



AMENDED A G E N D A

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, March 6, 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. RECEIVE A PRESENTATION FROM PALENKE ARTS ON THE 2024 COMMUNITY SOCIAL SERVICES GRANT PROGRAM (JUAN SANCHEZ, PALENKE ARTS EXECUTIVE DIRECTOR/FOUNDER)

B. RECEIVE A PRESENTATION FROM COMMUNITY PARTNERSHIP FOR YOUTH ("CPY") ON THE 2024 COMMUNITY SOCIAL SERVICES GRANT PROGRAM

C. RECEIVE A PRESENTATION FROM THE FAMILY AND COMMUNITY SUPPORT PROGRAM (FAMILY & COMMUNITY SUPPORT PRACTITIONER DERRICK ELDER)

8. CONSENT AGENDA

A. APPROVE A PROCLAMATION RECOGNIZING APRIL 6-12, 2025, AS NATIONAL CRIME VICTIMS' RIGHTS WEEK

RECOMMENDATION: Approve a proclamation recognizing Crime Victims' Rights Week from April 6-12, 2025, in the City of Seaside.

The agenda was amended and this item was added to the agenda.

B. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM KINDNESS ROCKS 831 TO ASSIST WITH THE COST ASSOCIATED WITH THEIR ANNUAL EASTER EGG HUNT

RECOMMENDATION: Approve the request.

C. APPROVE CO-SPONSORSHIP AND WAIVE ALL FEES RELATED TO THE ACTION COUNCIL - BUILDING HEALTHY COMMUNITIES JUNETEENTH JUBILEE CELEBRATION AT LAGUNA GRANDE PARK AND SEASIDE CITY HALL LAWN ON JUNE 14, 2025, IN THE AMOUNT OF \$4,949.00

RECOMMENDATION: Approve the co-sponsorship and fee waiver request.

D. APPROVE CO-SPONSORSHIP OF SUSTAINABLE SEASIDE'S 2025 SUSTAINABLE SEASIDE EARTH DAY CELEBRATION AND ELECTRIC VEHICLE TEST DRIVE/DEMO FAIR AT SEASIDE CITY HALL LAWN ON APRIL 27, 2025, IN THE AMOUNT OF \$3,421.00

RECOMMENDATION: Approve the co-sponsorship and fee waiver request from Sustainable Seaside.

E. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE CITYWIDE CDBG ADA CURB RAMP PROJECT AND AWARDING A CONSTRUCTION AGREEMENT TO JMS CEMENT CONTRACTORS INC. FOR AN AMOUNT NOT TO EXCEED \$224,000.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$244,000.00

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the Citywide CDBG ADA Curb Ramp Project; awarding a construction agreement to JMS Cement Contractors Inc. for an amount not to exceed \$224,000.00; establishing approximately 10% construction contingency for a total project construction amount not to exceed \$244,000.00; and authorizing the City Manager to execute the construction agreement and approve any amendments, extensions, and charge orders until completion of the project in accordance with the plans and specifications up to the total project construction amount.

F. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR AN AMOUNT NOT TO

EXCEED \$94,639.00 FOR THE CITYWIDE CDBG ADA CURB RAMP PROJECT

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a professional services agreement with Wallace Group for construction management and inspection services for the Citywide CDBG ADA Curb Ramp Project for an amount not to exceed \$94,639.00.

G. ADOPT A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH GRACE CARROLL CONSULTING FOR COMPREHENSIVE EVALUATION SERVICES FOR THE CITY'S SAFE NEIGHBORHOODS AND SCHOOLS "PROP 47" GRANT

RECOMMENDATION: Approve the resolution to authorize the agreement.

H. ADOPT A RESOLUTION PRIORITIZING SEASIDE'S WATER ALLOCATION WITHIN THE CALIFORNIA AMERICAN WATER COMPANY SERVICE AREA

RECOMMENDATION: Adopt a resolution to prioritize water allocations within the Cal-Am Service Area.

I. ADOPT A RESOLUTION AUTHORIZING A MAINTENANCE AND RIGHT OF ENTRY AGREEMENT WITH ASCENT SEASIDE, LLC. FOR STORMWATER CONTROL AT SEAGROVE APARTMENTS

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a maintenance and right of entry agreement with Ascent Seaside, LLC.

J. ADOPT A RESOLUTION AUTHORIZING A FENCE MAINTENANCE AGREEMENT WITH ASCENT SEASIDE, LLC FOR A FENCE LOCATED IN THE PUBLIC ALLEY RIGHT OF WAY ADJACENT TO THE SEAGROVE APARTMENTS

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a fence maintenance with Ascent Seaside, LLC.

K. ADOPT A RESOLUTION APPROVING TWO STORM DRAINAGE EASEMENTS FOR CAMPUS TOWN PROJECT

RECOMMENDATION: Approve the attached drainage easements between the City of Seaside ("City" or "Grantor") and KB-Bakewell Seaside II, LLC ("Grantee" or "Developer"), for (a) the GJM/Lightfighter East Basin, and (b) the 1st Street/Lightfighter West Temporary Basin.

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) (SECOND READING, ROLL CALL VOTE)

RECOMMENDATION: Conduct the second reading and adopt the ordinance.

The agenda was amended and this item had corrections applied to Attachment 5. See staff report for details.

10. BUSINESS ITEMS

A. APPROVE FIVE-YEAR LEASE AGREEMENT WITH FRIENDS OF SEASIDE PARKS (FOSPA) AND THE CITY OF SEASIDE FOR A PORTION OF CAPRA PARK

RECOMMENDATION: Approve lease with the FOSPA for the purposes of developing, maintaining and caring for community garden area and authorize the City Manager to take all other actions to implement the agreement.

B. CONSIDER A POTENTIAL PARTNERSHIP WITH MONTEREY BAY FOOTBALL CLUB (COUNCIL MEMBER MILLER)

RECOMMENDATION: Consider the request for partnership with Monterey Bay FC.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Increase the amount of monthly stipends for City Council members (Pacheco)
2. Receive a report on the "Day-lighting" enforcement (Garcia-Arrazola)
3. Limiting/moratorium on new gun shops in Seaside (Oglesby)
4. Short-term rental funds distribution (Burks)
5. SNIP Bus funding (Burks)

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

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

13. CLOSED SESSION

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

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

Title: City Attorney

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

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

Agency Negotiators: City Manager, et. al

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

Under Negotiation: Price, terms of payment or both

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

Property: 956 & 962 Hilby Avenue, Seaside, CA 93955

Agency Negotiators: City Manager, City Attorney.

Negotiating Parties: Stepping Stone Outreach, Inc. and City of Seaside

Under Negotiation: Price, terms of payment, or both

The agenda was amended and this item was added to the agenda.

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

Two Matters of Potential Litigation

14. ADJOURNMENT

Next Regularly Scheduled Meeting:

March 20, 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.

City of Seaside PROCLAMATION



National Crime Victims' Rights Week April 6-12, 2025

WHEREAS, surviving a crime can have myriad lasting effects on victims, including physical, psychological, social, and financial issues; and

WHEREAS, we know that countless survivors never tell anyone about what happened to them; each of us has a moral responsibility to actively participate in the healing of others; and

WHEREAS, it is necessary to create safe environments for survivors of crime, providing not only support but also access to critical services and, above all, hope; and

WHEREAS, victim service providers, community members, businesses, places of worship, colleagues, neighbors, and family members are capable of providing victim-centered, trauma-informed, and culturally responsive support; and

WHEREAS, we must listen to survivors and be willing to create new options for support to ensure that all victims of crime can receive help and seek justice; and

WHEREAS, we must do everything we can to show survivors that hope — the belief that the future will be better — is not just tangible but within their reach; and

WHEREAS, National Crime Victims' Rights Week encourages all people to ask themselves the question, "How would you help a victim of crime?"; and

WHEREAS, the City of Seaside is hereby dedicated to raising awareness of options, services, and hope for crime survivors.

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 week of April 6-12, 2025, as Crime Victim's Rights Week reaffirming this City's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice and peace.

Ian N. Oglesby, Mayor
Mach 6, 2025



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Dan Meewis, Assistant City Manager

DATE: March 6, 2025

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
OF \$3,000.00 FROM KINDNESS ROCKS 831 TO ASSIST WITH
THE COST ASSOCIATED WITH THEIR ANNUAL EASTER EGG
HUNT**

RECOMMENDATION

Approve the request.

BACKGROUND

Kindness Rocks 831 is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to assist with the cost associated with their Annual Easter Egg Hunt. The funds will go towards purchasing plastic eggs, egg stuffers, first, second, and third prizes, bunny hop prizes, art and crafts for all to enjoy, board games for kids, rock painting supplies, live music (DJ), bunny costume, photographer for family photos with Easter bunny. Their goal is to have several recycling trash cans set up throughout the park. They will also be cleaning up trash throughout the event. they will be using eco-friendly plates and cups. They also only use non-toxic painting products for rock painting.

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 June 16, 2022, City Council meeting. They submitted their 2022 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 \$25,364.61. If the City Council approves this request, the balance will decrease to \$22,364.61. 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 Kindness Rocks 831 2025
 2. Kindness Rocks 831 501(c)(3) and Non Profit Information
 3. Mayor's Youth Fund Closing Report - Kindness Rocks 831 2022
-

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: 1/10/2025 8:46 AM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

Purpose

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

Eligible Applications

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

Submittal of Contribution Requests

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

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

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

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

Evaluation Process & Criteria

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

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

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

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

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

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

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

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

Contribution Limits

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

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

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

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

Payment Process

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

Funding Requirements

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

Individual Requests

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

Name of Organization	Kindness Rocks 831
Name	Samantha Chioino
Email Address	kindnessrocks831@gmail.com
Address	1848 Juarez St
City	Seaside
State	CA
Zip Code	93955
Phone Number	<u>831-601-7298</u>
Additional Phone Number	<i>Field not completed.</i>
Percentage of Residents or Students of Seaside	100%

Number of Participants	500-1500
Ages of Participants	1-17
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:	Art, Music
Are you funding a reward for one of these activities?	Yes
Description of event, activity or program funding pertains to:	Annual Easter Egg Hunt at Laguna Grande Park
Attach Additional Information as Necessary	KR831 Egg Hunt 2025.jpg
Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:	Funds will be used to purchase plastic eggs, egg stuffers, 1st 2nd and 3rd egg hunt prizes, bunny hop prizes, arts and crafts for all to enjoy, board games for kids, rock painting supplies, live music (DJ), bunny costume, photographer for family photos with Easter bunny. Our goal is to have several recycling trash cans set up throughout the park. Our volunteers will also be cleaning up trash throughout the event. We will be using eco-friendly plates and cups. We also only use non-toxic painting products for rock painting. We will be accepting old electronic devices at our event so that we can take to a recycling center.
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 are accepting donations for plastic eggs and painting supplies
Total Amount Requested:	3000.00
Electronic Signature Agreement	I agree.
Electronic Signature	Samantha Chiono
Date	1/10/2025

COME JOIN US!

