

ENVIRONMENTAL DETERMINATION

This is not a project under CEQA

FISCAL IMPACT

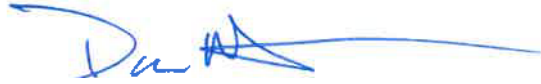
The fiscal impacts for the amendment of the loan agreement between SMWS and the City of Seaside are as follows:

1. General Fund: The general fund paid the \$7,522,232.14 for the 407 AF of water in 2022.
2. General Fund: The "interfund loan receivable" will be decreased by \$5,674,017.14.
3. Water fund: The water fund will reduce its \$7,522,232.14 loan liability to \$1,293,750 and continue to pay the loan with interest for the remainder of the loan. period. Any interest paid on the \$5,674,017.14 for water allotted for outside development will be calculated and reimbursed to the SMWS.
4. Any water charges related to the 70AF of water retained by SMWS will be paid by SMWS, Any water charges for the 337 will be paid for by the general fund.

ATTACHMENTS

1. Resolution
 2. Capacity Fees_Interfund Loan
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, appearing to read "Dan Meewis", with a long horizontal flourish extending to the right.

Dan Meewis, Interim City Manager

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION AMENDING THE LOAN AGREEMENT BETWEEN THE SEASIDE MUNICIPAL WATER SYSTEM (SMWS) AND THE CITY OF SEASIDE (CITY) TRANSFERRING 337 AF OF RECYCLED WATER TO THE CITY, AND REDUCING THE LOAN PRINCIPAL, AND AUTHORIZE THE CITY'S FINANCE DIRECTOR TO MAKE ALL NECESSARY FINANCIAL ADJUSTMENTS

WHEREAS, On August 18th, 2022 the City of Seaside adopted a resolution authorizing the Seaside Municipal Water System (SMWS) to purchase 407 AF per year of recycled water with a loan from The City of Seaside's General fund, and;

WHEREAS, Interest is accruing on the \$7,522,232.14 at an adjustable rate tied to the local agency investment fund (LAIF) which was 0.371% in August 2022, and has increased substantially to 4.62% currently, and;

WHEREAS, The SMWS needs a 70 AF per year water allotment of water to cover its regular over drafting, and;

WHEREAS, The remaining 337 AF per year of water was intended in the August 18th 2022 resolution to be sold to developers by SMWS generating significant new revenue, and;

WHEREAS, on May 2nd 2024, The City of Seaside Council adopted a resolution extending 180.6 acre feet allocation of water and 45.83 recycled water per year for the kb bakewell seaside venture II residential and commercial development located within the campus town specific planning area, and;

WHEREAS, On November 1st 2023 the City of Seaside through its municipal water company committed 13 AF of water per year to the Ascent Seaside LLC Development, and;

WHEREAS, On June 20th 2024 The City of Seaside Council adopted a resolution confirming sources of future water supply for the KB Bakewell Seaside Venture II Residential and Commercial Development located within the Campus Town Specific Planning area confirming an additional 130.2 AF per year of water would be available for development, and;

WHEREAS, Repayment for the water committed to KB Bakewell Seaside Venture II Residential and Commercial Development located within the Campus Town Specific Planning area will be made to the general fund by the developer at the time the developer applies for any City approval and/or permit to authorize grading or construction." The initial charge to the developer will be \$46,987 per single-family residential unit, \$23,493 per multi-family residential unit, \$10 per square foot of commercial developed and \$1,000 per hotel room, and;

WHEREAS, the Seaside City Council has committed the 337 AF per Year of water to support existing and new development projects and SMWS cannot sell the water, and;

NOW, THEREFORE, BE IT RESOLVED that the City of Seaside authorizes amending the loan agreement, and;

BE IT FURTHER RESOLVED SMWS retains 70 AF per year to be paid for at the existing 20-year interfund loan term, and;

BE IT FURTHER RESOLVED SMWS shall be responsible for any ongoing water charges associated with the 70 AF of water retained by SMWS, and;

BE IT FURTHER RESOLVED that 337 AF of recycle water capacity and is transferred to the city of seaside from the SMWS, and;

BE IT FURTHER RESOLVED that the loan principal held by SMWS is reduced from 7,522,232.14 by \$5,674,017.14 to \$1,293,750.00, and;

BE IT FURTHER RESOLVED SMWS is credited for any interest paid toward the 337 AF per year of water, and;

BE IT FURTHER RESOLVED All rights to payment received from the Ascent Seaside LLC for water credits go toward the general fund, and;

BE IT FURTHER RESOLVED That the Seaside City Council authorize the finance director to make all amendments and financial changes.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside February 20, 2025 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

INTERFUND LOAN AGREEMENT

This Loan Agreement (“**Agreement**”) is executed as of September 1, 2022, between the Seaside Municipal Water System Fund (“**Borrower**”) and the City of Seaside General Fund (“**Lender**”). Lender agrees to lend to Borrower, and Borrower agrees to repay to Lender an amount not to exceed the Principal Amount and interest accrued on the unpaid loan balance, in accordance with the following:

- 1. Purpose of the Loan:** To provide funds for use by Borrower, to pay a capacity fee to the Marina Coast Water District which will facilitate the purchase of 407 acre feet (AF) of recycled water and result in 407 AF of potable water credits for borrower.
- 2. Principal Loan Amount:** Not to exceed Seven Million, Five Hundred Twenty Two, Two Hundred Thirty Two and 14/100 Dollars (\$7,522,232.14). The loan will be recorded as receivable to the Lender and payable to the Borrower.
- 3. Term of the Loan:** The term of this loan shall begin on September 1, 2022. Principal and interest payments will be deferred for twenty two (22) months and the repayment term will be twenty (20) years. The outstanding loan balance is to be repaid by June 30, 2044.
- 4. Scheduled Payments:** Borrower shall make payments each fiscal year beginning with FY2025. Such payments are due within thirty (30) days following the final closing of the Borrower’s Financial Books for each fiscal year. Repayments shall be made according to the amortization schedule attached to the Agreement as Exhibit A.
- 5. Repayment Source:** Borrower shall repay the loan using proceeds collected as capacity fees associated with the allocation of potable water credits. Borrower must maintain positive cash balance of at least 10% of its operating expense/expenditure budget to be able to repay the loan; excess cash balance (over the 10%) should be used to make scheduled payments and catch-up payments. Missed scheduled payments shall be reported by the Finance Department to the City Council.
- 6. Rate of Interest:** Interest shall accrue annually on June 30 on the outstanding loan balance at the State of California’s Local Agency Investment Fund Pooled Money Investment Account Average Annual Yield rate for fiscal year 2021/2022, which is 0.371%. Loan interest will be recorded as revenue to the Lender and expenditure to the Borrower.
- 7. General Provisions:** This Agreement constitutes the full Agreement by and between the parties and no other representations have been made regarding the contents of this Agreement. This Agreement shall not be amended, modified, or altered in any respect unless such amendment, modification or alteration has been reduced to writing and executed by both parties.

LENDER: **City of Seaside**
a municipal corporation and general law city

Fund Name: General Fund, No. 100

By: _____
Craig Malin, City Manager

BORROWER: **Seaside Municipal Water System,**
a municipal utility

Fund Name: Water Fund, No. 401

By: _____
Thomas Korman, City Engineer and
Fund Manager

Exhibit A

Amortization Schedule

Loan Amount : \$ 7,522,232.14
 Interest rate: 0.37%
 Loan term: 2 years deferred, 20 years repayment
 Total Interest \$374,519.98
 Start date: 9/1/2022

Amortization Schedule

Annual	Interest	Principal	Payment	Balance
6/30/2023	\$47,014	deferred	\$0	\$7,569,246
6/30/2024	\$28,082	deferred	\$0	\$7,597,328
6/30/2025	\$28,186	\$366,652	\$394,838	\$7,230,676
6/30/2026	\$26,826	\$368,012	\$394,838	\$6,862,665
6/30/2027	\$25,460	\$369,377	\$394,838	\$6,493,288
6/30/2028	\$24,090	\$370,748	\$394,838	\$6,122,540
6/30/2029	\$22,715	\$372,123	\$394,838	\$5,750,417
6/30/2030	\$21,334	\$373,504	\$394,838	\$5,376,913
6/30/2031	\$19,948	\$374,889	\$394,838	\$5,002,024
6/30/2032	\$18,558	\$376,280	\$394,838	\$4,625,744
6/30/2033	\$17,162	\$377,676	\$394,838	\$4,248,068
6/30/2034	\$15,760	\$379,077	\$394,838	\$3,868,991
6/30/2035	\$14,354	\$380,484	\$394,838	\$3,488,507
6/30/2036	\$12,942	\$381,895	\$394,838	\$3,106,612
6/30/2037	\$11,526	\$383,312	\$394,838	\$2,723,300
6/30/2038	\$10,103	\$384,734	\$394,838	\$2,338,566
6/30/2039	\$8,676	\$386,162	\$394,838	\$1,952,404
6/30/2040	\$7,243	\$387,594	\$394,838	\$1,564,810
6/30/2041	\$5,805	\$389,032	\$394,838	\$1,175,778
6/30/2042	\$4,362	\$390,475	\$394,838	\$785,302
6/30/2043	\$2,913	\$391,924	\$394,838	\$393,378
6/30/2044	\$1,459	\$393,378	\$394,838	\$0.00
Totals	\$374,519.98	\$7,597,328.00	\$7,896,752.20	



CITY OF SEASIDE STAFF REPORT

Item No.: 8.P.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Thomas Korman, Public Works Director/City Engineer

DATE: February 20, 2025

**SUBJECT: ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE
PROFESSIONAL SERVICE AGREEMENT WITH CALIFORNIA
PREMIER RESTORATION FOR ON-CALL PROPERTY CLEAN-UP
SERVICES FOR AN AMOUNT NOT TO EXCEED \$146,717.26**

RECOMMENDATION

Approve an amendment to the Professional Service Agreement with California Premier Restoration.

BACKGROUND

On July 6, 2023 the City awarded California Premier Restoration (CPR) a contract for on-call property clean-up services with the stated goals for CPR to provide on-call clean-up services to remove personal property stored on public property, including homeless encampments, alley ways, and other public property as needed. They have successfully been providing this service to the City over the last year and a half.

On December 8th, 2024, our sanitation department responded to a sewer mainline stoppage on a 12-inch sewer main located on Canyon Del Rey Boulevard. Our on-call staff arrived promptly at 1:30 p.m. and successfully cleared the blockage by 2:20 p.m. Unfortunately, this stoppage caused sewage to flood the downstairs area of City Hall, affecting the Police Department, with sewage emerging from all the floor drains in that department.

Due to the magnitude of the sewage cleanup, staff requested Amendment #4 on January 16th, 2024, to increase the PSA amount by \$33,440.77 for a total PSA amount of \$115,940.77. This previous amendment covered the cost of the initial emergency clean-up, giving time for staff to work with the contractor on the full amount of the

clean-up and restoration work resulting from the flooding.

Staff is requesting Amendment #5 to the PSA with CPR to increase the total PSA amount by \$146,717.26 to include \$15,735.91 to cover the cost of CPR's sewage loss service, \$91,201.35 for the restoration and remodel of the Police Department, and an additional \$39,780.00 for the remainder of invoices billed associated with the Police Department sewage flood.

Staff recommends adopting a resolution authorizing the City Manager to execute an amendment for an amount not to exceed \$146,717.26 to the professional service agreement with California Premier Restoration to cover the costs associated with the remodel and restoration of the Police Department while still having funds available for routine public property clean-up throughout the city as needed.

FISCAL IMPACT

The fiscal impact of Amendment #5 to the PSA with California Premier Restoration for costs associated with the Police Department sewage flood is \$146,717.26 for a total PSA of \$262,658.03. Costs for the PSA are covered by Public Works/Engineering Community Projects Subcontracted Work fund (Account No. 100-8430-2073) and the Government Buildings Facilities Repair/ Maintenance fund (Account No. 100-8310-8137).

ATTACHMENTS

1. Resolution
2. Amendment 5

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH CALIFORNIA PREMIER RESTORATION FOR ON-CALL PROPERTY CLEAN-UP SERVICES FOR AN AMOUNT NOT TO EXCEED \$146,717.26

WHEREAS, on July 6, 2023, the City awarded California Premier Restoration a contract for on-call property clean-up services; and

WHEREAS, On December 8, 2024, a sewer mainline stoppage caused sewage flooding in the downstairs are of City Hall, affecting the Police Department; and

WHEREAS, California Premier Restoration (CPR) conducted immediate cleanup efforts including removal of wet carpet and vacuuming; and

WHEREAS, on January 16, 2024, the City Council approved Amendment #4 to the PSA for a total of \$115,940.77 to cover the costs of the initial emergency clean-up; and

WHEREAS, staff is requesting Amendment #5 to the PSA with CPR to increase the total PSA amount by \$146,717.26 to cover the remainder of the costs associated with the Police Department sewage flood; and

WHEREAS, there are sufficient funds in the Public Works/Engineering Community Projects Subcontracted Work fund (Account No. 100-8430-2073) and the Government Buildings Facilities Repair/ Maintenance fund (Account No. 100-8310-8137) for CPR to perform the on-call clean-up services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an amendment with California Premier Restoration for On-Call Property Clean-Up services for an amount not to exceed \$146,717.26; and

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 20th day of February 2025, 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 #5
CONTRACTOR SERVICES
City of Seaside

Date: February 10, 2025

Change Requested by: X City/District Consultant

Contract Date

08/01/2023

Project Name

On-Call Property Clean Up Services

To (Contractor): California Premier Restoration Inc., 9821 Blue Larkspur Lane, Suite 200, Monterey, CA 93940

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, A3, A4, A5 and A6 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, A3, A4, A5 and A6.

MODIFY the following text in **Section 4, "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, A3, A4, A5 and A6 attached hereto.

MODIFY the following text in **Section 6, "Payment."**

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit D, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **ONE HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED SEVENTEEN AND TWENTY-SIX CENTS (\$146,717.26)** which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

CONTRACT AMENDMENT #5
CONTRACTOR SERVICES
City of Seaside

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$75,000.00	\$40,940.77	\$146,717.26	\$262,658.03
Original Contract Time	Original Completion Date	Months to Add (Including This Amendment)	Revised Completion Date
11 Months	June 30, 2024	12	June 30, 2025

SUBMITTED BY:		
	Thomas Korman PW Director / City Engineer	2/12/2025 2024
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Dan Mewis Interim City Manager	
Signature	Name and Title	Date
CONSULTANT ACCEPTANCE BY:		
	Michael Mosebach President	
Signature	Name and Title	Date

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

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

1. CONTRACTOR DUTIES AND RESPONSIBILITIES

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

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

2. CITY RESPONSIBILITIES

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

Attachment A

Guidelines for Property Identification

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

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

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

EXHIBIT A1

SCOPE OF WORK

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

1. CONTRACTOR DUTIES AND RESPONSIBILITIES

- 1.1 Contractor shall clean-up encampment sites and other areas as assigned by City. Preparation for clean-ups shall include: surveying sites, scheduling clean-ups with City staff, planning for clean-ups (labor, equipment, specialists, sub-contractors), procedural record keeping for each job as described below. Clean-ups shall include collecting and sorting of debris, shopping carts, e-waste, mattresses etc. **in public right of way**, separating out personal property (defined in Attachment A), dismantling temporary structures, removing trash, and disposing of all debris at the Monterey Peninsula Landfill or other appropriate disposal site. Contractor shall profile, manifest and dispose of materials excluded from disposal at said landfill (i.e. hazardous waste, universal waste, medical waste, and other items banned from landfills or transfer station) at a site permitted to accept such material.
- 1.2 As needed, Contractor will clean-up City alley ways on an on-call basis.
- 1.3 Contractor shall supply all labor, materials, tools, heavy machinery and equipment, vehicles, protective clothing, protective gear, portable bathroom facilities, dumpsters, and other supplies that may be required to remove large quantities of debris, litter, and waste. Such equipment, tools and protective gear shall be sufficient for all conditions including jobsites that may be located in heavy foliage, poison oak, steep embankments, by lakes, occasionally on private property (with permission granted), public right of way and other areas requiring alertness to the environment and pre- planning to prevent injury or illness.
- 1.4 Contractor shall coordinate with the City on a project-by-project basis to determine the scope for each encampment clean-up. The scope will establish the project start date, period of work, size/scope of the job, work location, the name and title of the onsite Contractor representative, and the estimated not-to-exceed cost of the clean- up. Additional specific instructions will be given at the work location.
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- 1.6 Contractor shall be responsible for the supervision/management of its crew and ensure all necessary safety procedures are followed. This individual will also serve as the contact person for all projects.
- 1.7 Contractor shall provide bags and tags, and identify and tag certain items as "personal property." Such items include but are not limited to items in good repair such as tents, backpacks, medication, eye glasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffel bags, bedrolls, blankets, watches, and clean clothing. The Contractor will transport identified property for storage to a site designated by City as directed by City Staff. Guidelines for the proper identification and classification of personal property may be found in Attachment A. In addition, the City will provide training and written instructions as required for the Contractor to help identify, sort, tag, photograph, and catalogue what will be retained as personal property. Contractor will also be responsible for posting notice at each clean-up site indicating contact information for reclaiming personal property.
- 1.8 Contractor shall photograph the encampment site before and after the clean-up to document the condition of the site and the date of the clean-up. Photographs of clean- up will be provided to the City electronically after completion of the clean-up. Photographs will include information specifying time and place where the photo was taken.

- 1.9 Contractor shall follow best practices work procedures to safely manage any hazardous materials that may be found on the jobsite, including urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Weapons or drugs will not be moved by the Contractor.
- 1.10 Contractor shall immediately contact the City Police Department in the event that weapons or drugs are found at the encampment.
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- 1.12 Contractor shall notify the City when the work is complete and provide a clean-up report for each site including total weight of debris removed.
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- 1.14 Contractor shall provide a representative, if requested by City, to attend regional encampment clean-up coordination meetings that involve multiple agencies, jurisdictions, and/or special interest organizations.
- 1.15 City reserves the right to cancel any given project if the City deems, in its sole discretion, that unsafe conditions exist at the site on the day of a planned event. The City will attempt to provide the Contractor with at least a 24 hour notice of any project cancellation.
- 1.16 Contractor shall perform work in a timely and efficient manner, and conduct themselves in a courteous and business-like fashion at all times.
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- 1.18 Contractor shall coordinate manifesting and billing between disposal site and the City so that landfill costs, including tipping fees, are billed directly to the City. Contractor shall provide proper documentations, such as manifests and weight tickets, for all wastes disposed of.

2. CITY RESPONSIBILITIES

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

EXHIBIT A2

California Premier Restoration
22 Lower Ragsdale Dr
Ste F
Monterey, CA 93940-5775
+18312752103
CaliforniaRestore.com



INVOICE

BILL TO

City Of Seaside
Seaside, CA 93955

INVOICE # 241202.1

DATE 12/18/2024

DUE DATE 12/18/2024

TERMS Due on receipt

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Emergency Services	City of Seaside City Hall 440 Harcourt Ave, Seaside 93955 Supporting Documents Attached	1	33,440.77	33,440.77

CPR is only charging for 5 days per piece of equipment to help keep the costs down. The equipment is still there but we are not charging. This is a progress billing to date, and we will prepare another billing at the conclusion of mitigation work.

BALANCE DUE

\$33,440.77



22 Lower Ragsdale Dr.
Suite F
Monterey, CA 93940
831-275-2301
831-275-4188 Fax
www.californiarestore.com

Project Activity Report - General Info

Job Number: 241202

Report Date: 12/18/2024 15:21

Contract Date: 12/8/24

Project Name	City of Seaside Sewage Loss Police Dept
Project Address	440 Harcourt Ave
City/ State/ Zip	Seaside, CA 93955

Is mailing address the same as project address?	Yes
---	-----

Mailing Address	440 Harcourt Ave
City/ State/ Zip	Seaside, CA 93955

Is the home owner occupied?	Yes
-----------------------------	-----

Renter's Name	N/A
Renter's Phone	N/A
Renter's Email	N/A

Project Type	Other
--------------	-------

Owner 1 (Primary) Name	City of Seaside
Owner 1 (Primary) Phone	
Owner 1 (Primary) Email	

Owner 2 Name	
Owner 2 Phone	
Owner 2 Email	

Project Manager/ Super	
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Price List	Key Account
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Project Cost Summary



Report Date:

12/18/2024 15:21

Project Name:

City of Seaside Sewage Loss Police Dept

Project Start Date:

12/8/2024

Project Completion Date

Summary of Charges

Emergency Service Fee	\$ 300.00
Emergency Services Labor Total	\$ 23,925.00
Construction Labor Total	\$ -
Supplies Total	\$ 2,012.49
Materials Total	\$ 118.27
Vendors/ Fees Total	\$ -
Equipment Total	\$ 7,085.00

Project Total

\$ 33,440.77

Emergency Services Labor Summary

Report Date: 12/18/2024 15:21



Project Name: City of Seaside Sewage Loss Police Dept

Date	ES Technician/ Supervisor	Reg Hours	OT Hours	DT Hours	Worker Classification	Work Performed	Rate	Total Cost
12/8/2024	Jorge Gamino		7.00		Bio Hazard/ Haz Mat Tech	Extracted contaminated water & disinfected affected areas. Removed carpet & set up drying equipment to begin dry out.	\$ 100.00	\$ 1,050.00
12/8/2024	Justin McClain		7.00		Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 1,050.00
12/8/2024	Jose Luis Rodriguez		7.00		Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 1,050.00
12/9/2024	Teddy Melicia	8.00			Bio Hazard/ Haz Mat Tech	Cleaned & sanitized all affected structure areas & contents. Moisture mapped. Coordinated ACM testing with M3 and scheduled walk through with M.E.S.S.	\$ 100.00	\$ 800.00
12/9/2024	Jorge Gamino	8.00			Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 800.00
12/9/2024	Justin McClain	8.00			Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 800.00
12/9/2024	Artemio Andrade	8.00			Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 800.00
12/9/2024	Arturo Diego Carro	8.00			Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 800.00
12/9/2024	Jose Luis Rodriguez	3.00			Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 300.00
12/10/2024	Jose Luis Rodriguez	7.00			Bio Hazard/ Haz Mat Tech	Took readings, dropped more equipment off. Coordinated with MESS on abatement. Cleaned Backroom, Restroom Hallway and outside sidewalk with Pressurewasher	\$ 100.00	\$ 700.00
12/10/2024	Teddy Melicia	7.50			Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 750.00
12/10/2024	Artemio Andrade	3.00			Bio Hazard/ Haz Mat Tech	Sanitized bathroom floors with Bleach Water, and disinfected floors and hallway walls.	\$ 100.00	\$ 300.00
12/10/2024	Arturo Diego Carro	3.00			Bio Hazard/ Haz Mat Tech		\$ 100.00	\$ 300.00
12/12/2024	Javier Gomez	6.50			Content Manipulation	Atmospheric, MC & Equipment. Took Readings of Walls etc., coordinated and received POD deliveries to site for storage. Sanitized, boxed and Packed out Contents/Content Manipulation at the site.	\$ 70.00	\$ 455.00
12/12/2024	Arturo Diego Carro	1.00			Content Manipulation		\$ 70.00	\$ 70.00
12/12/2024	Artemio Andrade	8.00			Content Manipulation		\$ 70.00	\$ 560.00
12/12/2024	Justin McClain	8.00			Content Manipulation		\$ 70.00	\$ 560.00
12/12/2024	Teddy Melicia	6.00			Content Manipulation		\$ 70.00	\$ 420.00
12/12/2024	Jorge Gamino	2.00			Content Manipulation		\$ 70.00	\$ 140.00
12/12/2024	Jose Luis Rodriguez	6.00			Content Manipulation		\$ 70.00	\$ 420.00
12/13/2024	Jose Luis Rodriguez	6.00			Content Manipulation	Atmospheric Readings and Equipment Readings. Readings have slightly dropped on affected walls and floors, however Demo needs to occur before substantial readings occur. Continued with Packout and Content Manipulation of Police Dept Contents.	\$ 70.00	\$ 420.00
12/13/2024	Jorge Gamino	2.00			Content Manipulation		\$ 70.00	\$ 140.00
12/13/2024	Teddy Melicia	8.00			Content Manipulation		\$ 70.00	\$ 560.00
12/13/2024	Justin McClain	8.00			Content Manipulation		\$ 70.00	\$ 560.00
12/13/2024	Artemio Andrade	8.00			Content Manipulation		\$ 70.00	\$ 560.00
12/13/2024	Javier Gomez	8.00			Content Manipulation		\$ 70.00	\$ 560.00
12/16/2024	Artemio Andrade	3.00			Content Manipulation	Contents Packout, Cleaning and Manipulation.	\$ 70.00	\$ 240.00
12/16/2024	Jose Luis Rodriguez	3.00			Content Manipulation		\$ 70.00	\$ 240.00
12/16/2024	Javier Gomez	7.50			Content Manipulation		\$ 70.00	\$ 600.00
12/16/2024	Arturo Diego Carro	4.00			Content Manipulation		\$ 70.00	\$ 320.00
12/16/2024	Teddy Melicia	3.00			Content Manipulation		\$ 70.00	\$ 240.00
12/16/2024	Justin McClain	7.00			Content Manipulation		\$ 70.00	\$ 560.00
12/17/2024	Jorge Gamino	4.50			Content Manipulation		\$ 70.00	\$ 360.00
12/17/2024	Teddy Melicia	3.00			Content Manipulation		\$ 70.00	\$ 240.00

Date	ES Technician/ Supervisor	Reg Hours	OT Hours	DT Hours	Worker Classification	Work Performed	Rate	Total Cost
12/17/2024	Justin McClain	7.00			Content Manipulation	Contents Packout, Cleaning and Manipulation.	\$ 70.00	\$ 560.00
12/17/2024	Arturo Diego Carro	7.50			Content Manipulation		\$ 70.00	\$ 600.00
12/17/2024	Javier Gomez	7.50			Content Manipulation		\$ 70.00	\$ 600.00
12/17/2024	Jose Luis Rodriguez	7.50			Content Manipulation		\$ 70.00	\$ 600.00
12/17/2024	Artemio Andrade	7.50			Content Manipulation		\$ 70.00	\$ 600.00
12/18/2024	Jorge Gamino	6.00			Content Manipulation	Contents Packout, Cleaning and Manipulation. Detaching Cabinets from Walls.	\$ 70.00	\$ 480.00
12/18/2024	Teddy Melicia	4.50			Content Manipulation		\$ 70.00	\$ 360.00
12/18/2024	Justin McClain	6.00			Content Manipulation		\$ 70.00	\$ 480.00
12/18/2024	Arturo Diego Carro	6.00			Content Manipulation		\$ 70.00	\$ 480.00
12/18/2024	Javier Gomez	6.00			Content Manipulation		\$ 70.00	\$ 480.00
12/18/2024	Jose Luis Rodriguez	6.00			Content Manipulation		\$ 70.00	\$ 480.00
12/18/2024	Artemio Andrade	6.00			Content Manipulation		\$ 70.00	\$ 480.00
							\$ -	\$ -
Total CPR Labor							\$	23,925.00

CPR **CALIFORNIA
PREMIER
RESTORATION**
Revive. Restore. Remodel.

Project Name: City of Seaside Sewage Loss Police Dept

Packet Page 174

EXHIBIT A3

California Premier Restoration
22 Lower Ragsdale Dr
Ste F
Monterey, CA 93940-5775
+18312752103
CaliforniaRestore.com



INVOICE

BILL TO
City Of Seaside
Seaside, CA 93955

INVOICE # 241202.2
DATE 01/21/2025
DUE DATE 01/21/2025
TERMS Due on receipt

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Emergency Services	City of Seaside City Hall 440 Harcourt Ave Seaside 93955 Supporting Documents Attached	1	15,735.91	15,735.91

BALANCE DUE

\$15,735.91



22 Lower Ragsdale Dr.
Suite F
Monterey, CA 93940
831-275-2301
831-275-4188 Fax
www.californiarestore.com

Project Activity Report - General Info

Job Number:

241202

Report Date:

1/21/2025 14:27

Contract Date:

12/8/24

Project Name	City of Seaside Sewage Loss Police Dept
Project Address	440 Harcourt Ave
City/ State/ Zip	Seaside, CA 93955

Is mailing address the same as project address?	Yes
---	-----

Mailing Address	440 Harcourt Ave
City/ State/ Zip	Seaside, CA 93955

Is the home owner occupied?	Yes
-----------------------------	-----

Renter's Name	N/A
Renter's Phone	N/A
Renter's Email	N/A

Project Type	Other
--------------	-------

Owner 1 (Primary) Name	City of Seaside
Owner 1 (Primary) Phone	
Owner 1 (Primary) Email	

Owner 2 Name	
Owner 2 Phone	
Owner 2 Email	

Project Manager/ Super	
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Price List	Key Account
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Project Cost Summary



Report Date:

1/21/2025 14:27

Project Name:

City of Seaside Sewage Loss Police Dept

Project Start Date:

12/8/2024

Project Completion Date

Summary of Charges

Emergency Service Fee	
Emergency Services Labor Total	\$ 10,227.50
Construction Labor Total	\$ -
Supplies Total	\$ 1,322.26
Materials Total	\$ 871.15
Vendors/ Fees Total	\$ -
Equipment Total	\$ 3,315.00

Project Total

\$ 15,735.91

Emergency Services Labor Summary



Report Date:	1/21/2025 14:29
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Project Name: City of Seaside Sewage Loss Police Dept

[illegible]

1/21/2025 14:29

City of Seaside Sewage Loss Police Dept



Supplies from CPR Stock					
Supply Item	Rate	Unit	Quantity	Total	
Deluxe Coverall (Yellow)	\$ 12.16	Each	26.00	\$	316.03
Deluxe Coverall (White)	\$ 9.30	Each	18.00	\$	167.31
2" Teal Duct Tape	\$ 12.16	Roll	0.25	\$	3.04
2" Blue Painters Tape	\$ 11.44	Roll	1.50	\$	17.16
3" Blue Painters Tape	\$ 15.73	Roll		\$	-
Clear Carton Seal Tape	\$ 2.86	Roll	1.00	\$	2.86
Spray Adhesive	\$ 6.08	Can		\$	-
Zip-Door	\$ 22.88	Each	1.00	\$	22.88
Rags	\$ 0.76	Each	110.00	\$	83.37
Paper Towels	\$ 2.05	Roll	1.00	\$	2.05
N95 Respirator	\$ 8.58	Each	18.00	\$	154.44
Organic Vapor/Acid Gas	\$ 26.46	Pair	10.00	\$	264.55
Nitrile Gloves: Blue	\$ 1.07	Pair	114.00	\$	122.27
Nitrile Gloves: Green	\$ 2.57	Pair		\$	-
Scrubbing Sponge	\$ 2.86	Each		\$	-
Glass Cleaner	\$ 14.30	Bottle		\$	-
Dish Soap	\$ 24.19	Gallon		\$	-
Benefect, Botanical Disinfectant	\$ 68.64	Gallon	0.50	\$	34.32
Clorox Bleach	\$ 5.72	Gallon	2.50	\$	14.30
Degreaser	\$ 31.46	Gallon		\$	-
Self Adhesive Floor Protection Film 24"x200'	\$ 60.06	Roll		\$	-
Ram Board	\$ 121.55	Roll	0.25	\$	30.39
6 Mil. Clear, Flame Retardent Visqueen 10x100	\$ 92.95	Roll		\$	-
6 Mil. Clear, Flame Retardent Visqueen 20x100	\$ 135.85	Roll		\$	-
4 Mil. Clear, Flame Retardent Visqueen 10x100	\$ 60.06	Roll		\$	-
6 Mil. Black Visqueen 20x100	\$ 145.86	Roll		\$	-
6 Mil. Clear Bags	\$ 1.72	Each	29.00	\$	49.76
Trauma Bags (incl haz dump fee)	\$ 107.25	Each		\$	-
Asbestos Bags (incl haz dump fee)	\$ 178.75	Each		\$	-
Rosin Paper	\$ 17.16	Roll	1.00	\$	17.16
Packing Sheets	\$ 21.45	Pack/ 100 shts		\$	-
Shrink Wrap (18")	\$ 32.18	Roll		\$	-
Moving Blanket	\$ 2.15	Each		\$	-
12x12x12 Brown Box	\$ 2.15	Each		\$	-
16x16x16 Brown Box	\$ 2.86	Each	3.00	\$	8.58
24x24x24 Brown Box	\$ 3.93	Each	3.00	\$	11.80
12x12x12 White Box	\$ 2.86	Each		\$	-
16x16x16 White Box	\$ 3.58	Each		\$	-
24x24x24 White Box	\$ 6.44	Each		\$	-
12x12 White Pre Filters	\$ 1.43	Each		\$	-
12x12x2 White Box Filters	\$ 7.87	Each		\$	-
24x24 White Pre Filters	\$ 2.86	Each		\$	-
24x24x2 White Box Filters	\$ 11.44	Each		\$	-
24x24x2 Charcoal Box Filters	\$ 31.46	Each		\$	-
12" Lay Flat Duct	\$ 128.70	Roll		\$	-
Microfiber towels	\$ 1.79	Each		\$	-
HEPA Vacuum Bags	\$ 10.37	Each		\$	-
Foam Blocks	\$ 0.36	Each		\$	-
Total Materials				\$	1,322.26

[illegible]

Equipment Summary



Report Date:	1/21/2025 14:29
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Project Name: City of Seaside Sewage Loss Police Dept

[illegible]

EXHIBIT A4

Client: CITY OF SEASIDE
Property: 440 HARCOURT AVENUE
SEASIDE, CA 93955

Operator: MURPH

Estimator: Murphy

Type of Estimate: Sewage

Date Entered: 12/20/2024

Date Assigned:

Price List: CASW8X_DEC24

Labor Efficiency: Restoration/Service/Remodel

Estimate: SEASIDE_PD

SEASIDE_PD**Main Level****Main Level**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
268. Tandem axle dump trailer - per load - including dump fees	1.00 EA	307.23	0.00	0.00	61.44	368.67
269. Final cleaning - construction - Commercial	5,671.28 SF	0.00	0.30	0.00	340.28	2,041.66
Total: Main Level				0.00	401.72	2,410.33

Lobby Waiting**Height: 8'**

258.67 SF Walls	51.62 SF Ceiling
310.29 SF Walls & Ceiling	51.62 SF Floor
5.74 SY Flooring	32.33 LF Floor Perimeter
32.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
121. 1/2" - drywall per LF - up to 2' tall	32.33 LF	0.00	19.86	5.26	129.48	776.81
142. Texture drywall - heavy hand texture	129.33 SF	0.00	2.56	2.51	66.72	400.31
6. Seal more than the floor perimeter w/latex based stain blocker - one coat	129.33 SF	0.00	1.54	1.20	40.08	240.45
7. Paint the walls - two coats	258.67 SF	0.00	2.36	8.85	123.88	743.19
143. Mask and prep for paint - plastic, paper, tape (per LF)	32.33 LF	0.00	3.33	0.81	21.70	130.17
144. DRYWALL	2.00 EA	0.00	0.00	0.00	0.00	0.00
Additional labor to tie in existing.						
10. Fiberboard - 1/2"	64.67 SF	0.00	1.74	2.87	23.08	138.48
141. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	79.56	0.68	16.06	96.30
Totals: Lobby Waiting				22.18	421.00	2,525.71

Records Hall**Height: 8'**

1,423.00 SF Walls	864.55 SF Ceiling
2,287.55 SF Walls & Ceiling	864.55 SF Floor
96.06 SY Flooring	176.92 LF Floor Perimeter
182.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor**5' 9" X 6' 8"****Opens into BREAKROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
11. 5/8" - drywall per LF - up to 2' tall	4.50 LF	0.00	20.44	0.79	18.56	111.33
123. 5/8" - drywall per LF - up to 4' tall	10.50 LF	0.00	28.96	3.41	61.50	368.99
12. Texture drywall - heavy hand texture	221.92 SF	0.00	2.56	4.31	114.48	686.91
Texture where cove base was removed.						
125. Drywall Installer / Finisher - per hour	2.00 HR	0.00	185.00	0.00	74.00	444.00
Additional labor to tie into existing and to mask switch covers and outlets.						
13. Seal more than the floor perimeter w/latex based stain blocker - one coat	221.92 SF	0.00	1.54	2.05	68.78	412.59
14. Paint the walls - two coats	1,423.00 SF	0.00	2.36	48.70	681.40	4,088.38
147. Paint door or window opening - 2 coats (per side)	11.00 EA	0.00	79.56	7.47	176.54	1,059.17
124. Mask and prep for paint - plastic, paper, tape (per LF)	182.67 LF	0.00	3.33	4.56	122.58	735.43
232. Painter - per hour	3.00 HR	0.00	185.00	0.00	111.00	666.00
Additional labor to mask outlets, switches, and mechanical.						
Totals: Records Hall				71.29	1,428.84	8,572.80

Supply Closet**Height: 8'**

232.00 SF Walls	52.31 SF Ceiling
284.31 SF Walls & Ceiling	52.31 SF Floor
5.81 SY Flooring	29.00 LF Floor Perimeter
29.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
126. Texture drywall - heavy hand texture	29.00 SF	0.00	2.56	0.56	14.96	89.76
Match texture to repair cove base removal.						
129. Seal the floor perimeter w/latex based stain blocker - one coat	29.00 SF	0.00	1.54	0.27	9.00	53.93

CONTINUED - Supply Closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
130. Paint the walls - two coats	232.00 SF	0.00	2.36	7.94	111.08	666.54
131. Mask and prep for paint - plastic, paper, tape (per LF)	29.00 LF	0.00	3.33	0.72	19.46	116.75
138. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	79.56	0.68	16.06	96.30
Totals: Supply Closet				10.17	170.56	1,023.28

Interview 1

Height: 8'

244.00 SF Walls	58.13 SF Ceiling
302.13 SF Walls & Ceiling	58.13 SF Floor
6.46 SY Flooring	30.50 LF Floor Perimeter
30.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
127. Texture drywall - heavy hand texture	15.25 SF	0.00	2.56	0.30	7.86	47.20
Match texture to repair cove base removal.						
132. Seal part of the floor perimeter w/latex based stain blocker - one coat	15.25 SF	0.00	1.54	0.14	4.72	28.35
133. Paint part of the walls - two coats	122.00 SF	0.00	2.36	4.18	58.42	350.52
134. Mask and prep for paint - plastic, paper, tape (per LF)	15.25 LF	0.00	3.33	0.38	10.24	61.40
139. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	79.56	0.68	16.06	96.30
Totals: Interview 1				5.68	97.30	583.77

Interview 2

Height: 8'

244.00 SF Walls	58.13 SF Ceiling
302.13 SF Walls & Ceiling	58.13 SF Floor
6.46 SY Flooring	30.50 LF Floor Perimeter
30.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
128. Texture drywall - heavy hand texture	15.25 SF	0.00	2.56	0.30	7.86	47.20
Match texture to repair cove base removal.						

CONTINUED - Interview 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
135. Seal part of the floor perimeter w/latex based stain blocker - one coat	15.25 SF	0.00	1.54	0.14	4.72	28.35
136. Paint part of the walls - two coats	122.00 SF	0.00	2.36	4.18	58.42	350.52
137. Mask and prep for paint - plastic, paper, tape (per LF)	15.25 LF	0.00	3.33	0.38	10.24	61.40
140. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	79.56	0.68	16.06	96.30
Totals: Interview 2				5.68	97.30	583.77

Animal Control

Height: 8'

337.33 SF Walls	110.21 SF Ceiling
447.54 SF Walls & Ceiling	110.21 SF Floor
12.25 SY Flooring	42.17 LF Floor Perimeter
42.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
27. 5/8" - drywall per LF - up to 2' tall	4.00 LF	0.00	20.44	0.70	16.50	98.96
28. Texture drywall - heavy hand texture	54.17 SF	0.00	2.56	1.05	27.96	167.69
Match texture to repair cove base removal.						
160. Drywall Installer / Finisher - per hour	1.00 HR	0.00	185.00	0.00	37.00	222.00
Extra labor to tie in existing.						
148. Painter - per hour	1.00 HR	0.00	185.00	0.00	37.00	222.00
Extra labor to tie into existing and mask conduit.						
29. Seal the surface area w/latex based stain blocker - one coat	16.00 SF	0.00	1.54	0.15	4.96	29.75
30. Paint the walls - two coats	337.33 SF	0.00	2.36	11.54	161.52	969.16
145. Mask and prep for paint - plastic, paper, tape (per LF)	58.17 LF	0.00	3.33	1.45	39.04	234.20
Extra masking for built-in bench.						
146. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	79.56	0.68	16.06	96.30
Totals: Animal Control				15.57	340.04	2,040.06

Seargant**Height: 8'**

533.33 SF Walls	250.11 SF Ceiling
783.44 SF Walls & Ceiling	250.11 SF Floor
27.79 SY Flooring	66.67 LF Floor Perimeter
66.67 LF Ceil. Perimeter	

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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
149. Texture drywall - heavy hand texture	66.67 SF	0.00	2.56	1.30	34.40	206.38
Match texture to repair cove base removal.						
150. Seal the floor perimeter w/latex based stain blocker - one coat	66.67 SF	0.00	1.54	0.62	20.66	123.95
151. Paint the walls - two coats	533.33 SF	0.00	2.36	18.25	255.40	1,532.31
152. Mask and prep for paint - plastic, paper, tape (per LF)	66.67 LF	0.00	3.33	1.67	44.74	268.42
153. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	79.56	0.68	16.06	96.30
154. Painter - per hour	1.00 HR	0.00	185.00	0.00	37.00	222.00
Labor for extra masking around outlets and switches.						
Totals: Seargant				22.52	408.26	2,449.36

Hall 1**Height: 8'**

862.67 SF Walls	284.00 SF Ceiling
1,146.67 SF Walls & Ceiling	284.00 SF Floor
31.56 SY Flooring	107.83 LF Floor Perimeter
107.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
34. 5/8" - drywall per LF - up to 2' tall	215.67 LF	0.00	20.44	37.90	889.24	5,335.43
35. Texture drywall - heavy hand texture	431.33 SF	0.00	2.56	8.38	222.52	1,335.10
161. Drywall Installer / Finisher - per hour	6.00 HR	0.00	185.00	0.00	222.00	1,332.00
Additional labor to tie in existing.						
36. Seal more than the floor perimeter w/latex based stain blocker - one coat	431.33 SF	0.00	1.54	3.99	133.66	801.90
37. Paint the walls - two coats	862.67 SF	0.00	2.36	29.53	413.08	2,478.51
155. Paint door or window opening - 2 coats (per side)	7.00 EA	0.00	79.56	4.75	112.34	674.01

CONTINUED - Hall 1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
156. Mask and prep for paint - plastic, paper, tape (per LF)	107.83 LF	0.00	3.33	2.69	72.36	434.12
157. Painter - per hour	3.00 HR	0.00	185.00	0.00	111.00	666.00
Extra masking around outlets, switches, light fixtures, and fixed equipment in hallway.						
Totals: Hall 1				87.24	2,176.20	13,057.07

Comm. Parking

Height: 8'

437.33 SF Walls	183.42 SF Ceiling
620.75 SF Walls & Ceiling	183.42 SF Floor
20.38 SY Flooring	54.67 LF Floor Perimeter
54.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
41. 5/8" - drywall per LF - up to 2' tall	27.33 LF	0.00	20.44	4.80	112.68	676.11
42. Texture drywall - heavy hand texture	109.33 SF	0.00	2.56	2.12	56.40	338.40
162. Drywall Installer / Finisher - per hour	1.00 HR	0.00	185.00	0.00	37.00	222.00
Additional labor to tie in existing.						
43. Seal more than the floor perimeter w/latex based stain blocker - one coat	109.33 SF	0.00	1.54	1.01	33.88	203.26
44. Paint the walls - two coats	437.33 SF	0.00	2.36	14.97	209.42	1,256.49
163. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	79.56	0.68	16.06	96.30
158. Mask and prep for paint - plastic, paper, tape (per LF)	54.67 LF	0.00	3.33	1.37	36.70	220.12
159. Painter - per hour	1.00 HR	0.00	185.00	0.00	37.00	222.00
Extra Masking around outlets, switches, mechanical.						
Totals: Comm. Parking				24.95	539.14	3,234.68

Field Ops

Height: 8'

349.33 SF Walls	118.33 SF Ceiling
467.67 SF Walls & Ceiling	118.33 SF Floor
13.15 SY Flooring	43.67 LF Floor Perimeter
43.67 LF Ceil. Perimeter	

CONTINUED - Field Ops

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
48. 5/8" - drywall per LF - up to 2' tall	10.00 LF	0.00	20.44	1.76	41.24	247.40
49. Texture drywall - heavy hand texture	40.00 SF	0.00	2.56	0.78	20.64	123.82
167. Drywall Installer / Finisher - per hour	1.00 HR	0.00	185.00	0.00	37.00	222.00
Additional labor to tie in existing.						
50. Seal the surface area w/latex based stain blocker - one coat	40.00 SF	0.00	1.54	0.37	12.40	74.37
51. Paint the walls - two coats	349.33 SF	0.00	2.36	11.96	167.28	1,003.66
164. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	79.56	0.68	16.06	96.30
165. Mask and prep for paint - plastic, paper, tape (per LF)	43.67 LF	0.00	3.33	1.09	29.30	175.81
166. Painter - per hour	1.00 HR	0.00	185.00	0.00	37.00	222.00
Additional labor to mask switches, outlets, and mechanical.						
Totals: Field Ops				16.64	360.92	2,165.36

Report Writing

Height: 8'

538.67 SF Walls	258.36 SF Ceiling
797.03 SF Walls & Ceiling	258.36 SF Floor
28.71 SY Flooring	67.33 LF Floor Perimeter
67.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
55. 5/8" - drywall per LF - up to 2' tall	33.67 LF	0.00	20.44	5.92	138.82	832.95
56. Texture drywall - heavy hand texture	134.67 SF	0.00	2.56	2.62	69.48	416.86
170. Drywall Installer / Finisher - per hour	1.00 HR	0.00	185.00	0.00	37.00	222.00
57. Seal more than the floor perimeter w/latex based stain blocker - one coat	134.67 SF	0.00	1.54	1.25	41.74	250.38
58. Paint the walls - two coats	538.67 SF	0.00	2.36	18.44	257.94	1,547.64
168. Mask and prep for paint - plastic, paper, tape (per LF)	67.33 LF	0.00	3.33	1.68	45.18	271.07
169. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	79.56	0.68	16.06	96.30
171. Painter - per hour	1.00 HR	0.00	185.00	0.00	37.00	222.00
Additional labor to mask outlet, switches, and mechanical.						

Totals: Report Writing				30.59	643.22	3,859.20
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Briefing**Height: 8'**

593.33 SF Walls	342.88 SF Ceiling
936.21 SF Walls & Ceiling	342.88 SF Floor
38.10 SY Flooring	74.17 LF Floor Perimeter
74.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
62. 5/8" - drywall per LF - up to 2' tall	74.17 LF	0.00	20.44	13.04	305.80	1,834.87
63. Texture drywall - heavy hand texture	296.67 SF	0.00	2.56	5.76	153.06	918.30
174. Drywall Installer / Finisher - per hour	2.00 HR	0.00	185.00	0.00	74.00	444.00
Additional labor to tie into existing.						
64. Seal more than the floor perimeter w/latex based stain blocker - one coat	296.67 SF	0.00	1.54	2.74	91.92	551.53
65. Paint the walls - two coats	593.33 SF	0.00	2.36	20.31	284.12	1,704.69
172. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	79.56	0.68	16.06	96.30
173. Painter - per hour	1.00 HR	0.00	185.00	0.00	37.00	222.00
Additional labor to mask outlets, switches, and mechanical.						
Totals: Briefing				42.53	961.96	5,771.69

Records Supervisor**Height: 8'**

282.67 SF Walls	76.85 SF Ceiling
359.52 SF Walls & Ceiling	76.85 SF Floor
8.54 SY Flooring	35.33 LF Floor Perimeter
35.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
175. Texture drywall - heavy hand texture	35.33 SF	0.00	2.56	0.69	18.22	109.35
Repair texture where cove base was removed.						
176. Seal the floor perimeter w/latex based stain blocker - one coat	35.33 SF	0.00	1.54	0.33	10.94	65.68
71. Paint the walls - two coats	282.67 SF	0.00	2.36	9.67	135.36	812.13
177. Mask and prep for paint - plastic, paper, tape (per LF)	35.33 LF	0.00	3.33	0.88	23.72	142.25
178. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	79.56	0.68	16.06	96.30

CONTINUED - Records Supervisor

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Records Supervisor				12.25	204.30	1,225.71

Hall 2

Height: 8'

795.68 SF Walls	275.91 SF Ceiling
1,071.59 SF Walls & Ceiling	275.91 SF Floor
30.66 SY Flooring	96.52 LF Floor Perimeter
114.18 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

17' 8" X 6' 8"

Opens into BREAKROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
74. 5/8" - drywall per LF - up to 2' tall	52.00 LF	0.00	20.44	9.14	214.40	1,286.42
75. Texture drywall - heavy hand texture	208.00 SF	0.00	2.56	4.04	107.30	643.82
To repair texture where cove base was removed.						
180. Drywall Installer / Finisher - per hour	3.00 HR	0.00	185.00	0.00	111.00	666.00
Additional labor to tie in existing.						
76. Seal the surface area w/latex based stain blocker - one coat	208.00 SF	0.00	1.54	1.92	64.44	386.68
77. Paint the walls - two coats	795.68 SF	0.00	2.36	27.23	381.00	2,286.03
179. Mask and prep for paint - plastic, paper, tape (per LF)	114.18 LF	0.00	3.33	2.85	76.62	459.69
181. Paint door or window opening - 2 coats (per side)	10.00 EA	0.00	79.56	6.79	160.48	962.87
182. Painter - per hour	2.00 HR	0.00	185.00	0.00	74.00	444.00
Additional labor to mask outlets and switches, conduit, and mechanical.						
Totals: Hall 2				51.97	1,189.24	7,135.51

Sr. Admin. Asst.

Height: 8'

477.33 SF Walls	210.83 SF Ceiling
688.17 SF Walls & Ceiling	210.83 SF Floor
23.43 SY Flooring	59.67 LF Floor Perimeter
59.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
81. 5/8" - drywall per LF - up to 2' tall	59.67 LF	0.00	20.44	10.49	246.04	1,476.18

CONTINUED - Sr. Admin. Asst.

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
82. Texture drywall - heavy hand texture	238.67 SF	0.00	2.56	4.64	123.12	738.76
183. Drywall Installer / Finisher - per hour	2.00 HR	0.00	185.00	0.00	74.00	444.00
Additional labor to tie into existing.						
83. Seal more than the floor perimeter w/latex based stain blocker - one coat	238.67 SF	0.00	1.54	2.21	73.96	443.72
84. Paint the walls - two coats	477.33 SF	0.00	2.36	16.34	228.56	1,371.40
190. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	79.56	1.36	32.10	192.58
184. Mask and prep for paint - plastic, paper, tape (per LF)	59.67 LF	0.00	3.33	1.49	40.04	240.23
Totals: Sr. Admin. Asst.				36.53	817.82	4,906.87

Police Chief

Height: 8'

501.12 SF Walls	229.29 SF Ceiling
730.41 SF Walls & Ceiling	229.29 SF Floor
25.48 SY Flooring	62.64 LF Floor Perimeter
62.64 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
185. Texture drywall - heavy hand texture	62.64 SF	0.00	2.56	1.22	32.32	193.90
Repair texture where cove base was removed.						
186. Seal the floor perimeter w/latex based stain blocker - one coat	62.64 SF	0.00	1.54	0.58	19.42	116.47
187. Paint the walls - two coats	501.12 SF	0.00	2.36	17.15	239.96	1,439.75
188. Mask and prep for paint - plastic, paper, tape (per LF)	62.64 LF	0.00	3.33	1.56	42.04	252.19
189. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	79.56	1.36	32.10	192.58
Totals: Police Chief				21.87	365.84	2,194.89

Commander**Height: 8'**

436.21 SF Walls	181.96 SF Ceiling
618.17 SF Walls & Ceiling	181.96 SF Floor
20.22 SY Flooring	54.53 LF Floor Perimeter
54.53 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
191. Texture drywall - heavy hand texture	54.53 SF	0.00	2.56	1.06	28.14	168.80
To repair texture where cove base was removed.						
192. Seal the floor perimeter w/latex based stain blocker - one coat	54.53 SF	0.00	1.54	0.50	16.90	101.38
193. Paint the walls - two coats	436.21 SF	0.00	2.36	14.93	208.88	1,253.27
194. Mask and prep for paint - plastic, paper, tape (per LF)	54.53 LF	0.00	3.33	1.36	36.60	219.54
233. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	79.56	1.36	32.10	192.58
Totals: Commander				19.21	322.62	1,935.57

Police Service Spec.**Height: 8'**

466.67 SF Walls	204.17 SF Ceiling
670.83 SF Walls & Ceiling	204.17 SF Floor
22.69 SY Flooring	58.33 LF Floor Perimeter
58.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
195. Texture drywall - heavy hand texture	58.33 SF	0.00	2.56	1.13	30.08	180.53
To repair texture where cove base was removed.						
196. Seal the floor perimeter w/latex based stain blocker - one coat	58.33 SF	0.00	1.54	0.54	18.06	108.43
197. Paint the walls - two coats	466.67 SF	0.00	2.36	15.97	223.46	1,340.77
198. Mask and prep for paint - plastic, paper, tape (per LF)	58.33 LF	0.00	3.33	1.46	39.14	234.84
199. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	79.56	1.36	32.10	192.58
Totals: Police Service Spec.				20.46	342.84	2,057.15

Office 1**Height: 8'**

341.35 SF Walls	85.90 SF Ceiling
427.25 SF Walls & Ceiling	85.90 SF Floor
9.54 SY Flooring	42.67 LF Floor Perimeter
42.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
97. 5/8" - drywall per LF - up to 2' tall	8.00 LF	0.00	20.44	1.41	32.98	197.91
98. Texture drywall - heavy hand texture	32.00 SF	0.00	2.56	0.62	16.50	99.04
200. Drywall Installer / Finisher - per hour	0.50 HR	0.00	185.00	0.00	18.50	111.00
Additional labor to tie in existing.						
99. Seal the surface area w/latex based stain blocker - one coat	32.00 SF	0.00	1.54	0.30	9.92	59.50
100. Paint the walls - two coats	341.35 SF	0.00	2.36	11.68	163.46	980.73
201. Mask and prep for paint - plastic, paper, tape (per LF)	42.67 LF	0.00	3.33	1.07	28.64	171.80
234. Paint door or window opening - 2 coats (per side)	1.00 EA	0.00	79.56	0.68	16.06	96.30
Totals: Office 1				15.76	286.06	1,716.28

Breakroom**Height: 8'**

304.56 SF Walls	195.71 SF Ceiling
500.26 SF Walls & Ceiling	195.71 SF Floor
21.75 SY Flooring	34.17 LF Floor Perimeter
57.58 LF Ceil. Perimeter	

Missing Wall - Goes to Floor**17' 8" X 6' 8"****Opens into HALL_5****Missing Wall - Goes to Floor****5' 9" X 6' 8"****Opens into RECORDS_HALL**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
202. Texture drywall - heavy hand texture	34.17 SF	0.00	2.56	0.66	17.64	105.78
To repair texture where cove base was removed.						
203. Seal the floor perimeter w/latex based stain blocker - one coat	34.17 SF	0.00	1.54	0.32	10.58	63.52
104. Paint the walls - two coats	304.56 SF	0.00	2.36	10.42	145.84	875.02
204. Mask and prep for paint - plastic, paper, tape (per LF)	57.58 LF	0.00	3.33	1.44	38.62	231.80

CONTINUED - Breakroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
235. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	79.56	1.36	32.10	192.58
205. Painter - per hour	1.00 HR	0.00	185.00	0.00	37.00	222.00
Additional labor to mask outlets, switches, and mechanical.						
Totals: Breakroom				14.20	281.78	1,690.70

Evidence 1

Height: 8'

492.33 SF Walls	249.69 SF Ceiling
742.02 SF Walls & Ceiling	249.69 SF Floor
27.74 SY Flooring	60.92 LF Floor Perimeter
64.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' 9" X 6' 8"

Opens into EVIDENCE_6

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
206. Texture drywall - heavy hand texture To repair texture where cove base was removed.	60.92 SF	0.00	2.56	1.18	31.44	188.58
207. Seal the floor perimeter w/latex based stain blocker - one coat	60.92 SF	0.00	1.54	0.56	18.88	113.26
208. Paint the walls - two coats	492.33 SF	0.00	2.36	16.85	235.76	1,414.51
236. Paint door or window opening - 2 coats (per side)	3.00 EA	0.00	79.56	2.04	48.14	288.86
209. Mask and prep for paint - plastic, paper, tape (per LF)	64.67 LF	0.00	3.33	1.62	43.40	260.37
Totals: Evidence 1				22.25	377.62	2,265.58

Evidence 2

Height: 8'

528.00 SF Walls	262.74 SF Ceiling
790.74 SF Walls & Ceiling	262.74 SF Floor
29.19 SY Flooring	66.00 LF Floor Perimeter
66.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
220. Texture drywall - heavy hand texture To repair texture where cove base was removed.	66.00 SF	0.00	2.56	1.28	34.06	204.30

CONTINUED - Evidence 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
221. Seal the floor perimeter w/latex based stain blocker - one coat	66.00 SF	0.00	1.54	0.61	20.44	122.69
222. Paint the walls - two coats	528.00 SF	0.00	2.36	18.07	252.84	1,516.99
237. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	79.56	1.36	32.10	192.58
223. Mask and prep for paint - plastic, paper, tape (per LF)	66.00 LF	0.00	3.33	1.65	44.30	265.73
Totals: Evidence 2				22.97	383.74	2,302.29

Evidence 3

Height: 8'

397.32 SF Walls	132.57 SF Ceiling
529.89 SF Walls & Ceiling	132.57 SF Floor
14.73 SY Flooring	49.04 LF Floor Perimeter
52.79 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' 9" X 6' 8"

Opens into EVIDENCE_4

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
224. Texture drywall - heavy hand texture	49.04 SF	0.00	2.56	0.95	25.30	151.79
To repair texture where cove base was removed.						
225. Seal the floor perimeter w/latex based stain blocker - one coat	49.04 SF	0.00	1.54	0.45	15.20	91.17
226. Paint the walls - two coats	397.32 SF	0.00	2.36	13.60	190.26	1,141.54
238. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	79.56	1.36	32.10	192.58
227. Mask and prep for paint - plastic, paper, tape (per LF)	52.79 LF	0.00	3.33	1.32	35.42	212.53
Totals: Evidence 3				17.68	298.28	1,789.61

Hall 3

Height: 8'

784.65 SF Walls	222.26 SF Ceiling
1,006.91 SF Walls & Ceiling	222.26 SF Floor
24.70 SY Flooring	98.08 LF Floor Perimeter
98.08 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
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CONTINUED - Hall 3

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
108. 5/8" - drywall per LF - up to 2' tall	98.08 LF	0.00	20.44	17.24	404.40	2,426.40
109. Texture drywall - light hand texture	392.33 SF	0.00	1.96	3.27	154.46	926.70
230. Drywall Installer / Finisher - per hour	3.00 HR	0.00	185.00	0.00	111.00	666.00
Additional labor to tie in existing.						
110. Seal more than the floor perimeter w/latex based stain blocker - one coat	392.33 SF	0.00	1.54	3.63	121.56	729.38
111. Paint the walls - two coats	784.65 SF	0.00	2.36	26.85	375.74	2,254.36
228. Mask and prep for paint - plastic, paper, tape (per LF)	98.08 LF	0.00	3.33	2.45	65.82	394.88
229. Paint door or window opening - 2 coats (per side)	7.00 EA	0.00	79.56	4.75	112.34	674.01
231. Painter - per hour	2.00 HR	0.00	185.00	0.00	74.00	444.00
Additional labor to mask outlets, switches, and mechanical.						
Totals: Hall 3				58.19	1,419.32	8,515.73

Exit Hall

Height: 8'

372.00 SF Walls	71.81 SF Ceiling
443.81 SF Walls & Ceiling	71.81 SF Floor
7.98 SY Flooring	46.50 LF Floor Perimeter
46.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
239. Texture drywall - heavy hand texture	46.50 SF	0.00	2.56	0.90	23.98	143.92
To repair texture where cove base was removed.						
240. Seal the floor perimeter w/latex based stain blocker - one coat	46.50 SF	0.00	1.54	0.43	14.40	86.44
241. Paint the walls - two coats	372.00 SF	0.00	2.36	12.73	178.12	1,068.77
242. Paint door or window opening - 2 coats (per side)	3.00 EA	0.00	79.56	2.04	48.14	288.86
243. Mask and prep for paint - plastic, paper, tape (per LF)	46.50 LF	0.00	3.33	1.16	31.22	187.23
Totals: Exit Hall				17.26	295.86	1,775.22

Jail Entry**Height: 8'**

261.33 SF Walls	55.58 SF Ceiling
316.92 SF Walls & Ceiling	55.58 SF Floor
6.18 SY Flooring	32.67 LF Floor Perimeter
32.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
244. Texture drywall - heavy hand texture To repair texture where cove base was removed.	32.67 SF	0.00	2.56	0.63	16.84	101.11
245. Seal the floor perimeter w/latex based stain blocker - one coat	32.67 SF	0.00	1.54	0.30	10.12	60.73
246. Paint the walls - two coats	261.33 SF	0.00	2.36	8.94	125.12	750.80
247. Paint door or window opening - 2 coats (per side)	2.00 EA	0.00	79.56	1.36	32.10	192.58
248. Mask and prep for paint - plastic, paper, tape (per LF)	32.67 LF	0.00	3.33	0.82	21.92	131.53
Totals: Jail Entry				12.05	206.10	1,236.75

CSI 1**Height: 8'**

247.00 SF Walls	68.75 SF Ceiling
315.75 SF Walls & Ceiling	68.75 SF Floor
7.64 SY Flooring	30.42 LF Floor Perimeter
33.17 LF Ceil. Perimeter	

Missing Wall - Goes to Floor**2' 9" X 6' 8"****Opens into CSI_2**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
252. Texture drywall - heavy hand texture To repair texture where cove base was removed.	15.21 SF	0.00	2.56	0.30	7.84	47.08
253. Seal part of the floor perimeter w/latex based stain blocker - one coat	15.21 SF	0.00	1.54	0.14	4.70	28.26
254. Paint the walls - two coats	247.00 SF	0.00	2.36	8.45	118.28	709.65
255. Mask and prep for paint - plastic, paper, tape (per LF)	33.17 LF	0.00	3.33	0.83	22.26	133.55
256. PAINTING	2.00 EA	0.00	0.00	0.00	0.00	0.00
Totals: CSI 1				9.72	153.08	918.54

CSI 2

Height: 8'

203.00 SF Walls	47.67 SF Ceiling
250.67 SF Walls & Ceiling	47.67 SF Floor
5.30 SY Flooring	24.92 LF Floor Perimeter
27.67 LF Ceil. Perimeter	

7' 8"

Missing Wall - Goes to Floor

2' 9" X 6' 8"

Opens into CSI_1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
260. Texture drywall - heavy hand texture	12.46 SF	0.00	2.56	0.24	6.42	38.56
To repair texture where cove base was removed.						
261. Seal part of the floor perimeter w/latex based stain blocker - one coat	12.46 SF	0.00	1.54	0.12	3.86	23.17
262. Paint the walls - two coats	203.00 SF	0.00	2.36	6.95	97.22	583.25
263. Mask and prep for paint - plastic, paper, tape (per LF)	27.67 LF	0.00	3.33	0.69	18.56	111.39
264. PAINTING	1.00 EA	0.00	0.00	0.00	0.00	0.00

Totals: CSI 2				8.00	126.06	756.37
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Total: Main Level				715.41	15,117.02	90,699.85
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Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
117. Flat roof/membrane roofing labor minimum	1.00 EA	0.00	417.92	0.00	83.58	501.50

Totals: Labor Minimums Applied				0.00	83.58	501.50
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Line Item Totals: SEASIDE_PD				715.41	15,200.60	91,201.35
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Grand Total Areas:

14,382.22 SF Walls	5,671.28 SF Ceiling	20,053.50 SF Walls and Ceiling
5,671.28 SF Floor	630.14 SY Flooring	1,787.80 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,847.64 LF Ceil. Perimeter
5,671.28 Floor Area	6,129.12 Total Area	14,382.22 Interior Wall Area
4,782.88 Exterior Wall Area	536.06 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Summary

Line Item Total	75,285.34
Material Sales Tax	715.41
Subtotal	76,000.75
Overhead	7,600.30
Profit	7,600.30
Replacement Cost Value	\$91,201.35
Net Claim	\$91,201.35

Murphy

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (9.25%)	Storage Rental Tax (9.25%)
Line Items	7,600.30	7,600.30	715.41	0.00
Total	7,600.30	7,600.30	715.41	0.00

Recap by Room

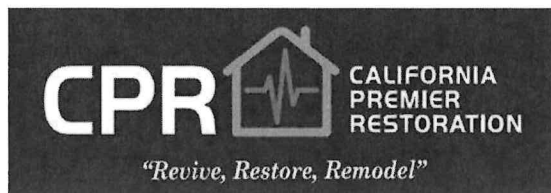
Estimate: SEASIDE_PD

Area: Main Level	2,008.61	2.67%
Lobby Waiting	2,082.53	2.77%
Records Hall	7,072.67	9.39%
Supply Closet	842.55	1.12%
Interview 1	480.79	0.64%
Interview 2	480.79	0.64%
Animal Control	1,684.45	2.24%
Seargant	2,018.58	2.68%
Hall 1	10,793.63	14.34%
Comm. Parking	2,670.59	3.55%
Field Ops	1,787.80	2.37%
Report Writing	3,185.39	4.23%
Briefing	4,767.20	6.33%
Records Supervisor	1,009.16	1.34%
Hall 2	5,894.30	7.83%
Sr. Admin. Asst.	4,052.52	5.38%
Police Chief	1,807.18	2.40%
Commander	1,593.74	2.12%
Police Service Spec.	1,693.85	2.25%
Office 1	1,414.46	1.88%
Breakroom	1,394.72	1.85%
Evidence 1	1,865.71	2.48%
Evidence 2	1,895.58	2.52%
Evidence 3	1,473.65	1.96%
Hall 3	7,038.22	9.35%
Exit Hall	1,462.10	1.94%
Jail Entry	1,018.60	1.35%
CSI 1	755.74	1.00%
CSI 2	622.31	0.83%
Area Subtotal: Main Level	74,867.42	99.44%
Labor Minimums Applied	417.92	0.56%
Subtotal of Areas	75,285.34	100.00%
Total	75,285.34	100.00%

Recap by Category

O&P Items	Total	%
CLEANING	1,701.38	1.87%
GENERAL DEMOLITION	307.23	0.34%
DRYWALL	24,405.91	26.76%
PAINTING	48,340.37	53.00%
ROOFING	530.45	0.58%
O&P Items Subtotal	75,285.34	82.55%
Material Sales Tax	715.41	0.78%
Overhead	7,600.30	8.33%
Profit	7,600.30	8.33%
Total	91,201.35	100.00%

California Premier Restoration
22 Lower Ragsdale Dr
Ste F
Monterey, CA 93940-5775
+18312752103
CaliforniaRestore.com



INVOICE

BILL TO
City Of Seaside
Seaside, CA 93955

INVOICE # 241202.3
DATE 02/03/2025
DUE DATE 02/03/2025
TERMS Due on receipt

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Repairs	City of Seaside City Hall Repairs 440 Harcourt Ave, Seaside 50% Completion Progress Billing	1	45,600.68	45,600.68

BALANCE DUE **\$45,600.68**

California Premier Restoration
22 Lower Ragsdale Dr
Ste F
Monterey, CA 93940-5775
+18312752103
CaliforniaRestore.com



INVOICE

BILL TO

City Of Seaside
Seaside, CA 93955

INVOICE # 241202.4**DATE** 02/11/2025**DUE DATE** 02/11/2025**TERMS** Due on receipt

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Repairs	City of Seaside City Hall Repairs 440 Harcourt Ave, Seaside CA 93955 90% Completion of Repairs	1	36,500.00	36,500.00

BALANCE DUE**\$36,500.00**

EXHIBIT A5

California Premier Restoration
22 Lower Ragsdale Dr
Ste F
Monterey, CA 93940-5775
+18312752103
CaliforniaRestore.com



INVOICE

BILL TO

City of Seaside
Seaside, CA 93955

INVOICE # 250123.1

DATE 02/11/2025

DUE DATE 02/11/2025

TERMS Due on receipt

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Contracted Services	440 Harcourt Ave Seaside, CA 93955 Completion of work: Office Wall Expansion Supporting Document Attached	1	9,780.00	9,780.00

BALANCE DUE

\$9,780.00



22 Lower Ragsdale Dr
Monterey, CA 93940
831-275-2103
CA License #: 1013305
DIR #: 1000035801

January 30, 2025
City of Seaside Police Department
141 Oak Lane
440 Harcourt Avenue
Seaside, CA 93955

To whom it may concern:

Please provide a work order for the following scope.

Scope of Work

- Deconstruct shared wall of Office 1 and Breakroom. (See Sketch).
- Extend Office 1 framing towards Breakroom approximately 5.5 Ft.
- Detach and rewire outlet to new wall position.
- Add drywall, texture, and paint.
- Remove and dispose all job related debris.

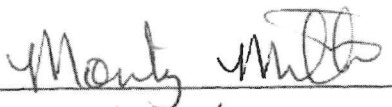
Job Cost **\$9,780.00**

All costs are inclusive of labor, material, supplies and equipment needed to perform the listed work.

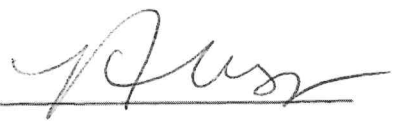
Exclusions:

- Any work not listed above

Owner


Date: 1/30/2025

California Premier Restoration

By: 
Date: 1/31/25

22 Lower Ragsdale Dr / Suite F/ Monterey, CA 93940/ TEL 831-275-2103/ FAX 831-275-4188/
murphy@californiarestore.com/ californiarestore.com

EXHIBIT A6**Christy Barrios - Fwd: Contents Pack-in**

From: Monty Miller
To: Christy Barrios
Date: 2/12/2025 11:18 AM
Subject: Fwd: Contents Pack-in

Hi Christy,

Please see the email from Mike Murphy at CPR for the pack in cost.

Thanks,

Monty Miller
Maintenance & Utilities Superintendent
City of Seaside Public Works
Office [831-899-6827](tel:831-899-6827)
Cell [831-264-3535](tel:831-264-3535)
mmiller@ci.seaside.ca.us

>>> Mike Murphy <Murphy@californiarestore.com> 2/12/2025 8:40 AM >>>

Good morning.

I reviewed the logs for the content manipulation and pack-out for the police station. I anticipate that the pack-in process will take additional time, seeing that we will have to take extra care not to damage the new floors and freshly painted walls.

For your budgeting purposes, I believe the total cost for pack-in will not exceed \$30,000.00.

Please let me know if you have any questions.

Thank you.

Michael Murphy
California Premier Restoration
Estimator
[831-208-0354](tel:831-208-0354) (M)
[831-275-2103](tel:831-275-2103) (O)





CITY OF SEASIDE STAFF REPORT

Item No.: 8.Q.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Dan Meewis, Assistant City Manager

DATE: February 20, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT WITH THE VILLAGE PROJECT INC.
AS A NON-GOVERNMENTAL ORGANIZATION PARTNER OF THE
PROPOSITION 47 GRANT PROGRAM**

RECOMMENDATION

Authorize the agreement with the Village Project Inc.

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.

At the January 16, 2025, City Council meeting. The City Council approved a resolution authorizing the City Manager to sign the grant agreement with the BSCC. The Majority of the funds that will be issued through the grant will be passed through the City to the Village Project Inc., as a Non-Governmental Organization (NGO).

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.

Attachement Exhibit A outlines the entire 4 year budget for the Village Project inc.

FISCAL IMPACT

If the City Council approves the agreement for the Village Project Inc., to implement their program identified in the grant application, the fiscal impact will be \$4,660,183.00. Costs associated with the participation of the program will be reimbursed to the City through the Prop 47 grant.

ATTACHMENTS

1. Resolution
 2. Exhibit A Prop 47 budget
 3. 2025 Prop 47 MOU
-

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

RESOLUTION NO. 25-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING WITH
THE VILLAGE PROJECT INC. AS A NON-GOVERNMENTAL ORGANIZATION OF
THE PROPOSITION 47 GRANT PROGRAM**

WHEREAS, the City of Seaside was awarded and accepted grant funds from the Board of State and Community Corrections through the Prop 47 (Safe neighborhoods & Schools Act) Grant program to provide culturally appropriate diversion and case management to juveniles and adults; and

WHEREAS, the Village Project Inc. agreed during the grant application process to be a grant partner and help with the implementation of aspects of the Prop 47 grant program; and

WHEREAS, the Village Project Inc. Diversion Program will divert youth & adults, from the justice system;

WHEREAS, the Village Project Inc. Diversion Program will provide data that will aid with the performance measures and outcomes of the Prop 47 Grant Program;

WHEREAS, the Village Project Inc. Diversion Program will reduce recidivism in Monterey County; and

WHEREAS, 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; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City Council of the City of Seaside approves the execution of the attached Memorandum of Understanding with the Village Project Inc. as a Non-Governmental Organization of the Prop 47 grant program and authorizes the City Manager to execute the agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 20th day of February, 2020, 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

2024 Proposition 47 Grant - This is an expense reimbursed grant
Title: Community Reintegration Collaborative
October 1, 2024 through June 30, 2028
PARTNER BUDGET TEMPLATE

	Annual Salary (no benefits) or Hourly Rate	% FTE (%) effort on project) or # of hours on project	Year 1 (10/1/24 - 9/30/25)	Year 2 (10/1/25 - 9/30/26) 4% COLA from Yr 1	Year 3 (10/1/26 - 9/30/27) 4% COLA from Yr 2	Year 4 (10/1/27 - 6/30/28) 4% COLA from Yr 3 9 MONTHS	Total
I. A. PERSONNEL							
Executive Director	\$90,000	0.1	\$9,000	\$9,360	\$9,734	\$7,593	\$35,687
Grant Administrator (new hire) 100% full time	\$ 65,000	1.000	\$65,000	\$67,600	\$70,304	\$54,837	\$257,741
Part time Admin Assistant	40	1040	\$41,600	\$43,264	\$44,995	\$35,096	\$164,954
Lead Case Manager 1	65000	1	\$65,000	\$67,600	\$70,304	\$54,837	\$257,741
Case Manager 2	30	2080	\$62,400	\$64,896	\$67,492	\$52,644	\$247,431
Case Manager 3	30	2080	\$62,400	\$64,896	\$67,492	\$52,644	\$247,431
Case Manager 4	30	2080	\$62,400	\$64,896	\$67,492	\$52,644	\$247,431
Therapist (contract)	75	2080	\$156,000	\$162,240	\$168,730	\$131,609	\$618,579
Therapist	100,000.00	1	\$100,000	\$104,000	\$108,160	\$84,365	\$396,525
Bookkeeper	40.00	1040	\$41,600	\$43,264	\$44,995	\$35,096	\$164,954
Data Analyst (contract)	40.00	1040	\$41,600	\$43,264	\$44,995	\$35,096	\$164,954
TI Equine Therapist	75	1040	\$78,000	\$81,120	\$84,365	\$65,805	\$309,289
Subtotal personnel			\$785,000	\$816,400	\$849,056	\$662,264	\$3,112,720
1.B. BENEFITS							
Executive Director (payroll taxes, health insurance, workers comp, vacation time, sick leave, retirement contribution, etc) expressed as a % of salary		0.27	\$2,430	\$2,527	\$2,628	\$2,050	\$9,636
Part time Admin Asst (payroll taxes, workers comp, SDI) expressed as a % of pay		0.15	\$6,240	\$6,490	\$6,749	\$5,264	\$24,743
Grant Administrator		0.27	\$17,550	\$18,252	\$18,982	\$14,806	\$69,590
Lead Case Manager 1		0.27	\$17,550	\$18,252	\$18,982	\$14,806	\$69,590
Case Manager 2		0.25	\$15,600	\$16,224	\$16,873	\$13,161	\$61,858
Case Manager 3		0.25	\$15,600	\$16,224	\$16,873	\$13,161	\$61,858
Case Manager 4		0.25	\$15,600	\$16,224	\$16,873	\$13,161	\$61,858
Therapist		0.3	\$30,000	\$31,200	\$32,448	\$25,309	\$118,957
TI Equine Therapist		0.15	\$11,700	\$12,168	\$12,655	\$9,871	\$46,393
Data Analyst (contract)	0	0	\$0	\$0	\$0	\$0	\$0
Therapist (Contract)	0	0	\$0	\$0	\$0	\$0	\$0
Subtotal Fringe Benefits			\$132,270	\$137,561	\$143,063	\$111,589	\$524,483
2. SERVICES AND SUPPLIES							
5 bedroom Transitional Housing Rent/Utilities			\$78,000	\$78,000	\$78,000	\$58,500	\$292,500
Clothing (interviews, after release, etc).			\$6,000	\$6,000	\$6,000	\$4,000	\$22,000
Food Stipend			\$8,000	\$8,000	\$8,000	\$6,000	\$30,000
Emergency Motel Voucher			\$10,000	\$10,000	\$10,000	\$7,500	\$37,500
Vehicle Lease			\$14,000	\$6,600	\$6,600	\$5,509	\$32,709
Desktop Computers (4)- 2 @transitional house 2 @Grant Admin and Admin Assist (business computers)			\$5,200	\$0	\$0	\$0	\$5,200
Laptop Computers (6)- 4 case managers 2 therapist			\$9,600	\$0	\$0	\$0	\$9,600
Printer- transitional house			\$600	\$0	\$0	\$0	\$600
Office rent (\$500/mo)			\$6,000	\$6,000	\$6,000	\$4,500	\$22,500
Furniture (transitional house)			\$30,000	\$0	\$0	\$0	\$30,000
Printer Ink (transitonal house)			\$300	\$300	\$300	\$200	\$1,100

						\$0
Subtotal Services and Supplies		\$167,700	\$114,900	\$114,900	\$86,209	\$483,709
3. LEAD AGENCY PROFESSIONAL SERVICES OR LEAD AGENCY SUBCONTRACTS						
Only to be used by Lead Agency - City of Seaside Recreation Dept. Not for partners						
Subtotal Lead Agency Professional Services/Contracts		\$0	\$0	\$0	\$0	\$0
4. NON-GOVERNMENTAL (NGO) PARTNER CONTRACTS (at least 50% of funding) Extra points for more than 50%						
This section will be filled in on lead agency budget once each partner's budget has been finalized						
Subtotal Non-governmental Partner Contracts		\$0	\$0	\$0	\$0	\$0
5. PROJECT EVALUATION AND MONITORING						
Evaluator: Grace Carroll, Carroll Consulting (minimum of 5%, no more than \$50k over life of grant)	26,667	26,667	26,667	19,999	100000	
					\$0	
Subtotal Project Evaluation and Monitoring	\$26,667	\$26,667	\$26,667	\$19,999	\$100,000	
6. EQUIPMENT/ FIXED ASSETS - State definition is anything more than \$500 in value	0	0	0			
						\$0
Subtotal Equipment	0	0	0			\$0
7. COMPLIANCE AUDIT						
This section is for lead agency only						
						\$0
						\$0
Subtotal Compliance Audit	\$0	\$0	\$0	\$0	\$0	\$0
8. OTHER (TRAVEL, TRAINING, ETC)						
Mileage reimbursement 8,000 0.67	\$5,360	\$5,360	\$5,360	\$4,788	\$20,868	
Bus Passes	\$21,000	\$21,000	\$21,000	\$15,750	\$78,750	
Training for program staff	\$8,000	\$5,000	\$3,000	\$0	\$16,000	
Subtotal Other	\$34,360	\$31,360	\$29,360	\$20,538	\$115,618	
TOTAL DIRECT COSTS	\$1,145,997	\$1,126,888	\$1,163,046	\$900,599	\$4,336,530	
9. INDIRECT COST (10% OR 20% IF RATE AGMT of all direct 1, 2, 5, 7, 8 + eligible 4 = FIRST \$25K ONLY)						
	\$114,600	\$112,689	\$116,305	\$90,060	\$433,653	
TOTAL PROJECT BUDGET	\$1,260,597	\$1,239,577	\$1,279,351	\$990,659	\$4,770,183	

*NOTE: Only additional costs caused by the grant can be claimed in Indirect. For example, additional accounting services, additional utility costs, additional Internet costs (switch Purchasing a vehicle requires additional approval and justification and may not be approved even if it's in budget.

Year 1 eligible Section 4 contracts added to Indirect:
Year 2 eligible Section 4 Services added to Indirect:
Year 3 eligible Section 4 contracts added to Indirect:

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF SEASIDE AND THE VILLAGE PROJECT INC.

This Memorandum of Understanding is made and entered into on February 20, 2025, by and between the City of Seaside, (hereinafter "CITY"), and The Village Project Inc. (hereinafter "TVP").

I. PURPOSE

This Memorandum of Understanding stands as evidence that CITY and TVP intend to work together toward the mutual 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. TVP agrees to comply with the terms of the grant.

II. RESPONSIBILITIES/TERM/FUNDING

1. The grant performance period is October 3, 2024, through June 30, 2028.
2. CITY will contribute personnel to provide oversight to the Prop 47 grant program, coordinate activities among the participants.
3. CITY will disburse grant funds on a monthly or quarterly basis depending on the process with the BSCC. Grant disbursement is contingent upon receiving monthly/quarterly invoices and progress reports in a timely manner.
4. TVP will report on the status grant funds on a quarterly basis. The report will include a description of special events, significant activities, and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.
5. TVP will invoice for the monthly/quarterly grant disbursement, documenting expended funds. Funds shall only be for services and

supplies outlined in (Exhibit A).

6. All submitted invoices must be for items that are in the approved budget, and expenditures must encompass the current cycle of invoices. TV
7. TVP will present a status report to City Council, each year of the grant period in December, and a final report no later than December 2028.
8. TVP will provide all necessary documents required by the BSCC status as well as file a certificate of insurance prior to the execution of the contract agreement.
9. TVP must have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and have a physical address.
10. Projects must be consistent with the terms of the Prop 47 grant agreement.
11. Maintain TVP 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
12. Maintain TVP 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..
13. TVP will determine a risk/needs assessment which 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.