**EGG
HUNT**

**CAR
SHOW**

FUN

**FREE
ENTRY
MUSIC
PRIZES
FOOD**

Kindness Rocks 831

**EASTER
EGG HUNT**

SATURDAY APRIL 12TH 2025

12PM - 5PM

LAGUNA GRANDE PARK - SEASIDE CA

EGG HUNT STARTS AT 1PM



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-11-2022

Employer Identification Number:
88-2251037

Form: SS-4

Number of this notice: CP 575 G

KINDNESS ROCKS 831 LIMITED
SAMANTHA M CHIOINO SOLE MBR
1848 JUAREZ ST
SEASIDE, CA 93955

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-2251037. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

Articles of Incorporation

A set of formal documents filed with the Secretary of State to legally document the creation of a new business entity.



5038028



STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF INCORPORATION
CA NONPROFIT CORPORATION
PUBLIC BENEFIT

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: 5038028

Date Filed: 4/21/2022

B0652-4947 04/21/2022 12:41 PM Received by California Secretary of State

Corporation Name	KINDNESS ROCKS 831 LIMITED
Initial Street Address of Principal Office of Corporation Principal Address	1848 JUAREZ ST SEASIDE, CA 93955
Initial Mailing Address of Corporation Mailing Address	1848 JUAREZ ST SEASIDE, CA 93955
Attention	
Agent for Service of Process	
☒ I certify the selected California Registered Corporate Agent (1505) has agreed to serve as the Agent for Service of Process for this entity.	
California Registered Corporate Agent (1505)	LEGALINC REGISTERED AGENTS, INC. Registered Corporate 1505 Agent
Purpose Statement	This corporation is a Nonprofit Public Benefit Corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for: Public purposes
Additional Statements	The specific purpose of this corporation is to Our purpose is to spread kindness throughout the community by painting/hiding words of hope on rocks. This corporation is organized and operated exclusively for the purposes set forth within the meaning of Internal Revenue Code section 501(c)(3). No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office. The property of this corporation is irrevocably dedicated to the purposes set forth herein and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3). Notwithstanding any of the above statements of purpose and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purpose of this corporation.
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of these Articles of Incorporation.	
Electronic Signature	☒ I declare that I am the person who executed this instrument, which execution is my act and deed.

LOVETTE DOBSON

Signature

04/21/2022

Date

Statement of the Incorporator

A document signed by the Incorporator, which identifies the initial directors of the corporation.

STATE of CALIFORNIA
STATEMENT *and* RESIGNATION of the INCORPORATOR
A NONPROFIT CORPORATION

The undersigned, the Incorporator of **KINDNESS ROCKS 831 LIMITED**, who signed and filed its Articles of Incorporation (or similar organizing document) with the California Secretary of State (or other appropriate state office), appoints the following individuals to serve as directors of the corporation, who shall serve as directors until the first meeting of shareholders for the election of directors and until their successors are elected and agree to serve on the board:

Name and address of each initial director:

SAMANTHA CHIOINO
1848 JUAREZ ST
SEASIDE, CA 93955

Additionally, the undersigned does hereby tender his/her resignation as Incorporator for the Corporation, and from any and all involvement with, control of, or authority over the Corporation, real or perceived, effective immediately.

Dated: April 29th, 2022

A handwritten signature in black ink that reads "Lovette Dobson". The signature is written in a cursive, flowing style.

Lovette Dobson, Incorporator

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: 6/16/22

Name of Organization: Kindness Rocks 831

Contact: Samantha Chioino

Address: 1848 Juarez St, Seaside CA 93955

Email/Phone: samchioino@gmail.com - 831-236-8567

Amount of Donation Received: \$3000.00

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

Using funds for 831 Talent Show 10/1/22 - Prize money, DJ, Hall fees, decorations, trophies

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.

2/15/22 - Seaside beach cleanup - recycled all plastics found on beach, trash dump

Signature: Samantha Chioino

Date: 8/22/22

***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.C.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

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

DATE: March 6, 2025

**SUBJECT: APPROVE CO-SPONSORSHIP AND WAIVE ALL FEES RELATED
TO THE ACTION COUNCIL - BUILDING HEALTHY
COMMUNITIES JUNETEENTH JUBILEE CELEBRATION AT
LAGUNA GRANDE PARK AND SEASIDE CITY HALL LAWN ON
JUNE 14, 2025, IN THE AMOUNT OF \$4,949.00**

RECOMMENDATION

Approve the co-sponsorship and fee waiver request.

BACKGROUND

The Action Council Building Healthy Communities is requesting to hold their annual "Juneteenth Jubilee Celebration" on Saturday, June 14, 2025. Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States. This day is celebrated with performances (speakers, singers, dancers, etc.), a barbecue, watermelon, and red soda. Juneteenth Jubilee Celebration is open to the public and no fees will be charged. This application was reviewed by the City's Special Event Committee.

This event will also need to utilize Canyon Del Rey Boulevard for the activities of the event. The closure of Canyon Del Rey Boulevard will greatly enhance the event, and will allow for greater safety for participants, volunteers, and the organizing team.

They are requesting the use of a portable stage, a sound system, electrical access, bounce houses, the city's pop-up tents, 10 tables, 85 chairs, portable restrooms and washing stations. The last fee waiver and co-sponsorship request was approved at the April 04, 2024, City Council meeting.

FISCAL IMPACT

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

Special Event Application	\$ 110.00
Laguna Grande Park Rental Fee	\$ 121.00
City Hall Lawn Rental Fee	\$ 112.00
Laguna Grande Park & City hall Lawn Deposit	\$ 381.00
Bounce House Fee	\$ 34.00
Public Works/Setup and Breakdown	\$ 2,809.00
Portable Potties & Hand Wash Station	\$1,200.00
<u>Insurance</u>	<u>\$ 294.00</u>
TOTAL	\$4,949.00

ATTACHMENTS

1. Action Council - Building Healty Comminties - Fee Waiver Request & Special Event Application 2025
2. Maps - Action Council - Building Healty Comminties -Juneteenth - 2025
3. Temporary Street Closure Policy- Action Council - Building Healhy Commuities 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: Action Council of Monterey County- Building Healthy Communities
Name of Applicant: Rosalyn Green
Address: PO Box 327 City: Seaside State: Ca
Phone: 8319019180 Email: rosalynbhc@actioncouncil.org

EVENT INFORMATION:

Event Title: Juneteenth Jubilee Celebration
Event Description: Celebration of Black Culture commenorating emancipation
Event Date: 6/14/25 Room(s) Requested: Laguana Grande Lakeside 1&2
Time (including set-up): 8:00am - Dusk Approximate Number of Guests: Community

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: City co-sponsor annual event

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 6/15/24 ☐ No

What is your organization's tax identification number? _____

What percentage of your members or participants resides in Seaside? _____

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: Rosalyn Green

Date: 2/18/25

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

OR

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

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

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



SEASIDE CALIFORNIA

Parks and Picnics Facility Use Request Form

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

CONTACT INFORMATION:

Name of Applicant: Rosalyn Green
Address: PO Box 327 City: Seaside Zip: 93955
Phone: 8319019180 Email: rosalynbhc@actioncouncil.org
☒ Resident ☐ Non-Resident Organization: Action Council of Monterey County
Building Healthy Communities

FACILITY RESERVATION:

Intended Use/Activity: Juneteenth Jubilee Celebration
Reservation Date(s): 6/14/24 Times: (Available 8 AM-Dusk) 8:00am-Dusk
Location Requested: (All fees per current adopted fee schedule)

Soper

- ☐ BBQ Area 1 ☐ BBQ Area 2 ☐ BBQ Area 3
☐ Large BBQ Area ☐ Entire BBQ Areas

Laguna Grande Park

- ☒ Lakeside BBQ Area 1 ☒ Lakeside BBQ Area 2 ☒ Entire Lakeside BBQ Areas
☐ Eucalyptus BBQ Area ☐ Hillside BBQ Area 1 ☐ Hillside BBQ Area 2
☐ Hillside BBQ Area 3 ☐ Hillside BBQ Area 4 ☐ Hillside BBQ Area 5
☐ Hillside BBQ Area 6

Other

- ☐ Metz BBQ Area ☐ Ellis Park BBQ Area ☐ Robert's Lake
☐ City Hall Lawn ☐ Sports Complex

Do you intend to play music? (No amplified, live music, or bands allowed) ☒ Yes ☐ No
Do you intend to use the BBQ pits? ☐ Yes ☒ No

☒ Bounce House (additional fee)

Estimated Attendance: Community

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____ Date: _____

Note: - Original to Resource Management/Recreation Department
- Copy to Police Department



SEASIDE CALIFORNIA

Parks and Picnics Facility Use Request Form

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

I, the undersigned, hereby certify that I will be personally responsible for any damage sustained to the grounds, buildings, furniture, or equipment occurring through the occupancy of said facilities. I will also be responsible for the enforcement of the Department rules and regulations. City Ordinance 9.12020 makes it unlawful for any person to knowingly make, continue or cause to be made or continue any excessive, unnecessary or unusually loud noise. City Ordinance 9.08.060(B)(1) makes it unlawful for any person using a park to consume or have in his/her possession an open container of any alcoholic beverage. Please be aware that the City does not provide electricity for any park reservation other than a reservation made for a City Function.

For rentals on Nights/Weekends or Holidays please call 831-394-6811 for police matters. For rental concerns or restroom issues, please call 831-760-2236. If no one responds within 15 minutes, then call 831-860-2336. It is also recommend that you have a copy of your receipt on hand during your rental.

Initials: RG

Food Sales and Prohibited Goods & Materials:

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

Initials: RG

IT IS DISTINCTLY UNDERSTOOD AND AGREE, that the applicant assumes all risk for loss, damage, liability, injury, and costs or expenses that may arise during or because of such use or occupancy of the facility of the city of Seaside and its Public Works Department. The applicant further agrees that in consideration of being permitted to use said facilities, he/she will save and hold the City of Seaside and said Public Works Department and/or its employees, free and harmless from any loss claims liability, damage and/or injuries to persons or property that in any way may be caused by applicants use or occupancy of said facilities.

NOTE: All Park Rental Fees Are Non-Refundable

75% of cleaning deposits will be refunded within 14 -21 working days after use of facility.
The remaining 25% of the deposit will be kept in the Janitorial/Maintenance account.

(Rental Area Must Be Clean In Order To Receive a Refund)

Signature of Applicant: Rosalyn Jones

Date: 2/18/25



SEASIDE
CALIFORNIA

Special Event Application

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

Date: 2/17/25

Dear Event Sponsor:

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

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

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



SEASIDE CALIFORNIA

Special Event Application

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

CONTACT INFORMATION:

Organization: Action Council of Monterey County - Building Healthy Communities

Name of Applicant: __Rosalyn Green

Address: P.O Box 327 _____ City: _Seaside
_____ State: __Ca__

Phone: _831-901-9180_____ Email:
rosalynbhc@actioncouncil.org_____

Day of Event Contact Name and Phone: _6/14/25 Rosalyn Green 831-901-9180

EVENT INFORMATION:

Event Title: _Juneteenth Jubilee Celebration

Event Category:

- ☐ Athletic / Recreation ☐ Concert / Performance ☐ Circus
☐ x Celebration / Festival ☐ Parade / March / Procession ☐ Dance
☐ Carnival ☐ Other: _____

Event Date and Time: __6/14/25

8:00-8:00pm_____

Setup:

__8:00am_____

Event Start:

1:00pm_____

Event End:

_6:00pm_____

Clean up: _____

Event Location: _Laguna Grande Park Lakeside 1 & 2

EVENT DESCRIPTION:

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



SEASIDE
CALIFORNIA

Special Event Application

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

_Annual_Celebration of black culture commemorating

emancipation, Speakers, Performances,

vendors,

kids zone to include jump houses

Number of Participants: __Community

Event Benefiting: __Community

Federal ID # (if applicable):

☒ 501 C(3) ☐ 501 C(6) ☐ Commercial-For Profit ☐

Other: _____

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

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

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

How will the event be advertised and promoted? __Flyers, Social Media, News Outlets

Signs posted: No

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

☒ x P.A. System	☐ x Generator(s)	☐ x Amplified sound / music
☐ x Booths	☐ Bleachers	☐ Cooking fuel
☒ x Tents	☐ Banners	☐ x Barricades



**SEASIDE
CALIFORNIA**

Special Event Application

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

☐ Other: Stage, Bounce houses, Porta Potties, 10 Tables & 85 Chairs

Will the event include music or live performances? Yes

☒ Yes ☐ No

Will film, video, or photography be involved with the production of event?