14. TVP will monitor 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.
15. TVP will develop a 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.
16. TVP 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.
17. The total Prop 47 grant award is \$6,022,619.00 and TVP will receive \$\$4,660,183 which will be distributed over a 4 year period. TVP will submit invoices on a monthly/quarterly basis as approved by the BSCC
18. TVP will provide City with records as requested pertaining to the enrollment and completion of program participants.
19. Grant funds can only be used to for the specific services and supplies that have been outlined and submitted to the BSCC. Any modifications will need to go through the appropriate process outlined by the BSCC.

III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.
2. CITY shall indemnify, defend and hold harmless TVP, its officers, agents,

and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

3. TVP shall indemnify, defend and hold harmless CITY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

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

5. Any notices under this agreement shall be sent to TVP or CITY by personal delivery, by electronic facsimile, or by certified mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The following names, titles, addresses and telephone numbers are designated by the parties:

Stacie Andrews, Executive Director
THE VILLAGE PROJECT INC.
1069 Broadway Avenue, Suites 200-201
Seaside CA 93955
Telephone: 831.392.1500

Dan Meewis
CITY OF SEASIDE
Interim City Manager
440 Harcourt Avenue
Seaside, CA 93955

6. TVP shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and

control systems shall be satisfactory to CITY. CITY and TVP' auditor shall be afforded access to the TVP' records, books, correspondence and other data relating to this MOU. TVP shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, TVP agrees to make said records, books correspondence and other data relating to this MOU available to CITY at CITY'S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. TVP shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve TVP from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. TVP shall provide CITY upon request, and/or upon completion of the program, with electronic files and copies of any documentation of program results to CITY at CITY'S principal of business.

8. The parties shall comply with all applicable federal, state and local laws and regulations in performing this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on _____.

CITY OF SEASIDE

THE VILLAGE PROJECT

By: _____
Dan Meewis
Its: Interim City Manager

By: _____
Stacie Andrews
Its: Executive Director

Exhibit A

2024 Proposition 47 Grant - This is an expense reimbursed grant

Title: Community Reintegration Collaborative
October 1, 2024 through June 30, 2028

PARTNER BUDGET TEMPLATE

	Annual Salary (no benefits) or Hourly Rate	% FTE (% effort on project) or # of hours on project	Year 1 (10/1/24 - 9/30/25)	Year 2 (10/1/25 - 9/30/26) 4% COLA from Yr 1	Year 3 (10/1/26 - 9/30/27) 4% COLA from Yr 2	Year 4 (10/1/27 - 6/30/28) 4% COLA from Yr 3 9 MONTHS	Total
I. A. PERSONNEL							
Executive Director	\$90,000	0.1	\$9,000	\$9,360	\$9,734	\$7,593	\$35,687
Grant Administrator (new hire) 100% full time	\$ 65,000	1.000	\$65,000	\$67,600	\$70,304	\$54,837	\$257,741
Part time Admin Assistant	40	1040	\$41,600	\$43,264	\$44,995	\$35,096	\$164,954
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TI Equine Therapist	75	1040	\$78,000	\$81,120	\$84,365	\$65,805	\$309,289
Subtotal personnel			\$785,000	\$816,400	\$849,056	\$662,264	\$3,112,720
I.B. BENEFITS							
Executive Director (payroll taxes, health insurance, workers comp, vacation time, sick leave, retirement contribution, etc) expressed as a % of salary		0.27	\$2,430	\$2,527	\$2,628	\$2,050	\$9,636
Part time Admin Asst (payroll taxes, workers comp, SDI) expressed as a % of pay		0.15	\$6,240	\$6,490	\$6,749	\$5,264	\$24,743
Grant Administrator		0.27	\$17,550	\$18,252	\$18,982	\$14,806	\$69,590
Lead Case Manager 1		0.27	\$17,550	\$18,252	\$18,982	\$14,806	\$69,590
Case Manager 2		0.25	\$15,600	\$16,224	\$16,873	\$13,161	\$61,858
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Case Manager 4		0.25	\$15,600	\$16,224	\$16,873	\$13,161	\$61,858
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TI Equine Therapist		0.15	\$11,700	\$12,168	\$12,655	\$9,871	\$46,393
Data Analyst (contract)		0	\$0	\$0	\$0	\$0	\$0
Therapist (Contract)		0	\$0	\$0	\$0	\$0	\$0
Subtotal Fringe Benefits			\$132,270	\$137,561	\$143,063	\$111,589	\$524,483
2. SERVICES AND SUPPLIES							
5 bedroom Transitional Housing Rent/Utilities			\$78,000	\$78,000	\$78,000	\$58,500	\$292,500
Clothing (interviews, after release, etc).			\$6,000	\$6,000	\$6,000	\$4,000	\$22,000
Food Stipend			\$8,000	\$8,000	\$8,000	\$6,000	\$30,000
Emergency Motel Voucher			\$10,000	\$10,000	\$10,000	\$7,500	\$37,500
Vehicle Lease			\$14,000	\$6,600	\$6,600	\$5,509	\$32,709
Desktop Computers (4)- 2 @transitional house 2 @Grant Admin and Admin Assist (business computers)			\$5,200	\$0	\$0	\$0	\$5,200
Laptop Computers (6)- 4 case managers 2 therapist			\$9,600	\$0	\$0	\$0	\$9,600
Printer- transitional house			\$600	\$0	\$0	\$0	\$600
Office rent (\$500/mo)			\$6,000	\$6,000	\$6,000	\$4,500	\$22,500
Furniture (transitional house)			\$30,000	\$0	\$0	\$0	\$30,000
Printer Ink (transitional house)			\$300	\$300	\$300	\$200	\$1,100
							\$0
Subtotal Services and Supplies			\$167,700	\$114,900	\$114,900	\$86,209	\$483,709
3. LEAD AGENCY PROFESSIONAL SERVICES OR LEAD AGENCY SUBCONTRACTS							
Only to be used by Lead Agency - City of Seaside Recreation Dept. Not for partners							
							0
Subtotal Lead Agency Professional Services/Contracts			\$0	\$0	\$0	\$0	\$0
4. NON-GOVERNMENTAL (NGO) PARTNER CONTRACTS (at least 50% of funding) Extra points for more than 50%							
This section will be filled in on lead agency budget once each partner's budget has been finalized							
Subtotal Non-governmental Partner Contracts			\$0	\$0	\$0	\$0	\$0
5. PROJECT EVALUATION AND MONITORING							
Evaluator: Grace Carroll, Carroll Consulting (minimum of 5%, no more than \$50k over life of grant)			26,667	26,667	26,667	19,999	100000
							\$0
Subtotal Project Evaluation and Monitoring			\$26,667	\$26,667	\$26,667	\$19,999	\$100,000
6. EQUIPMENT/ FIXED ASSETS - State definition is anything more than \$500 in value							
			0	0	0		
							\$0
Subtotal Equipment			0	0	0		\$0
7. COMPLIANCE AUDIT							
This section is for lead agency only							
							\$0
							\$0
Subtotal Compliance Audit			\$0	\$0	\$0	\$0	\$0
8. OTHER (TRAVEL, TRAINING, ETC)							
Mileage reimbursement	8,000	0.67	\$5,360	\$5,360	\$5,360	\$4,788	\$20,868
Bus Passes			\$21,000	\$21,000	\$21,000	\$15,750	\$78,750
Training for program staff			\$8,000	\$5,000	\$3,000	\$0	\$16,000
Subtotal Other			\$34,360	\$31,360	\$29,360	\$20,538	\$115,618
TOTAL DIRECT COSTS			\$1,145,997	\$1,126,888	\$1,163,046	\$900,599	\$4,336,530
9. INDIRECT COST (10% OR 20% IF RATE AGMT of all direct 1, 2, 5, 7, 8 + eligible 4 = FIRST \$25K ONLY)							
			\$114,600	\$112,689	\$116,305	\$90,060	\$433,653
TOTAL PROJECT BUDGET			\$1,260,597	\$1,239,577	\$1,279,351	\$990,659	\$4,770,183

*NOTE: Only additional costs caused by the grant can be claimed in Indirect. For example, additional accounting services, additional utility costs, additional Internet costs (swift Purchasing a vehicle requires additional approval and justification and may not be approved even if it's in budget.

Year 1 eligible Section 4 contracts added to Indirect:
Year 2 eligible Section 4 Services added to Indirect:
Year 3 eligible Section 4 contracts added to Indirect:
Year 4 eligible Section 4 contracts added to Indirect:



CITY OF SEASIDE STAFF REPORT

Item No.: 8.R.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Thomas Korman, Public Works Director/City Engineer

DATE: February 20, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING ACCEPTANCE OF
EASEMENT DEEDS ON COE AVENUE (BEHIND 1735 AND 1745
MILITARY AVENUE) FOR TRAFFIC SAFETY IMPROVEMENTS**

RECOMMENDATION

Authorize the acceptance of Easement Deeds on Coe Avenue behind 1735 and 1745 Military Avenue, and authorizing the City Clerk to execute the Certificate of Acceptance for said deed and cause it to be recorded.

BACKGROUND

The properties located behind Coe Avenue have repeatedly experienced accidents causing damage to private property. Following the acceptance of Coe Avenue from the Military, Coe Ave widened in 2011 to accommodate a Class II Bike Lane and additional pedestrian improvements. To accommodate the Class II Bike Lane, the edge of roadway was extended to property line leaving no room for the City to implement necessary traffic safety improvements to protect private property.

In the last two years, the properties located at 1735 and 1745 Military Avenue have suffered multiple losses due to the accidents that have occurred at this location. The proposed easement will allow the City to implement the necessary traffic safety measures at this location.

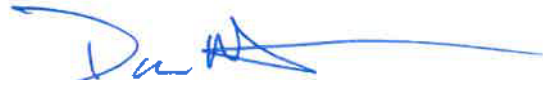
FISCAL IMPACT

There is no fiscal impact associated with accepting the easement deed.

ATTACHMENTS

1. Resolution
 2. Easement Deed - 1745 Military
 3. Easement Deed - 1735 Military
-

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING ACCEPTANCE OF AN EASEMENT DEEDS ON COE AVENUE
(BEHIND 1735 AND 1745 MILITARY AVENUE) FOR TRAFFIC SAFETY
IMPROVEMENTS**

WHEREAS, the properties located behind Coe Avenue have repeatedly experienced accidents causing damage to private property; and

WHEREAS, following the acceptance of Coe Avenue from the Military, Coe Ave widened in 2011 to accommodate a Class II Bike Lane and additional pedestrian improvements; and

WHEREAS, to accommodate the Class II Bike Lane, the edge of roadway was extended to property line leaving no room for the City to implement necessary traffic safety improvements to protect private property; and

WHEREAS, the properties located at 1735 and 1745 Military Avenue have suffered multiple losses due to the accidents that have occurred at this location; and

WHEREAS, the proposed easement will allow the City to implement the necessary traffic safety measures at this location.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to accept easement deeds on Coe Avenue (behind 1735 and 1745 Military Avenue) for traffic safety improvements.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 20th day of February, 2025, 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

RECORDING REQUESTED BY

The City of Seaside

APN: 011-471-002

WHEN RECORDED MAIL THIS DEED, AND UNLESS
OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT

Name City of Seaside
Street 440 Harcourt Avenue
Address
City Seaside, CA 93955
State Attn: Thomas Korman, City
Zip

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT GRANT DEED

Documentary Transfer Tax is \$ -0- No Taxable Consideration, Easement Rights Only

- ☐ computed on full value of the interest or property conveyed, or
☐ computed on full value less the value of liens and encumbrances remaining thereon at time of sale.

The land tenements or realty is located in ☐ Unincorporated area ☐ City of Seaside

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**Cornelius B. Linehan, and Cathy L. Linehan, Trustees of the Cornelius and Cathy Linehan
Living Trust dated November 13, 2019**

hereby grants to

The City of Seaside, a Municipal Corporation

t real

property in the County of Monterey, State of California, described as:

The northerly 5.00 feet of Lot numbered 2 in Block numbered 42, as shown on that map entitled, "Ord
Terrace No. 6, filed February 8, 1955 in Volume 6 of Cities and Towns at Page 42, Official Records of
Monterey County, California. Additional easement terms are attached as "Exhibit A", and graphic exhibit is
attached as "Exhibit B" and made a part hereof.

Dated: _____
Cornelius B. Linehan, Trustee

Cathy L. Linehan, Trustee

A notary public or other officer completing this certificate verifies only the
identity of the individual who signed the document to which this certificate is
attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

} SS

COUNTY OF MONTEREY

On _____, before me, _____
A Notary Public, personally appeared

_____ and _____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument, and acknowledged to me that
he/she/they executed the same in his/her/their signature(s) authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the persons(s), or the entity on
behalf of which the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

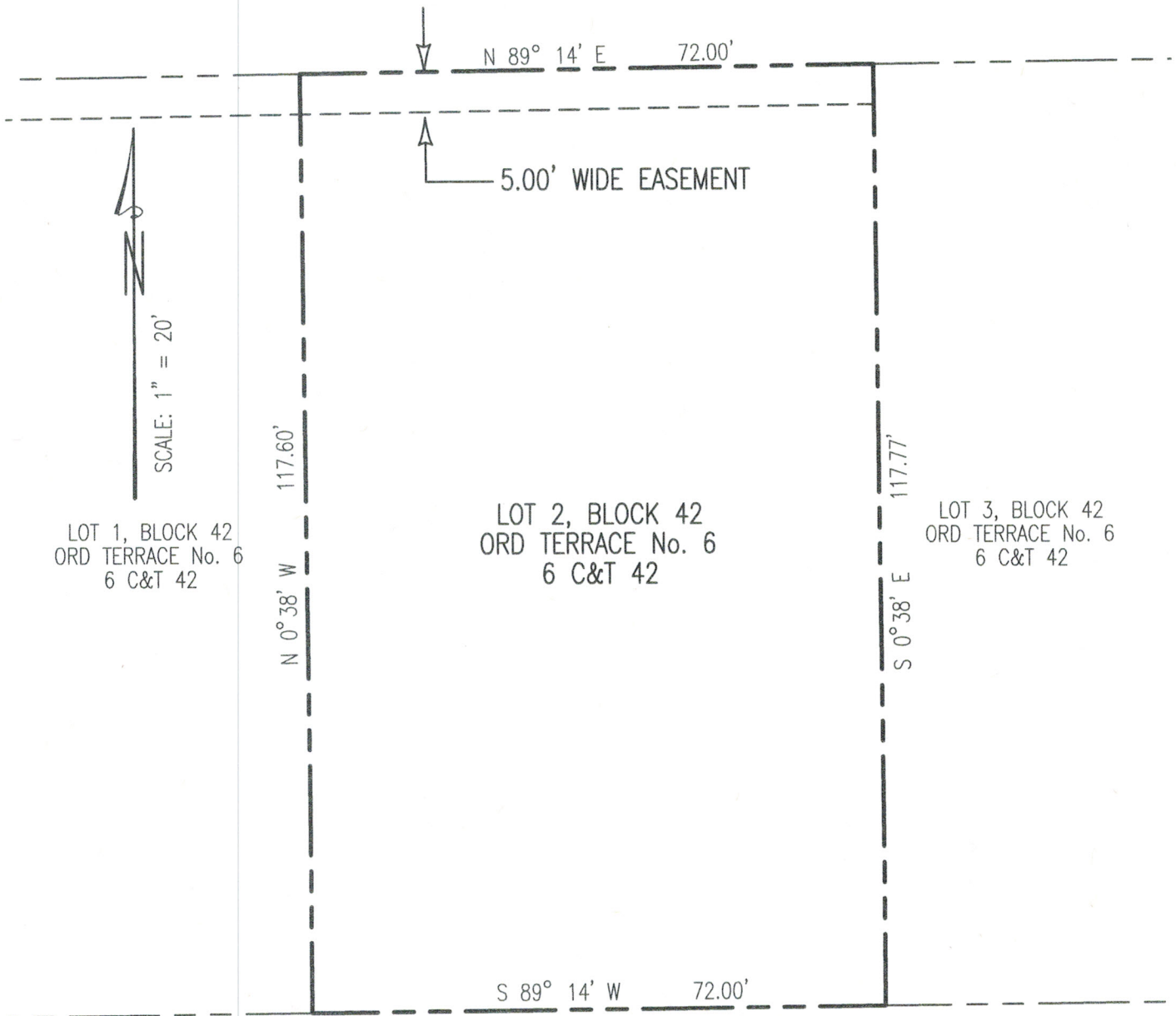
Exhibit A

Additional Easement Terms

1. Grantee shall indemnify, defend (with counsel reasonably satisfactory to Grantor) and hold Grantor and its successors (collectively, the "Indemnitees") harmless from and against any and all claims, loss, damage, penalties, liabilities, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) (together, "Claims") suffered or incurred by the Indemnitees, or any of them, arising from or relating to the Grantee's exercise of any right or performance of any obligation under this Easement, including without limitation Grantee's right to construct, install, use, repair and maintain, remove, replace, and inspect, the public safety improvements within the Easement Area, to the extent such Claims are not caused by the active negligence or willful misconduct of Indemnitees.
2. Grantee shall, at its sole cost and expense, construct, maintain and repair, as necessary, the public safety improvements within the Easement Area.

EXHIBIT B
GRAPHIC EXHIBIT

COE AVENUE

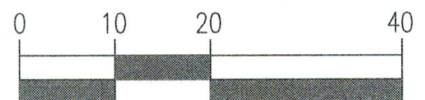


2/13/2025

MILITARY AVENUE

PREPARED BY:
MONTEREY BAY ENGINEERS, INC.
607 CHARLES AVENUE, SUITE B
SEASIDE, CA 93955

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

RECORDING REQUESTED BY

The City of Seaside

APN: 011-471-001

WHEN RECORDED MAIL THIS DEED, AND UNLESS
OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT

Name City of Seaside
Street 440 Harcourt Avenue
Address
City Seaside, CA 93955
State Attn: Thomas Korman, City
Zip

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT GRANT DEED

Documentary Transfer Tax is \$ -0- No Taxable Consideration, Easement Rights Only

- ☐ computed on full value of the interest or property conveyed, or
☐ computed on full value less the value of liens and encumbrances remaining thereon at time of sale.

The land tenements or realty is located in ☐ Unincorporated area ☐ City of Seaside

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

James E. Pryor, as Trustee of the James E. Pryor Living Trust dated March 11, 2019

hereby grants to

The City of Seaside, a Municipal Corporation

an EASEMENT for the installation and maintenance of fencing and traffic safety improvements within that real property in the County of Monterey, State of California, described as:

The northerly 5.00 feet of Lot numbered 1 in Block numbered 42, as shown on that map entitled, "Ord Terrace No. 6, filed February 8, 1955 in Volume 6 of Cities and Towns at Page 42, Official Records of Monterey County, California. Additional easement terms are attached as "Exhibit A", and graphic exhibit is attached as "Exhibit B" and made a part hereof.

Dated: _____
James E. Pryor, as Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

} SS

COUNTY OF MONTEREY

On _____, before me, _____
A Notary Public, personally appeared

_____ and _____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument, and acknowledged to me that
he/she/they executed the same in his/her/their signature(s) authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the persons(s), or the entity on
behalf of which the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____

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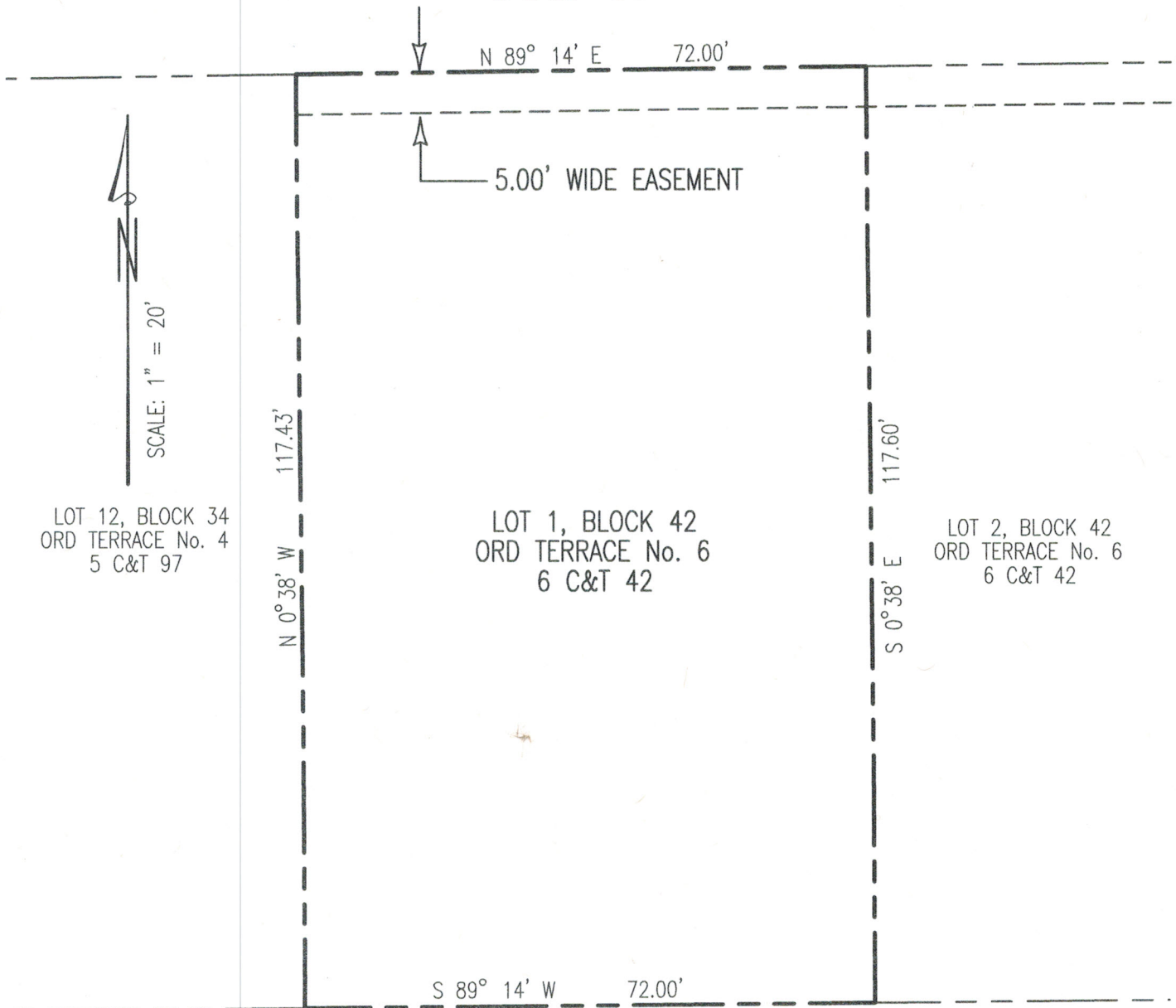
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EXHIBIT B
GRAPHIC EXHIBIT

COE AVENUE



MILITARY AVENUE

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

PREPARED BY:
MONTEREY BAY ENGINEERS, INC.
607 CHARLES AVENUE, SUITE B
SEASIDE, CA 93955

2/13/2025



CITY OF SEASIDE STAFF REPORT

Item No.: 8.S.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Thomas Korman, Public Works Director/City Engineer

DATE: February 20, 2025

SUBJECT: ADOPT A RESOLUTION AWARDING A NOT-TO-EXCEED MAINTENANCE CONTRACT TO THE TWO (2) LOW BIDDERS BEAR ELECTRICAL SOLUTIONS, LLC., AND ST. FRANCIS ELECTRIC, LLC. WITH AN ANNUAL FUNDING LIMIT OF \$1,000,000.00 AND DIRECTING THE PUBLIC WORKS DIRECTOR TO AUTHORIZE INDIVIDUAL WORK ORDERS

RECOMMENDATION

Award contracts for the 2025 On-Call Job Order (Traffic Signal and Streetlight Maintenance) Contracts.

BACKGROUND

DISCUSSION

On January 17, 2025 staff advertised the 2025 Traffic Signal and Streetlight Maintenance On Call Contract for bid. The City operates and maintains 22 signalized intersections and 336 street lights. The services covered in the bid includes an initial traffic signal health check, preventative maintenance, unscheduled repairs, emergency response (24/7 service), and underground service alerts.

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. The low bid public bidding process required contractors to provide unit pricing, labor rates, markups, and pricing schedules that establish clear unit costs for itemized and otherwise well-defined types of work anticipated-throughout the year.

To ensure the City has a readily available work force the bid was advertised for multiple on call contracts where individual work orders were offered first to the 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.

The 2025 on call contracts for the traffic signal and streetlight maintenance are set to a not-to-exceed limit of \$1,000,000.00. 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. Staff set the new construction project limit at \$175,000.00 to prevent the use of the On-Call contractor for large well planned non-emergency projects that would deplete the available fund.

Bids for the 2025 On-Call Traffic Signal and Streetlight Maintenance Contract were received on February 11, 2025. Two (2) bids were received and opened publicly from the following contractors:

Contractor	Grand Total Bid (Hourly Rate)
Bear Electrical Solutions, LLC	\$675.00
St. Francis Electric, LLC	\$743.00

The award of the contract is based upon the lowest responsive, responsible bid comparing the contractors grand total bid amounts. The bid schedule identified two types of maintenance, scheduled work and emergency repairs, with labor and equipment hourly rates. Bear Electrical Solutions, LLC is the lowest responsive and responsible bidder, with a grand total bid of \$675.00 (hourly rate). St. Francis Electric, LLC is the second low bidder with a grand total bid of \$743 (hourly rate). Staff reviewed both bids and determined them to be responsive, and that the bidders have the necessary qualifications, and experience level to satisfactorily perform all work within the project scope. Staff is recommending to award annual on call traffic signal and streetlight maintenance contracts to the first low bidder Bear Electrical Solutions, LLC and the second low bidder St. Francis Electric, LLC each for annual not-to-exceed \$1,000,000.00 with an option for an additional two (2) one-year (1-year) extensions.

ENVIRONMENTAL COMPLIANCE

Award of an On Call contract with out defined work does not have a direct physical effect and is therefor excluded under CEQA. for work completed under this on call contract, this staff report establishes a list of categorical exemptions from the California Environmental Quality Act (CEQA) defining specific activities that fall within each class of exemptions set forth in Article 19 of the CEQA Guidelines. Projects consistent with the letter and intent of the exemptions expressed in such classes as defined herein are exempt when performed under this on call contract. All non-exempt projects shall undergo further environmental review with their findings and mitigations subject to City Council review and approval. Categorical exemptions are to be applied only where projects have not already been excluded from CEQA on some other basis. Projects that have no physical effects, or that involve only ministerial government action, are excluded.

The classes set forth in CEQA guidelines sections 15301 - 15332 are identified under the bold headings below, and explained for these exemptions as they apply to on call work in Seaside, Sand City, Del Rey Oaks, or the Presidio of Monterey including former Fort Ord areas.

Classes 3, 4, 11, and 32 are qualified by consideration of where the project is to be located. A project that would ordinarily be insignificant in its impact on the environment such as replacing a utility line under a downtown landscaped parcel may be significant, if it is in a particularly sensitive or hazardous area such as Seaside East in former Fort Ord lands with maritime chaparral and endangers, listed, or special significance species. Therefor classes will not apply where the project may impact an areas of special significance that has been designated, precisely mapped, and officially adopted pursuant to law by federal, states or local agencies, and these classes are marked with an asterisk (*). In addition all classes of exemptions are inapplicable when the cumulative

impact of successive projects of the same type and/or in the same place over time are significant. Finally, exemptions shall not be applied in the following circumstances: (1) A categorical exemption shall not apply for a project which may result in damage to scenic resources, including, but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway; (2) A categorical exemption shall not apply for a project located on a site which is included on any list of hazardous waste sites compiled pursuant to Section 65962.5 of the Government Code; (3) A categorical exemption shall also not apply for a project which may cause a substantial adverse change in the significance of a historical resource.

CLASS 1: Existing Facilities

Class 1 consists of 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. Examples include but are not limited to:

(a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.

(b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.

(c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).

(d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood.

(e) Additions to existing structures provided that the addition will not result in an increase of more than:

(1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or

(2) 10,000 square feet if:

(A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and

(B) The area in which the project is located is not environmentally sensitive.

(f) Addition of safety or health protection devices for use during construction of or in conjunction with existing structures, facilities, or mechanical equipment, or topographical features including navigational devices.

(g) New copy on existing on- and off-premise signs.

(h) Maintenance of existing landscaping, native growth, and water supply reservoirs (excluding the use of economic poisons, as defined in Division 7, Chapter 2, California Agricultural Code).

(i) Division of existing multiple-family or single-family residences into common-interest ownership and subdivision of existing commercial or industrial buildings, where no physical changes occur which are not otherwise exempt.

(j) Minor repairs and alterations to existing dams and appurtenant structures under the supervision of the Department of Water Resources.

(k) Conversion of a single-family residence to office use.

(l) Use of a single-family residence as a small family day care home, as defined in Section 1596.78 of the Health and Safety Code.

CLASS 2: REPLACEMENT OR RECONSTRUCTION

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. Examples include but are not limited to:

(a) Replacement or reconstruction of existing schools and hospitals to provide earthquake-resistant structures which do not increase capacity more than 50 percent.

- (b) Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.
- (c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.
- (d) Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding.

*** CLASS 3: NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES**

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include but are not limited to:

- (a) One single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption.
- (b) A duplex or similar multi-family residential structure totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes, and similar structures designed for not more than six dwelling units.
- (c) A store, motel, office, restaurant and/or similar small commercial structures not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use, if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.
- (d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.
- (e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

*** CLASS 4: MINOR ALTERATIONS TO LAND**

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. Examples include but are not limited to:

- (a) Grading on land with a slope of less than 10 percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist-Priolo Earthquake Fault Zone or within an Official Seismic Hazard Zone, as delineated by the State Geologist.
- (b) New gardening or landscaping, including the replacement of existing conventional landscaping with water-efficient or fire-resistant landscaping.
- (c) Filling of earth into previously excavated land with material compatible with the natural features of the site.
- (d) Minor alterations in land, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of habitat for fish and wildlife resources or greater fish production.
- (e) Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.
- (f) Minor trenching and backfilling where the surface is restored.
- (g) Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies.
- (h) The creation of bicycle lanes on existing rights-of-way.
- (i) Fuel management activities within 30 feet of structures to reduce the volume of flammable

vegetation, provided that the activities will not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of surface waters. This exemption shall apply to fuel management activities within 100 feet of a structure if the public agency having fire protection responsibility for the area has determined that 100 feet of fuel clearance is required due to extra hazardous fire conditions.

CLASS 7: ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF NATURAL RESOURCES

Class 7 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment. Examples include but are not limited to wildlife preservation activities of the State Department of Fish and Game. Construction activities are not included in this exemption.

CLASS 8: ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF THE ENVIRONMENT

Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption.

CLASS 9: INSPECTIONS

Class 9 consists of activities limited entirely to inspection, to check for performance of an operation, or quality, health, or safety of a project, including related activities such as inspection for possible mislabeling, misrepresentation, or adulteration of products.

*** CLASS 11: ACCESSORY STRUCTURES**

Class 11 consists of construction, or replacement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to:

- (a) On-premise signs.
- (b) Small parking lots.
- (c) Placement of seasonal or temporary use items such as lifeguard towers, mobile food units, portable restrooms, or similar items in generally the same locations from time to time in publicly owned parks, stadiums, or other facilities designed for public use.

CLASS 23: NORMAL OPERATIONS OF FACILITIES FOR PUBLIC GATHERINGS

Class 23 consists of the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose. For the purposes of this section, "past history" shall mean that the same or similar kind of activity has been occurring for at least three years and that there is a reasonable expectation that the future occurrence of the activity would not represent a change in the operation of the facility. Facilities included within this exemption include, but are not limited to, racetracks, stadiums, convention centers, auditoriums, amphitheaters, planetariums, swimming pools, and amusement parks.

CLASS 29: COGENERATION PROJECTS AT EXISTING FACILITIES

Class 29 consists of the installation of cogeneration equipment with a capacity of 50 megawatts or less at existing facilities meeting the conditions described in this section.

- (a) At existing industrial facilities, the installation of cogeneration facilities will be exempt where it will:
 - (1) Result in no net increases in air emissions from the industrial facility, or will produce emissions lower than the amount that would require review under the new source review rules applicable in the county, and
 - (2) Comply with all applicable state, federal, and local air quality laws.

(b) At commercial and industrial facilities, the installation of cogeneration facilities will be exempt if the installation will:

- (1) Meet all the criteria described in Subsection (a),
- (2) Result in no noticeable increase in noise to nearby residential structures,
- (3) Be contiguous to other commercial or institutional structures.

CLASS 30: MINOR ACTIONS TO PREVENT, MINIMIZE, STABILIZE, MITIGATE OR ELIMINATE THE RELEASE OR THREAT OF RELEASE OF HAZARDOUS WASTE OR HAZARDOUS SUBSTANCES

Class 30 consists of any minor cleanup actions taken to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substance which are small or medium removal actions costing \$1 million or less. No cleanup action shall be subject to this Class 30 exemption if the action requires the on site use of a hazardous waste incinerator or thermal treatment unit, with the exception of low temperature thermal desorption, or the relocation of residences or businesses, or the action involves the potential release into the air of volatile organic compounds as defined in Health and Safety Code section 25123.6, except for small scale in situ soil vapor extraction and treatment systems which have been permitted by the local Air Pollution Control District or Air Quality Management District. All actions must be consistent with applicable state and local environmental permitting requirements including, but not limited to, air quality rules such as those governing volatile organic compounds and water quality standards, and approved by the regulatory body with jurisdiction over the site.

Examples of such minor cleanup actions include but are not limited to:

- (a) Removal of sealed, non-leaking drums or barrels of hazardous waste or substances that have been stabilized, containerized and are designated for a lawfully permitted destination;
- (b) Maintenance or stabilization of berms, dikes, or surface impoundments;
- (c) Construction or maintenance of interim or temporary surface caps;
- (d) Onsite treatment of contaminated soils or sludges provided treatment system meets Title 22 requirements and local air district requirements;
- (e) Excavation and/or off site disposal of contaminated soils or sludges in regulated units;
- (f) Application of dust suppressants or dust binders to surface soils;
- (g) Controls for surface water run-on and run-off that meets seismic safety standards;
- (h) Pumping of leaking ponds into an enclosed container;
- (i) Construction of interim or emergency ground water treatment systems;
- (j) Posting of warning signs and fencing for a hazardous waste or substance site that meets legal requirements for protection of wildlife.

CLASS 31: HISTORICAL RESOURCE RESTORATION/REHABILITATION

Class 31 consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

*** CLASS 32: IN-FILL DEVELOPMENT PROJECTS**

Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section.

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

(e) The site can be adequately served by all required utilities and public services.

FISCAL IMPACT

The On Call maintenance contracts with Bear Electrical Solutions, LLC. and St. Francis Electric, LLC. are Not-To-Exceed Contracts for a cumulative one million dollars (\$1,000,000) over a single calendar year. The contract sum of these contracts can not be well defined at the outset. Contractors are not at any time guaranteed work under this contract, and work is issued only under the sole discretion of the City. The contract sum may be zero dollars (\$0.00) over a contract period.

Work under this contract will be issued under individual work orders as described in the Specifications. All work order shall undergo a financial review by the Finance Director to ensure sufficient funds are available for the work. Work Orders require signed approval by the Finance department prior to issuance. Funding will be made through individual project budgets and/or facility accounts. Work Orders will not be issued unless adequate project funding is identified prior to issuance.

ATTACHMENTS

1. Resolution
2. Bid Tabulation Summary
3. Bear On-Call Sample Contract
4. St. Francis On-Call Sample Contract
5. Sample Work Order

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE SPECIFICATIONS FOR THE 2025 TRAFFIC SIGNAL AND STREETLIGHT MAINTENANCE ON CALL CONTRACT, AWARDING A NOT-TO-EXCEED MAINTENANCE CONTRACT TO THE TWO (2) LOW BIDDERS BEAR ELECTRICAL SOLUTIONS, LLC , AND ST. FRANCIS ELECTRIC, LLC WITH AN ANNUAL FUNDING LIMIT OF \$1,000,000.00 AND DIRECTING THE PUBLIC WORKS DIRECTOR TO AUTHORIZE INDIVIDUAL WORK ORDERS

WHEREAS, On January 17, 2025 the City advertised the 2025 Traffic Signal and Streetlight Maintenance Contract for bid; and

WHEREAS, the bid schedule identified two types of maintenance, scheduled work and emergency repairs, with labor and equipment hourly rates; and

WHEREAS, Bear Electrical Solutions, LLC was determined to have the lowest responsive and responsible grand total bid in the amount of \$675.00 (hourly rate); and

WHEREAS, St. Francis Electric, LLC was determined to have the second lowest responsive and responsible grand total bid in the amount of \$743.00 (hourly rate); and

WHEREAS, The basis of award for the 2025 On Call Traffic Signal and Streetlight Maintenance Contract is determined by the lowest responsive responsible bid based on the grand total bid amount; and

WHEREAS, Bear Electrical Solutions, LLC and St. Francis Electric, LLC have successfully demonstrated their qualifications by completing similar work projects; and

WHEREAS, Award of this on call contract for work that is not yet defined has no physical effect and is excluded from CEQA; and

WHEREAS, Award of an On Call contract without defined work does not have a direct physical effect and is therefore excluded under CEQA. for work completed under this on call contract, this staff report establishes a list of categorical exemptions from the California Environmental Quality Act (CEQA) defining specific activities that fall within each class of exemptions set forth in Article 19 of the CEQA Guidelines. Projects consistent with the letter and intent of the exemptions expressed in such classes as defined herein are exempt when performed under this on call contract. All non-exempt projects shall undergo further environmental review with their findings and mitigations subject to City Council review and approval. Categorical exemptions are to be applied only where projects have not already been excluded from CEQA on some other basis. Projects that have no physical effects, or that involve only ministerial government action, are excluded.

The classes set forth in CEQA guidelines sections 15301 - 15332 are identified under the bold headings below, and explained for these exemptions as they apply to on call work in Seaside, Sand City, Del Rey Oaks, or the Presidio of Monterey including former Fort Ord areas.

Classes 3, 4, 11, and 32 are qualified by consideration of where the project is to be located. A project that would ordinarily be insignificant in its impact on the environment such as replacing a utility line under a downtown landscaped parcel may be significant, if it is in a particularly sensitive or hazardous area such as Seaside East in former Fort Ord lands with maritime chaparral and endangers, listed, or special significance species. Therefore classes will not apply where the project may impact an area of special significance that has been designated, precisely mapped, and officially adopted pursuant to law by federal, states or local agencies, and these classes are marked with an asterisk (*). In addition all classes of exemptions are inapplicable when the cumulative impact of successive projects of the same type and/or in the same place over time are significant. Finally, exemptions shall not be applied in the following circumstances: (1) A categorical exemption shall not apply for a project which may result in damage to scenic resources, including, but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway; (2) A categorical exemption shall not apply for a project located on a site which is included on any list of hazardous waste sites compiled pursuant to Section 65962.5 of the Government Code; (3) A categorical exemption shall also not apply for a project which may cause a substantial adverse change in the significance of a historical resource.

CLASS 1: Existing Facilities

Class 1 consists of 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. Examples include but are not limited to:

- (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.
- (b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.
- (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).
- (d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood.
- (e) Additions to existing structures provided that the addition will not result in an increase of more than:
 - (1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or
 - (2) 10,000 square feet if:
 - (A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and
 - (B) The area in which the project is located is not environmentally sensitive.
- (f) Addition of safety or health protection devices for use during construction of or in

conjunction with existing structures, facilities, or mechanical equipment, or topographical features including navigational devices.

(g) New copy on existing on- and off-premise signs.

(h) Maintenance of existing landscaping, native growth, and water supply reservoirs (excluding the use of economic poisons, as defined in Division 7, Chapter 2, California Agricultural Code).

(i) Division of existing multiple-family or single-family residences into common-interest ownership and subdivision of existing commercial or industrial buildings, where no physical changes occur which are not otherwise exempt.

(j) Minor repairs and alterations to existing dams and appurtenant structures under the supervision of the Department of Water Resources.

(k) Conversion of a single-family residence to office use.

(l) Use of a single-family residence as a small family day care home, as defined in Section 1596.78 of the Health and Safety Code.

CLASS 2: REPLACEMENT OR RECONSTRUCTION

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. examples include but are not limited to:

(a) Replacement or reconstruction of existing schools and hospitals to provide earthquake-resistant structures which do not increase capacity more than 50 percent.

(b) Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.

(c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.

(d) Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding.

*** CLASS 3: NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES**

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include but are not limited to:

(a) One single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption.

(b) A duplex or similar multi-family residential structure totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes, and similar structures designed for not more than six dwelling units.

(c) A store, motel, office, restaurant and/or similar small commercial structures not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use, if not

involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.

(d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.

(e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

*** CLASS 4: MINOR ALTERATIONS TO LAND**

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. Examples include but are not limited to:

(a) Grading on land with a slope of less than 10 percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist-Priolo Earthquake Fault Zone or within an Official Seismic Hazard Zone, as delineated by the State Geologist.

(b) New gardening or landscaping, including the replacement of existing conventional landscaping with water-efficient or fire-resistant landscaping.

(c) Filling of earth into previously excavated land with material compatible with the natural features of the site.

(d) Minor alterations in land, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of habitat for fish and wildlife resources or greater fish production.

(e) Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.

(f) Minor trenching and backfilling where the surface is restored.

(g) Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies.

(h) The creation of bicycle lanes on existing rights-of-way.

(i) Fuel management activities within 30 feet of structures to reduce the volume of flammable vegetation, provided that the activities will not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of surface waters.

This exemption shall apply to fuel management activities within 100 feet of a structure if the public agency having fire protection responsibility for the area has determined that 100 feet of fuel clearance is required due to extra hazardous fire conditions.

CLASS 7: ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF NATURAL RESOURCES

Class 7 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment. Examples include but are not limited to wildlife preservation activities of the State Department of Fish and Game. Construction activities are not included in this exemption.

CLASS 8: ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF THE ENVIRONMENT

Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption.

CLASS 9: INSPECTIONS

Class 9 consists of activities limited entirely to inspection, to check for performance of an operation, or quality, health, or safety of a project, including related activities such as inspection for possible mislabeling, misrepresentation, or adulteration of products.

*** CLASS 11: ACCESSORY STRUCTURES**

Class 11 consists of construction, or replacement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to:

- (a) On-premise signs.
- (b) Small parking lots.
- (c) Placement of seasonal or temporary use items such as lifeguard towers, mobile food units, portable restrooms, or similar items in generally the same locations from time to time in publicly owned parks, stadiums, or other facilities designed for public use.

CLASS 23: NORMAL OPERATIONS OF FACILITIES FOR PUBLIC GATHERINGS

Class 23 consists of the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose. For the purposes of this section, "past history" shall mean that the same or similar kind of activity has been occurring for at least three years and that there is a reasonable expectation that the future occurrence of the activity would not represent a change in the operation of the facility. Facilities included within this exemption include, but are not limited to, racetracks, stadiums, convention centers, auditoriums, amphitheaters, planetariums, swimming pools, and amusement parks.

CLASS 29: COGENERATION PROJECTS AT EXISTING FACILITIES

Class 29 consists of the installation of cogeneration equipment with a capacity of 50 megawatts or less at existing facilities meeting the conditions described in this section.

(a) At existing industrial facilities, the installation of cogeneration facilities will be exempt where it will:

- (1) Result in no net increases in air emissions from the industrial facility, or will produce emissions lower than the amount that would require review under the new source review rules applicable in the county, and
- (2) Comply with all applicable state, federal, and local air quality laws.

(b) At commercial and industrial facilities, the installation of cogeneration facilities will be exempt if the installation will:

- (1) Meet all the criteria described in Subsection (a),
- (2) Result in no noticeable increase in noise to nearby residential structures,
- (3) Be contiguous to other commercial or institutional structures.

CLASS 30: MINOR ACTIONS TO PREVENT, MINIMIZE, STABILIZE, MITIGATE OR

ELIMINATE THE RELEASE OR THREAT OF RELEASE OF HAZARDOUS WASTE OR HAZARDOUS SUBSTANCES

Class 30 consists of any minor cleanup actions taken to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substance which are small or medium removal actions costing \$1 million or less. No cleanup action shall be subject to this Class 30 exemption if the action requires the on site use of a hazardous waste incinerator or thermal treatment unit, with the exception of low temperature thermal desorption, or the relocation of residences or businesses, or the action involves the potential release into the air of volatile organic compounds as defined in Health and Safety Code section 25123.6, except for small scale in situ soil vapor extraction and treatment systems which have been permitted by the local Air Pollution Control District or Air Quality Management District. All actions must be consistent with applicable state and local environmental permitting requirements including, but not limited to, air quality rules such as those governing volatile organic compounds and water quality standards, and approved by the regulatory body with jurisdiction over the site.

Examples of such minor cleanup actions include but are not limited to:

- (a) Removal of sealed, non-leaking drums or barrels of hazardous waste or substances that have been stabilized, containerized and are designated for a lawfully permitted destination;
- (b) Maintenance or stabilization of berms, dikes, or surface impoundments;
- (c) Construction or maintenance of interim or temporary surface caps;
- (d) Onsite treatment of contaminated soils or sludges provided treatment system meets Title 22 requirements and local air district requirements;
- (e) Excavation and/or off site disposal of contaminated soils or sludges in regulated units;
- (f) Application of dust suppressants or dust binders to surface soils;
- (g) Controls for surface water run-on and run-off that meets seismic safety standards;
- (h) Pumping of leaking ponds into an enclosed container;
- (i) Construction of interim or emergency ground water treatment systems;
- (j) Posting of warning signs and fencing for a hazardous waste or substance site that meets legal requirements for protection of wildlife.

CLASS 31: HISTORICAL RESOURCE RESTORATION/REHABILITATION

Class 31 consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

*** CLASS 32: IN-FILL DEVELOPMENT PROJECTS**

Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section.

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air

quality, or water quality.

(e) The site can be adequately served by all required utilities and public services.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves Specifications for the 2025 On Call Traffic Signal and Streetlight Maintenance Contract dated 1/17/2025; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction agreement with Bear Electrical Solutions, LLC as the first low bidder for a total annual not-to-exceed of \$1,000,000.00 with an option for an additional two (2) one-year (1-year) extensions; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction agreement with St. Francis Electric, LLC as the second low bidder for a total annual not-to-exceed of \$1,000,000.00 with an option for an additional two (2) one-year (1-year) extensions; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside directs the Public Works Director of the City of Seaside to authorize individual Work Orders under this 2025 On Call Traffic Signal and Streetlight Maintenance Contract.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 20th day of February 2025, 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

Bid Results for Project **2025 On-Call Traffic Signal and Streetlight Maintenance Contract (2025-01)**

Bid Due on February 11, 2025 2:00 PM (PST)

BID SCHEDULE A - SCHEDULED WORK

Item Num	Description	Unit of Measure	Quantity	Bear Electrical Solutions, LLC	St. Francis Electric, LLC
1	Hourly Rate for Traffic Signal/Street Light Technician (\$/Hr)	HR	1	\$115.00	\$130.00
2	Hourly Rate for Pickup Truck (\$/Hr)	HR	1	\$5.00	\$0.00
3	Hourly Rate for Service Truck (\$/Hr)	HR	1	\$15.00	\$35.00
4	Hourly Rate for Service/Bucket Ladder Truck (\$/Hr)	HR	1	\$45.00	\$45.00
5	Hourly Rate for Boom Ladder Truck (\$/Hr)	HR	1	\$0.00	\$0.00
6	Hourly Rate for Crane Truck (\$/Hr)	HR	1	\$65.00	\$65.00
7	Hourly Rate for Concrete Saw (\$/Hr)	HR	1	\$5.00	\$25.00
8	Flat Rate for USA Call Out (\$/Occurrence)	HR	1	\$85.00	\$98.00
Subtotal				\$335.00	\$398.00

BID SCHEDULE B - EMERGENCY REPAIRS

Item Num	Description	Unit of Measure	Quantity	Bear Electrical Solutions, LLC	St. Francis Electric, LLC
9	Hourly Rate for Traffic Signal/Street Light Technician (\$/Hr)	HR	1	\$205.00	\$175.00
10	Hourly Rate for Personal Vehicle (\$/Hr)	HR	1	\$0.00	\$0.00
11	Hourly Rate for Pickup Truck (\$/Hr)	HR	1	\$5.00	\$0.00
12	Hourly Rate for Service Truck (\$/Hr)	HR	1	\$15.00	\$35.00
13	Hourly Rate for Service/Bucket Ladder Truck (\$/Hr)	HR	1	\$45.00	\$45.00
14	Hourly Rate for Boom Ladder Truck (\$/Hr)	HR	1	\$0.00	\$0.00
15	Hourly Rate for Crane Truck (\$/Hr)	HR	1	\$65.00	\$65.00
16	Hourly Rate for Concrete Saw (\$/Hr)	HR	1	\$5.00	\$25.00
Subtotal				\$340.00	\$345.00

Total	\$675.00	\$743.00
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SECTION 00 5200

AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [20__], by and between **Bear Electrical Solutions, LLC** whose place of business is located at **1252 State Street, San Jose, CA 95002** ("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. **25-** adopted on the **20th day of February, 2025** awarded to Contractor the following Contract:

CONTRACT NUMBER 25-XX

2025 On-Call Traffic Signal and Streetlight Maintenance Contract
located at
Seaside City Hall
440 Harcourt Ave.
Seaside, CA 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 Contract Sum('s) as defined in individual work orders and in accordance with the Specifications. Contract sums shall be based on the bid schedule. The Contract Sum of this contract can not be well defined at the outset but will not exceed one million dollars (\$1,000,000) over a single calendar year. The contractor is not guaranteed any work, and the contract sum may be zero dollars (\$0.00). The contract sum will be the cumulative amount of any individual On Call work orders issued through out the year under this contract.

PART 2 - COMMENCEMENT AND COMPLETION OF WORK

1.03 COMMENCEMENT OF WORK

- A. The contract period shall be 1 year commencing on the date established in the Notice to Proceed. Commencement of individual Work Orders shall be in accordance with dates provided on that Work Order
- B. No work shall commence on any individual work order after the Contract period expires.
- C. Owner reserves the right to modify or alter the Commencement Date.

1.04 COMPLETION OF WORK

- A. Contractor shall achieve Substantial Completion of the entire contract within One year from the Commencement Date
- B. Contractor shall achieve Substantial Completion of Individual Work Orders within the periods of time defined on individual Work Orders
- C. **Contractors** shall have thirty (30) working days following substantial completion of the later of the contract or completion date of the last Work Order to achieve Final Completion.

PROJECT REPRESENTATIVES

1.05 OWNER'S PROJECT MANAGER

- A. Owner has designated a Project Manager to act as Owner's Representative 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.

1.06 ARCHITECT/ENGINEER

- A. **[City of Seaside]** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents for this contract. Individual Work Orders may have Plans and Specification developed by outside consultants and those consultants may have the rights assigned to Architect/Engineer for individual Work Orders under this Contract.

LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

1.07 LIQUIDATED DAMAGE AMOUNTS

- A. Unless otherwise defined in individual work orders, as liquidated damages for delay, the Contractor shall pay the Owner **one thousand two hundred dollars (1,200.00)** for each Day that expires after the time specified herein in the individual work orders for the Contractor to achieve Substantial Completion of the entire Work, until achieved.

1.08 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).

CONTRACT DOCUMENTS

- 1.09 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 5300	Work Order
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 7316	Supplementary Conditions – Insurance
Document 00 7319	Supplemental Conditions – Hazardous Materials
Document 00 9113	Addenda
Document 02 1000	Technical Specifications

- 1.010 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).

MISCELLANEOUS

- 1.011** 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.
- 1.012** 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.
- 1.013** 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.
- 1.014** 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.
- 1.015** 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.
- 1.016** This project is subject to compliance monitoring and enforcement by the department of industrial relations.
- 1.017** 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.
- 1.018** 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)

By: _____
(Signature)

(Print Name)

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

(Title)

Attest: _____
City Clerk Signature

By: _____
(Signature)

(Print Name)

(Name)

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

END OF SECTION

SECTION 00 5200

AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [20__], by and between **St. Francis Electric, LLC** whose place of business is located at **975 Carden Street, San Leandro, CA 94577** ("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. **25-** adopted on the **20th day of February, 2025** awarded to Contractor the following Contract:

CONTRACT NUMBER 25-XX

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located at
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PART 2 - COMMENCEMENT AND COMPLETION OF WORK

1.03 COMMENCEMENT OF WORK

- A. The contract period shall be 1 year commencing on the date established in the Notice to Proceed. Commencement of individual Work Orders shall be in accordance with dates provided on that Work Order
- B. No work shall commence on any individual work order after the Contract period expires.
- C. Owner reserves the right to modify or alter the Commencement Date.

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PROJECT REPRESENTATIVES

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- A. Owner has designated a Project Manager to act as Owner's Representative 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.

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- A. **[City of Seaside]** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents for this contract. Individual Work Orders may have Plans and Specification developed by outside consultants and those consultants may have the rights assigned to Architect/Engineer for individual Work Orders under this Contract.

LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

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- A. Unless otherwise defined in individual work orders, as liquidated damages for delay, the Contractor shall pay the Owner **one thousand two hundred dollars (1,200.00)** for each Day that expires after the time specified herein in the individual work orders for the Contractor to achieve Substantial Completion of the entire Work, until achieved.

1.08 SCOPE OF LIQUIDATED DAMAGES

- A. Measures of liquidated damages shall apply cumulatively.
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MISCELLANEOUS

- 1.011** 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.
- 1.012** 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.
- 1.013** 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.
- 1.014** 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.
- 1.015** 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.
- 1.016** This project is subject to compliance monitoring and enforcement by the department of industrial relations.
- 1.017** 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.
- 1.018** 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)

By: _____
(Signature)

(Print Name)

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

(Title)

Attest: _____
City Clerk Signature

By: _____
(Signature)

(Print Name)

(Name)

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

END OF SECTION

SECTION 00 5300

WORK ORDER PROCESS

ARTICLE 1 -WORK ORDER PROCESS

1.01 DESIGN

- A. All project designs and scopes of work shall be developed by the Owner. Scopes of work will vary from full construction plans and specification, construction details and standard details, written scopes of work and focused drawings with details.
- B. Contractors shall never for any reason develop the scope of work for On Call work that they will carry out.

1.02 WORK ORDERS

- A. Work orders at a minimum shall include:
 - 1. The contract or legal agreement under which the work order is being issued,
 - 2. Date under which the overarching contract signed and notice to proceed is issued.
 - 3. A unique identifying project number containing the original contract number a hyphen and the chronological work order number in sequence.
 - 4. A location of the work
 - 5. A description of the work
 - 6. Quantities and agreed price for work
 - 7. Work order start and completion dates identifying the boundaries to the Period of Performance
 - 8. Signatures of the Contractor and City by persons with the legal authority to bid that entity.
 - 9. Final Acceptance of work sign off and completion date
- B. In the case of discrepancy or ambiguity in the Contract Documents, or between contract documents and Work Order scopes of work the Work Order shall prevail. However, in no account shall plans specifications or scopes of work included in work orders to this agreement ever excuse the contractor from performing work in accordance with the provision of the California building code, laws, ordinances other regulations.
- C. Work orders shall act as a Notice to Proceed for individual projects, and no additional Notice to Proceed will be need.

1.03 WORK ORDER VALUE

- A. Work order values shall be based on quantities defined in each individual work orders scope of work multiplied by the unit prices provided in the contractors bid for each line item of the Bid Schedule as shown in Section 00 4113.
 - 1. Where unit prices are given for multiple volumes of the same item, the line item value encompassing the total work order quantity for that item of work shall be used uniformly for all billing related to that item of work. (ie. If a work order requires 500sf of Furnish, Place Compact Class II Aggregate Base (under SW, 4";thick base bid)[F-4-a : F-4-c], and the following prices are provided:

F-4-a	Quantity: 1	Unit: SF	Unit Cost:\$25.00
F-4-b	Quantity: 101	Unit: SF	Unit Cost:\$15.00
F-4-c)	Quantity: 1001	Unit: SF	Unit Cost:\$ 4.40

The item value shall be 500SF * \$15.00/SF = \$7,500.00)
 - 2. Where two separate areas of work of a single work order have distinct quantities of the same line item, the quantities shall be added together and the unit cost used relating to the total value. (ie. A Work Order repairing two separate sidewalks where one sidewalk requires 500SF of Class II Aggregate Base and the other sidewalk requires 600SF of Class II Aggregate Base, the total Class II Aggregate Base are is 1,100SF and the Unit Cost used shall be \$4.40/SF

3. Where specific items of work not include in the Bid Schedule are required for completion of a job, the unit price for the most similar line item shall be used, and or fair market value shall be agreed to by both the City and Contractor. (ie. A single rail galvanized steel guard rail is needed for a project, and Item X-4-a is "Furnish and Install 1 1/2"; diameter galvanized steel pipe hand rail free standing \$135/LF. The \$135/LF
4. City shall rely on Cal Trans Standard Specifications Division 1 Section 9 for defining payment values for items of work not otherwise covered in the bid schedule. In case of a dispute, the City shall have ultimate authority to define fair market value.

WORK ORDER

Work Order Number: [AG No. - W.O. #] [Project Name]

Account Number: [###-####-####]

DESCRIPTION OF WORK: All Work shall be in accordance with the 2025 General Building On Call Contract. This Work Order includes, but not limited to, the following:

_____. Work shall be in accordance with the plans and statement of work, Attachment No. 1.

Project Cost shall be _____ dollars [\$_____] per attached [Name of Contractor]
cost estimates dated [/ /], Attachment No. 2.

To End: 

Work Order Acceptance Acknowledged
By Contractor's Representative: _____
Owner, **[Name of Contractor]**

City Acceptance of Completed Work: _____, []/[]/[]
[Name], [Job Title project manager] DATE
(Contractor's 1 – Year Guarantee Begins From Above Date)

Packet Page 257



CITY OF SEASIDE STAFF REPORT

Item No.: 8.T.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Patrick Grogan, Associate Engineer
Thomas Korman, Public Works Director/City Engineer

DATE: February 20, 2025

SUBJECT: **ADOPT A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO SYNERGY BUILDERS, INC. IN AN AMOUNT NOT TO EXCEED \$448,385.00 (INCLUDES A 20% CONSTRUCTION CONTINGENCY) FOR THE CONSTRUCTION OF THE FIRE STATION NO.1 KITCHEN RENOVATION PROJECT AND APPROPRIATING \$140,161.00 FROM THE GENERAL FUND TO THE PROJECT**

RECOMMENDATION

Approve the plans and specifications, award the construction contract and appropriate the funds.

BACKGROUND

The Fire Station No.1 Kitchen Renovation Project is located at 1635 Broadway Avenue. The project was approved as part of the Fiscal Year 2023/24 CIP project list, and is being carried over to the Fiscal Year 2024/25 budget and CIP project list. The proposed improvements include the removal demolition and reconstruction of the existing kitchen, including casework, countertops, appliances, non-structural walls, MEP systems, non-structural concrete slab sections, and interior finishes. The project also includes the construction of an ADA compliant path of travel, which includes concrete paving and earth work, and temporary traffic and storm water controls.

Design was completed and the project was released for the first Request For Proposal on April 25, 2024. A single proposal was received, and was rejected by the City Council at the July 25, 2024 City Council Meeting. The exterior improvements to the project were revised, and the project was released for the second Request For Proposal on

December 5, 2024. Bids were opened on January 30, 2025, with the City received bids from four contractors. All bids were reviewed for completeness, and are considered responsive.

Contractors	Bid
Synergy Builders, Inc.	\$373,654.12
Silcon Construction, Inc.	\$396,470.00
Pueblo Construction, Inc.	\$472,570.13
David Construction, Inc.	\$501,607.00

Based upon an evaluation of bid documents received, Synergy Builders was the lowest responsive and responsible bidder, with a bid of \$373,654.12. Staff recommends a construction contract for this project be awarded to Synergy Builders.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15301 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorically Exempt (Class 1, Existing Facilities). The project repairs and performs minor upgrades to the existing kitchen facilities, and involves negligible or no expansion of use.

FISCAL IMPACT

The proposed construction agreement with Synergy Builders is a not to exceed amount of \$373,654.12. An agreement contingency of 20%, or \$74,730.88, is appropriate for a project of this scope of work.

The project account (344-8910-9556) for the Fire Station No.1 Kitchen Renovation Project has \$308,224.00 in unencumbered funds. The project also requires design support during construction, which is included in the current contract with RRM Design, who completed the design of the project, as well as the purchase of City furnished equipment for the kitchen. City furnished equipment, specified by the Fire Department Staff, include 1 residential refrigerator, 2 induction range/oven combination units, 2 microwave units. City furnished equipment is estimated to cost \$8,300.00. Construction Management will be performed by Public Works staff. The design phase of the project has been completed. Based upon the services necessary for the project and the construction contingencies, an additional amount of \$148,461.00 from the General Fund is needed to complete the project.

ATTACHMENTS

1. Resolution
 2. Agreement
 3. Plan set
-

4. Specifications

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE PLANS AND SPECIFICATIONS FOR THE FIRE STATION NO.1 KITCHEN RENOVATION PROJECT, APPROPRIATING \$140,161.00 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION CONTRACT TO SYNERGY BUILDERS, INC. FOR AN AMOUNT NOT TO EXCEED \$373,654.12 AND TOTAL CONSTRUCTION COST INCLUDING CONTINGENCY OF \$448,385.00

WHEREAS, the Fire Station No.1 Kitchen Renovation project (Project) is an approved City Capital Improvement Project identified in the fiscal year 2022-2023 annual budget; and

WHEREAS, RRM Design completed the redesign of the project in November 2024; and

WHEREAS, the proposed improvements include the removal demolition and reconstruction of the existing kitchen, including casework, countertops, appliances, non-structural walls, MEP systems, non-structural concrete slab sections, and interior finishes, the construction of an ADA compliant path of travel, which includes concrete paving and earth work, and temporary traffic and storm water controls; and

WHEREAS, on December 5, 2024 the project was released for construction bids, and on January 30, 2025, four bids were received; and

WHEREAS, Synergy Builders was determined to have the lowest responsive and responsible bid in the amount of \$373,654.12; and

WHEREAS, an amount of \$74,730.88 contingency, approximately 20% of the contract value, should be authorized on an as required basis; and

WHEREAS, the project includes the City furnishing approximately \$8,300.00 of kitchen equipment; and

WHEREAS, the City has determined that the project budget (Account No. 344-8910-9556) currently contains \$308,224.00 in unencumbered funds, requiring an additional \$148,461.00 to complete the project; and

WHEREAS, there is sufficient General Fund balance to fund the additional budget request; and

WHEREAS, the project is categorical exempt per Article 19, section 15301 of CEQA because the project will repairs and performs minor upgrades to the existing kitchen, and involves negligible or no expansion of use.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the plans and specifications for the Fire Station No.1 Kitchen Renovation Project dated November 2024; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside approves a fiscal year 2024/2025 budget appropriation in the amount of \$148,461.00 from the General Fund to the Fire Station No.1 Kitchen Renovation Project (344-8910-9556), such that the revised Project budget is \$456,685.00, and directs the Finance Director to make appropriate budget adjustments; and

BE IT FURTHER RESOLVED that the City Council of the City of Seaside authorizes the City Manager to execute a construction contract with Synergy Builders for an amount not to exceed \$373,654.12; and

BE IT FURTHER RESOLVED that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 20% contingency for written amendments, extensions, and change orders to the construction contract outlined above such that the full value may not exceed \$448,385.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 20th day of February, 2024 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [20], by and between [Name of Contractor] whose place of business is located at [Address of Contractor] ("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

**Fire Station No.1 Kitchen Renovation
located at
1635 Broadway Avenue, 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 <<Amount in Word (\$)>> 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 50 Working Days from the Commencement Date and 10 Working Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

- A. Owner has designated **Patrick Grogan** as its Project Manager to act as Owner's Representative 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. **RRM Design Group** 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

4.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner **One Thousand Three Hundred Dollars (\$1,300.00)** 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 Three Hundred Dollars (\$1,300.00)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 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 5 - CONTRACT DOCUMENTS

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

Document 00 0101	Title Page
Document 00 0110	Table of Contents
Document 00 0115	Drawing List
Document 00 1113	Notice Inviting Bids
Document 00 2113	Instructions to Bidders
Document 00 3132	Geotechnical Data and Existing Conditions
Document 00 4113	Bid Form
Document 00 4313	Bond Accompanying Bid
Document 00 4314	Bidder Registration Form
Document 00 4330	Subcontractors List
Document 00 4513	Statement of Qualifications
Document 00 4519	Non-Collusion Affidavit
Document 00 4546	Bidder Certifications
Document 00 5100	Notice of Award
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 7316	Supplementary Conditions – Insurance
Document 00 9113	Addenda
Document 01 1100	Summary
Document 01 2000	Measurement and Payment
Document 01 2600	Modification Procedures
Document 01 3119	Project Meetings
Document 01 3230	Progress Schedules and Submittals
Document 01 3300	Submittals
Document 01 4100	Regulatory Requirements
Document 01 4200	References and Definitions
Document 01 7123	Field Engineering

Document 01 7700	Contract Closeout
Document 02 4119	Selective Structure Demolition
Document 06 4100	Architectural Wood Casework
Document 07 9200	Joint Sealants
Document 08 1113	Hollow Metal Doors and Frames
Document 08 3100	Access Doors and Panels
Document 08 7100	Door Hardware
Document 08 8000	Glazing
Document 09 0561	Common Work Results for Flooring Preparation
Document 09 2116	Gypsum Board Assemblies
Document 09 2236	Lath
Document 09 2400	Cement Plastering
Document 09 3000	Tiling
Document 09 6500	Resilient Flooring
Document 09 9123	Interior Painting
Document 10 1400	Signage
Document 10 4400	Fire Protection Specialties
Document 11 3013	Residential Appliances
Document 12 3600	Countertops
Document 22 0000	Plumbing
Document 23 0000	Heating, Ventilation, and Air Conditioning
Document 23 0013	General Mechanical Requirements
Document 26 0500	Common Work Results for Electrical
Document 26 0501	Selective Electrical Demolition
Document 26 0519	Low Voltage Electrical Power Conductors and Cables
Document 26 0526	Grounding and Bonding for Electrical Systems
Document 26 0533	Raceways and Boxes for Electrical Systems
Document 26 2726	Wiring Devices
Document 26 5100	Interior Lighting
Document 31 1117	Demolition
Document 32 1123	Aggregate Base Course
Document 32 1217	Asphalt Concrete Paving
Document 32 1314	Concrete Paving
Appendix A	Hazardous Materials Assessment
Drawing Set	"Seaside Fire Station No.1 Kitchen Renovation", by RRM Design Group, Approved November 25, 2024

- 5.02** 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 6 - MISCELLANEOUS

- 6.01** 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.
- 6.02** 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.
- 6.03** 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.

- 6.04** 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.
- 6.05** 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.
- 6.06** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.07** 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 the day and year first above written.

CONTRACTOR: [CONTRACTOR'S NAME]

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
Craig Malin
Acting City Manager

(Print Name)

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

Attest: _____
Dominique L. Davis
City Clerk Signature

By: _____
(Signature)

(Name)

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

END OF DOCUMENT

SEASIDE FIRE STATION NO. 1 KITCHEN RENOVATION

1635 BROADWAY AVE, SEASIDE, CA 93955

ABBREVIATIONS

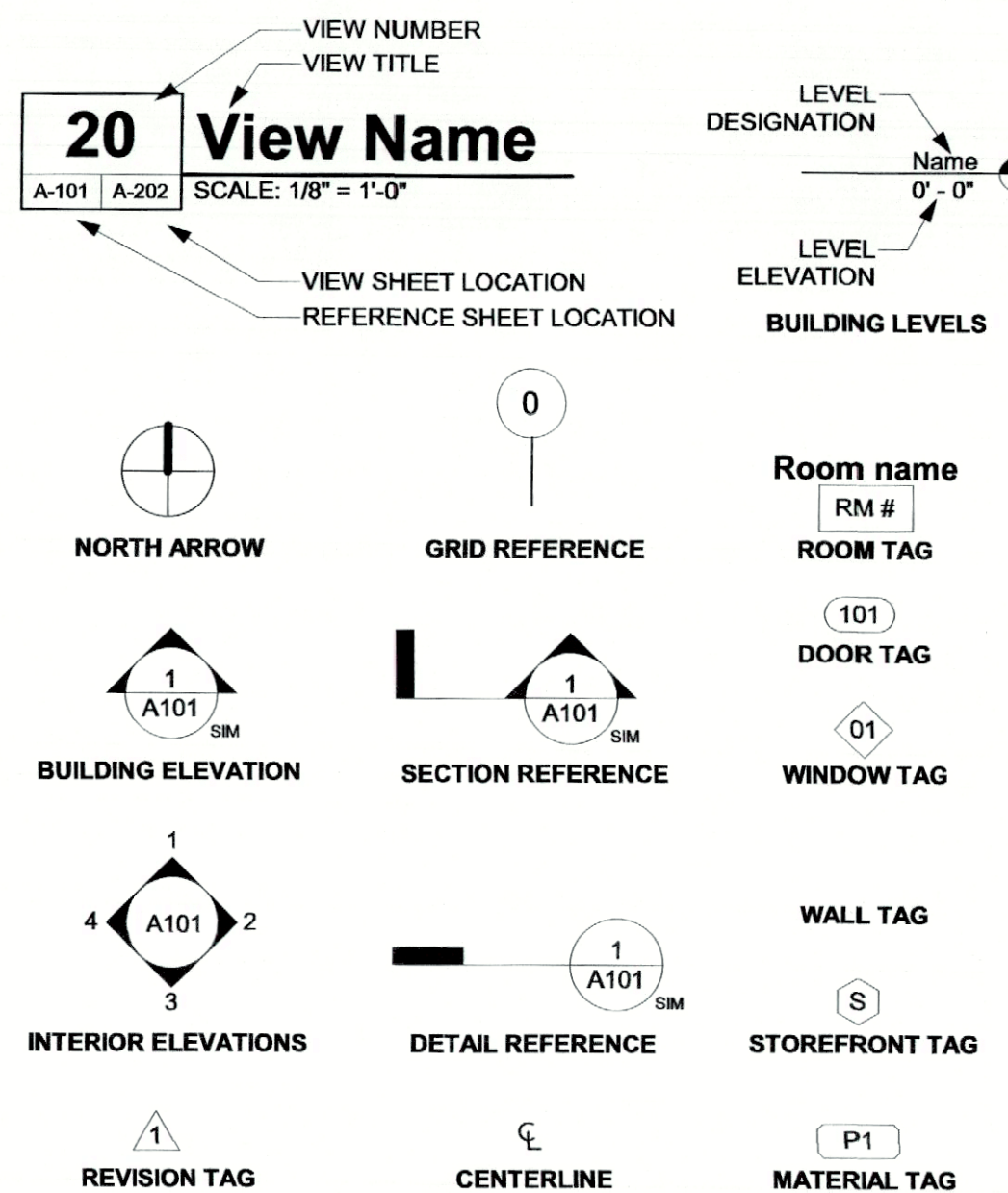
AVC	AIR CONDITIONING	FOIC	FURNISHED BY OWNER INSTALLED BY CONTRACTOR	RTU	ROOF TOP UNIT (MECH)
ABV	ABOVE	FOM	FACE OF MASONRY	S	SOUTH
ACOUS	ACOUSTICAL	FOS	FACE OF STUD	SAFB	SOUND ATTENUATION FIBER BATT
ACT	ACOUSTICAL CEILING TILE	FRP	FIBERGLASS REINFORCED PANELS	SAWP	SELF ADHEREING WATERPROOFING
ADA	AMERICANS WITH DISABILITIES ACT	FT	FOOT OR FEET	SC	SCUPPER/SOLID CORE
AFCI	ARC FAULT CIRCUIT INTERRUPTER	FTG	FOOTING	SCHED	SCHEDULE
AFF	ABOVE FINISH FLOOR	GA	GAUGE, GAGE	SEAL	SEALANT
AL	ALUMINUM	GALV	GALVANIZED	SECT	SECTION
ALT	ALTERNATE	GB	GRAB BAR	SF	SQUARE FOOT
ARCH	ARCHITECT(URAL)	GC	GENERAL CONTRACTOR	SHT	SHEET
BD	BOARD	GFCI	GROUND FAULT CIRCUIT INTERRUPTER	SHTHG	SHEATHING
BDRM	BEDROOM	GT	GROUT	SIM	SIMILAR
BET	BETWEEN	GWB	GYP SUM BOARD	SM	SHEET METAL
BIT	BITUMINOUS	GYP	GYP SUM	SPEC	SPECIFICATION
BLDG	BUILDING	HDWD	HARDWOOD	SQ	SQURE
BLKG	BLOCKING	HDWR	HARDWARE	SSTL	SOLID SURFACE
BLW	BELOW	HM	HOLLOW METAL	SSTL	STAINLESS STEEL
BM	BEAM	HORIZ	HORIZONTAL	STC	SOUND TRANSMISSION CLASS
BOT	BOTTOM	HVAC	HEATING, VENTILATION, A/C	STD	STANDARD
BUR	BUILT UP ROOF	IN	INCH	STL	STEEL
CB	CATCH BASIN	INCAND	INCANDESCENT	STOR	STORAGE
CBC	CALIFORNIA BUILDING CODE	INSUL	INSULATION, INSULATED	STRUCT	STRUCTURAL
CIP	CAST IN PLACE	INT	INTERIOR	SUSP	SUSPENDED
CJ	CONTROL JOINT	JT	JOINT	SV	SHEET VINYL
CL	CENTER LINE	LAM	LAMINATE	SYM	SYMMETRICAL
CLG	CEILING	LAV	LAVATORY	T	TREAD
CLR	CLEAR	LBS	POUNDS	T&G	TONGUE & GROOVE
CMU	CONCRETE MASONRY UNIT	LF	LINEAR FEET	TB	TACKBOARD
CO	CLEAN OUT	LVT	LUXURY VINYL TILE	TEL	TELEPHONE
COL	COLUMN	LW	LIGHTWEIGHT	TEMP	TEMPERED
CONC	CONCRETE	MAX	MAXIMUM	TER	TERRAZZO
CONST	CONSTRUCTION	MDF	MEDIUM DENSITY FIBERBOARD	THK	THICK
CONT	CONTINUOUS	MECH	MECHANICAL	THR	THRESHOLD
CONTR	CONTRACTOR	MEMB	MEMBRANE	TJI	TRUSS JOIST I-JOIST
CT	CERAMIC TILE	MFR	MANUFACTURER	TO	TOP OF
CTR	CENTER	MIN	MINIMUM	TOS	TOP OF SLAB
DBL	DOUBLE	MISC	MISCELLANEOUS	TOW	TOP OF WALL
DF	DRINKING FOUNTAIN	MTL	METAL	TRANS	TRANSFORMER
DIA	DIAMETER, DIAPHRAGM	N	NORTH	TV	TELEVISION
DIM	DIMENSION	NIC	NOT IN CONTRACT	TYP	TYPICAL
DN	DOWN	NO	NUMBER	UFAS	UNIFORM FEDERAL ACCESSIBILITY STANDARDS
DR	DOOR	NTS	NOT TO SCALE	UG	UNDERGROUND
DS	DOWN SPOUT	O.P.	OVERFLOW PIPE	UNFIN	UNFINISHED
DTL	DETAIL	OC	ON CENTER	UNO	UNLESS NOTED OTHERWISE
DW	DISHWASHER	OD	OVERFLOW DRAIN	UV	ULTRAVIOLET
DWG	DRAWING	OFF	OFFICE	VCT	VINYL COMPOSITION TILE
(E)	EXISTING	OH	OPPOSITE HAND	VERT	VERTICAL
E	EAST	OPG	OPENING	VIF	VERIFY IN FIELD
EA	EACH	OPP	OPPOSITE	VTR	VENT TERMINATION PIPE
EJ	EXPANSION JOINT	(P)	PROPOSED	W	WEST
EL	ELEVATION	PERM	PERIMETER	W/	WITH
ELEV		PERP	PERPENDICULAR	WD	WASHER DRYER
ELEC	ELECTRIC	PLAM	PLASTIC LAMINATE	WO	WITHOUT
ENCL	ENCLOSURE	PLBG	PLUMBING	WC	WATERCLOSET
EQ	EQUAL	PLYWD	PLYWOOD	WD	WOOD
EQUIP	EQUIPMENT	PNL	PANEL	WDW	WINDOW
EXH	EXHAUST	PT	PRESSURE TREATED	WH	WATER HEATER
EXP	EXPANSION	PTD	PAINTED	WI	WROUGHT IRON
EXT	EXTERIOR	PV	PHOTO VOLTIC	WIN	WINDOW
FACP	FIRE ALARM CONTROL PANEL	PVC	POLYVINYL CHLORIDE	WP	WATERPROOF(ING)
FAWP	FLUID APPLIED WATERPROOFING	PVMT	PAVEMENT	WR	WEATHER RESISTIVE
FD	FLOOR DRAIN	QTY	QUANTITY	WRB	WATER RESISTIVE BARRIER
FDC	FIRE DEPARTMENT CONNECTION	R	RADIUS, RISER	WSCT	WAINSCOT
FE	FIRE EXTINGUISHER	RB	RUBBER BASE	WT	WEIGHT
FEC	FIRE EXTINGUISHER CABINET	RCP	REFLECTED CEILING PLAN	WWF	WELDED WIRE FABRIC
FF	FINISHED FLOOR ELEVATION	REF	REFRIGERATOR	YD	YARD
FG	FINISHED GRADE	REINF	REINFORCED		
FH	FIRE HYDRANT	REQD	REQUIRED		
FIN	FINISH	RH	RIGHT HAND		
FLR	FLOOR	RM	ROOM		
FLUOR	FLUORESCENT	RO	ROUGH OPENING		
FND	FOUNDATION				
FO	FACE OF				
FOC	FACE OF CONCRETE				
FOF	FACE OF FINISH				

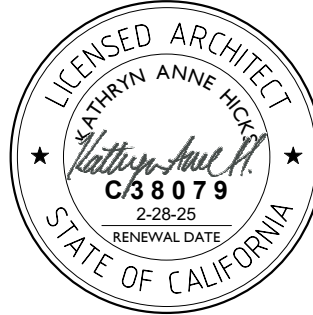
TITLE 24 CCR NOTES

- ALL WORK SHALL CONFORM TO THE 2022 EDITION TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).
- CHANGE TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY ADDENDA OR CONSTRUCTION CHANGE DOCUMENT (CCD). APPROVED BY THE A/E, AS REQUIRED BY SECTION 4-338, PART 1, TITLE 24, CCR. CCD MUST BE SIGNED BY A/E OF RECORD, STRUCTURAL ENGINEER (WHEN APPLICABLE), DELEGATED PROFESSIONAL ENGINEER (WHEN APPLICABLE).
- SUBMIT RFTS TO DESIGN TEAM IN CASE OF INCONSISTENCIES BETWEEN APPROVED DRAWINGS AND APPROVED SPECIFICATIONS IN THE DESCRIPTIONS OF WORK TO BE DONE, EQUIPMENT TO BE PROVIDED OR MATERIAL TO BE USED. IT SHALL BE THAT THE MORE STRINGENT, THE MORE RESTRICTIVE, THE HIGHER QUALITY, AND THE GREATER QUANTITY OF WORK SHALL APPLY.

THE PROJECT INSPECTION (PI) SHALL WITNESS AND VERIFY ALL REQUIRED TESTING AND ELECTRICAL GROUNDING.
- THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION, OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, CCR. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CCR, A CONSTRUCTION CHANGE DOCUMENT (CCD), OR A SEPARATE SET OF PLANS AND SPECIFICATIONS DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BEFORE PROCEEDING WITH THE WORK. (SECTION 4-317(C), PART 1, TITLE 24, CCR).
- GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAD AND ACCESS REQUIREMENTS, AND ENVIRONMENTAL HEALTH CONSIDERATIONS SHALL COMPLY WITH ALL LOCAL ORDINANCES.
- COPIES OF TITLE 24, PARTS 1 THROUGH 5 AND 9 SHALL BE KEPT ON SITE DURING CONSTRUCTION.
- CONTRACTOR RESPONSIBLE FOR THE CONSTRUCTION OF A MAIN WIND OR SEISMIC FORCE RESISTING SYSTEM, INSTALLATION OF EQUIPMENT /COMPONENTS REQUIRING SPECIAL SEISMIC CERTIFICATION, OR A WIND OR SEISMIC FORCE RESISTING COMPONENT LISTED IN THE STATEMENT OF SPECIAL INSPECTIONS SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE BUILDING OFFICIAL (DIVISION OF THE STATE ARCHITECT) AND THE OWNER OR THE OWNER'S AUTHORIZED AGENT PRIOR TO THE COMMENCEMENT OF WORK ON THE SYSTEM OR COMPONENT. THE CONTRACTOR'S STATEMENT OF RESPONSIBILITY SHALL CONTAIN ACKNOWLEDGEMENT OF AWARENESS OF THE SPECIAL REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTIONS. STATEMENTS SHALL BE IN ACCORDANCE WITH CBC 1704A.4.
- ALL STRUCTURAL, ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING MATERIALS INSTALLATION TO COMPLY WITH APPLICABLE CODES, STANDARDS, AND MANUFACTURER'S RECOMMENDATIONS.

SYMBOLS





CONSULTANT

**FIRE STATION NO. 1 KITCHEN
RENOVATION**
1635 Broadway Ave, Seaside, CA 93955
**STORMWATER MANAGEMENT
PLAN**

NO.	REVISION	DATE
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PROJECT MANAGER

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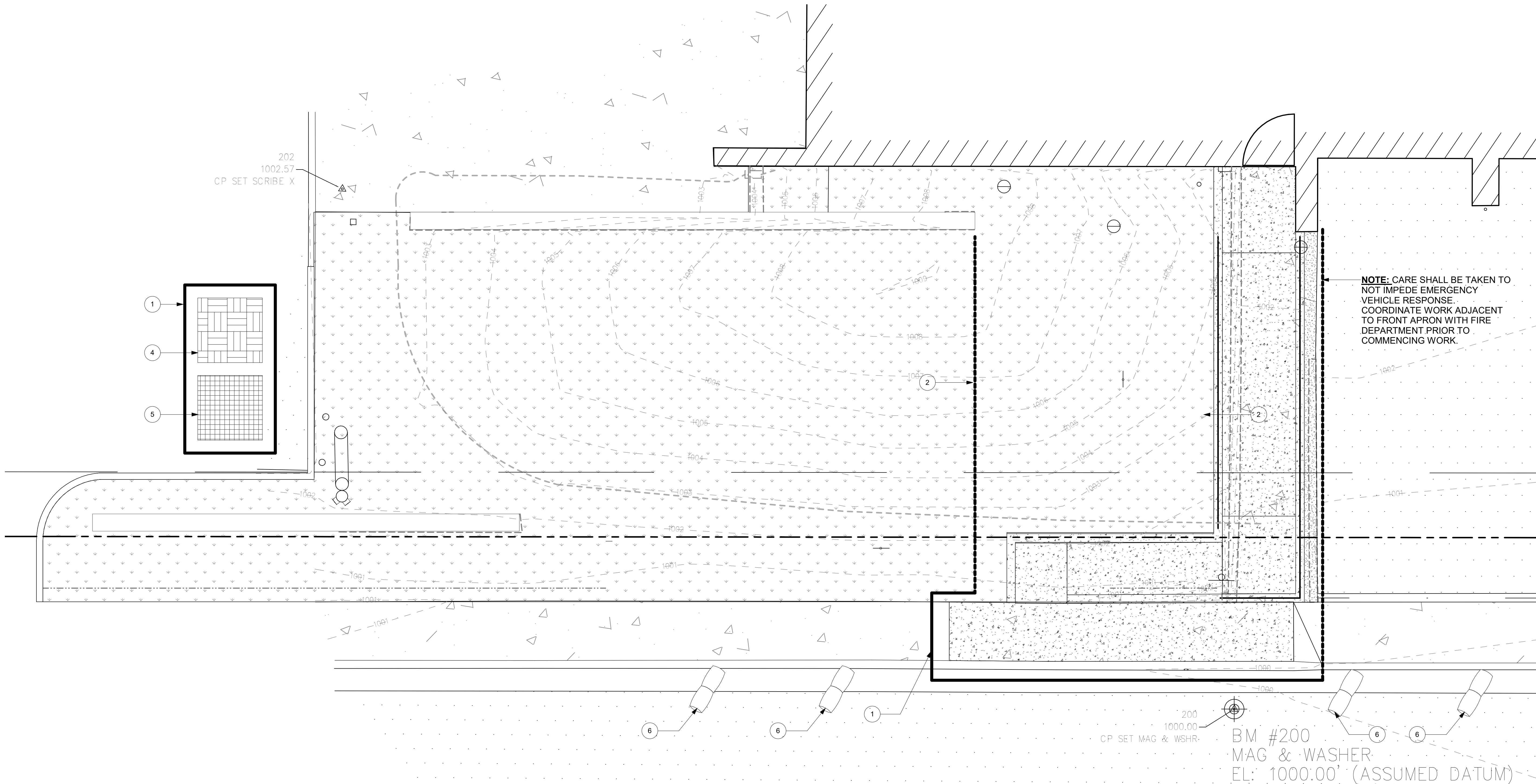
DATE

10.02.2024

PROJECT NUMBER

SHEET

SW-101



1 STORMWATER MANAGEMENT PLAN

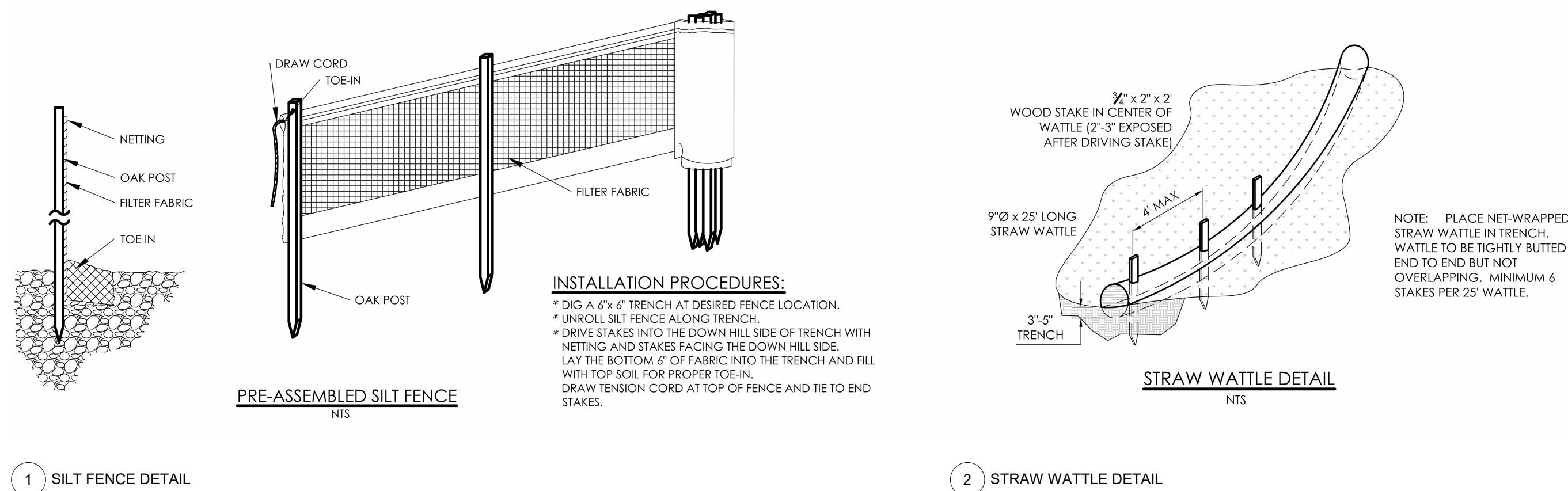
[SW-101] SCALE: 1/4" = 1'-0"

SWPPP CONTROL BMP'S

#	NAME	LEGEND
1	SILT FENCE, SEE DETAIL 1	—
2	STRAW WATTLE, SEE DETAIL 2	- - -
3	STABILIZED CONSTRUCTION ENTRANCE WITH WHEEL WASH AREA	▨
4	MATERIAL DELIVERY & STORAGE / MATERIAL USE	▨
5	CONCRETE WASTE MANAGEMENT	▨
6	GRAVEL BASINS	▨

EROSION CONTROL NOTES

- DURING CONSTRUCTION, THE CONTRACTOR MUST DIRECT ALL RUNOFF TO NON-ERODIBLE LOCATIONS.
- INSTALLATION OF DEVICES SHALL BE YEAR ROUND.
- THE CONTRACTOR SHALL CONSTRUCT TEMPORARY EROSION CONTROL MEASURES AS SHOWN ON THIS PLAN AND/OR AS DIRECTED BY THE ENGINEER TO CONTROL DRAINAGE WHICH HAS BEEN AFFECTED BY GRADING AND/OR TRENCHING
- THE CONTRACTOR WILL BE ON CALL IN THE EVENT IT IS NECESSARY TO IMPLEMENT EROSION CONTROL MEASURES OR IN THE EVENT OF AN EMERGENCY.
- ALL PROTECTIVE DEVICES TO BE INSTALLED SHALL BE IN PLACE AT THE END OF EACH WORK DAY WHEN THE FIVE-DAY RAIN PROBABILITY EXCEEDS 40 PERCENT.
- AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS AND SEDIMENTATION BASIN AND THE BASIN PUMPED DRY.
- THE ENGINEER OF RECORD, OR AN AUTHORIZED REPRESENTATIVE MAY REQUIRE THE DEVELOPER AT ANY TIME TO INSTALL AND/OR CONSTRUCT ADDITIONAL DRAINAGE STRUCTURES AS NECESSARY TO PREVENT OR CONTROL EROSION.
- THE EROSION CONTROL DEVICES ON THIS PLAN ARE A GENERAL CONCEPT OF WHAT MAY BE REQUIRED. EROSION CONTROL DEVICES MAY BE RELOCATED, DELETED OR ADDITIONAL ITEMS MAY BE REQUIRED DEPENDING ON THE ACTUAL SOIL CONDITIONS ENCOUNTERED. EROSION CONTROL DEVICES MAY BE PLACED AT THE DISCRETION OF THE ENGINEER OR THE COUNTY INSPECTOR & ENGINEER OF WORK.
- THE CONTRACTOR IS RESPONSIBLE TO KEEP IN FORCE ALL EROSION CONTROL DEVICES AND TO MODIFY THOSE DEVICES AS SITE PROGRESS DICTATES.
- THE CONTRACTOR SHALL MONITOR THE EROSION CONTROL DEVICES DURING STORMS AND MODIFY THEM IN ORDER TO PREVENT PROGRESS OF ANY ONGOING EROSION.
- THE CONTRACTOR IS RESPONSIBLE FOR CLEANING ANY EROSION OR DEBRIS SPILLING ONTO A PUBLIC STREET DAILY.
- THE CONTRACTOR SHALL CONTACT THE ENGINEER IN THE EVENT THAT THE EROSION CONTROL PLAN AS DESIGNED REQUIRES ANY SUBSTANTIAL REVISIONS.
- NO CUT OR FILL SLOPES SHALL BE STEEPER THAN 2' HORIZONTAL TO 1' VERTICAL.
- SILT FENCE SHALL BE INSTALLED AS INDICATED PER MANUFACTURER'S RECOMMENDATIONS.
- CONTRACTOR SHALL CONTAIN AND SAFELY DISPOSE OF ANY/ALL POLLUTANTS THAT OCCUR DURING CONSTRUCTION ACCORDING TO CASQA BEST MANAGEMENT PRACTICES.



1 SILT FENCE DETAIL

2 STRAW WATTLE DETAIL

1635 Broadway Ave, Seaside, CA 93955

SITE PLAN



AS-101	SCALE: 1/4" = 1'-0"
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	(E) BUILDING
	(E) AC PAVING
	(E) CONCRETE
	(E) PLANTING
	PROPOSED CONCRETE PAVING
	PROPOSED AC PAVING
	(E) SITE ELEMENT TO BE REMOVED
	(E) UNDERGROUND UTILITIES TO REMAIN

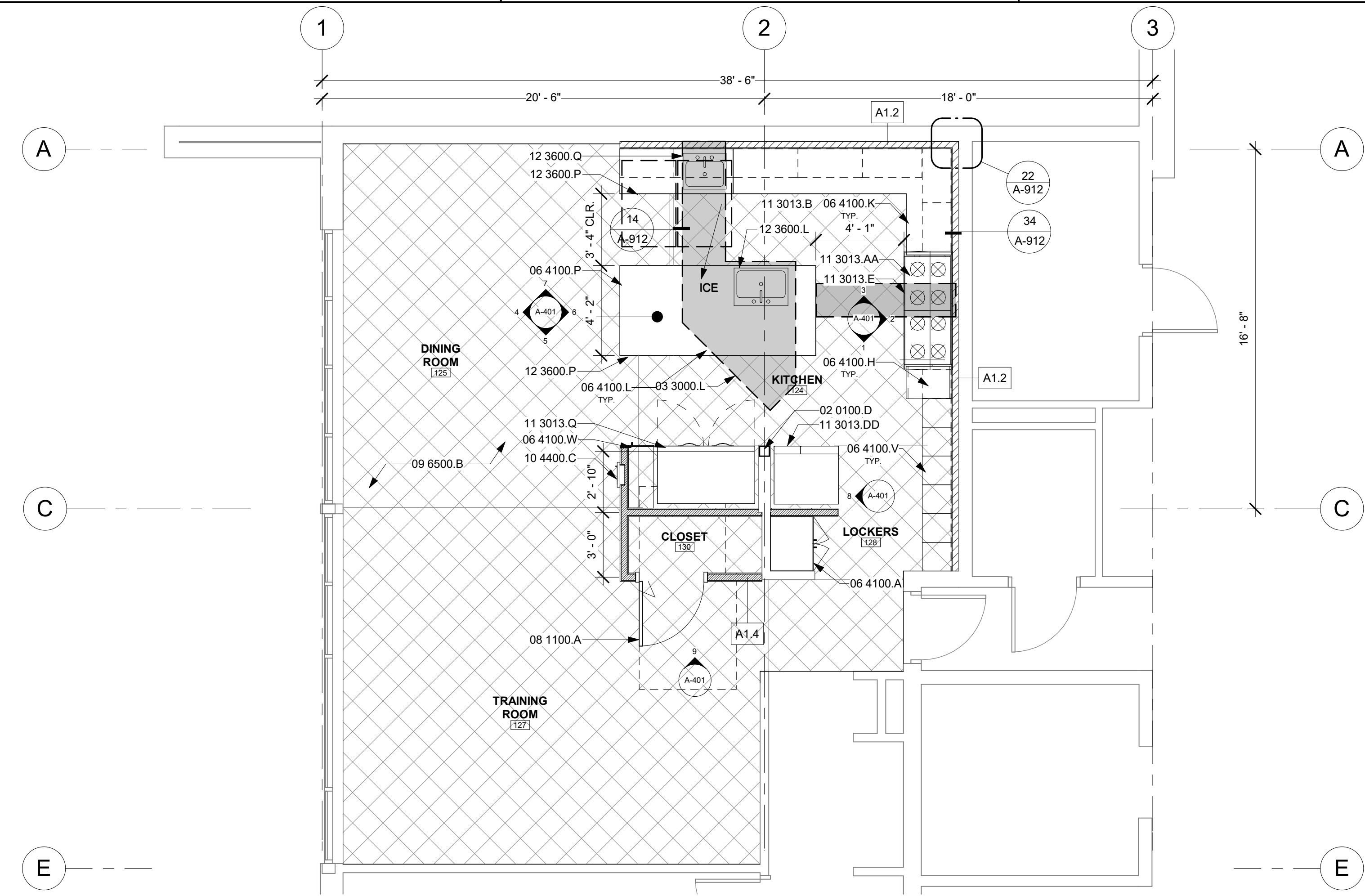
02 0100.AA	EXISTING GAS LINE TO BE PROTECTED IN PLACE.	05 5213.A	GALVANIZED METAL HANDRAIL. REFER TO DETAILS
02 0100.AB	EXISTING TRENCH DRAIN TO BE PROTECTED IN PLACE	08 1100.A	HOLLOW METAL DOOR & FRAME. REFER TO DOOR SCHEDULE OR SPECIFICATIONS
02 0100.AC	EXISTING CURB AND GUTTER TO REMAIN		
02 0100.AD	EXISTING BACK FLOW TO REMAIN	09 2400.A	INSTALL EXTERIOR CEMENT PLASTER SYSTEM AT EXPOSED WALL. FINISH TO MATCH EXISTING.
02 0100.C	EXISTING WALL TO BE PROTECTED IN PLACE		CONFORM EXISTING GRADE FROM FLOOR LINE AT BACK OF CURB TO MEET EXISTING SLOPE.
02 0100.S	EXISTING WOOD SITE FENCING TO REMAIN	31 0000.A	
02 0100.W	EXISTING GRADE BOX TO REMAIN. ADJUST TO GRADE WHERE REQUIRED	32 1216.D	PATCH EXISTING AC PAVING.
02 0100.Y	EXISTING FIRE STATION BUILDING	32 6000.A	SIDEWALK PER CITY STANDARDS
02 0100.Z	EXISTING CONCRETE PAVING TO BE PROTECTED IN PLACE	32 3000.A	INSTALL END POST AT (E) WOOD FENCE TO MATCH (E)
02 4113.G	EXISTING FIRE WATER LINE AND RISER TO BE PROTECTED IN PLACE.		
02 4113.H	EXISTING ABANDONED VAULT TO BE REMOVED.		
02 4113.J	EXISTING CONCRETE WALK WAY TO BE REMOVED. CARE SHALL BE TAKEN TO PROTECT EXISTING FRONT APRON AC PAVING DURING GRADING ACTIVITIES.		
02 4113.M	REMOVE EXISTING WOOD SITE FENCING		
02 4113.N	EXISTING SITE WALL TO BE REMOVED		
02 4113.O	EXISTING CURB TO BE REMOVED		
02 4113.P	EXISTING SIGN TO BE REMOVED		
02 4113.Q	EXISTING PLANTING AND MULCH TO BE PROTECTED IN PLACE OR REMOVED AND SALVAGED FOR REINSTALLATION AT COMPLETION OF SITE GRADING.		
02 4119.Z	EXISTING DOOR TO BE REMOVED. PROTECT EXISTING FRAME IN PLACE AND PREP FOR NEW DOOR.		

[illegible]

SHEET

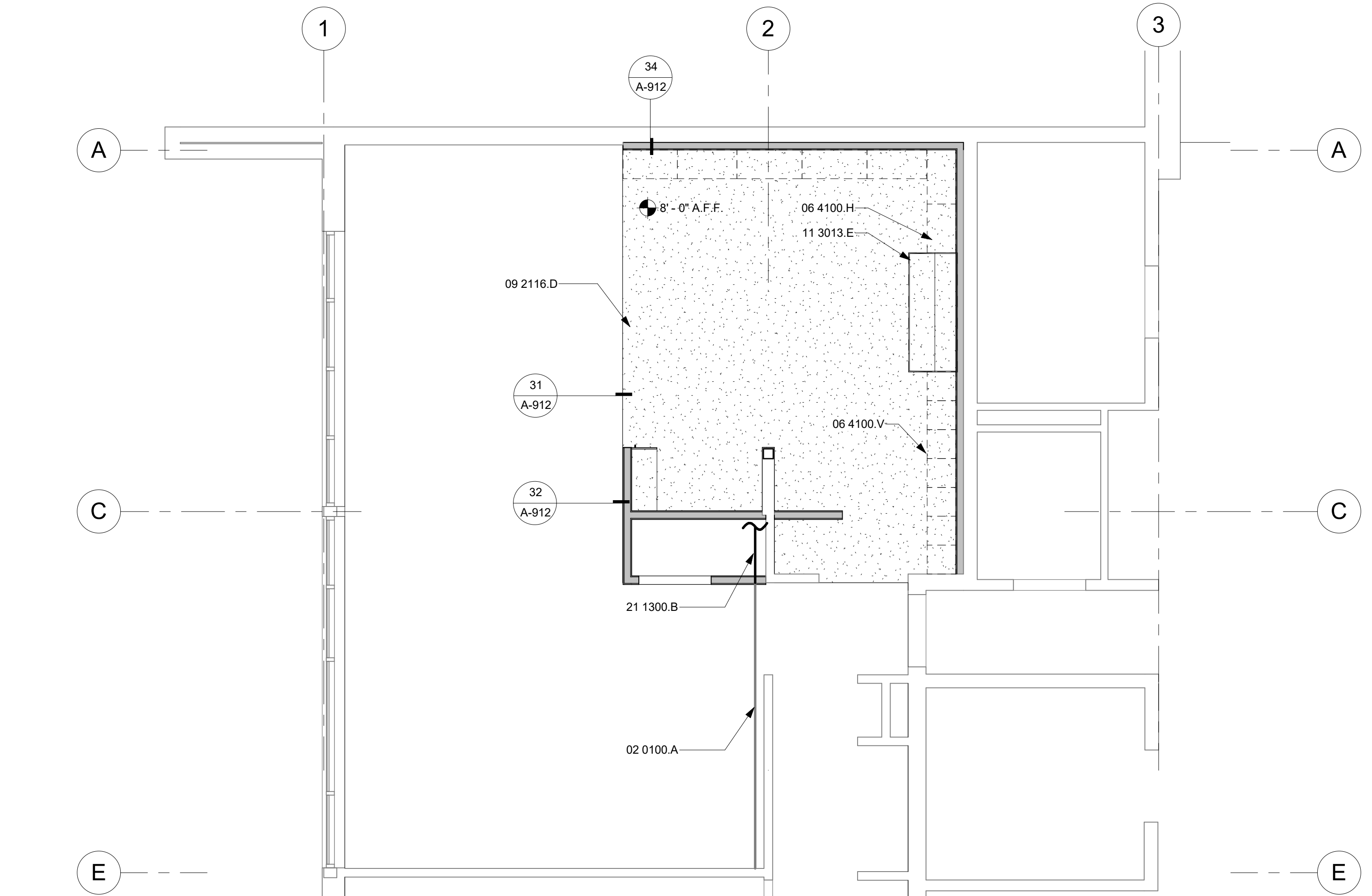
AS-101

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1 GROUND FLOOR PLAN

A-102 SCALE: 1/4" = 1'-0"



2 GROUND FLOOR RCP

A-102 SCALE: 1/4" = 1'-0"

FLOOR PLAN GENERAL NOTES

- REFER TO GENERAL NOTES SHEET G-101 FOR ADDITIONAL REQUIREMENTS.
- REFER TO SHEET A-911 FOR WALL TYPES.
- REFER TO STRUCTURAL PLANS FOR FURTHER INFORMATION.
- REFER TO ELECTRICAL PLANS FOR FURTHER INFORMATION IF PROVIDED.
- REFER TO MECHANICAL PLANS, DRAWINGS OR REPORTS FOR FURTHER INFORMATION.
- REFER TO PLUMBING PLANS OR DRAWINGS FOR FURTHER INFORMATION IF PROVIDED.
- ALL FURNITURE AND EQUIPMENT IS BY OWNER AND IS SHOWN FOR COORDINATION PURPOSES ONLY.
- EXTERIOR DIMENSIONS ARE TO FACE OF SHEATHING; INTERIOR DIMENSIONS ARE TO FACE OF FRAMING, AND CLEAR DIMENSIONS ARE TO FACE OF FINISH, UNLESS OTHERWISE NOTED.
- PROVIDE ADEQUATE BLOCKING IN WALLS FOR CABINETS AND OTHER WALL MOUNTED ACCESSORIES INCLUDING BUT NOT LIMITED TO HANDRAILS, SHELVEING AND BATHROOM FIXTURES.
- PROVIDE FIREBLOCKING FOR WALL CAVITIES THAT EXCEED 2019 CBC HEIGHT LIMITATIONS.
- DOOR AND WINDOW DIMENSIONS ARE CENTERED AT OPENINGS.
- WHERE DOOR IS LOCATED WITHOUT DIMENSION AT THE CORNER OF A ROOM THE HINGE SIDE SHALL BE 6" FROM FACE OF FRAMING OF ADJACENT PERPENDICULAR WALL TO ROUGH DOOR OPENING, UNLESS OTHERWISE NOTED.
- SEE CODE ANALYSIS FOR LOCATIONS OF FIRE PARTITIONS AND FIRE BARRIERS.
- WHERE RECESSED FIXTURES OCCUR IN WALLS OR HORIZONTAL ASSEMBLIES, THE FIRE RATING OF THOSE ASSEMBLIES SHALL BE MAINTAINED.
- AT ALL PENETRATIONS AND INTERSECTIONS OF FIRE-RATED PARTITIONS, PROVIDE FIRE SEALANT AND/OR FIRE STOPPING TO MAINTAIN CONTINUITY OF PARTITION RATING.

KEYNOTES

- | | |
|------------|---|
| 02 0100.A | EXISTING FIRE SPRINKLER LINE TO REMAIN |
| 02 0100.D | EXISTING COLUMN TO BE PROTECTED IN PLACE |
| 03 3000.L | PATCH EXISTING CONCRETE SLAB. |
| 06 4100.A | FULL HT. CABINETS W/ ADJUSTABLE SHELVEING & DOORS. |
| 06 4100.H | UPPER CABINETS W/DOORS & ADJUSTABLE SHELVEING. |
| 06 4100.K | BASE CABINETS W/ DRAWERS, DOORS & ADJUSTABLE SHELVEING. |
| 06 4100.L | BASE CABINET WITH NO DOORS SHELF OR TOEKICK. CONTINUE FLOORING FULL DEPTH UNDER ACCESSIBLE SINK AND WORK SPACE. |
| 06 4100.P | END CLOSURE PANEL. FINISH TO MATCH ADJACENT CASEWORK. |
| 06 4100.V | FOOD LOCKER, TYP. |
| 06 4100.W | FULL HT. CABINET W/ FIXED SHELVEING & DOORS. |
| 08 1100.A | HOLLOW METAL DOOR & FRAME. REFER TO DOOR SCHEDULE. |
| 09 2116.D | GYPSUM BOARD SOFFIT & FRAMING. |
| 09 6500.B | VINYL PLANK FLOORING AND WALL BASE. |
| 10 4400.C | SEMI-RECESSED FIRE EXTINGUISHER CABINET WITH EXTINGUISHER OVEN. BOTTOM-HINGED DOOR, OFCI. |
| 11 3013.AA | ICE MACHINE. |
| 11 3013.B | RESIDENTIAL COMBINATION REFRIGERATOR/FREEZER, OFCI. |
| 11 3013.DD | VENT HOOD. REFER TO MECHANICAL. |
| 11 3013.E | COMMERCIAL REFRIGERATOR, OFCI. |
| 11 3013.Q | COMMERCIAL REFRIGERATOR, OFCI. |
| 12 3600.L | STAINLESS STEEL INTEGRAL SINK. REFER TO PLUMBING. |
| 12 3600.P | STAINLESS STEEL COUNTERTOP WITH MARINE EDGE. |
| 12 3600.Q | STAINLESS STEEL ACCESSIBLE INTEGRAL SINK. REFER TO PLUMBING. |
| 21 1300.B | EXTEND EXISTING FIRE SUPPRESSION SYSTEM TO PROVIDE COVERAGE TO DINING AREA AND KITCHEN. RISE UP IN STORAGE CLOSET AND INSTALL ALL NEW DISTRIBUTION PIPING ABOVE CEILING SPACE. INSTALLATION TO BE COMPLIANT WITH NFPA 13. |

WALL TYPES LEGEND

NOTE: STRUCTURAL FRAMING PLANS TAKE PRECEDENCE.
NOTE: WHERE PLYWOOD SHEATHING IS PROVIDED ON INTERIOR WALLS, PER STRUCTURAL CONTRACTOR TO PROVIDE SHEATHING FULL LENGTH OF WALL TO NEXT INSIDE CORNER FOR FLUSH & SMOOTH CONDITION OF INTERIOR FINISHES.

TYPE A - INTERIOR NON-RATED

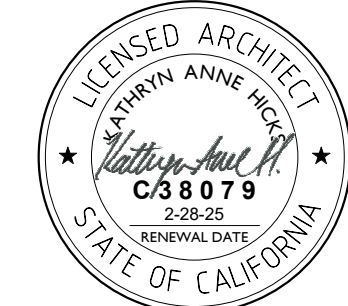
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|------|-------------------------------|
| A1.2 | 2X4 FURRING WALL |
| A1.4 | 2X4 FRAMED INTERIOR PARTITION |
| A1.6 | 2X6 FRAMED INTERIOR PARTITION |

LEGEND

- | | |
|--|--|
| | EXISTING ITEMS TO REMAIN |
| | PROPOSED ITEMS |
| | RESILIENT FLOORING |
| | APPROXIMATE EXTENT SLAB PATCH TO ACCOMMODATE NEW PLUMBING ROUTING. |
| | SUSPENDED GYPSUM WALL BOARD CEILINGS |



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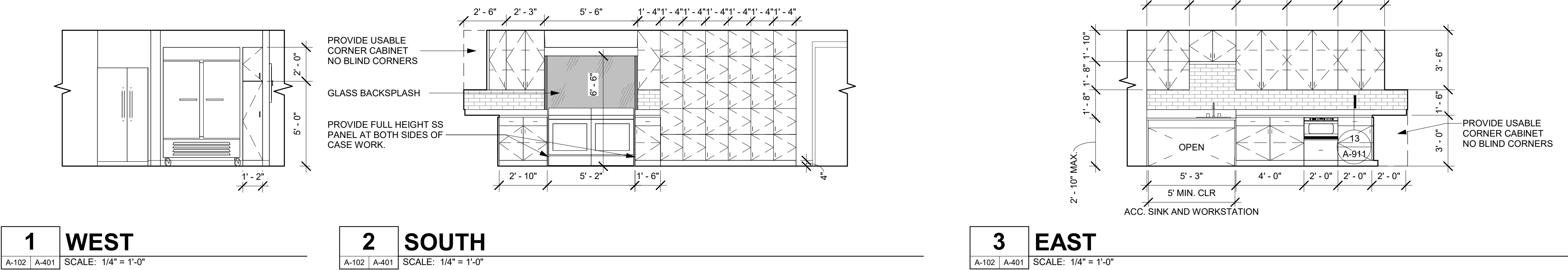
FIRE STATION NO. 1 KITCHEN RENOVATION
1635 Broadway Ave. Seaside, CA 93955
NEW - FLOOR PLAN AND RCP

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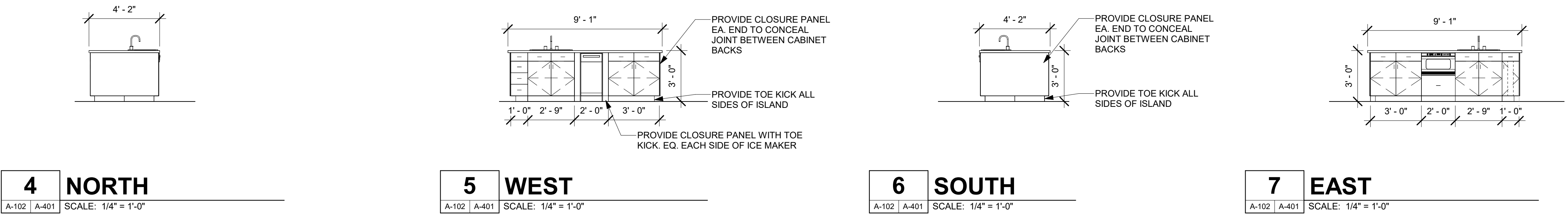
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A-102

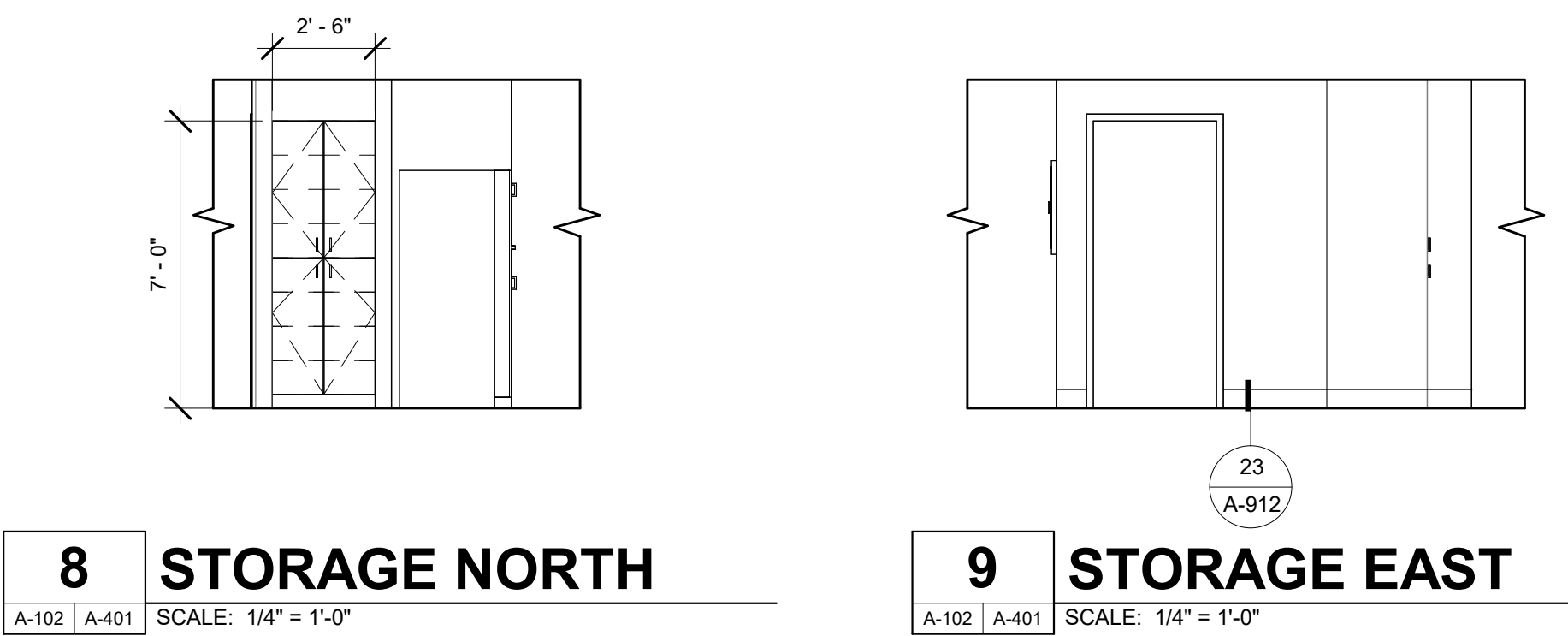
KITCHEN / DINING ROOM



KITCHEN ISLAND



FOOD STORAGE



FLOOR PLAN GENERAL NOTES

1. REFER TO GENERAL NOTES SHEET G-101 FOR ADDITIONAL REQUIREMENTS.
2. REFER TO SHEET A-911 FOR WALL TYPES
3. REFER TO STRUCTURAL PLANS FOR FURTHER INFORMATION.
4. REFER TO ELECTRICAL PLANS FOR FURTHER INFORMATION IF PROVIDED.
5. REFER TO MECHANICAL PLANS, DRAWINGS OR REPORTS FOR FURTHER INFORMATION.
6. REFER TO PLUMBING PLANS OR DRAWINGS FOR FURTHER INFORMATION IF PROVIDED.
7. ALL FURNITURE AND EQUIPMENT IS BY OWNER AND IS SHOWN FOR COORDINATION PURPOSES ONLY.
8. EXTERIOR DIMENSIONS ARE TO FACE OF SHEATHING; INTERIOR DIMENSIONS ARE TO FACE OF FRAMING, AND CLEAR DIMENSIONS ARE TO FACE OF FINISH, UNLESS OTHERWISE NOTED
9. PROVIDE ADEQUATE BLOCKING IN WALLS FOR CABINETS AND OTHER WALL MOUNTED ACCESSORIES INCLUDING BUT NOT LIMITED TO HANDRAILS, SHELVING AND BATHROOM FIXTURES.
10. PROVIDE FIREBLOCKING FOR WALL CAVITIES THAT EXCEED 2019 CBC HEIGHT LIMITATIONS
11. DOOR AND WINDOW DIMENSIONS ARE CENTERED AT OPENINGS
12. WHERE DOOR IS LOCATED WITHOUT DIMENSION AT THE CORNER OF A ROOM THE HINGE SIDE SHALL BE 6" FROM FACE OF FRAMING OF ADJACENT PERPENDICULAR WALL TO ROUGH DOOR OPENING, UNLESS OTHERWISE NOTED.
13. SEE CODE ANALYSIS FOR LOCATIONS OF FIRE PARTITIONS AND FIRE BARRIERS
14. WHERE RECESSED FIXTURES OCCUR IN WALLS OR HORIZONTAL ASSEMBLIES, THE FIRE RATING OF THOSE ASSEMBLIES SHALL BE MAINTAINED
15. AT ALL PENETRATIONS AND INTERSECTIONS OF FIRE-RATED PARTITIONS, PROVIDE FIRE SEALANT AND/OR FIRE STOPPING TO MAINTAIN CONTINUITY OF PARTITION RATING

CASEWORK GENERAL NOTES

1. ALL BASE CABINETS TO BE 24" DEEP U.N.O.
2. ALL UPPER CABINETS AND FOOD LOCKERS TO BE 16" DEEP U.N.O.
3. ALL FULL HEIGHT CABINETS TO BE 24" DEEP U.N.O.
4. ALL UPPER & BASE CABINETS TO EXTEND INTO CORNERS TO AVOID UNUSABLE SPACE.
5. PROVIDE PULL-OUT SHELVING AT ALL BASE CABINETS U.N.O.
6. CONTRACTOR TO VERIFY ALL EQUIPMENT SIZES ADJACENT TO CASEWORK PRIOR TO FABRICATION OF CASEWORK.
7. FOR LOCKABLE CABINETS, REFER TO SPECIFICATIONS FOR KEYING SCHEDULE.

FINISH LEGEND

	CERAMIC TILE
	FRIT GLASS
	GYPSUM WALLBOARD, PAINT



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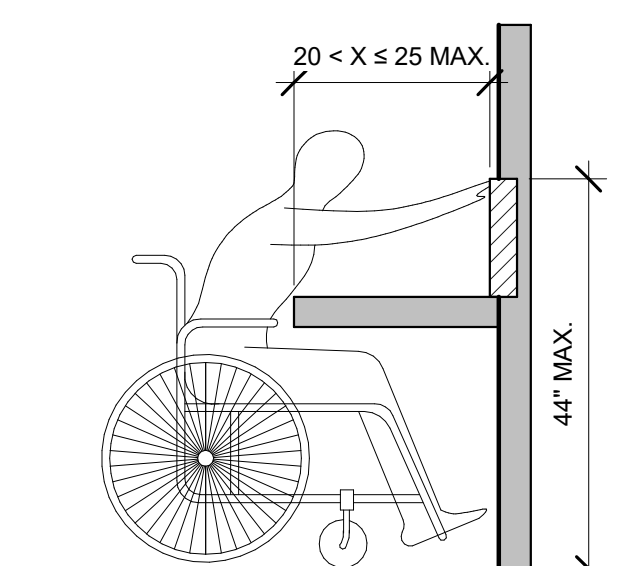


CONSULTANT

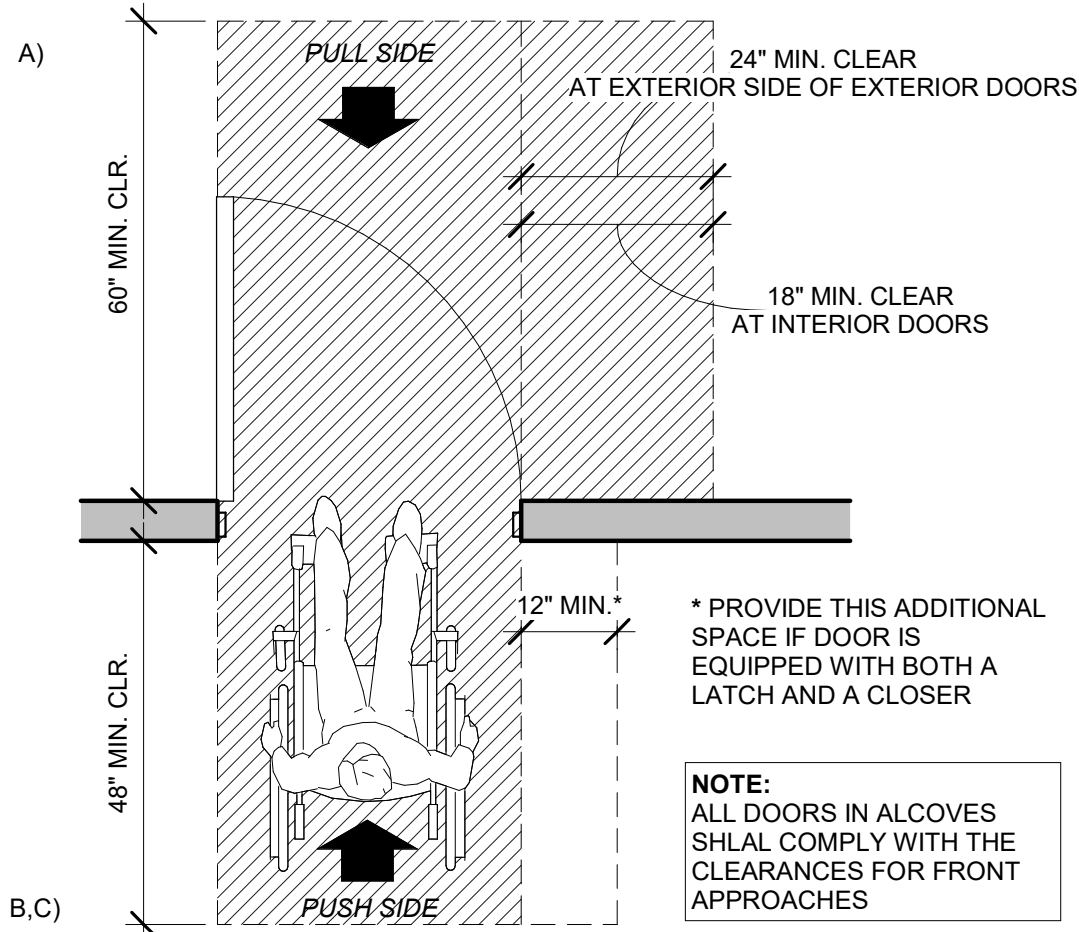
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PROJECT NUMBER
SHEET
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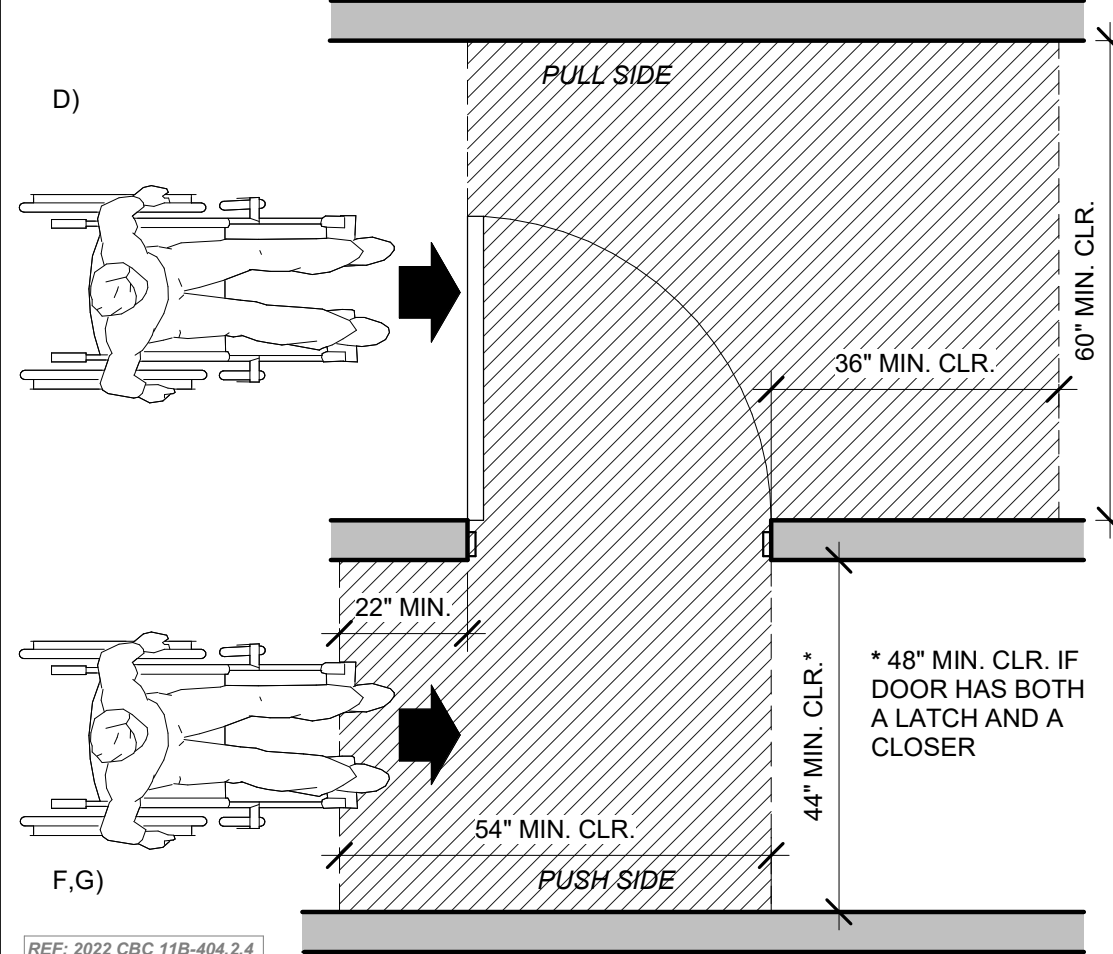
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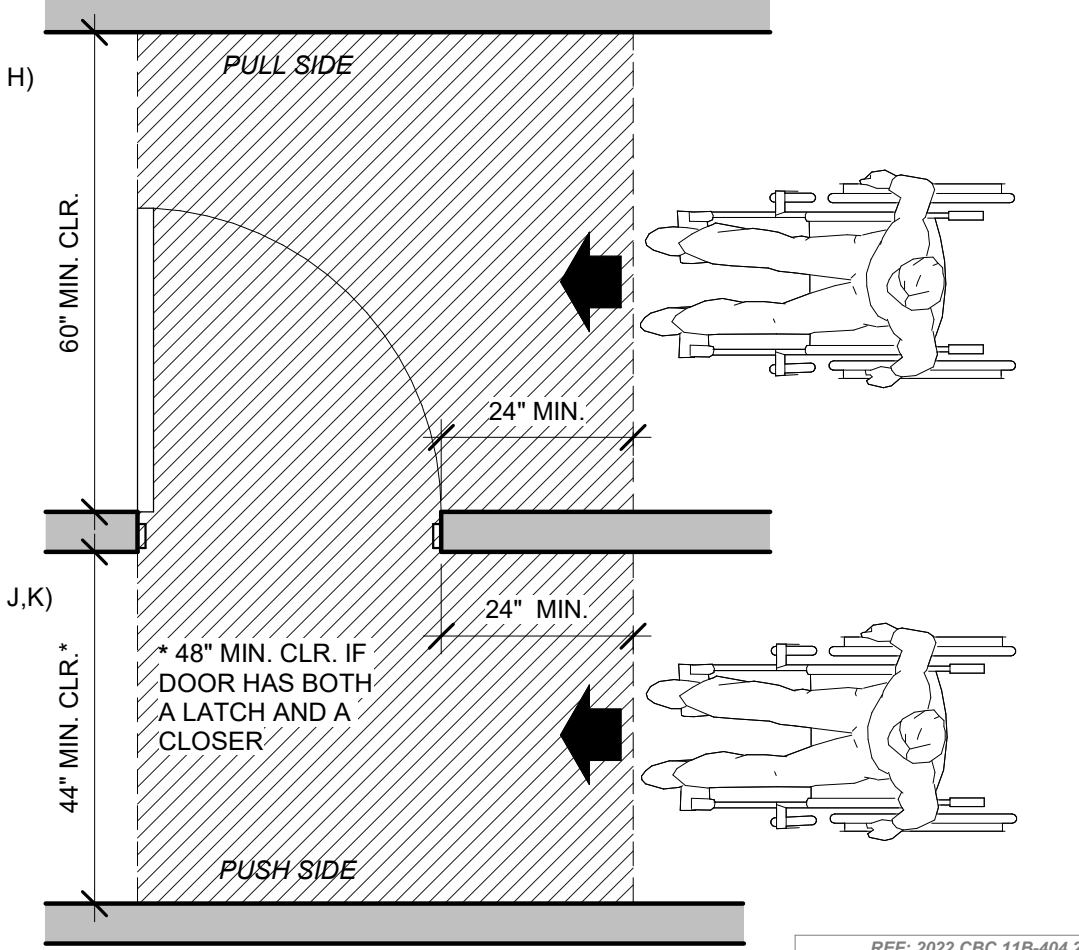
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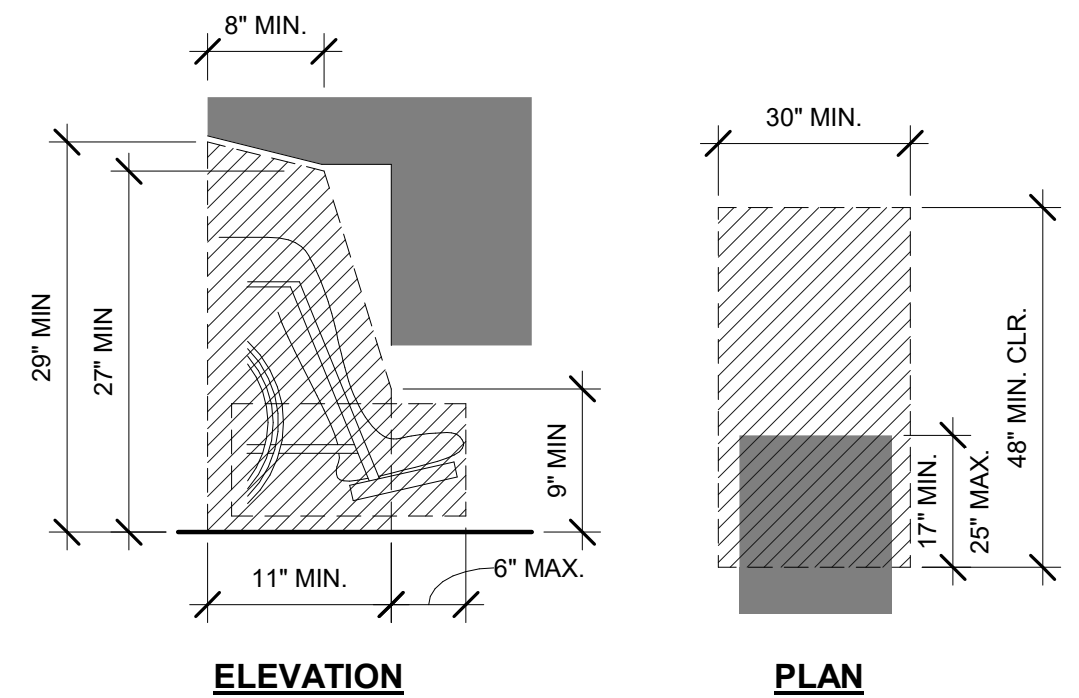
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SCALE: 1/2" = 1'-0"



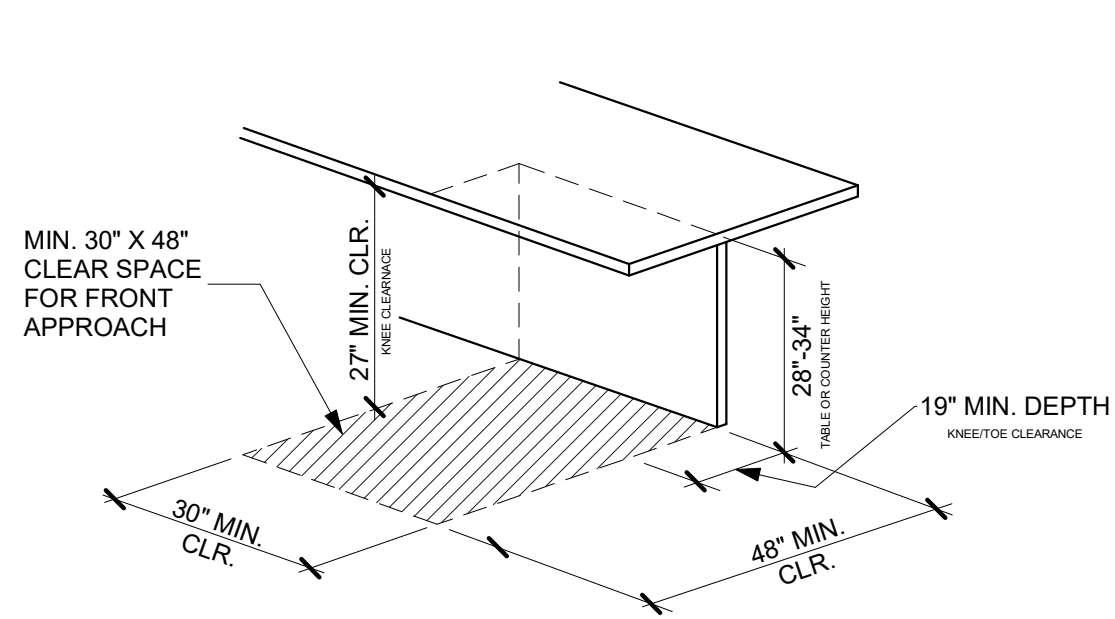
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NOTE:

1. THE REQUIRED CLEAR FLOOR SPACE MAY NOT OVERLAP THE REQUIRED KNEE SPACE BY MORE THAN 19".
2. KNEE CLEARANCES AT TABLES, COUNTERS & WORKSURFACES IS AT LEAST 27" HIGH, 30" WIDE AND 19" DEEP.

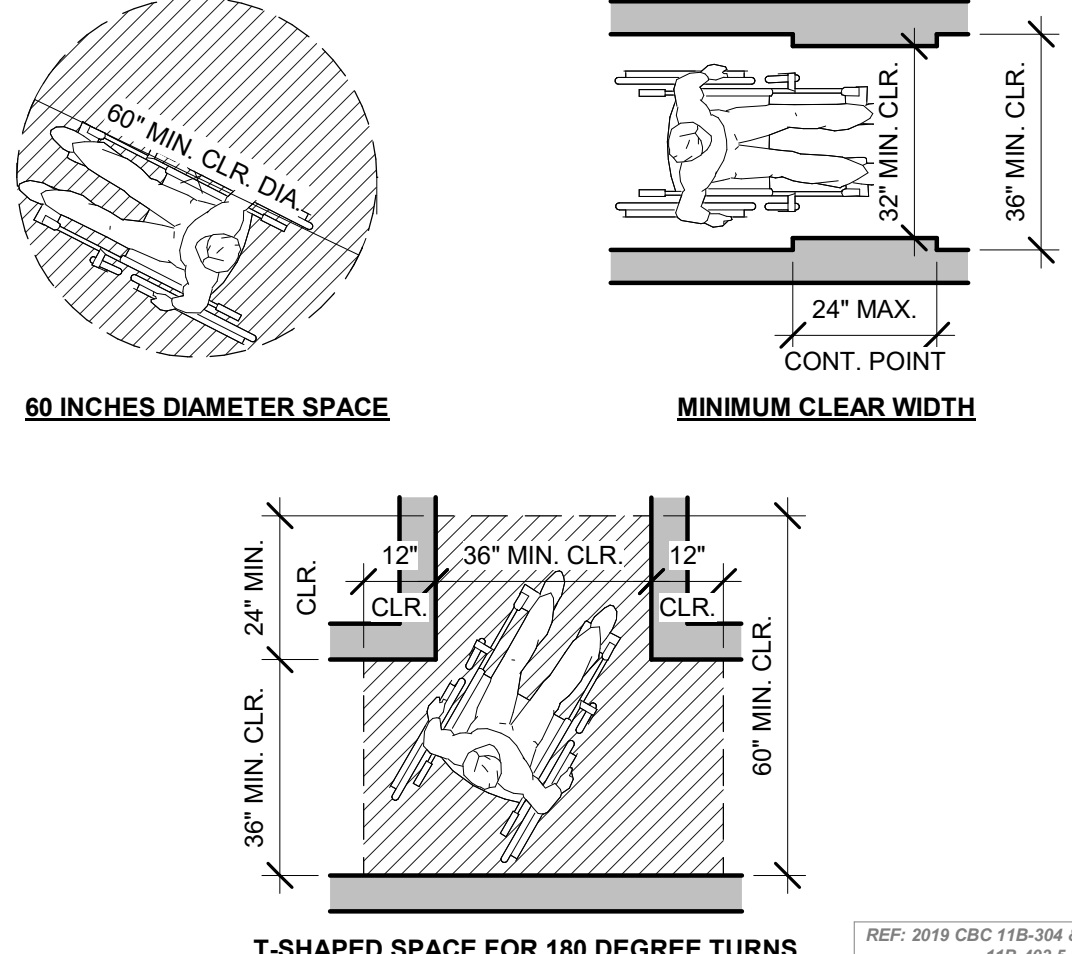
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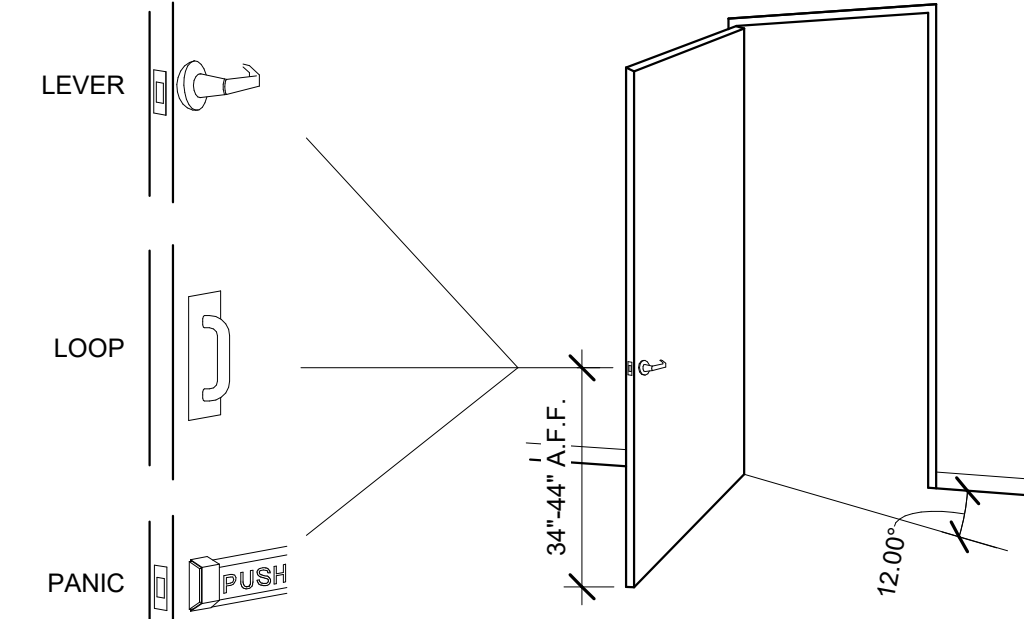
NOTE:

1. THE REQUIRED CLEAR FLOOR SPACE MAY NOT OVERLAP THE REQUIRED KNEE SPACE BY MORE THAN 19".
2. KNEE CLEARANCES AT TABLES, COUNTERS & WORKSURFACES IS AT LEAST 27" HIGH, 30" WIDE AND 19" DEEP.

SCALE: 3" = 1'-0"



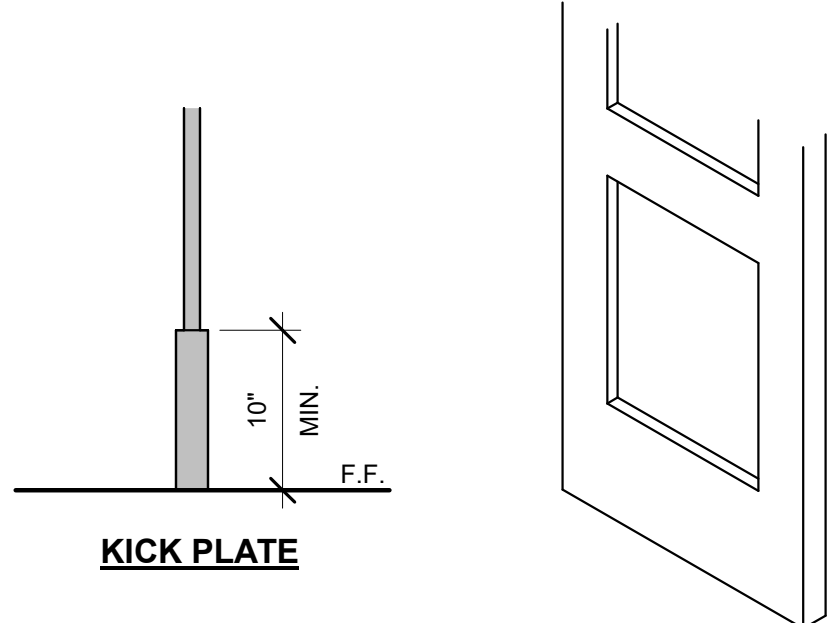
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DOOR CLOSERS

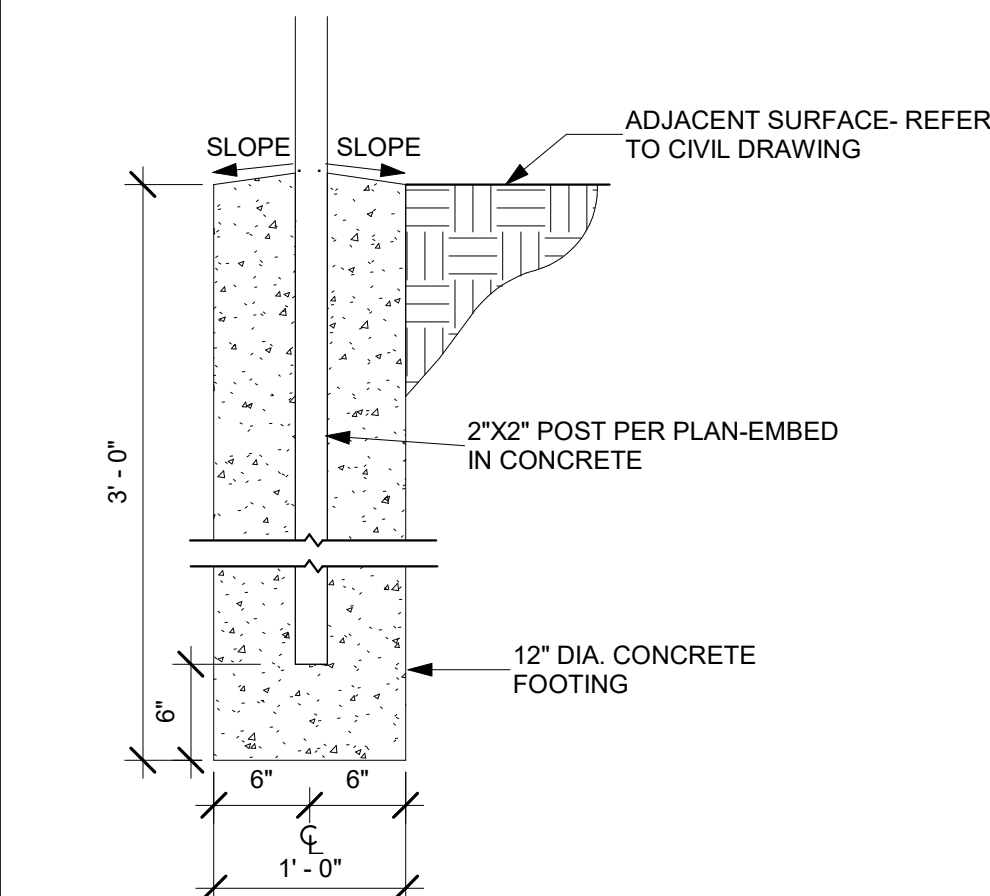
NOTE:
DOOR CLOSERS IF PRESENT, MUST BE SET SO THAT IT TAKES DOOR AT LEAST 5 SECONDS TO CLOSE FROM AN OPEN POSITION OF 90 DEGREES TO WITHIN 12° OF LATCH. THE FORCE TO OPEN DOOR SHALL NOT EXCEED 5 LBS. TYPICAL.

A-501	SCALE: 1" = 1'-0"
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NOTE:
SWINGING DOOR & GATE SURFACES WITHIN 10" OF FINISH FLOOR SHALL HAVE A SMOOTH SURFACE OF THE PUSH SIDE EXTENDING THE FULL WIDTH OF DOOR OR GATE. PARTS CREATING HORIZONTAL OR VERTICAL JOINTS SHALL BE WITHIN 1/16" OF SURFACE & SHALL BE FREE OF SHARP OR ABRASIVE EDGES. CAVITIES CREATED BY KICK PLATES SHALL BE CAPPED.

A-501 SCALE: 1" = 1'-0"



A-501	A-501	SCALE: 1" = 1'-0"
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**FIRE STATION NO. 1 KITCHEN
RENOVATION**

1635 Broadway Ave., Seaside, CA 93955

ACCESSIBILITY DETAILS

[illegible]

PROJECT MANAGER

DRAWN BY

CHECKED BY

DATE _____

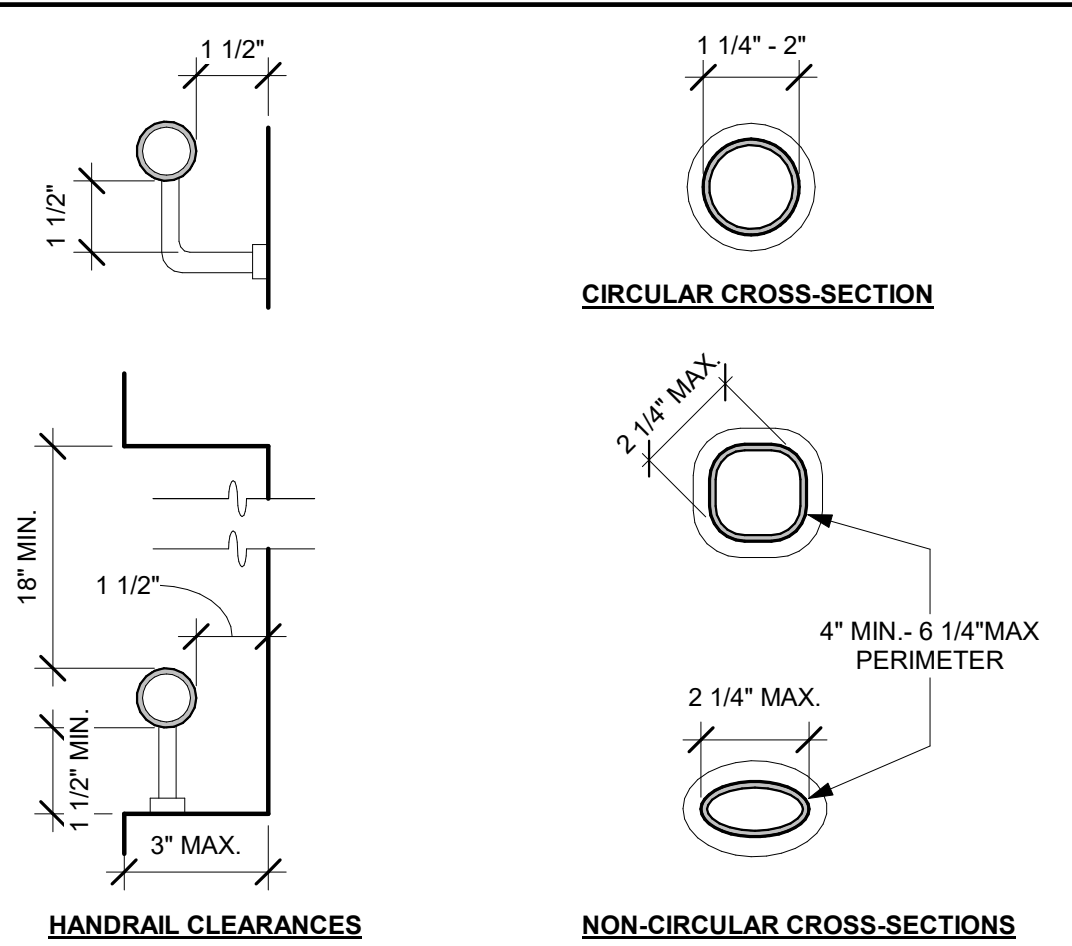
10.02.2024

PROJECT NUMBER

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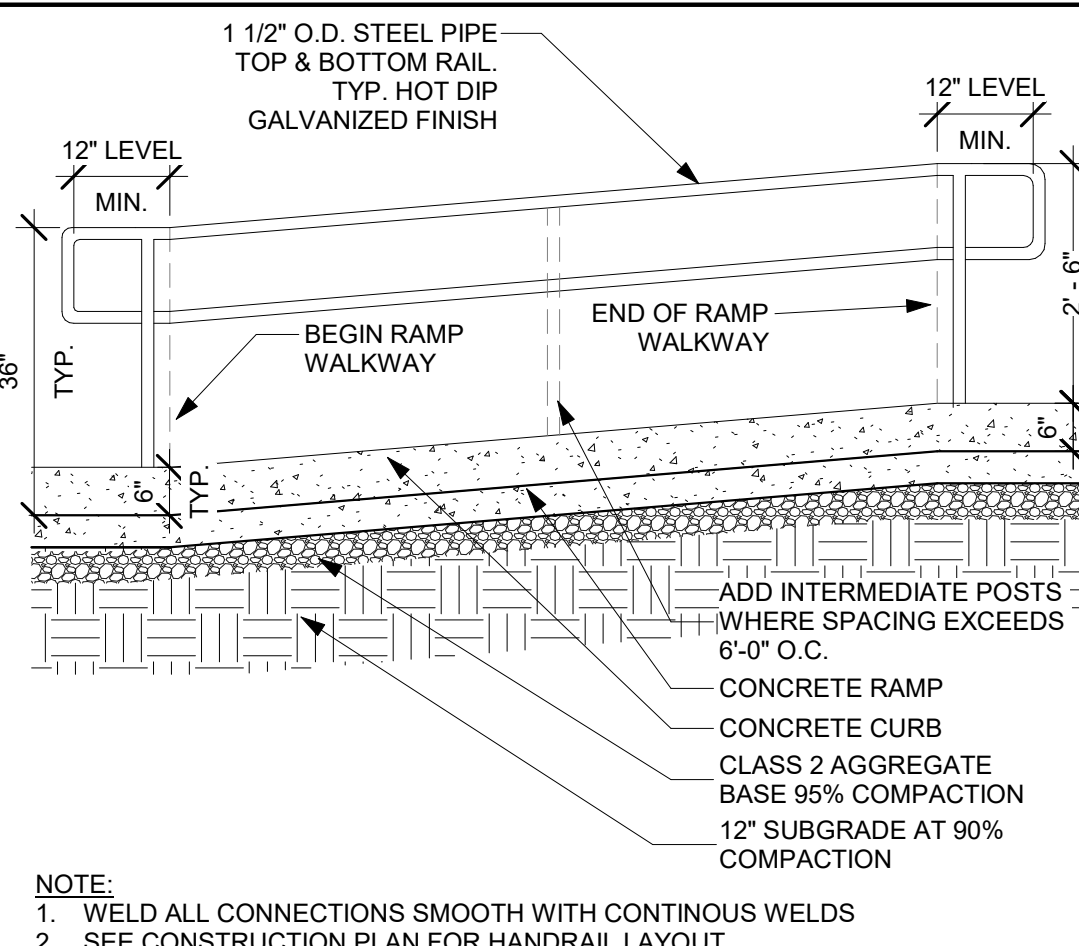
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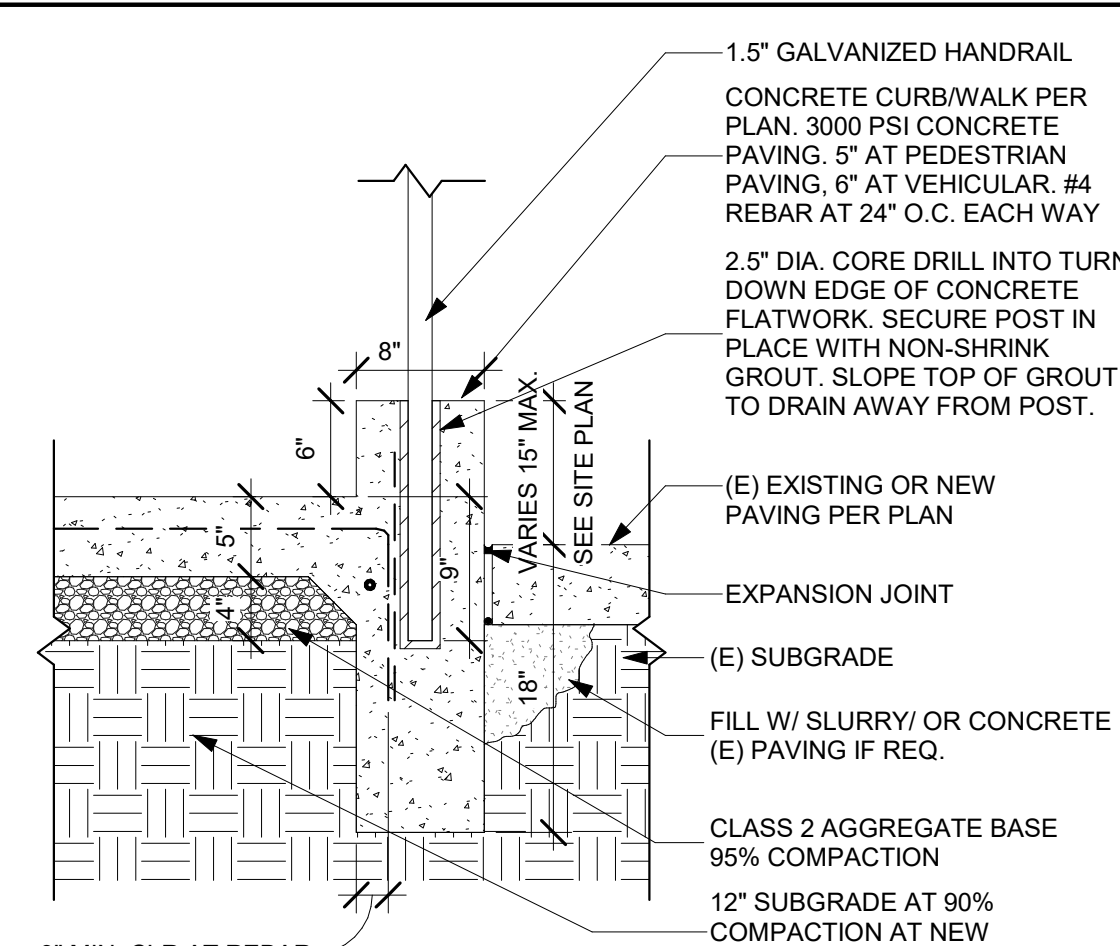
8 ACC. HANDRAIL SECTION PROFILES

SCALE: 3" = 1'-0"



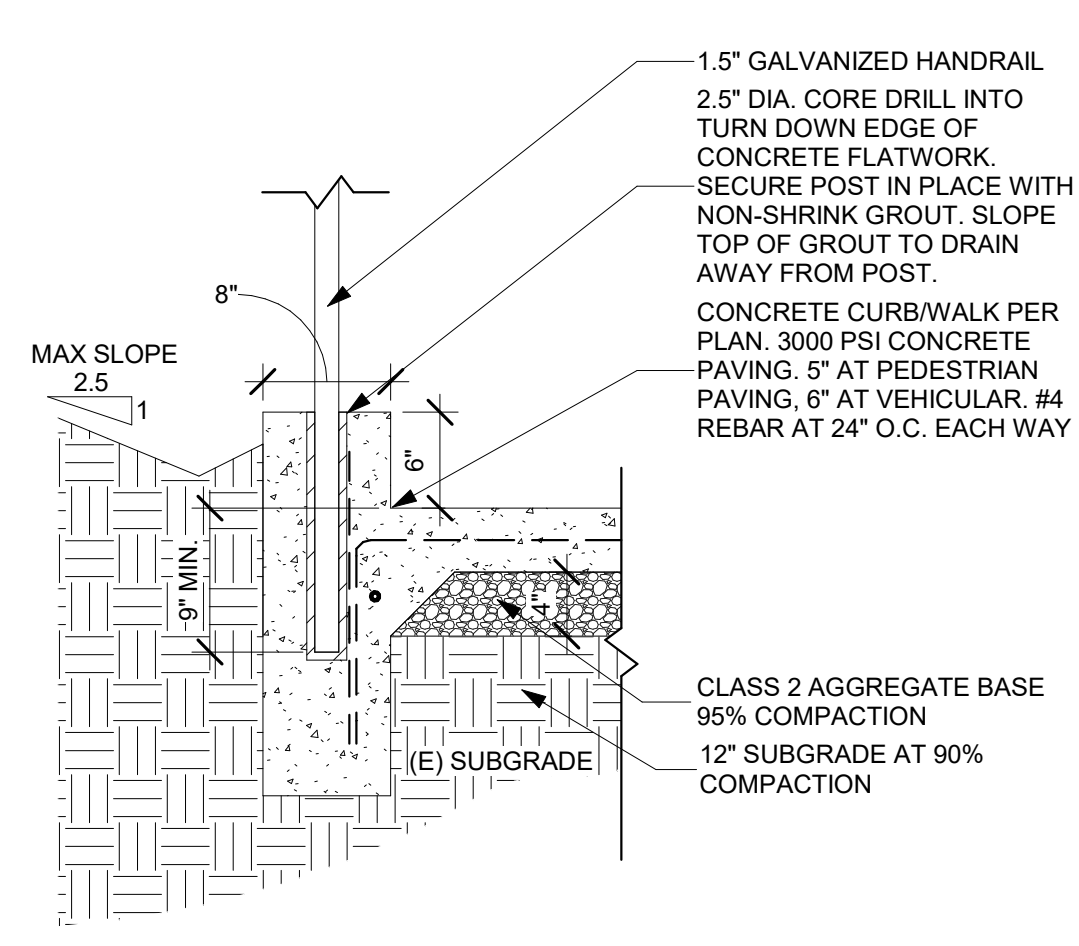
7 RAMP HANDRAIL

SCALE: 1/2" = 1'-0"



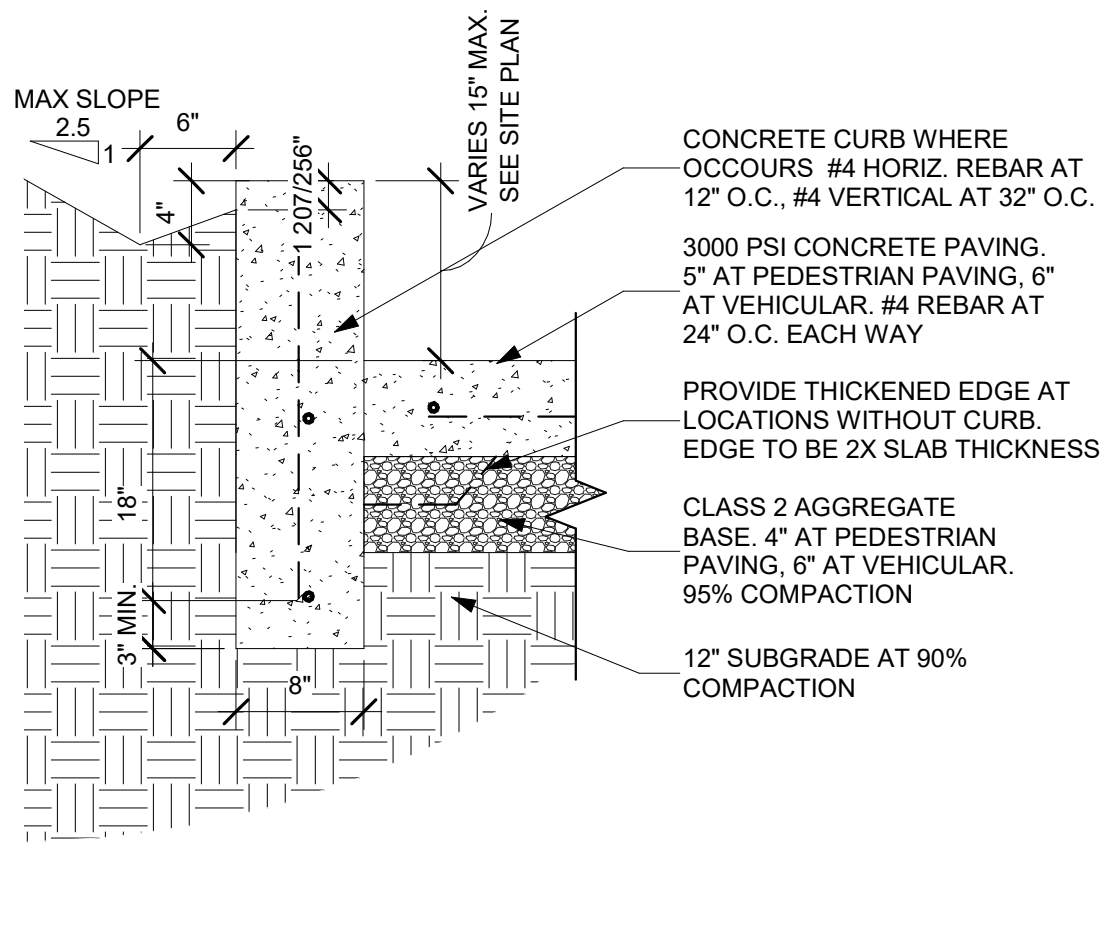
5 RAMP SECTION

SCALE: 1" = 1'-0"



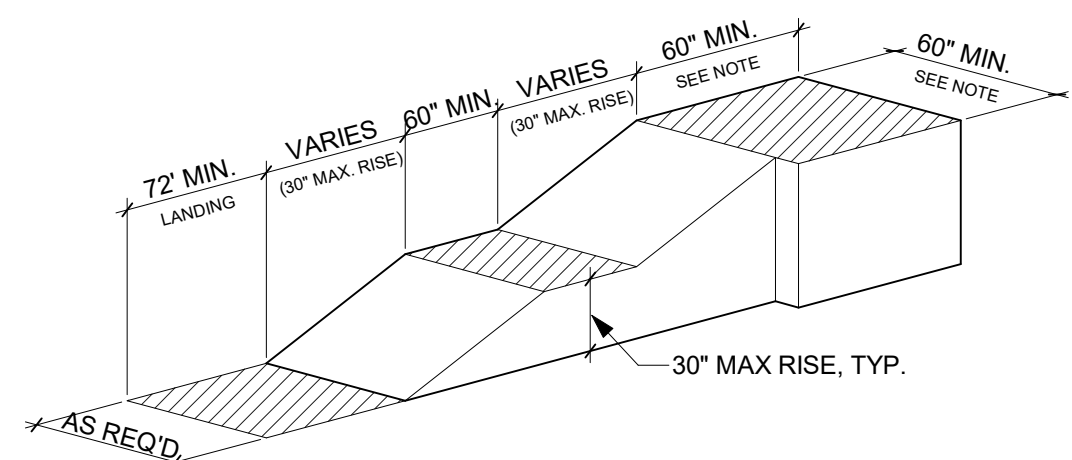
6 RAMP SECTION AT GRADED SOIL

SCALE: 1" = 1'-0"

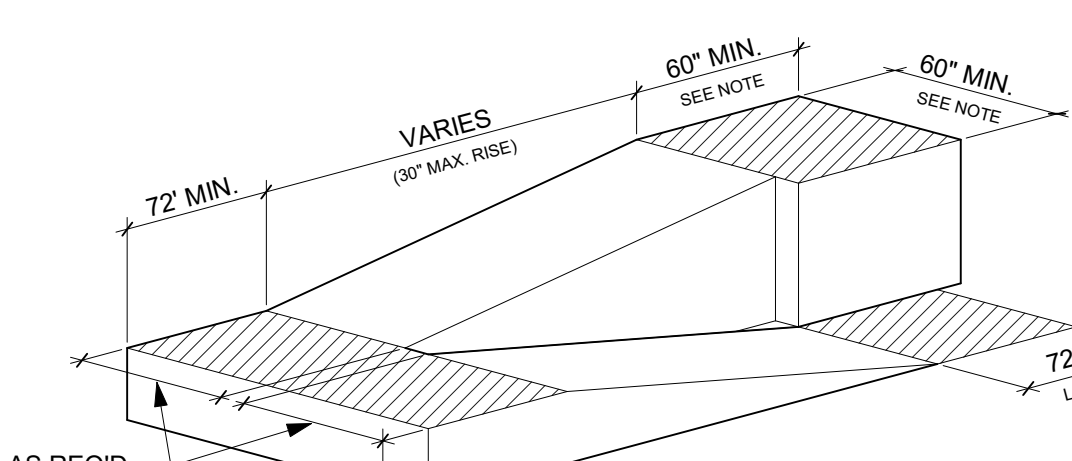


4 CURB PAVING SECTION

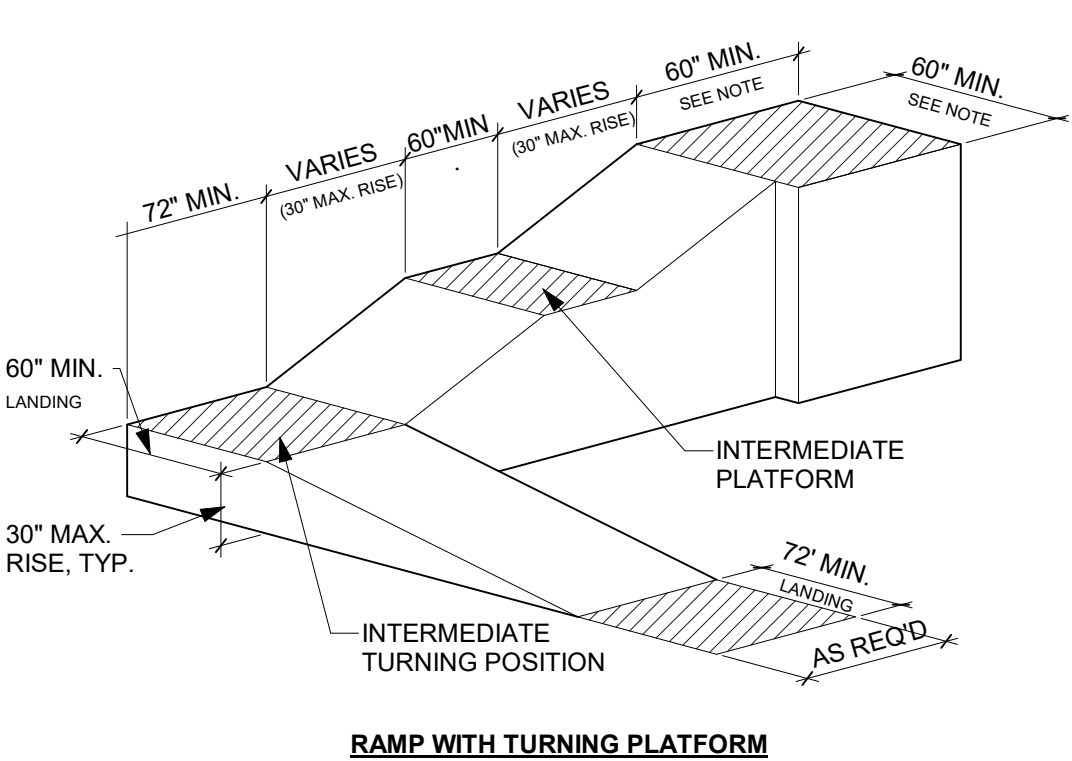
SCALE: 1" = 1'-0"



STRAIGHT RAMP RUN



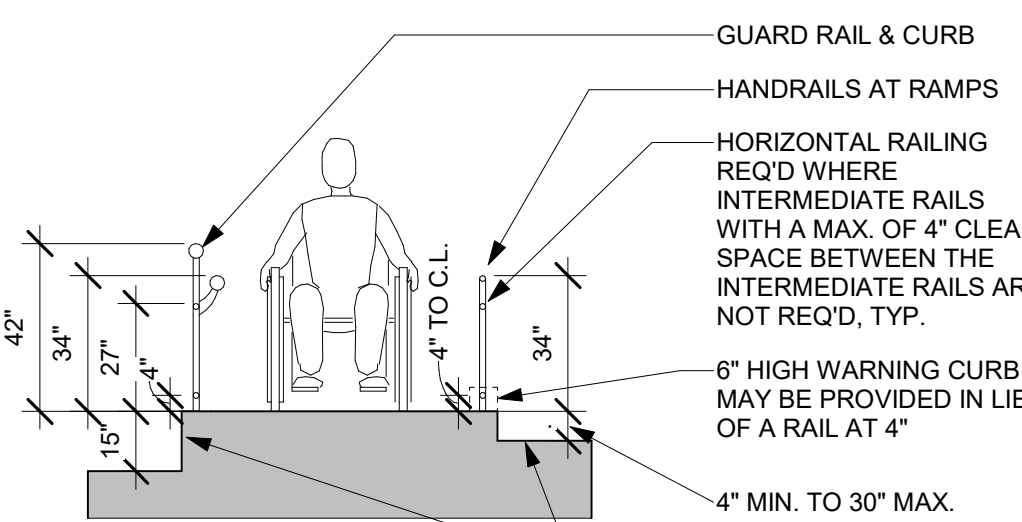
RAMP WITH INTERMEDIATE SWITCH-BACK PLATFORM



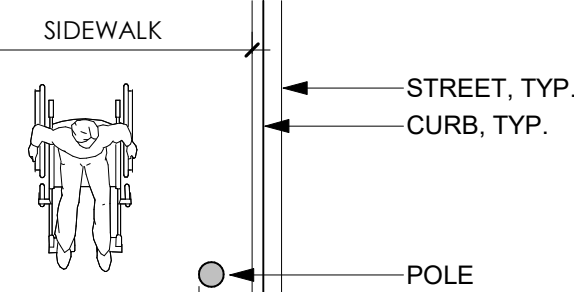
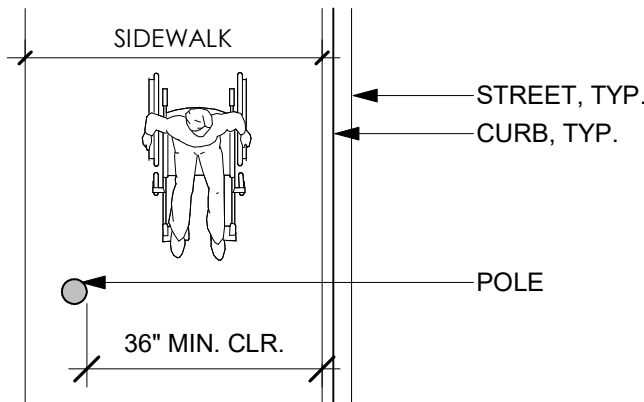
RAMP WITH TURNING PLATFORM

NOTE:

- WHEN DOOR SWINGS ONTO LANDING PROVIDE DOOR WIDTH PLUS 42" MIN.
- ALL RAMPS MUST MEET HANDRAIL & CURB REQUIREMENTS.