☒ Yes ☐ No

Yes

Do you intend to sell food or beverage?

☐ Yes ☐ No

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

Do you intend to sell other merchandise?

☐ Yes ☐ No

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

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served? No

☐ Yes ☒ No

Will alcohol be sold? *(If yes, please attach ABC license)* No

☐ Yes ☒ No

Parking arrangements: Open Parking

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

Seaside PD

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

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

(Police and Fire are Participants)

Public Works



SEASIDE
CALIFORNIA

Special Event Application

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

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

Pick up team established

Other pertinent information or special requests:

APPLICANT AGREEMENT

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

Applicant Signature: Rachaela

Date: 2/17/25



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

Attach to application and mail to:

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

SPECIFIC EVENT CONDITIONS OF APPROVAL

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

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

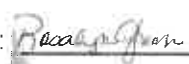
PROVISIONS

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

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

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

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

Applicant Signature: 

Date: 2/17/25



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

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

Insurance Agency: _____ Insurance Agent: _____
Phone Number: _____ Policy Number: _____

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

Applicant Signature: Rachael G. [Signature] Date: 2/17/25

(For Office Use Only)

Authorization

- | | |
|---|--|
| ☐ Building _____ | ☐ Recreation _____ |
| ☐ Planning _____ | ☐ Redevelopment _____ |
| ☐ Police _____ | ☐ Public Works _____ |
| ☐ Fire _____ | ☐ County Health _____ |
| ☐ Finance _____ | |



SEASIDE
CALIFORNIA

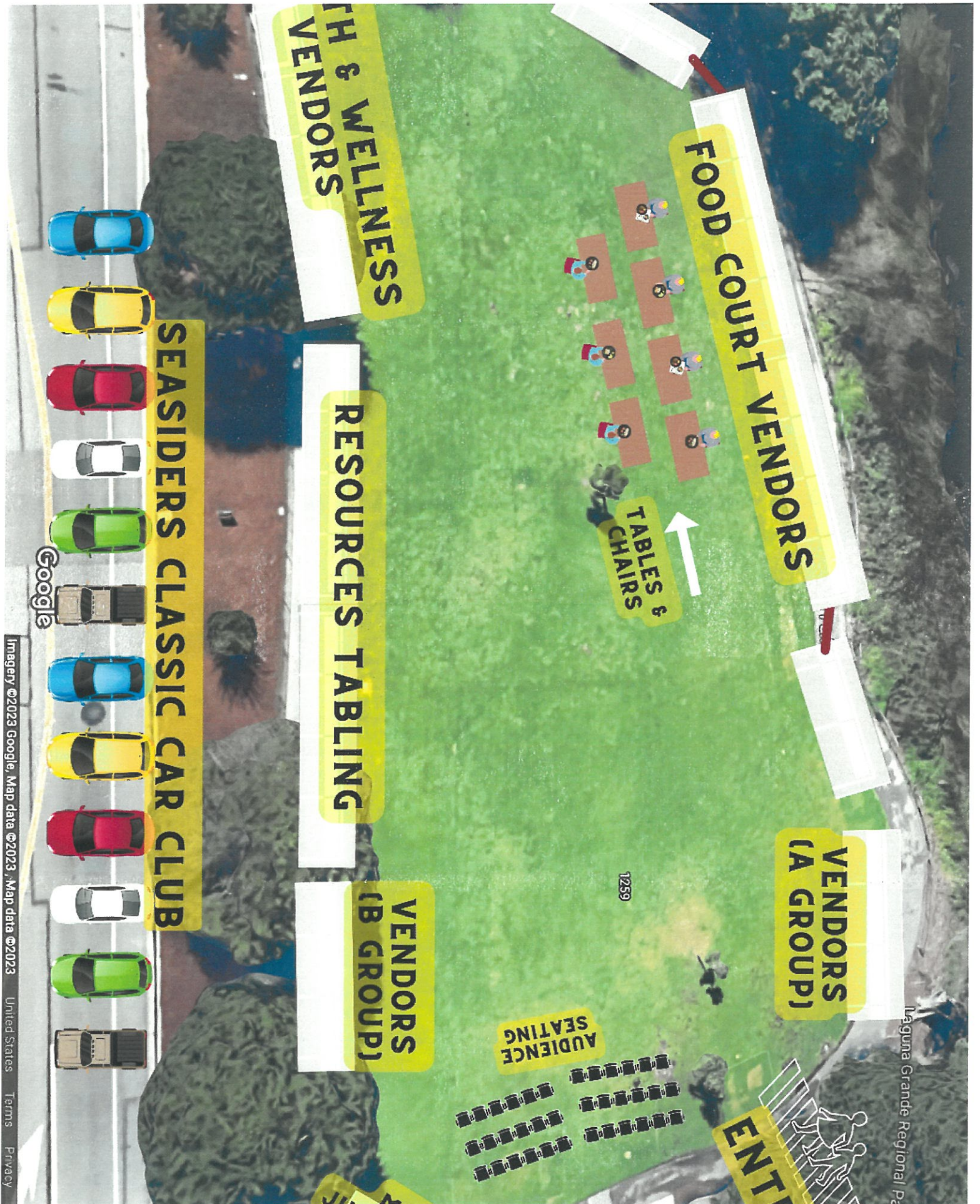
Special Event Application

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

Comments: _____











TEMPORARY STREET CLOSURE POLICY

I. Purpose

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

II. Scope

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

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

III. Policy Criteria

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



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

IV. Application Procedure

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



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

V. Road Closure / Barricade Equipment:

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

VI. Public Notification

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



VII. Fees and Charges

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

VIII. Additional Event Requirements

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

IX. Damages & Insurance

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



February 2022

TEMPORARY STREET CLOSURE APPLICATION

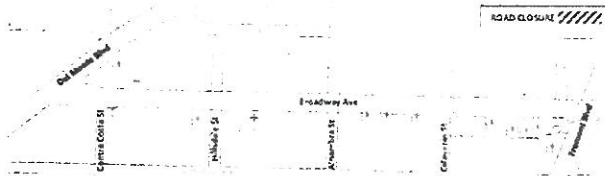
Applicant Information	
Name of Applicant: Action Council- Building Healthy Communities	Date: 2/17/25
Mailing Address: PO Box 327	City/ State: Seaside Ca 93955
Email: rosalynbhc@actioncouncil.org	Phone: 831-901-9180

Street Closure Details		
Name of the Event / Purpose of Closure: Juneteenth Jubilee Festival		
General Description: Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the U.S		
Event Start and End Time: 1pm-8pm	Estimated number of people in attendance: 200	
Date of Event: 6/14/25	Total Number of streets to be closed: 4	
Will alcohol be served? No	Will the event include live or amplified music? Yes	
Streets to be closed (please attach a detailed site map of closure location): A: Canyon Del Rey Blvd from to Hilby Ave & Sonoma Ave B: Harcourt Ave from to Canyon Del Rey to Hillsdale St, Allston St & Hillsdale St at Harcourt Ave C: _____ from to _____		
Street close time: 11:00am	Street opening time: 9:00pm	
Supplementary questions	Yes	No
Will vehicles be allowed inside the closure?	X	
If yes, please explain why and provide their locations: Vendors		
Are you planning to hire a security company for the planned closure?		X
If yes, provide the Company name, phone number, name of Supervisor, and locations for where security will be placed:		



February 2022

STREET CLOSURE NOTIFICATION (SAMPLE)

Notice Application for Street Closure	
This notice serves as notification that a request for street closure has been submitted to the City of Seaside and includes a request to close a portion of: (insert street)	
Noticing Date: 2/17/25	
Name of Applicant: Rosalyn Green/ Action Council- Building Healthy Communities	
Name of the Event / Purpose of Closure: Juneteenth Jubilee Festival	
Date of Closure: 06/14/25	
Start Time of Closure: 11:00am	End Time of Closure: 9:00pm
Streets to be closed: A: _Canyon Del-Rey-----from to Hilby Avenue to Sonoma Ave B: Harcourt Ave----- from to _Canyon Del Rey to Hillsdale, Allston street+Hillsdale St at Harcourt Ave C: _____ from to _____	
Map of Closure: Map of Street Closure: 	
<u>To provide input on this application:</u> Provide written comment to city clerk@ci.seaside.ca.us , include the following in the subject line "Public comment Item # (insert the agenda item number relevance to your comment). Written comments must be received by 3pm of the day of the meeting Provide public comment in person at the meeting.	
Meeting Date/Time: 03/06/2025 5:00 p.m.	Meeting Information:



February 2022

I certify that the information provided in the application is true and correct to the best of my knowledge.

Applicant Signature: Rosalyn Green

Date: 2/17/25

For Official Use Only

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

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



February 2022

If yes, what are the approval conditions?	
Name of Dept. Head:	Title:
Signature:	

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



February 2022

Signature: _____

Status of Application

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

City Manager's Signature / Date: _____

If applicable, scheduled for City Council consideration on: _____



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

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

DATE: March 6, 2025

**SUBJECT: APPROVE CO-SPONSORSHIP OF SUSTAINABLE SEASIDE'S
2025 SUSTAINABLE SEASIDE EARTH DAY CELEBRATION AND
ELECTRIC VEHICLE TEST DRIVE/DEMO FAIR AT SEASIDE CITY
HALL LAWN ON APRIL 27, 2025, IN THE AMOUNT OF
\$3,421.00**

RECOMMENDATION

Approve the co-sponsorship and fee waiver request from Sustainable Seaside.

BACKGROUND

Sustainable Seaside is requesting co-sponsorship to waive all fees and staff costs related to their annual Seaside Earth Day Celebration and Electric Vehicle Test Drive/Demo Fair on the City Hall Lawn on April 27, 2025. A Special Event application was submitted and reviewed by staff and the Special Event Committee.

This annual community celebration of the arts, nature, and sustainability focuses our attention on how we can all be more environmentally friendly in our neighborhoods, the City, and the world. It is not only a celebration, but an educational opportunity for the community, meant to raise awareness of and foster sustainability locally and towards a healthy planet. In addition, the Parks & Recreation Commission will be hosting an Arbor Day celebration in conjunction with Sustainable Seaside during this event, and will be providing information on improving our tree canopy in the City.

They are requesting the use of a portable stage, electrical access, 34 tables, 64 chairs, and a sound system. This is the sixth request from Sustainable Seaside for co-sponsorship of this event. The last fee waiver and co-sponsorship request was approved

at the February 15, 2024, City Council meeting.