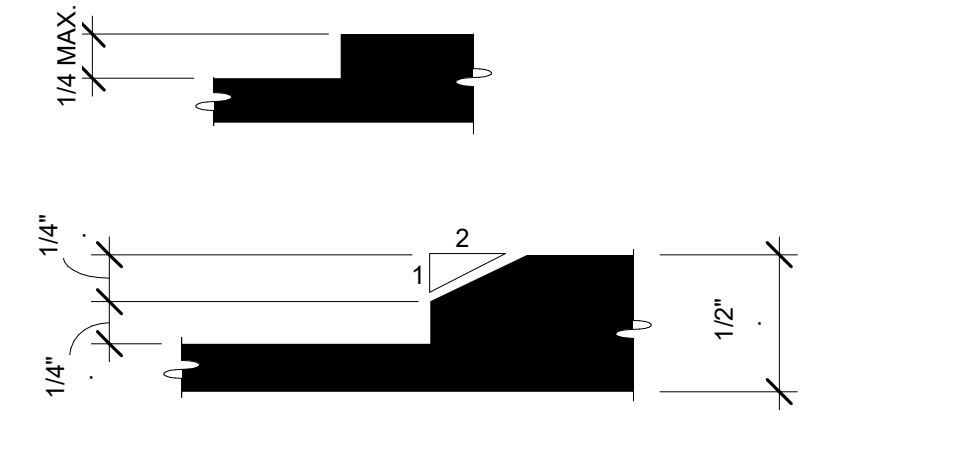


RAMP SECTION



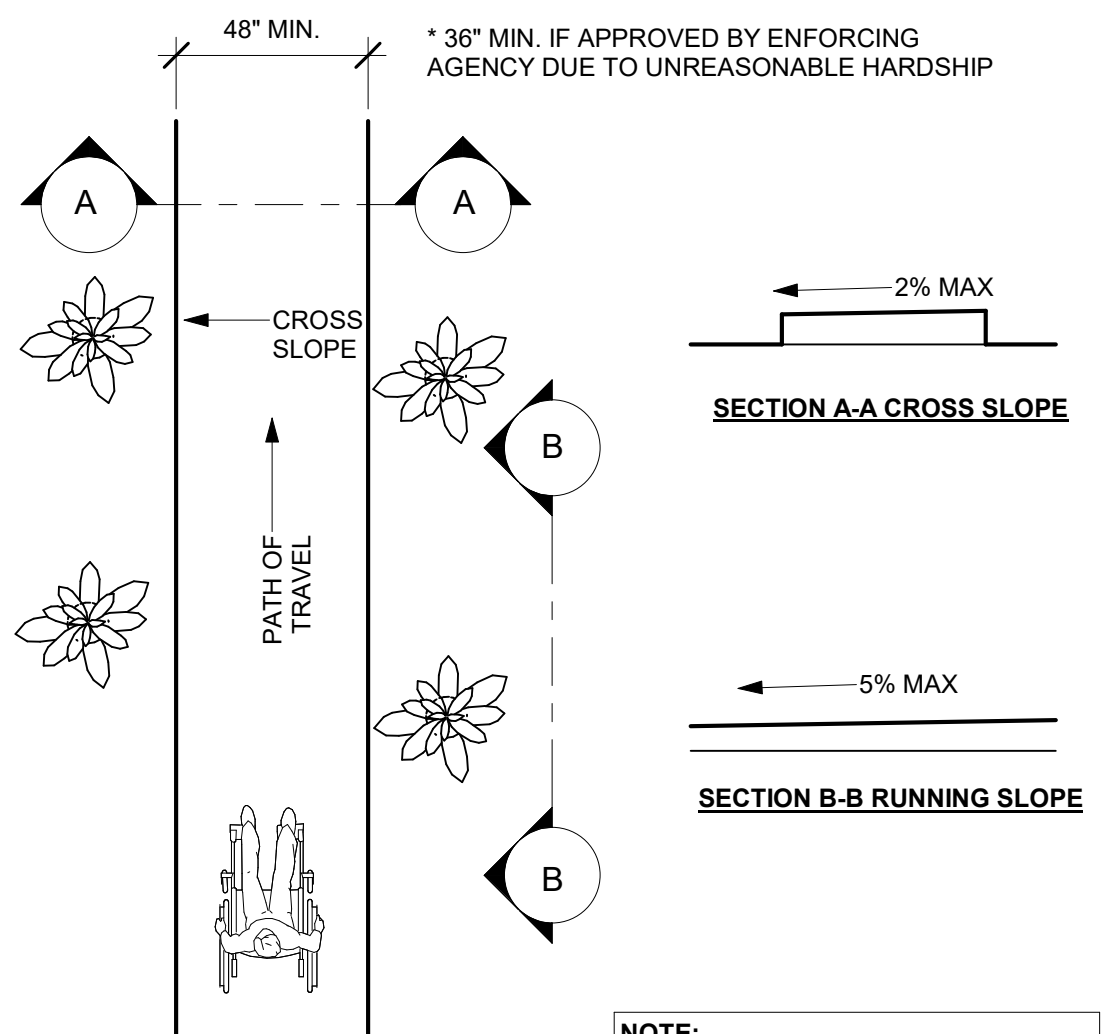
SIDEWALK CURBS

REF: CBC 11B-405



CHANGES IN LEVEL

REF: CBC 11B-303.2.3

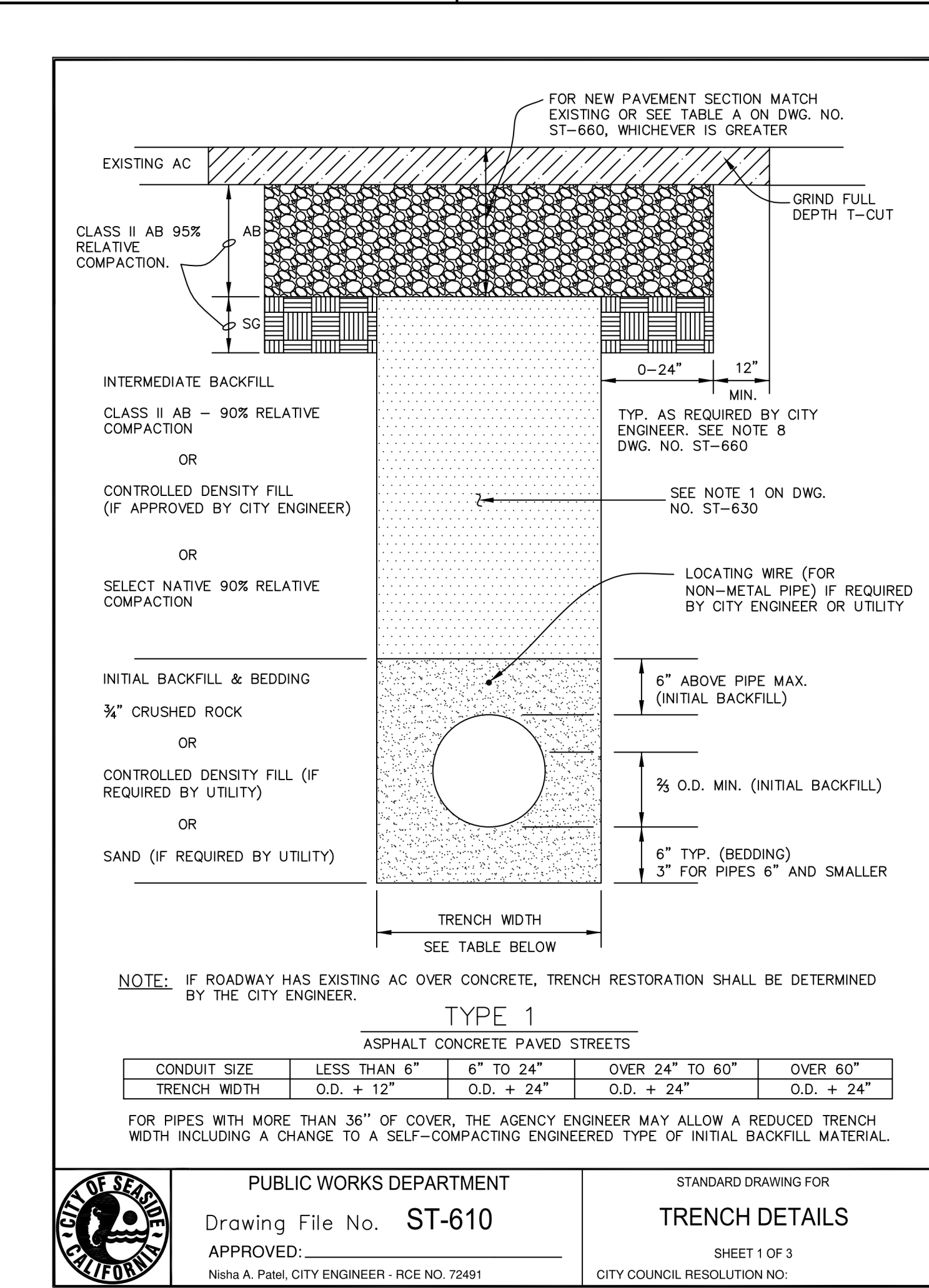


ALLOWABLE SLOPE AND CROSS SLOPE

REF: CBC 11B-402

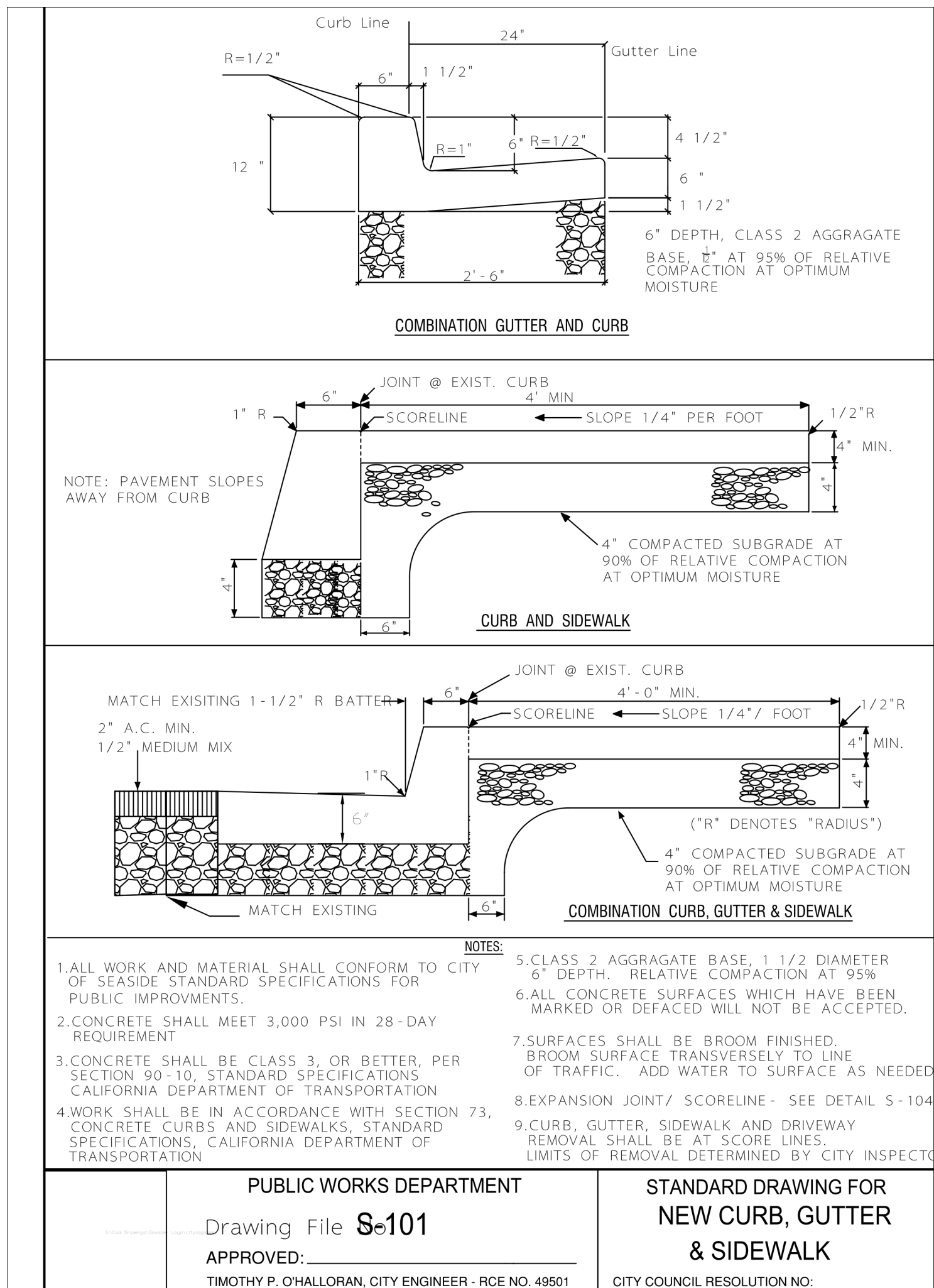
NOTE:

THE RUNNING SLOPE OF SIDEWALKS SHALL NOT EXCEED THE GENERAL GRADE ESTABLISHED FOR THE ADJACENT STREET



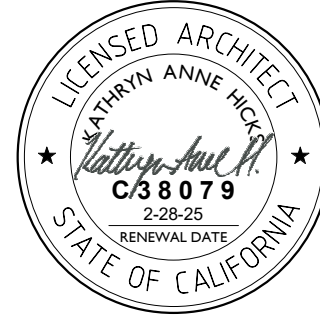
2 TRENCH DETAILS

NTS



3 NEW CURB, GUTTER & SIDEWALK

NTS



CONSULTANT

FIRE STATION NO. 1 KITCHEN RENOVATION

1635 Broadway Ave, Seaside, CA 93955

SITE DETAILS

NO.	REVISION	DATE
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△		
△		
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PROJECT MANAGER

DRAWN BY: CHECKED BY:

DATE:

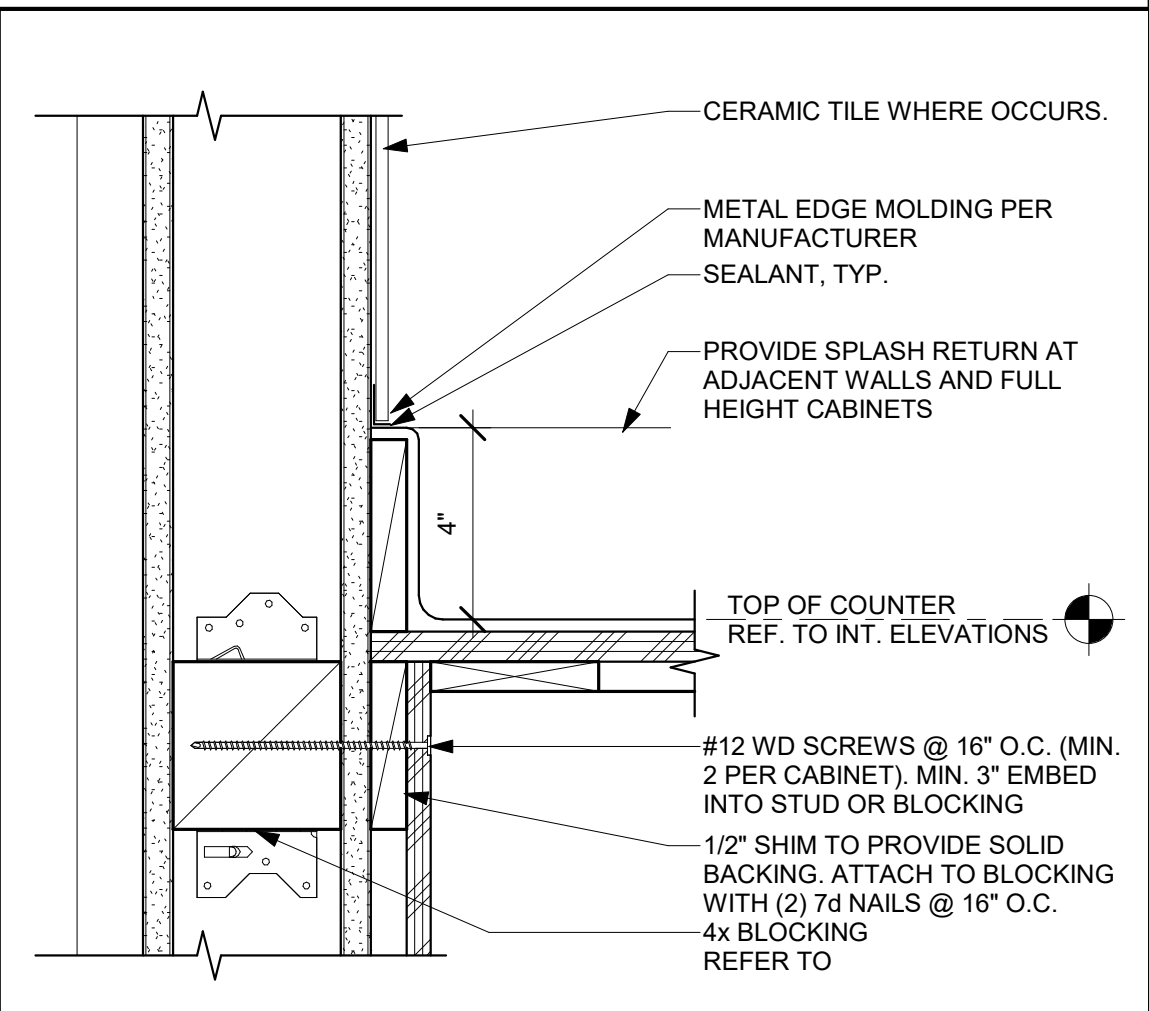
10.02.2024

PROJECT NUMBER:

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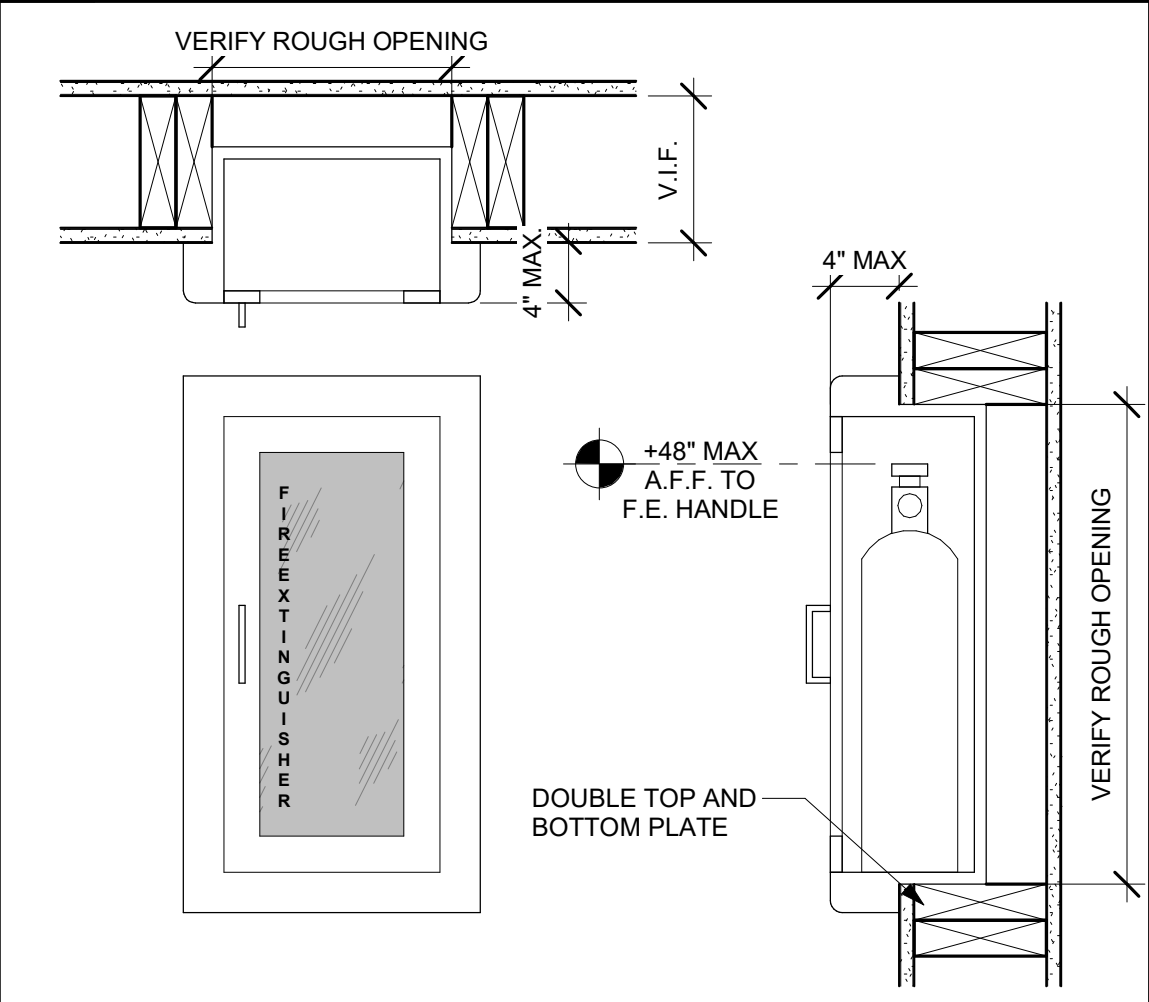
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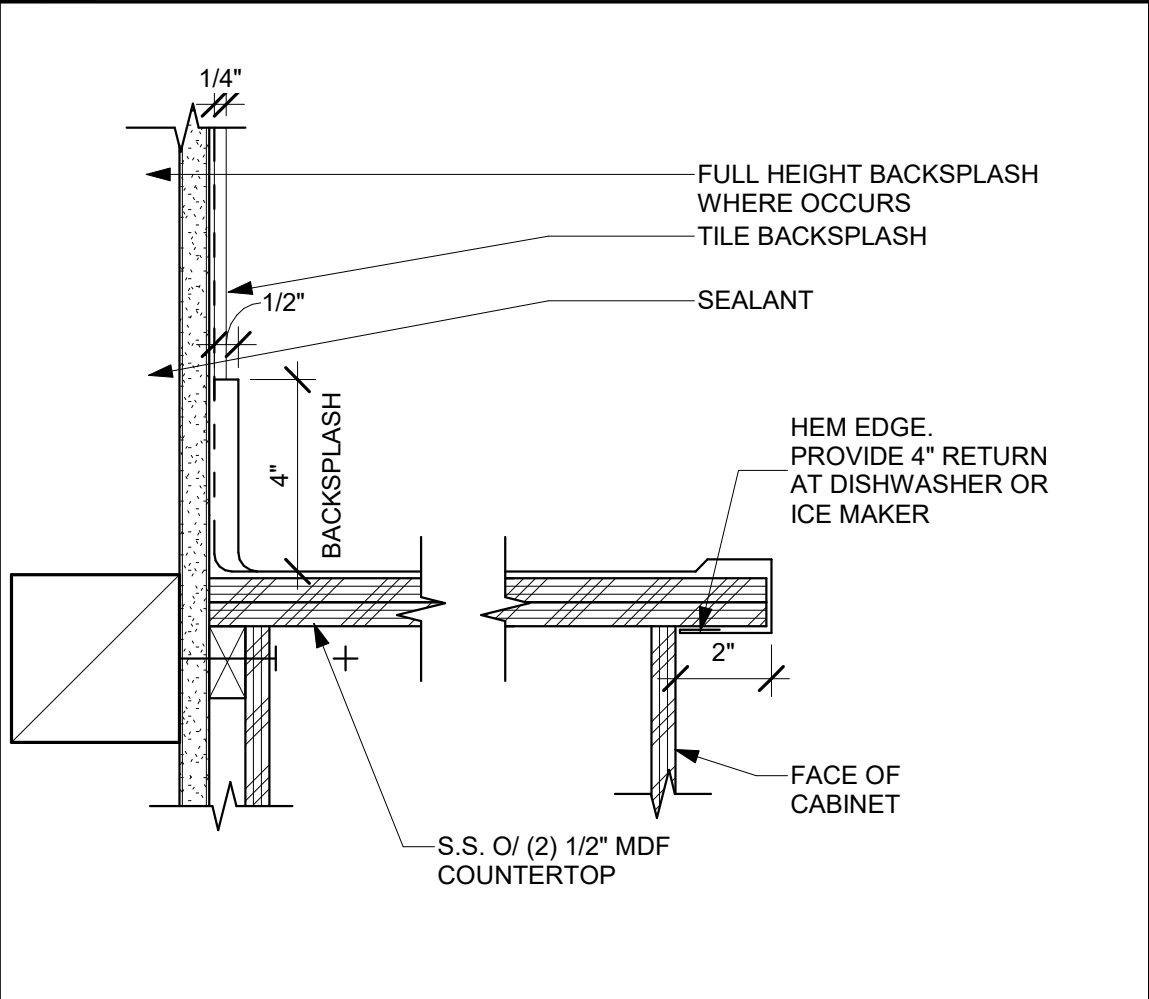
51 CABINET DETAIL - COUNTER

SCALE: 3" = 1'-0"



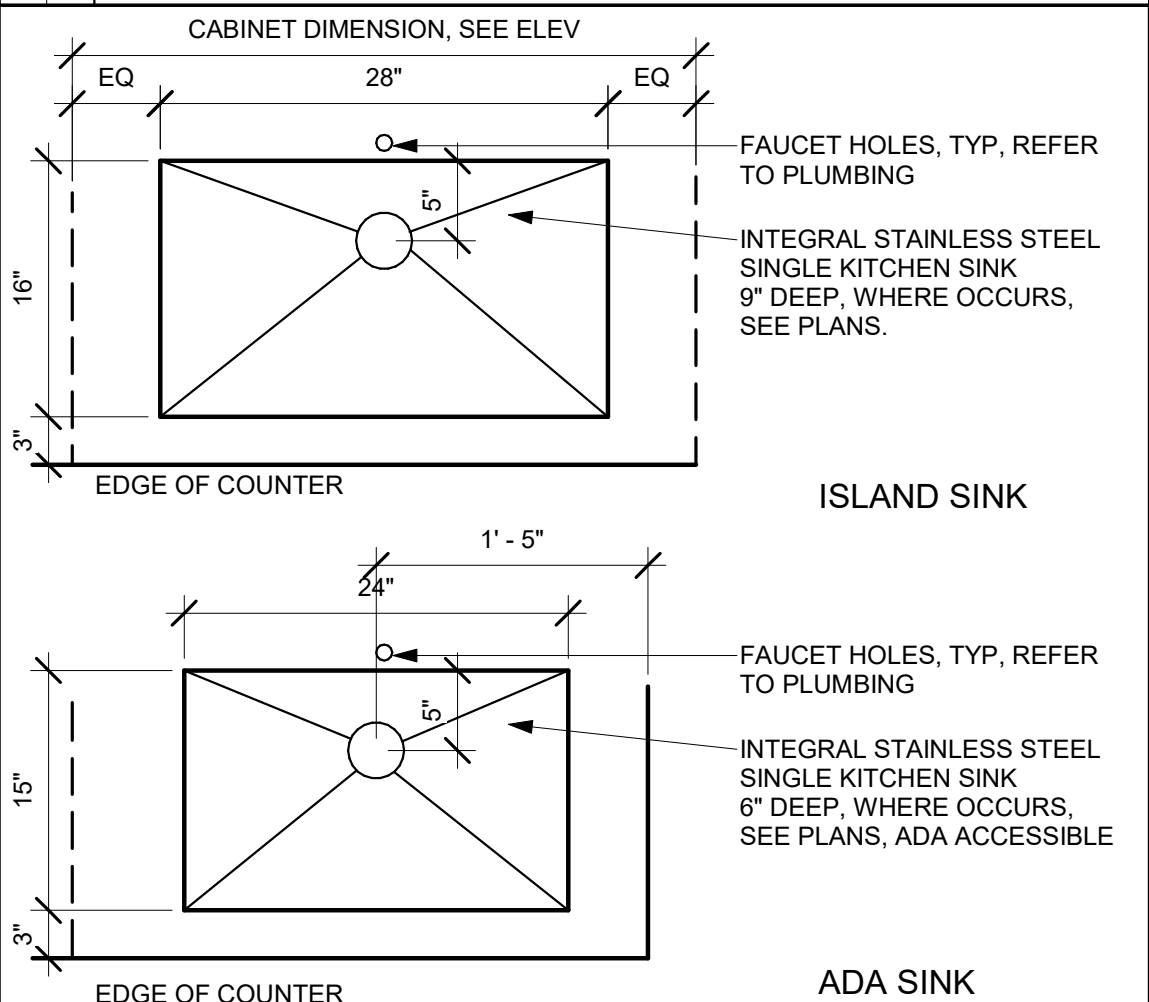
52 FIRE EXTINGUISHER CABINET - RECESS

SCALE: 1 1/2" = 1'-0"



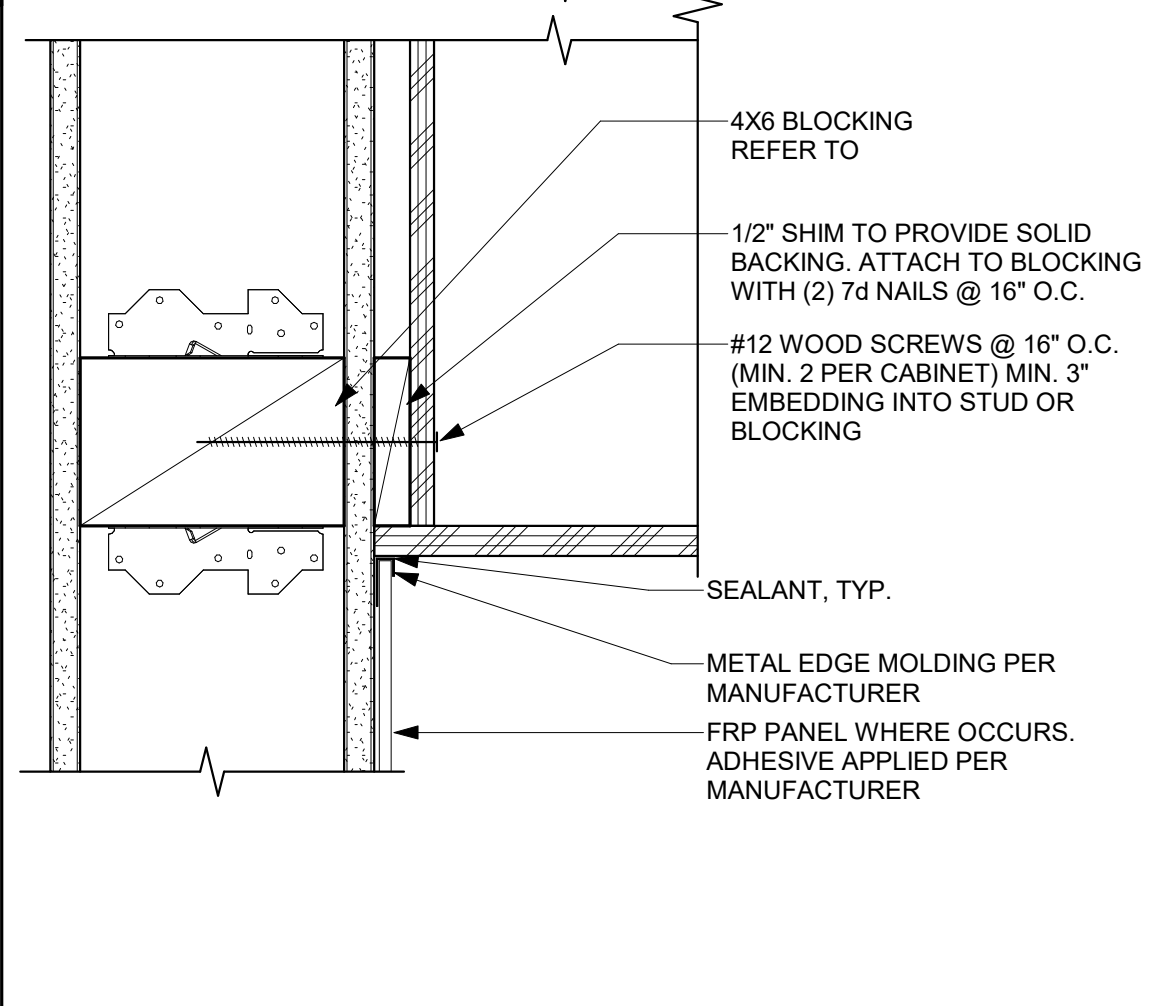
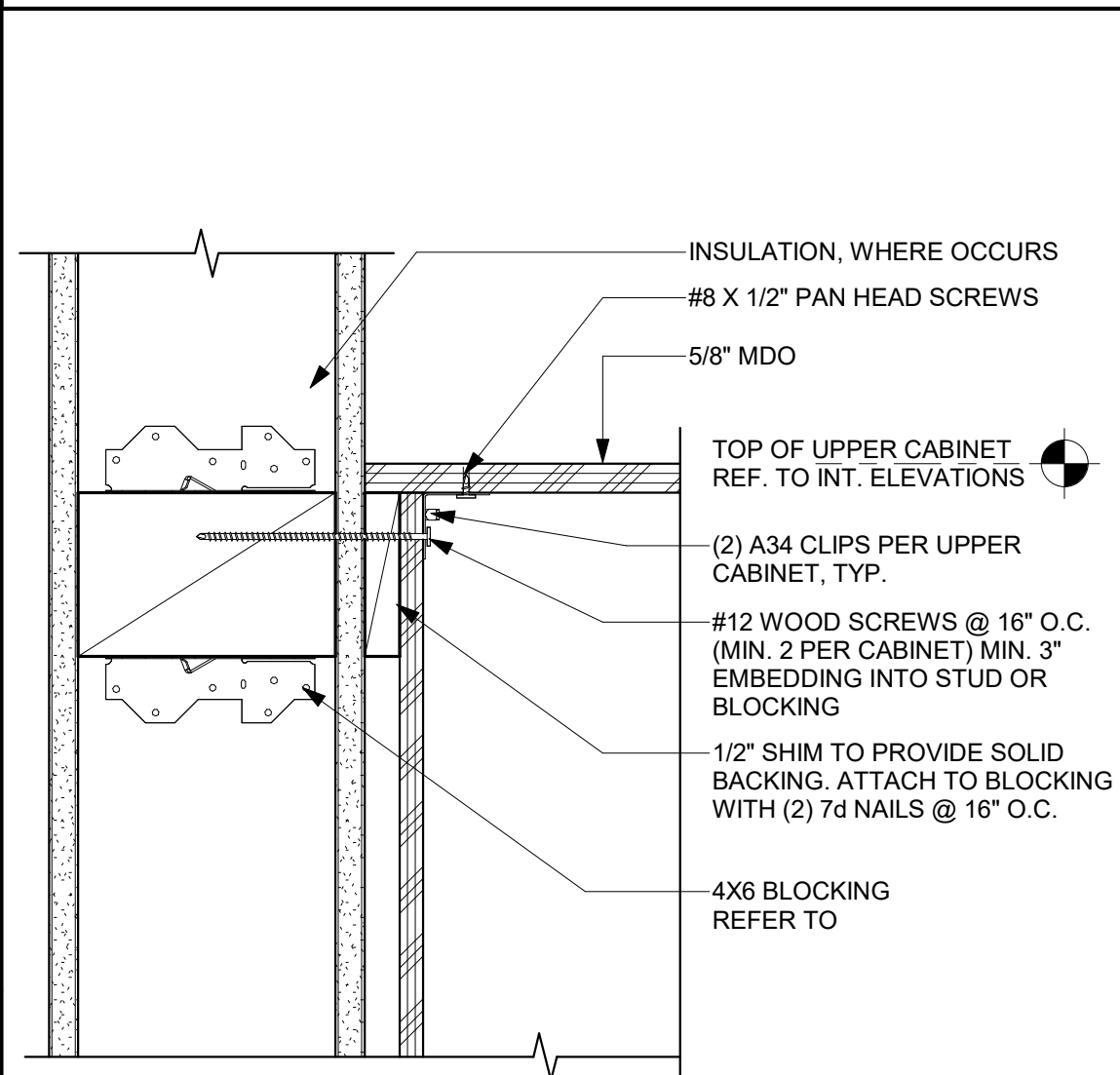
53 STAINLESS STEEL COUNTERTOP

SCALE: 3" = 1'-0"



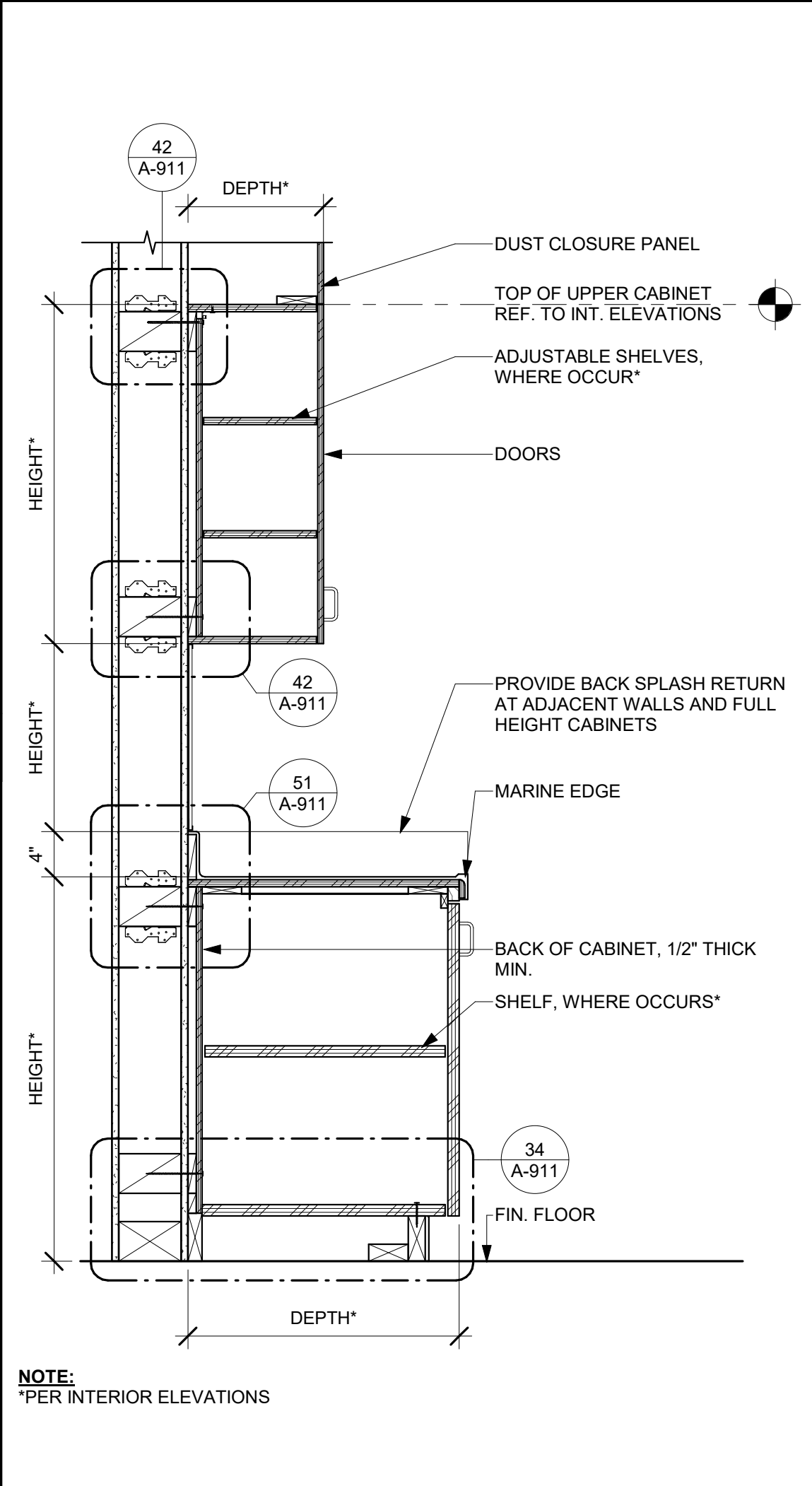
54 SINK SIZES

SCALE: 1" = 1'-0"



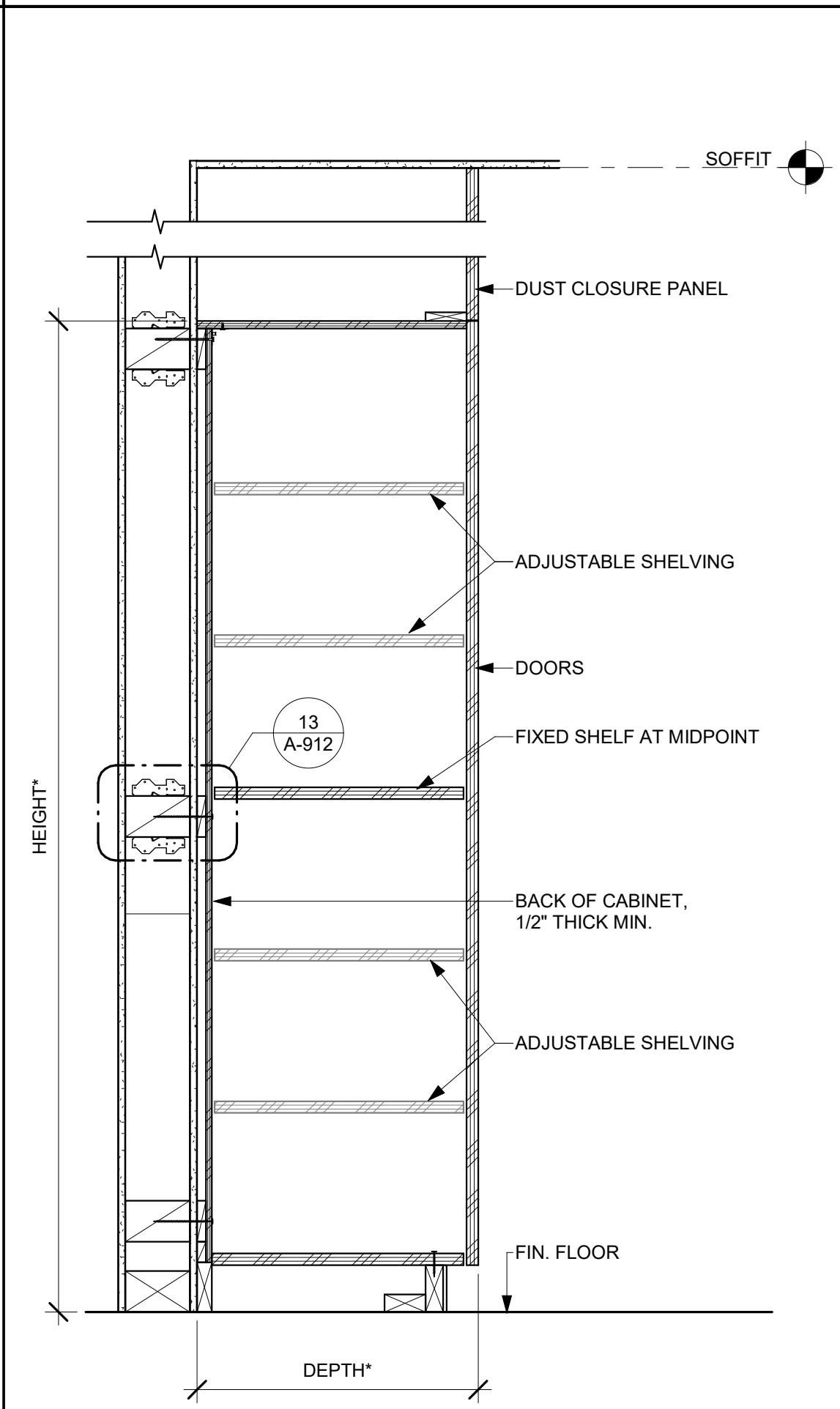
42 CABINET DETAIL - UPPER

SCALE: 3" = 1'-0"



44 CABINET SECTION - UPPER & LOWER

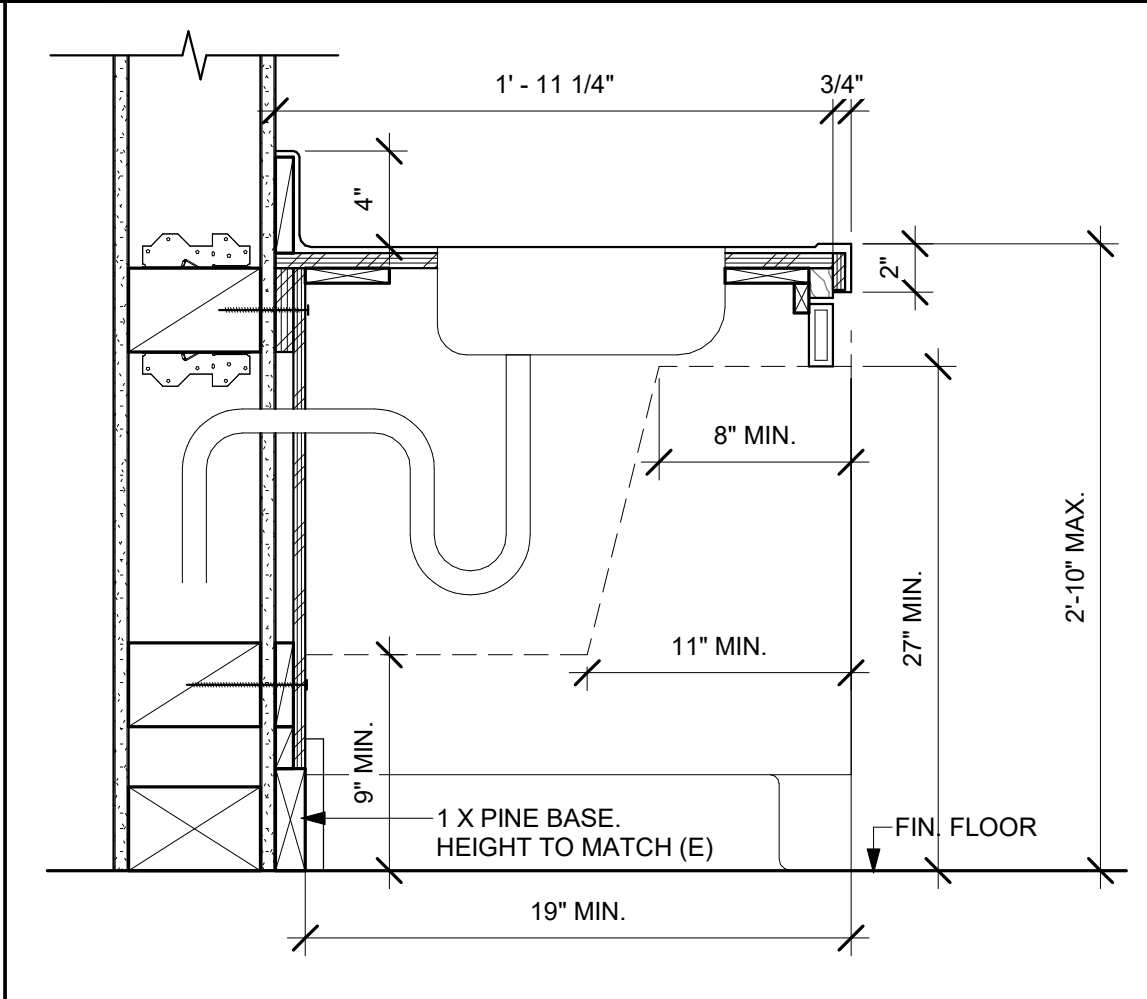
SCALE: 1" = 1'-0"



NOTE:
*PER INTERIOR ELEVATIONS
WHERE CABINET EXCEEDS 8'-0" IN HEIGHT, PROVIDE
BLOCKING AND CONNECTION AT FOUR PLACES,
SPACED EQUALLY

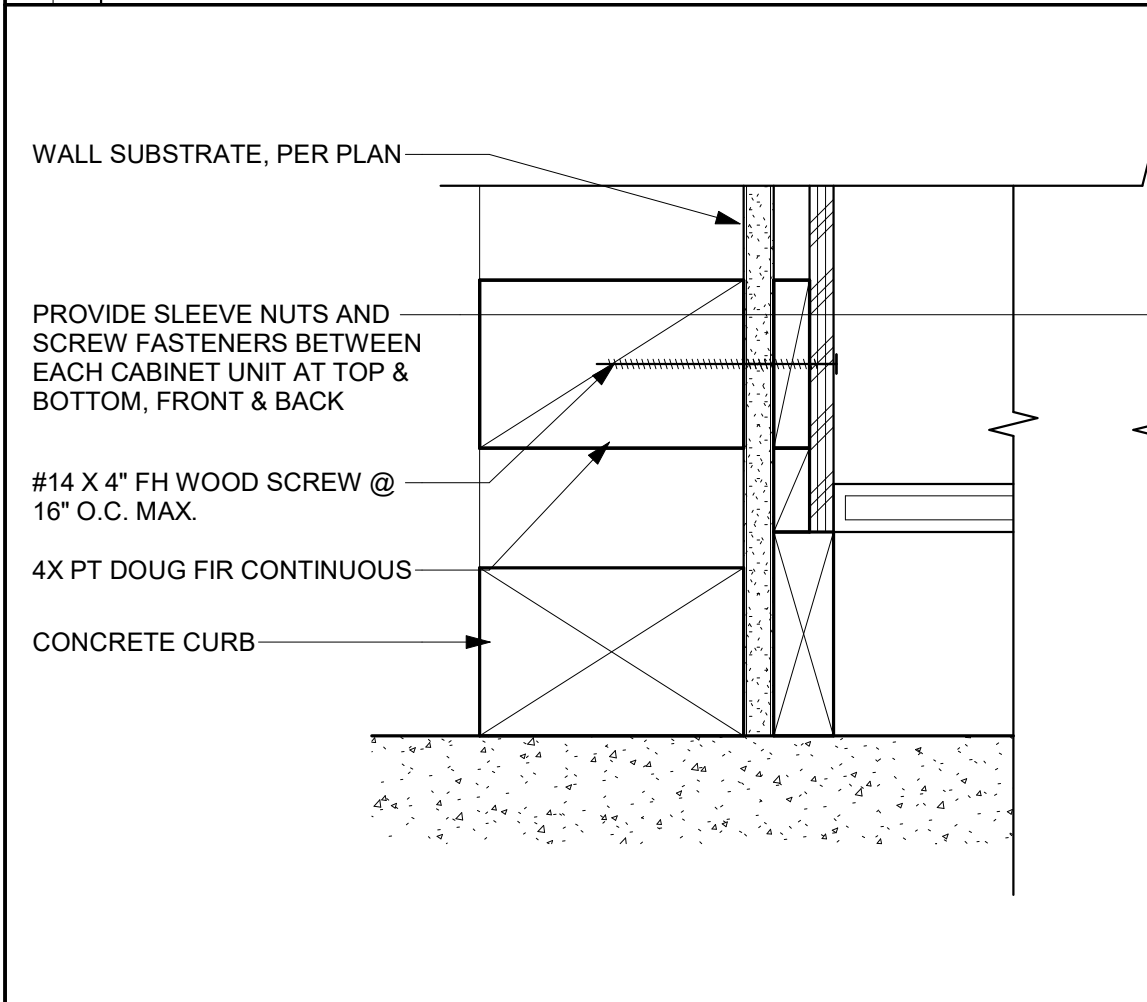
32 CABINET SECTION - FULL HEIGHT

SCALE: 1" = 1'-0"



33 ACC. CABINET DETAIL

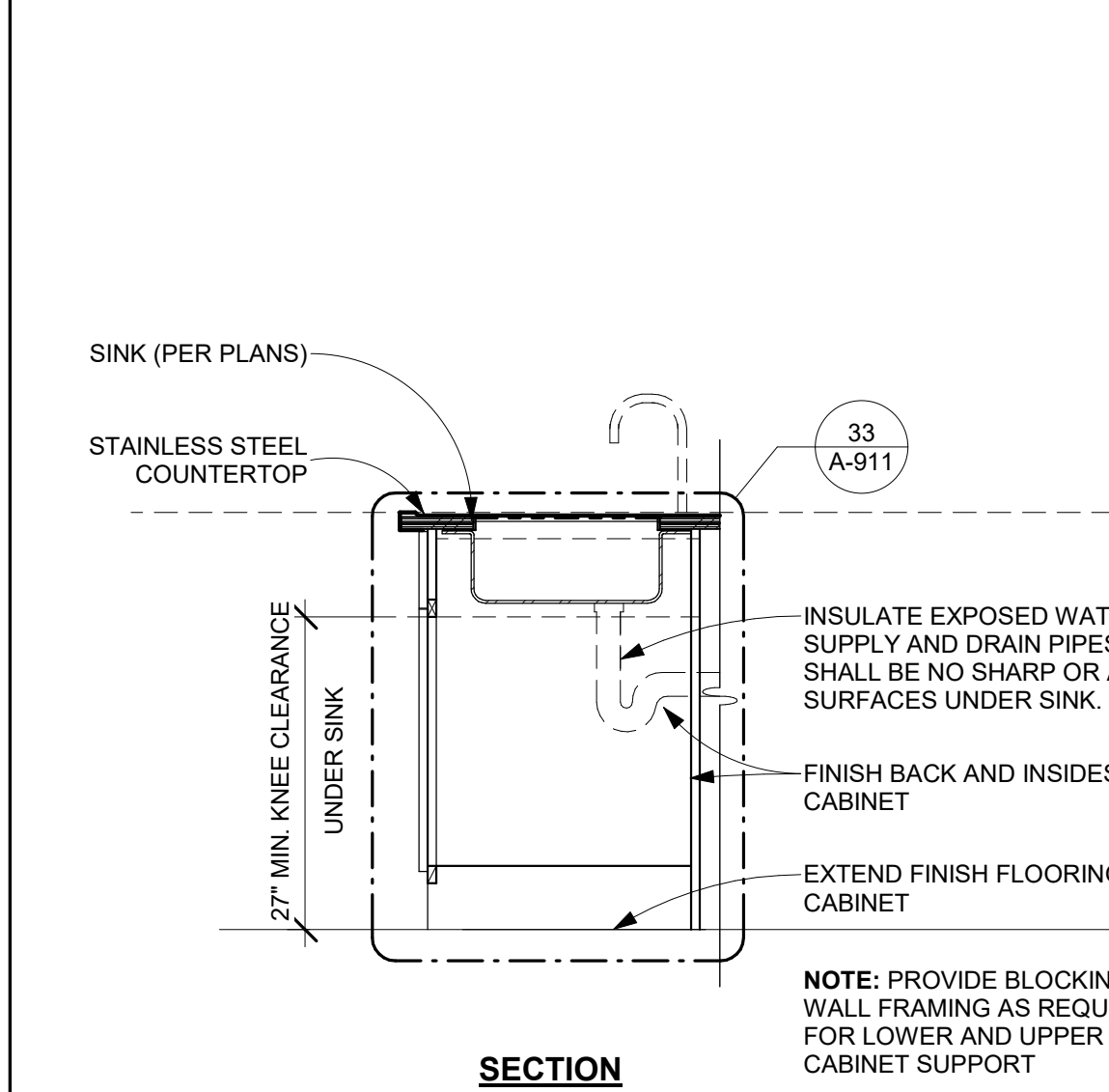
SCALE: 1 1/2" = 1'-0"



34 CABINET DETAIL - BASE

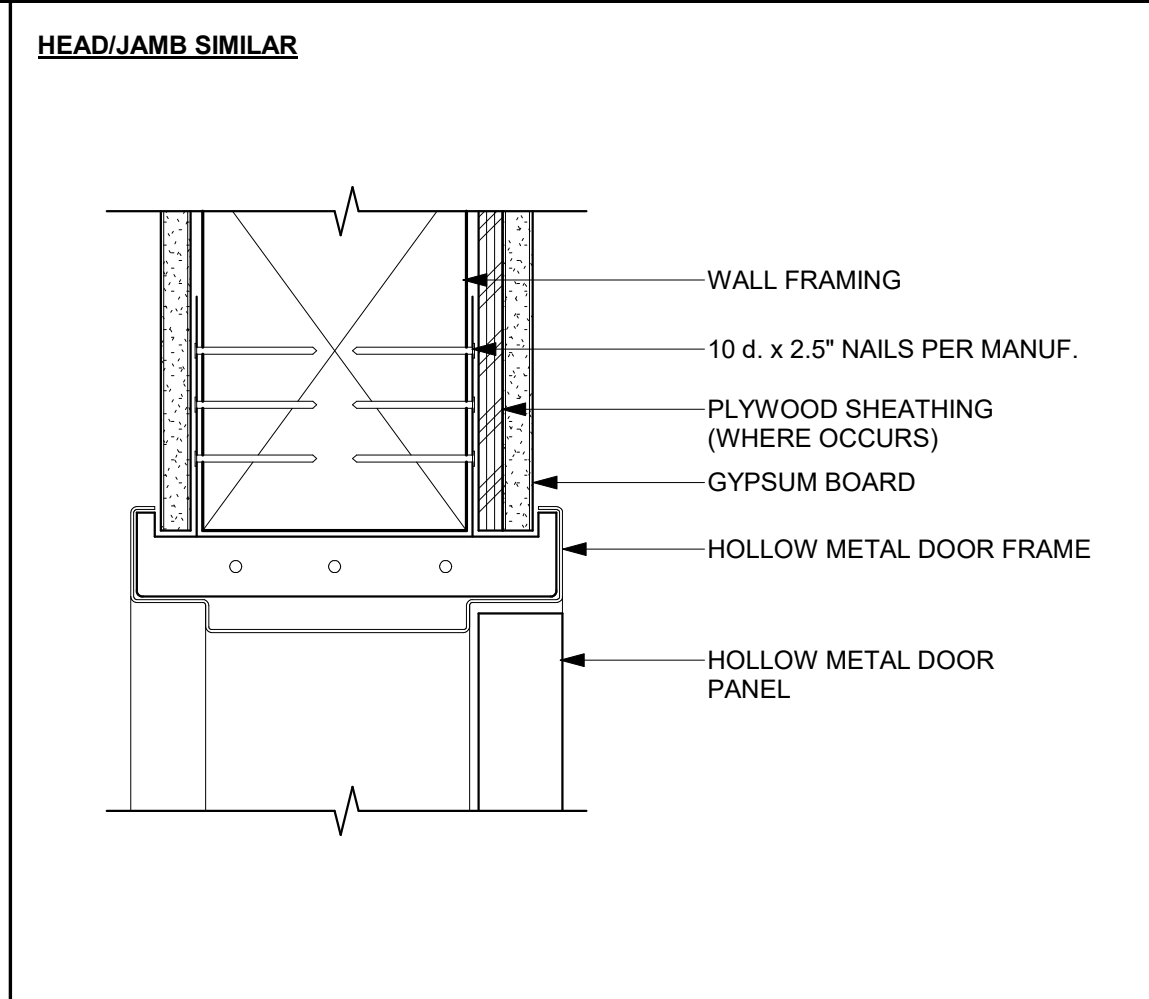
SCALE: 3" = 1'-0"

- *KITCHEN ACCESSIBILITY NOTES**
1. THE SINK AND WORK SURFACE TO BE SEPARATE (30") COMPONENTS.
 2. BASE CABINET DOORS DIRECTLY UNDER THE COUNTER AREA, SHALL BE REMOVABLE WITHOUT THE USE OF SPECIALIZED TOOLS OR SPECIALIZED KNOWLEDGE, OR SHALL POCKET AWAY IN ORDER TO PROVIDE CLEARANCE FOR A WHEELCHAIR. THE FINISH FLOOR BENEATH THE COUNTER AREA SHALL BE EXTENDED TO THE REAR PANEL.
 3. WITH DOORS REMOVED OR POCKETED AWAY, TOE AND KNEE CLEARANCE TO COMPLY WITH DETAIL:
 4. FAUCET CONTROLS AND OPERATING MECHANISMS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST.
 5. THE FORCE REQUIRED TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 5 POUND FORCE (22.2N). LEVER-OPERATED, PUSH-TYPE AND ELECTRONICALLY CONTROLLED MECHANISMS ARE EXAMPLES OF ACCEPTABLE DESIGNS. SELF-CLOSING VALVES ARE ALLOWED IF THE FAUCET REMAINS OPEN FOR AT LEAST 10 SECONDS.



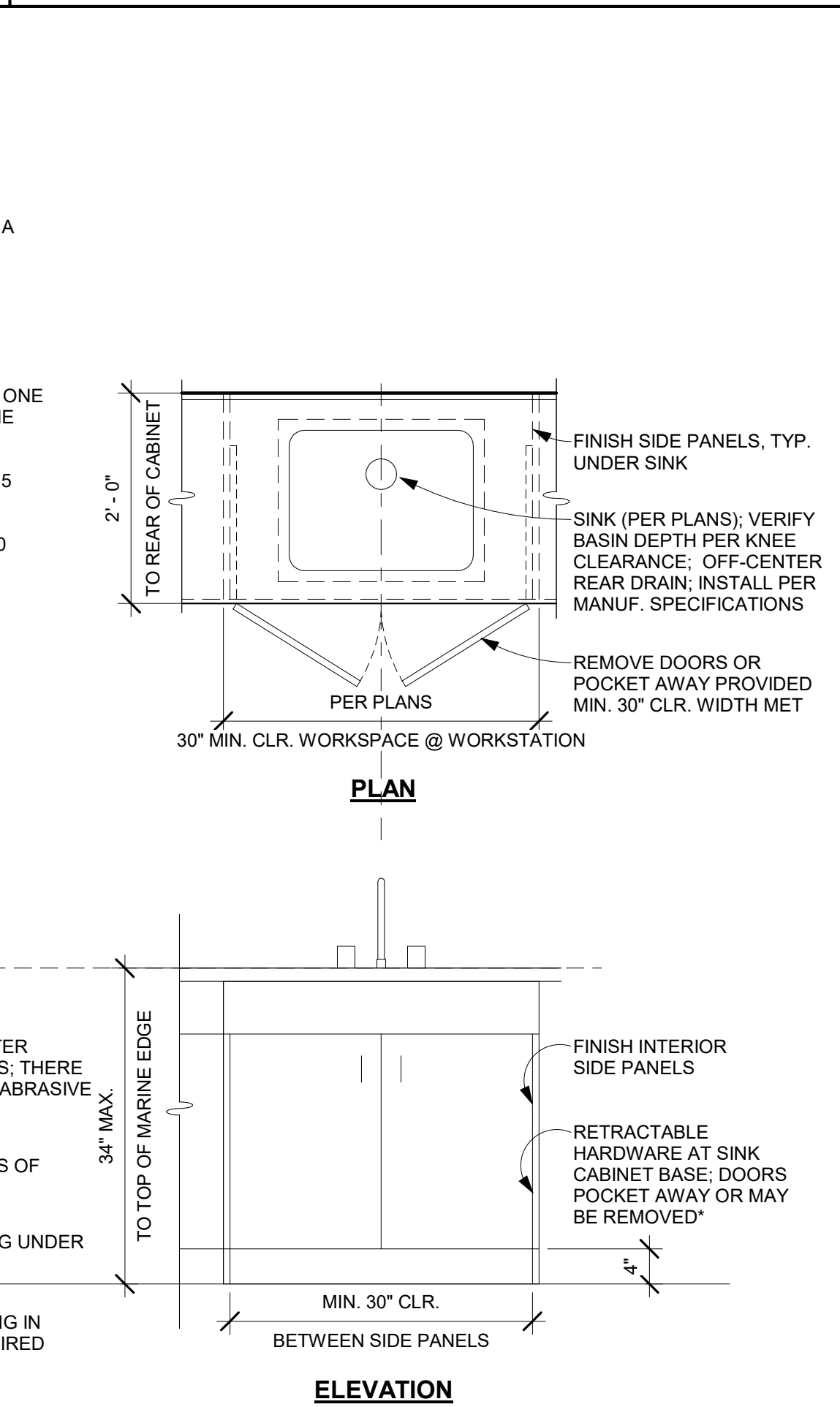
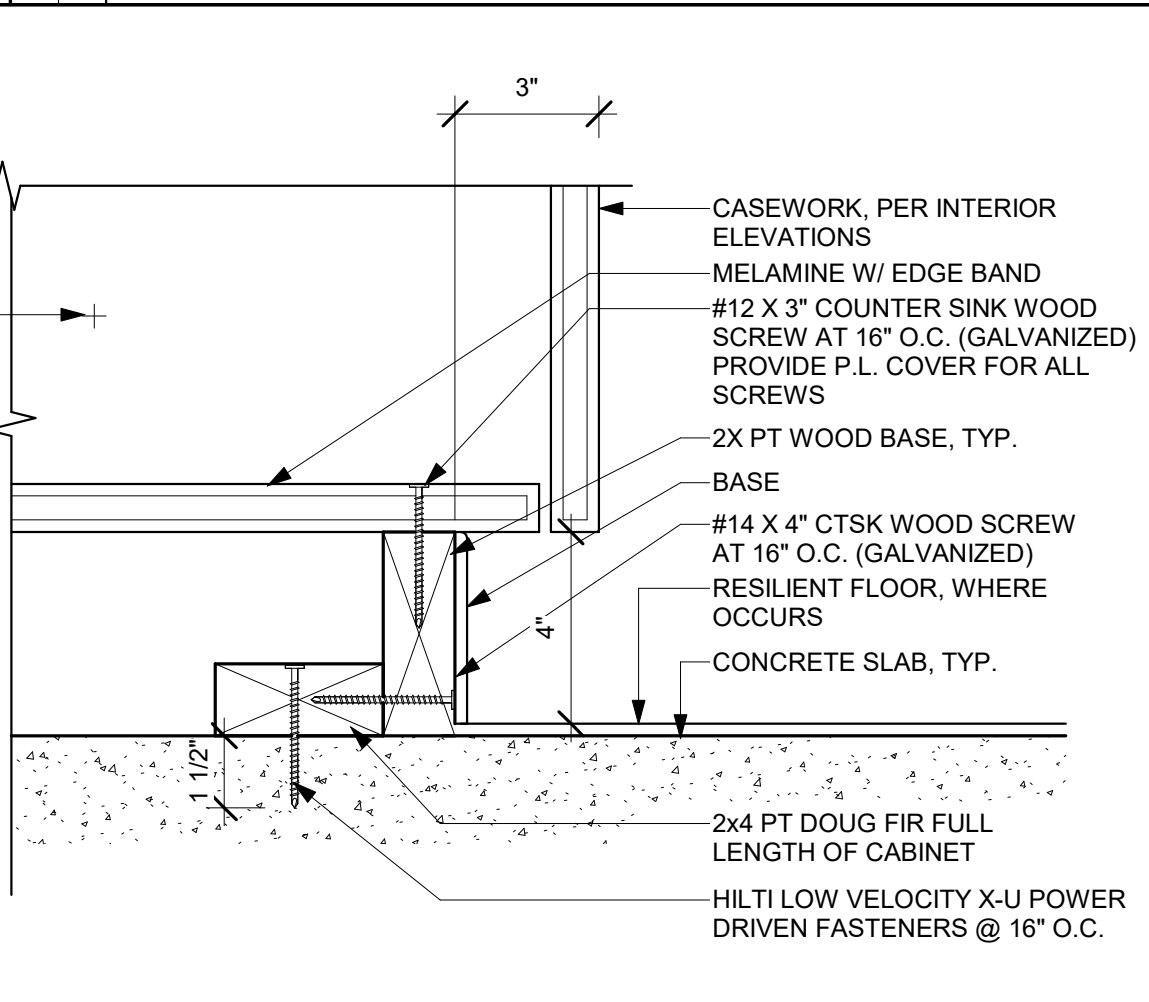
22 ACC. KITCHEN WORKSTATION AND SINK & COMMUNITY ROOM SINK

SCALE: 3/4" = 1'-0"



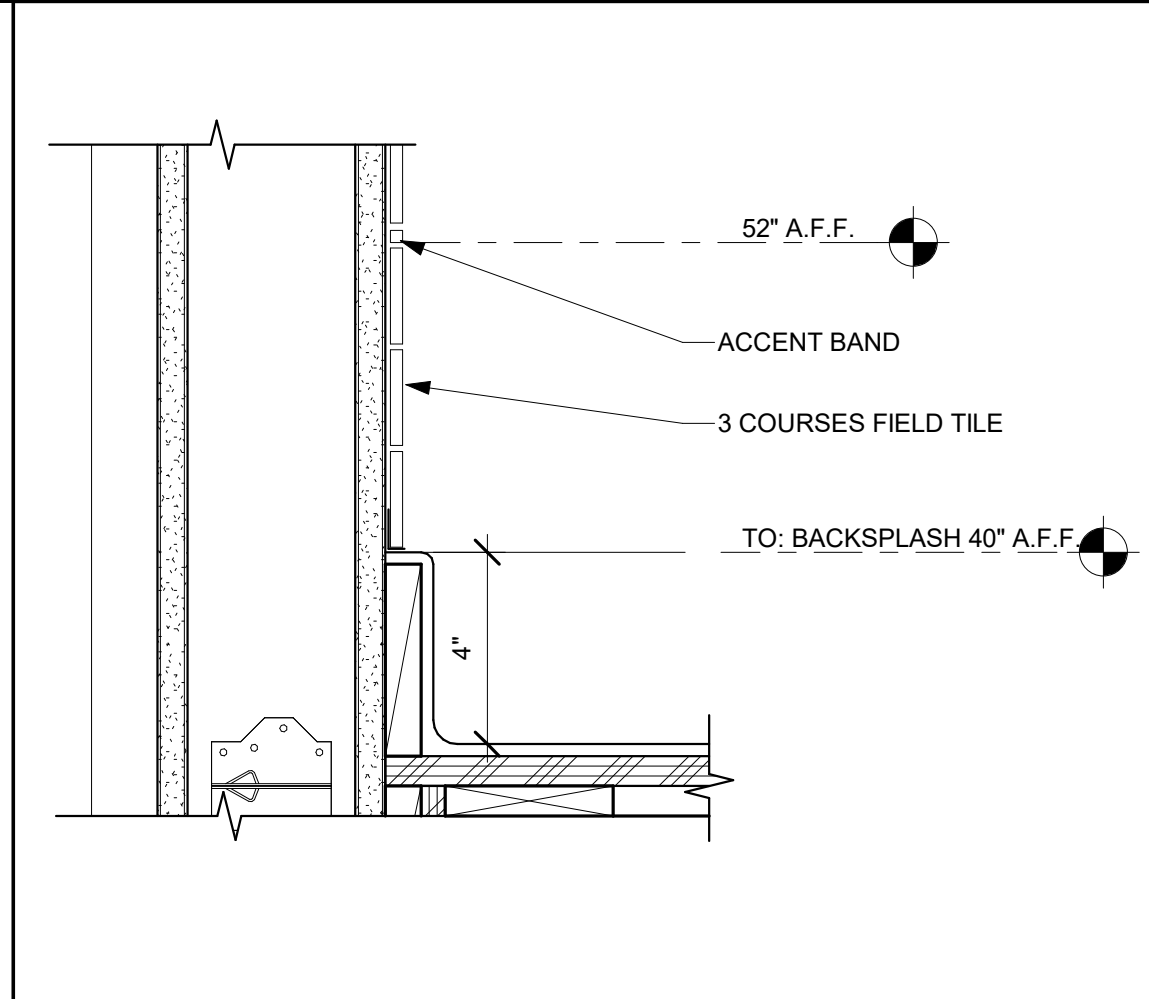
23 INT. DOOR - HEAD/JAMB (STUD)

SCALE: 3" = 1'-0"



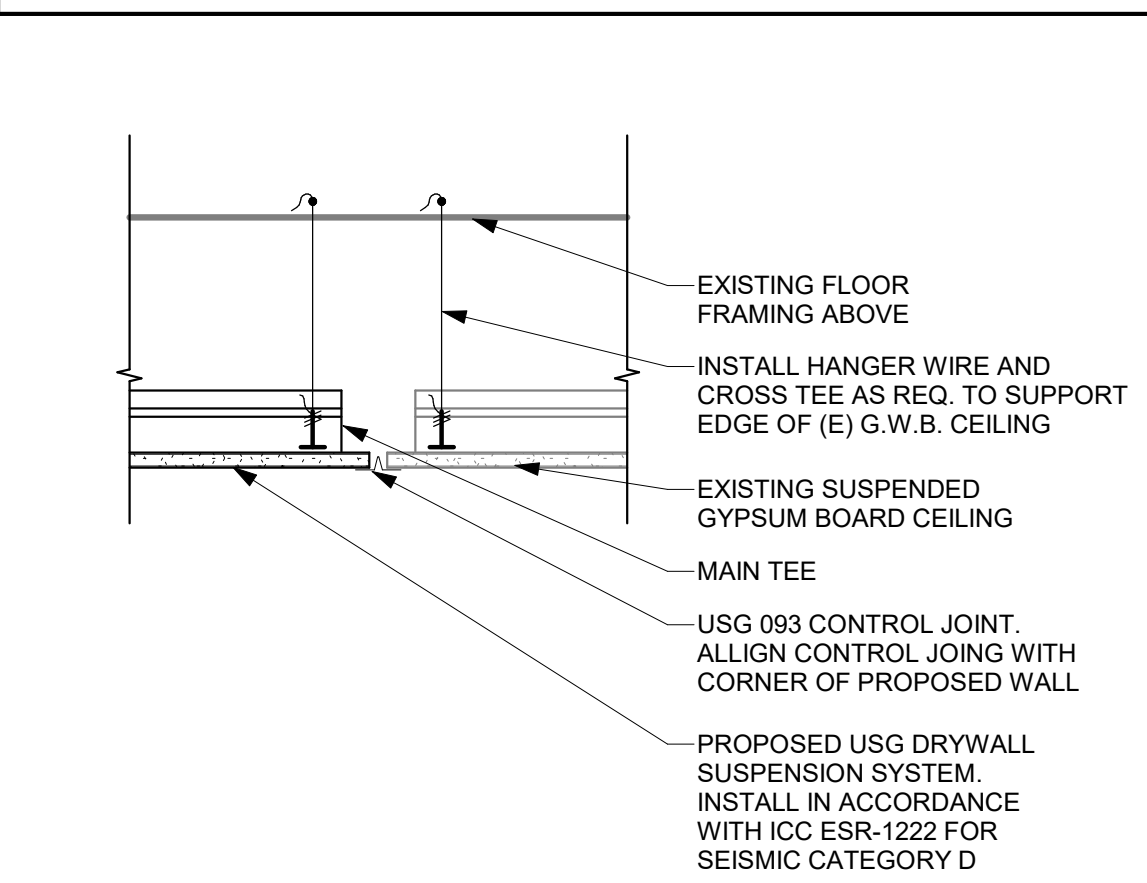
13 CABINET DETAIL - TILE BACKSPLASH

SCALE: 3" = 1'-0"