FISCAL IMPACT

Should the City Council approve the request for co-sponsorship of the Seaside Sustainable Earth Day Celebration and Electric Vehicle Test Drive/Demo Fair to waive all fees and staff costs, the approximate fiscal impact is as follows:

Public Works Staff/Set-up and Tear Down	\$2,809.00
Special Event Application Fee	\$ 110.00
Deposit	\$ 183.00
Insurance Coverage	\$ 207.00
<u>Rental Fee</u>	<u>\$ 112.00</u>
TOTAL	\$3,421.00

ATTACHMENTS

1. Sustainable Seaside Special Event Application 2025
2. Sustainable Seaside Fee Waiver Request 2025
3. Sustainable Seaside Layout Map on City Hall Lawn 2025
4. Seaside Earth Day EV Test Drive Map 2025

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager



**SEASIDE
CALIFORNIA**

Special Event Application

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

Date:

Dear Event Sponsor:

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

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

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



**SEASIDE
CALIFORNIA**

Special Event Application

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

CONTACT INFORMATION:

Organization: Sustainable Seaside

Name of Applicant: Catherine Crockett

Address: 1739 Havana St. City: Seaside State: CA

Phone: 831-915-7257 Email: cm_crockett@sbcglobal.net

Day of Event Contact Name and Phone: Catherine Crockett (831) 915-7257

EVENT INFORMATION:

Event Title: 2025 Seaside Earth Day

Event Category:

☐ Athletic / Recreation

☐ Concert / Performance

☐ Circus

☒ Celebration / Festival

☐ Parade / March / Procession

☐ Dance

☐ Carnival

☐ Other: _____

Event Date and Time: 4/27/2025, 1 pm to 4 pm

Setup: 11 am Event Start: 1 pm Event End: 4 pm Clean up: 4:30-5 pm

Event Location: Seaside City Hall Lawn

EVENT DESCRIPTION:

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

See attachment A

Number of Participants: 200 to 250 Event Benefiting: Free event

Federal ID # (if applicable): 26-1183384 Communities for Sustainable Monterey County, a 501c3

☒ 501 C(3)

☐ 501 C(6)

☐ Commercial-For Profit

☐ Other: _____

Will admission be charged? ☐ Yes, tickets cost: No tickets, free event ☐ No



SEASIDE CALIFORNIA

Special Event Application

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

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

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

No restrictions. Open to the general public.

How will the event be advertised and promoted? Sustainable Seaside's email calendar, social media, website, online community calendars, and press release to local media

Signs posted: A banner will be provided to the City to be displayed temporarily on the City Hall Lawn at the intersection of Harcourt Ave. and Canyon Del Rey Blvd. a week in advance of the event.

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

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

We will require a raised stage for speakers and musical performances.

The stage will require electrical connection from the City Hall power source to the stage.

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

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

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

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

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

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

Vendor Name

Vendor Address

We will invite Big Sur Taco food truck to park on Harcourt Ave. alongside the event to sell food.

Describe Merchandise

Fresh, Mexican fast food.

Will alcohol be served? ☐ Yes ☒ No

Will alcohol be sold? *(If yes, please attach ABC license)* ☐ Yes ☒ No

Parking arrangements: Visitors will park in the City Hall parking lot areas not used by

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

N/A

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

N/A

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

Will coordinate with Seaside Recreation Department and Public Works to stage the event

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

Will coordinate with the City of Seaside to put out trash and recycle bins. Sustainable

Seaside will rent an ADA-compliant portable toilet with a wash station for the afternoon.

Other pertinent information or special requests: We request that the curb on Harcourt Ave adjacent to the City Hall lawn be closed to parking on Sunday, March 1 between 9 am and 5 pm.

We will not present an Electric Vehicle Test Drive fair as we have for the last three years. That means that we will not need to close off part of the parking lot area.

APPLICANT AGREEMENT

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

Applicant Signature: _____

Catherine Casckett

Date: 1-21-2025



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

Attach to application and mail to:

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

SPECIFIC EVENT CONDITIONS OF APPROVAL

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

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

PROVISIONS

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

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

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

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

Applicant Signature: _____

Catherine Crockett

Date: 2-21-2025



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, P.O. box 810, Seaside, CA 93955.

Insurance Agency: _____ Insurance Agent: _____
Phone Number: _____ Policy Number: _____

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

Applicant Signature: Catherine Casco Date: 1-21-2025

(For Office Use Only)

Authorization

☐ Building _____	☐ Recreation _____
☐ Planning _____	☐ Redevelopment _____
☐ Police _____	☐ Public Works _____
☐ Fire _____	☐ County Health _____
☐ Finance _____	

Comments: _____

ATTACHMENT A

Sustainable Seaside Special Event Application: Earth Day Celebration, April 27, 2025

DESCRIPTION OF EVENT-PLEASE ATTACH SITE/ROUTE MAP

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

Description:

This is a community celebration of our planet and an opportunity to promote environmental awareness and actions for living more sustainably in our homes, neighborhoods, in our city, and in the world. City Hall Lawn activities include speakers, information booths, demonstrations, children's activities, live music. It is both a celebration and an educational event, meant to encourage local actions to preserve and protect our planet now and for future generations.

This will require:

- 34 six-foot long folding tables,
- 60 folding chairs - one at each of the 34 folding tables and 30 in front of the stage for the audience
- a raised stage, (same as was used for the 2024 Earth Day Event on City Hall Lawn)
- Electrical connection between the City Hall power source and the stage for sound equipment

Sustainable Seaside will rent an ADA-compliant portable toilet with handwashing station for the afternoon. This could be placed either in the City Hall Parking Lot in a parking space nearest the lawn. It will be delivered Friday, April 25. It will be picked up on Monday, April 28th.

See Attachment A for a map of the City Hall Lawn for more details.

ATTACHMENT A: 2025 CITY LAWN LAYOUT (SUBJECT TO REVISION)



Event Contact:
Catherine Crockett, Sust. Seaside
831-915-7257

Earth Day event, Sunday, April 27, 2025, 1-4 pm



City of Seaside

FEE WAIVER REQUEST

Name of Applicant: Catherine Crockett Organization: Sustainable

Seaside

Address: 1739 Havana Street Seaside CA 93955
Street City State Zip

Home Phone: (831) 394-1915 Cell Phone (831) 915-7257 Email Address cm_crockett@sbcglobal.net

Room(s) Requested: Seaside City Hall Lawn

Day(s) and Date(s) Requested: Sunday, April 27, 2025

Hours Requested (include set-up time): 10 am -4:30 pm. Event: 1pm - 4pm Estimated Attendance: 200 to 250

Description of Event Seaside Earth Day Celebration

Special Instructions or Equipment to Be Brought In See attached instructions

Reason for Requesting Fee Waiver:

This event is a community celebration that seeks to raise awareness about how we all can help preserve and protect our planet through local actions. With performances, information tables, demonstrations and speakers, the event will highlight the many ways individuals and organizations in our community are working to become more sustainable.

Have you received a Fee Waiver in the past? Yes ☒ No ☐

If so, what was the date of your event? April 27, 2025 – Earth Day Event

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 90 %

Are you a registered non-profit organization? Yes ☒ No ☐

What is your organization's non-profit number? EIN26-1183384 for Communities for Sustainable Monterey County, Sustainable Seaside's fiduciary sponsor.

Is organization able to provide liability insurance? If the City of Seaside co-sponsors, insurance will be covered, otherwise CSMC will also provide an insurance rider.

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

Applicant Signature Catherine Crockett

Date 1/21/2025

FOR OFFICE USE ONLY

Approved: _____
Denied: _____
Appealed: _____

Security Required? Yes ☐ No ☐
Staff Approval: _____
Date: _____

Notes: _____

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

1. At least 60% of the organization's membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501© 3 non-profit or public benefit organization and provide proof of non-profit status and a current W9 form.
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.
4. Faith based organizations may apply for fee waivers as long as the fee waiver is not directly involved to support inherently religious activities such as worship or religious instruction. Organizations must also serve all eligible beneficiaries without regard to religion.

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.

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



**SEASIDE
CALIFORNIA**

Parks and Picnics Facility Use Request Form

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

CONTACT INFORMATION:

Name of Applicant: Catherine Crockett
Address: 1739 Havana St.. City: Seaside Zip: 93955
Phone: 831-915-7257 (cell) Email: cm_crockett@sbcglobal.net
☒ Resident ☐ Non-Resident Organization: Sustainable Seaside

FACILITY RESERVATION:

Intended Use/Activity: 2024 Earth Day Celebration and Electric Vehicle Test Drive/Ride/Display
Reservation Date(s): Sunday, April 27, 2025 Times: (Available 8 AM-Dusk) 10 am - 4:30 pm
Location Requested: (All fees per current adopted fee schedule) Event times: 1 pm - 4 pm

Soper

- ☐ BBQ Area 1 ☐ BBQ Area 2 ☐ BBQ Area 3
☐ Large BBQ Area ☐ Entire BBQ Areas

Laguna Grande Park

- ☐ Lakeside BBQ Area 1 ☐ Lakeside BBQ Area 2 ☐ Entire Lakeside BBQ Areas
☐ Eucalyptus BBQ Area ☐ Hillside BBQ Area 1 ☐ Hillside BBQ Area 2
☐ Hillside BBQ Area 3 ☐ Hillside BBQ Area 4 ☐ Hillside BBQ Area 5
☐ Hillside BBQ Area 6

Other

- ☐ Metz BBQ Area ☐ Ellis Park BBQ Area ☐ Robert's Lake
☒ City Hall Lawn

Do you intend to play music? (No amplified, live music, or bands allowed) ☒ Yes ☐ No
Do you intend to use the BBQ pits? ☐ Yes ☒ No

☐ Bounce House (additional fee)

Estimated Attendance: 200-250

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____ Date: _____

Note: - Original to Resource Management/Recreation Department
- Copy to Police Department - Copy to Parks Division



**SEASIDE
CALIFORNIA**

Parks and Picnics Facility Use Request Form

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

I, the undersigned, hereby certify that I will be personally responsible for any damage sustained to the grounds, buildings, furniture, or equipment occurring through the occupancy of said facilities. I will also be responsible for the enforcement of the Department rules and regulations. City Ordinance 9.12020 makes it unlawful for any person to knowingly make, continue or cause to be made or continue any excessive, unnecessary or unusually loud noise. City Ordinance 9.08.060(B)(1) makes it unlawful for any person using a park to consume or have in his/her possession an open container of any alcoholic beverage. **Please be aware that the City does not provide electricity for any park reservation other than a reservation made for a City Function.**

For rentals on Nights/Weekends or Holidays please call 831-394-6811 for police matters. For rental concerns or restroom issues, please call 831-760-2236. If no one responds within 15 minutes, then call 831-860-2336. It is also recommend that you have a copy of your receipt on hand during your rental.

Initials: CC

Food Sales and Prohibited Goods & Materials:

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

Initials: CC

IT IS DISTINCTLY UNDERSTOOD AND AGREE, that the applicant assumes all risk for loss, damage, liability, injury, and costs or expenses that may arise during or because of such use or occupancy of the facility of the city of Seaside and its Public Works Department. The applicant further agrees that in consideration of being permitted to use said facilities, he/she will save and hold the City of Seaside and said Public Works Department and/or its employees, free and harmless from any loss claims liability, damage and/or injuries to persons or property that in any way may be caused by applicants use or occupancy of said facilities.