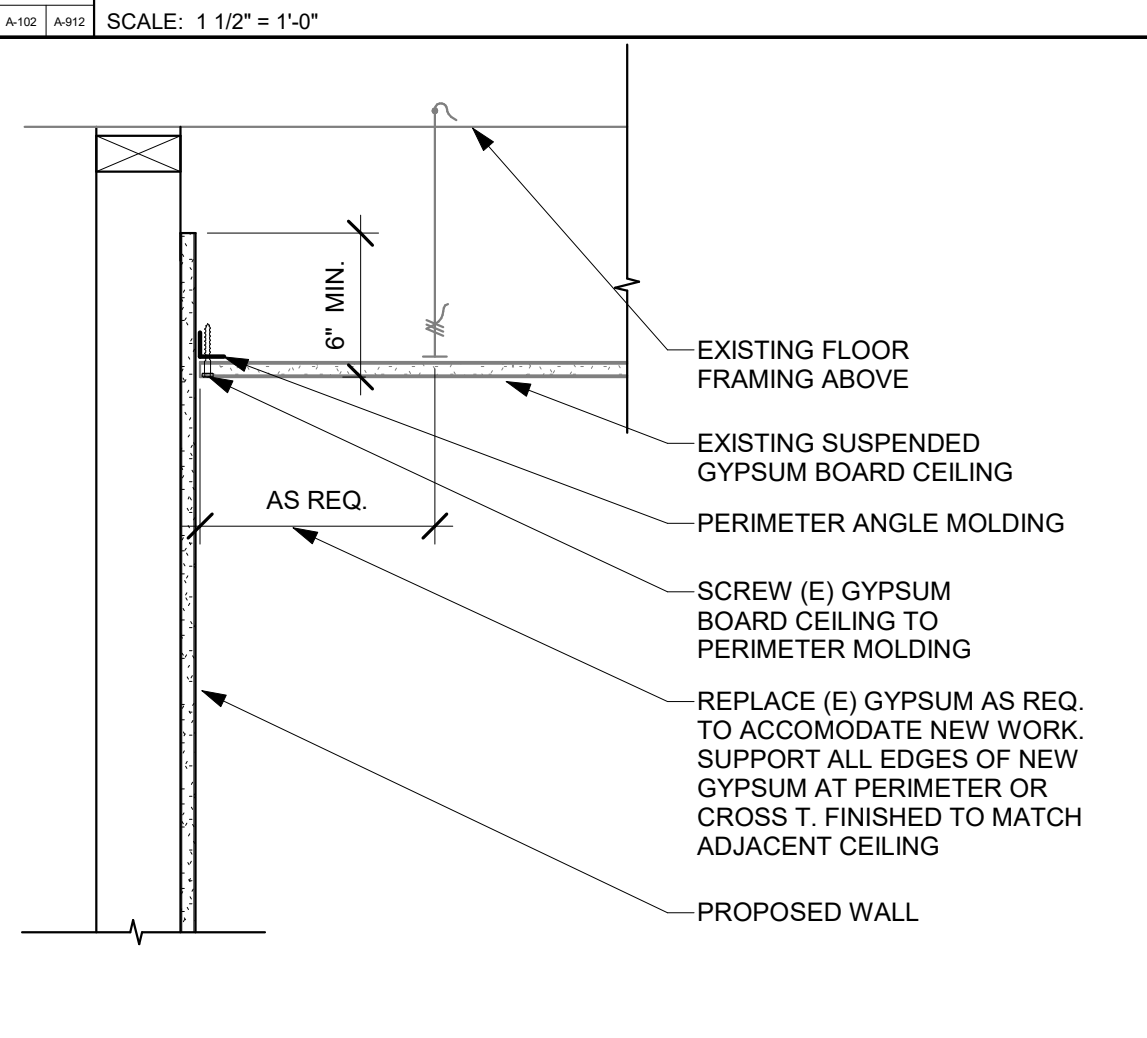


NO.	REVISION	DATE
PROJECT MANAGER		
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DATE	10.02.2024	
PROJECT NUMBER		
SHEET		

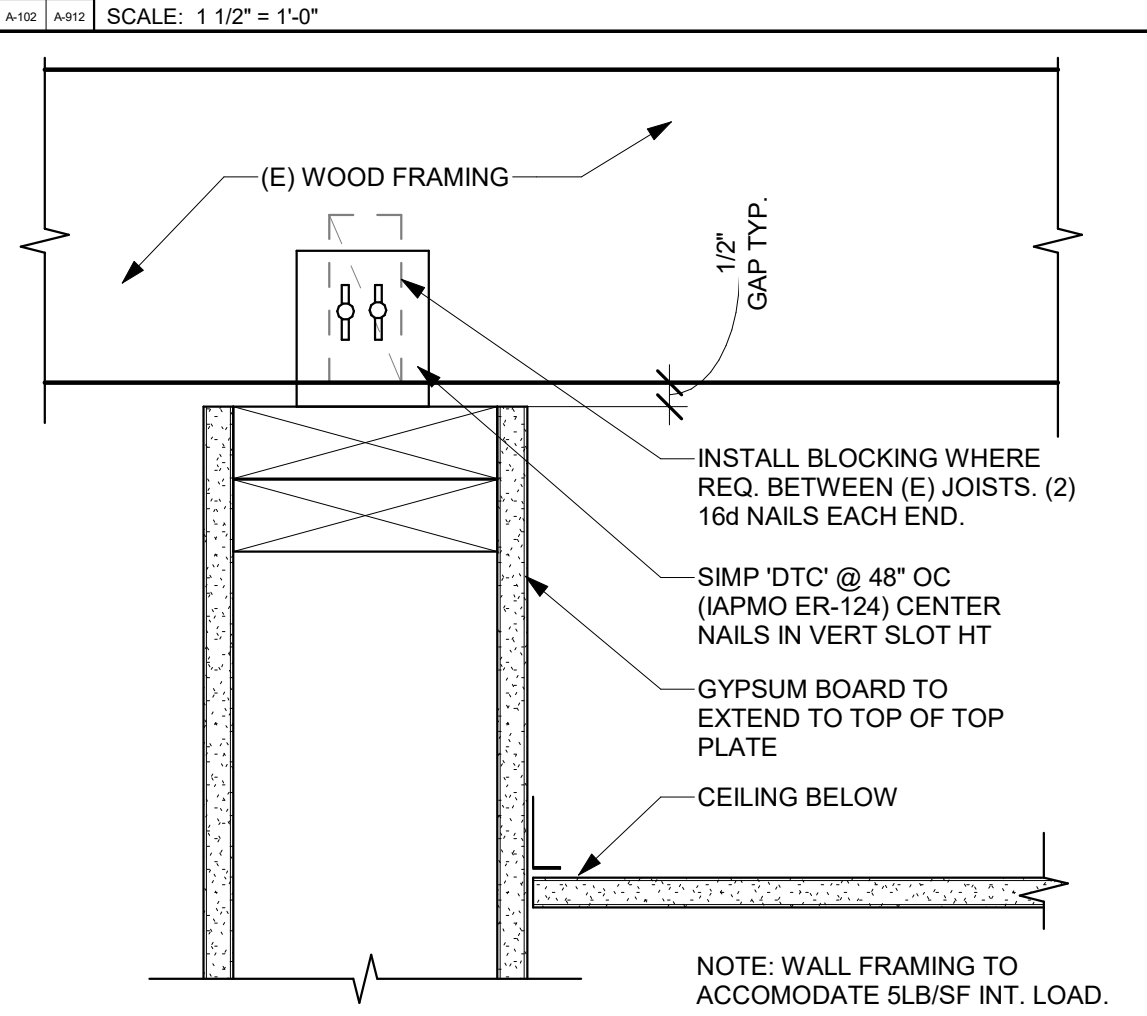
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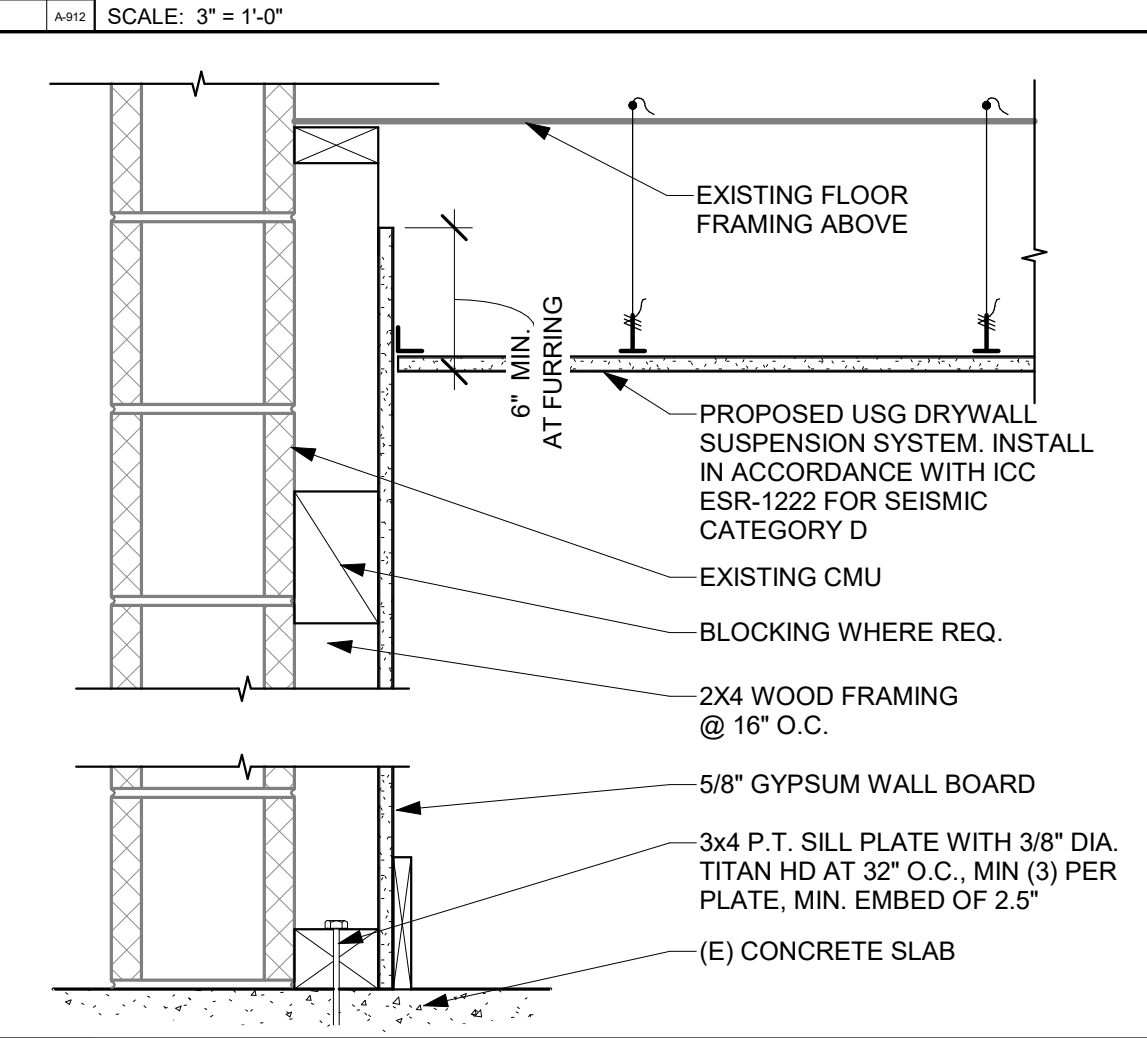
31 PROPOSED TO EXT. SUSPENDED CEILING



32 SUSPENDED CEILING TO PROPOSED WALL



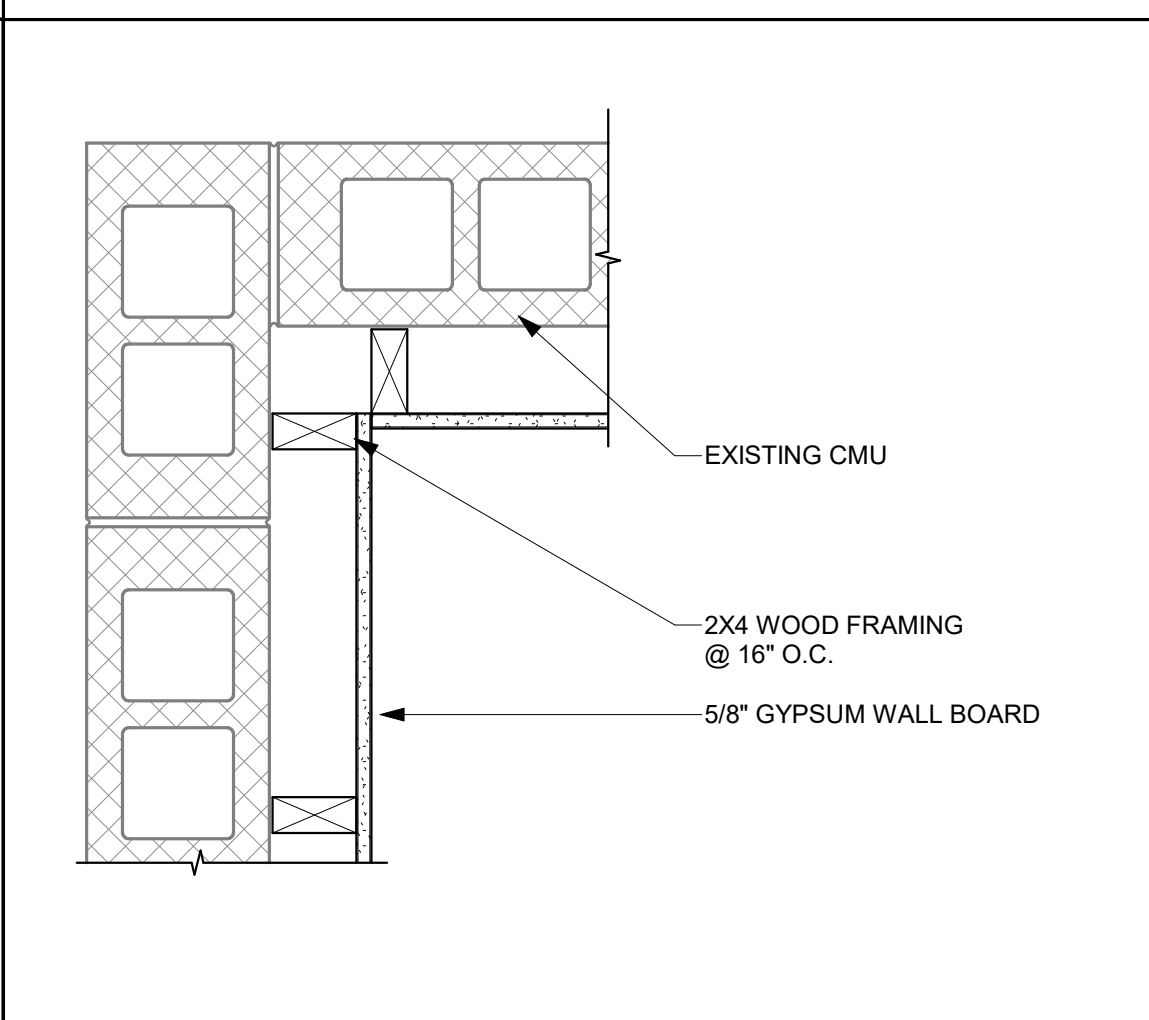
33 PARTITION BRACING-FULL HEIGHT



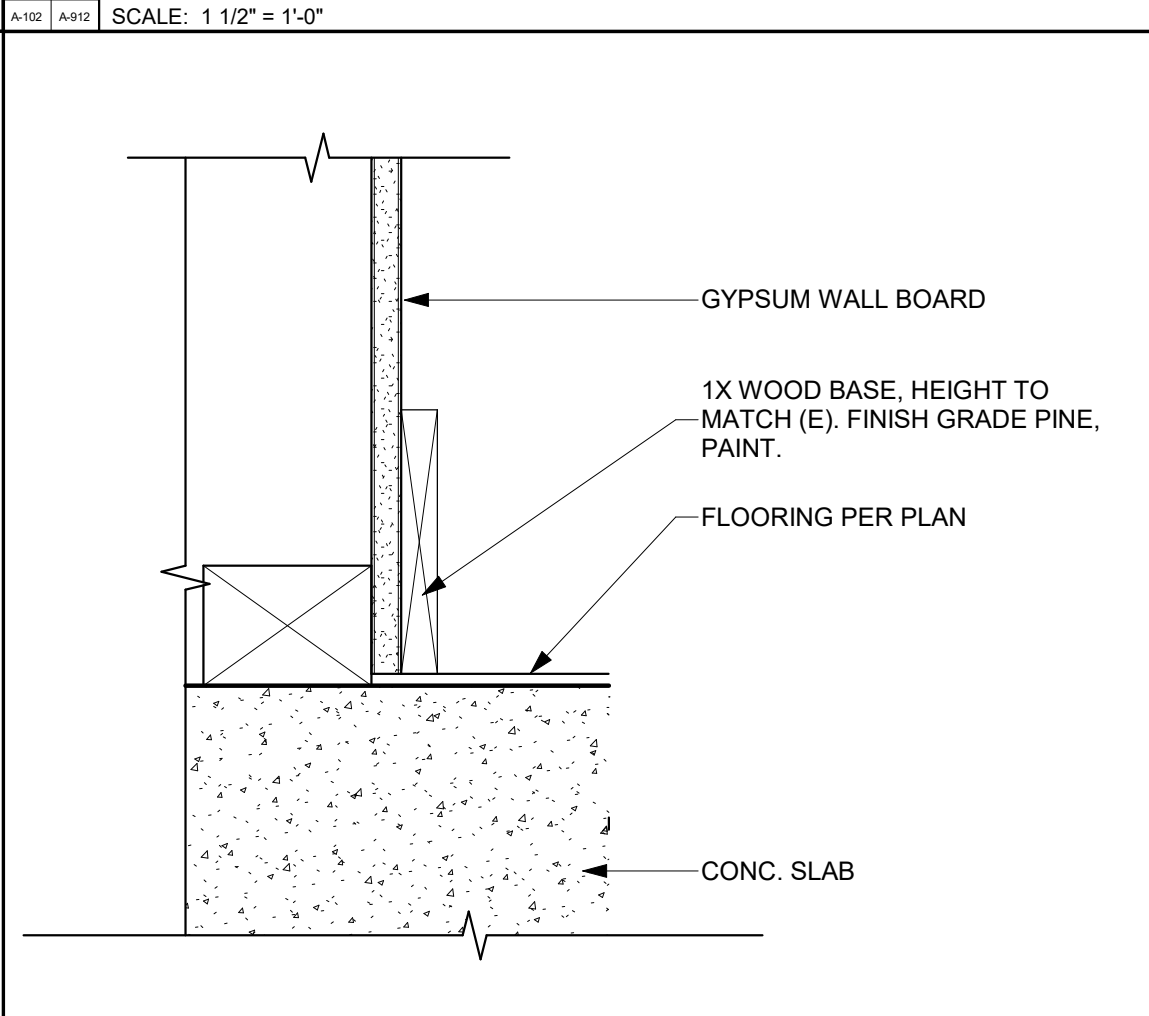
34 2X4 FURRING OVER CMU



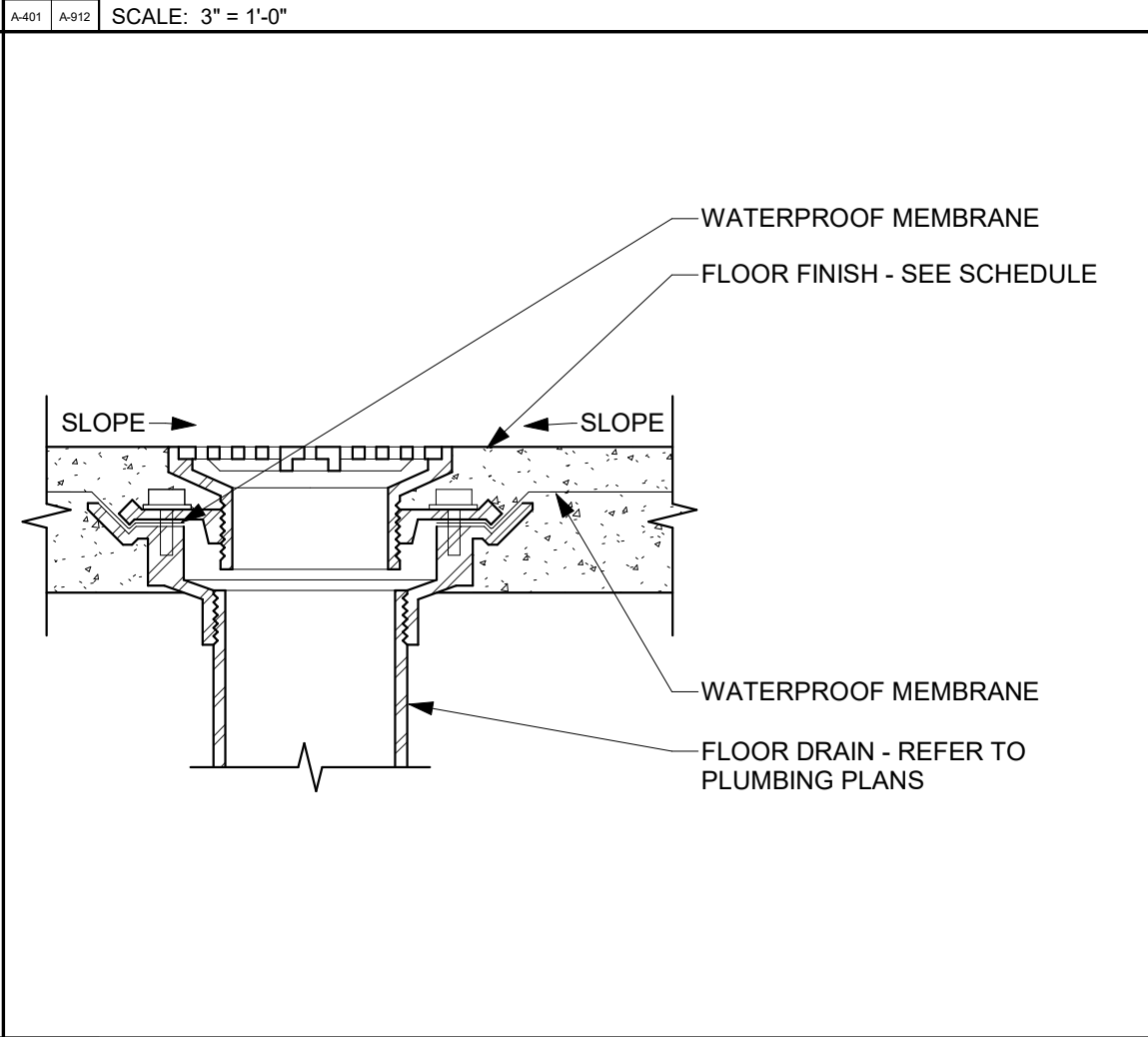
35 CMU - 4X FURRING INSIDE CORNER



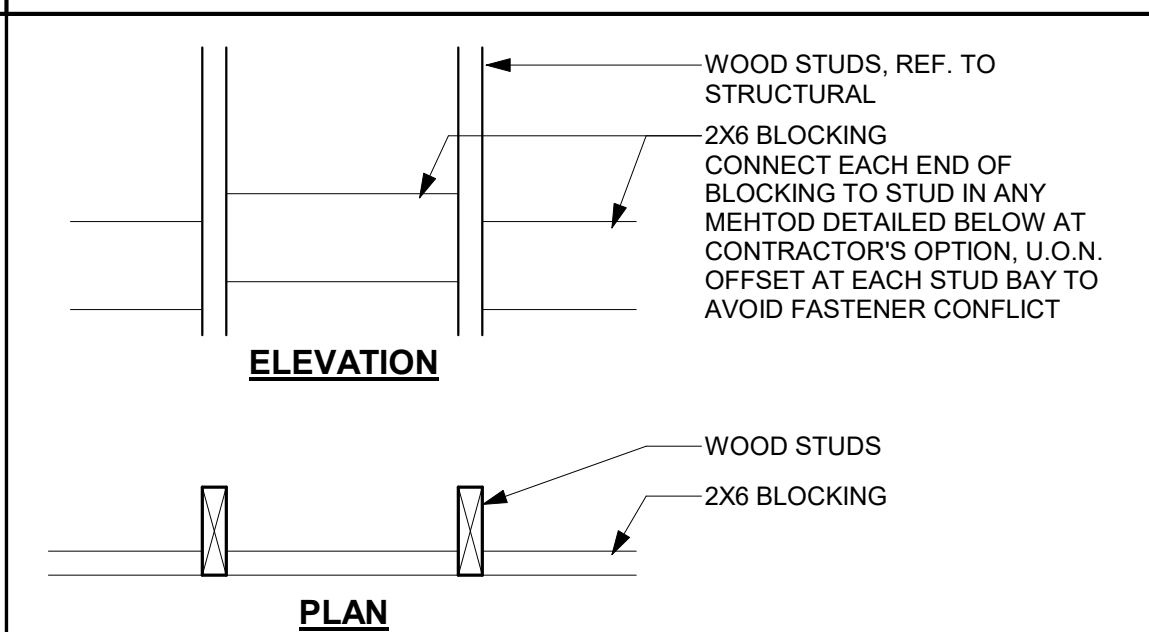
36 BASE - INTERIOR - TYPICAL



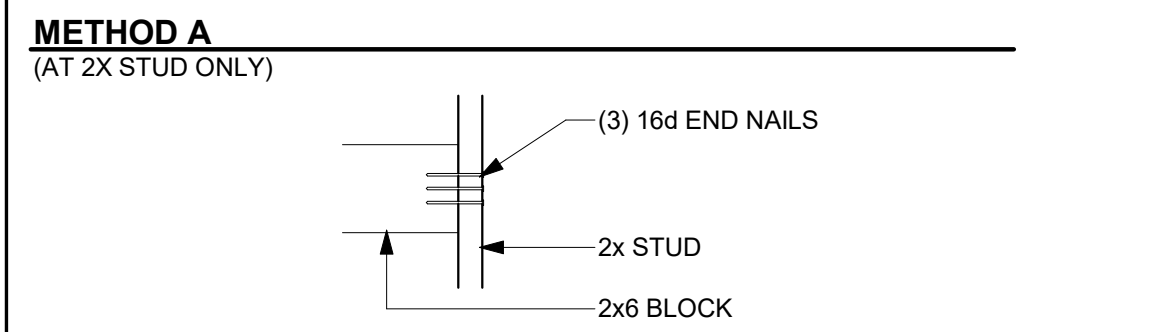
37 FLOOR DRAIN



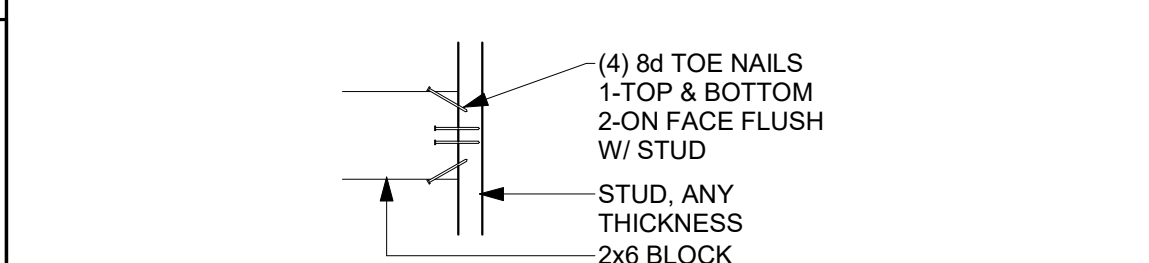
38 CONCRETE SLAB PATCHING



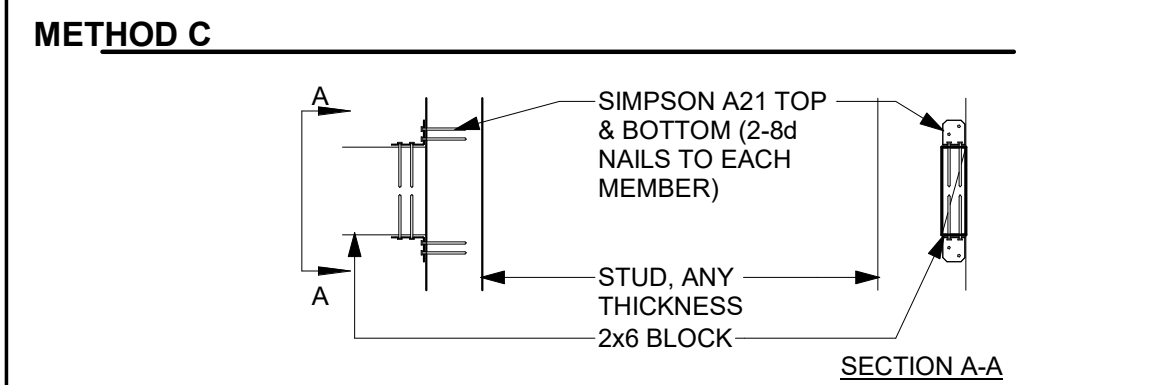
39 TYP. 2X BLOCKING



40 METHOD A (AT 2X STUD ONLY)



41 METHOD B

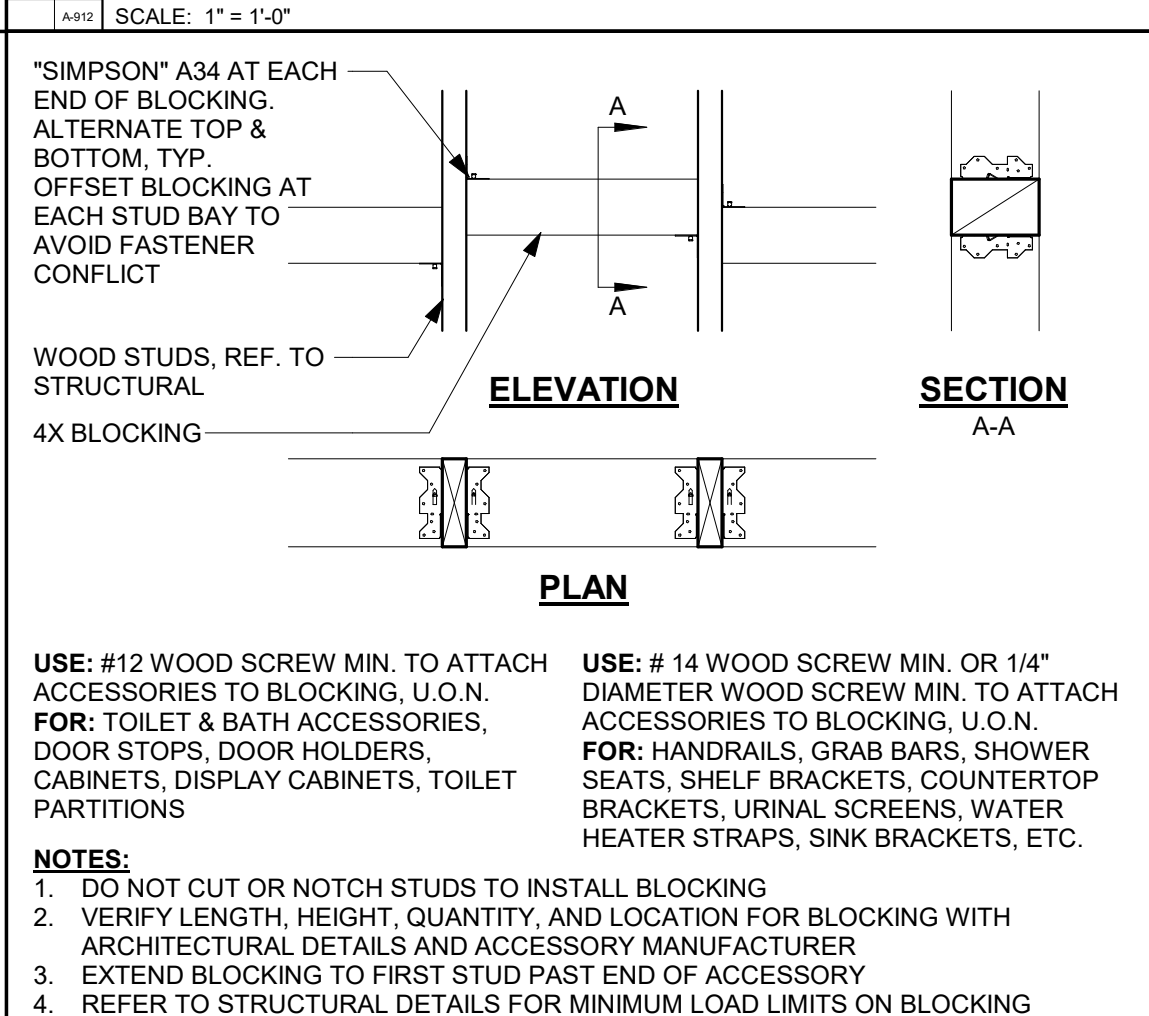


42 METHOD C

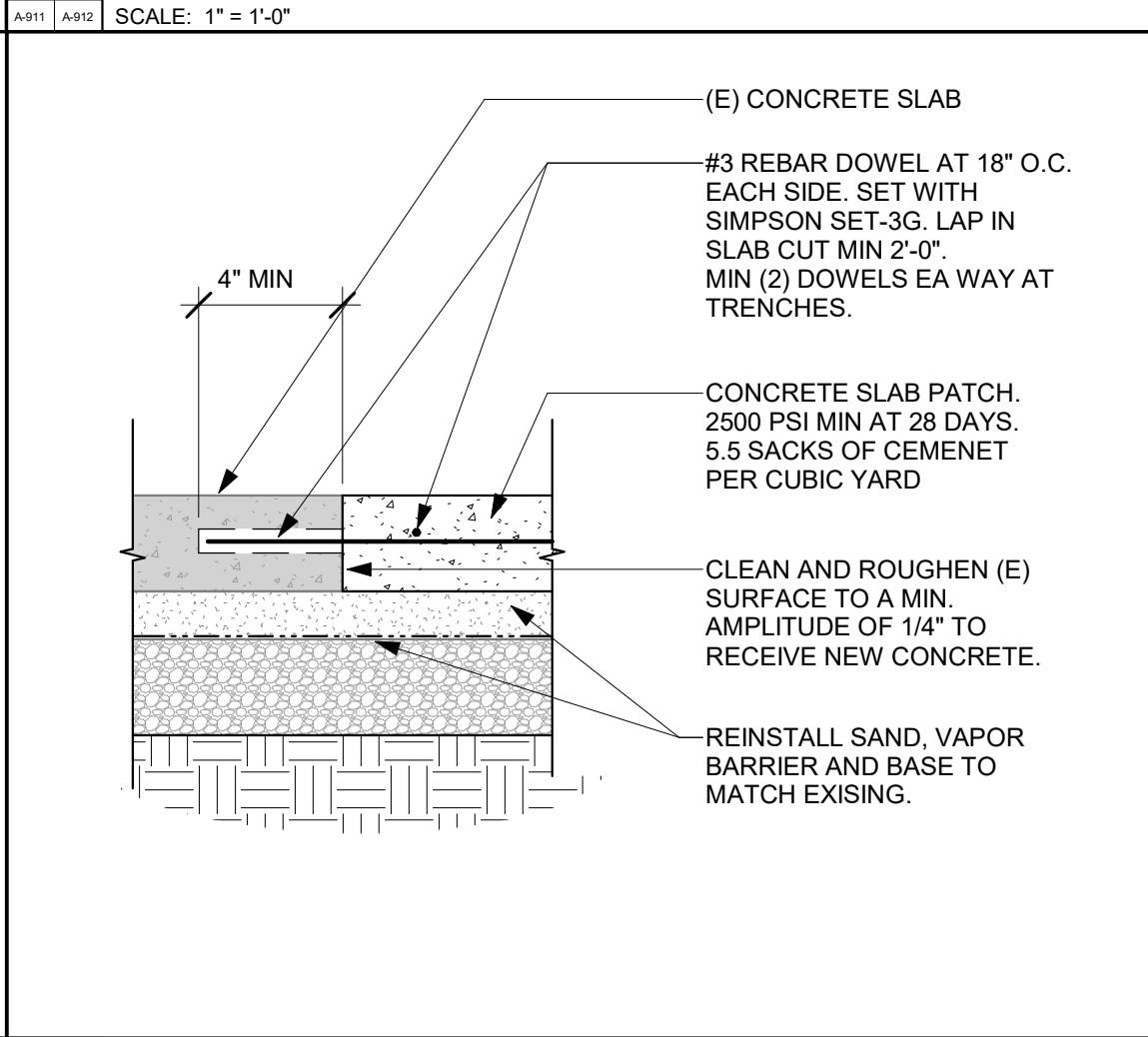
USE: #10 WOOD SCREW MIN. TO ATTACH ACCESSORIES TO BLOCKING, U.O.N.
FOR: MIRRORS, FLAT SIGNS, TACKBOARDS, CHALKBOARDS, MARKER BOARDS, BULLETIN BOARDS, FRAMED ARTWORK.

NOTES:
1. DO NOT CUT OR NOTCH STUDS TO INSTALL BLOCKING
2. VERIFY LENGTH, HEIGHT, QUANTITY, AND LOCATION FOR BLOCKING WITH ARCHITECTURAL DETAILS AND ACCESSORY MANUFACTURER
3. EXTEND BLOCKING TO FIRST STUD PAST END OF ACCESSORY
4. REFER TO STRUCTURAL DETAILS FOR MINIMUM LOAD LIMITS ON BLOCKING

43 TYP. 4X BLOCKING



44 TYP. 4X BLOCKING



45 TYP. 4X BLOCKING



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FIRE STATION NO. 1 KITCHEN RENOVATION
1635 Broadway Ave, Seaside, CA 93955
ARCHITECTURAL DETAILS - INTERIOR

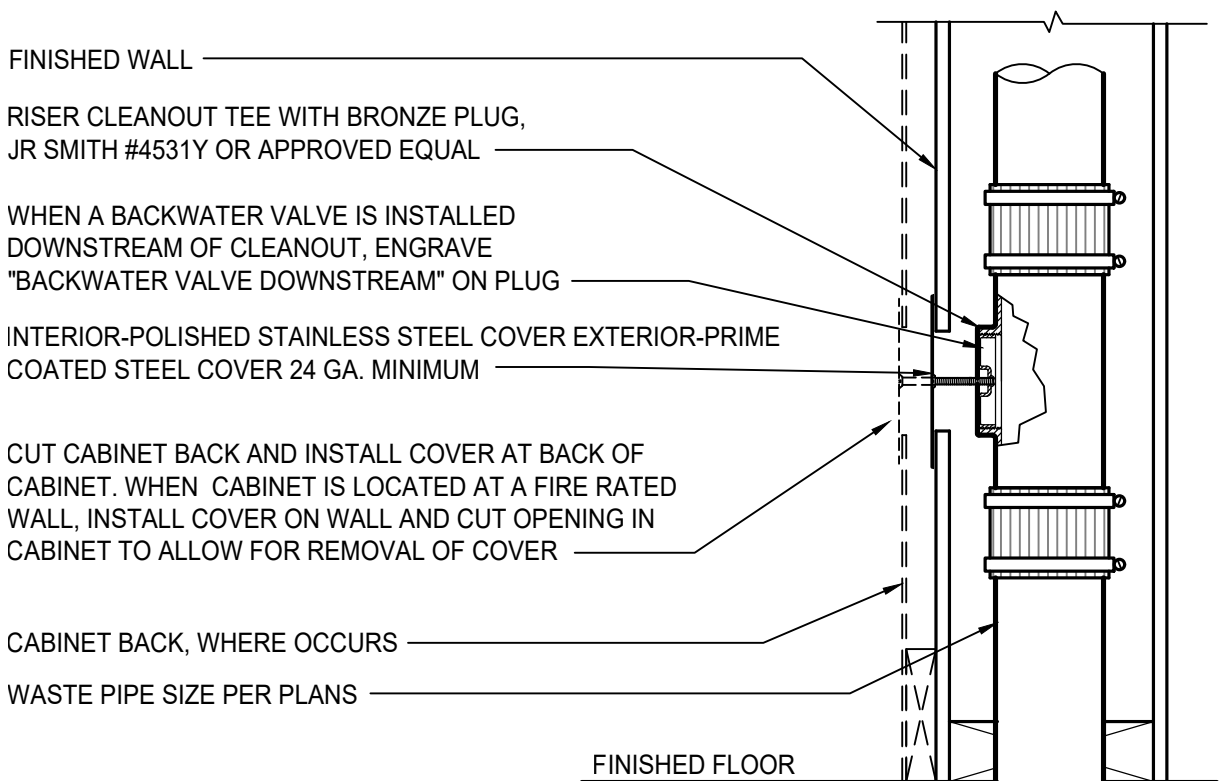
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10.02.2024	
PROJECT NUMBER	
SHEET	

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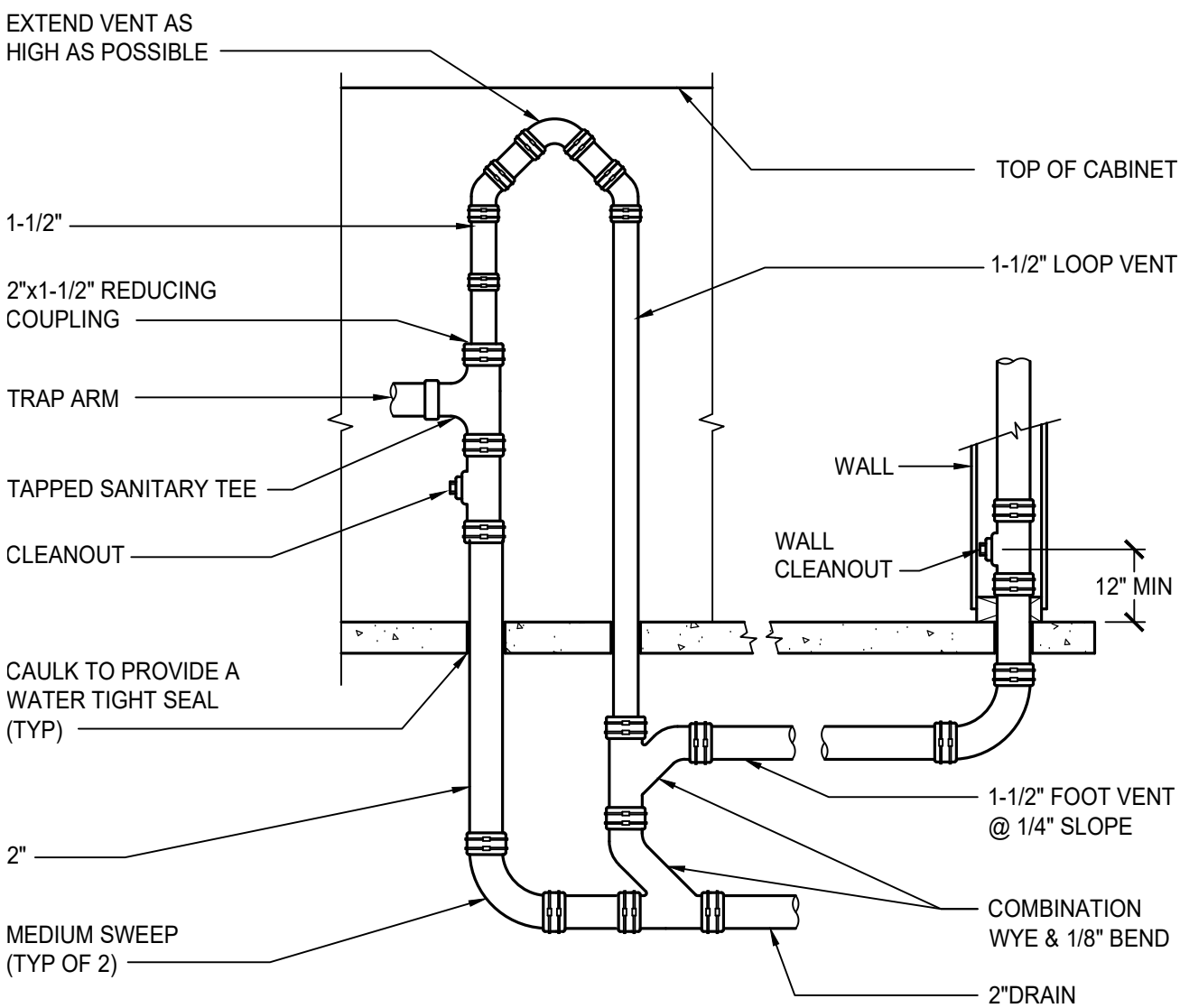
C:\Users\randy\cappdata\localtemp\AcPublish_17128\Seaside FS1 Plumbing_Lead.dwg randy:c Apr 12, 2024 5:07pm

COMMERCIAL PLUMBING FIXTURE SCHEDULE							
TAG	FIXTURE	BRANCH SIZE					REMARKS
		W	V	CW	HW	ELECTRICAL	
BS-1	BAR SINK	2"	1-1/2"	1/2"	1/2"	NA	BOWL INTEGRAL TO COUNTERTOP. CHICAGO FAUCET #2302-E35ABCP. 1.5 GPM. W/ GRID STRAINER, STOPS, SUPPLIES AND C.P. BRASS "P" TRAP.
FD-1	FLOOR DRAIN	2"	1-1/2"	NA	NA	NA	FLUSH. WATTS #FD-100, WITH FD-FUNNELS #FG-1, 6-1/4"Ø FUNNEL, EPOXY COATED CAST IRON.
GOB-1	GAS OUTLET BOX	NA	NA	NA	NA	NA	RECESSED, OATEY #37567, 8-1/4"x8-1/4"x3-3/8" PLASTIC BOX W/BRASS VALVE
IMS-1	ICE MAKER SUPPLY	NA	NA	1/2"	NA	NA	OATEY #37385, 6"x6"x3-3/8" RECESSED IN WALL PLASTIC BOX W/BRASS VALVE, FIRE RATED. PROVIDED WITH WATER HAMMER ARRESTORS.
KS-1	KITCHEN SINK	2"	1-1/2"	3/4"	3/4"	NA	COUNTER MOUNT, JUST #DL-2133-A-GR, 21"x33"x6-1/2" 18 GA. STAINLESS DOUBLE BOWL. T&S BRASS FAUCET #S-2770, 1.5 GPM. PROVIDE STRAINER, STOPS, SUPPLIES, AND C.P. BRASS "P" TRAP.
1. FLOW RATES GIVEN ARE THE MAXIMUM RATES PER THE CALGREEN CODE. BRANCH SIZES GIVEN ARE THE MINIMUM REQUIRED PIPE SIZES UNLESS NOTED OTHERWISE.							



CLEANOUTS: CPC TABLE 707.1		
PIPE SIZE	CLEANOUT SIZE	THREADS (PER INCH)
1-1/2" - 2"	1-1/2"	11-1/2
2-1/2" - 3"	2-1/2"	8
4" & LARGER	3-1/2"	8

1 WALL CLEANOUT



2 ISLAND VENT

PLUMBING LEGEND		
SYMBOL	ABBREVIATION	DESCRIPTION
		BALL VALVE
		SHUT OFF VALVE IN PIPE DROP OR PIPE RISER
		PIPE DOWN
		PIPE UP
		PIPE TEE DOWN
		PIPE INTERSECTION
	POC OR POD	POINT OF CONNECTION OR POINT OF DISCONNECT
	WM	WATER METER
	WCO	WALL CLEANOUT
	CW	COLD WATER
	G	GAS (NATURAL)
	HW	HOT WATER
	V	SANITARY VENT
	S/W	WASTE (BELOW GRADE)
	S/W	EXISTING WASTE

PLUMBING ABBREVIATIONS			
ABV	ABOVE	HD	HEAD
ADA	AMERICANS WITH DISABILITIES ACT	HP	HORSE POWER
AFF	ABOVE FINISHED FLOOR	HZ	HERTZ
AG	ABOVE GRADE	IE	INVERT ELEVATION
AHJ	AUTHORITY HAVING JURISDICTION	IWC	INCHES OF WATER COLUMN
ALUM	ALUMINUM	KW	KILOWATTS
AMB	AMBIENT	LAV	LAVATORY
AMP	AMPERAGE	LBS	POUNDS
ARCH	ARCHITECT, ARCHITECTURAL	LWT	LEAVING WATER TEMPERATURE
BEL	BELOW	MAX	MAXIMUM
BF	BELOW FLOOR	MBH	1000 BRITISH THERMAL UNITS PER HOUR
BG	BELOW GRADE	MCA	MINIMUM CIRCUIT AMPS
BFP	BACKFLOW PREVENTOR	MECH	MECHANICAL
BLDG	BUILDING	MGR	MANUFACTURE OR MANUFACTURER
BOD	BASIS OF DESIGN	MIN	MINIMUM
BTUH	BRITISH THERMAL UNIT PER HOUR	MU	MAKE-UP
CA	COMBUSTION AIR	(N)	NEW
CD	CONDENSATE DRAIN	NOM	NOMINAL
CFH	CUBIC FEET PER HOUR	NPS	NOMINAL PIPE SIZE
CONN	CONNECTION	NTS	NOT TO SCALE
CONT	CONTINUATION	OPT	OPERATING
CI	CAST IRON	OSHPD	OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT
CP	CHROME PLATED	PD	PRESSURE DROP
DFU	DRAINAGE FIXTURE UNITS	PH	PHASE
DN	DOWN	PSI	POUNDS PER SQUARE INCH
DSA	DIVISION OF THE STATE ARCHITECT	PW	PROCESS WASTE
(E)	EXISTING	RM	ROOM
EC	EVAPORATIVE COOLER	RPM	REVOLUTIONS PER MINUTE
EFF	EFFICIENCY	SDL	STORM DRAIN LEADER
ELEC	ELECTRICAL	SDO	STORM DRAIN OVERFLOW
EQPT	EQUIPMENT	SHT	SHEET
EWT	ENTERING WATER TEMPERATURE	SOV	SHUT OFF VALVE
FA	FROM ABOVE	SS	STAINLESS STEEL
FC	FLEXIBLE CONNECTION	TEMP	TEMPORARY, TEMPERATURE
FLA	FULL LOAD AMPS	TYP	TYPICAL
FLR	FLOOR	UON	UNLESS OTHERWISE NOTED
FPS	FEET PER SECOND	UTR	UP TO OR UP THROUGH ROOF
FR	FROM	V	VENT
FT	FLUSH TANK	VAC	VACUUM
FV	FLUSH VALVE	VTR	VENT THROUGH ROOF
GA	GAGE OR GAUGE	WC	WATER CLOSET
GALV	GALVANIZED	W	WASTE
GPC	GALLONS PER CYCLE	W/	WITH
GPF	GALLONS PER FLUSH	W/O	WITHOUT
GPM	GALLONS PER MINUTE	WSFU	WATER SUPPLY FIXTURE UNIT
GYP	GYP SUM	WT	WEIGHT EXPRESSED IN POUNDS
GW	GREASE WASTE		

PLUMBING GENERAL NOTES

- COMPLY WITH THE REQUIREMENTS OF THE FOLLOWING CODES:
2022 CALIFORNIA ADMINISTRATIVE CODE (CAC); PART 1, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR)
2022 CALIFORNIA BUILDING CODE (CBC); PART 2, TITLE 24 CCR
2022 CALIFORNIA ELECTRICAL CODE (CEC); PART 3, TITLE 24 CCR
2022 CALIFORNIA MECHANICAL CODE (CMC); PART 4, TITLE 24 CCR
2022 CALIFORNIA PLUMBING CODE (CPC); PART 5, TITLE 24 CCR
2022 CALIFORNIA ENERGY CODE (CEC); PART 6, TITLE 24 CCR
2022 CALIFORNIA FIRE CODE (CFC); PART 9, TITLE 24 CCR
2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CAL GREEN); PART 11, TITLE 24 CCR
- REPORT DEFICIENCIES WITHIN THIRTY (30) DAYS UPON AUTHORIZATION TO PROCEED.
- NO PLUMBING SHALL BE INSTALLED UNTIL ALL REQUIRED PLUMBING PLAN CHECK PERMITS AND APPROVALS HAVE BEEN OBTAINED FROM ALL REQUIRED AGENCIES.
- LAVATORY FAUCETS, SINK FAUCETS (NOT INCLUDING SERVICE SINK FAUCETS OR FAUCETS DESIGNATED AS INSTITUTIONAL) SHALL MEET THE FLOW REQUIREMENTS OUTLINED IN THE APPLIANCE EFFICIENCY STANDARDS.
- COORDINATE WITH THE ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF PLUMBING FIXTURES AND DRAINS.
- PROVIDE ALL TAILPIECES, TRAPS, STOPS, AND SUPPLY PIPES TO LAVATORIES DESIGNED AS ACCESSIBLE, WITH PREFORMED INSULATION JACKET.
- COORDINATE AND SCHEDULE TIMING FOR ALL UTILITY SERVICE CONNECTIONS.
- ALL LINES BELOW SLAB ON GRADE TO BE LOCATED AWAY FROM ALL LOAD BEARING FOOTINGS.
- ALL VENTS THRU ROOF SHALL BE MINIMUM OF 36 INCHES ABOVE AND MECHANICAL VENTILATION AIR INTAKE WITHIN 10 FEET. PROVIDE VANDAL PROOF HOODS ON ALL VENTS THROUGH ROOF.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING OF WALLS, ROOFS, FOOTINGS, FLOORS, INCLUDING ALL SAW CUTTING AND CORE DRILLING. COORDINATE ALL SAW CUTTING AND CORE DRILLING WITH STRUCTURAL DRAWINGS. ANY CUTTING AND DRILLING REQUIRED OF STRUCTURAL ELEMENTS THAT IS NOT SPECIFICALLY SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ARCHITECTS ATTENTION PRIOR TO CUTTING AND DRILLING. CONTRACTOR SHALL SUBMIT PROPOSED LOCATION AND SIZES OF SUCH CUTTING AND DRILLING FOR THE ARCHITECTS AND STRUCTURAL ENGINEERS APPROVAL.
- COORDINATE ALL EQUIPMENT LOCATIONS, PIPE PENETRATIONS AND EQUIPMENT PAD LOCATIONS WITH STRUCTURAL DRAWING PRIOR TO WORK.
- COORDINATE INSTALLATION OF ALL EQUIPMENT AND PIPING WITH OTHER TRADES PRIOR TO INSULATION. ENSURE THAT ALL CONTROL DEVICES, SHUT-OFF VALVES, ETC. ARE ACCESSIBLE FOR MAINTENANCE. WHERE ACCESS PANELS IN FINISHED SPACES, OTHER THAN THAT SHOWN, CONTRACTOR SHALL PROVIDE AND COORDINATE EXACT LOCATION OF PANELS WITH ARCHITECT PRIOR TO INSTALLATION.
- ANY STRUCTURAL FIREPROOFING DAMAGED DURING INSTALLATION OF PLUMBING EQUIPMENT, PIPING, ETC. SHALL BE REPAIRED AT NO COST TO THE OWNER. REPAIRS SHALL BE AS DIRECTED BY THE ARCHITECT.
- ALL PIPING PASSING THROUGH CONCRETE/MASONRY WALLS AND FLOORS ARE TO BE SLEEVED.
- NEW OR REPAIRED POTABLE WATER SYSTEMS SHALL BE DISINFECTED PRIOR TO USE PER 2022 CPC 609.10. THE METHOD TO BE FOLLOWED SHALL BE THAT PRESCRIBED BY THE HEALTH AUTHORITY OR, IN CASE NO METHOD IS PRESCRIBED BY IT, THE FOLLOWING:
A) THE PIPE SYSTEM SHALL BE FLUSHED WITH CLEAN, POTABLE WATER UNTIL POTABLE WATER APPEARS AT THE POINTS OF OUTLET.
B) THE SYSTEM OR PARTS THEREOF SHALL BE FILLED WITH A WATER-CHLORINE SOLUTION CONTAINING NOT LESS THAN 50 PARTS PER MILLION OF CHLORINE, AND THE SYSTEM OR PART THEREOF SHALL BE VALVED-OFF AND ALLOWED TO STAND FOR 24 HOURS; OR, THE SYSTEM OF PART THEREOF SHALL BE FILLED WITH A WATER-CHLORINE SOLUTION CONTAINING NOT LESS THAN 200 PARTS PER MILLION OF CHLORINE AND ALLOWED TO STAND FOR 3 HOURS.
- FOLLOWING THE ALLOWED STANDING TIME, THE SYSTEM SHALL BE FLUSHED WITH CLEAN, POTABLE WATER UNTIL THE CHLORINE RESIDUAL IN THE WATER COMING FROM THE SYSTEM DOES NOT EXCEED THE CHLORINE RESIDUAL IN THE FLUSHING WATER.
- THE PROCEDURE SHALL BE REPEATED WHERE IT IS SHOWN BY BACTERIOLOGICAL EXAMINATION MADE BY AN APPROVED AGENCY THAT CONTAMINATION PERSISTS IN THE SYSTEM.

PLUMBING TITLE 24 NOTES

- PROVIDE WATER HEATERS CERTIFIED IN COMPLIANCE WITH CALIFORNIA ENERGY APPLIANCE EFFICIENCY STANDARDS.
- PROVIDE DOMESTIC HOT WATER PIPING INSULATION IN ACCORDANCE WITH THE CALIFORNIA ENERGY EFFICIENCY STANDARDS.

PLUMBING CAL GREEN NOTES

- LAVATORY FAUCETS IN PUBLIC USE RESTROOMS (NOT INCLUDING SLEEPING ROOM UNITS) SHALL BE THE SELF CLOSING TYPE.
- LAVATORY FAUCETS: 0.5 GPM MAX.
- LAVATORY FAUCETS; METERED: 0.2 GPC MAX.
- TOILETS: ULTRA LOW FLUSH TYPE (1.28 GPF MAX).
- WALL MOUNTED URINALS SHALL NOT EXCEED 0.125 GPF.
- SHOWERHEADS SHALL NOT EXCEED 1.5 GPM.

PROJECT TEAM LIST

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SHEET INDEX

SHEET NUMBER	SHEET TITLE
P-000	PLUMBING GENERAL
P-101	DEMOLITION PLUMBING FLOOR PLANS
P-102	PLUMBING FLOOR PLANS



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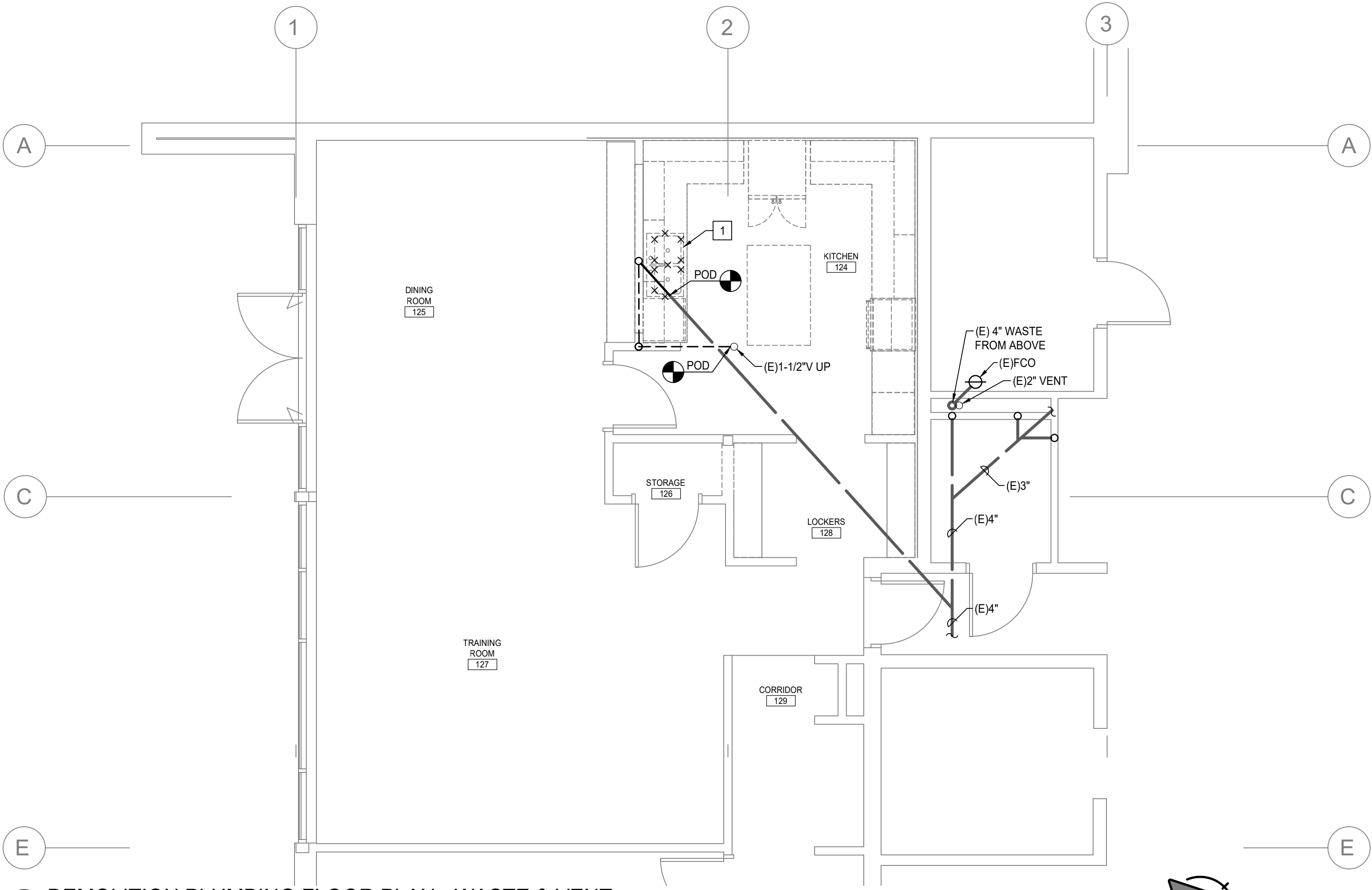
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FIRE STATION NO. 1 KITCHEN RENNOVATION
1635 Broadway Ave, Seaside, CA 93955
PLUMBING GENERAL

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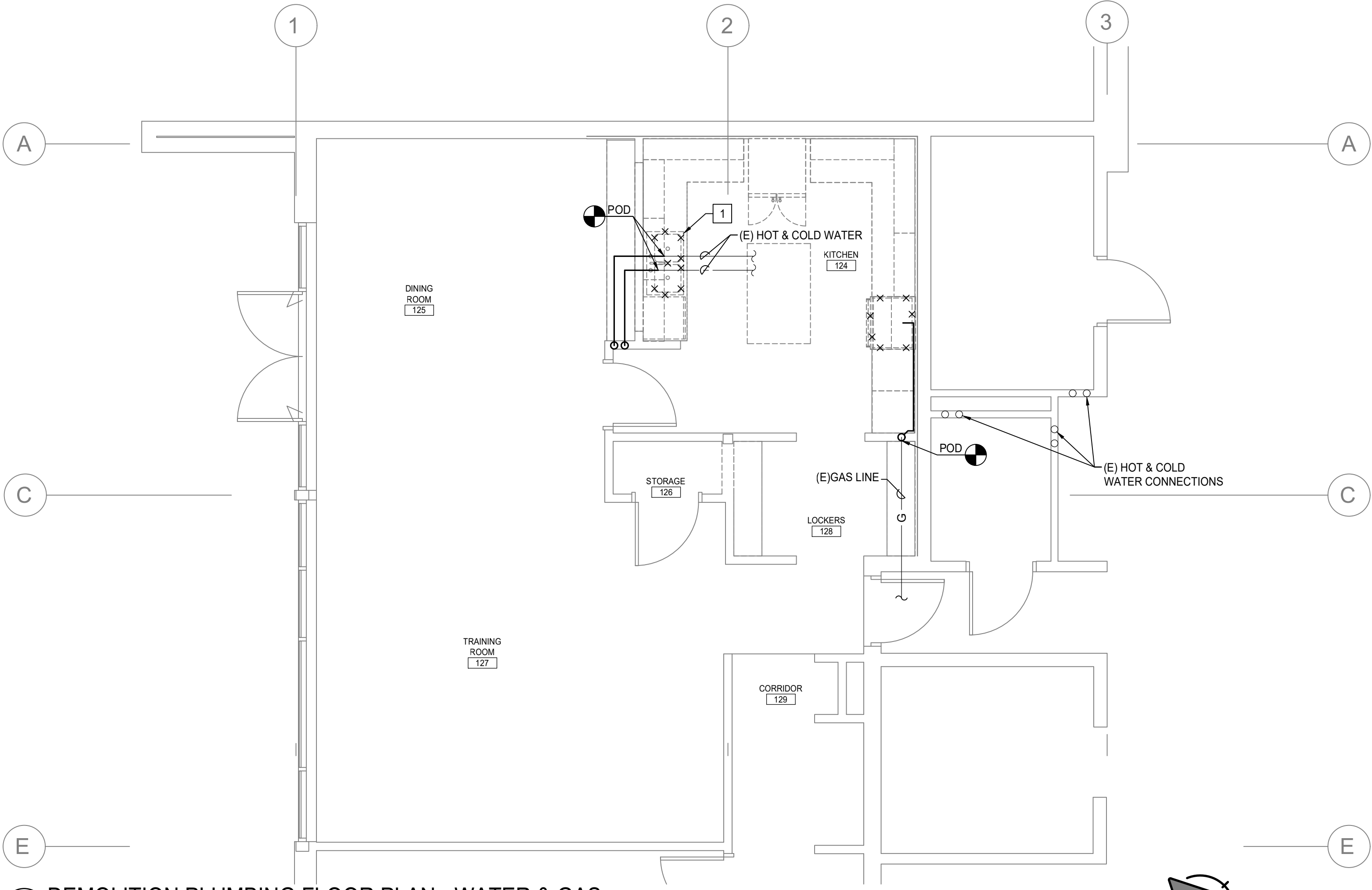
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SHEET
P-000



1 DEMOLITION PLUMBING FLOOR PLAN - WASTE & VENT

SCALE: 1/4" = 1'-0"



2 DEMOLITION PLUMBING FLOOR PLAN - WATER & GAS

SCALE: 1/4" = 1'-0"

DEMOLITION KEY NOTES	
APPLICABLE TO THIS SHEET ONLY	
1	REMOVE FIXTURE, STOPS, SUPPLIES, AND ASSOCIATED PIPING.
GENERAL NOTES	
APPLICABLE TO THIS SHEET ONLY	
1	ALL EXISTING PIPING SHOWN HAS BEEN COLLECTED FROM BEST AVAILABLE SOURCES. ACCURACY AND LOCATIONS OF PIPING, DUCTING AND EQUIPMENT MAY NOT BE PRECISE.

DEMOLITION PLAN STATEMENT

THIS DEMOLITION PLAN WAS PREPARED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER DOES NOT REPRESENT THAT ALL ITEMS WHICH MAY REQUIRE DEMOLITION HAVE BEEN SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CAREFULLY EXAMINE THE SITE AND THE CONTRACT DOCUMENTS AND TO PERFORM ALL DEMOLITION AND RECONSTRUCTION WHICH MAY BE REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK. DISPOSE OF ALL EQUIPMENT PER THE OWNER'S DIRECTION WHILE COMPLYING WITH ALL LOCAL CODES AND ORDINANCES.

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DEMOLITION PLUMBING FLOOR PLANS

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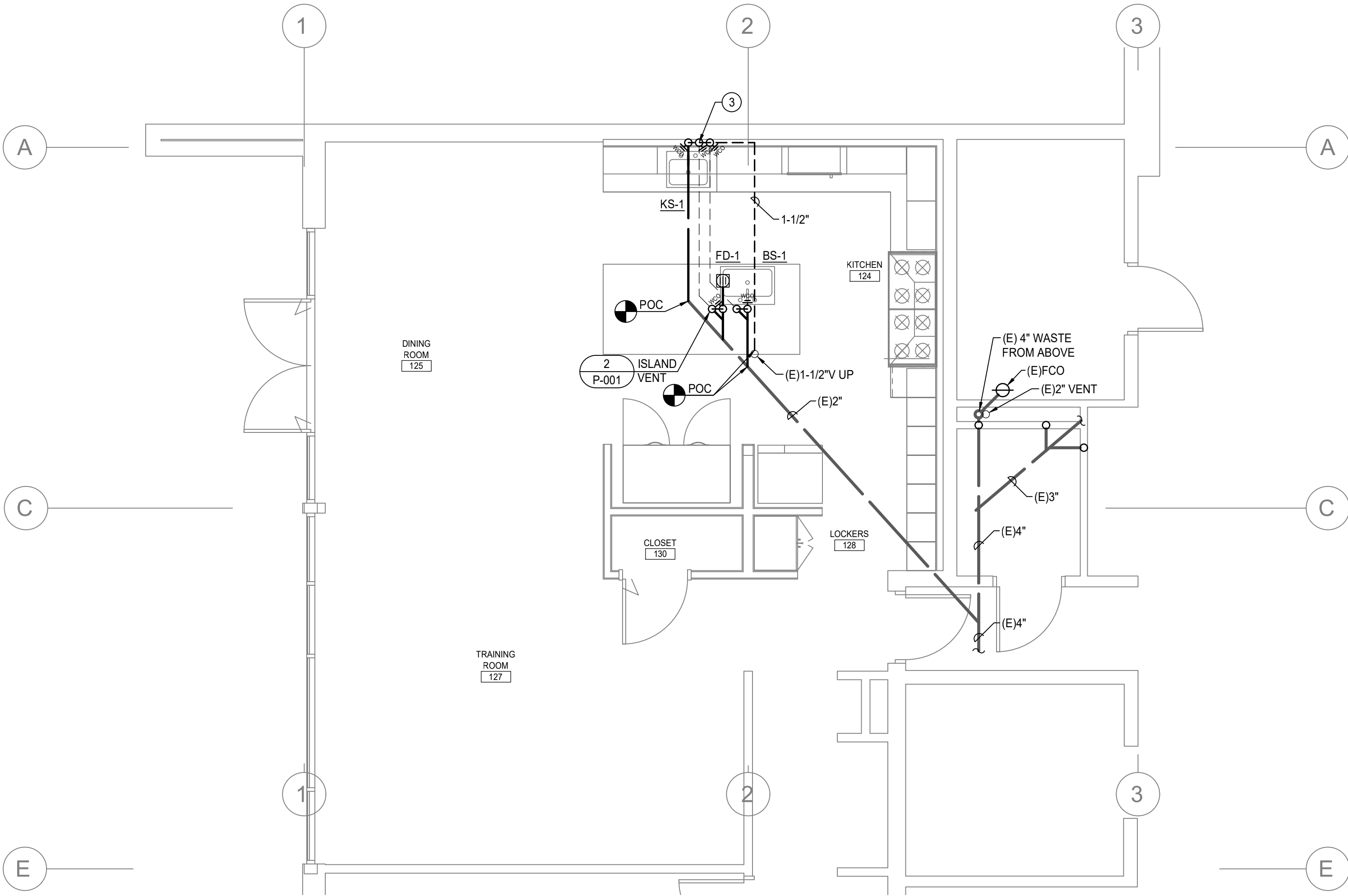
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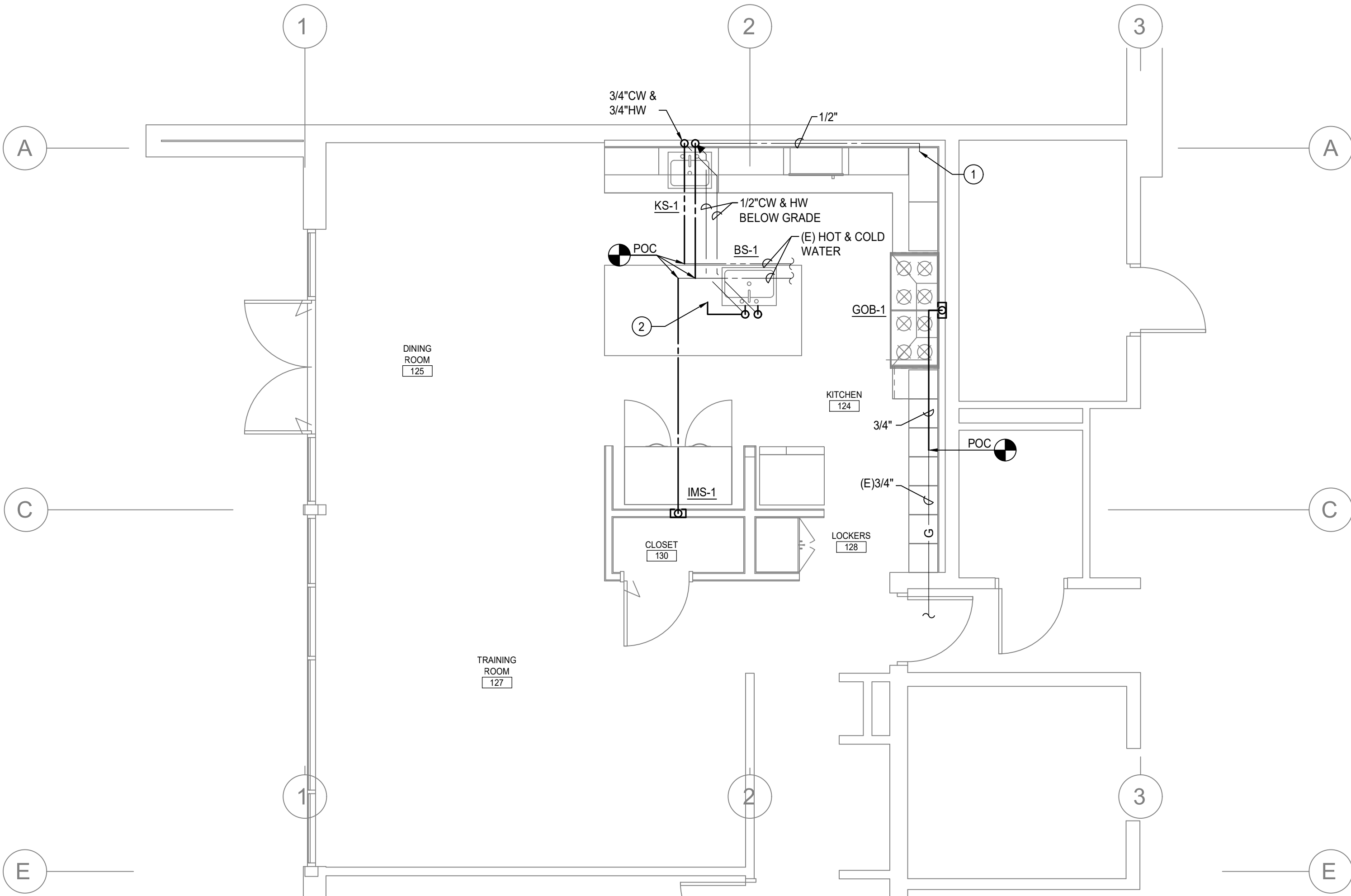
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1 PLUMBING FLOOR PLAN - WASTE & VENT



2 PLUMBING FLOOR PLAN - WATER & GAS

KEY NOTES	
APPLICABLE TO THIS SHEET ONLY	
1	PROVIDE AN UNDER COUNTER RO SYSTEM, WATTS #PWROK4, 4 STAGE WITH 3 GALLON BLADDER
2	1/4" CW CONNECTION TO ICE MACHINE.
3	CONNECT VENTING MINIMUM 6" ABOVE FLOOD RIM ELEVATION OF FIXTURE SERVED.
PLUMBING GENERAL NOTES	
APPLICABLE TO THIS SHEET ONLY	
1	SEE PLUMBING FIXTURE SCHEDULE FOR BRANCH PIPE SIZING.
2	PROVIDE ANGLE STOPS FOR ALL PLUMBING FIXTURE BRANCH PIPING LINES.
3	SLOPE SANITARY WASTE PIPING MIN 2% IN DIRECTION OF FLOW.
4	SLOPE VENT PIPING UP TOWARDS VTR MIN 1%.
5	PROVIDE CLEANOUTS IN ALL LOCATIONS SHOWN. COORDINATE ALL WALL CLEANOUTS WITH PLUMBING FIXTURES, CASEWORK, AND ARCHITECTURAL ELEVATIONS. SEE DETAIL 1/P-000 FOR SIZING AND CLEARANCES REQUIRED.
6	COORDINATE PIPE ROUTING WITH LOCATION OF ELECTRICAL AND DATA PANELS. PIPING SHALL NOT BE ROUTED ABOVE THE PANELS.
7	ALL EXISTING PIPING SHOWN HAS BEEN COLLECTED FROM BEST AVAILABLE SOURCES. CONTRACTOR SHALL REVIEW PLANS AND EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK. AS ACCURACY AND LOCATIONS OF PIPING AND EQUIPMENT MAY NOT BE PRECISE.

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PLUMBING FLOOR PLANS

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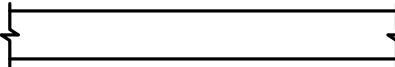
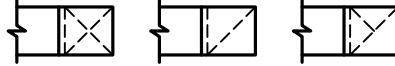
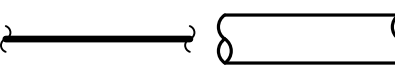
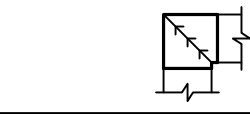
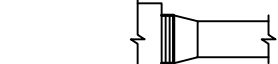
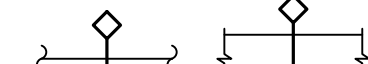
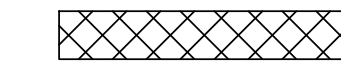
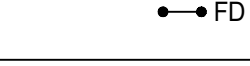
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MECHANICAL ABBREVIATIONS			
AC	AIR CONDITION, AIR CONDITIONING, AIR CONDITIONED	HP	HORSE POWER
ABV	ABOVE	HVI	HOME VENTILATING INSTITUTE
AFF	ABOVE FINISHED FLOOR	HZ	HERTZ
AFUE	ANNUAL FUEL UTILIZATION EFFICIENCY	IDU	INDOOR UNIT
AHJ	AUTHORITY HAVING JURISDICTION	IWC	INCHES OF WATER COLUMN
AHU	AIR HANDLING UNIT	KW	KILOWATT
ALUM	ALUMINUM	LBS	POUNDS
AMCA	AIR MOVEMENT AND CONTROL ASSOCIATION	LWT	LEAVING WATER TEMPERATURE
AMB	AMBIENT	MBH	1000 BRITISH THERMAL UNITS PER HOUR
AP	ACCESS PANEL	MCA	MINIMUM CIRCUIT AMPS
ARCH	ARCHITECT, ARCHITECTURAL	MFGR	MANUFACTURE OR MANUFACTURER
ARI	AMERICAN REFRIGERATION INSTITUTE	MIN	MINIMUM
ASHRAE	AMERICAN SOCIETY OF HEATING, REFRIGERATION, AND AIR CONDITIONING ENGINEERS	MUA	MAKE-UP AIR
		(N)	NEW
BDD	BACK DRAFT DAMPER	NL	NOT LISTED
BOD	BASIS OF DESIGN	NOM	NOMINAL
BEL	BELOW	NTS	NOT TO SCALE
BHP	BREAK HORSE POWER	OA	OUTSIDE AIR
BLDG	BUILDING	OAI	OUTSIDE AIR INTAKE
BTUH	BRITISH THERMAL UNIT PER HOUR	OBD	OPPOSED BLADE DAMPER
CA	COMBUSTION AIR	ODU	OUTDOOR UNIT
CD	CONDENSATE DRAIN	OSHPD	OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT
CFD	CEILING FIRE DAMPER	PD	PRESSURE DROP
CFM	CUBIC FEET PER MINUTE	PSI	POUNDS PER SQUARE INCH
CONT	CONTINUATION	RA	RETURN AIR
CSD	CEILING SMOKE DAMPER	REFRIG	REFRIGERANT, REFRIGERATION
DB	DRY BULB TEMPERATURE	RM	ROOM
DN	DOWN	RPM	REVOLUTIONS PER MINUTE
DSA	DIVISION OF THE STATE ARCHITECT	SA	SUPPLY AIR
DTR	DOWN THROUGH ROOF	SEER	SEASONAL ENERGY EFFICIENCY RATION
(E)	EXISTING	SHT	SHEET
EA	EXHAUST AIR	SMACNA	SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION
EC	EVAPORATIVE COOLER	SOV	SHUT OFF VALVE
EDB	ENTERING DRY BULB TEMPERATURE	SP	STATIC PRESSURE
EER	ENERGY EFFICIENCY RATIO	SS	STAINLESS STEEL
EFF	EFFICIENCY	SSE	STEADY STATE EFFICIENCY
ELEC	ELECTRICAL	SST	SATURATED SUCTION TEMPERATURE
ESP	EXTERNAL STATIC PRESSURE	TEMP	TEMPORARY, TEMPERATURE
EWB	ENTERING WET BULB	TSP	TOTAL STATIC PRESSURE
EWT	ENTERING WATER TEMPERATURE	TYP	TYPICAL
FA	FROM ABOVE	TXV	THERMAL EXPANSION VALVE
FC	FLEXIBLE CONNECTION	UON	UNLESS OTHERWISE NOTED
FD	FIRE DAMPER	UTR	UP TO OR UP THROUGH ROOF
FLA	FULL LOAD AMPS	VD	VOLUME DAMPER
FPM	FEET PER MINUTE	VEX	VEHICLE EXHAUST SYSTEM
FSC	FAN SPEED CONTROLLER	VRF	VARIABLE REFRIGERANT VOLUME
FSD	FIRE/SMOKE DAMPER	WB	WET BULB TEMPERATURE
GA	GAGE, GAUGE	WC	WATER COLUMN
GALV	GALVANIZED	WG	WATER GAUGE
GPM	GALLONS PER MINUTE	WT	WEIGHT EXPRESSED IN POUNDS
GYP	GYPSUM		
HD	HEAD		

MECHANICAL TITLE 24 NOTES	
1	HVAC EQUIPMENT AND APPLIANCES SHALL MEET THE LATEST REQUIREMENTS OF THE CA ENERGY EFFICIENCY STANDARDS.
2	HVAC SYSTEMS SHALL MEET THE LATEST CONTROL REQUIREMENTS OF THE CA ENERGY EFFICIENCY STANDARDS.
3	DOORS AND WINDOWS SHALL MEET MINIMUM INFILTRATION REQUIREMENTS OF THE CA ENERGY EFFICIENCY STANDARDS.
4	ALL WORK SHALL BE IN ACCORDANCE WITH CITY CODES, CALIFORNIA ENERGY CONSERVATION STANDARDS, TITLE - 24, AND ALL OTHER APPLICABLE CODES.
5	ALL PIPING AND DUCTWORK SHALL BE INSULATED CONSISTENT WITH THE LATEST REQUIREMENTS OF THE CA ENERGY EFFICIENCY STANDARDS.

MECHANICAL CAL GREEN NOTES	
1	HVAC AND EXHAUST SYSTEMS SHALL BE TESTED AND BALANCED ACCORDING TO THE PERMIT PLANS. A FINAL TEST REPORT, SIGNED BY THE TAB AGENT, SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW PRIOR TO OCCUPANCY.
2	COVER ALL DUCT AND HVAC OPENINGS DURING STORAGE AND CONSTRUCTION UNTIL FINAL STARTUP OF EQUIPMENT.
3	REPLACE FILTERS WITH MINIMUM MERV 13 AFTER COMPLETION OF CONSTRUCTION AND PRIOR TO OCCUPANCY.
4	OUTSIDE AIR QUANTITIES SHALL BE VERIFIED DURING TAB TO MEET VALUES SHOWN IN THE TITLE 24 NOTES REFERENCED ABOVE.
5	THE VENTILATION RATES LISTED IN THE MECHANICAL SCHEDULES COMPLY WITH THE REQUIREMENTS OF 2022 CMC CHAPTER 4.
6	THE HVAC, REFRIGERATION AND FIRE SUPPRESSION SYSTEMS SHALL NOT CONTAIN ANY CHLOROFLUOROCARBONS (CFCs) OR HALONS.