NOTE: All Park Rental Fees Are Non-Refundable
75% of cleaning deposits will be refunded within 14 -21 working days after use of facility.
The remaining 25% of the deposit will be kept in the Janitorial/Maintenance account.

(Rental Area Must Be Clean In Order To Receive a Refund)

Signature of Applicant: Catherine Crockett

Date: 11/21/2025

ATTACHMENT – INSTRUCTIONS

Sustainable Seaside Special Event Application: **Earth Day Celebration, April 27, 2025**

DESCRIPTION OF EVENT-PLEASE ATTACH SITE/ROUTE MAP

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

Description:

This event is a community celebration that seeks to raise awareness about how we all can help preserve and protect our planet through local actions. With performance art, information tables, demonstrations and speakers, the event will highlight the many ways individuals and organizations in our community are working to become more sustainable

This a non-political event, and we will not be endorsing political candidates, nor will we allow any campaigning at this event.

The event will feature information tables, performance art, and speakers. This will require:

- 34 six-foot long folding tables, with a chair at each table
- 64 folding chairs; a chair at each of the 34 folding tables, and 30 chairs in front of the stage for the audience
- a raised stage, (same as was used for the 2024 Earth Day event on the City Hall Lawn) - Electrical connection between the City Hall's power source and the event stage

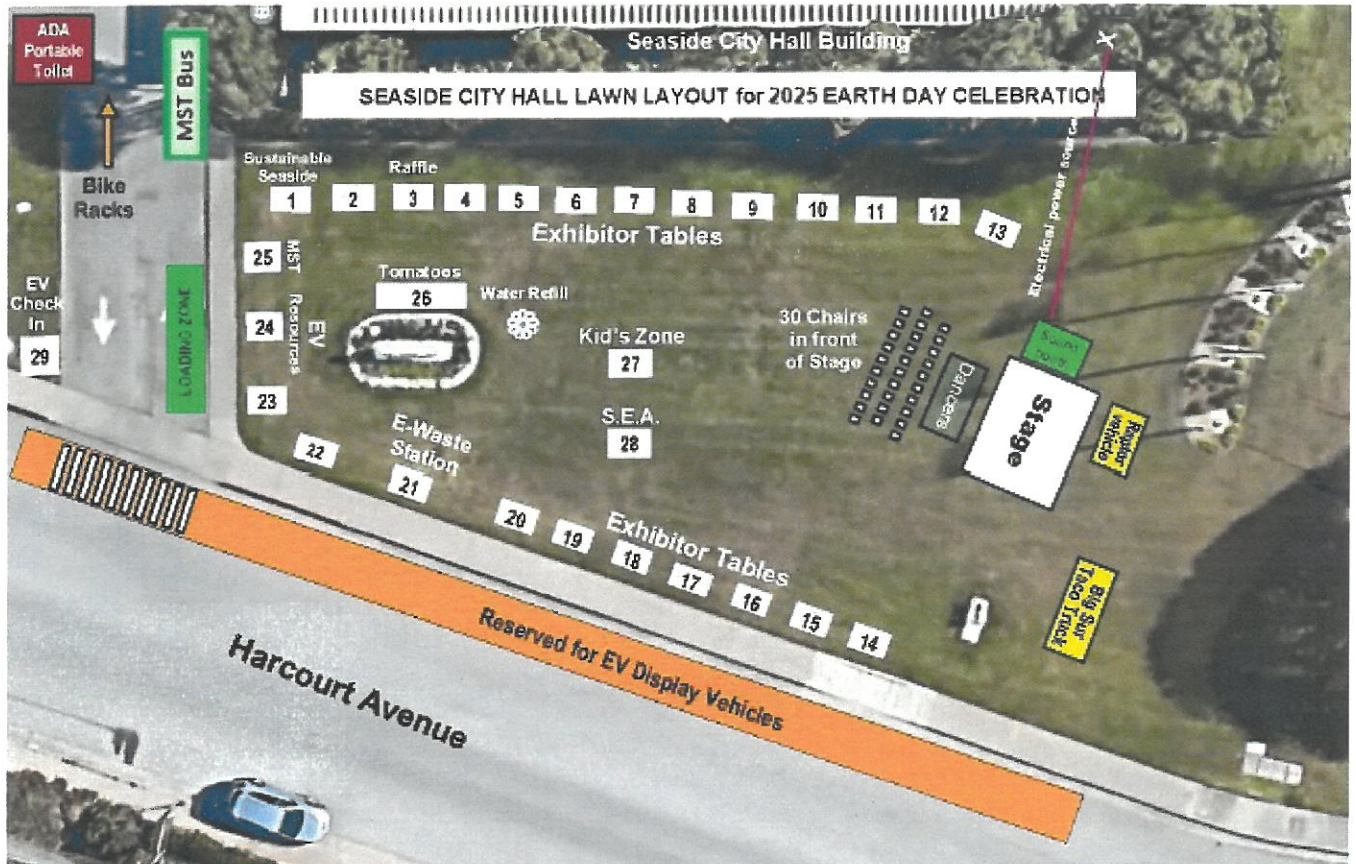
Sustainable Seaside will rent an ADA-compliant portable toilet with handwashing station for the afternoon. This will be placed on the parking lot in a parking slot nearest the City Hall Lawn entrance. The unit will be delivered Friday, April 25, 2025 and picked by on Monday, April 28, 2025.

See the attached map of City Hall Lawn for more details.

Layout for the Seaside City Hall Lawn

ATTACHMENT A

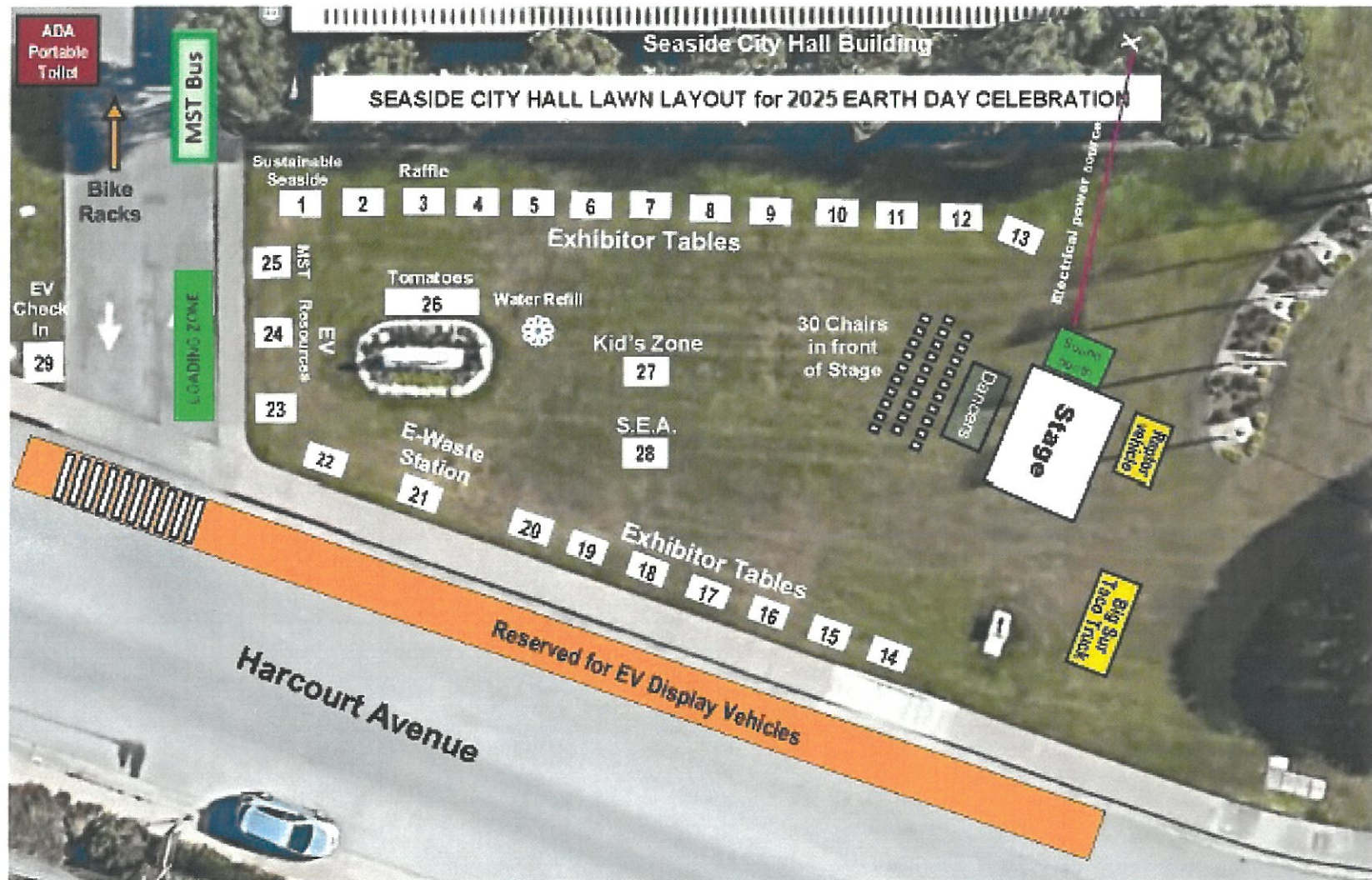
Sustainable Seaside Special Event Application:
Earth Day Celebration, April 27, 2025



Earth Day event, Sunday, April 27, 2025, 1-4 pm

Event Contact:
Catherine Crockett, Sust. Seaside
831-915-7267

ATTACHMENT A: 2025 CITY LAWN LAYOUT (SUBJECT TO REVISION)



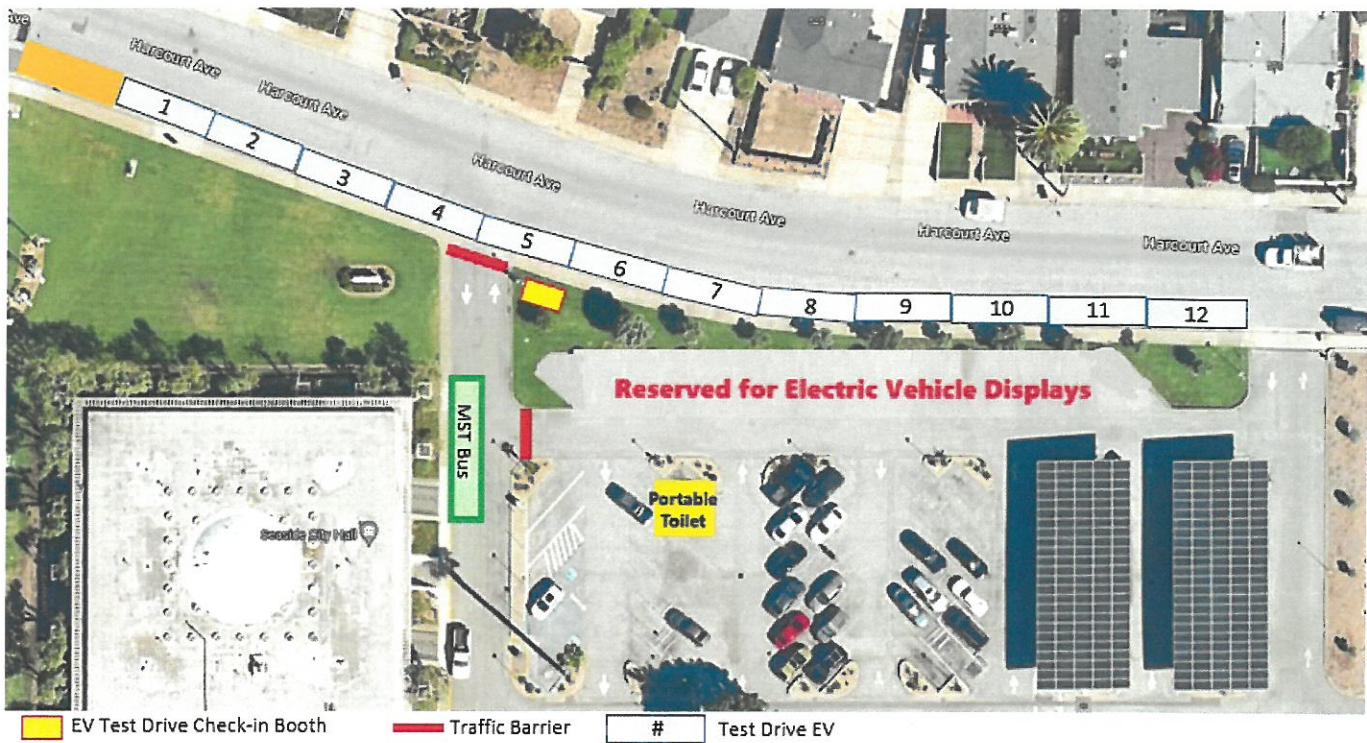
Earth Day event, Sunday, April 27, 2025, 1-4 pm

Event Contact:
Catherine Crockett, Sust. Seaside
831-916-7267

Electric Vehicle Test Drive, Ride, and Display Fair Seaside City Hall Lawn



Electric Vehicle Test Drive, Ride, and Display Fair Seaside City Hall Lawn





SEASIDE EARTH E.V TEST DRIVE



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Thomas Korman, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: March 6, 2025

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE CITYWIDE CDBG ADA CURB RAMP PROJECT AND AWARDING A CONSTRUCTION AGREEMENT TO JMS CEMENT CONTRACTORS INC. FOR AN AMOUNT NOT TO EXCEED \$224,000.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$244,000.00

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the Citywide CDBG ADA Curb Ramp Project; awarding a construction agreement to JMS Cement Contractors Inc. for an amount not to exceed \$224,000.00; establishing approximately 10% construction contingency for a total project construction amount not to exceed \$244,000.00; and authorizing the City Manager to execute the construction agreement and approve any amendments, extensions, and charge orders until completion of the project in accordance with the plans and specifications up to the total project construction amount.

BACKGROUND

The Citywide CDBG ADA Curb Ramp Project (Project) will remove non-compliant curb returns and replace them with accessible curb ramps per Caltrans A88A standard details at selected intersections within its existing footprint. On February 6, 2025, the City Council approved the Project in the FY 2024/2025 Capital Improvement Program with a budget of \$340,000.00 funded by a Community Development Block Grant (CDBG).

Due to the tight timeframe to expend the CDBG Funds, staff completed the design, held a mandatory pre-bid meeting in which several contractors attended, and the Project

was released for construction bids on February 6, 2024. Bids were received and opened on February 27, from the following contractors:

Contractor	Bid
JMS Cement Contractors, Inc.	\$266,060.00
Villalobos & Associates, Inc	\$365,450.00
The Don Chapin Company Inc.	\$504,500.00
Percision Grade, Inc.	\$608,860.00

Staff reviewed and evaluated the submitted bids, and it was determined that JMS Cement Contractors, Inc. is the lowest responsive and responsible bidder with a total bid amount of \$266,060.00 and that they have the qualifications and experience levels satisfactory to perform all work within the project scope.

Due to the budget constraints for this Project and associated construction costs, it is recommended to approve a total construction agreement with JMS Cement Contractors, Inc. for an amount not to exceed \$224,000.00. Based upon this amount, it is estimated a total of 29 curb ramps can be constructed.

ENVIRONMENTAL COMPLIANCE

All HUD-assisted projects are required to undergo an environmental review to evaluate the environmental impacts of the federal investment and be in compliance with the National Environmental Policy Act (NEPA), and other related federal and state environmental laws. Based on environmental analysis pursuant to 24 CFR 58.35(a), the City of Seaside has determined that the Project would not negatively impact the surrounding environment and would not have an adverse environmental or health effect on end users. Therefore, the categorically excluded Project converts to Exempt, per 58.34(A)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5.

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorically Exempt (Class 1, Section 15301 Existing Facilities). The project includes removing non-compliant curb returns and replacing them with accessible curb ramps, which would not result in an expansion of use.

FISCAL IMPACT

The Citywide CDBG ADA Curb Ramp Project was added to the Capital Improvement Program with a \$340,000.00 budget funded through a Community Development Block Grant by City Council on February 6, 2025. There are sufficient funds in the Project account 212-8960-9578 to execute the construction agreement including construction contingency in the amount of \$224,000.00.

ATTACHMENTS

1. Resolution
 2. Agreement
 3. Plans
 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 CITYWIDE CDBG ADA CURB RAMP PROJECT AND AWARDING A CONSTRUCTION AGREEMENT TO XX FOR AN AMOUNT NOT TO EXCEED \$224,000.00 AND TOTAL CONSTRUCTION COST INCLUDING CONTINGENCY OF \$244,000.00**

WHEREAS, the Citywide CDBG ADA Curb Ramp Project (Project) is an approved Project in the FY 2024/2025 Capital Improvement Program with a project budget of \$340,000.00 of Community Development Block Grant (CDBG) funds; and

WHEREAS, the Project will remove non-compliant curb returns and replace them with accessible curb ramps per Caltrans A88A standard details at selected intersections within its existing footprint; and

WHEREAS, the Project bid documents were released for construction bids on February 6, 2025 and bids were opened on February 27, 2025; and

WHEREAS, JMS Cement Contractors, Inc. was determined to have the lowest responsive and responsible bid in the amount of \$266,060.00; and

WHEREAS, due to the budget constraints for this Project and associated construction costs, it is recommended to approve a total construction agreement with JMS Cement Contractors, Inc. for an amount not to exceed \$224,000.00; and

WHEREAS, \$20,000.00 contingency, approximately 10% of the agreement value, should be authorized on an as required basis; and

WHEREAS, JMS Cement Contractors, Inc. has successfully completed similar projects; and

WHEREAS, the Project is categorically excluded per NEPA §58.34(A)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5; and

WHEREAS, the Project is categorical exempt per Article 19, section 15301 of CEQA because the project consists of removing non-compliant curb returns and replacing them with accessible curb ramps, 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 Citywide CDBG ADA Curb Ramp Project, and authorizes the City Manager to execute a construction agreement with JMS Cement

Contractors, Inc. for an amount not to exceed \$224,000.00 and up to approximately 10% in contingency for written amendments to the construction agreement outlined above such that the full value of the construction agreement may not exceed \$244,000.00.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Seaside duly held on the 6th day of March 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

**SECTION 00 5200
SAMPLE AGREEMENT**

THIS AGREEMENT, dated this **6th** day of **March, 2025**, by and between **JMS Cement Contractors Inc.** whose place of business is located at **2804 El Camino Real N. Salinas, CA 93907** ("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 **6th day of March, 2025** awarded to Contractor the following Contract:

CONTRACT NUMBER AG 25- ____

**Citywide CDBG ADA Curb Ramp Project
located in
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 the following Contract Sum two hundred and twenty four thousand dollars (\$224,000.00) for completion of Work in accordance with the contract documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 COMMENCEMENT OF WORK

- A. **At time of advertisement, the Notice of Award is expected to be issued on March 13th, 2025.**
- B. Contractor shall commence work on the date established in the Notice to Proceed
- C. **At time of advertisement, the Notice to Proceed is expected to be issued on JMS Cement Contractors Inc..**
- D. 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 contract within **60 Calendar Days** from the Commencement Date and **15 Calendar** days following substantial completion to achieve Final Completion.
- B. **At time of advertisement, Substantial Completion is estimated to be May 12th, 2025.**
- C. **At time of advertisement, Fina Completion is May 27th, 2025.**

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

- A. Owner has designated **Leslie LI** 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 Engineer

- A. **City of Seaside** furnished the Plans and Technical Specification and shall have the rights assigned to 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 **Three Thousand Four Hundred Dollars (\$3,200)** for each calendar 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 **Three Thousand Four Hundred Dollars (\$3,200)** for each calendar 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:

INTRODUCTORY INFORMATION

00 0101 Title Page
00 0110 Table of Contents
00 0115 Drawing List

BIDDING REQUIREMENTS

00 1113 Notice Inviting Bids
00 2113 Instructions to Bidders
00 3132 Geotechnical Data and Existing Conditions

BID FORMS AND BID SUBMITTALS

00 4113 Bid Form
00 4313 Bond Accompanying Bid
00 4314 Bidder Registration Form
Exhibit 12-B Bidder's List of Subcontractor (DBE & Non-DBE)
Exhibit 15-G Construction Contract DBE Commitment
00 4513 Statement of Qualifications
00 4519 Non-Collusion Affidavit
00 4546 Bidder Certifications
HUD-4010 Federal Labor Standards Provisions
00 4600 Debarment and Suspension Certification
00 4700 Non Lobbying Certification for Federal-Aid Contracts
00 4800 Disclosure of Lobbying Activities
CDBG B Past Performance Certification
CDBG D Non-Segregated Facilities

CDBG E Compliance with Clean Water Act
CDBG F Worker's Compensation

CONTRACT FORMS

00 5100 Notice of Award
00 5200 Agreement
00 5500 Notice to Proceed
00 6113.13 Construction Performance Bond
00 6113.16 Construction Labor and Material Payment Bond
00 6290 Escrow Agreement for Security Deposits in Lieu of Retention
00 6325 Substitution Request Form
00 6530 Release of Claims
00 6536 Guaranty

CONDITIONS OF THE CONTRACT

00 7200 General Conditions
00 316 Supplementary Conditions – Insurance and Indemnification
00 9113 Addenda (Addendum 1, Addendum 2 & Addendum 3)

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 in quadruplicate the day and year first above written.

CONTRACTOR: [CONTRACTOR'S NAME]

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(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

March 6, 2025
City Council Regular Meeting

Item 8E

ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE CITYWIDE CDBG ADA CURB RAMP PROJECT AND AWARDED A CONSTRUCTION AGREEMENT TO JMS CEMENT CONTRACTORS INC. FOR AN AMOUNT NOT TO EXCEED \$224,000.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$244,000.00

[Attachment 3 – Plans](#)

March 6, 2025
City Council Regular Meeting

Item 8E

ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE CITYWIDE CDBG ADA CURB RAMP PROJECT AND AWARDED A CONSTRUCTION AGREEMENT TO JMS CEMENT CONTRACTORS INC. FOR AN AMOUNT NOT TO EXCEED \$224,000.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$244,000.00

[Attachment 4 – Specifications](#)



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Thomas Korman, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: March 6, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL
SERVICES AGREEMENT WITH WALLACE GROUP FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR AN AMOUNT NOT TO EXCEED \$94,639.00 FOR THE
CITYWIDE CDBG ADA CURB RAMP PROJECT**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a professional services agreement with Wallace Group for construction management and inspection services for the Citywide CDBG ADA Curb Ramp Project for an amount not to exceed \$94,639.00.