MECHANICAL LEGEND		
SYMBOL	ABBREVIATION	DESCRIPTION
Ø	DIA	DIAMETER
☒		CEILING MOUNTED SUPPLY OR OUTSIDE AIR DIFFUSER
☒		CEILING MOUNTED EXHAUST AIR GRILLE
▬		SIDEWALL MOUNTED SUPPLY AIR DIFFUSER, RETURN AIR GRILLE, LOUVER
	24X12, 24X12 FO	RECTANGULAR, FLAT OVAL DUCT
		RECTANGULAR SUPPLY / OA, RETURN, EXHAUST / RELIEF DUCT TURNING DOWN
	12Ø	ROUND DUCT
		ROUND DUCT TURNING DOWN, ROUND DUCT TURNING UP
		90° ELBOW WITH TURNING VAINS
		FLEXIBLE DUCT 60" MAX LENGTH
	FC	FLEXIBLE CONNECTION
	CVD	CABLE OPERATED VOLUME DAMPER
		ACCESS CLEARANCE
	FD	FIRE DAMPER
		WALL CAP
	POC OR POD	POINT OF CONNECTION, POINT OF DISCONNECTION
-----		ITEMS RELATED TO THE MECHANICAL SYSTEM TO BE REMOVED

MECHANICAL GENERAL NOTES	
1	COMPLY WITH THE REQUIREMENTS OF THE FOLLOWING CODES: 2022 CALIFORNIA ADMINISTRATIVE CODE (CAC); PART 1, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR) 2022 CALIFORNIA BUILDING CODE (CBC); PART 2, TITLE 24 CCR 2022 CALIFORNIA ELECTRICAL CODE (CEC); PART 3, TITLE 24 CCR 2022 CALIFORNIA MECHANICAL CODE (CMC); PART 4, TITLE 24 CCR 2022 CALIFORNIA PLUMBING CODE (CPC); PART 5, TITLE 24 CCR 2022 CALIFORNIA ENERGY CODE (CENC); PART 6, TITLE 24 CCR 2022 CALIFORNIA FIRE CODE (CFC); PART 9, TITLE 24 CCR 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CAL GREEN); PART 11, TITLE 24 CCR REPORT DEFICIENCIES WITHIN THIRTY (30) DAYS UPON AUTHORIZATION TO PROCEED. 2 THESE DRAWINGS ARE A GENERAL GRAPHIC PRESENTATION OF THE WORK. DUCTWORK, PIPING, AND EQUIPMENT, AS SHOWN, ARE SCHEMATIC. FABRICATE AND INSTALL BASED ON ACTUAL FIELD MEASUREMENT. COORDINATE WITH OTHER TRADES. ADHERE TO LOCATIONS AS CLOSELY AS POSSIBLE. VARY RUNS OR SHAPE OF DUCTWORK AS REQUIRED TO MEET STRUCTURAL AND OTHER INTERFERENCES AS REQUIRED BY THE ARCHITECT. PROVIDE A COMPLETE SET OF SHOP DRAWINGS REFLECTING ACTUAL DIMENSIONS, ACCESS REQUIREMENTS, AND DETAILS BASED UPON THE ACTUAL EQUIPMENT PROCURED. MAINTAIN AN UP TO DATE SET OF AS-BUILT DRAWINGS AT THE JOB SITE. 3 THE MECHANICAL CONTRACTOR SHALL COORDINATE ALL ITEMS RELATED TO MECHANICAL SYSTEMS WITH THE WORK OF OTHER TRADES BEFORE PROCEEDING WITH PROCURING OR FABRICATION OF EQUIPMENT, DUCTWORK, PIPING ETC. ITEMS TO BE COORDINATED SHALL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING: GRILLES, REGISTERS AND DIFFUSERS SHALL BE COORDINATED WITH THE REFLECTED CEILING PLAN. DUCTWORK LOCATIONS AND POTENTIAL INTERFERENCES WITH STRUCTURAL MEMBERS, FRAMING, FIRE SPRINKLER LINES, PLUMBING WASTE LINES, CABLE TRAYS AND CONDUIT. OPENINGS REQUIRED IN WALLS, FLOORS OR CEILINGS SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR AND/OR FRAMING CONTRACTOR PRIOR TO THE START OF CONSTRUCTION TO AVOID REWORK. ANY REWORK REQUIRED SHALL BE AT NO ADDITIONAL COST TO THE OWNER. ACCESS TO VOLUME DAMPERS FOR BALANCING. ACCESS TO ALL EQUIPMENT, AS WELL AS PLATFORM AND CURB LOCATIONS. CONSTRUCTION OF PLATFORMS AND SHAPED RUNNERS OR OTHER MEANS TO MOUNT CURBS LEVEL. ALL PLATFORMS AND CURBS SHALL BE LEVEL UNLESS OTHERWISE NOTED OR DETAILED ON THE MECHANICAL PLANS. 4 REVIEW ALL DRAWINGS AND SPECIFICATIONS INCLUDING ARCHITECTURAL, STRUCTURAL, CIVIL, MECHANICAL, PLUMBING, AND ELECTRICAL. ANY QUESTIONS SHALL BE BROUGHT UP, IN WRITING, TO THE ATTENTION OF THE ENGINEER BEFORE THE START OF CONSTRUCTION. 5 ALL EQUIPMENT SHALL BE INSTALLED WITH SUFFICIENT ACCESS TO CONTROLS, FILTERS, ELECTRIC MOTORS, ETC. ACCESS CLEARANCE SHALL BE 30" OR AS REQUIRED BY THE EQUIPMENT MANUFACTURER, WHICH EVER IS GREATER. CONTRACTORS SHALL PROVIDE ACCESS PANELS WHERE REQUIRED. WHERE VERTICAL SPACE ALLOWS, INSTALL DUCTWORK THAT IS IN CLOSE PROXIMITY TO MECHANICAL, ELECTRICAL OR ANY OTHER ITEM THAT REQUIRES ACCESS HIGH IN THE SPACE FOR EASE OF ACCESS. 6 PRIOR TO ROUGH-IN, COORDINATE THE ORIENTATION OF ELECTRICAL BOXES WITH THE DIMENSIONS OF THE DEVICE OR WALL PLATE THAT WILL BE INSTALLED IN OR ON THE ELECTRICAL BOX TO ENSURE THAT THE DEVICE IS CORRECTLY ORIENTED AND THE BOX IS PROPERLY ALIGNED TO BE COVERED BY THE DEVICE OR WALL PLATE. 7 HANDLE, STORE AND INSTALL EQUIPMENT PER MANUFACTURER'S INSTRUCTIONS. 8 BRACE AND SUPPORT PIPES, CONDUIT, AND DUCTWORK IN ACCORDANCE TO SMACNA GUIDELINES FOR SEISMIC RESTRAINTS OF MECHANICAL AND PLUMBING PIPING SYSTEM. 9 REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATION OF DIFFUSERS, REGISTERS, GRILLES, AND ACCESS PANELS. 10 ALL DUCT DIMENSIONS, AS SHOWN ON MECHANICAL DRAWINGS ARE CLEAR INSIDE DIMENSIONS. INCREASE OUTER DUCT DIMENSION AS REQUIRED TO ACCOUNT FOR THE THICKNESS OF INTERNAL LINING WHERE APPLICABLE. 11 INSULATION AND FLEXIBLE DUCT SHALL COMPLY WITH STATE FIRE MARSHALL CRITERIA AND SHALL NOT EXCEED FLAME SPREAD OF 25 AND SMOKE DEVELOPED OF 50 PER ASTM-84, NFPA-223, AND UL 723. 12 INSULATE PIPING AND DUCTWORK IN ACCORDANCE TO THE GOVERNING CODES. 13 ALL SQUARE ELBOWS IN SUPPLY DUCTWORK SHALL HAVE TURNING VANES. PROVIDE MANUAL VOLUME DAMPER AT EACH BRANCH DUCT TAKE-OFF SERVING EACH AIR TERMINAL DEVICE. PROVIDE BALANCING DAMPERS FOR EACH MAIN DUCT TAKE-OFF IN ACCORDANCE TO SMACNA IN ORDER TO ASSURE A COMPLETELY BALANCED SYSTEM. 14 CONTROLS AND SWITCHES INTENDED TO BE USED BY THE OCCUPANT OF A ROOM OR AREA TO CONTROL COOLING, HEATING AND VENTILATING EQUIPMENT SHALL BE MOUNTED AT THE HEIGHTS GIVEN BY SECTION 11B-308.1 OF THE 2022 CBC. NOTIFY THE ARCHITECT IMMEDIATELY IF THE MOUNTING HEIGHTS REQUIRED BY THE 2022 CBC CANNOT BE OBTAINED AT THE LOCATION WHERE THE CONTROL DEVICE IS SHOWN ON THE MECHANICAL FLOOR PLANS. 15 HABITABLE SPACE SHALL BE PROVIDED WITH A HEATING SYSTEM CAPABLE OF MAINTAINING A MINIMUM INDOOR TEMPERATURE OF 68°F AT A POINT 3 FEET ABOVE THE FLOOR PER 2022 CBC 1203. 16 MATERIALS EXPOSED WITHIN ANY SPACE BEING USED AS AN AIR PLENUM SHALL BE NON COMBUSTIBLE OR SHALL HAVE A FLAME SPREAD INDEX NOT GREATER THAN 25 AND A SMOKE DEVELOPED INDEX NOT GREATER THAN 50, WHEN TESTED AS A COMPOSITE PRODUCT IN ACCORDANCE WITH ONE OF THE FOLLOWING TEST METHODS: NFPA 255, METHOD OF TEST OF SURFACE BURNING CHARACTERISTICS OF BUILDING MATERIALS, ASTM E84, SURFACE BURNING CHARACTERISTICS OF BUILDING MATERIALS, OR UL 723, TEST FOR SURFACE BURNING CHARACTERISTIC OF BUILDING MATERIALS. 17 ANY MECHANICAL EQUIPMENT THAT PROVIDES POWER TO A ENERGIZED ACCESSORY MUST BE PROVIDED WITH A NAMEPLATE THAT REFLECTS THE ELECTRICAL CHARACTERISTICS OF THE COMPLETE SYSTEM AS INSTALLED WITH THE ENERGIZED ACCESSORY. NO EXCEPTIONS.

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SHEET INDEX	
SHEET NUMBER	SHEET TITLE
M-000	MECHANICAL GENERAL
M-001	MECHANICAL SCHEDULES & DETAILS
M-101	MECHANICAL FLOOR PLANS

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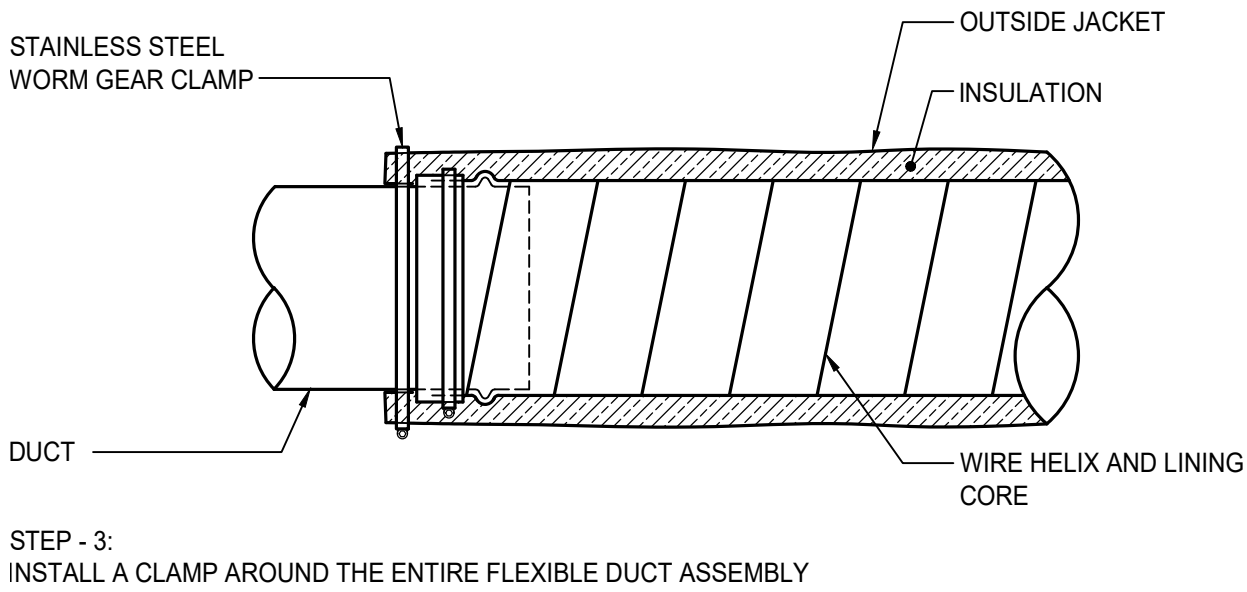
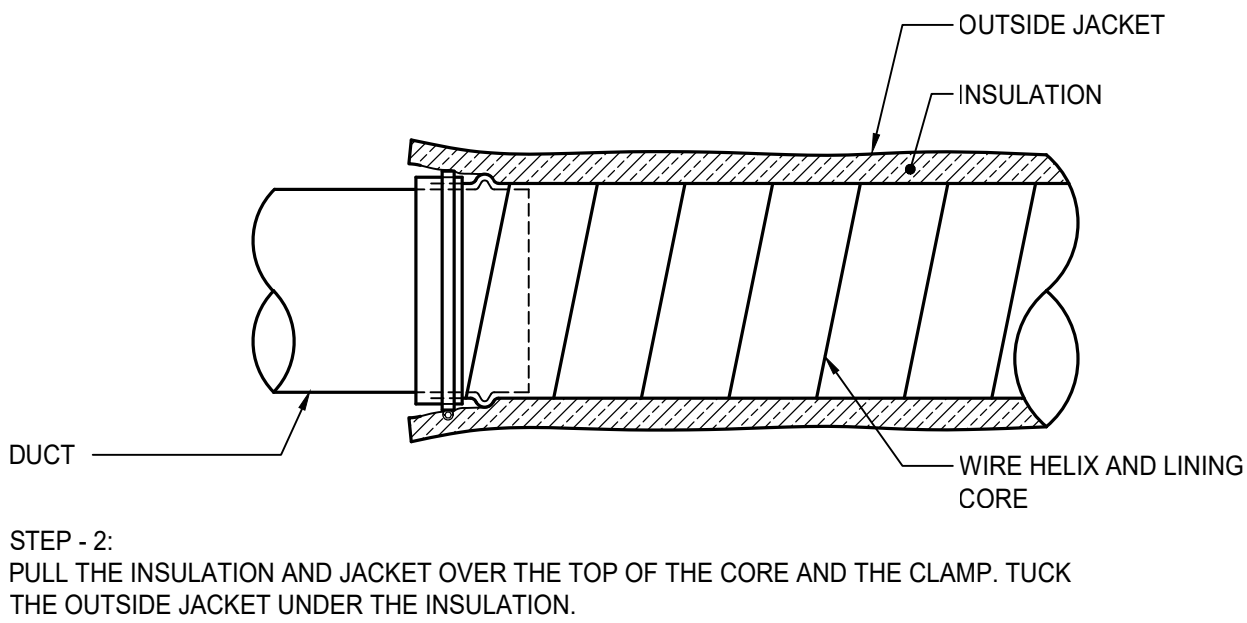
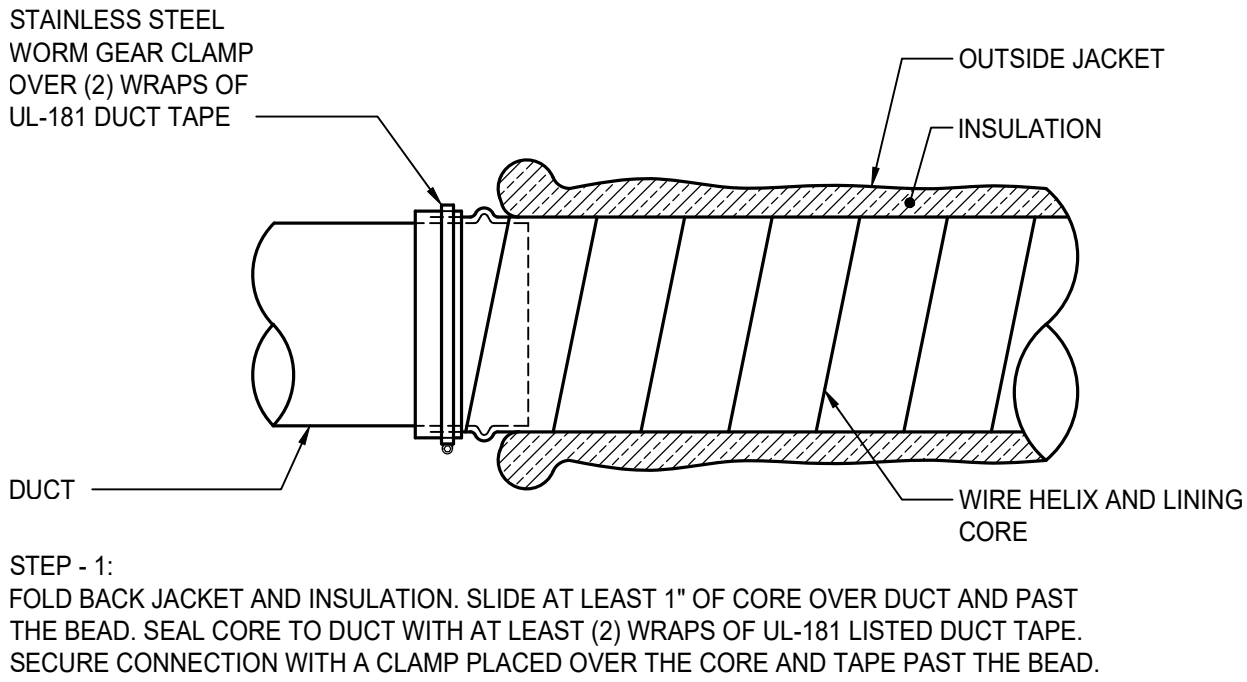
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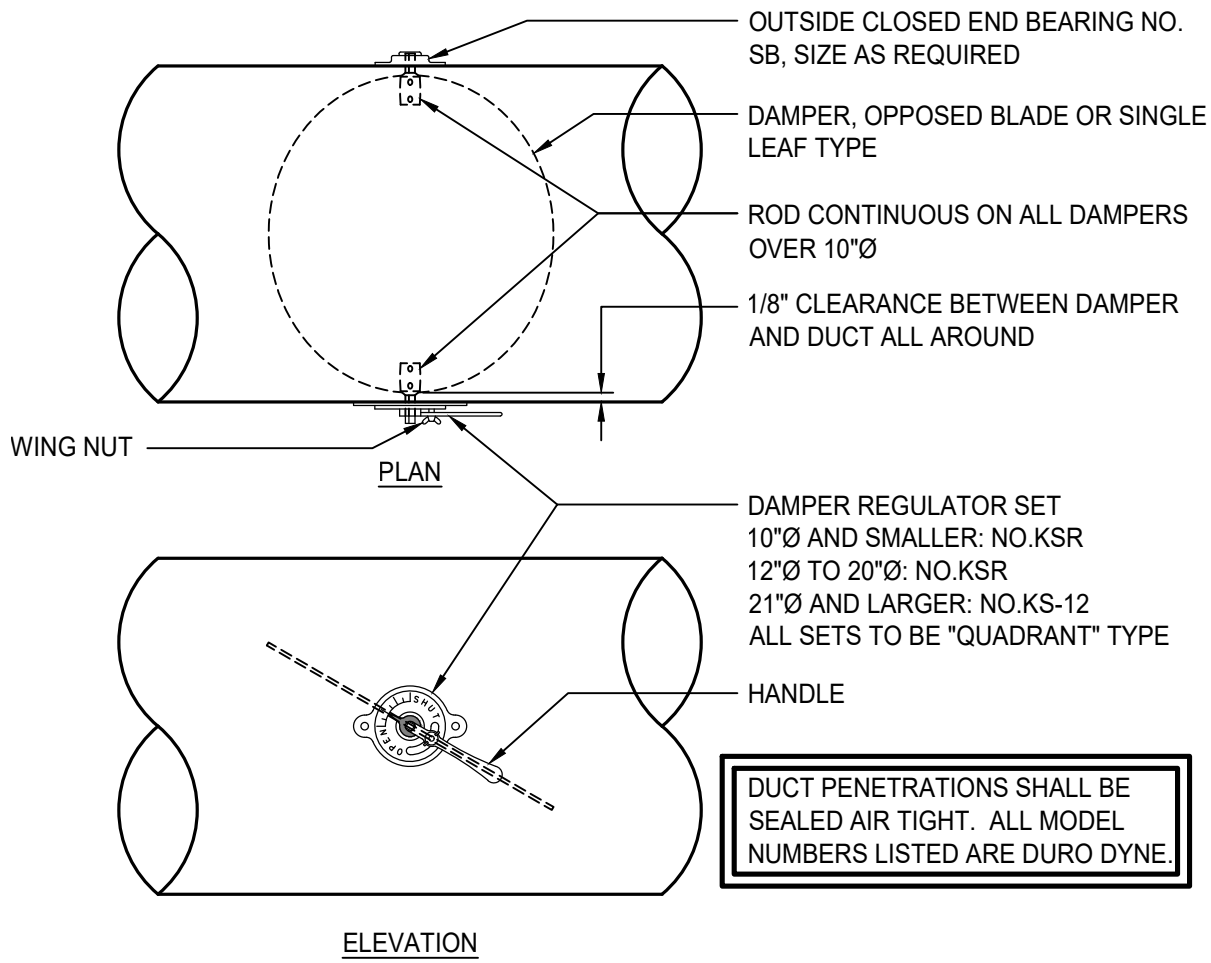
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COMMERCIAL GRILLE, REGISTER, DIFFUSER, LOUVER SCHEDULE										
FD = FIRE DAMPER FSD = FIRE/SMOKE DAMPER OAI = OUTSIDE AIR INTAKE X"Ø = INLET SIZE (IF APPLICABLE)					CEILING SUPPLY DEFLECTION LEGEND (EXCEPT FOR 4-WAY DEFLECTION, SHADING INDICATES ACTIVE SECTION OF DIFFUSER) 4-WAY 3-WAY 2-WAY CORNER 2-WAY OPPOSITE 1-WAY					
TAG	TYPE	MAKE	MODEL	BORDER TYPE		CONSTRUCTION	FINISH	IMAGE	REMARKS	INSTALLATION DETAIL
				GYP BOARD CEILING OR WALL	LAY-IN CEILING					
S1	CEILING SUPPLY	TITUS	TDC	1	3	STEEL	WHITE		MECHANICAL CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR AND FRAMING CONTRACTOR TO INSURE OPENINGS IN HARD CEILINGS AND WALLS ARE CORRECTLY SIZED TO ACCOMMODATE THE SPECIFIED BORDER TYPE. NO EXCEPTIONS	2/M-001



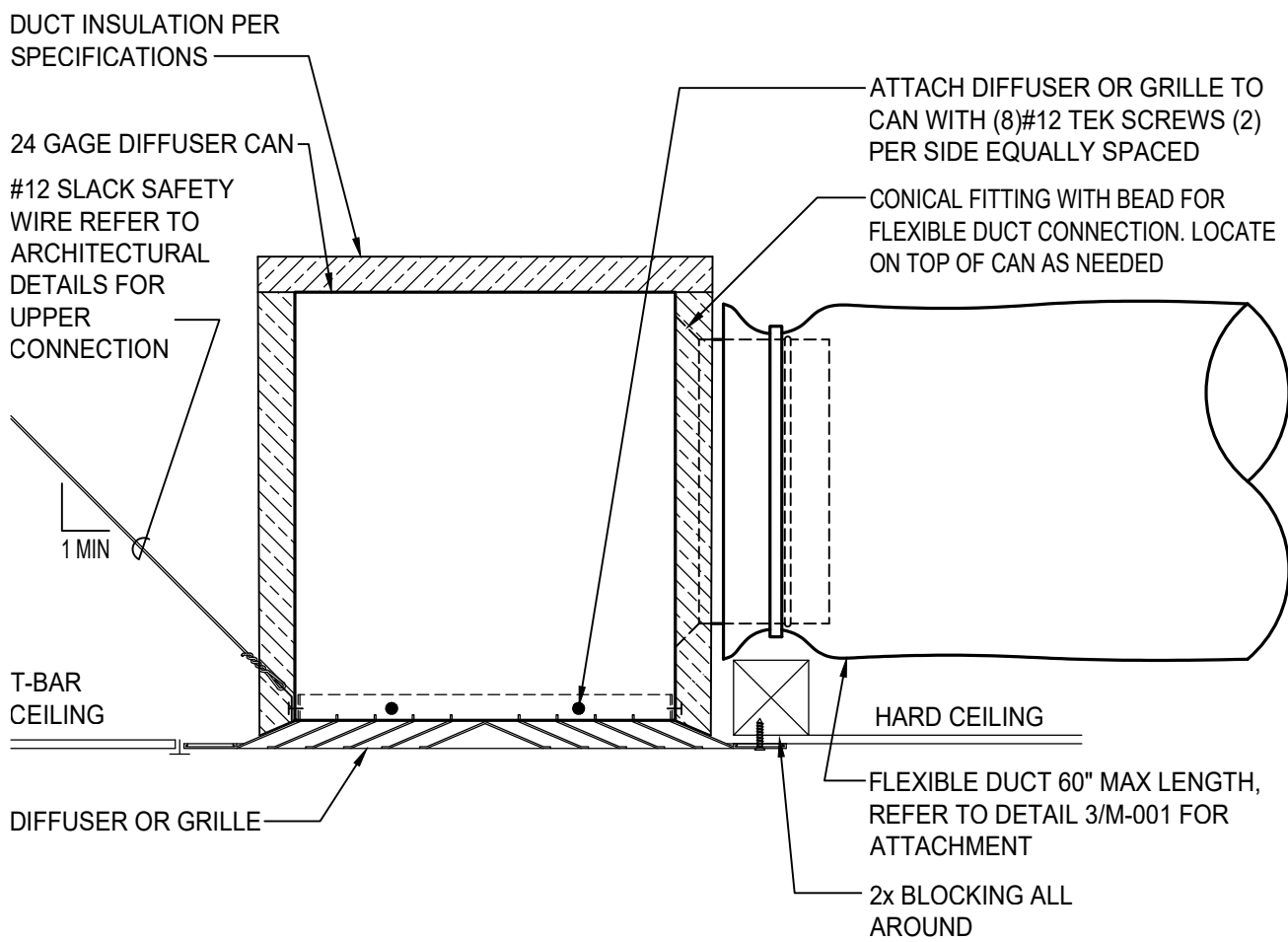
3 FLEXIBLE DUCT CONNECTION

NTS



1 ROUND VOLUME DAMPER

NTS



2 DIFFUSER OR GRILLE INSTALLATION

NTS



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MECHANICAL SCHEDULES & DETAILS

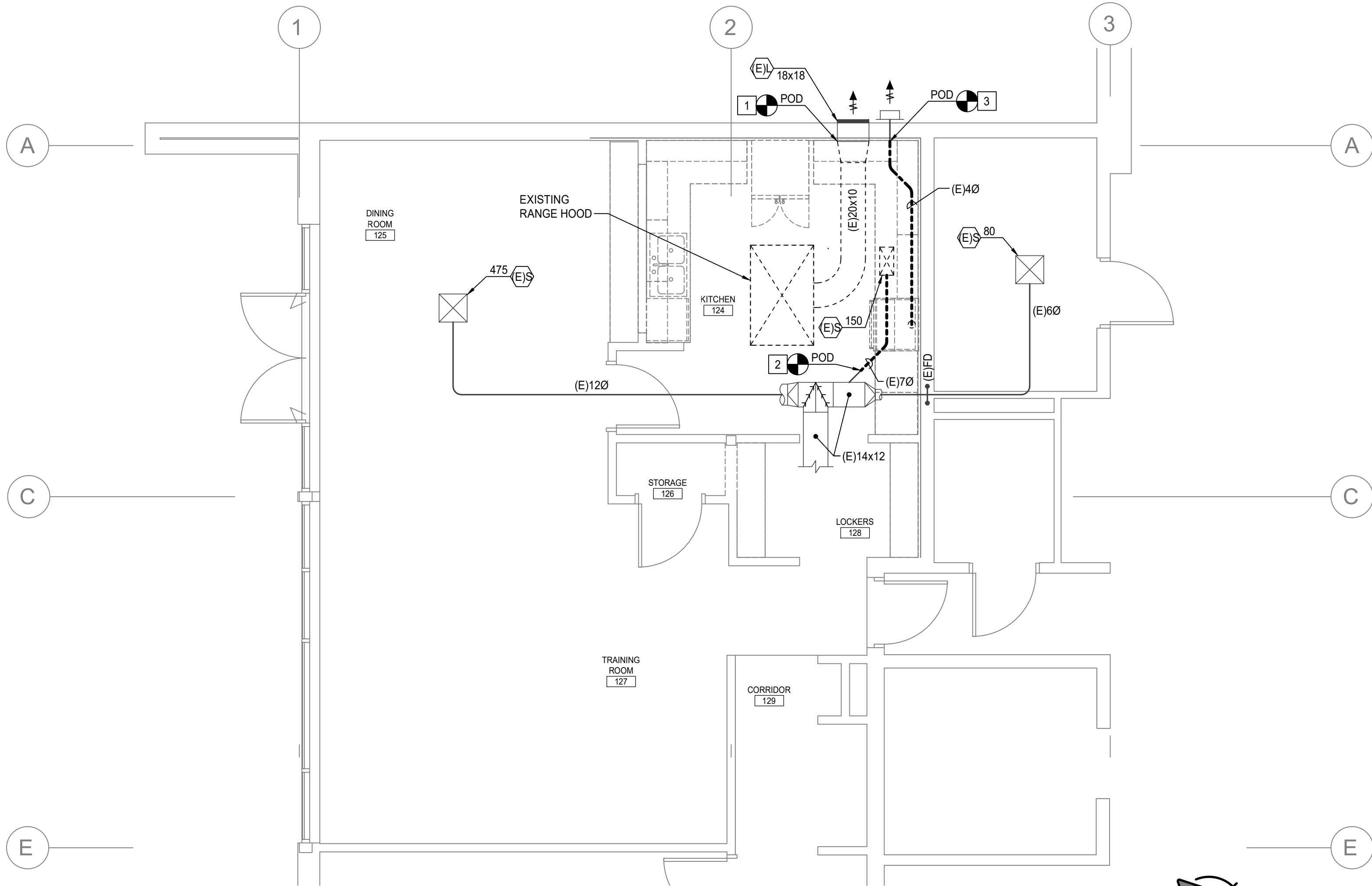
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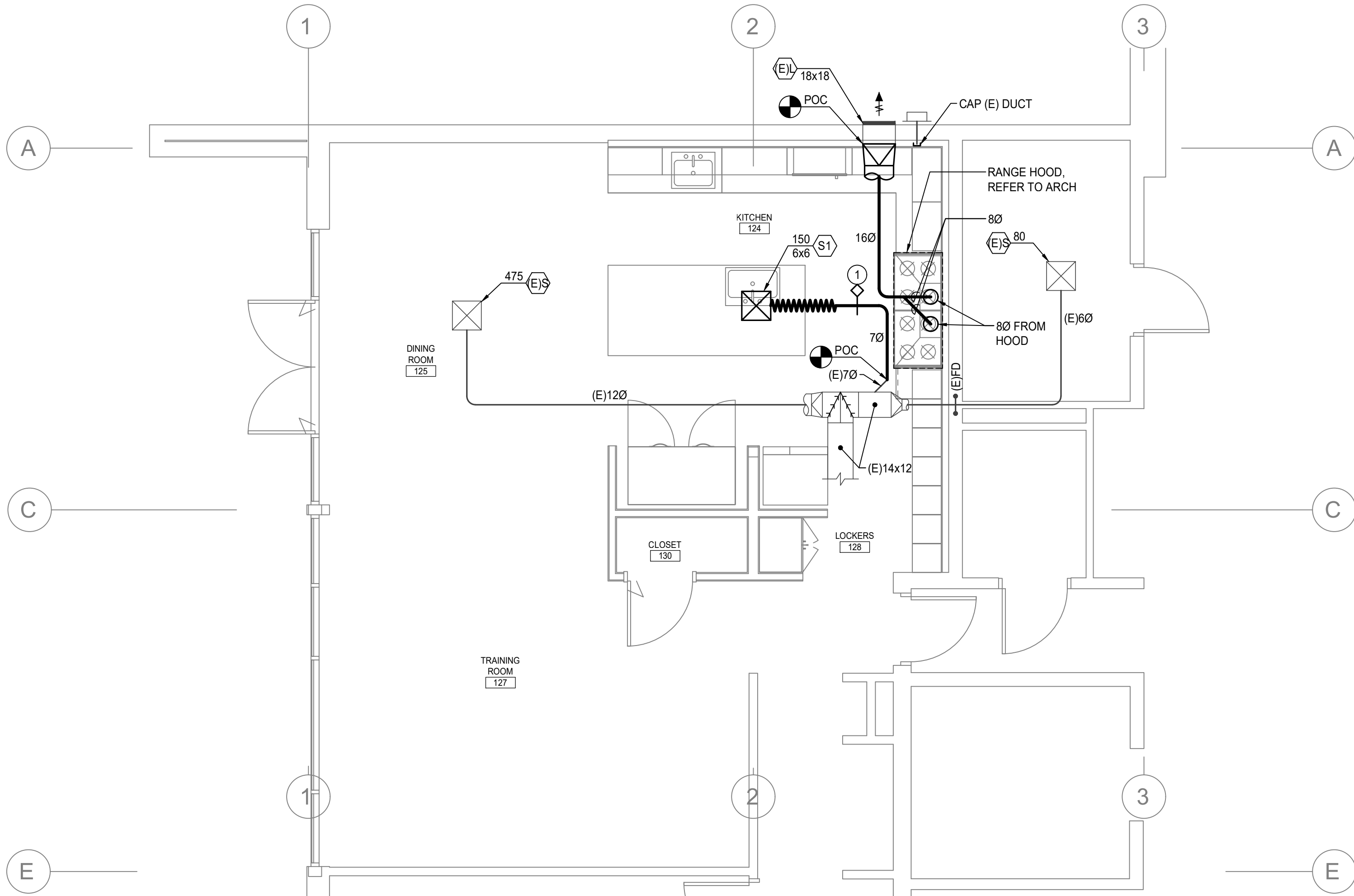
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M-001

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1 MECHANICAL DEMOLITION FLOOR PLAN
SCALE: 1/4" = 1'-0"



2 MECHANICAL FLOOR PLAN
SCALE: 1/4" = 1'-0"

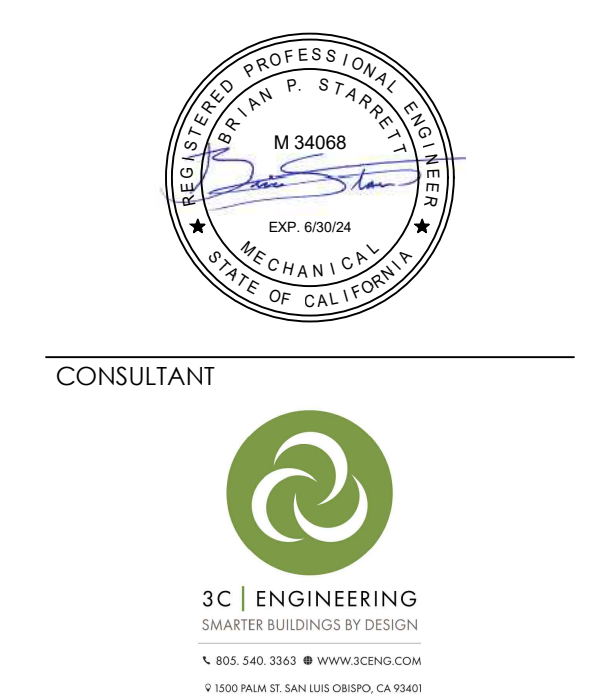
DEMOLITION KEY NOTES	
APPLICABLE TO THIS SHEET ONLY	
1	DISCONNECT, REMOVE AND DISPOSE OF EXISTING RANGE HOOD AND DUCTWORK UP TO THE POINT OF DISCONNECTION (POD) AT THE EXISTING LOUVER.
2	DISCONNECT, REMOVE AND DISPOSE OF EXISTING DIFFUSER AND DUCTWORK UP TO THE POINT OF DISCONNECTION (POD).
3	DISCONNECT, REMOVE AND DISPOSE OF EXISTING DUCTWORK UP TO THE POINT OF DISCONNECTION (POD).

DEMOLITION PLAN STATEMENT	
THIS DEMOLITION PLAN WAS PREPARED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER DOES NOT REPRESENT THAT ALL ITEMS WHICH MAY REQUIRE DEMOLITION HAVE BEEN SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CAREFULLY EXAMINE THE SITE AND THE CONTRACT DOCUMENTS AND TO PERFORM ALL DEMOLITION AND RECONSTRUCTION WHICH MAY BE REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK. DISPOSE OF ALL EQUIPMENT PER THE OWNER'S DIRECTION WHILE COMPLYING WITH ALL LOCAL CODES AND ORDINANCES.	
ALL EXISTING ITEMS SHOWN ON THE PLANS HAS BEEN COLLECTED FROM THE BEST AVAILABLE RESOURCES. ACCURACY AND LOCATION OF EXISTING ITEMS MAY NOT BE ACCURATE.	

KEY NOTES	
APPLICABLE TO THIS SHEET ONLY	
1	ROUND CABLE VOLUME DAMPER, REFER TO DETAIL 1/M-001.
HVAC GENERAL NOTES	
APPLICABLE TO THIS SHEET ONLY	
1	PROVIDE MANUAL VOLUME DAMPERS IN ALL BRANCH DUCTS TO AIR OUTLETS / INLETS. VOLUME DAMPERS ABOVE HARD LID CEILINGS TO BE CABLE OPERATED UNLESS NOTED OTHERWISE. CABLE TO BE ACCESSED THRU THE FACE OF GRILLE. AFTER BALANCING TUCK CABLE INTO DIFFUSER SO THAT IT IS NOT VISIBLE.



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MECHANICAL FLOOR PLANS

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M-101

ELECTRICAL GENERAL NOTES	
1.	CODE COMPLIANCE: ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH CODES, STANDARDS, AND ORDINANCES AS SET FORTH BY THE AUTHORITIES HAVING JURISDICTION AND THEIR LATEST ADOPTED EDITIONS (IN EFFECT AT TIME OF BUILDING PERMIT APPLICATION) OF THE FOLLOWING PUBLICATIONS: A. ALL WORK SHALL COMPLY WITH 2020 NATIONAL ELECTRICAL CODE (NEC) AS AMENDED BY THE 2022 CALIFORNIA ELECTRICAL CODE (CEC), 2022CALIFORNIA BUILDING CODE (CBC), 2022 CALIFORNIA ENERGY CODE (CECnC), CALIFORNIA FIRE CODE (CFC), 2022 CALIFORNIA MECHANICAL CODE (CMC), 2022 CALIFORNIA GREEN BUILDING STANDARDS (CGBC), AND ADOPTED ORDINANCES. B. AMERICANS WITH DISABILITIES ACT (ADA). 2. SAFETY: THE ELECTRICAL CONTRACTOR IS RESPONSIBLE TO MAINTAIN ALL EQUIPMENT IN A SAFE AND RESPONSIBLE MANNER. KEEP DEAD FRONT EQUIPMENT IN PLACE WHILE EQUIPMENT IS ENERGIZED. CONDUCT ALL CONSTRUCTION OPERATIONS IN A SAFE MANNER FOR EMPLOYEES AS WELL AS OTHER WORKPERSONS OR ANYONE VISITING THE JOB SITE. PROVIDE BARRIERS, FLAGS, TAPE, ETC. AS REQUIRED FOR SAFETY. THE CONTRACTOR SHALL HOLD ALL PARTIES HARMLESS OF NEGLIGENT SAFETY PRACTICES, WHICH MAY CAUSE INJURY TO OTHERS ON OR NEAR THE JOB SITE. 3. FIRE RATED ASSEMBLIES SHALL MAINTAIN RATINGS AS SPECIFIED IN THE CALIFORNIA BUILDING CODE CHAPTER 7. CONTRACTOR SHALL PROVIDE AND INSTALL PHYSICAL ENCLOSURE AROUND FIXTURES, PANELS, ETC. AS REQUIRED. ALL ASSEMBLIES TO BE PENETRATED SHALL BE INSTALLED WITH APPLICABLE THROUGH-PENETRATION FIRESTOP SYSTEM AS DETERMINED BY UL CLASSIFICATION. BEFORE CONSTRUCTION, VERIFY AND COMPLY WITH REQUIREMENTS OF LOCAL AUTHORITY HAVING JURISDICTION. 4. MOUNTING HEIGHTS SHALL BE AS FOLLOWS UNLESS OTHERWISE NOTED: +15" AFF: RECEPTACLES, TELEPHONE, TV & DATA OUTLETS, (MEASURED BOTTOM OF OUTLET BOX) +46" AFF: OUTLET ABOVE COUNTER (MEASURED TOP OF OUTLET BOX) +48" AFF: LIGHT SWITCHES, (MEASURED TOP OF OUTLET BOX) +48" AFF: FIRE ALARM MANUAL PULL STATIONS, T-STATS, (MEASURED TOP OF OUTLET BOX) THE LOWER OF +80" AFF TO BOTTOM OF LENS, OR 6" BELOW CEILING, FIRE ALARM VISUALS. ELECTRICAL SWITCHES: CONTROLS AND SWITCHES INTENDED TO BE USED BY THE OCCUPANT OF THE ROOM OR AREA TO CONTROL LIGHT AND RECEPTACLE OUTLETS, APPLIANCES OR COOLING, HEATING AND VENTILATING EQUIPMENT, SHALL BE LOCATED NO MORE THAN 48 INCHES MEASURED FROM THE TOP OF THE OUTLET BOX NOR LESS THAN 15 INCHES MEASURED FROM THE BOTTOM OF THE OUTLET BOX TO THE LEVEL OF THE FINISH FLOOR OR WORKING PLATFORM. [CBC 11B-308.1.1] ELECTRICAL RECEPTACLE OUTLETS: ELECTRICAL RECEPTACLE OUTLETS ON BRANCH CIRCUITS OF 30 AMPERES OR LESS AND COMMUNICATION SYSTEM RECEPTACLES SHALL BE LOCATED NO MORE THAN 48 INCHES MEASURED FROM THE TOP OF THE RECEPTACLE OUTLET BOX OR RECEPTACLE HOUSING NOR LESS THAN 15 INCHES MEASURED FROM THE BOTTOM OF THE RECEPTACLE OUTLET BOX OR RECEPTACLE HOUSING TO THE LEVEL OF THE FINISH FLOOR OR WORKING PLATFORM [CBC 11B-308.1.2] CONTROLS AND OPERATING MECHANISMS SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 11B-309. BEFORE ROUGH-IN, VERIFY ALL MOUNTING HEIGHTS AND EXACT LOCATIONS FOR ALL EQUIPMENT ELECTRICAL CONNECTIONS, STUB-UPS, RECEPTACLES, OUTLETS, ETC. WITH ARCHITECT OR OWNER. PLACE DEVICES LOCATED ABOVE COUNTERS, SHELVING, ETC. AND IN BATHROOMS SO AS NOT TO CONFLICT WITH EDGES OF WAINSCOTING, COUNTER SPLASH, SHELVING, ETC. ARCHITECTURAL SHEETS SHALL GOVERN. 5. LABEL PANELS, CABINETS, BACKBOARDS, MAIN DEVICES, SAFETY SWITCHES, CONTACTORS AND OTHER SPECIFICALLY DESIGNATED EQUIPMENT SHOWN ON PLANS. USE ENGRAVED LAMINATED PLASTIC NAMEPLATES ATTACHED BY SCREWS OR RIVETS. FOR FEEDERS, NEATLY AND INDELIBLY LABEL CONDUIT DESTINATIONS ON BOTH VISIBLE ENDS OF CONDUIT RUNS WHERE CONDUITS TERMINATE AT DESIGNATED ENCLOSURES, STRUCTURES OR EQUIPMENT (INCLUDING PULL AND SPLICE BOXES). EQUIPMENT ANCHORAGE NOTE ALL MECHANICAL AND ELECTRICAL EQUIPMENT SHALL BE ANCHORED OR BRACED TO MEET THE HORIZONTAL AND VERTICAL FORCES PRESCRIBED IN THE 2022 CBC, SECTIONS 1617A.1.18 THROUGH 1617A.1.26, AND ASCE 7-15 CHAPTERS 13, 26, AND 30 AND 2022 CEC 110.3(B) THE ATTACHMENT OF THE FOLLOWING ITEMS SHALL BE DESIGNED TO RESIST THE FORCES PRESCRIBED ABOVE, BUT NEED NOT BE DETAILED ON THE PLANS PER 2022 CBC SECTION 1616A.1.18: A. FURNITURE(EXCEPT STORAGE CABINETS AS NOTED IN 2022 CBC TABLE 13.5-1) B. TEMPORARY OR MOVABLE EQUIPMENT WITH EXCEPTIONS NOTED IN 2022 CBC SECTION 1616A.1.18 ITEM 2. C. ARCHITECTURAL, MECHANICAL, AND ELECTRICAL COMPONENTS IN SEISMIC DESIGN CATEGORIES D, E, OR F THAT MEET ALL OF THE CRITERIA LISTED IN 2022 SECTION 1616A.1.18 ITEM 3. D. EQUIPMENT WEIGHING LESS THAN 20 POUNDS SUPPORTED BY VIBRATION ISOLATORS. E. EQUIPMENT WEIGHING LESS THAN 20 POUNDS SUSPENDED FROM A ROOF OR FLOOR OR HUNG FROM A WALL FOR THOSE ELEMENTS THAT DO NOT REQUIRE DETAILS ON THE APPROVED DRAWINGS, THE INSTALLATION SHALL BE SUBJECT TO THE APPROVAL OF THE MECHANICAL/ELECTRICAL ENGINEER. PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEM BRACING NOTE PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEMS SHALL BE BRACED TO COMPLY WITH THE FORCES AND DISPLACEMENTS PRESCRIBED IN ASCE 7-16, SECTION 13.3 AS DEFINE IN ASCE 7-16 SECTIONS 13.6.5, 13.6.6, 13.6.7, 13.6.8, AND 2022 CBC, SECTIONS 1617A.1.24, 1617A.1.25, AND 1617A.1.26. 6. THE ISSUANCE OF A PERMIT SHALL NOT PREVENT THE BUILDING OFFICIAL FROM REQUIRING THE CORRECTION OF ERROS ON THESE PLANS OR FROM PREVENTING ANY VIOLATION OF THE CODES ADOPTED BY THE CITY, RELEVANT LAWS, ORDINANCES, RULES AND/OR REGULATIONS.

GENERAL DEMOLITION PLAN	
A.	REFER TO ARCHITECTURAL DEMOLITION SHEETS FOR ADDITIONAL INFORMATION.
B.	EQUIPMENT SHOWN TO BE REMOVED IS SHOWN FOR REFERENCE ONLY. INFORMATION WAS OBTAINED FROM ORIGINAL BUILDING DRAWINGS AND LIMITED FIELD INVESTIGATION AND MAY NOT REPRESENT ALL ELECTRICAL DEMOLITION. FIELD VERIFY CONDITIONS AND DISCONNECT/REMOVE ALL EQUIPMENT AS REQUIRED TO MEET THE INTENT OF THAT SHOWN ON THE LIGHTING AND POWER/SIGNAL DRAWINGS.
C.	ALL ELECTRICAL EQUIPMENT SHOWN ON DRAWING (OR REQUIRED) TO BE DEMOLISHED SHALL BE DISCONNECTED, REMOVED AND DISPOSED OF BY ELECTRICAL CONTRACTOR. NO EQUIPMENT (RACEWAYS, BOXES, CABLING, ETC.) SHALL BE ABANDONED IN PLACE AND COVERED BY NEW CONSTRUCTION.
D.	CLEAN, REPAIR (AS REQUIRED) AND RELAMP ALL EXISTING LIGHT FIXTURES THAT ARE TO REMAIN AND BE RE-USED TO ASSUME ALL FIXTURE ARE OPERATIONAL UPON COMPLETION OF PROJECT.
E.	ANY LIGHT SWITCHES THAT ARE NO LONGER IN USE, WHETHER SHOWN ON THE DEMOLITION PLAN OR NOT, ARE TO HAVE THE DEVICE AND WIRING REMOVED, AND A BLANK COVER PLATE INSTALLED.
F.	SCHEDULE ANY OUTAGES WITH OWNER PRIOR TO DE-ENERGIZATION OF ANY BRANCH CIRCUITS OR FEEDERS.
G.	DISCONNECTION/REMOVAL OF EXISTING COMMUNICATIONS SYSTEMS COMPONENTS SHALL BE SCHEDULED WITH OWNER AND COORDINATED WITH THEIR VENDORS.
H.	SALVAGE ALL REMOVED COMPONENTS (SPEAKERS, GRILLES, TELEPHONE INSTRUMENTS, RADIO HANDSETS, ETC.) SHALL BE SALVAGED TO THE OWNER.
I.	INFORMATION SHOWN FOR LOAD DESCRIPTIONS ON EXISTING PANELS WAS GAINED FROM ORIGINAL BUILDING ELECTRICAL PLANS AND SHALL BE FIELD VERIFIED. CONFIRM LOAD ON EACH CIRCUIT OF ALL EXISTING PANELS AND PROVIDE UPDATED TYPEWRITTEN CIRCUIT DIRECTORY (IN PLASTIC SLEEVE) FOR EACH EXISTING PANELBOARD.
J.	ANY LOADS REMOVED DURING DEMOLITION SHALL HAVE CONDUCTORS REMOVED BACK TO NEXT REMAINING DEVICE OR TO EXISTING PANELS. ABANDONED BREAKERS SHALL BE LABELED "SPARE".
K.	PROVIDE BLANK FILLER PLATES IN DEADFRONTS OF EXISTING PANELBOARDS UPON COMPLETION OF PROJECT WHERE BREAKERS HAVE BEEN REMOVED.
L.	PROVIDE NEW PLASTIC, LAMINATED ENGRAVED NAMEPLATES FOR EACH EXISTING PANEL TO MATCH NEW PANELS.

CONDUIT SYSTEMS NOTES	CONDUCTORS AND CABLES
CONDUIT SYSTEMS USED ON THIS PROJECT SHALL BE AS FOLLOWS 1. PVC SCHEDULE 40 - underground/below slab with GRS elbows and risers tape wrapped). 2. ELECTRICAL METALLIC CONDUIT (EMT) - above grade/slab in building construction and where exposed above 8'-0" aff. REFER TO SECTION 260533 & 260500 OF SPECIFICATIONS FOR ADDITIONAL INFORMATION. CONDUITS SHALL BE MINIMUM 3/4" UNLESS OTHERWISE NOTED. CONDUIT SIZES, WHERE NOT NOTED ON THE DRAWINGS, SHALL BE SIZED FOR MAXIMUM 40% FILL PER CEC 310-6. - NO CONDUITS OR PIPING IN ANY SPACE SHALL BE EXPOSED AT THE CEILING AND WALL (COORDINATE WITH ALL DISCIPLINES PRIOR TO CONSTRUCTION). LOCATE ALL CONDUIT WITHIN WALLS	REFER TO SPECIFICATIONS 26 0519 FOR ADDITIONAL INFORMATION. 1. WIRE CONNECTORS SHALL BE MINIMUM 75 DEGREE CENTIGRADE RATED AND PROPERLY SIZED FOR THE NUMBER OF CONDUCTORS BEING CONNECTED, TERMINATED, SPLICED, ETC. ALL ABOVE GRADE CONNECTORS SHALL BE SOLDERLESS LUG OR PLASTIC WIRE NUT TYPE, SCREW ON, PRESSURE CABLE TYPE (WIRE UT OR SPRING NUT TYPE) 600 VOLT, 105 DEGREE C, WITH SKIRT TO COVER ALL PORTIONS OF STRIPPED WIRES. CONNECTOR SHALL BE U.L. RATED FOR NUMBER AND SIZE OF CONDUCTORS BEING JOINED TOGETHER AS SPLICED. 2. WIRES AND CABLES FOR LINE VOLTAGE SYSTEM AND CONTROLS, WIRE AND CABLE SHALL BE COPPER, 600 VOLT RATED THROUGH OUT. CONDUCTORS 14AWG OT 10AWG, SOLID OR STRANDED. CONDUCTORS 8 AWG AND LARGER, STRANDED 3. ALL CONDUCTORS SHALL BE COPPER UNLESS OTHERWISE NOTED. MINIMUM SIZE FOR INDIVIDUAL CONDUCTORS SHALL BE #12 AWG UNLESS OTHERWISE NOTED ON PANEL SCHEDULE OR PLANS. SIZE #8 AWG AND LARGER SHALL BE STRANDED CONDUCTOR. INDIVIDUAL CONDUCTORS SHALL BE INSULATED WITH TYPE, XHHW, THW, THHN/THWN 600 VOLT INSULATION UNLESS OTHERWISE NOTED. 4. PROPER INSULATION TYPE SHALL BE USED FOR THE PROPER ENVIRONMENTAL APPLICATION (I.E. WATERPROOF, WET LOCATION, PLENUM TEMPERATURE RATED). ALL CONDUCTORS, WIRING CABLE WHERE INSTALLED BELOW FLOOR, SLAB OR UNDERGROUND SHALL BE CONSIDERED WET LOCATIONS, AND SHALL BE RATED ACCORDINGLY. NON WATERPROOF CABLING IS NOT ALLOWED IN ANY BELOW GRADE OR WET APPLICATION. 5. GROUP THE COMMON NEUTRAL CONDUCTOR FOR MULTIPLE CIRCUITS WITH ITS ASSOCIATED UNGROUNDED CONDUCTORS WHEN CONTAINED IN THE SAME ENCLOSURE. CEC 200.4(B)

RECEPTACLES AT DAMP AND WET LOCATION	
A.	ALL 15 AND 20AMPERE RECEPTACLES FOR BOTH DAMP AND WET LOCATIONS REQUIRED TO BE LISTED WEATHER-RESISTANT (WR) TYPE PER CEC 406.9 (A) AND (B)
B.	CEC 406.9(A) RECEPTACLES IN DAMP LOCATIONS: RECEPTACLES INSTALLED OUTDOORS IN A LOCATION PROTECTED FROM THE WEATHER OR IN OTHER DAMP LOCATIONS SHALL BE AN ENCLOSURE FOR THE RECEPTACLE THAT IS WEATHERPROOF WHEN THE RECEPTACLE IS COVERED (ATTACHMENT PLUG CAP NOT INSERTED AND RECEPTACLE COVERS CLOSE)
C.	CEC 406.9(B) RECEPTACLES OF 15 AND 20AMP, 125 AND 250 VOLTS INSTALLED IN A WET LOCATION SHALL HAVE AN ENCLOSURE THAT IS WEATHERPROOF WHETHER OR NOT THE ATTACHMENT PLUG CAP IS INSERTED. AN OUTLET BOX HOOD INSTALLED FOR THIS PURPOSE SHALL BE LISTED AND SHALL BE IDENTIFIED AS "EXTRA-DUTY" OTHER LISTED PRODUCTS, ENCLOSURES, OR ASSEMBLIES PROVIDING WEATHERPROOF PROTECTION THAT DO NOT UTILIZE AN OUTLET BOX HOOD NEED TO BE MARKED "EXTRA DUTY" EXCEPTION: 15 AND 20AMP, 125 THROUGH 250 VOLT RECEPTACLES INSTALLED IN A WET LOCATION AND SUBJECT TO ROUTINE HIGH-PRESSURE SPRAY WASHING SHALL BE PERMITTED TO HAVE AN ENCLOSURE THAT IS WEATHERPROOF WHEN THE ATTACHMENT PLUG IS REMOVED.

LIGHTING FLOOR PLAN	
A.	NIGHT LIGHT "NL" DESIGNATED LUMINAIRES IN INTERIOR LOCATIONS SHALL HAVE ONE BALLAST CONTINUOUSLY ENERGIZED. LUMINAIRES IN EXTERIOR LOCATIONS SHALL BE AUTOMATICALLY CONTROLLED TO BE ON FROM DUSK TO DAWN.
B.	LIGHTING FIXTURE LOCATIONS SHOWN ARE SCHEMATIC. REFER TO ARCHITECTURAL PLANS (REFLECTED CEILING, ELEVATIONS, ETC.) FOR EXACT LOCATIONS AND MOUNTING HEIGHTS PRIOR TO ROUGH-IN.
C.	REFER TO ARCHITECT'S REFLECTED CEILING PLAN(S) FOR CEILING HEIGHTS, TYPES, FINISHES, ETC. IN EACH AREA. VERIFY FLANGE TYPES, TRIM KITS, STEM LENGTHS, ETC. FOR ALL FIXTURES PRIOR TO SUBMITTALS.
D.	CONFIRM LOCATION OF ALL DOORS SWINGS WITH ARCHITECTURAL PLANS PRIOR TO ROUGH-IN OF SWITCHES.
E.	PROVIDE UNSWITCHED HOT LEG OF ROOM LIGHTING BRANCH CIRCUIT TO EACH BATTERY POWERED EMERGENCY LIGHT AND EXIT SIGN FOR CONTINUOUS CHARGING.

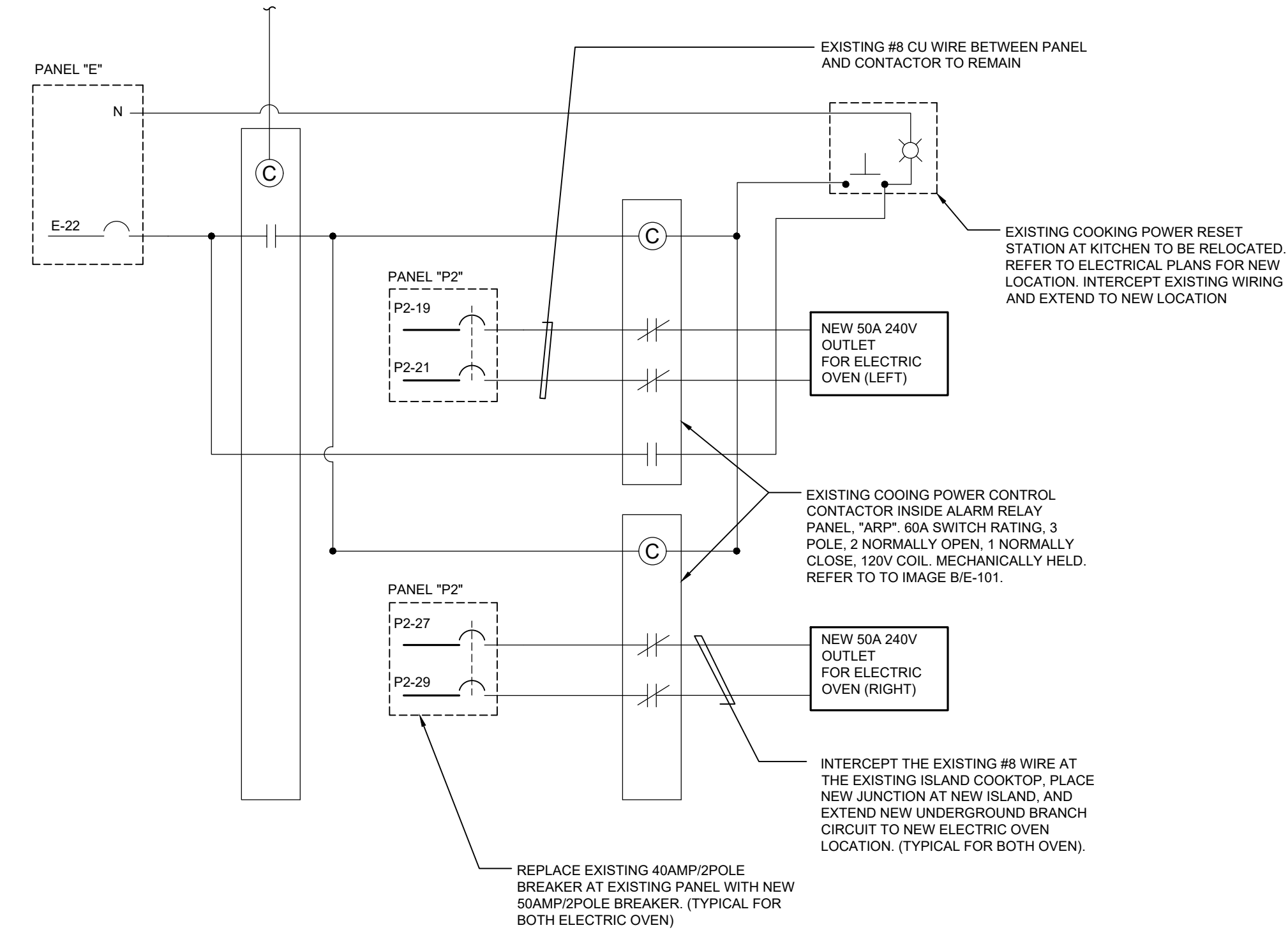
POWER FLOOR PLAN	
A.	FUSING: ALL FUSIBLE SAFETY DISCONNECT SWITCHES SHALL BE PROVIDED WITH DUAL-ELEMENT TIME DELAY TYPE FUSES SIZED AND RATED PER EQUIPMENT MANUFACTURERS' RECOMMENDATIONS. VERIFY WITH EQUIPMENT NAMEPLATE BEFORE INSTALLATION.
B.	INSTALL SEPARATE NEUTRALS FOR EACH 120V BRANCH CIRCUIT.
C.	MOTOR OVERLOAD PROTECTION: WHERE REQUIRED BY NEC ARTICLE 430 PART C AND NOT SHOWN ON PLAN OR PROVIDED INTEGRAL WITH EQUIPMENT, PROVIDE AND INSTALL THERMAL OVERLOAD PROTECTION FOR ALL MOTORS.
D.	SPARE CONDUIT FOR RECESSED PANELS: PROVIDE (1) 3/4" SPARE CONDUIT STUB UP TO ACCESSIBLE ABOVE CEILING SPACE AND/OR ACCESSIBLE SPACE BELOW FOR EVERY (3) SPARE BREAKER SPACES AS INDICATED ON PANEL SCHEDULES.
E.	DEVICE LOCATIONS SHOWN ARE SCHEMATIC AND APPROXIMATE. EXACT LOCATIONS SHALL BE FIELD VERIFIED DURING ROUGH-IN WITH ARCHITECTURAL ELEVATIONS, CASEWORK SHOP DRAWINGS, FURNITURE, ETC. AND SHALL BE COORDINATED WITH OTHER TRADES TO AVOID CONFLICT WITH OTHER EQUIPMENT.
F.	ELECTRICAL AND COMMUNICATIONS OUTLETS SHOWN IN THE SAME LOCATION, SHALL BE MOUNTED ON OPPOSITE SIDES OF THE SAME STUD. COORDINATE BETWEEN ELECTRICAL AND COMMUNICATIONS PLANS.
G.	ALL NEW OUTLETS MUST BE TAMPER PROOF.
H.	ALL 15 AND 20AMPERE RECEPTACLES FOR BOTH DAMP AND WET LOCATIONS REQUIRED TO BE LISTED WEATHER-RESISTANT (WR) TYPE PER CEC 406.9 (A) AND (B)
I.	CEC 406.9(A) RECEPTACLES IN DAMP LOCATIONS: RECEPTACLES INSTALLED OUTDOORS IN A LOCATION PROTECTED FROM THE WEATHER OR IN OTHER DAMP LOCATIONS SHALL BE AN ENCLOSURE FOR THE RECEPTACLE THAT IS WEATHERPROOF WHEN THE RECEPTACLE IS COVERED (ATTACHMENT PLUG CAP NOT INSERTED AND RECEPTACLE COVERS CLOSE)
J.	CEC 406.9(B) RECEPTACLES OF 15 AND 20AMP, 125 AND 250 VOLTS INSTALLED IN A WET LOCATION SHALL HAVE AN ENCLOSURE THAT IS WEATHERPROOF WHETHER OR NOT THE ATTACHMENT PLUG CAP IS INSERTED. AN OUTLET BOX HOOD INSTALLED FOR THIS PURPOSE SHALL BE LISTED AND SHALL BE IDENTIFIED AS "EXTRA-DUTY" OTHER LISTED PRODUCTS, ENCLOSURES, OR ASSEMBLIES PROVIDING WEATHERPROOF PROTECTION THAT DO NOT UTILIZE AN OUTLET BOX HOOD NEED TO BE MARKED "EXTRA DUTY" EXCEPTION: 15 AND 20AMP, 125 THROUGH 250 VOLT RECEPTACLES INSTALLED IN A WET LOCATION AND SUBJECT TO ROUTINE HIGH-PRESSURE SPRAY WASHING SHALL BE PERMITTED TO HAVE AN ENCLOSURE THAT IS WEATHERPROOF WHEN THE ATTACHMENT PLUG IS REMOVED.

CONVENTION	
☒ X	NUMBERED SHEET NOTES: REFERS TO NOTES ON SAME SHEET AS REFERENCE
3103	FEEDER SCHEDULE DESIGNATION (EXAMPLE: 3103 = 310 AMPERE, 600V, 3 CURRENT CARRYING CONDUCTORS, PREFIXES: "M" INDICATES MEDIUM VOLTAGE, "CO14" INDICATES CONDUIT ONLY, QUANTITY (1) AND SIZE (4")
$\frac{Z}{X}$	DETAIL REFERENCE: Z = DETAIL DESIGNATION X = SHEET NUMBER REFERENCE

ELECTRICAL SHEET INDEX	
SHEET NO.	SHEET DESCRIPTION
E-001	ELECTRICAL GENERAL NOTES, LEGEND, PARTIAL SINGLE LINE, SCHEDULE
E-101	ELECTRICAL DEMOLITION PLAN
E-102	ELECTRICAL FLOOR PLAN

LIGHTING FIXTURE SCHEDULE

TYPE	ILLUSTRATION	MANUFACTURER	CATALOG NO.	VOLTAGE	MAX. VA.	LAMPING	MOUNTING	DESCRIPTION
A		JUNO	TC20LED G4 14LM 35 90CRI MVOLT ZT1 2130 WWH	120	18.4	LED 3500K	RECESSED	5" LED RECESSED DOWNLIGHT NON-IC RATING HOUSING, 0-10V DIMMING AT 1% DIM WITH 5" LENS BAFFLE WITH REGRESSED FROSTED DOME LENS TRIM-WHITE BAFFLE, WHITE TRIM RING
B		JUNO	4RLS G2 07LM 30K 90CRI 120 FRPC WH	120V	10	LED 3000K	SURFACE	4" LED SURFACE ROUND, WHITE FINISH
UC 14		JUNO	UPLD 14IN SWW4 90CRI WH	120V	6.54	LED 3500K	UNDER CABINET	14" SWIVEL LED UNDERCABINET LIGHT WITH PHASE DIMMING, WHITE FINISH
UC 22		JUNO	UPLD 22IN SWW4 90CRI WH		11.07	LED 3500K	UNDER CABINET	22" SWIVEL LED UNDERCABINET LIGHT WITH PHASE DIMMING, WHITE FINISH



1 RESET COOKING POWER RESET WIRING DIAGRAM

rrm design group
rrmdesign.com | (805) 543-1794
3745 SOUTH HIGUERA STREET, SUITE 102
SAN LUIS OBISPO, CA 93401
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Professional Engineer
No. 20825
ELECTRICAL
STATE OF CALIFORNIA
EXPIRES: 09/30/24
CONSULTANT

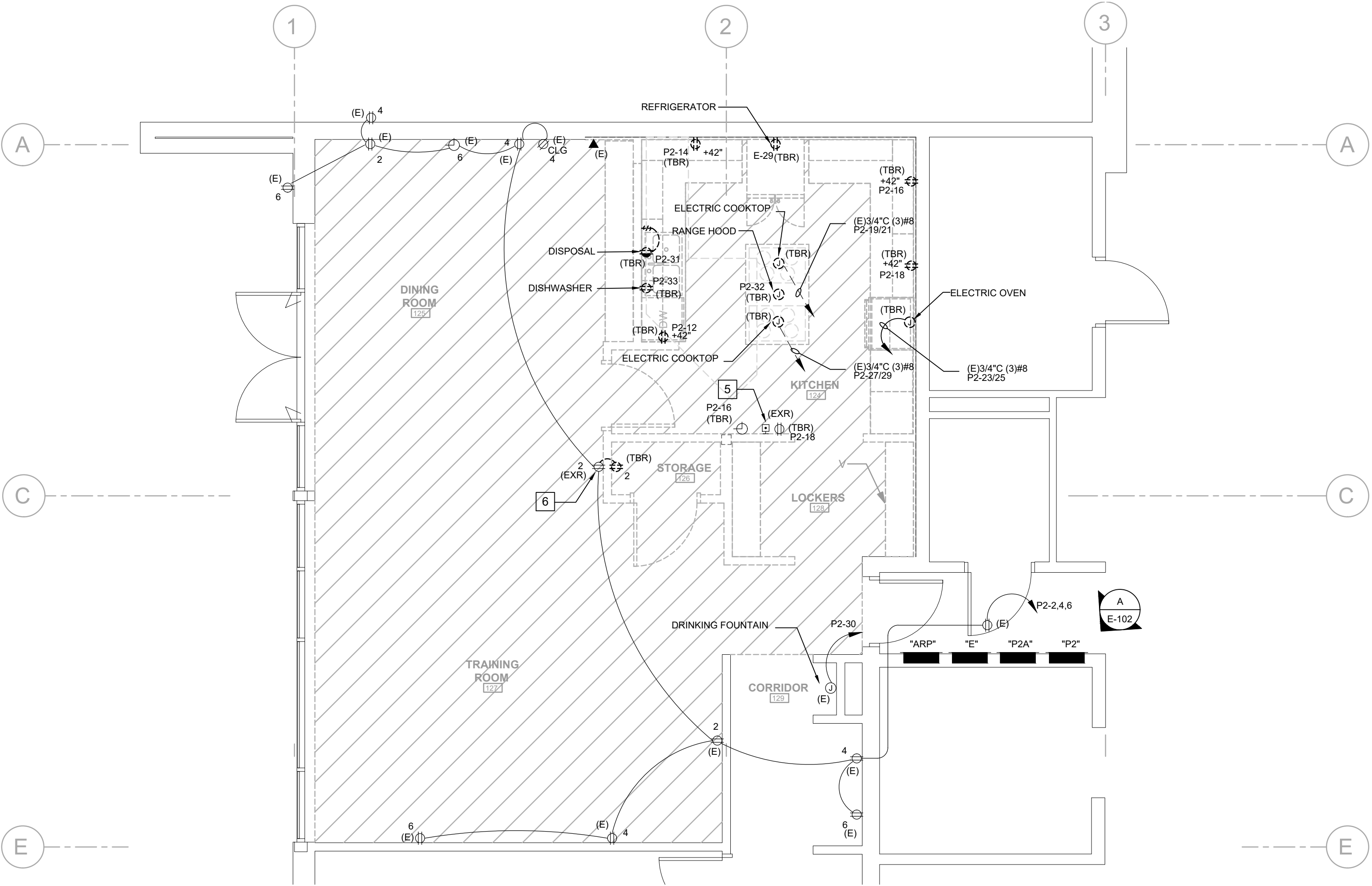
thoma ENGINEERING
THOMA ELECTRIC, INC.
P.O. Box 1167 - 3562 Empleo St.
San Luis Obispo, CA 93406
Phone: (805) 543-3850
Fax: (805) 543-3829
cad@thomaelec.com
THOMA #24-8003

FIRE STATION NO. 1 KITCHEN RENNOVATION
1635 Broadway Ave, Seaside, CA 93955
ELECTRICAL NOTES, LEGEND AND FIXTURE SCHEDULE

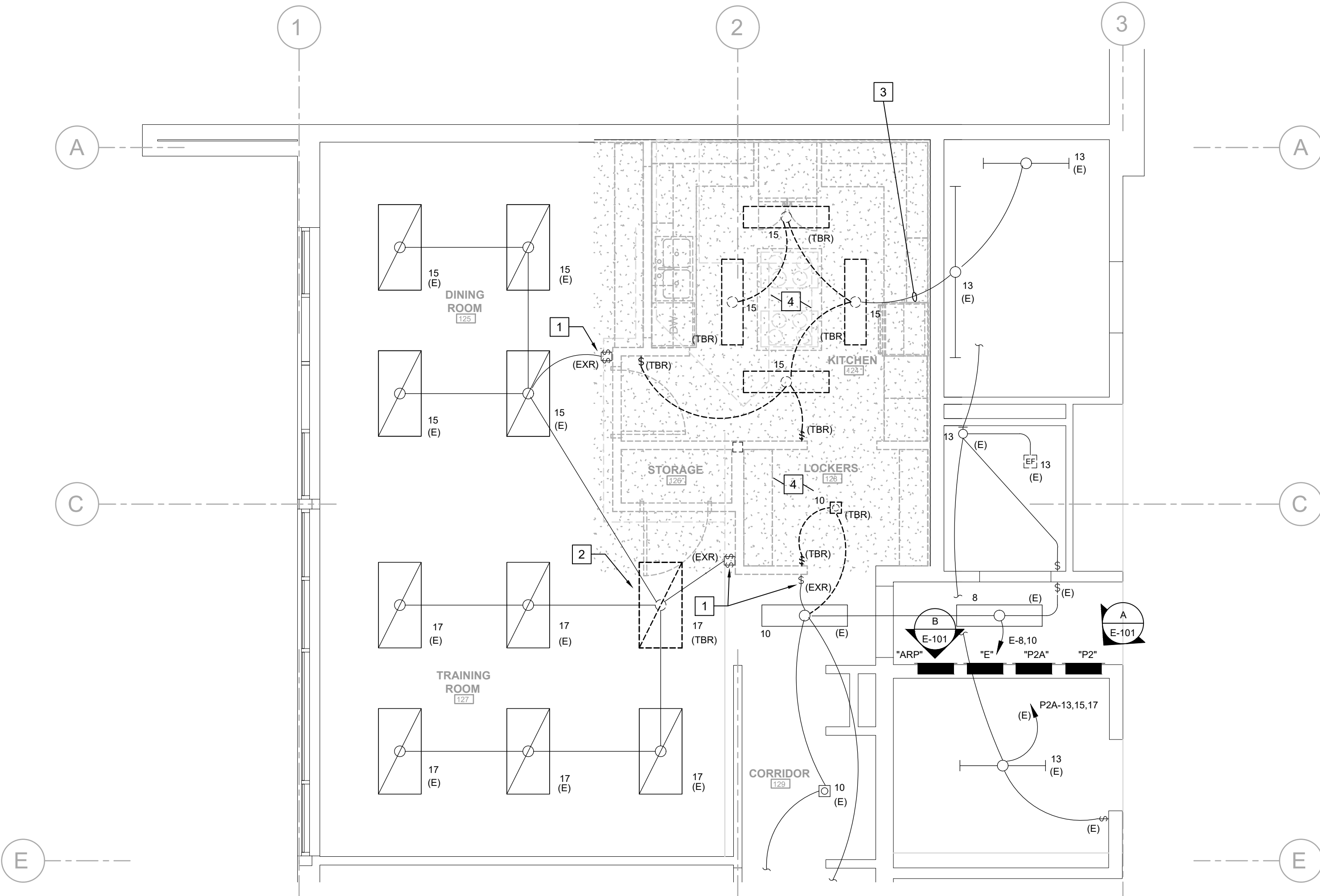
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PROJECT MANAGER
CJ
DRAWN BY
CJ
CHECKED BY
CJ/JT
DATE
10.02.2024
PROJECT NUMBER

SHEET
E-001



1 POWER DEMOLITION FLOOR PLAN
E-101 1/4" = 1'-0"



2 LIGHTING DEMOLITION FLOOR PLAN
E-101 1/4" = 1'-0"

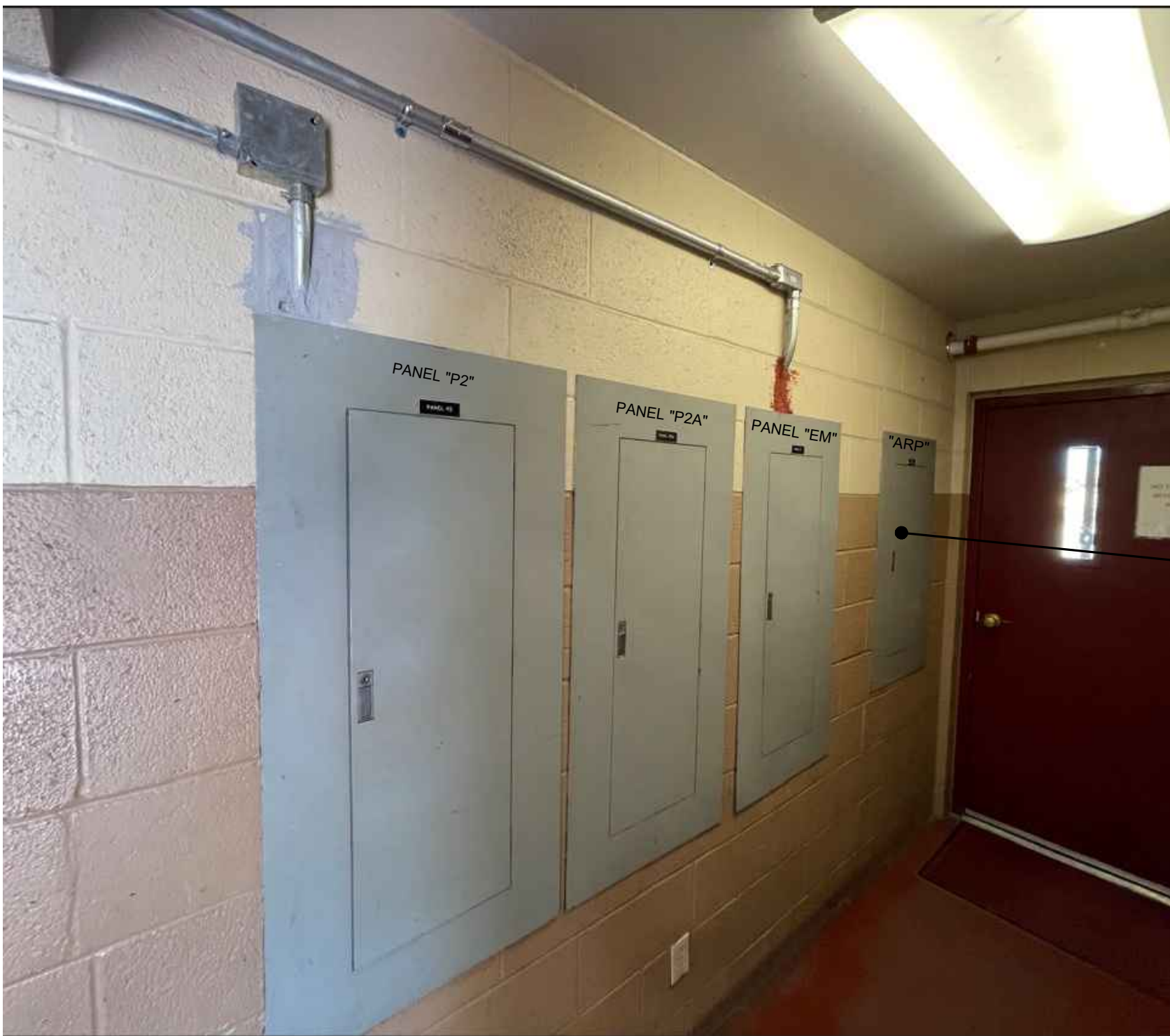
LEGEND

- 20A DUPLEX RECEPTACLE
- 20A DUPLEX- HALF SWITCHED
- 20 DOUBLE DUPLEX RECEPTACLE
- 20A (GFCI) GROUND FAULT CURRENT INTERRUPTER DEVICE
- 208V 1Ø RECEPTACLE
- JUNCTION BOX
- SINGLE POLE SINGLE THROW (SPST) SWITCH
- 3-WAY SWITCH
- LINE VOLTAGE WALL SWITCH OCCUPANCY SENSOR
- 0-10V DIMMING WALL SWITCH
- DUAL LEVEL SWITCHING
- SURFACE ROUND LIGHT
- UNDER CABINET LIGHT OR STRIP LIGHT
- RECESSED CAN LIGHT
- 2"X4" RECESSED LED
- LED SURFACE WRAP
- EXISTING
- EXISTING TO BE RELOCATED
- TO BE REMOVED
- EXISTING HOMERUN

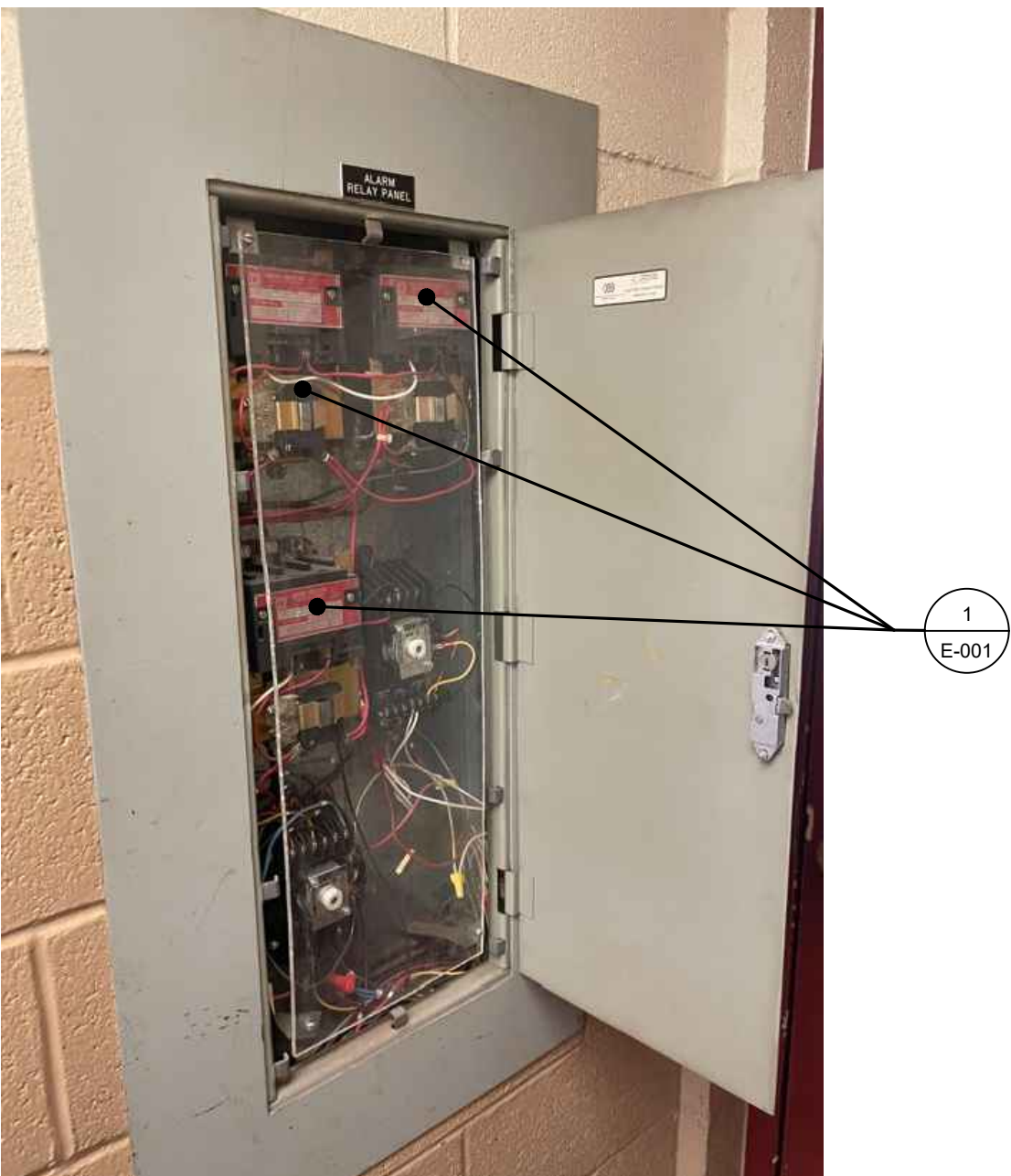
REFERENCE NOTES

- EXISTING SWITCHES TO BE RELOCATED.
- REMOVE EXISTING LIGHT TO BE REMOVED. TERMINATE EXISTING BRANCH CIRCUIT AND PROVIDE NEW ROUND JUNCTION BOX FLUSH MOUNTED AT CEILING.
- EXISTING BRANCH CIRCUIT CONDUITS TO BE RE-USED FOR NEW LIGHTING. KITCHEN: AS-BUILT SHOWS BRANCH RUNNING FROM ADJACENT ROOM. FIELD VERIFY.
- REMOVE AND DISCONNECT EXISTING LIGHTS AND SWITCH IN THIS AREA.
- EXISTING RESET APPLIANCE SWITCH TO BE RELOCATED.
- EXISTING OUTLET TO BE REMOVED DUE TO DEMOED WALL. INTERCEPT EXISTING BRANCH CIRCUIT AND PROVIDE JUNCTION BOX AT NEW WALL PER NEW POWER PLAN.