BACKGROUND

The Citywide CDBG ADA Curb Ramp Project (Project) will remove non-compliant curb returns and replace them with accessible curb ramps per Caltrans A88A standard details at selected intersections within its existing footprint. The project is funded through the Community Development Block Grant program in the amount of \$340,000.00 and a approved project in the Capital Improvement Program (CIP). It is estimated that approximately 24-30 curb ramps can be constructed.

The Project was released for construction bids on February 6, 2025, and bids were opened on February 27, 2025. The construction contract is on this March 6, 2025 Council Agenda for approval.

The Project is scheduled to take 60 days to reach final completion of construction of the Project, and requires daily oversight of the contractor. The City does not have the personnel resources to support the project at this time. The Wallace Group (Wallace) is

on the City's list of On-Call Engineering Consultants to perform professional and technical services for the implementation of the CIP. Wallace provided construction management and inspection services for the Cutino Park Part 2 Phase 1 project, which was partially funded by a Community Development Block Grant (CDBG). The City requested and Wallace provided a proposal for construction management and inspection services for the Project for the amount of \$94,639.00. The services include pre-construction coordination, contractor coordination, response to contractor's request for information, processing change order requests, quantity calculations, progress estimates, daily inspections, site documentation, labor compliance, and project closeout. Staff reviewed the proposal and found the scope and fee acceptable.

FISCAL IMPACT

The professional service agreement with Wallace for construction management and inspection services for the Citywide CDBG ADA Curb Ramp Project is for an amount not to exceed \$94,639.00. The Citywide CDBG ADA Curb Ramp Project is an approved project in the 2024/2025 CIP with a project budget of \$340,000.00 funded by the Community Development Block Grant (account No. 212-8960-9578).

ATTACHMENTS

1. Resolution
 2. Professional Services 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 PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CITYWIDE CDBG ADA CURB RAMP PROJECT FOR AN AMOUNT NOT TO EXCEED \$94,639.00**

WHEREAS, the Citywide CDBG ADA Curb Ramp Project (Project) is an approved Project in the FY 2024/2025 Capital Improvement Program (CIP) with a project budget of \$340,000.00 of Community Development Block Grant (CDBG) funds; and

WHEREAS, the Project will remove non-compliant curb returns and replace them with accessible curb ramps per Caltrans A88A standard details at selected intersections within its existing footprint; and

WHEREAS, the Project bidding documents were released for construction bids on February 6, 2025 and bids were opened on February 27, 2025; and

WHEREAS, XXX was determined to be the lowest responsive and responsible bidder; and

WHEREAS, the Project requires daily oversight of the contractor and the City does not have the personnel resources to support the project at this time; and

WHEREAS, Wallace Group is on the City approved list of design consultants to perform professional and technical services for implementation of the CIP; and

WHEREAS, Wallace submitted a proposal to perform construction management and inspection services for the Project from pre-construction through project closeout including labor compliance in the amount of \$94,639.00; and

WHEREAS, Staff has determined the proposed scope of work and budget are reasonable and within the available budget.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement with Wallace Group for construction management and inspection services for the Citywide CDBG ADA Curb Ramp Project for an amount not to exceed \$94,639.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of March, 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
PROFESSIONAL SERVICE AGREEMENT
CITYWIDE CDBG ADA CURB RAMP PROJECT
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES**

THIS AGREEMENT, is made and effective _____, between the City of Seaside, a municipal corporation ("Agency") and the Wallace Group, a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____ and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

Consultant shall perform all professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGENCY MANAGEMENT

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

5. **PAYMENT**

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Ninety Four Thousand Six Hundred Thirty Nine Dollars (\$94,639.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

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

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files,

Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

(c) The city agrees to hold Consultant harmless from all damages, claims expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

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

Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or

employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Agency: City of Seaside
 440 Harcourt Ave
 Seaside, CA 93955
 Attention: City Clerk

To Consultant: Wallace Group
 612 Clarion Court
 San Luis Obispo, California 93401
 Att: Kari E. Wagner. PE

17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Zach Tesky shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Zach Tesky may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Zach Tesky from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. **LICENSES**

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

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Agency and Consultant agree that time is of the essence in this Agreement. Consultant shall perform as described in Exhibit A.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals. The incorporation of the Consultant's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or Agency, unless expressly agreed to in writing.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

(Signatures on next page)

CONSULTANT: Wallace Group
A California Corporation

By: _____ Date: _____
Kari E. Wagner, Principal

City of Seaside
A Municipal Corporation

_____ Date: _____
City Manager

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	RFQ: On-Call Consultants – Engineering Services
	Exhibit E	Resolution 22-62 On-Call Services

EXHIBIT A

February 7, 2025

Leslie Llantero
440 Harcourt Ave
Seaside, CA 93955

Subject: Construction Management & Inspection Services for the City of Seaside - Citywide CDBG ADA Curb Ramp Project

Dear Ms. Llantero:

Wallace Group appreciates the opportunity to provide you with our proposal for construction management and inspection services (CM&I) for the above referenced project. Based on our discussion, our detailed review of the project plans and specifications, we are pleased to submit the following proposal for your consideration.

PROJECT UNDERSTANDING

The City of Seaside (City) is performing the installation of new curb ramps located at various locations throughout the City, with emphasis on this project on Ord Grove and Kimball Ave. No order of priority has been developed yet and we anticipate assisting in this process with the awarded contractor and the City. No detailed design or survey was performed as part of the design process and these details will be determined in the field in coordination with the Contractor, the City, and our on-site construction inspector. It is anticipated that most curb ramps will be Caltrans Case C-1 and C-2 per the typical detail provided on Sheet C3.0 with reference to Caltrans Standard Drawings A88A and A87A.

We understand that the City has received CDBG funding for this project and specific reporting and forms will be required. We have included services from 360PSM to provide labor compliance interviews and monitoring for this project in support of the CDBG reporting requirements.

We understand the City has prepared the drawings and specifications for this project, and as part of our proposal, we have reviewed the following bid documents:

1. *Citywide CDBG ADA Curb Ramp Project* plans dated February 2025
2. *Project Manual for Citywide CDBG ADA Curb Ramp Project* specifications

SCOPE OF SERVICES

TASK 1: PRE-CONSTRUCTION SERVICES

Project Communication and Coordination

- Facilitate project communication and coordination with the City, the design engineer, utilities, local business, property owners and residents, and contractor
- Establish Procore Construction Management Software project and provide training to City project staff
- Conduct virtual Weekly Progress meetings with contract, City staff, and other involved entities
- Record and distribute meeting minutes



WALLACE GROUP®

CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
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PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us

Preconstruction Conference

- Schedule in-person pre-construction conference after contract NTP and invite attendees: Wallace Group CM Team, Contractor, City staff, and other involved entities
- Develop and distribute agenda prior to conference
- Conduct Procore orientation
- Meeting will include contractor responsibility toward:
 - Safety/Site Security
 - Public relations
 - Utility coordination
 - Traffic Control
 - Site access/Staging
 - Agreements
 - Labor compliance
 - Order of work
 - Weekly meetings
 - Submittals and RFI's
 - Quality control
 - Procedures for handling extra work or change of conditions
 - Schedule updates
 - Progress pay requests
- Record and distribute meeting minutes
- Establish tasks and due dates for outstanding items resulting from conference

Pre-Construction Photos

- Collect pre-construction photos of project locations, including curb ramps, roadways, and staging area
- Photos will be collected and stored in Procore and available for reference by all project members

Request for Information (RFI) and Submittal Management

- Utilize Procore to track and review submittals and RFI's from Contractor
- Review submittal requirements and coordinate reviews with Design Engineer and City staff
- Review and accept contractor's submittal schedule to establish list of required submittals, including due dates
- Develop and maintain submittal and RFI log within Procore
- Establish electronic workflow and tracking requirements within Procore
- Track and manage timely submittal and RFI review and response

Deliverables:

- Reviewed submittals and submittal log
- Reviewed RFIs and RFI log
- Pre-Construction Photos
- Pre-Construction Conference Agenda and Minutes

TASK 2: CONSTRUCTION PHASE

Based on the bidding documents, this project will be completed within 60 working days and have budgeted for part time inspection (4 hours/day) and two hours/day for project management. Our time and level of effort will be highly depended upon the Contractors schedule and approach to the work and any unused budget will be returned to the City. Work during the construction phase will include:

Construction Progress Meetings

- Schedule and conduct weekly project construction meetings
- Develop and distribute meeting agenda and minutes
- Meeting will include
 - Project status
 - Schedule review of 3 Week Look Ahead
 - Stakeholder coordination
 - Safety & Traffic Control Review
 - Testing and Inspections
 - Outstanding documentation review (submittals/RFI's)

Coordination of Contract Execution

- Determine mobilization schedule in conjunction with project start date
- Finalize Procore systems record keeping documentation and contract administration developed in preconstruction phase

Project Schedule

- Monitor project schedule
- Coordinate with contractor and City staff on schedule changes and adjustments throughout the project
- Keep stakeholders informed of construction schedule
- Review Contractors 3 Week Look Ahead Schedule

Change Order Management

- Review and qualify contractor requested change orders
- Investigate proposed change orders and receive City approval prior to work taking place
- Maintain log and track change order impacts
- Establish and maintain files and documentation for use in change negotiations or potential claims
- Prepare construction change order (in City format) for approval and signature

Progress Payments and Quantity Tracking

- Review and qualify contractor's monthly payment applications
- Coordinate daily reports and quantities with Contractor's foreman, identify and record potential disputes for future reference
- Review monthly Request for Payment, sign, and recommend approval for payment to the City

Construction Observation

- Perform on-site construction observation and oversight during construction activities
- Prepare Daily Log observation reports, including tracking labor, equipment, weather, observations/notes, quantities, and photos.
 - Daily reports will be maintained and available to team members at all times
 - Observations and oversight include:
 - Concrete Flatwork
 - Traffic control plans and implementation
 - Pedestrian and bicycle access
 - Lane closures
 - Pavement delineation
 - Stormwater compliance
- Report to the City when work is performed that is unsatisfactory, faulty, or does not conform to the Contract documents and advise on how the work should be remedied
- Inspector will help to coordinate notification of Police or other City Departments and may dialogue with the public on-site

- Provided oversight on the requirements of the encroachment permit are performed and documented
- Review compliance with contract documents
- Record and report design modifications
- Track inspectors set of as-builts for comparison with set provided by the Contractor for project record

Safety

- Monitor contractor's safety practices for compliance with safety program
- Utilize the following documents during field safety monitoring program:
 - CAL-OSHA Construction safety orders
 - Traffic Control Plan
 - Contractor safety plan
- Work with contractor to resolve any safety concerns on site
- Advise City of any observed or unresolved deficiencies

Punch List

- Schedule for final observation with Contractor and City to inspect complete and near complete work for deficiencies
- Review and track punch list and track items to resolution
- Provide completed punch list documentation and report to City upon completion
- Recommend and approve final payment to contractor
- Assist with the preparation and signing of the Acknowledgement of Construction Closeout and Release of Claims form

Deliverables:

- Weekly Construction Meeting Agendas and Minutes
- Inspector Daily Logs and Photos
- Progress Payment Reviews
- Change Order/Force Account Documentation

TASK 3: POST-CONSTRUCTION

As-Built Drawings

- Review as-built drawings provided by Contractor
- Assist City in review and completion of final certified record drawings

Project Closeout

- Review final invoice from the contractor
- Assemble and deliver all records, reports, certificates, pictures upon project completion
- Closeout documentation can will be delivered in digital format

Deliverables:

- Comments and review of Contractors As-Built Drawings
- Project Close Out Documentation (Submittals, RFIs, Daily Logs, Photos, Change Orders, Progress Payments, etc.)