NOTE: CONTRACTOR TO FIELD LOCATED ALL EXISTING BRANCH CIRCUIT CONDUITS AT KITCHEN. RE-USE EXISTING BRANCH CIRCUIT, EXTEND TO NEW LOCATION. ANY NEW JUNCTION BOXES MUST BE LOCATED IN ACCESSIBLE LOCATION. PULL BACK EXISTING BRANCH CIRCUIT WIRING FROM EXISTING PANEL AND PROVIDE NEW WIRES TO MATCH EXISTING.



A IMAGE OF EXISTING PANELS
SCALE: NTS



B IMAGE OF EXISTING ALARM RELAY PANEL, "ARP"
SCALE: NTS



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SAN LUIS OBISPO, CA 93401
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cad@thomaelec.com
THOMA #24-8003

FIRE STATION NO. 1 KITCHEN
RENOVATION

1635 Broadway Ave, Seaside, CA 93955

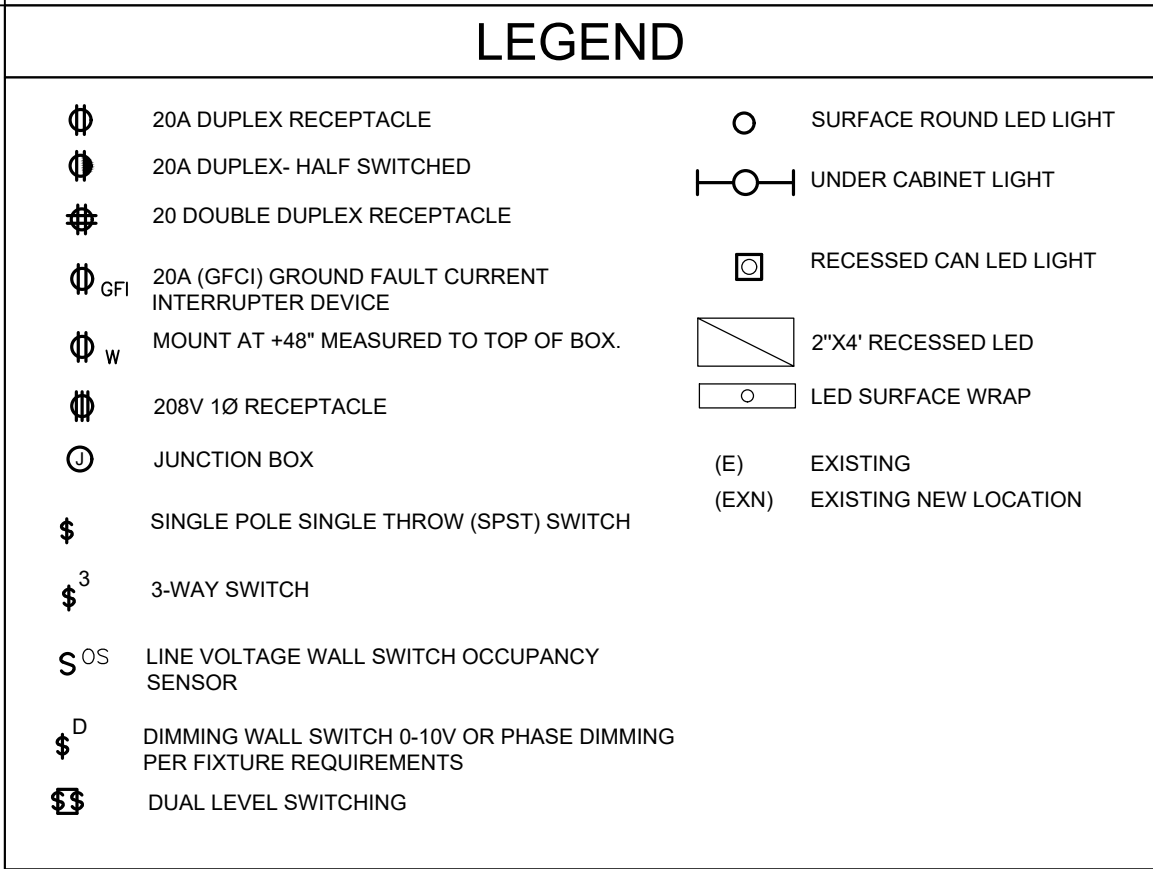
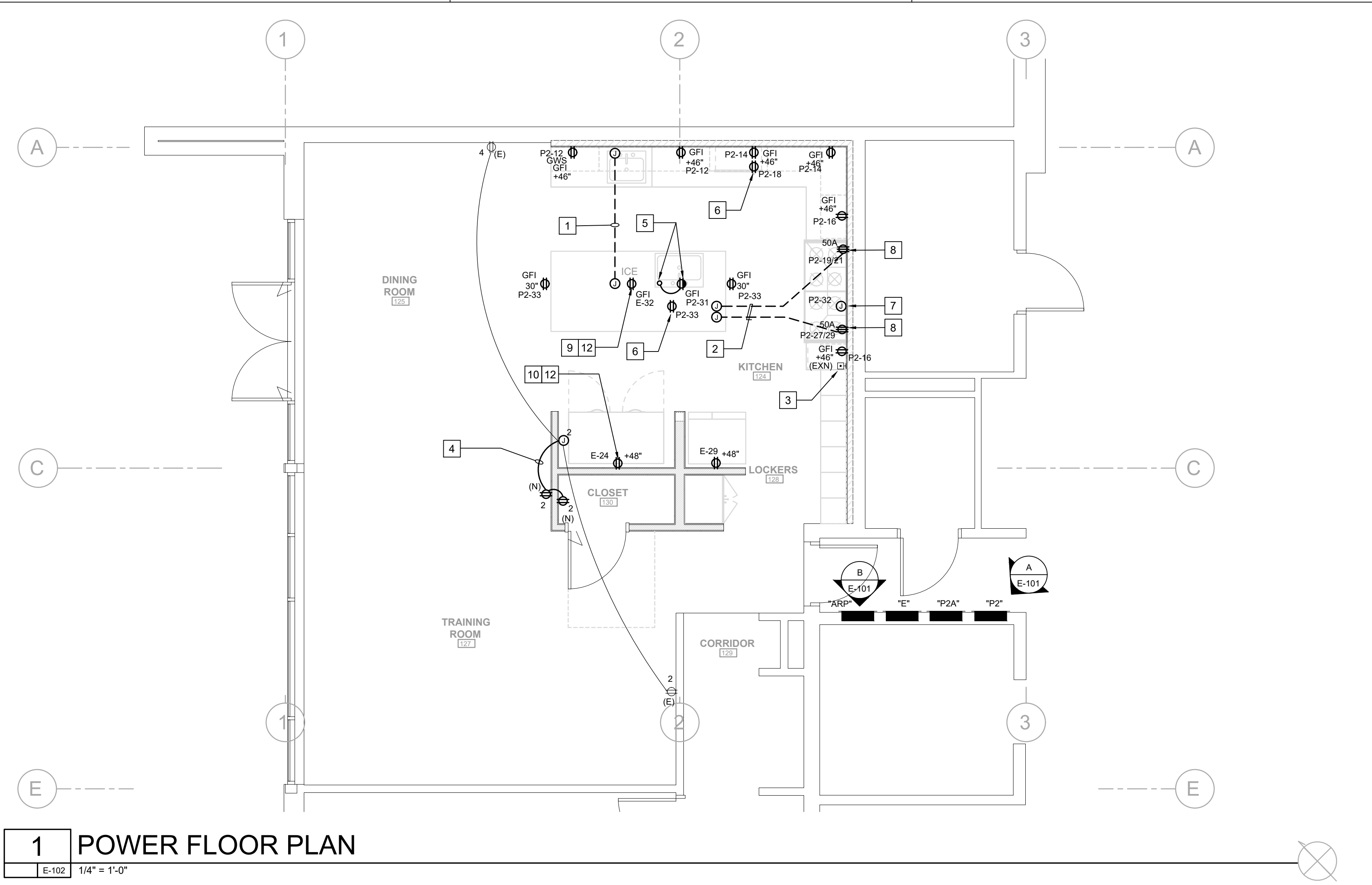
ELECTRICAL DEMOLITION
FLOOR PLANS

NO.	REVISION	DATE
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PROJECT MANAGER CJ	CHECKED BY CJ/JT
DRAWN BY CJ	DATE 10.02.2024
PROJECT NUMBER	

SHEET

E-101



PANEL/CIRCUIT	DESCRIPTION
P2-19/21	16 ELECTRIC OVEN (LEFT)
P2-27/29	16 ELECTRIC OVEN (RIGHT)
P2-32	16 RANGE HOOD
E-29	16 RESIDENTIAL REFRIGERATOR
E-24	12 COMMERCIAL REFRIGERATOR
E-32	12 ICE MACHINE
P2-31	16 DISPOSAL
P2-33	16 ISLAND/MICROWAVE
P2-12	16 KITCHEN COUNTER
P2-14	16 KITCHEN COUNTER
P2-16	16 KITCHEN COUNTER
P2-18	16 MICROWAVE

NOTE: AT FURRED WALLS, PROVIDE 4S SHALLOW BOX FOR GFI OUTLETS AND DISPOSAL SWITCH ABOVE COUNTER.

REFERENCE NOTES

- SAW CUT/PATCH EXISTING FLOOR FOR NEW BRANCH CIRCUIT BETWEEN NEW ISLAND AND WALL. MOUNT JUNCTION BOX AT ACCESSIBLE AREA. PROVIDE 1"C (PVC 40) WITH (4)#10 AND #10 CU GND FOR PANEL P2-31.33 AND (2)#10 THWN PLUS #10 CU GROUND (2)#10 THWN PLUS #10 CU GROUND FOR E-32.
- SAW CUT/PATCH EXISTING FLOOR. INTERCEPT EXISTING BRANCH CIRCUIT FROM EXISTING COOKTOP AT EXISTING ISLAND. PROVIDE NEW JUNCTION BOX AND NEW ISLAND ACCESSIBLE AREA, AND EXTEND 3/4"C (PVC40) WITH NEW (3)#8 TO (N) 50AMP OUTLET.
- NEW LOCATION OF APPLIANCE PRESET. PROVIDE NEW 1-GANG BOX. INTERCEPT EXISTING CONDUIT/WIRES AND EXTEND 3/4"C (EMT) WITH (2)#12 THWN AND (1)#10 CU GROUND TO NEW LOCATION. REFER TO DIAGRAM 1/E-001.
- INTERCEPT EXISTING BRANCH CIRCUIT AND EXTEND TO NEW RELOCATED OUTLET. PROVIDE NEW BOX AND DEVICE.
- PROVIDE NEW AIR SWITCH BUTTON AND RECEPTACLE BELOW SINK FOR DISPOSAL. MOUNT AIR SWITCH RECESSED AT SINK.
- CONNECTION FOR MICROWAVE. REFER TO ARCHITECTURAL FOR ELEVATION. MOUNT OUTLET AT LOWER CABINET TO ACCESS PLUG.
- CONNECTION TO HOOD FAN/LIGHT VERIFY MOUNTING WITH MANUFACTURER INSTALLATION REQUIREMENTS PRIOR TO ROUGH-IN.
- CONNECTION TO ELECTRIC STOVE. VERIFY MOUNTING HEIGHT WITH MANUFACTURER REQUIREMENTS AND NEMA RATING OF 50AMP OUTLET PRIOR TO ROUGH-IN. REFER TO DIAGRAM 1/E-001.
- CONNECTION TO ICE MACHINE AT ISLAND.
- CONNECTION TO COMMERCIAL REFRIGERATOR.
- CONNECTION TO RESIDENTIAL REFRIGERATOR.
- HOMERUN NEW 120V #12 BRANCH CIRCUIT WIRING TO EXISTING PANEL "E". FIELD LOCATE EXISTING BRANCH CIRCUIT CONDUIT ABOVE KITCHEN CEILING. TERMINATE WIRES TO EXISTING SPARE BREAKER.
- NEW LOCATION OF EXISTING SWITCH(ES). PROVIDE NEW BOX, NEW DECORA STYLE DEVICE AND EXTEND 3/4"C (EMT) WITH (2)#12 AND (1)#12 CU GROUND TO EXISTING LIGHT.
- NEW CEILING MOUNTED JUNCTION BOX AT OLD EXISTING LIGHT LOCATION.
- EXTEND EXISTING 120V BRANCH CIRCUIT AND CONNECT TO NEW LIGHTS.
- CONTRACTOR TO FIELD LOCATE ALL EXISTING BRANCH CIRCUIT CONDUITS AT KITCHEN. RE-USE EXISTING BRANCH CIRCUIT. EXTEND TO NEW LOCATION. ANY NEW JUNCTION BOXES MUST BE LOCATED IN ACCESSIBLE LOCATION. PULL BACK EXISTING BRANCH CIRCUIT WIRING FROM EXISTING PANEL AND PROVIDE NEW WIRES TO MATCH EXISTING.



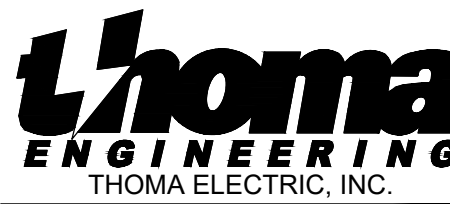
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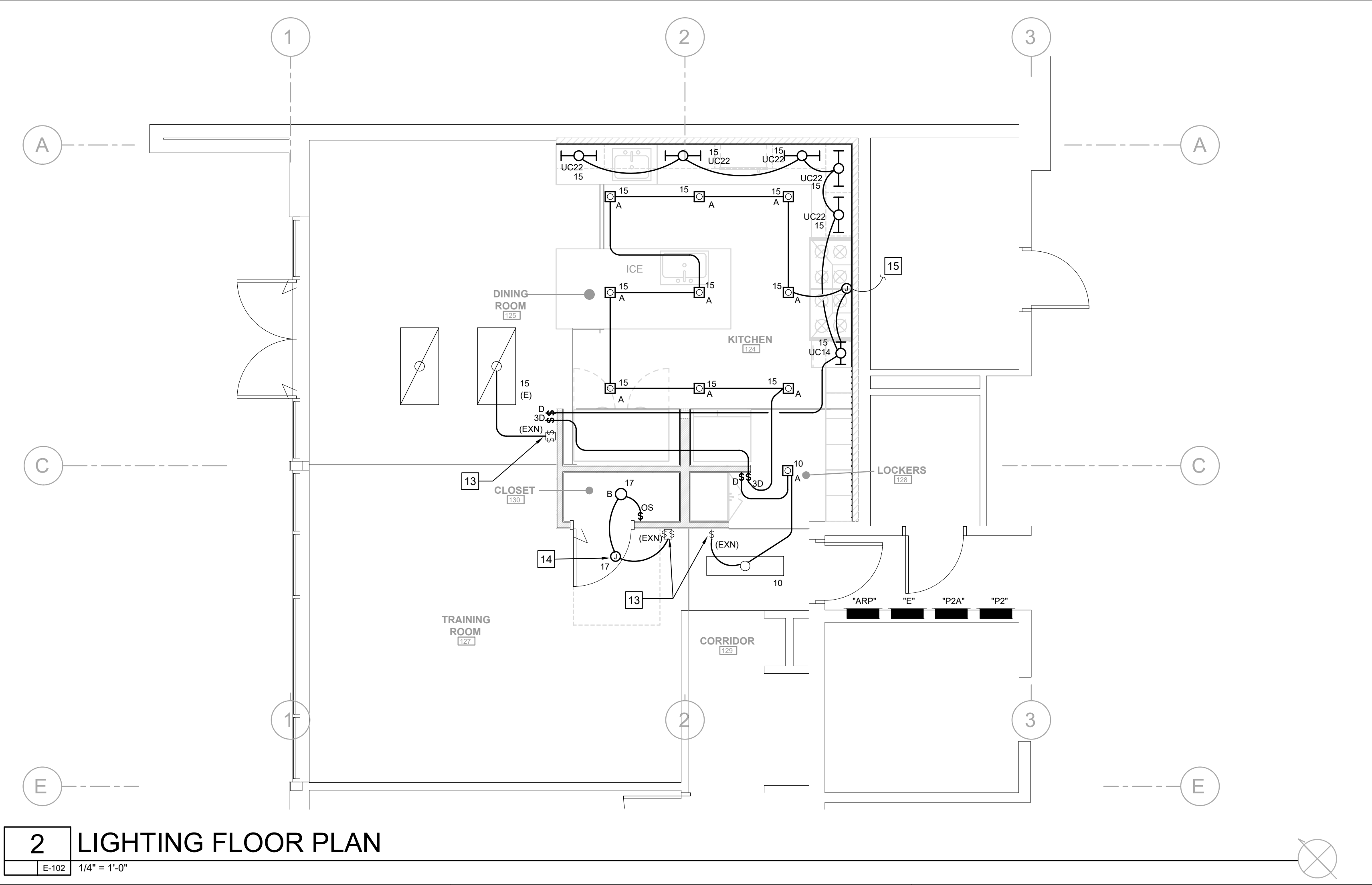
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THOMA #24-8003



FIRE STATION NO. 1 KITCHEN
RENOVATION
1635 Broadway Ave, Seaside, CA 93955
ELECTRICAL FLOOR PLANS

NO.	REVISION	DATE
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PROJECT MANAGER CJ	
DRAWN BY CJ	CHECKED BY CJ/JT
DATE 10.02.2024	
PROJECT NUMBER	
SHEET	

E-102

February 20, 2025
City Council Regular Meeting

Item 8.T.

ADOPT A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO SYNERGY BUILDERS, INC. IN AN AMOUNT NOT TO EXCEED \$448,385.00 (INCLUDES A 20% CONSTRUCTION CONTINGENCY) FOR THE CONSTRUCTION OF THE FIRE STATION NO.1 KITCHEN RENOVATION PROJECT AND APPROPRIATING \$140,161.00 FROM THE GENERAL FUND TO THE PROJECT

[Attachment 4 - Specifications](#)



CITY OF SEASIDE STAFF REPORT

Item No.: 8.U.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Andreas Baer, Senior Engineer

DATE: February 20, 2025

**SUBJECT: ADOPT A RESOLUTION REJECTING ALL BIDS FOR THE
DEMOLITION OF THE FORT ORD MILITARY RESERVATION
PROPERTY DECONSTRUCTION AND DEMOLITION PROJECT -
PHASE 1B (FORMER FORT ORD MILITARY RESERVATION -
BURGER KING SITE) PROJECT AND AUTHORIZE RE-DESIGN
AND SOLICITATION OF AN EXPANDED PROJECT**

RECOMMENDATION

Reject all bids for the Fort Ord Military Reservation Property Deconstruction and Demolition Project - Phase 1B and authorizing staff to re-design and solicit an expanded project.

BACKGROUND

On March 19, 2020, the City Council adopted Ordinance No. 1082 approving a Development Agreement with KB Bakewell Seaside Venture II, LLC (Developer) for the development of approximately 122 acres of land on the former Fort Ord, a project more commonly known as Campus Town. Pursuant to section 11 of the Agreement, the City is responsible for remediating the property to be free of hazardous materials to residential standards at no cost to the Developer. The City is also obligated to deconstruct, demolish and remove buildings, structures and improvements located within the boundaries of the development. The scope of work the City is obligated to complete under Phase 1B includes the remediation and demolition of a parking lot and buildings north of the Presidio of Monterey Fire Station, the abandoned Burger King building, debris, parking lots, underground utilities, and other improvements east of General Jim Moore Blvd. north of Gigling Road, west of Arnhem Rd, and south of Colonel Durham Street in the City of Seaside on former Fort Ord Property.

The sites have been fully tested for hazardous materials and soil contamination, and the project will include hazardous material abatement work. No soil contamination exists within the Phase 1B area. The City contracted with Harris & Associates to prepare demolition engineering plans and specifications and Vista Environmental to prepare a remediation work plan, reports, and specifications for all the building sites.

The project work generally consists of decontamination, deconstruction, demolition, removal, and proper disposal of all buildings, structures, parking lots, improvements, and select trees, shrubs, bushes, and vegetation at the Burger King site, the area north of the Presidio Fire Station, and the parking lots to the East. The deconstruction and demolition work shall include removal and disposal of the subject structures in their entirety to include roof structures, exterior walls, interior walls, concrete slabs and foundations, windows, doors, plumbing, underground utilities, mechanical, communications, and electrical systems. The site work includes removal and disposal of asphalt concrete parking lots, concrete, retaining walls, steps, excavation, disconnection, capping, removal, and disposal of water, wastewater, gas, and electrical utilities, and rough grading for mitigating safety concerns and facilitating drainage. The project work includes hazardous materials removal and proper disposal, including asbestos, lead-based paint and/or materials, refrigerants, chromated-copper arsenate (CCA), universal waste, and other hazardous materials. This project also includes asbestos cement pipe (ACP) on-site and below-grade.

on December 5th, 2024 the design was completed and the Project was released for construction bids , and bids were opened on January 23rd, 2025. Three (3) complete, responsive, and responsible bids were received as follows:

BIDDER	BID TOTAL
Randazzo Enterprises Inc.	\$1,326,129.00
Brannon Corporation Inc.	\$2,164,409.00
Grion Construction Inc.	\$2,633,383.00
Engineers Estimate	\$3,451,000.00

The City received a formal bid protest from Brannon Corporation Inc. After review of the bid protest, staff recommends rejecting any and all bids, re-designing the project to include additional scope. The additional scope includes work on parcel 031-151-040-000 containing the church north of Colonel Durham St. Adding this work will reduce the Phase II Demolition substantially.

Per Page 2 part 1.06 of Section 00 1113 the "Notice Inviting Bids" of the Project Manual for this bid states:

Reservation of Rights: Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time,

price or quality

of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

ENVIRONMENTAL

In accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines," Article 20, Section 15378, the proposed action is a project as defined by the California Environmental Quality Act (CEQA). Specifically, the remediation and demolition activities for construction of the Campus Town Development are considered a "Project" under CEQA Statute 21065, because the Project is an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and is directly undertaken by a public agency and it is supported through assistance from one or more public agencies.

On March 5, 2020, the City Council adopted Resolution 20-09 certifying the Environmental Impact Report for the Campus Town Specific Plan and adopted a Mitigation Monitoring and Reporting Program (MMRP). The City will implement appropriate mitigation as identified in the adopted Mitigation Monitoring and Reporting Program. The executed Resolution and MMRP can be found by clicking the following link. [Resolution 20-09 and MMRP](#)

FISCAL IMPACT

With the sunset of the Fort Ord Reuse Authority in June of 2020, the City received a bond in the amount of \$6,555,000 for blight removal within the former Fort Ord. There are sufficient funds remaining in the amount of \$3,596,319.27 to cover the expanded scope of work.

ATTACHMENTS

1. Resolution Reject Bids

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

REJECTING ALL BIDS FOR THE DEMOLITION OF THE FORT ORD MILITARY RESERVATION PROPERTY DECONSTRUCTION AND DEMOLITION PROJECT - PHASE 1B (FORMER FORT ORD MILITARY RESERVATION - BURGER KING SITE) PROJECT AND AUTHORIZE RE-DESIGN AND SOLICITATION OF AN EXPANDED PROJECT

WHEREAS, the Fort Ord Military Reservation Property Deconstruction and Demolition Project - Phase 1B (Project) was identified in the fiscal year 2023-2024 annual budget, and;

WHEREAS, Harris & Associates prepared the demolition engineering plans and specifications, and Vista Environmental prepared a remediation work plan, reports, and specifications for this phase 1B Project, and;

WHEREAS, the Project work includes remediation and demolition of a parking lot and building/structure 4403A north of the Presidio of Monterey Fire Station, the abandoned Burger King building 4405, debris, parking lots, underground utilities, and other improvements east of General Jim Moore Blvd. north of Gigling Road, west of Arnhem Rd, and south of Colonel Durham Street in the City of Seaside on former Fort Ord Property to prepare for Phase 1B of the Campus Town Development; and

WHEREAS, The Project was released for construction bids on December 5th, 2024, and;

WHEREAS, January 23rd 2025 three (3) bids were received from Randazzo Enterprises Inc., Grion Construction Inc., and Brannon Construction Inc. , and;

WHEREAS, February 11th, 2025 a bid protest was received from the second low bidder Brannon Construction Inc., and;

WHEREAS, Page 2 part 1.06 of Section 00 1113 the "Notice Inviting Bids" of the Project Manual for this bid states: ***Reservation of Rights:*** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids. , and;

WHEREAS, Adding additional scope to this demolition project will accelerate the redevelopment of this property, and;

WHEREAS, there are sufficient funds in Account No. 329-8110-2073 to add additional demolition work, and;

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside rejects any and all bids, and;

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the additional scope of demolition work on parcel 031-151-040-000 containing the church north of Colonel Durham St., and;

BE IT FURTHER RESOLVED, that the City of Seaside City Council acknowledge pursuant to CEQA guidelines the application of Resolution 20-09 the certification of the Environmental Impact Report for the Campus Town Specific Plan Project, Making California Environmental Quality Act Finding and Adopting a Mitigation Monitoring and Reporting Program for this project, and;

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 20th day of February, 2025, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Dominique Davis, City Clerk
Sheri Damon, City Attorney

DATE: February 20, 2025

SUBJECT: INTRODUCTION OF AN ORDINANCE AMENDING TITLE 2 OF THE SEASIDE MUNICIPAL CODE FOR THE PURPOSE OF CORRECTING TYPOS, MISNUMBERED CODE SECTIONS, SENTENCE STRUCTURE, MISSING DEFINITIONS, CLARIFICATIONS AND PROPOSED TEXT AMENDMENTS. IN ACCORDANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES THE PROPOSED AMENDMENTS ARE EXEMPT PER 15061(B)(3) (FIRST READING, ROLL CALL VOTE)

RECOMMENDATION

Conduct the first reading.

BACKGROUND

Title 2 of the Seaside Municipal Code establishes the framework for the city's administrative operations, personnel management, commissions, and regulatory procedures. Recent amendments have been made to ensure clarity, efficiency, and legal compliance. Below is a summary of key changes:

1. City Council (Chapter 2.02)

- Clarified procedural rules for closed sessions
- Clarified retained powers of the City Council to contract and investigate

2. City Manager (Chapter 2.04)

- Enhanced provisions for interim appointments during the City Manager's absence.
- Clarifies the City Manager may be placed on Administrative Leave by the City Council
- Clarifies the relationship between the City Manager's employment contract and the code provisions
- Clarifies that the City Manager's powers are not exclusive
- Reflects the actual practice of the City with respect to administrative investigations
- Provides for action by the City Council when it is determined a conflict of interest exists
- Introduced clearer guidelines on administrative investigations and oversight

3. City Attorney (Chapter 2.06)

- Amendments to harmonize with state law
- Codifies that the City Attorney may access files to discharge duties on any legal matter
- Codifies the existing rights to contract by the City Attorney granted by Resolution 20-87
- Explicitly gives the Council the right to designate additional duties/powers by Resolution
- Technical amendment reflecting the existing staffing

4. Boards and Commissions (Chapter 2.14)

- Revised terms of service for commission members.
- Established a standardized process for appointments and removals.
- Required periodic reporting to the City Council for greater oversight.

5. Personnel System (Chapter 2.44)

- Updated hiring policies to align with state and federal employment regulations.
- Revised employee discipline and grievance procedures.
- Strengthened equal employment opportunity provisions.

6. Conflict of Interest Code (Chapter 2.42)

- Updated financial disclosure requirements for designated employees and officials.
- Improved guidance on recusal and ethical decision-making.

7. Electronic Records & Signatures (Chapter 2.59)

- Added provisions recognizing electronic records and signatures as valid under city procedures.
- Established compliance with the California Uniform Electronic Transactions Act (UETA).

The recommended amendments to Title 2 improve governance, streamline operations, and enhance transparency within the City of Seaside's administration. Adoption of these revisions will support best practices in municipal governance and compliance with state regulations.

FISCAL IMPACT

The proposed amendments are expected to have minimal fiscal impact, with potential cost savings due to increased efficiency in administrative and personnel procedures.

ATTACHMENTS

1. Draft Ordinance Amending Title 2
2. Exhibit A - Proposed Title 2 changes-redline

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**CLARIFYING, AMENDING, AND REVISING TITLE 2, PERSONNEL AND
ADMINISTRATION, OF THE SEASIDE MUNICIPAL CODE**

WHEREAS, the City desires to make technical, typographical, clarifications and modifications to the Seaside Municipal Code to better reflect the past practices and applications of the code; and

WHEREAS, the City has adopted Resolutions that have modified the interpretation and application of the code and these changes are being codified into the code; and

WHEREAS, the City's wishes to better clarify the duties and composition of the Commissions and Committees of the City to ensure quorums are able to be achieved, and that the scopes, duties better reflect the City's current needs, including replacing quarterly reports with workplans.

NOW THEREFORE, the City Council of the City of Seaside, State of California does ordain as follows:

SECTION 1. GENERAL PURPOSE AND FINDINGS

- A. The purpose of this Ordinance is to amend Title 2, Personnel and Administration of the Seaside Municipal Code to clarify, and amend Title 2.

SECTION 2. TEXT AMENDMENTS

New amendments to the existing code are shown in underline, while deletions are shown in strike out. All amendments are shown in Attachment A to this Ordinance. The following Chapters are hereby amended Chapter 2.02, City Council, Chapter 2.04 City Manager, Chapter 2.06 City Attorney, Chapter 2.14 through Chapter 2.37 all relating to Commission and Committees.

SECTION 3. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b))

SECTION 4. SEVERABILITY

- A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are

severable.

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 5. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

INTRODUCED AND PASSED TO PRINT at a Regular meeting of the City Council of the City of Seaside, State of California, on the 20th day of February, 2025.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside, State of California, on the 20th day of February, 2025, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

APPROVED:

Ian Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

DRAFT

Title 2

ADMINISTRATION AND PERSONNEL

Chapters:

- 2.02 City Council**
- 2.04 City Manager**
- 2.06 City Attorney**
- 2.10 *Repealed***
- 2.14 Boards and Commissions and Committees**
- 2.15 City Council Liaisons**
- 2.16 Art and History Commission**
- 2.17 Community Safety Advisory Commission**
- 2.18 Commission on Jobs, Opportunities, and Business in Seaside
(C-JOBS)**
- 2.19 Environmental Commission**
- 2.20 Homeless Commission**
- 2.22 *Repealed***
- 2.24 Neighborhood Improvement Commission**
- 2.26 Planning Commission**
- 2.28 Recreation and Park Commission**
- 2.32 Youth Commission**
- 2.34 Special License and Permit Board**
- 2.37 Transportation Advisory Committee**
- 2.40 Emergency Disaster Council**
- 2.42 Conflict of Interest Code**
- 2.44 Personnel System**
- 2.46 Affirmative Action Plan**
- 2.48 Public Auction of Unclaimed Property**
- 2.49 Disposal of Surplus Items**
- 2.50 Disclosure Upon Sale of Real Property**
- 2.52 Municipal Elections**
- 2.54 Violation of Administrative Provisions**
- 2.56 Administrative Citations**
- 2.58 Administrative Remedies**
- 2.59 Electronic Records and Electronic Signatures**

Chapter 2.02

CITY COUNCIL

Sections:

Article I. Rules of Procedure

- 2.02.010 Applicability – Purpose.
- 2.02.020 Meetings – Regular.
- 2.02.030 Meetings – Adjournment.
- 2.02.040 Meetings – Special.
- 2.02.050 Meetings – Open to public.
- 2.02.060 Meetings – Attendance.
- 2.02.070 Meetings – Quorum.
- 2.02.080 Agenda.
- 2.02.085 Agenda review.
- 2.02.090 Presiding officer – Designated.
- 2.02.100 Presiding officer – Powers and duties.
- 2.02.110 Addressing council – Written correspondence.
- 2.02.120 Addressing council – Right of taxpayers and residents.
- 2.02.130 Addressing council – Manner.
- 2.02.140 Addressing council – Time limit.
- 2.02.150 Debate – Getting the floor.
- 2.02.160 Debate – Questions to staff.
- 2.02.170 Debate – Interruptions.
- 2.02.180 Debate – Points of order and decision of presiding officer.
- 2.02.190 Debate – Point of personal privilege.
- 2.02.200 Decorum and order – Council and city staff.
- 2.02.210 Decorum and order – Audience.
- 2.02.220 Decorum and order – Enforcement.
- 2.02.230 Failure to observe rules of order.
- 2.02.240 Motions – Presentation.
- 2.02.250 Motions – Second required.
- 2.02.260 Motions – Order of precedence.
- 2.02.270 Motions – Purpose and criteria.
- 2.02.280 Vote – Procedure.
- 2.02.290 Vote – Change.
- 2.02.300 Vote – Failure.
- 2.02.310 Vote – Conflict of interest.
- 2.02.320 Vote – Reconsideration and rescission of prior action.
- 2.02.330 Minutes – Preparation.
- 2.02.340 Minutes – Hearings.
- 2.02.350 Minutes – Reading.
- 2.02.360 Ordinances, resolutions and contracts – Preparation.
- 2.02.370 Ordinances, resolutions and contracts – Prior approval by administrative staff
- 2.02.375 Retained Power to Contract – No approval by administrative staff
- 2.02.376 Retained Power to Investigate
- 2.02.380 Enactment of ordinances.
- 2.02.390 Adoption of resolutions.
- 2.02.400 Hearings – Application – Definition.
- 2.02.410 Hearings – Rights of interested persons.
- 2.02.420 Hearings – Presentation of evidence.
- 2.02.430 Hearings – Evidence outside council chambers.
- 2.02.440 Hearings – Continuances.
- 2.02.450 Hearings – Decisions.

2.02.460 Hearings – Record.

Article II. General Regulations

2.02.470 Notification upon absence of member from city.
2.02.480 Disclosure of confidential communication prohibited.
2.02.490 Compensation.

Article I. Rules of Procedure

2.02.010 Applicability – Purpose.

The rules of procedure set forth in SMC 2.02.020 through 2.02.460 are applicable to city council meetings and hearings and are intended to apply as well, insofar as possible, to the meetings and hearings of all city boards and commissions. These rules are intended to implement the basic proposition, applicable to Seaside and to other general law cities of the state, that each member of the city council has one vote and that the duties and powers of the city council are vested in the city council as a body and not in the individual mayor and council member acting separately. Additionally, these rules are intended to facilitate and expedite the work of the city council and to insure that the will of the majority is effectively translated into the city council action without undue hindrance or obstruction. The city operates under the council-manager form of the government under which the city council establishes fundamental policy but deals with matters of personnel and policy implementation through the city manager and not through direct contact with subordinate city employees. These rules are intended to expedite the aforesaid principles and insure their proper application. (Ord. 1034 § 3, 2017; Ord. 382, 1970; prior code § 1-200(Preamble))

2.02.020 Meetings – Regular.

The city council shall hold regular meetings on the first and third Thursday of each month at five p.m. or a time subsequently to be established by resolution; provided, that when the day fixed for any regular meeting falls upon a day designated by law as a legal or national holiday, such meeting shall be held on the next succeeding day not a holiday, or on such other day as may be designated by the city council, in the council chambers of the City Hall, 440 Harcourt Avenue, Seaside, or at such other place within the city limits to which the meeting may be adjourned. If by reason of fire, flood, or other emergency, it is unsafe to meet in the City Hall, the meetings may be held for the duration of the emergency at such other place as is designated by the mayor or by three members of the city council. Except by an affirmative majority vote of the city council, no agenda items shall be taken up after ten-thirty p.m. (Ord. 2004 § 3, 2021; Ord. 880 § 2, 1999; Ord. 551 § 1, 1980; Ord. 538 § 1, 1979; Ord. 519 § 1, 1978; Ord. 498, 1977; Ord. 480, 1977; Ord. 448, 1974; Ord. 382, 1970; prior code § 1-200(A-1))

2.02.030 Meetings – Adjournment.

Any meetings may be adjourned at a time, place, and date certain, but not beyond the next regular meeting. Once adjourned, the meeting may not be reconvened unless there is unanimous consent of the council. (Ord. 382, 1970; prior code § 1-200 (A-2))

2.02.040 Meetings – Special.

Special meetings may be called at any time by the mayor, or by three members of the city council, by causing notice to be delivered personally to the city manager, assistant city manager, or deputy city clerk, who shall in turn notify each councilmember and each local newspaper of general circulation twenty-four hours before the time of such meetings as specified in the notice. The call and notice shall specify the time and place of the special meetings and the business to be transacted. No other business shall be considered at such meetings. Such written notice may be dispensed with as to any councilmember who at or prior to the time the meeting convenes files with the city clerk a written waiver of notice. Such waiver may be provided electronically. Such written notice may also be dispensed with as to any councilmember who is actually present at the meeting at the time it convenes. (Ord. 1034 § 3, 2017; Ord. 382, 1970; prior code § 1-200(A-3))

2.02.050 Meetings – Open to public.

A. All regular, adjourned, and special meetings of the city council shall be open and public; provided, however, the city council may hold executive sessions from which the public may be excluded for any matter or subject for which the Brown Act provides may be hearing in executive closed session, including but not limited to the consideration of the following subjects:

1. Personnel Matters. To consider appointment, employment, or dismissal of a public officer, person or employee, salaries, fringe benefits and working conditions, or to hear complaints or charges brought against an officer or employee unless such officer or employee requests a public hearing. The council may exclude from any such executive session during the examination of a witness any or all other witnesses in the matter being investigated;

2. Attorney-Client Matters. To consider proposed or pending litigation or property acquisition or disposition to which the city is a party;

B. Divulgence Prohibited. No member of the city council or other persons shall divulge any matter considered or heard at an executive session. It is the policy of the law as expressed in the Ralph M. Brown Act that public business shall be conducted in public so that the people may know the details of the deliberations of public bodies. All public bodies of the city, including the city council, boards and commissions, shall conduct all of their deliberations in public except as specified in this chapter, which said exceptions are required to protect the public interest where disclosure would be harmful to the public interest.

Unless excused by the city council, the following staff members shall be present during executive sessions: city manager and city attorney. (Ord. 382, 1970; prior code § 1-200(A-4))

2.02.060 Meetings – Attendance.

Councilmembers are expected to attend all meetings of the city council. If a councilmember absents himself without permission from all regular city council meetings for sixty days consecutively from the last regular meeting he attends, his office becomes vacant and shall be filled as any other vacancy. (Ord. 382, 1970; prior code § 1-200(A-5))

2.02.070 Meetings – Quorum.

Three members of the council shall constitute a quorum and shall be sufficient to transact regular business. If less than three councilmembers appear at a regular meeting, any member, or if all members are absent, the city clerk, shall adjourn the meeting to a stated day and hour. The clerk shall cause a written notice of the adjournment to be delivered personally to each councilmember at least three hours before the adjourned meeting. In the absence of a quorum, the presiding officer shall, at the insistence of any two members present, compel the attendance of absent members. (Ord. 382, 1970; prior code § 1-200(A-6))

2.02.080 Agenda.

An agenda shall be prepared for each regular and special meeting of the city council containing the specific items of business to be transacted. Items may be placed on the agenda by: (A) any council member upon oral request made during the previous regular city council meeting, (B) majority vote of the city council at a regularly scheduled city council meeting after any council member makes a request to place an item on the agenda any time after the previous regular city council meeting, up to seventy-two hours prior to the next regular city council meeting, or (C) by the city manager or city attorney. (Ord. 1085 § 3, 2020)

2.02.085 Agenda review.

The draft agenda may be reviewed by the mayor and mayor pro tem prior to the publication of the agenda in order to facilitate the proper sequencing of items and time management of the city council meeting. The city attorney may remove any item from the agenda where they determine there is a significant risk of litigation or liability to the city. Said removal shall be disclosed to the city council in a closed session. (Ord. 1085 § 3, 2020)

2.02.090 Presiding officer – Designated.

The mayor shall be the presiding officer at all meetings of the city council. In the absence of the mayor, the mayor pro tempore shall preside. In the absence of both the mayor and mayor pro tempore, the city clerk shall call the council to order, whereupon a temporary presiding officer shall be elected by the councilmembers present to serve until the arrival of the mayor or mayor pro tempore or until adjournment. (Ord. 382, 1970; prior code § 1-200(C-1))

2.02.100 Presiding officer – Powers and duties.

Robert's Rules of Order, current edition, shall govern in all matters not specifically provided for in this section. The presiding officer shall have the following powers and duties:

A. Participation. The presiding officer may move, second, debate, and vote from the chair. He shall not be deprived of any of the rights and privileges of a councilmember, by reason of his acting as presiding officer.

B. Questions to Be Stated. The presiding officer or such member of the city staff as he may designate may verbally restate each question immediately prior to calling for the vote. Following the vote, the presiding officer shall announce whether the question carried or was defeated. The presiding officer in his discretion may publicly explain the effect of a vote for the audience, or he may direct a member of the city staff to do so, before proceeding to the next item of business.

C. Maintaining Order and Decorum. The presiding officer shall be responsible for the maintenance of order and decorum at all meetings. He shall decide all questions of order subject, however, to an appeal to the council. In the event of an appeal, the city attorney shall act as parliamentarian and advise the council on the subject matter of the appeal. A majority vote shall decide appeals on questions of order.

D. Signing of Documents. The presiding officer shall sign all ordinances, resolutions, contracts, and other documents necessitating his signature which were adopted in his presence, unless he is unavailable, in which case an alternate presiding officer may sign such documents.

E. Appointment of Committees. The majority of the council shall appoint such committees of councilmembers, city staff and private citizens or a combination thereof as they deem necessary and expedient to assist and advise the council in its work. They may appoint an unofficial advisory committee (ad hoc).

Subcommittees of councilmembers shall only be established to address specific issues to do specific tasks and shall only exist for a specified length of time. The life of council subcommittees may be extended if necessary by a vote of the council. (Ord. 502 § 3, 1977; Ord. 382, 1970; prior code § 1-200(C-2))

2.02.110 Addressing council – Written correspondence.

The city manager is authorized to receive and open all mail addressed to the city council and he shall give it immediate attention to the end that all administrative business referred to in said communications and not necessarily requiring council action may be disposed of between council meetings; provided, that all communication and any action taken pursuant thereto shall be reported to the city council. Any communication requiring council action shall be placed upon the agenda for the next regular meeting together with a separate report and recommendation by the city staff. All correspondence shall be answered or acknowledged as soon as practicable. (Ord. 612 § 1 (Appx. A (1)), 1982; Ord. 382, 1970; prior code § 1-200(D-1))

2.02.120 Addressing council – Right of taxpayers and residents.

Subject to the provisions of SMC 2.02.130 and 2.02.140, any taxpayer or resident of the city shall have the absolute right to address the council during consideration of items under the following headings of business:

A. Public Hearings. Interested persons or their authorized representatives may address the council, while a matter is open to public hearing, in regard to remarks or questions relevant to the matter under consideration.

B. Communications. Any person or his legal representatives may address the council by oral communication on any matter over which the council has control; provided, however, that preference shall be given to taxpayers or residents of the city and that additional preference shall be given to those persons who may have notified the city clerk in advance of their desire to speak in order that the same may appear on the agenda of the council. Persons making oral communications within the rules of this section shall not be interrupted during their presentation, nor shall any member of the city council respond during the period allowed for oral communications. City councilmembers may respond, as a matter of personal privilege, following conclusions of oral communications. (Ord. 382, 1970; prior code § 1-200(D-2))

2.02.130 Addressing council – Manner.

Any person desiring to address the council shall stand and wait to be recognized by the presiding officer. After being recognized, he shall proceed to the podium, state his name and address for the record and proceed to address the council. All remarks and questions shall be addressed to the council as a whole and not to any particular member of the council or member of the city staff without first obtaining permission of the presiding officer. (Ord. 382, 1970; prior code § 1-200(D-3))

2.02.140 Addressing council – Time limit.

The presiding officer may limit the length of time of those persons wishing to address the council only when the amount of council business warrants such limitation. A majority of the city council may override the decision of the presiding officer. When any group of persons wishes to address the council on the same subject matter, the presiding officer may request that a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. (Ord. 502 § 4, 1977; Ord. 382, 1970; prior code § 1-200(D-4))

2.02.150 Debate – Getting the floor.

Every councilmember desiring to speak shall first address the chair, gain recognition by the presiding officer, and shall confine himself to the question under debate. (Ord. 382, 1970; prior code § 1-200(E-1))

2.02.160 Debate – Questions to staff.

Every councilmember desiring to question the city staff shall, after recognition by the presiding officer, address his questions to the city manager, or the city attorney. In the case of the city manager, he shall be entitled either to answer the inquiry himself or to designate a member of his staff for that purpose. (Ord. 382, 1970; prior code § 1-200(E-2))

2.02.170 Debate – Interruptions.

A councilmember, once recognized, shall not be interrupted when speaking unless called to order by the presiding officer, unless a point of order or personal privilege is raised by another councilmember, or unless the speaker chooses to yield to a question by another councilmember. If a councilmember, while speaking, is called to order, he shall cease speaking until the question of order is determined and, if determined to be in order, he may proceed. Members of the city staff after recognition by the presiding officer shall hold the floor until completion of their remarks or until recognition is withdrawn by the presiding officer. (Ord. 382, 1970; prior code § 1-200(E-3))

2.02.180 Debate – Points of order and decision of presiding officer.

The presiding officer shall determine all points of order and other decisions subject to the right of any councilmember to appeal to the council. He may request an opinion of the city attorney in making such determination. If an appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained?" Council decision shall conclusively determine such question of order and other decisions. (Ord. 382, 1970; prior code § 1-200(E-4))

2.02.190 Debate – Point of personal privilege.

The right of a councilmember to address the council on a question of personal privilege shall be limited to cases in which his integrity, character or motives are questioned or where the welfare of the council is concerned. A councilmember raising a point of personal privilege may interrupt another councilmember who has the floor subject only to the power of the presiding officer to call him out of order. (Ord. 382, 1970; prior code § 1-200(E-5))

2.02.200 Decorum and order – Council and city staff.

While the council is in session, the councilmembers and city staff shall preserve order and decorum, or the majority of the council. A member shall neither by conversation or otherwise delay or interrupt the proceedings or the peace of the council, nor disturb any member while speaking or refuse to obey the directives of the presiding officer. (Ord. 382, 1970; prior code § 1-200(E-7))

2.02.210 Decorum and order – Audience.

Public members attending council meetings shall observe the same rules of order and decorum applicable to the council staff. Any person making personal, impertinent and slanderous remarks or who becomes boisterous while addressing the council or while attending the council meeting shall be removed from the room if the sergeant-at-arms is so directed by the presiding officer or the majority of the council, and such person may be barred from further audience before the council. Unauthorized remarks from the audience, stamping feet, whistles, yells, and similar demonstrations shall not be permitted by the presiding officer, who shall direct the sergeant-at-arms to remove such offenders from the room. Aggravated cases shall be prosecuted on appropriate complaint signed by the presiding officer or a councilmember. (Ord. 382, 1970; prior code § 1-200(E-8))

2.02.220 Decorum and order – Enforcement.

The chief of police, or such member of the police department as he may designate, shall be sergeant-at-arms of the city council and he shall attend meetings at the request of the presiding officer, city manager or city council. He

shall be available to respond to all meetings immediately upon call. He shall carry out all orders given by the presiding officer or council for the purpose of maintaining order and decorum at the council meetings. Any councilmember may move to require the presiding officer to enforce the rules and the affirmative vote of a majority of the councilmembers present shall require him to do so. (Ord. 382, 1970; prior code § 1-200(E-9))

2.02.230 Failure to observe rules of order.

Rules adopted to expedite the transaction of the business of the council in an orderly fashion are deemed to be procedural only and the failure to strictly observe such rules shall not affect the jurisdiction of the council or invalidate any action taken at a meeting that is otherwise held in conformity with law. (Ord. 382, 1970; prior code § 1-200(E-10))

2.02.240 Motions – Presentation.

A motion is the formal statement of a proposal or question to the council for consideration and action. Every councilmember has the right to present a motion, and the councilman moving the adoption of an ordinance or resolution shall have the privilege of closing the debate. (Ord. 382, 1970; prior code § 1-200(F-1))

2.02.250 Motions – Second required.

A motion by any councilmember shall not be considered by the council and voted upon without receiving a second. (Ord. 382, 1970; prior code § 1-200(F-2))

2.02.260 Motions – Order of precedence.

A. When a main motion is before the council, no motion shall be entertained except the following which shall have precedence, one over the other, in the following order:

1. Adjourn;
2. Recess;
3. Postpone temporarily or definitely (table);
4. Previous question;
5. Limit or extend debate;
6. Refer to committee or staff;
7. Amend;
8. Postpone indefinitely.

B. The above order of preference is subject to the following restrictions:

1. A motion shall not be repeated without intervening business or discussion.
2. A motion shall not be in order when the previous question has been ordered.
3. A motion shall not be in order while a vote is being taken. (Ord. 382, 1970; prior code § 1-200(F-3))

2.02.270 Motions – Purpose and criteria.

The purpose and salient criteria of the motions listed in SMC 2.02.260 is as follows:

A. Motion to Adjourn.

1. Purpose: to terminate a meeting;
2. Debatable or amendable: no, except a motion to adjourn to another time is debatable and amendable as to the time to which the meeting is to be adjourned;

B. Motion to Recess.

1. Purpose: to permit an interlude in the meeting and to set a definite time for continuing the meeting;
2. Debatable or amendable: yes, but restricted as to time or duration of recess;

C. Motion to Postpone Temporarily.

1. Purpose: to set aside, on a temporary basis, a pending main motion; provided, that it may be taken up again for consideration during the current meeting or at the next regular meeting. It is also referred to as a motion to lay on the table;
2. Debatable or amendable: it is debatable but not amendable;

D. Motion for Previous Question.

1. Purpose: to prevent or stop discussion on the pending question or questions and to bring such question or questions to vote immediately. If the motion fails, discussion shall continue. If the motion passes, a vote shall be taken on the pending motion or motions;
2. Debatable or amendable: no;

E. Motion to Limit or Extend Debate.

1. Purpose: to limit or determine the time that will be devoted to discussion of a pending motion or to extend or remove limitations already imposed on its discussion;
2. Debatable or amendable: not debatable; amendments are restricted to a period of time of the proposed limit or extension;

F. Motion to Refer to Committee or Staff.

1. Purpose: to refer the question before the council to a committee or to the city staff for the purpose of investigating or studying the proposal and to make a report back to the council. If the motion fails, discussion or vote on the question resumes;
2. Debatable or amendable: yes;

G. Amend.

1. Purpose: to modify or change a motion that is being considered by the council so that it will express more satisfactorily the will of the members. If the motion fails, discussion or vote on the main motion resumes. If the motion passes, then the main motion should be voted on as amended;
2. Debatable or amendable: it is debatable unless applied to an undebatable main motion. It is amendable;

H. Postpone Indefinitely.

1. Purpose: to prevent further discussion and voting on the main motion. If the motion fails, discussion and voting on the main motion resumes. If it passes, the subject of main motion shall not be brought up again for the remainder of the meeting or the next regular meeting;
2. Debatable or amendable: it is debatable but not amendable;

I. Main Motion.

1. Purpose: the primary proposal or question before the council for discussion and decision;
2. Debatable or amendable: yes. (Ord. 382, 1970; prior code § 1-200(F-4))

2.02.280 Vote – Procedure.

A. When any motion is in order for the question, a vote thereon shall be taken by voice or roll call and entered in full upon the record. Motions may be passed by a simple majority of the members present at a properly quorumed meeting (two votes sufficient if only three members present), except that the following matters shall always require three affirmative votes:

1. Adoption of ordinances;
2. Resolutions granting franchises;
3. Orders for payment of money.

B. A roll call vote shall be used for the above enactments. All other motions shall not require a roll call vote unless demanded by a councilmember before the negative has been put. It shall not be in order for members to explain their vote during the roll call. (Ord. 382, 1970; prior code § 1-200(G-1))

2.02.290 Vote – Change.

A member may change his vote only if he makes a timely request to do so immediately following the announcement of the vote by the city clerk and prior to the time that the next item in the order of business is taken up. (Ord. 612 § 1 (Appx. A (2)), 1982; Ord. 382, 1970; prior code § 1-200(G-2))

2.02.300 Vote – Failure.

Every member should vote unless disqualified for cause accepted by vote of the council or by opinion of the city attorney. Self-disqualification, without approval, which results in a tie vote shall be avoided as thwarting council action, but no councilmember shall be forced to vote. A councilmember who abstains shall in effect consent that a majority of the quorum may act for him. Tie votes shall be lost motions and may be reconsidered. (Ord. 382, 1970; prior code § 1-200(G-3))

2.02.310 Vote – Conflict of interest.

Any councilmember who has a direct personal financial interest in any matter coming before the city council shall disclose said interest and shall disqualify himself from discussing or voting on said matter. Where it is not clear whether such interest is of a disqualifying nature, the councilmember shall state the facts of the matter to the city attorney and request an opinion thereon prior to the meeting. (Ord. 382, 1970; prior code § 1-200(G-4))

2.02.320 Vote – Reconsideration and rescission of prior action.

After motion and vote by the council, such action may be reconsidered or rescinded only in the following manner:

A. Reconsideration. A motion to set aside a vote to reconsider a main motion shall always be in order at the same meeting. The motion to reconsider is amendable and debatable. Such motion can be made by any councilmember regardless of how he previously voted on the matter. If the motion to reconsider passes, the effect thereof is to overrule and cancel the prior action.

B. Rescission. A motion to rescind (repeal, cancel, nullify) prior council action on a main motion shall be in order at any meeting of the council. The effect of rescinding prior council action shall operate prospectively only and not retroactively to the date of the original action. That is, it shall not operate to adversely affect intervening legal rights which create an estoppel situation.

C. Lost Motions. A lost motion is one that fails to receive the necessary number of votes to carry. Tie votes result in a lost motion. Three affirmative votes shall be required to place a lost motion back on the agenda for council consideration. To revive a lost motion at the same meeting, the proper action is a motion to reconsider as discussed in subsection A of this section. (Ord. 778 § 2, 1990; Ord. 382, 1970; prior code § 1-200(G-5))

2.02.330 Minutes – Preparation.

A. The minutes shall consist of a clear and concise statement of each and every council action including the motions made and the vote thereon. Reasons for making a motion, or voting, council debate and audience reaction may be included if considered to be particularly relevant or otherwise necessary, by the city clerk in the first instance and by

the council in the final instance. The city clerk shall have exclusive responsibility for preparation of the minutes, and any directions for changes in the minutes shall be made only by action of the city council.

B. The minutes prepared by the city clerk shall be the official minutes of the city and shall be maintained in accordance with state law. The city clerk shall also cause to have made a recording of all council meetings, and said recordings shall be maintained by the city clerk according to the adopted record retention schedule. (Ord. 1034 § 3, 2017; Ord. 502 § 5, 1977; Ord. 382, 1970; prior code § 1-200(H-1))

2.02.340 Minutes – Hearings.

Whenever the council acts in a quasi-judicial proceeding, such as hearings as defined in SMC 2.02.400, the minutes shall contain a synopsis of all evidence considered in the hearing including statements of persons addressing the council. (Ord. 382, 1970; prior code § 1-200(H-2))

2.02.350 Minutes – Reading.

Unless the reading of the minutes of a council meeting is ordered by a majority vote of the council, such minutes may be approved without reading if the city clerk has previously furnished each councilmember with a copy. (Ord. 382, 1970; prior code § 1-200(H-3))

2.02.360 Ordinances, resolutions and contracts – Preparation.

A. Ordinances. All ordinances shall be prepared by the city attorney and shall be presented to the council only when ordered by the council, a member of the city council, or city manager, or prepared by the city attorney on his own initiative.

B. Resolutions. It shall be considered best practice to have all resolutions prepared by the city attorney; however, resolutions may be prepared for submission by an individual, group or organization. In matters of urgency a resolution may be presented verbally in motion form together with instructions for written preparation for later execution. Urgency resolutions shall be avoided except when absolutely necessary and shall be avoided entirely when such resolutions are required by law.

C. Contracts. All contracts shall be prepared or approved by the city attorney and shall be presented to the council only when ordered by the council, or submitted by the mayor, city manager, or city attorney. (Ord. 382, 1970; prior code § 1-200(I-1))

2.02.370 Ordinances, resolutions and contracts – Prior approval by administrative staff.

Except as provided in Section 2.02.375, all ordinances, resolutions and contract documents shall, before presentation to the council, have been approved as to form and legality by the city attorney and shall have been examined and approved for administration by the city manager, or his authorized representative, where there are substantive matters of administration involved. (Ord. 382, 1970; prior code § 1-200(I-2))

2.02.375 Retained power to contract – No Approval by administrative staff. The City Council, without requiring the consent, approval or review of the City Manager or administrative staff hereby reserves its right to contract, including retention of special legal counsel, investigators and any other matter that they deem necessary to ensure they are discharging their duties. The Mayor shall be empowered to execute contracts deemed necessary for any matter the City Council deems necessary.

2.02.376 Retained power to Investigate. The City Council, reserves to itself the right to investigate any affair of the City, including investigate any employee it directly hires, such as City Attorney or the City Manager, and in the instance of any conflicts of interest or bias of its direct hires any other employee or matter in the City. Any special counsel retained by the City Council shall be empowered to access city documents, files and other records without approval of the City Manager, deemed necessary by the special counsel including but not limited to the issuance of any notice of an administrative investigation to any employee of the City.

2.02.380 Enactment of ordinances.

A. Introduction. Ordinances shall be introduced for first reading by motion. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular or adjourned regular meeting held at least five days after alteration. Corrections or typographical or clerical errors are not considered alterations.

B. Adoption. Ordinances shall be adopted (second reading) by motion and roll call vote. Ordinances shall not be adopted within five days of their introduction, nor at other than a regular or adjourned regular meeting.

C. Reading. Except upon request by any councilmember present that an ordinance be read in its entirety, all ordinances shall be read by title only.

D. Urgency Ordinance. An urgency ordinance is an ordinance for the immediate preservation of the public peace, health or safety of the city. It may be passed immediately upon introduction and either at a regular meeting or special meeting. It must declare the facts constituting the urgency and it shall be passed by four affirmative votes.

E. Publication. At least five days prior to the city council meeting at which a proposed ordinance or amendment or alteration thereto is to be adopted, a summary of the proposed ordinance or amendment shall be published in a newspaper of general circulation and a certified copy of the full text of the proposed ordinance or amendment shall be available in the office of the city clerk. The city clerk shall be responsible for preparing each summary. Within fifteen days after the adoption of the ordinance or amendment, the city clerk shall publish a summary of the ordinance or amendment with the names of those city council members voting for and against. The city clerk shall also make available in the office of the city clerk a certified copy of the full text of such adopted ordinance or amendment along with the names of those city council members voting for and against the ordinance or amendment.

F. Effective Date. Ordinances take effect thirty days after their final passage. An ordinance takes effect immediately if it is an ordinance:

1. Relating to an election;
2. Of an urgent nature;
3. Relating to street improvement proceedings;
4. Relating to taxes for the usual and current expenses of the city;
5. Covered by particular provisions of law prescribing the manner of its passage and adoption. (Ord. 1034 § 3, 2017; Ord. 721 § 1, 1987; Ord. 601 § II(6), 1982; Ord. 382, 1970; prior code § 1-200(I-3))

2.02.390 Adoption of resolutions.

Resolutions may be adopted by motion on the date they are first presented to the council. It is not required that resolutions be read, either in full or by title only. (Ord. 382, 1970; prior code § 1-200(I-4))

2.02.400 Hearings – Application – Definition.

The procedural rules set forth in SMC 2.02.410 through 2.02.460 shall apply to all hearings before the city council. As used in this chapter, the term “hearing” includes all public hearings required by state law or city ordinance, and proceedings for the revocation, suspension or reinstatement of permits, licenses and franchises. (Ord. 715 § 1 (Exh. A(1)), 1987; Ord. 382, 1970; prior code § 1-200(J-1))

2.02.410 Hearings – Rights of interested persons.

On the date and at the time and place designated in the notice, the council shall afford any interested person or his authorized representative, or both, the opportunity to examine and cross-examine witnesses, to present documentary evidence, to present statements, arguments, or contentions orally and/or in writing, subject to the rules on addressing the council and rules hereinafter stated. (Ord. 382, 1970; prior code § 1-200(J-2))

2.02.420 Hearings – Presentation of evidence.

A. Oral Evidence. All oral statements which are relevant to the subject matter of the hearing may be considered by the council. Oral evidence may be taken on oath or affirmation, at the request of any interested party or his authorized representative.

B. Exhibits and Documents. Exhibits and documents used by the city staff and any persons participating in the hearing may be considered as evidence.

C. Communications and Petitions. All communications and petitions concerning the subject matter of the hearing shall be read aloud either in full or by synopsis thereof; provided, that a reading in full shall be had at the request of any councilmember. All such communications and petitions may be considered as evidence by the council.

D. Staff Reports. Whenever practicable, a written staff report shall be prepared and read aloud as part of the staff presentation. The report shall be considered as evidence.

E. Large Maps and Displays. Large maps and displays presented for use at the hearing shall, whenever practicable, be displayed in full view of the participants and the audience. The maps or displays, or authentic reductions thereof, may be considered as evidence.

F. Admissible Evidence. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a decision unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded. (Ord. 382, 1970; prior code § 1-200(J-3))

2.02.430 Hearings – Evidence outside council chambers.

Any evidence taken outside the council chambers such as field trips, views of the premises and discussions with individuals shall not be considered by the council in reaching its decision except under the following circumstances:

A. When, during the hearing, the meeting is adjourned to a date, place and time certain for the specific purpose of taking visual or demonstrative evidence, such evidence may be considered; or

B. With the consent, either oral or written, of all interested persons, or their authorized representatives, appearing at the hearing, individual members of the council may take visual or demonstrative evidence outside the council chambers; provided, that the hearing shall be continued to a date and time certain and upon reconvening in chambers each councilmember shall orally report his observations of such outside evidence taken and he shall be subject to examination thereon by any interested person or his authorized representative. (Ord. 382, 1970; prior code § 1-200(J-4))

2.02.440 Hearings – Continuances.

Any hearing being held, or noticed or ordered to be held by the council, may, by minute action, be continued to any subsequent regular or adjourned meeting of the council; provided, that if the hearing is continued to a time less than twenty-four hours after the time specified in the order on notice of hearing, a copy of the order or notice of continuance shall be posted outside the council chamber forthwith following the meeting at which the order of continuance was made. (Ord. 382, 1970; prior code § 1-200(J-5))

2.02.450 Hearings – Decisions.

The council shall consider all evidence properly presented in accordance with the rules stated in this chapter and, unless otherwise provided by law, shall render a decision or determination on the matter within forty days of the close of the hearing. Said decisions or determination shall be by motion made and action taken thereon at a regular or adjourned meeting of the council. Any councilmember who was not present during the entire hearing or who, in the opinion of the city attorney, has a substantial conflict of interest in the matter, shall disqualify himself from discussing or voting on the matter. (Ord. 382, 1970; prior code § 1-200(J-6))

2.02.460 Hearings – Record.

A verbatim mechanical recording shall be made of the oral evidence presented at the hearing. Said recording, together with all documents, maps, exhibits and displays admitted into evidence, shall be retained by the city clerk in accordance with the record retention schedule. In lieu of retaining the recording, the city clerk may prepare a typewritten transcript thereof which shall be retained for the same period of time. The recording or transcript and

evidentiary documents shall be made available for public inspection and use at reasonable time and under such reasonable conditions as may be prescribed by the city clerk. (Ord. 1034 § 3, 2017; Ord. 382, 1970; prior code § 1-200(J-7))

Article II. General Regulations

2.02.470 Notification upon absence of member from city.

Any member of the city council who shall absent himself from the city for a period of seventy-two hours or more shall notify the mayor or mayor pro tem, city manager and secretary to the city council of a telephone number where said member may be contacted. (Ord. 585 § 1, 1981; prior code § 1-1002)

2.02.480 Disclosure of confidential communication prohibited.

A. It is unlawful for any person who is present at a duly held closed session of the city council to reveal or disclose any confidential communication or information discussed during such closed session; provided, however, that disclosure made with the authorization of the city council and to further the interests of the city council relative to matters which were the subject of a closed session shall be proper and lawful.

B. Violation of this section is an infraction, punishable by a fine of not more than fifty dollars for the first violation, of not more than one hundred dollars for the second violation within one year, and not more than two hundred fifty dollars for each additional violation within one year. (Ord. 589 § II(33), 1981; Ord. 584 § 1, 1981)

2.02.490 Compensation.

Each member of the city council shall receive a salary of four hundred dollars per month. (Ord. 703 § 1, 1986)

Chapter 2.04

~~CITY MANAGER~~

~~CITY MANAGER~~

Sections:—

- 2.04.010 Office created.—
- 2.04.030 Eligibility.—
- 2.04.050 Temporary manager.—
- 2.04.060 Compensation.—
- 2.04.070 Removal – Council action.—
- 2.04.080 Removal – Hearing.—
- 2.04.090 Removal – Suspension pending hearing.—
- 2.04.100 Removal – Discretion of council.—
- 2.04.110 Removal – Limitation.—
- 2.04.120 Powers and duties generally.—
- 2.04.130 Law enforcement.—
- 2.04.140 Authority over employees.—
- 2.04.150 Power of appointment.—
- 2.04.160 Reorganization of offices.—
- 2.04.170 Ordinances.—
- 2.04.180 Attendance at council meetings.—
- 2.04.190 Financial reports.—
- 2.04.200 Budget.—
- 2.04.210 *Repealed.*—
- 2.04.220 Investigation of city affairs.—
- 2.04.230 Investigation of public utility and franchise services.—
- 2.04.240 Supervision of public buildings and property.—
- 2.04.250 Hours of employment.—
- 2.04.260 Additional duties.—
- 2.04.270 Council-manager relations.—
- 2.04.280 Department cooperation.—
- 2.04.290 Attendance at commission meetings.—
- 2.04.300 Chief administrative officer.—
- 2.04.310 City clerk.—

2.04.010— Office created.—

The office of the city manager of the city is created and established. The city manager shall be appointed by the city council wholly on the basis of his administrative and executive ability and qualifications and shall hold office for and during the pleasure of the city council.—(Ord. 106, 1957; prior code § 1-601)—

2.04.030— Eligibility.—

No person elected as a councilman of the city shall, subsequent to such election, be eligible for appointment as city manager until one year has elapsed after such councilmember shall have ceased to be a member of the city council. (Ord. 106, 1957; prior code § 1-603)—

2.04.050— Temporary manager.—

The city manager may appoint one of the other officers or department heads of the city to serve as manager pro tempore during any city-manager initiated absence for more than 24-hours, including but not limited to vacation, out of area conferences or similar short term absences. The city manager shall appoint one of the other officers or department heads of the city to serve as manager pro tempore during any temporary absence or disability of the city manager. In case of the absence or disability of the city manager for

longer than thirty (30) days, his failure to appoint a manager pro tempore, or an absence caused by a Council-initiated investigation into the City Manager, —and his failure to so appoint a manager pro tempore, the city council may designate some qualified city employee ~~or other contract person~~ to perform the duties of the city manager during the period of absence, __ or disability of the city manager. (Ord. 1034 § 3, 2017; Ord. 106, 1957; prior code § 1-605)

~~1957; prior code § 1-605)~~

2.04.060 Compensation.—

~~A.~~ A. The city manager shall receive such compensation and expense allowances as the city council shall from time to time determine and fix by resolution, and the compensation and expenses shall be a proper charge against such funds of the city as the city council shall designate.—

~~B.~~ B. The city manager shall be reimbursed for all sums necessarily incurred or paid by him in the performance of his duties or incurred when traveling on business pertaining to the city under direction of the city council.

Reimbursement shall only be made, however, when a verified itemized claim, setting forth the sums expended for such business for which reimbursement is requested, has been presented to the city council for approval. (Ord. 106, 1957; prior code § 1-606)—

2.04.070— Removal – Council action.—

~~Except as otherwise provided by contract, the~~ The removal of the city manager shall be only upon a three-member vote of the whole council in the city in regular council meeting, subject, however, to the provisions of SMC 2.04.080 through 2.04.110. ~~Except as otherwise provided by contract or upon placement of the City Manager on administrative leave,,~~ In case of his intended removal by the city council, the city manager shall be furnished with a written notice stating the council's intention to remove him and the reason therefor, at least thirty days before the effective date of his removal. In the instance of administrative leave, the notice will take effect as described in the notice signed by the Mayor or other presiding officer and may be effective immediately.—(Ord. 106, 1957; prior code § 1-625)—

2.04.080— Removal – Hearing.—

Except as otherwise provided for by contract, within ~~Within~~ seven days after the delivery to the city manager of such notice he may, by written notification to the city clerk, request a hearing before the city council. Thereafter, the city council shall fix a time for the hearing which shall be held at its usual meeting place, but before the expiration of the thirty-day period, at which the city manager shall appear and be heard, with or without counsel. (Ord. 106, 1957; prior code § 1-626)—

2.04.090— Removal – Suspension pending hearing.—

After furnishing the city manager with written notice of intended removal or pending administrative investigation, the city council may suspend him from duty, but his compensation shall continue until his removal by resolution of the council passed subsequent to the aforesaid hearing. (Ord. 106, 1957; prior code § 1-627)—

2.04.100— Removal – Discretion of council.—

In removing the city manager, the city council shall use its uncontrolled discretion and its action shall be final and shall not depend upon any particular showing or degree of proof at the hearing, the purpose of which is to allow the city manager to present to the city council his grounds of opposition to his removal prior to its action. (Ord. 106, 1957; prior code § 1-628)—

2.04.110— Removal – Limitation.—

Notwithstanding the provisions of this chapter hereinbefore enumerated, the city manager or the city attorney shall not be removed from office during or within a period of one hundred eighty days next succeeding any general municipal election held in the city at which election a member of the city council is elected. The purpose of this provision is to allow any newly elected member of the city council or a reorganized city council to observe the actions and ability of the city manager or the city attorney in the performance of the powers and duties of their

offices. After the expiration of the one-hundred-eighty-day period mentioned in this section, the provisions of SMC 2.04.100 as to the removal of the city manager or the city attorney shall apply and be effective. (Ord. 589 § II(2), 1981; Ord. 372, 1970; Ord. 297, 1966; Ord. 106, 1957; prior code § 1-629)–

2.04.120– Powers and duties generally.–

The city manager shall be the administrative head of the government of the city under the direction and control of the city council, except as otherwise provided in this chapterTitle. He shall be responsible for the efficient administration of all the affairs of the city which are under his control. In addition to his general powers as administrative head, and not as a limitation thereof, it shall be his duty and he shall have the powers set forth in SMC 2.04.130 through 2.04.290. (Ord. 106, 1957; prior code § 1-607)–

2.04.130– Law enforcement.–

It shall be the duty of the city manager to enforce all laws and ordinances of the city and to see that all franchises, contracts, permits and privileges granted by the city council are faithfully observed. (Ord. 106, 1957; prior code § 1-608)

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2.04.140 Authority over employees.–

Except as otherwise provided in this Title, it ~~It~~ shall be the duty of the city manager and he shall have the authority to control, order and give directions to all heads of departments and to subordinate officers and employees of the city under his jurisdiction through their department heads. (Ord. 106, 1957; prior code § 1-609)–

2.04.150– Power of appointment.–

Except as otherwise provided in this Title, it ~~It~~ is the duty of the city manager to and he shall appoint, remove, promote and demote any and all officers and employees of the city, except council-appointed officers, subject to the rules and regulations of the city council. ~~(Ord. 723 § 1, 1987; Ord. 106, 1957; prior code § 1-610)–~~

2.04.160– Reorganization of offices.–

It shall be the duty and responsibility of the city manager to recommend to the city council such reorganization of offices, positions, departments or units under his direction as may be indicated in the interest of efficient, effective and economical conduct of the city's business. (Ord. 106, 1957; prior code § 1-611)–

2.04.170– Ordinances.–

It shall be the duty of the city manager and he shall recommend to the city council for adoption such measures and ordinances as he deems necessary or expedient. This is not an exclusive power.~~(Ord. 106, 1957; prior code § 1-612)–~~

2.04.180– Attendance at council meetings.–

It shall be the duty of the city manager to attend all meetings of the city council unless excused therefrom, except when his removal is under consideration. (Ord. 106, 1957; prior code § 1-613)–

2.04.190– Financial reports.–

It shall be the duty of the city manager to keep the city council at all times fully advised as to the financial conditions and needs of the city. (Ord. 106, 1957; prior code § 1-614)–

2.04.200– Budget.–

It shall be the duty of the city manager to prepare and submit the proposed annual or bi-annual budget and the proposed annual or bi-annual salary plan to the city council for its approval. (Ord. 958, 2007; Ord. 106, 1957; prior code § 1-615)–

2.04.210– Purchasing agent.–

Repealed by Ord. 587. (Ord. 106, 1957; prior code § 1-616)–

2.04.220— Investigation of city affairs.—

Except as otherwise provided for in this Title, it shall be the duty of the city manager to make investigations into the affairs of the city and any department or division thereof, and any contract or the proper performance of any obligations of the city. (Ord. The Director of Human Resources, Chief of Police, City Attorney and City Council are explicitly allowed to conduct administrative investigations. The City Attorney should be consulted to determine the most legally defensible course of action in instances where there is any conflict of interest with any of the department investigators. The City Manager shall not have any power to review or investigate any matter within the Office of the City Attorney, unless specifically authorized in writing by the City Council or the City Attorney. (Ord. 106, 1957; prior code § 1-617)–

2.04.230— Investigation of public utility and franchise services.—

Except as otherwise provided for in this Title, it shall be the duty of the city manager to investigate all complaints in relation to matters concerning the administration of the city government and in regard to the service maintained by public utilities in the city, and to see that all franchises and/or permits granted by the city are faithfully performed and observed. (Ord. 106, 1957; prior code § 1-618)–

2.04.240— Supervision of public buildings and property.—

It shall be the duty of the city manager and he shall exercise general supervision over all public buildings, public parks and all other public property which are under the control and jurisdiction of the city council. (Ord. 106, 1957; prior code § 1-619)–

2.04.250— Hours of employment.—

It shall be the duty of the city manager to devote his entire time to the duties of his office in the interests of the city. (Ord. 106, 1957; prior code § 1-620)–

2.04.260 Additional duties.—

It shall be the duty of the city manager to perform such other duties and exercise such other powers as may be delegated to him from time to time by ordinance or resolution or other action of the city council. (Ord. 106, 1957; prior code § 1-621)–

2.04.270— Council-manager relations.—

Except as otherwise provided for in this Title, the city council and its members shall deal with the administrative services of the city only through the city manager (or other designated officer)-for the purpose of inquiry, and neither the city council, nor any member thereof, shall give orders to any subordinates of the city manager, except in the case of a conflict of interest of the City Manager. In the case of a conflict of interest of the City Manager, the City Council may take such actions and designate such alternative leadership that it believes necessary to address the conflict of interest. The City Attorney shall be consulted to render a final determination on any conflict of interest. The city manager shall take his orders and instructions from the city council only when sitting in a duly held meeting of the city council and no individual councilman shall give any orders or instructions to the city manager. (Ord. 106, 1957; prior code § 1-622)–

2.04.280— Department cooperation.—

It shall be the duty of all subordinate officers and the city clerk, city treasurer and city attorney to assist the city manager in administering the affairs of the city efficiently, economically and harmoniously so far as may be consistent with their duties as prescribed by law and ordinances of the city. (Ord. 106, 1957; prior code § 1-623)–

2.04.290— Attendance at commission meetings.—

The city manager may attend any and all meetings of the planning commission, recreation and park commission and any other commissions, boards or committees hereafter created by the city council, upon his own volition or upon direction of the city council. At such meetings which the city manager attends, he shall be heard by such commissions, boards, or committees as to all matters upon which he wishes to address the members thereof, and he shall inform the members as to the status of any matter being considered by the city council and he shall cooperate

to the fullest extent with the members of all commissions, boards or committees appointed by the city council. (Ord. 106, 1957; prior code § 1-624)–

2.04.300– Chief administrative officer.–

Wherever in the municipal code or in any ordinances or resolutions reference is made to the chief administrative officer, such section or provision shall be applicable to the city manager who shall henceforth be the chief administrative officer. (Ord. 106, 1957; prior code § 1-630)–

2.04.310– City clerk.–

The city manager shall exercise all of the powers, rights and duties and act ex officio as the city clerk of the city of Seaside. (Ord. 385, 1971; prior code § 1-630)–

Chapter 2.06

~~CITY ATTORNEY~~

~~Chapter 2.06~~

~~CITY ATTORNEY~~

Sections:—

- 2.06.010 Office created – Appointment.—
- 2.06.020 Suits and actions.—
- 2.06.030 Enforcement of judgments.—
- 2.06.040 Legal advisor of city.—
- 2.06.060 Drafting of ordinances and documents.
- 2.06.070 Retain specialized Legal Services and Consultants—
- 2.06.080 Assistant city attorney and staff.—

2.06.010— Office created – Appointment.—

There is created the office of city attorney in accordance with Sections 36501, 36505, 41800, et seq.etc., of the Government Code. The attorney shall be appointed by the city council and shall serve at the pleasure of the city council. —(Ord. 115, 1957; prior code § 1-701)—

2.06.020— Suits and actions.—

The attorney shall prosecute or defend any and all suits or actions at law or equity to which the city may be a party, or in which it may be interested, or which may be brought against, or by, any officer of the city on behalf of the city, or in the capacity of such person as an officer of the city. In accordance with Government Code Section 41803, the attorney shall perform such other legal services required from time to time by the City Council.

The office of the city attorney is specifically authorized to access all files, documents and other records of the City without any other approvals, issue administrative investigation notices and direction to any employee of the City in order to aid in the investigation or defense of any litigation risk to which the City may be a party. This limited authority shall supercede any other provision in the Seaside Municipal Code. —(Ord. 115, 1957; prior code § 1-702)—

—

2.06.030— Enforcement of judgments.—

It shall be the duty of the attorney to see to the full enforcement of all judgments or decrees rendered or entered in favor of the city, and of all similar interlocutory orders. (Ord. 115, 1957; prior code § 1-703)—

2.06.040— Legal advisor of city.—

The attorney shall be the legal advisor of the city, and shall render advice on all legal matters questions affecting the city, whenever requested to do so by any city official. Upon request by the mayor or by the council, he shall reduce any such opinion to writing. (Ord. 115, 1957; prior code § 1-704)—

2.06.060— Drafting of ordinances and documents.—

It shall be the duty of the attorney to draft or supervise the phraseology of any contract, lease or other documents or instruments, to which the city may be a party, and, upon request of the council, to draft ordinances covering any subjects within the power of the city. (Ord. 115, 1957; prior code § 1-706)—

2.06.070 Retain Specialized Legal Services and Consultants

All legal services shall be administered through the office of the city attorney. The attorney is authorized to negotiate, execute and retain such specialized legal services and consultants necessary to address legal issues that may arise in the performance of the city attorney's duties. These specialized legal service contracts may be reached by negotiation and to the budgeted authority of the City Attorney. Any additional powers may be granted by the City Council by resolution, a copy of which shall be provided to the City Manager and finance departments. This section codifies Resolution 20-87 and specifically supercedes any other contrary provision in any standard operating procedure, or any Title of this code.

2.06.080— Assistant city attorney, and staffing,—

The city attorney—may designate a legal assistant for day to day matters and an assistant city attorney to assist him in his duties and to appear in his place and stead during his necessary absence from the city. (Ord. 115, 1957; prior code § 1-708)—

Chapter 2.14

BOARDS AND COMMISSIONS AND COMMITTEES

Sections:

- 2.14.010 Definitions.
- 2.14.020 Uniform procedures established.
- 2.14.030 Advisory capacity.
- 2.14.040 Appointment of members.
- 2.14.050 Term of office.
- 2.14.060 Extension of terms.
- 2.14.070 Removal from office.
- 2.14.080 Meetings.
- 2.14.090 Vacancy declared.
- 2.14.100 Resignation.
- 2.14.110 Election of officers.
- 2.14.120 Quorum.
- 2.14.130 Service on only one commission.
- 2.14.140 Residency.
- 2.14.150 Staff support.
- 2.14.160 Recordkeeping and minutes.
- 2.14.170 Annual reports.
- 2.14.180 ~~Quarterly reports.~~ Work plan.
- 2.14.190 Compensation.
- 2.14.200 Open meetings.
- 2.14.210 Rules of order.
- 2.14.220 Oath of office.

2.14.010 Definitions.

“Advisory body” refers to “commission” and “committee” as defined in this section.

“Commission” refers to all permanent city commissions, ~~and the board of architectural review.~~

“Committee” refers to permanent committees established by ordinance of the city council. (Ord. 773 § 1 (Exh. A), 1990)

2.14.020 Uniform procedures established.

The purpose and intent of this chapter is to establish uniform rules and procedures for council appointed advisory bodies. (Ord. 773 § 1 (Exh. A), 1990)

2.14.030 Advisory capacity.

All advisory bodies, as defined herein, shall act in an advisory capacity to the city council, except as otherwise provided by city ordinance or state law. (Ord. 773 § 1 (Exh. A), 1990)

2.14.040 Appointment of members.

The mayor, with the advice and consent of the city council, shall make appointments to ~~boards, commissions and committees~~ in January. The city council shall establish procedures for recommending applicants for appointment. (Ord. 773 § 1 (Exh. A), 1990)

2.14.050 Term of office.

Appointed members shall hold office for the specified term of 4 years for the Planning Commission and 2 years for all other commissions, and until their successors are appointed and acting, except in the event of resignation or removal from office. Any member appointed to fill a vacancy prior to the expiration of the term for which his or her predecessor was appointed shall serve for the remainder of such term. Appointed members term begins on February 1 and ends January 31 of the designated year. (Ord. 773 § 1 (Exh. A), 1990)

2.14.060 Extension of terms.

When the terms of a majority of members on any advisory body expire simultaneously, one year prior to the expiration of terms, one majority member, to be determined by lot, shall serve for an additional year beyond the appointed term. (Ord. 773 § 1 (Exh. A), 1990)

2.14.070 Removal from office.

Any member of an advisory body may be removed from office upon a majority vote of the city council. (Ord. 870 § 2, 1997; Ord. 773 § 1 (Exh. A), 1990)

2.14.080 Meetings.

Commissions shall meet on an as-needed basis, as called by the chair or staff liaison, but not less than ~~quarterly~~ bi-monthly basis, on the day and time approved by resolution of the city council. (Ord. 1094 § 2, 2020; Ord. 773 § 1 (Exh. A), 1990)

2.14.090 Vacancy declared.

If any member of an advisory body fails to attend three consecutive regular meetings thereof without first having obtained permission for such absence in advance from the staff liaison ~~or chairperson~~ of the advisory body, or if any member fails to attend fifty percent of all such meetings during a six-month period, membership thereon may be terminated and a vacancy declared to exist. ~~The chairperson-staff liaison shall recommend to the city council to inform the city clerk that a vacancy be declared by written notice to the city clerk has been declared.~~ The city clerk shall place the matter on the city council agenda, and the city council may ~~either take action to declare that a vacancy exists, or take other action as is reasonable under the circumstances.~~ (Ord. 773 § 1 (Exh. A), 1990)

2.14.100 Resignation.

A member of an advisory body who intends to resign shall first file written notice thereof with the city clerk, addressed to the city council, ~~with a copy provided to the chairperson of the advisory body.~~ (Ord. 773 § 1 (Exh. A), 1990)

2.14.110 Election of officers.

Each advisory body shall elect a chair and vice chair. Election of officers shall occur annually ~~itsat~~ a regular February meeting. In the event of vacancies, temporary officers may be selected by majority vote to hold office until all seats are filled. An election shall then be scheduled for the next regular meeting. (Ord. 1034 § 3, 2017; Ord. 773 § 1 (Exh. A), 1990)

2.14.120 Quorum.

A majority of those members currently appointed to the advisory body shall constitute a quorum for the purpose of transacting business. The affirmative vote of a majority of those present is required to take any action. ~~A minimum of three members must be present in order to transact business.~~ (Ord. 811 § 1, 1992; Ord. 773 § 1 (Exh. A), 1990)

2.14.130 Service on only one commission.

An individual shall serve on only one city commission at a time. A current commissioner who seeks appointment to another city commission shall tender his/her notice of resignation with the application for appointment. The resignation will be effective upon the individual's appointment to the new commission. (Ord. 1034 § 3, 2017; Ord. 773 § 1 (Exh. A), 1990)

2.14.140 Residency.

All commission members shall be residents of the city. (Ord. 1094 § 2, 2020; Ord. 773 § 1 (Exh. A), 1990)

2.14.150 Staff support.

The city manager shall designate department heads or other staff members to regularly attend meetings of advisory bodies and to provide such technical support as may be required. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 773 § 1 (Exh. A), 1990)

2.14.160 Recordkeeping and minutes.

~~The staff liaison shall ensure that e~~Each advisory body shall keep and file with the city clerk a record of its proceedings, findings, determinations, resolutions and attendance. These records shall be available for public inspection. (Ord. 773 § 1 (Exh. A), 1990)

2.14.170 Annual reports ~~and work plan.~~

Each advisory body shall submit an annual report ~~to the city council by April~~ March 15th of each year. The report shall include a summary of the activities of the preceding year ~~and shall describe, where applicable, submit a work plan describing proposed projects or activities for the coming year.~~ (Ord. 773 § 1 (Exh. A), 1990)

~~2.14.180~~ 2.14.180 Quarterly reports. Work plan.

~~With the exception of councilmembers, who regularly report at council meetings, council appointees to boards and commissions of outside agencies shall make quarterly oral reports to the city council. (Ord. 773 § 1 (Exh. A), 1990)~~Each advisory body shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

2.14.190 Compensation.

Members of advisory bodies shall serve without compensation. Necessary expenses may be reimbursed if incurred by a member in his or her official capacity. (Ord. 773 § 1 (Exh. A), 1990)

2.14.200 Open meetings.

Advisory bodies of the city are subject to the provisions of the Ralph M. Brown Act. (Ord. 773 § 1 (Exh. A), 1990)

2.14.210 Rules of order.

Robert's Rules of Order, current edition, and the rules of procedure applicable to the city council, shall govern the proceedings of all city ~~boards,~~ commissions and committees. When in conflict, the rules of procedure shall take precedence over Robert's Rules of Order. (Ord. 773 § 1 (Exh. A), 1990)

2.14.220 Oath of office.

The mayor or city clerk shall administer the oath of office for newly appointed members of advisory bodies. (Ord. 1034 § 3, 2017; Ord. 773 § 1, 1990)

2.14.230

An appointed commissioner will automatically be removed if they become a candidate for the office of Seaside City Council.

Chapter 2.15

CITY COUNCIL LIAISONS

Sections:

~~2.15.010 — Purpose.~~

~~2.15.020 — Appointment.~~

~~2.15.030 — Role.~~

~~2.15.040 — Communication.~~

~~2.15.050 — Attendance.~~

~~2.15.010 — Purpose.~~

~~The purpose of this chapter is to honor advisory body deliberations, views and positions on issues, and enhance communications between the city council and advisory bodies. (Ord. 1055 § 2, 2018)~~

~~2.15.020 — Appointment.~~

~~Appointment as a council liaison is made on a volunteer basis with city council consensus. Council members shall make requests known to serve as a liaison to their fellow city council members at the city council meeting which precedes the city council meeting in which the appointment is agendized for city council consensus. (Ord. 1055 § 2, 2018)~~

~~2.15.030 — Role.~~

~~Council liaisons do not serve as ex officio members of the advisory bodies, and shall neither sit with the membership at meetings nor engage in prolonged debate or discussion at meetings. Council liaisons shall serve to gain a better understanding of the issues considered by the advisory body and communicate council goals, as they may apply. (Ord. 1055 § 2, 2018)~~

~~2.15.040 — Communication.~~

~~A council liaison shall not take part in the deliberations of the commission. The purpose of the liaison assignment is to facilitate communication and goodwill between the council and advisory body. The council liaison must remain vigilant to the need to maintain their position as an impartial decision maker consistent with due process expectations, such that any official decision which may originate in an advisory body may have a fair and impartial hearing if it comes before the city council. (Ord. 1055 § 2, 2018)~~

~~2.15.050 — Attendance.~~

~~Attendance is not mandatory but is encouraged to the extent the liaison is generally aware of advisory body practices and issues which come before it. (Ord. 1055 § 2, 2018)~~

Chapter 2.16

ART AND HISTORY COMMISSION

Sections:

2.16.010	Creation. ed.
2.16.011	Purpose and intent.
2.16.020	Composition and terms of office appointment procedure.
2.16.021	Term of office.
2.16.022	Filling of vacancies.
2.16.023	Removal from office.
2.16.030	Power and d Duties.
2.16.040	Staff support Responsibilities.
2.16.041	Meetings.
2.16.050	Art award program.
2.16.060	Contributions.
2.16.070	Annual report.
2.16.080	Work plan.

2.16.010 Creationed.

~~There is created an art and history commission~~ is hereby created to safeguard the city's cultural legacy, enrich public spaces, foster civic pride and promote education and economic development. ~~_____ for the city.~~ (Ord. 986 § 3, 2010)

2.16.011 Purpose and intent.

~~The purpose and intent of the art and history commission shall have the power, and it shall be the duty of the commission,~~ is to make recommendations to the city council and to advise the council in the following matters:

A. Protect the city's cultural resources by developing an historical inventory and, if deemed appropriate, a preservation plan. The inventory shall include, but not be limited to, assets, artifacts, manuscripts, areas, building, structures and sites which are historically, architecturally, archaeologically or culturally significant to the city. The inventory listing for each item should include its exact location, a statement of its significance to the community with appropriate documentation, a current photograph, and name of donor if available;

B. Recommend properties worthy to be certified as an historical or architectural landmark for listing on the National Register of Historic Places, state landmark or, if appropriate, a local register;

C. Record historical information received from interviews with seniors and other community resource persons;

D. Identify appropriate storage and display areas for historical artifacts;

E. Recommend a records management policy to preserve public records of historical value and earmark documents for archival collection;

F. Coordinate with the community development department any findings which might be of paleontological or historic value;

G. Prepare a summary of the history of the growth and development of the city;

H. Make recommendations for the integration of preservation goals and objectives into the Seaside general plan;

I. Suggest restoration or maintenance of historically significant properties owned by the city;

J. Place markers on inventoried properties in the community to increase community awareness of local history and development;

K. Work with local news media to help publicize the work and findings of the commission;

L. Make recommendations to the city council regarding public art and murals on city buildings, city property or funded by the city and responsible for approval of all public art and murals on non-city facilities, viewable by the public. (Ord. 1094 § 3, 2020; Ord. 986 § 3, 2010)

2.16.020 Composition and ~~terms of office~~ appointment procedure.

The art and history commission shall consist of ~~seven~~ five regular members, appointed by the mayor and approved by the city council. The appointed members shall hold office for four years. (Ord. 986 § 3, 2010)

2.16.021 Term of office.

All appointments shall be for two-year terms. Terms are renewable at the discretion of the mayor and approved by the city council. An individual may not serve as chair more than four consecutive years. To be eligible for chair, one must have been elected and served as vice-chair. (Ord. 2003 § 2, 2021)

2.16.022 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. Except for the initial appointment, the chairperson must have served as vice-chair immediately before selection to chairperson and must have served on the art and history commission for a minimum of one year. (Ord. 2003 § 2, 2021)

2.16.023 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.16.030 Power and ~~d~~ Duties.

The art and history commission shall have the power, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in the following matters:

- A. Pertaining to the encouragement of arts and crafts and historical activities;
- B. Pertaining to the promotion of programs of artistic merit within the city;
- C. Pertaining to the collection, promotion, display and preservation of Seaside's historical artifacts;
- D. Designate, protect, preserve, enhance and perpetuate those structures and areas of historical, architectural and engineering significance;
- E. Encourage the city systematic collection and preservation of Seaside's historic records and manuscripts.

F. To provide an annual ~~summary~~ report to the city council by March 15th of each year concerning all the activities of the commission during the preceding twelve-month period.

G. To provide a work plan to the City Council by April 15th of each year describing the commission's new and ongoing projects for the coming twelve-month period. (Ord. 986 § 3, 2010)

2.16.040 Staff support.

The ~~Recreation Director or the~~ City Manager's designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 2003 § 2, 2021)

2.16.040 Responsibilities.

The art and history commission shall:

A. Protect the city's cultural resources by developing an historical inventory and, if deemed appropriate, a preservation plan. The inventory shall include, but not be limited to, assets, artifacts, manuscripts, areas, building, structures and sites which are historically, architecturally, archaeologically or culturally significant to the city. The

~~inventory listing for each item should include its exact location, a statement of its significance to the community with appropriate documentation, a current photograph, and name of donor if available;~~

~~B. Recommend properties worthy to be certified as an historical or architectural landmark for listing on the National Register of Historic Places, state landmark or, if appropriate, a local register;~~

~~C. Record historical information received from interviews with seniors and other community resource persons;~~

~~D. Identify appropriate storage and display areas for historical artifacts;~~

~~E. Recommend a records management policy to preserve public records of historical value and earmark documents for archival collection;~~

~~F. Coordinate with the community development department any findings which might be of paleontological or historic value;~~

~~G. Prepare a summary of the history of the growth and development of the city;~~

~~H. Make recommendations for the integration of preservation goals and objectives into the Seaside general plan;~~

~~I. Suggest restoration or maintenance of historically significant properties owned by the city;~~

~~J. Place markers on inventoried properties in the community to increase community awareness of local history and development;~~

~~K. Work with local news media to help publicize the work and findings of the commission;~~

~~L. Make recommendations to the city council regarding public art and murals on city buildings, city property or funded by the city and responsible for approval of all public art and murals on non-city facilities, viewable by the public. (Ord. 1094 § 3, 2020; Ord. 986 § 3, 2010)~~

2.16.041 Meetings.

The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)

2.16.050 Art award program.

The art and history commission may annually supervise and hold an award competition for arts and crafts of individual merit. (Ord. 986 § 3, 2010)

2.16.060 Contributions.

With the approval of the city council the commission may solicit and accept gifts, artifacts, manuscripts, and monetary contributions and bequests of funds from individuals and foundations for the purpose of furthering the commission's programs. The commission may seek financial support from state and other governmental bodies to protect, preserve and enhance the city's historic resources. (Ord. 986 § 3, 2010)

2.16.070 Annual report.

In addition to the requirements of SMC 2.14.170 the annual report shall contain an inventory of historical items. (Ord. 986 § 3, 2010)

2.16.080 Work plan.

Per the requirements of SMC 2.14.080, the art and history commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

Chapter 2.17

COMMUNITY SAFETY ADVISORY COMMISSION

Sections:

- 2.17.010 Creation.
- 2.17.020 Purpose and intent.
- 2.17.030 Composition and appointment procedure.
- 2.17.040 Term of office.
- 2.17.050 Filling of vacancies.
- 2.17.060 Removal from office.
- 2.17.070 Power and duties.
- 2.17.080 Staff support.
- 2.17.090 Meetings.
- 2.17.091 Annual report.
- 2.17.092 Work plan.

2.17.010 Creation.

~~There is created a~~ community safety advisory commission (CSAC) ~~is hereby created to~~ provide transparency to the public on matters related to community safety and policing. The commission is not a review board of specific police actions, whether internal or external, but a forum for discussions regarding community safety concerns and leveraging the experience of persons outside of policing to improve the department and the community relations. (Ord. 2003 § 2, 2021)

2.17.020 Purpose and intent.

~~The purpose and intent of CSAC is to~~ provide a forum for police-community interaction, enhance public safety, and increase equity in community safety policies.

A. To address public safety and related issues concerning the Seaside police department's policies, procedures, practices, and community relation strategies in order to enhance our residents' quality of life.

B. To promote and encourage open communication and the building of a positive relationship with members of the community and those who have sworn to protect them.

C. Recognize that public safety through policing is a shared responsibility. (Ord. 2003 § 2, 2021)

2.17.030 Composition and appointment procedure.

CSAC shall be comprised of ~~up to eleven~~seven community members ~~nominated~~appointed by the mayor and approved by the city council. Community members who represent a range of interests and life experiences and diverse backgrounds, including, but not limited to, LGBTQ+, business, education, nonprofits, public relations, and faith community. At least one member ~~must~~should be between ~~fifteen~~sixteen and ~~eighteen~~twenty years old when appointed. All members must live in the city of Seaside. (Ord. 2003 § 2, 2021)

2.17.040 Term of office.

All appointments shall be for ~~three~~two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. ~~No member shall serve more than two consecutive terms.~~ An individual may not serve as chair more than ~~two~~four consecutive years. To be eligible for chair, one must have been elected and served as vice-chair. (Ord. 2003 § 2, 2021)

2.17.050 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. Except for the initial appointment, the chairperson must have served as vice-chair immediately before selection to chairperson and must have served on the community safety advisory commission for a minimum of one year. (Ord. 2003 § 2, 2021)

2.17.060 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.17.070 Power and duties.

~~The community safety advisory commission~~CSAC shall have the power, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in the following matters:

~~The power and duties of the commission shall be as follows:~~

- A. Adopt, by a two-thirds vote of its members, bylaws governing the conduct of its meetings and activities, the establishment of subcommittees, and such other rules as may be necessary for the performance of its duties; provided, that such bylaws shall specify that a quorum shall at all times consist of ~~at least six~~four members and that any amendment to the bylaws shall require an affirmative vote of two-thirds of its members.
- B. The commission shall act in an advisory capacity to and as a liaison between the community, the Seaside police department, and city council.
- C. The commission will have no input or discussion regarding specific employee personnel issues, nor be involved in department decision-making at any level.
- D. Assist in educating the community at large about the function and role of the Seaside police department.
- E. Act as a sounding board for the chief of police regarding community needs and concerns, as well as community response to proposed police programs, priorities, and policies.
- F. Apprise the chief of police directly of the recommendations for improved delivery of police services to the Seaside community. When required, the commission will make recommendations to the city council.
- G. In making its recommendations to the police chief, the commission shall not attempt to direct the method of implementation of any resulting changes to police department programs, policies, or procedures.
- H. Develop and make recommendations directed toward informing the community of its rights and responsibilities when in contact with law enforcement officers.
- I. Annually review the city's community policing philosophy and strategies for best practices. Review the policies and strategies that reinforce the importance of community engagement in public safety. For relationships with key stakeholders, such as churches, businesses, schools, and policies dealing with "least harm" resolutions, such as diversion programs or warnings and citations in lieu of arrest for minor infractions.
- J. Receive a biannual status report from the city's ~~F~~family and ~~C~~community ~~S~~support team program.
- K. The commission shall actively encourage and foster residents' participation in crime prevention activities.
- L. The committee may also discuss problems and strategies for appropriate problem solving in specific neighborhoods.
- M. To provide an annual summary report to the city council on the second regular city council meeting in April of each year concerning all the activities of the commission during the preceding twelve-month period and the current fiscal year "work plan."
- N. In the month of May produce a publicly available annual "~~C~~community ~~S~~safety ~~R~~report."
- O. The commission shall sponsor/cosponsor an annual citywide community safety summit/event, i.e., National Night Out.
- P. Each CSAC member is encouraged to attend the Public Safety Citizens' Academy or similar training.

Q. Each commission member is expected to contribute.

R. The commission shall not be entitled to receive, review, copy or investigate citizens' complaint(s) against individual police personnel.

If a citizen submits a complaint against individual police personnel directly to a member of the commission or the commission as a whole, the commission member or the commission, as the case may be, shall forward that complaint to the police department. The commission may not take any other action, including holding hearings or conducting investigations, with respect to said complaint. (Ord. 2003 § 2, 2021)

2.17.080 Staff support.

The Chief of Police or the City Manager's designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 2003 § 2, 2021)

2.17.090 Meetings.

The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)

2.17.091 Annual report.

CSAC shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year.

2.17.092 Work plan.

Per the requirements of SMC 2.14.080, CSAC shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

Chapter 2.18

COMMISSION ON JOBS, OPPORTUNITIES, AND BUSINESS IN SEASIDE (C-JOBS)

Sections:

2.18.010	<u>Creationed.</u>
2.18.011	<u>Purpose and intent.</u>
2.18.020	<u>Composition and terms of officeappointment procedure.</u>
2.18.030	<u>Term of office.</u>
2.18.031	<u>Filling of vacancies.</u>
2.18.032	<u>Removal from office.</u>
2.18.040	<u>Power and dDuties.</u>
2.18.050	<u>Staff support.</u>
2.18.060	<u>Meetings.</u>
2.18.070	<u>Annual report.</u>
2.18.080	<u>Work plan.</u>

2.18.010 Creationed.

The economic development commission is hereby renamed the commission on jobs, opportunities, and business in Seaside (C-JOBS). (Ord. 1062 § 2, 2019)

2.18.011 Purpose and intent.

The purpose and intent of C-JOBS is to promote economic growth and development, provide space for local businesses and labor to advocate for their interests in the community, and recommend development projects that may assist in business growth or improvement of services.

2.18.020 Composition and terms of officeappointment procedure.

C-JOBS shall consist of ~~nine seven~~ five voting ~~regular~~ members appointed by the mayor and approved by the city council. ~~In addition, the mayor and mayor pro tem shall serve as ex officio, nonvoting members.~~

Composition of membership should include representatives from businesses and labor, commercial or industrial property owners, government or government-affiliated officials, or owners, officers or managing executives of a business or an industry located in the city, and/or residents at large.

~~M~~~~Voting~~ members of the commission shall be persons selected for their business knowledge and interest in economic development issues. ~~three~~ ~~Four~~ ~~five~~ members shall be owners or managers of businesses or commercial property located in a commercial district in Seaside. Any vacancy on the commission is filled the same manner as the original appointments. (Ord. 1062 § 2, 2019)

2.18.030 Term of office.

All appointments shall serve for two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. Chairperson and vice chair are appointed on an annual basis by the mayor with approval from the city council. An individual may not serve as chair more than four consecutive years. To be eligible for chair, one must have been elected and served as vice-chair. ~~Five of the commission members shall be appointed for terms ending on January 31st in even-numbered years and four members for terms ending on January 31st in odd-numbered years.~~ (Ord. 1062 § 2, 2019)

2.18.031 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. Except for the initial appointment, the chairperson must have served as vice-chair immediately before selection to chairperson and must have served on the community safety advisory commission for a minimum of one year. (Ord. 2003 § 2, 2021)

2.18.032 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a

member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.18.040 Power and duties.

The C-JOBS commission shall have the power, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in the following matters:

~~C-JOBS shall~~ A. Provide recommendations to the city council on policies, programs, and projects which may encourage investment, increase job creation, improve workforce training and other opportunities, or otherwise expand business opportunities in Seaside.

B. The primary advisory functions are generally divided into four advisory services categories: economic and business development, business communication, business attraction, and business retention and expansion.

C. While C-JOBS shall not have purview over land use, zoning or architectural matters under the responsibility of the planning commission, board of architectural review or zoning administrator, it may advocate for and recommend economic development projects to the city council as it shall determine. (Ord. 1062 § 2, 2019)

2.18.050 Staff support.

~~The city manager or Economic Development Director or the City Manager's designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 1062 § 2, 2019)~~

2.18.060 Meetings.

~~The commission on jobs, opportunities, and business in Seaside shall meet on an as-needed basis, but not less than quarterly, not less than on a bi-monthly basis, or when called by the chair. The commission will produce and present to the council an annual report titled Jobs, Opportunities, and Business in Seaside (JOBS) discussing the economic climate in Seaside, with any recommendations. (Ord. 1062 § 2, 2019)~~

2.18.070 Annual report.

C-JOBS shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year and a description of the economic climate in Seaside.

2.18.080 Work plan.

Per the requirements of SMC 2.14.080, C-JOBS shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

Chapter 2.19

ENVIRONMENTAL COMMISSION

Sections:

- 2.19.010 Creationed.
- 2.19.011 Purpose and intent.
- 2.19.020 Composition and ~~terms of office~~appointment procedure.
- 2.19.021 Term of office.
- 2.19.022 Filling of vacancies.
- 2.19.023 Removal from office.
- 2.19.030 Power and ~~d~~Duties.
- 2.19.031 Staff support.
- 2.19.040 ~~Objectives~~Meetings.
- 2.19.050 Annual report
- 2.19.060 Work plan.

2.19.010 Creationed.

The environmental committee is hereby created to investigate and advocates for sound environmental policy and action in the areas of air quality, water quality, energy and waste management, flora and fauna protection and community planning. (Ord. 1067 § 3, 2019)

2.19.011 Purpose and intent.

The purpose and intent of the environmental commission is to monitor the city's progress in complying with principles established in Resolution 17-47 to protect local wildlife, improve quality of life in the community, and promote consideration of environmental justice in the planning of city projects.

A. The environmental committee shall meet not less than on a bi-monthly basis.

B. The environmental committee shall monitor the city's progress in complying with principles established in Resolution 17-47.

C. The environmental committee shall prepare an annual recommended work plan to the city council by April 15. (Ord. 1067 § 3, 2019)

2.19.020 Composition and ~~terms of office~~appointment procedure.

The environmental committee shall have nine-five voting-regular members, appointed by the mayor and approved by the city council for a term of three two years. Residents of Seaside or professionals, scholars or students in any related field of the environmental sciences are eligible to serve as members. At least one one high school student residing in Seaside and at least one student at CSUMB or MPC student that attends Seaside High School. California State University Monterey Bay, or Monterey Peninsula College shall be appointed as a regular full-voting member. A city council member shall be appointed by the city council as a nonvoting member. (Ord. 1067 § 3, 2019)

2.19.021 Term of office.

All appointments shall serve for two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. Chairperson and vice chair are appointed on an annual basis by the mayor with approval from the city council. An individual may not serve as chair more than four consecutive years. To be eligible for chair, one must have been elected and served as vice-chair. (Ord. 1062 § 2, 2019)

2.19.022 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. Except for the initial appointment, the chairperson must have

served as vice-chair immediately before selection to chairperson and must have served on the community safety advisory commission for a minimum of one year. (Ord. 2003 § 2, 2021)

2.19.023 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.19.030 Power and dDuties.

The environmental commission shall have the power, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in the following matters:

~~The environmental committee shall conduct public meetings and prepare recommendations to the city council on matters regarding the environment to include without limitation unless otherwise noted:~~

A. Review and comment on city ordinances, policies and programs and state mandates related to environmental regulations, risks and pollution abatement, clean water, air and energy, flora, fauna and biome protection and community planning topics expressly beyond the realm of the planning commission.

~~B. — Serve in advisory capacity to the city council, commissions, committees, and boards on related issues.~~

~~BC. Identify strategic environmental goals for the city and estimate resources needed to accomplish these goals;— investigate funding to implement programs to benefit the community.~~

~~CD. Develop policies and plans for increasing environmental awareness in cooperation with other public and private agencies to include school districts. (Ord. 1067 § 3, 2019)~~

2.19.031 Staff support.

The ———Community Planning Manager or the City Manager’s—their designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission’s legal advisor. (Ord. 1062 § 2, 2019)

2.19.040 ObjectivesMeetings.

The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)

~~A. — The environmental committee shall meet not less than six times per year.~~

~~B. — The environmental committee shall monitor the city’s progress in complying with principles established in Resolution 17-47.~~

~~C. — The environmental committee shall prepare an annual recommended work plan to the city council not later than three months in advance of each fiscal year. (Ord. 1067 § 3, 2019)~~

2.19.050 Annual report.

The environmental commission shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year and a review of the city’s effectiveness in complying with the principles established in Resolution 17-47.

2.19.060 Work plan.

Per the requirements of SMC 2.14.080, the environmental commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

Chapter 2.20

HOMELESS COMMISSION

Sections:

2.20.010	<u>Creationed.</u>
2.20.011	<u>Purpose and intent.</u>
2.20.020	<u>Composition and terms of officeappointment procedure.</u>
2.20.021	<u>Term of office.</u>
2.20.022	<u>Filling of vacancies.</u>
2.20.023	<u>Removal from office.</u>
2.20.030	<u>Power and dDuties.</u>
2.20.031	<u>Staff support.</u>
2.20.040	<u>ObjectivesMeetings.</u>
2.20.050	<u>Annual report.</u>
2.20.060	<u>Work plan.</u>

2.20.010 Creationed.

The homeless committee is hereby created to plan, advocate, support and collaborate with those affected by homelessness. (Ord. 1067 § 3, 2019)

2.20.011 Purpose and intent.

The purpose and intent of the homeless commission is to ~~shall~~:

A. Hold public meetings on matters related to homelessness;

B. Investigate best and contemporary practices with regard to eliminating and preventing homelessness;

C. Serve in advisory capacity to the city council on related issues;

~~D. — Prepare an annual report to the city council on progress and effectiveness of various programs and policies.~~
(Ord. 1067 § 3, 2019)

2.20.020 Composition and ~~appointment procedure~~terms of office.

The homeless commission shall consist of ~~seven-five~~ appointed voting regular members ~~appointed by the mayor and approved by the city council, and one nonvoting city council member, all appointed by the city council. Voting members shall hold office for three years.~~ (Ord. 1067 § 3, 2019)

2.20.021 Term of office.

All appointments shall serve for two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. Chairperson and vice chair are appointed on an annual basis by the mayor with approval from the city council. An individual may not serve as chair more than four consecutive years. To be eligible for chair, one must have been elected and served as vice-chair. (Ord. 1062 § 2, 2019)

2.20.022 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. Except for the initial appointment, the chairperson must have served as vice-chair immediately before selection to chairperson and must have served on the community safety advisory commission for a minimum of one year. (Ord. 2003 § 2, 2021)

2.20.023 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.20.030 Power and Duties.

The homeless commission shall have the power, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in the following matters:

A. Review and comment on city ordinances, programs and policies and state mandates related to housing, CDBG grants and programs, and other poverty mitigation programs;

B. Monitor ~~and assist~~ the city's progress in implementing needed homeless services ~~and facilities~~;

C. Develop policy recommendations and processes to measure the effectiveness of new and existing policies in ending and preventing homelessness and coordinate with the ~~CDAC~~ Community Development Advisory Commission for their required reporting in the HUD mandated annual action report;

~~D. Identify strategic goals for the city and estimate resources needed to accomplish these goals; investigate funding to implement programs to that benefit the homeless community;~~

~~D.E.~~ Identify partnerships with county, ~~city~~ and other community program providers that can be leveraged to achieve the goals of ~~ending or~~ preventing homelessness in the city of Seaside. (Ord. 1067 § 3, 2019)

2.20.031 Staff support.

~~The — Family and Community Support Practitioner or the City Manager's designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 1062 § 2, 2019)~~

2.20.040 Objectives ~~Meetings.~~

~~The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)~~

~~The homeless commission shall:~~

~~A. — Hold public meetings on matters related to homelessness;~~

~~B. — Investigate best and contemporary practices with regard to eliminating and preventing homelessness;~~

~~C. — Serve in advisory capacity to the city council, commissions, committees, and boards on related issues;~~

~~D. — Prepare an annual report to the city council on progress and effectiveness of various programs and policies. (Ord. 1067 § 3, 2019)~~

2.20.050 Annual report.

The homeless commission shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year and a description of the status of homelessness and the homeless population in the community.

2.20.060 Work plan.

Per the requirements of SMC 2.14.080, the homeless commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

Chapter 2.24

NEIGHBORHOOD IMPROVEMENT COMMISSION

Sections:

2.24.010	<u>Creationed.</u>
2.24.011	<u>Purpose and intent.</u>
2.24.020	<u>Composition and terms of office appointment procedure.</u>
2.24.021	<u>Term of office.</u>
2.24.022	<u>Filling of vacancies.</u>
2.24.023	<u>Removal from office.</u>
2.24.030	<u>Power and duties.</u>
2.24.031	<u>Staff support.</u>
2.24.040	<u>ObjectivesMeetings.</u>
2.24.050	<u>Annual report.</u>
2.24.060	<u>Work plan.</u>

2.24.010 Creationed.

~~There is created a neighborhood improvement commission~~ is hereby created to oversee community beautification and revitalization projects in neighborhoods parks, residences, and public spaces. (Ord. 1055 § 3, 2018; Ord. 773 § 1 (Exh. A), 1990)

2.24.011 Purpose and intent.

~~The purpose and intent of the neighborhood improvement commission shall~~ is to:

A. Work toward the establishment of neighborhood block organizations to encourage citizens to beautify and upgrade their property and landscaping, to remove items that adversely influence property values;

B. To encourage citizens to voluntarily comply with the various city codes relating to the general appearance of the city;

C. To make recommendations to the city council on ways to improve the appearance of the city and ~~to elicit voluntary cooperation to beautify and minimize vandalism in the city;~~

D. To work with service clubs and civic organizations, as appropriate, to help clean up the city and to promote and implement programs which help achieve this goal.

E. Also, to work towards the establishment of neighborhood block organizations to help encourage beautification and reduce vandalism in the neighborhoods;

~~E. To encourage citizens and merchants to decorate their homes and businesses with Christmas decorations during the holiday season and to appropriately display the United States flag on national holidays;~~

F. To conduct administrative hearings pursuant to Chapter 8.30 SMC relating to property maintenance. (Ord. 1055 § 3, 2018; Ord. 773 § 1 (Exh. A), 1990)

2.24.020 Composition and appointment procedure.

~~The commission shall consist of nine~~ seven regular members appointed by the mayor and approved by the city council. The appointed members shall hold office for three years. (Ord. 1067 § 2, 2019; Ord. 1055 § 3, 2018; Ord. 773 § 1 (Exh. A), 1990)

2.24.021 Term of office.

All appointments shall serve for two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. Chairperson and vice chair are appointed on an annual basis by the mayor with approval from the city council. An individual may not serve as chair more than four consecutive years. To be eligible for chair, one must have been elected and served as vice-chair. (Ord. 1062 § 2, 2019)

2.24.022 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. Except for the initial appointment, the chairperson must have served as vice-chair immediately before selection to chairperson NIC. and must have served on the community safety advisory commission for a minimum of one year. (Ord. 2003 § 2, 2021)

2.24.023 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.24.030 Power and dDuties.

The neighborhood improvement commission shall have the power be entrusted, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in matters pertaining to general improvement of the neighborhoods within the city. (Ord. 1055 § 3, 2018; Ord. 773 § 1 (Exh. A), 1990)

2.24.031 Staff support.

The ———Chief Building Official or the City Manager's designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 1062 § 2, 2019)

2.24.040 ObjectivesMeetings.

The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)

The objectives of the commission shall be as follows:

A. Beautification. To encourage citizens to beautify and upgrade their property and landscaping, and to remove items that adversely influence property values;

B. Code Enforcement. To encourage citizens to voluntarily comply with the various city codes relating to the general appearance of the city;

C. Recommendations. To make recommendations to the city council on ways to improve the appearance of the city and to elicit voluntary cooperation to beautify and minimize vandalism in the city;

D. Community Organizations. To work with service clubs and civic organizations, as appropriate, to help clean up the city and to promote and implement programs which help achieve this goal. Also, to work towards the establishment of neighborhood block organizations to help encourage beautification and reduce vandalism in the neighborhoods;

E. Holiday Decorations. To encourage citizens and merchants to decorate their homes and businesses with Christmas decorations during the holiday season and to appropriately display the United States flag on national holidays;

F. Conduct Hearings. To conduct administrative hearings pursuant to Chapter 8.30 SMC relating to property maintenance. (Ord. 1055 § 3, 2018; Ord. 773 § 1 (Exh. A), 1990)

2.24.050 Annual report.

The neighborhood improvement commission shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year.

2.24.060 Work plan.

Per the requirements of SMC 2.14.080, the neighborhood improvement commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

Chapter 2.26

PLANNING COMMISSION

Sections:

- 2.26.010 Creationed.
- 2.26.020 Composition and terms of office.
- 2.26.030 Powers and duties.
- 2.26.040 Staff support.

2.26.010 Creationed.

There is created a planning commission of the city pursuant to California Government Code Section 65101 et seq. (Ord. 773 § 1 (Exh. A), 1990)

2.26.020 Composition and terms of office.

The planning commission shall consist of seven members ~~regularly. There is an allowable temporary increase to ten members to allow for the existing board of architectural review members to be added to the planning commission. Through attrition, the number will be no more than seven members. The appointed members shall hold office for four years. Members shall be appointed, with the approval of the City Council, to hold office for four years.~~ (Ord. 1094 § 2, 2020; Ord. 773 § 1 (Exh. A), 1990)

2.26.030 Powers and duties.

The planning commission shall have all the powers and perform duties as provided in Government Code Section 65103. It shall be the function and duty of the planning commission to prepare, periodically review and revise, as necessary, the general plan of the city and to implement the general plan through actions including, but not limited to, the administration of specific plans and zoning and subdivision ordinances. The planning commission will also act as the board of architectural review, as it pertains to all references in SMC 17.70.070. (Ord. 1094 § 2, 2020; Ord. 773 § 1 (Exh. A), 1990)

2.26.040 Staff support.

The ~~Community Planning Manager~~ or the City Manager's designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 1062 § 2, 2019)

Chapter 2.28

RECREATION PARKS AND PARK RECREATION COMMISSION

Sections:

- 2.28.010 Creationed.
- 2.28.011 Purpose and intent.
- 2.28.020 Composition and ~~terms of office~~appointment procedure.
- 2.28.021 Term of office.
- 2.28.022 Filling of vacancies.
- 2.28.023 Removal from office.
- 2.28.030 Power and ~~d~~Duties.
- 2.28.040 Staff support.
- 2.28.050 Meetings.
- 2.28.060 Annual report.
- 2.28.070 Work plan.

2.28.010 Creationed.

~~There is created a recreation and park-~~ parks and recreation commission is hereby created to develop and improve community services and promote community engagement through various projects, events, and programs. (Ord. 773 § 1 (Exh. A), 1990)

2.28.011 Purpose and intent.

The purpose and intent of the parks and recreation commission is to aid in the development and maintenance of public facilities, community programs and projects, and plan events that will deepen communal relations across many demographics.

2.28.020 Composition and ~~terms of office~~appointment procedure.

~~The recreation and park~~parks and recreation commission shall consist of ~~nine~~seven regular members appointed by the mayor and approved by the city council. The appointed members of the commission shall hold office for three years. (Ord. 1067 § 2, 2019; Ord. 971 § 2, 2008; Ord. 887 § 2, 2000; Ord. 773 § 1 (Exh. A), 1990)

2.28.021 Term of office.

All appointments shall serve for two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. Chairperson and vice chair are appointed on an annual basis by the mayor with approval from the city council. An individual may not serve as chair more than four consecutive years. To be eligible for chair, one must have been elected and served as vice-chair. (Ord. 1062 § 2, 2019)

2.28.022 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. Except for the initial appointment, the chairperson must have served as vice-chair immediately before selection to chairperson and must have served on the community safety advisory commission for a minimum of one year. (Ord. 2003 § 2, 2021)

2.28.023 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.28.030 Power and ~~d~~Duties.

~~The duties of the recreation and park~~parks and recreation commission shall have the power to, and it shall be its duty to be to:

A. Act in an advisory capacity to the city council, recreation and the public works directors of community services, the boards of trustees of the school districts and the director of community services in all matters pertaining to parks

and public recreation, and to cooperate with other governmental agencies and civic groups in the advancement of sound park and recreation planning and programming;

~~B. Recommend policies on recreational services and facilities to the director of community services and the city council;~~

~~BC. Consult with the Recreation Director of community services on matters relating to the administration and development of recreation areas, facilities, programs and improved recreation services;~~

~~CD. Make periodic inventories of recreation services that exist or may be needed and interpret the needs of the public to the city council and create annual reports with relevant updates, the school boards of trustees and to the director of community services;~~

~~E. Aid in coordinating recreation services with the programs of other public agencies and voluntary organizations;~~

~~DE. Advise the Recreation Public Works Director of community services in the preparation of the annual budget and a long-range recreation capital improvement program;~~

~~G. Advise the city council on matters regarding trees, urban forestation endeavors and related resources;~~

~~EH. Develop, keep current, and aid in the facilitation of a long-term plan for the development, conservation and care of urban forest resources in consultation with the public works director;~~

~~I. In collaboration with the city's contractor, develop and review annually the long-range plan for urban forestation, and inform residents regarding tree planting, tree care, and the city's forestry program. (Ord. 938, 2004; Ord. 773 § 1 (Exh. A), 1990)~~

~~I. Develop and review annually a long-range plan for urban forestation;~~

~~J. Review, in cooperation with the city forester, annual plans for urban forestry programs;~~

~~K. Coordinate or conduct planned projects for the advancement of the urban forest;~~

~~L. In collaboration with the city forester, inform residents regarding tree planning, tree care, and forestry programs (Ord. 938, 2004; Ord. 773 § 1 (Exh. A), 1990)~~

2.28.040 Staff support.

~~The Recreation Director director and the Public Works Director, or the City Manager's designee, shall serve as staff liaisons to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 1062 § 2, 2019)~~

2.28.050 Meetings.

~~The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)~~

2.28.060 Annual report.

~~The parks and recreation commission shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year.~~

2.28.070 Work plan.

~~Per the requirements of SMC 2.14.080, the parks and recreation commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.~~

Chapter 2.32

YOUTH COMMISSION

Sections:

2.32.010 Creationed.
2.32.011 Purpose and intent.
2.32.020 Composition and ~~terms of office~~appointment procedure.

2.32.040 Power and dDuties.
2.32.050 Staff support.
2.32.060 Meetings.

2.32.010 Creationed.

There is created a youth commission for the city is hereby created to provide a space for the community's youth population to express their needs and desires in a productive manner, and connect with each other and the broader community. (Ord. 773 § 1 (Exh. A), 1990)

2.32.011 Purpose and intent.

The purpose and intent of the youth commission is to:

- A. Promote civic awareness and engagement among the youth population.
- B. Promote programs and procedures to ensure the health and satisfaction of the youth population.
- A- C. Liaise between the police and other city departments to ensure a productive relationship of mutual understanding.

2.32.020 Composition and ~~terms of office~~appointment procedure.

The commission shall consist of ~~eleven~~seven ~~nine~~ members consisting of:

A. Any resident of Seaside in grade ~~six~~seven ~~nine~~ or higher, and under the age of twenty-one, is eligible to serve on the youth commission. A minimum of one commissioner shall be appointed by the city council from each of the following schools: Seaside High School, Monterey High School, ~~King Middle School, Walter Colton Middle School,~~ Central Coast High School, and Cypress High School. The remaining members shall be at large.

B. At-large members shall be citizens of Seaside, and may be students at Monterey Peninsula College, or any of the schools identified in this section. Affiliation with a school is not a prerequisite for appointment as an at-large member.

C. Nomination of student candidates to the youth commission shall be made by the president of the student body of the school represented. The president may nominate him/herself, or any other member of the elected student body, provided said candidate is otherwise qualified to serve. If there are no student body representatives able or willing to serve on the commission, the president of the student body may nominate any qualified student for appointment.

The appointed members of the commission shall hold office for one year. The commission shall also include one nonvoting adult over the age of twenty-one years who shall act in a supporting capacity to the commission to facilitate the meetings and activities of the commission. (Ord. 787 § 1, 1991; Ord. 773 § 1 (Exh. A), 1990)

2.32.040 Power and dDuties.

The duties of the youth commission shall be to:

- A. Advise and consult with the mayor, city council, and all city advisory bodies and city officials on matters pertinent to youth and the city;

- B. Inform youth in the community of governmental activities, decisions and civic actions;
- C. Ensure, to the extent possible, that the various needs of the youth in the community are satisfied;
- D. Establish and maintain a positive relationship between police and youth by promoting better understanding of police duties and functions of the law enforcement process within the youth community;
- E. Provide an easily accessible channel of communication between police and youth so that complaints may be heard and acted upon;
- F. Conduct workshops, seminars and rap sessions concerning the need for better understanding between individuals;
- G. Take appropriate measures to ensure the participation of all youth of the city so that a more humane society may evolve in the future. (Ord. 773 § 1 (Exh. A), 1990)

Chapter 2.34

SPECIAL LICENSE AND PERMIT ~~BOARD~~COMMISSION

Sections:

- 2.34.010 Established – Composition.
- 2.34.020 Duties.
- 2.34.030 Rules and regulations.
- 2.34.040 License or permit – Issuance and denial.
- 2.34.050 License or permit – Revocation – Hearing procedure.
- 2.34.060 License or permit – Appeals.

2.34.010 Established – Composition.

There is established a special license and permit ~~board~~commission, consisting of the city manager, police chief, fire chief, chief building ~~official inspector~~ and the planning director, or their designees ~~ates~~. (Ord. 603 § 2, 1982; prior code § 5-303)

2.34.020 Duties.

The ~~board~~commission shall promptly review all applications for licenses or permits which are expressly provided for under other provisions of this code. The ~~board~~commission shall cause an investigation to be made with respect to each application received by it for the purpose of determining whether or not the standards applicable to the license or permit sought have been met. The ~~board~~commission may approve a license or permit subject to reasonable conditions necessary to protect the health, safety, peace, morals, and general welfare of the public. (Ord. 603 § 2, 1982; prior code § 5-304)

2.34.030 Rules and regulations.

The ~~board~~commission shall adopt rules governing procedure relating to its meetings and hearings on revocations of licenses or permits. The ~~board~~commission may also adopt regulations setting forth standard conditions applicable to specific types of licenses or permits which are necessary to protect the health, safety, peace, morals and general welfare of the public. (Ord. 603 § 2, 1982; prior code § 5-305)

2.34.040 License or permit – Issuance and denial.

The ~~board~~commission, upon a finding of a majority of its members that the standards governing issuance of a specific license or permit have been met, shall promptly issue the license or permit to the applicant, subject to reasonable conditions necessary to protect the health, peace, safety, morals, and general welfare of the public. Otherwise, the license or permit shall be denied and written notice thereof shall promptly be transmitted to the applicant. (Ord. 603 § 2, 1982; prior code § 5-306)

2.34.050 License or permit – Revocation – Hearing procedure.

A. Any license or permit issued under this chapter may be revoked by the ~~board~~commission at any time upon a finding of a majority of its members that any conditions of the license or permit have been violated or that any ground exists which would have been a ground for denial of the original license or permit or that the permittee or licensee has knowingly made a material misrepresentation in his application.

B. Prior to revocation of any license or permit, the board shall hold a hearing thereon.

C. Written notice of the hearing shall be transmitted to the licensee or permittee at least five days in advance thereof, and shall state the grounds upon which the proposed revocation is based. The licensee or permittee may present evidence at the hearing and may be represented by counsel.

D. If it appears at the hearing that the alleged violation is correctable, the board shall continue the license or permit, subject to appropriate conditions.

E. Within ten days following the hearing, the board shall notify the licensee or permittee in writing of its decision. (Ord. 603 § 2, 1982; prior code § 5-307)

2.34.060 License or permit – Appeals.

A. An applicant for, or licensee or permittee, may appeal any ~~board~~-commission decision by filing a written appeal along with a fee in accordance with the fee schedule on file in the City Hall with the city clerk not later than five days following receipt of written notice of the board's decision.

B. The city clerk shall schedule the appeal for the next meeting of the city council.

C. The city council shall hear the appeal. The evidence presented shall be restricted to that presented to the board, unless the city council, by motion, holds a de novo hearing. (Ord. 603 § 2, 1982; prior code § 5-308)

Chapter 2.37

TRANSPORTATION-TRAFFIC ADVISORY COMMITTEE

Sections:

- 2.37.010 ~~Established—Composition,Creation.~~
- 2.37.011 ~~Purpose and intent.~~
- 2.37.012 ~~Composition and appointment procedure.~~
- 2.37.020 ~~Term of office.~~
- 2.37.021 ~~Filling of vacancies.~~
- 2.37.023 ~~Removal from office.~~
- 2.37.030 ~~Quorum and mMeetings.~~
- 2.37.040 ~~Power and dDuties.~~
- 2.37.050 ~~Staff support.~~
- 2.37.060 ~~Annual report.~~
- 2.37.070 ~~Work plan.~~

2.37.010 ~~Established—Composition,Creation.~~

~~There is established a traffic advisory committee is hereby created to ensure the regulation of traffic laws and respond to traffic concerns brought forward by the public, to serve without compensation, consisting of one councilmember, who shall be the chairman, the director of public works, who shall be the vice-chairman, the chief of police, the director of community development, and the fire chief, or their designees. (Ord. 746 § 1, 1988)~~

2.37.011 ~~Purpose and intent.~~

~~The purpose and intent of the traffic advisory committee is to provide a space for the public to express traffic concerns and complaints, regulate compliance with traffic laws, and ensure street and highway safety.~~

2.37.012 ~~Composition and appointment procedure.~~

~~The commission shall be comprised of four members serve without compensation, consisting of one councilmember, who shall be the chairman, the director of public works, who shall be the vice-chairman, the chief of police, community development planning manager the director of community development, the fire chief and the fire chief, or their designees. (Ord. 746 § 1, 1988)~~

2.37.020 ~~Term of office.~~

~~A. The councilmember shall be appointed for a two-year term by the mayor with the advice and consent of the city council.~~

~~B. The terms of the director of public works, chief of police, director of community development and fire chief shall be for the duration of, and concurrent with, their respective service in office. (Ord. 746 § 1, 1988)~~

2.37.021 ~~Filling of vacancies.~~

~~Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. Except for the initial appointment, the chairperson must have served as vice-chair immediately before selection to chairperson and must have served on the community safety advisory commission for a minimum of one year. (Ord. 2003 § 2, 2021)~~

2.37.022 ~~Removal from office.~~

~~Commission members may be removed for any or no reason, at any time by the City Manager, except for the councilmember, who may be removed by majority vote of the city council. (Ord. 2003 § 2, 2021)~~

2.37.030 ~~Quorum and mMeetings.~~

~~Three members shall constitute a quorum. Failure to achieve a majority vote of members present shall constitute a denial of the proposed action. Meetings shall be held at the call of the chairman or at such times as the committee may determine. All committee meetings shall be open to the public, and minutes thereof shall be maintained. The commission shall meet not less than bi-monthly, or when called by the chair. (Ord. 746 § 1, 1988)~~

2.37.040 Power and duties.

The traffic advisory committee shall have the power to, and it shall be its duty to:

A. Be considered advisory to the city council, redevelopment agency, planning commission, or appropriate city departments. The committee is authorized and it shall have the duty:

B. To review all requests for traffic safety regulatory or control devices, signs and markings, and to make studies and recommendations to the city council, planning commission or appropriate city department, with respect to all matters pertaining to traffic regulation, traffic circulation and traffic safety including traffic laws, parking and speed regulations, crosswalks, stop signs, traffic control devices and signals, street lights, school crossings, signing, pavement marking and other related matters;

C. To study any unsafe or malfunctioning traffic condition and to recommend solutions to such conditions;

D. To assist the staff, planning commission, redevelopment agency and city council in short- and long-range transportation planning within the city, including review of and recommendations concerning streets and highways master planning, capital improvement projects and related matters;

E. To review and answer complaints concerning traffic safety conditions;

F. To perform such other functions as the city council may request from time to time. (Ord. 746 § 1, 1988)

2.37.050 Staff support.

The Public Works Director and City Engineer, or the City Manager's designee, shall serve as the staff liaisons for the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 1062 § 2, 2019)

2.37.060 Annual report.

The traffic advisory commission shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year.

2.37.070 Work plan.

Per the requirements of SMC 2.14.080, the traffic advisory commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: February 20, 2025

**SUBJECT: DISCUSSION OF POTENTIAL USES OF ADDITIONAL WATER
ALLOCATION WITHIN THE BOUNDARIES OF THE MONTEREY
PENINSULA WATER MANAGEMENT DISTRICT**

RECOMMENDATION

Receive the presentation and consider potential uses of water allocation within MPWMD.

BACKGROUND

Water is a scarce resource in the City of Seaside and its surrounding area. In 1995 the City of Seaside created a Water Allocation Program to manage the City's limited supplies of water. This Water Allocation Program allocates water to categories of land use development in order to ensure that the remaining water supplies are used to support development that will have the greatest community impact. Allocation of water to individual projects within the service area of the California American Water Service Company (Cal Am) is overseen by the Monterey Peninsula Water Management District (MPWMD). MPWMD has historically provided water allocations, which the City Council then allocates to various non-City uses. This water is then allocated to specific projects once those projects reach certain milestones.

The Pure Water Monterey project, which is a partnership between MPWMD and Monterey One Water, takes wastewater from the region from various sources and then recycles that water into potable water, thereby conserving water and reducing the need for "new" water. Due to the success of this project, additional water has become available for regional use. In January 2025, MPWMD approved an Ordinance to allocate additional water to local jurisdiction source by the Pure Water project by Monterey One Water. This will allocate an additional 21 acre feet per year (AFY) of water. The City

has the ability to allocate this water as it determines appropriate.

The purpose of this Staff Report and its accompanying presentation is to solicit input from the Council to direct staff as it performs the following tasks:

- 1) Prepare and submit for Council approval a revised water allocation table that takes into account the additional 21 AFY, and
- 2) Prepare and submit for Council recommendation a revised Ordinance to modify the manner in which water is allocated.

Water Allocations

The City's existing water comes from MPWMD via two separate allocation categories; the majority of the City's water allocation comes from the "Pre-Paralta" category, while a small amount is from the "Public Credit" category. Although there are some subtle differences between the two categories, those differences do not have any significant bearing on the items in this Report, except to note that historically the Public Credit has been held in reserve for use in public facility projects (such as the third trailer installed at City Hall). The existing allocations described in this Report have been made from the Pre-Paralta category.

The City Council last did a comprehensive water allocation in November of 2020 through Resolution 20-101. This Resolution allocated the City's remaining water as noted in Attachment 1 of this Report. At that time, the total amount of water remaining in the Pre-Paralta account was 33.549 AFY while the Public Credit was 1.144 AFY.

Since the water was originally allocated, the City has taken actions to allocate water to various projects. Community Development Department staff has been tracking these water allocations. The remaining water which has not been encumbered to any specific project is also identified in Attachment 1. As noted in the charts, the City has a remaining balance of about 12.656 AFY from its Pre-Paralta balance and 1.043 AFY from the Public Credit.

Following the adoption of MPWMD's Ordinance, the City will have an additional 21 AFY of water from the Pure Water Monterey project, which it may allocate as it deems appropriate. The existing Pre-Paralta and Public Credit Water Allocations will carry over and remain unchanged. Staff has reviewed potential uses for this new water and has the following recommendations for the use of this water:

- 1) **Additional Accessory Dwelling Unit (ADU) Water.** The City Council allocated 5 acre-feet of water for ADUs in November 2020. While not all water has been "finalized," the number of projects on the ADU waitlist is expected to be greater than the remaining water can support. In addition, the City's Housing Element has projected the creation of 112 ADUs during the current eight-year cycle to meet its Regional

Housing Needs Allocation (RHNA). To support the elimination of the ADU water waiting list as well as additional ADU construction in the future, staff recommends allocating an additional **3 AFY** towards construction of new ADUs.

2) **Campus Town Offsite Affordable Housing.** The most recent Affordable Housing Agreement between the City and KBB Seaside Venture LP to provide affordable housing relating to the Campus Town Development includes provisions for off-site affordable housing. Some of this housing would be located at Victory Temple, which is located within the Seaside Municipal Water District and therefore is not subject to this allocation. However, the Agreement also provides that 23 moderate-income units could be built within the Cal Am service area. Assuming an average of 1.5 baths with high-efficiency fixtures and a clothes washer for each unit, as well as additional water for landscaping, staff recommends that **2 AFY** be allocated to support the construction of these units.

3) **Low-Income Housing - RHNA.** In addition to the units described above, the Housing Element includes requirements that a total of 66 very-low and low-income units, as well as 9 moderate income units, would need to be constructed in addition to those units expected to be part of the Campus Town development in order to meet the City's RHNA requirements. To ensure that these additional units have water available to support their construction, staff recommends that **6.5 AFY** be allocated.

4) **West Broadway Urban Village (WBUV).** The water in this allocation category supports development and redevelopment in the area included in the West Broadway Urban Village Specific Plan. This water allocation assists staff when evaluating proposals to advise potential developers regarding the availability of water for projects in the area. As noted above, although the Council originally allocated 7.545 AFY, only 4.4838 AFY remains in the WBUV account. Staff recommends allocating **2.5 AFY** to replenish the WBUV account.

5) **Small Business Support.** As noted in the Tables above, the Council initially allocated 5.656 AFY of water for small businesses. This water is used to support small business expansions and relocations; it also supports the reuse of existing buildings by enabling businesses with higher water usage to utilize underused spaces. While the account is not in immediate danger of being depleted, staff recommends allocating an additional **1.5 AFY** to bolster supplies in this category.

6) **Unallocated Reserve.** It is unlikely that the projects defined above represent a complete picture of opportunities that may be available to the City in the future. For example, if the Water Board's Cease-and-Desist Order prohibiting the installation of new water meters is lifted, there would be many vacant or undeveloped lots of record which could be developed once a meter was installed. Opportunities related to economic development could also arise. Staff is therefore recommending that the remaining **5.5 AFY** remain in an unallocated reserve.

Staff requests Council feedback regarding these proposed allocations. Staff will return to Council with a Resolution following this feedback.

Ordinance Modifications

Water allocations within the Cal Am service area are regulated by Chapter 13.24 of the Municipal Code. This Chapter details the processes and procedures followed when requests for water allocations are considered.

Staff suggests that the following modifications to the Ordinance be considered:

1) **Order of Permit Reviews.** The current Ordinance (Section 13.24.020) states that applications for water should be considered prior to submittal and review of other permit applications such as Use Permits. However, as a matter of practice, City staff processes the applications prior to taking final action on water permits. This allows for staff to examine a project and, if appropriate, take it to the applicable review authority (such as the Planning Commission) prior to allocating water. Once allocated, the City would need to engage with the water district to "claw back" the water if the project is not approved or does not move forward. Therefore, staff's recommendation is to modify the language of the Ordinance to align with the current practice of allocating water prior to Building Permit issuance.

2) **Standardize Processing Procedures.** Currently, the different categories of allocated water have different approval processes. Water for ADUs is provided on a first-come, first-serve basis. Water for small commercial projects is dependent on a scoring system and is reviewed by a three-member Water Allocation Committee (WAC) consisting of members of the Public Works Department, Community Development Department, and Office of the City Manager. Other categories of water are allocated to individual projects at the discretion of the City Council. Staff recommends that staff and/or the WAC be given authority to allocate water for low-income housing and the auto center.

3) **Provide Flexibility in Allocations.** Currently, small businesses seeking a water allocation are required to score a minimum of 20 points (out of 33 possible) on a rubric looking at revenue generation, jobs created, location, blight removal, and business retention. Businesses that are unable to score that many points are ineligible to receive water. In practice, very small new businesses seeking to relocate usually struggle to meet the point thresholds, especially off major thoroughfares, even when their potential water demands are miniscule. Staff recommends modifying the system to maintain a point system but to use those point to determine the maximum amount of water to be allocated, rather than to determine eligibility. Staff also recommends establishing similar point or evaluation systems for other water permit categories.

4) **Update Water Allocation Categories.** The current Ordinance makes references to categories of water uses, such as Institutional, that are no longer applicable, while not referencing several other categories such as the auto center or WBUV. Staff recommends updating the allowable categories to provide for more flexibility when identifying potential uses for water.

5) **Eliminate Fee for ADU Water Permits.** The statute includes language establishing a fee for ADUs receiving water unless the unit is designated as affordable. The intention of this program was to incentivize builders to deed-restrict ADUs as affordable housing. However, the program has not been effective. Staff recommends eliminating the fee for water permits for ADUs and also eliminating references to the program.

6) **Revise Language Regarding Appeals.** Staff recommends revising language relating to appeals to more closely align with appeals processes for other permit types.

Staff intends to return to the Council at a future date with proposed revisions to the Ordinance based upon feedback received.

FISCAL IMPACT

This Item is for discussion purposes only and would not have any fiscal impact.

ATTACHMENTS

1. Water Allocation Discussion Attachment 1 2025-02-20
2. Water Allocation Discussion Attachment 2 2025-02-20

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

Summary of Existing Water Allocation Assignments for the City of Seaside

As last adopted by Council November 2020

Projects	Location	Allocation AFY
Broadway Catalyst	Alhambra to Hillsdale	0.000
Ascent (Sea Grove)	Broadway Ave and Terrace St	11.746
Auto Center Properties	Del Monte to Fremont, North of Olympia and south of Auto Center Parkway	3.602
WBUV	West Broadway Study Area	7.545
Small Commercial Allocation Account	MPWMD Coverage Area	5.656
ADU Water Allocation	Citywide	5.000
Public Credit*		1.144
Total remaining (Pre-Paralta):		33.549

*Public Credit not included in total

Remaining Balances in Accounts

Projects	Location	Remaining Allocation AFY
Ascent (Sea Grove)	Broadway Ave and Terrace St	0.000
Auto Center Properties	Del Monte to Fremont, North of Olympia and south of Auto Center Parkway	3.602
WBUV	West Broadway Study Area	4.4838
Small Commercial Allocation Account	MPWMD Coverage Area	4.101
ADU Water Allocation	Citywide	0.000
Water "Refund" from Seaside Muni May 2023	Unallocated	0.469
Public Credit*		1.043
Total remaining (Pre-Paralta):		12.656

*Public Credit not included in total

Proposed Water Allocation Assignments With Pure Water Monterey Allocation

Projects	Location	Remaining Water Credits			Total
		Pre-Paralta	Public Credit	PWM	
Ascent (Sea Grove)	Broadway Ave and Terrace St	-	-	-	0.000
Auto Center Properties	Del Monte to Fremont, North of Olympia and south of Auto Center Parkway	3.602	-	-	3.602
WBUV	West Broadway Study Area	4.4838	-	2.5	6.984
Small Commercial Allocation Account	Cal Am Service Area	4.101	-	1.5	5.601
ADU Water Allocation	Cal Am Service Area	0.000	-	3.0	3.000
CampusTown Offsite Affordable Housing	Cal Am Service Area	-	-	2.0	2.000
Affordable Housing - RHNA	Cal Am Service Area	-	-	6.5	6.500
Unallocated Reserve	Unallocated	0.469	-	5.5	5.969
Public Credit		-	1.043	-	1.043
Total		12.656	1.043	21.000	34.699



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Sheri Damon, City Attorney

DATE: February 20, 2025

**SUBJECT: APPROVE AMENDMENTS TO THE RESOLUTION REGARDING
THE DESIGNATION AS A SANCTUARY CITY**

RECOMMENDATION

Consider and approve amendments to the Sanctuary City resolution.

BACKGROUND

On or about March 29, 2017, the City adopted Resolution 17-25 which addressed President Trump's January 2017 Executive Orders titled "Enhancing Public Safety in the Interior of the United States" and "Border Security and Immigration Enforcement Improvements". Resolution 17-25 declared Seaside a sanctuary city and adopted a series of operational measures to preserve Seaside's commitment to protecting and preserving the rights and dignity of all of its residents while complying with federal law.

The resolution focused on the rich history of Seaside and the patriotism and diversity of the military personnel who passed through Fort Ord while protecting our country's freedoms. Thirty percent of Seaside residents (nearly three times the national average) are foreign-born, and from this beautiful beachhead of diversity and inclusion, of dreams and aspirations.

Since the adoption of Resolution 17-25 in 2017, there have been significant changes in both state and federal policies regarding immigration enforcement. At the state level, California has continued to strengthen its commitment to protecting immigrant communities, while at the federal level, the Trump administration has implemented new measures to enforce immigration laws.

State-level Updates

California has maintained its status as a sanctuary state, with SB54 remaining the cornerstone of this commitment. Additional legislation has been passed to further support undocumented individuals and immigrant communities:

SB104: Expanded Medi-Cal eligibility for undocumented individuals.

AB699: Created safe spaces on school grounds.

AB450: Restricted access to employee records or workplaces without proper judicial authorization.

California Dream Act (AB 130 & 131): Made state financial aid available for eligible undocumented students.

TRUST Act (AB4): Limited cooperation between local law enforcement and ICE in cases involving non-serious offenses.

Federal-level Updates

President Trump took office for his second term on January 20, 2025, and immediately signed several executive orders related to immigration enforcement⁴. These orders include:

Enhancing Public Safety in the Interior of the United States
Border Security and Immigration Enforcement Improvements

These executive orders reaffirm the administration's commitment to enforcing federal immigration laws and potentially withholding federal funding from sanctuary jurisdictions.

Seaside Updates

Since the adoption of Resolution 17-25, Seaside has:

Modified its operational policies to reflect the city values

Adopted Resolution 22-xx supporting reproductive freedoms;

Adopted policies and resolutions supporting the diverse heritage of the City's residents

Continued its policing policies reflective of the values and requirements of Resolution 17-25;

Seaside's Current Policies

Seaside's existing operational policies fully address the collective provisions of all state legislative laws. SPD does not take part in civil immigration sweeps. Immigration enforcement is a federal activity, not a local law enforcement responsibility. In particular, the police department does not have legal authority or training to engage in such enforcement. Seaside Police Officers swear an oath to the Constitution that was forged as that long march to liberty began. They carry out their daily duties with diligence, dignity and honor, in partnership with the community they serve. They

do so without discrimination to race, ethnicity, national origin or immigration status.

In the case of Seaside, federal funding averages over the past two years an average of \$1.4 million in federal funding, the bulk of which in any typical year includes pass-through via the Presidio of Monterey Base Operations and Maintenance Contract, the services provided by the ESCA team related to the transfer and reuse of the former Fort Ord lands and CDBG Block Grant funds. However, in FY 21-22, the City received \$10.9 million in federal funding largely due to \$9 million received for ARPA funding.

Amendments to Resolution 17-25

- Given these developments, the attached updates Resolution 17-25 in the following areas:

Updates the legislative adoptions that have occurred since 2017 and reaffirms Seaside's commitment to sanctuary status;

Emphasizes and prioritizes community safety for all residents regardless of immigration status;

Reiterates that immigration enforcement is a federal responsibility, not a local law enforcement duty;

Reiterates, Seaside's ongoing operational policies conform with both state laws and the city's values while complying with federal law

By incorporating these updates, Seaside can demonstrate its ongoing commitment to protecting and preserving the rights and dignity of all its residents while adapting to the evolving legal and political landscape surrounding immigration enforcement.

FISCAL IMPACT

No immediate, however, potential financial impact from loss of or delays in federal funding due to identification as a sanctuary city

ATTACHMENTS

1. Resolution
2. Revisions to Resolution 17-25 -redline

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

RESOLUTION NO. 25-XX

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

WHEREAS, the United States of America was founded to secure life, liberty and the pursuit of happiness; and

WHEREAS, every signatory to the Declaration of Independence and United States Constitution was either foreign-born or descended from immigrants; and

WHEREAS, the United States of America's success has been founded on and sustained by successive waves of immigrants who leave all they and their families have ever known to secure the blessings of liberty and personal industriousness in a nation ever stronger for their contributions to it; and

WHEREAS, while immigration law and policy is a clearly federal responsibility which the City of Seaside has previously urged the President of the United States and Congress to comprehensively reform with Resolution 2013-31, the long march of liberty, begun at Lexington and Concord in 1775, has and will always be fought by citizens in our nation's cities, towns and villages; and

WHEREAS, the California Values Act (SB 54), signed into law on October 5, 2017, and effective January 1, 2018, is the cornerstone of California's sanctuary state policies that protect the rights of all individuals in California by limiting local law enforcement cooperation with federal immigration; creating safe spaces, requiring judicial warrants; prohibitions on Federal commandeering while creating exceptions for serious offenses; and

+

WHEREAS, the City of Seaside adopted Resolution 17-25 which addresses the requirements of the California Values Act and has been following said policies since the date of adoption on March 29, 2017; and

WHEREAS, since the adoption of Resolution 17-25, California has continued to demonstrate its commitment to supporting undocumented individuals and immigrant communities through progressive legislative measures aimed at ensuring access to essential services, education, and protections; and

WHEREAS, Senate Bill 104 (SB 104) expands Medi-Cal eligibility to undocumented young adults under the age of 26, providing access to comprehensive healthcare services regardless of immigration status, thereby promoting public health and equity; and

WHEREAS, Assembly Bill 699 (AB 699) establishes protections for immigrant students and their families by limiting Immigration and Customs Enforcement (ICE) activities on school grounds, ensuring that schools remain safe spaces for learning free from fear of intimidation or deportation; and

WHEREAS, Assembly Bill 450 (AB 450) prohibits employers from voluntarily cooperating with ICE by restricting access to employee records or workplaces without proper judicial authorization, safeguarding the rights and privacy of workers; and

WHEREAS, the California Dream Act, through Assembly Bills 130 and 131 (AB 130 and AB 131), enables eligible undocumented students to receive financial aid, including non-state-funded scholarships and state-funded grants such as Cal Grants, thereby expanding access to higher education opportunities; and

WHEREAS, the TRUST Act (AB 4) limits cooperation between local law enforcement agencies and ICE in cases involving non-serious offenses, fostering trust between immigrant communities and law enforcement while upholding due process rights; and

WHEREAS, the building of a welcoming community is fundamental to a vibrant and inclusive City of Seaside, assuring immigrants, refugees, and other newcomers opportunities for economic security, empowerment, civic engagement, safety and freedom from discrimination, oppression and violence; and

WHEREAS, the City of Seaside has proudly served as a waypoint in America's long march of freedom as both a notably inclusive community, welcoming Rev. Martin Luther King Jr., and serving as home to Fort Ord, America's first integrated military base; and

WHEREAS, the 1.7 million soldiers trained at Fort Ord included immigrants, deployed to every corner of the globe over the life of the base, ably serving this nation and inspiring freedom seekers everywhere as a unifying force of personal liberty and constitutional democracy, without regard to race, ethnicity or nation of origin; and

WHEREAS, the City of Seaside's unique contributions to America's long march of freedom are such that is a wonderfully distinctive sanctuary of inclusion and diversity; a community with thirty percent of its citizenry foreign-born; a community pulsing with the hardwork and ambition of first and second generation Americans; a community blessed with veterans who've worn the flag of freedom on their uniforms; and

WHEREAS, the City of Seaside recognizes the rights and dignity of women, LGBTQ+ individuals, transgender people, and all marginalized groups, and is committed to providing a safe and inclusive environment for all residents; and

WHEREAS, DACA recipients, often referred to as Dreamers, have grown up in our communities, contributed to our economy, and deserve protection from deportation; and

WHEREAS, while the Seaside Police Department specifically adheres to 8 U.S. Code 1373, it does not, nor is it prepared to, nor is it authorized to, serve as a federal police force for immigration purposes; and

WHEREAS, the Seaside Police Department's mission is "to provide quality police services, in partnership with our community, to enhance and maintain a safe environment"; and

WHEREAS, while respecting the federal government's primary responsibility for immigration law, policy and enforcement, the maintenance of a safe environment is a primary City responsibility, and one that can only be secured with absolute trust between its Police Department and citizens including immigrant residents it serves and comes into contact with, and that trust is threatened when local agencies are involved in immigration enforcement; and

WHEREAS, the current federal administration's executive orders and policies have caused uncertainty, division and fear, all of which are counter-productive to the maintenance of a safe environment within the City of Seaside, and many Seaside residents have deep concerns about the potential policies and actions by the new federal administration, it is appropriate and necessary for the City Council of Seaside to affirmatively state the City's principles and direct the City's policies; and

WHEREAS, it is important to make clear that we are one community in Seaside, and all of our children, mothers, fathers, sisters and brothers, regardless of immigration status, contribute to the social and economic fabric of this city; and

WHEREAS, a strong community is one that includes people of all backgrounds and invests in all of its people; and

WHEREAS, it is self-evident that the politics of division and fear are themselves counter-productive to the long march of liberty and freedom on which the United States was founded and has long endured.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby confirm and proclaim Seaside to be a Sanctuary City; and

BE IT FURTHER RESOLVED, that Seaside is a sanctuary for inclusion, diversity, personal industry and the rule of law, consistent with the founding ideals and documents of this long great nation; and

BE IT FURTHER RESOLVED, that the City Council declares Seaside to be a Sanctuary City in honor of the nearly two million soldiers who trained at Fort Ord and went on to valiantly defend the blessings of liberty anywhere they were threatened; and

BE IT FURTHER RESOLVED, that Seaside Police Officers, sworn to uphold the U.S. Constitution against all enemies, foreign and domestic, continue to act in accordance with 8 U.S. Code 1373 as they continue to serve on the front lines of public safety; and-

BE IT FURTHER RESOLVED, that the City of Seaside shall not use any city resources, including personnel, facilities, or funds, to assist in the enforcement of federal immigration law, unless such assistance is required by federal or state statute, regulation, or court decision; and

BE IT FURTHER RESOLVED, that the City of Seaside prohibits discrimination based on sexual orientation, gender identity, gender expression, race, ethnicity, national origin, religion, or any other protected characteristic in all city services, employment, and contracting; and

BE IT FURTHER RESOLVED, that the City of Seaside shall work with local school districts to ensure that all students, regardless of immigration status, have access to education without fear of immigration enforcement on school grounds; and

BE IT FURTHER RESOLVED, that the Seaside Police Department continue to build trust within the community by refraining from asking or recording information regarding immigration status or nation of origin in routine police interactions; and

BE IT FURTHER RESOLVED, that City staff review confidentiality policies to ensure that eligible individuals are not deterred from seeking services or otherwise engaging in the civic life of the community based on immigration status or nation of origin; and

BE IT FURTHER RESOLVED, that no agreement under federal executive order or policy, wherein City of Seaside personnel would contractually undertake immigration enforcement activities on behalf of the Department of Homeland Security, shall be entered into without the specific approval of the Seaside City Council; and

BE IT FURTHER RESOLVED, that, consistent with law and respecting federalism as a foundational matter, no City of Seaside funds, facilities, equipment or personnel shall be directed to federal immigration enforcement activities except if legally mandated by court order or warrant or state law; and

BE IT FURTHER RESOLVED, that, consistent with law, Seaside Police Officers

shall require a judicial warrant prior to detaining an individual based solely on immigration status or in any manner prolonging the detention of an individual based solely on immigration status at the request of U.S. Immigration and Customs Enforcement (ICE) or Customs and Border Protection (CBP); and

BE IT FURTHER RESOLVED, that the Seaside City Council requests ICE and CBP personnel to be clearly identified while working within City limits and further requests ICE and CBP personnel refrain from any custodial actions within necessary and sensitive public areas of the community including, schools, parks, libraries, local public buildings or places of worship; and

BE IT FURTHER RESOLVED, that the Seaside City Council restates its request that the President of the United States and Congress undertake comprehensive immigration reform, consistent with the inclusive ideals of the nation, and honoring the commitment, hard-work and bravery of all immigrants yearning to build bright and law-abiding futures for families under the blessings of American liberty.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 20th day of February, 2025, 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

+RESOLUTION NO. 25-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
~~SEASIDE SEASIDE~~
DECLARING SEASIDE A SANCTUARY CITY**

WHEREAS, the United States of America was founded to secure life, liberty and the pursuit of happiness; and

WHEREAS, every signatory to the Declaration of Independence and United States Constitution was either foreign-born or descended from immigrants; and

WHEREAS, the United States of America's success has been founded on and sustained by successive waves of immigrants who leave all they and their families have ever known to secure the blessings of liberty and personal industriousness in a nation ever stronger for their contributions to it; and

WHEREAS, while immigration law and policy is a clearly federal responsibility which the City of Seaside has previously urged the President of the United States and Congress to comprehensively reform with Resolution 2013-31, the long march of liberty, begun at Lexington and Concord in 1775, has and will always be fought by citizens in our nation's cities, towns and villages; and-

~~**WHEREAS**, the California Values Act (SB 54), signed into law on October 5, 2017, and effective January 1, 2018, is the cornerstone of California's sanctuary state policies that protect the rights of all individuals in California by limiting local law enforcement cooperation with federal immigration; creating safe spaces, requiring judicial warrants, prohibitions on Federal commandeering while creating exceptions for serious offenses; and~~

~~**WHEREAS**, the California Values Act (SB 54), signed into law on October 5, 2017, and effective January 1, 2018, is the cornerstone of California's sanctuary state policies that protect the rights of all individuals in California by limiting local law enforcement cooperation with federal immigration; creating safe spaces, requiring judicial warrants; prohibitions on Federal commandeering while creating exceptions for serious offenses; and~~

~~±~~

WHEREAS, the City of Seaside adopted Resolution 17-25 which addresses the requirements of the California Values Act and has been following said policies since the date of adoption on March 29, 2017; and

WHEREAS, since the adoption of Resolution 17-25, California has continued to demonstrate its commitment to supporting undocumented individuals and immigrant communities through progressive legislative measures aimed at ensuring access to essential services, education, and protections; and

WHEREAS, Senate Bill 104 (SB 104) expands Medi-Cal eligibility to undocumented young adults under the age of 26, providing access to comprehensive healthcare services regardless of immigration status, thereby promoting public health and equity; and

WHEREAS, Assembly Bill 699 (AB 699) establishes protections for immigrant students and their families by limiting Immigration and Customs Enforcement (ICE) activities on school grounds, ensuring that schools remain safe spaces for learning free from fear of intimidation or deportation; and

WHEREAS, Assembly Bill 450 (AB 450) prohibits employers from voluntarily cooperating with ICE by restricting access to employee records or workplaces without proper judicial authorization, safeguarding the rights and privacy of workers; and

WHEREAS, the California Dream Act, through Assembly Bills 130 and 131 (AB 130 and AB 131), enables eligible undocumented students to receive financial aid, including non-state-funded scholarships and state-funded grants such as Cal Grants, thereby expanding access to higher education opportunities; and

WHEREAS, the TRUST Act (AB 4) limits cooperation between local law enforcement agencies and ICE in cases involving non-serious offenses, fostering trust between immigrant communities and law enforcement while upholding due process rights; and

WHEREAS, the building of a welcoming community is fundamental to a vibrant and inclusive City of Seaside, assuring immigrants, refugees, and other newcomers opportunities for economic security, empowerment, civic engagement, safety and freedom from discrimination, oppression and violence; and

~~**WHEREAS**, communities serving as waypoints on America's long march of liberty include human rights and consent of the governed at Gettysburg, worker's rights at Pullman in Chicago, civil rights in Selma, ag workers' rights in Delano, and gay rights at Stonewall in New York; and~~

WHEREAS, the City of Seaside has proudly served as a waypoint in America's long march of freedom as both a notably inclusive community, welcoming Rev. Martin Luther King Jr., and serving as home to Fort Ord, America's first integrated military

base; and

WHEREAS, the 1.7 million soldiers trained at Fort Ord included immigrants, deployed to every corner of the globe over the life of the base, ably serving this nation and inspiring freedom seekers everywhere as a unifying force of personal liberty and constitutional democracy, without regard to race, ethnicity or nation of origin; and

WHEREAS, the City of Seaside's unique contributions to America's long march of freedom are such that is a wonderfully distinctive sanctuary of inclusion and diversity; a community with thirty percent of its citizenry foreign-born; a community pulsing with the hardwork and ambition of first and second generation Americans; a community blessed with veterans who've worn the flag of freedom on their uniforms; and-

WHEREAS, the City of Seaside recognizes the rights and dignity of women, LGBTQ+ individuals, transgender people, and all marginalized groups, and is committed to providing a safe and inclusive environment for all residents; and

WHEREAS, DACA recipients, often referred to as Dreamers, have grown up in our communities, contributed to our economy, and deserve protection from deportation; and

~~**WHEREAS,** while respecting the federal government's primary responsibility for immigration law, policy and enforcement, a fundamental precept of local public safety is a foundational sense of trust between local police forces and the citizens they serve; and~~

WHEREAS, while the Seaside Police Department specifically adheres to 8 U.S. Code 1373, it does not, nor is it prepared to, nor is it authorized to, serve as a federal police force for immigration purposes; and

WHEREAS, the Seaside Police Department's mission is "to provide quality police services, in partnership with our community, to enhance and maintain a safe environment"; and

~~**WHEREAS,** while respecting the federal government's primary responsibility for immigration law, policy and enforcement,~~ the maintenance of a safe environment is a primary City responsibility, and one that can only be secured with absolute trust between its Police Department and citizens including immigrant residents it serves and comes into contact with, and that trust is threatened when local agencies are involved in immigration enforcement; and

~~**WHEREAS,** as Executive Order 13768~~ the current federal administration's executive orders and policies have as-caused uncertainty, division and fear, all of which are counter-productive to the maintenance of a safe environment within the City of Seaside, and many Seaside residents have deep concerns about the potential policies

and actions by the new federal administration, it is appropriate and necessary for the City Council of Seaside to affirmatively state the City's principles and direct the City's policies; and

WHEREAS, it is important to make clear that we are one community in Seaside, and all of our children, mothers, fathers, sisters and brothers, regardless of immigration status, contribute to the social and economic fabric of this city; and

WHEREAS, a strong community is one that includes people of all backgrounds and invests in all of its people; and

WHEREAS, it is self-evident that the politics of division and fear are themselves counter-productive to the long march of liberty and freedom on which the United States was founded and has long endured.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby confirm and proclaim Seaside to be a Sanctuary City; and

BE IT FURTHER RESOLVED, that Seaside is a sanctuary for inclusion, diversity, personal industry and the rule of law, consistent with the founding ideals and documents of this long great nation; and

BE IT FURTHER RESOLVED, that the City Council declares Seaside to be a Sanctuary City in honor of the nearly two million soldiers who trained at Fort Ord and went on to valiantly defend the blessings of liberty anywhere they were threatened; and

BE IT FURTHER RESOLVED, that Seaside Police Officers, sworn to uphold the U.S. Constitution against all enemies, foreign and domestic, continue to act in accordance with 8 U.S. Code 1373 as they continue to serve on the front lines of public safety; and-

BE IT FURTHER RESOLVED, that the City of Seaside shall not use any city resources, including personnel, facilities, or funds, to assist in the enforcement of federal immigration law, unless such assistance is required by federal or state statute, regulation, or court decision; and

BE IT FURTHER RESOLVED, that the City of Seaside prohibits discrimination based on sexual orientation, gender identity, gender expression, race, ethnicity, national origin, religion, or any other protected characteristic in all city services, employment, and contracting; and

BE IT FURTHER RESOLVED, that the City of Seaside shall work with local school districts to ensure that all students, regardless of immigration status, have access to education without fear of immigration enforcement on school grounds; and

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BE IT FURTHER RESOLVED, that City staff review confidentiality policies to ensure that eligible individuals are not deterred from seeking services or otherwise engaging in the civic life of the community based on immigration status or nation of origin; and

BE IT FURTHER RESOLVED, that no agreement ~~under Section 8(b) of Executive Order 13768 under federal executive order or policy~~, wherein City of Seaside personnel would contractually undertake immigration enforcement activities on behalf of the Department of Homeland Security, shall be entered into without the specific approval of the Seaside City Council; and

BE IT FURTHER RESOLVED, that, consistent with law and respecting federalism as a foundational matter, no City of Seaside funds, facilities, equipment or personnel shall be directed to federal immigration enforcement activities except if legally mandated by court order or warrant or state law; ~~under Executive Order 13768~~; and

BE IT FURTHER RESOLVED, that, consistent with law, Seaside Police Officers shall require a judicial warrant prior to detaining an individual based solely on immigration status or in any manner prolonging the detention of an individual based solely on immigration status at the request of U.S. Immigration and Customs Enforcement (ICE) or Customs and Border Protection (CBP); and

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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