SCHEDULE

The project is currently out to bids due in late February 2025. We expect the work to start in April/May 2025 and will continue for 60 working days.

BUDGET

Wallace Group will perform the services denoted in the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total budget, including reimbursables will not exceed our estimated budget of \$94,639 without receiving written authorization from the Client.

The detailed breakdown of our estimate budget is attached to this proposal.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in this Scope of Services or estimate of fees:

- Survey
- Engineering Services
- Materials Testing

TO BE PROVIDED BY THE CLIENT

Client shall provide the DIR Project Number for this project. To do so, the Client will need to complete the PWC-100 form and submit to the DIR prior to the commencement of the field survey. This is required to be in compliance with State of California Prevailing Wage laws.

TERMS AND CONDITIONS

If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for construction management and inspection services. If you would like to discuss this proposal in greater detail, please contact Zach Teske at zacharyt@wallacegroup.us or 831-226-9132.

Sincerely,

WALLACE GROUP, a California Corporation



Zach Teske, PE
Director of Construction Management
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

TERMS AND CONDITIONS ACCEPTED:

Signature

Printed Name

Title

Date

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Attachments

Budget Estimate
Exhibit A - 2025 Standard Rate Sheet
Exhibit B - 360PSM Proposal



2.05.2025

Zach Teske PE C87350

Director of Construction Management
WALLACE GROUP | DEDICATION TO SERVICE
C 831-226-9132 | T 805 544 4011
zacharyt@wallacegroup.us

Subject: Proposal for Federal CDBG grant funding / State Labor Compliance for the CM, Inspection & Labor Compliance for City of Seaside.

Dear Mr. Teske

360PSM is a Certified Woman Minority Business Enterprise (WMBE) founded in 2018. State of California Certified Disadvantaged Business Enterprise (DBE #45909), California Small Business for Purpose of Public Works (SB-PW) certification (ID 2019749), registered with the State of California Department of Industrial Relations, Registration Number: PW-LR-1001158288

Supporting the **WALLACE GROUP** team will be Catalina Ferreto, President of 360PSM and Labor Compliance Monitoring Officer- Analyst. Leticia Manriquez, Labor Compliance Field Interviews Assistant. **360PSM** recently provided non-engineering support services on a Federally Funded infrastructure project and on a State of California funded infrastructure projects. **360PSM** is committed to working with the **WALLACE GROUP** team on the CM, Inspection & Labor Compliance for City of Seaside.

360PSM will provide the following services

- State of California Compliance
- Federal Labor Compliance Activities for a CDBG Grant
- Field Interviews

We look forward to working with you and the other team members on this important project. The main point of contact for this project is Catalina Ferreto and she can be reached by phone at 831-500-1263 by mail at 18110 Stonehaven Dr, Salinas CA, 93908 or via email at Catalina@360PSM.com

Catalina Ferreto
360PSM Inc.
President
831-500-1263
www.360psm.com

5.9. Firm Qualification and Experience

Firm Name	360PSM INC.
DBE Firm Information	State of California #45909
Local Firm	Monterey County
Firm type	S-Corp
Year established	2018
Website	www.360psm.com
DIR number	PW-LR-1001158288
Primary point of contact (name, address, phone, email, office)	Catalina Ferreto, President 18110 Stonehaven, Salinas, CA 93908 Catalina@360PSM.COM 831-500-1263
Location of the office from which work on this engagement is to be performed	18110 Stonehaven, Salinas, CA 93908 or field interviews where capital project is under construction
Size of 360PSM Inc. and number and nature of staff.	360PSM has one full time employee and two part-time employees and 4 on-call employees. Number of staff to be assigned will depend on the number of projects and size of projects.

360PSM is a Local Firm in the Monterey County. Certified Woman Minority Business Enterprise (WMBE) founded in 2018. State of California Certified Disadvantaged Business Enterprise (DBE #45909), California Small Business for Purpose of Public Works (SB-PW) certification (ID 2019749).

360PSM was founded in 2018 by Catalina Ferreto and was created with the goal of assisting agencies on implementing the guidelines and procedures for local agencies to comply with labor compliance and associated provisions derived from the California Labor Code of Federal Regulations, regulations of the FHWA, the California Code of Regulations, and the United States Department of Labor. We help agencies to monitor contractor compliance with all the applicable payment of prevailing wages and requirements of the contract provisions.

In 2018, 360PSM was formed and began providing Labor Compliance Services to Public Agency clients. 360PSM headquarters office is located within the unincorporated County of Monterey. 360PSM successfully continues to provide Labor Compliance Services including previously assisting the City of Salinas, County of Monterey, City of Soledad, City of Seaside, County of Santa Cruz, City of Santa Cruz, San Lorenzo Valley Water District, Pajaro Sunny Mesa Water District, City of Vallejo, City of Palmdale, San Bernardino, City of Gonzales.

Person who will be authorized to answer questions and to bind the firm, the person's title, office and mailing address, email address and telephone number.

Catalina Ferreto
President
360PSM INC.
831-500-1263
Catalina@360psm.com

Firm Bios

Labor Compliance Monitoring Officer- Analyst **Catalina Ferreto** is the owner and founder of **360PSM** in 2018. **360PSM** is a Certified Woman Minority Business Enterprise (WMBE) founded in 2018. State of California Certified Disadvantaged Business Enterprise (DBE #45909), California Small Business for Purpose of Public Works (SB-PW) certification (ID 2019749).

360PSM was formed and began providing Labor Compliance Services to Public Agency clients. 360PSM headquarters office is located within the unincorporated County of Monterey. **360PSM, Catalina Ferreto** successfully continues to provide Labor Compliance Services including previously assisting the City of Salinas, County of Monterey, City of Soledad, City Gonzales, City of Seaside, County of Santa Cruz, City of Santa Cruz, San Lorenzo Valley Water District and Pajaro Sunny Mesa Water District, City of Vallejo, City of Palmdale, Monterey Regional Park District, City of San Bernardino.

Labor Compliance Field Interviews Assistant **Leticia Manriquez** Join 360PSM in 2024. **Letty's** is bilingual Spanish / English that provides great help on communication with workers in the job sites. **Letty's** role primarily supports Catalina Ferreto a Labor Compliance Officer- Analyst by conducting on-site interviews with construction workers who majorly are Spanish speakers in this area. **Letty** assists to verify compliance with prevailing wage laws, working conditions, and other labor regulations, typically on construction projects, by gathering information about their job classifications, pay rates, hours worked, and any potential concerns they may have regarding their employment.



Catalina Ferreto
360PSM
President
831-500-1263
Catalina@360PSM.com

Project Understanding / Project Overview

ADA-Compliant Ramp Installation at Ord Grove and Kimball Avenue

This project involves the removal of existing curb returns and the installation of new ADA-compliant curb ramps at Ord Grove and Kimball Avenue. These upgrades will improve accessibility and ensure compliance with the Americans with Disabilities Act (ADA), enhancing pedestrian safety for all users.

- **Estimated Project Cost:** \$340,000
- **Funding Source:** Community Development Block Grant (CDBG)
- **Project Duration:** 60 working days

These improvements will create safer, more accessible pathways, benefiting residents and visitors alike.

Scope of Work

Wallace Group is interested in having 360PSM to provide Federal Labor Compliance activities for a CDBG grant for the subject project.

The general scope of work:

Pre-Construction Phase

1. Participate in a pre-construction meeting.
2. Assist City with HUD FORM 4230A (if applicable)
3. Provide link and review with the contractor with a copy of the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction Projects."

Construction Phase

1. Perform labor compliance – check payroll etc. and site interviews.
2. Participate in approximately 20 construction meetings.
3. Assist City with federal forms Semi-Annual Report form (HUD-4710).

Post-Construction Phase

1. Participate in approximately 2 post-construction meetings.
2. Prepare HUD semi and annual reports forms Semi-Annual Report form (HUD-4710)..

Labor Compliance Monitoring.

1. Review contract provisions and labor compliance requirements with the project team.
2. Determine the specific labor standards and dates of effect for Wage Federal Davis Bacon and State Prevailing Wages for the construction project
3. Set up and maintain all compliance files and documents relating to prevailing wage for Federal Davis Bacon and State Prevailing Wages activities.
4. Set up and maintain labor compliance files tracking the prime contractor and subcontractors.
5. Attend pre-construction meetings to discuss prevailing wage requirements with contractor and subcontractors.
6. Review Contractor's compliance with all State and Federal required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Affirmative Action Plan.
7. Verify that certified payroll records are submitted by prime contractors and their subcontractors
8. Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable contract provisions.
9. Reconcile Weekly Certified Payroll Reports (CPR) & supporting documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
10. Review and verify Fringe Benefit Statements are consistent with the contract provisions and State of California requirements.
11. Monitor the submittal of Training Fund Contribution Reports.
12. Monitor workforce utilization reports to verify trade and apprenticeship participation.
13. Identify violations and investigate complaints of underpayment to workers.
14. Notify Wallace Group regarding delinquent, uncertified, inaccurate, and improperly completed payroll records and recommend appropriate corrective action for lack of strict compliance.

Wage Underpayment and Restitution Activities

1. Identify wage underpayment through audits of payroll documents, during onsite employee interviews or by complaints filed by workers on the project.
2. Calculate and recommend to Wallace Group the amount of wages that will be withheld from the contractor's payments/retention.
3. Prepare documentation that list the week endings worked, the name of the worker, trade classification, number of hours worked, rate paid, correct prevailing wage rate and the amount due each worker. Prepare and submit documentation to Wallace Group.



Compensation

We have reviewed the contract documents and have developed an estimated the following fee for labor compliance and monitoring prevailing wages. This estimate is based on an average construction project, however, there are factors beyond our control such as the performance of the contractor to complete the work on time and the number of underpayment violations. If project services are needed beyond duration, the fee would be extended at the following hourly rate.

Description	Hours	Rate	Total
Labor Compliance Monitoring Officer- Analyst	72	136.59	\$9,834.48
Labor Compliance Interviews	12	136.59	\$1,639.08
Total:			\$11,473.56

The estimated construction time 60 days.

360PSM INC includes 1 extra month for LCP closing documentation.

Conclusion

We look forward working with you on this important project. Please contact Catalina Ferreto at (831)500-1263 or email catalina@360psm.com

Sincerely,

Catalina Ferreto
President
360PSM
(831)500-1263
www.360psm.com



360PSM INC.

Fee Schedule

Hourly Rate					
	2025	2026	2027	2028	2029
Labor Compliance	136.59	140.69	144.91	149.26	153.73
Field Interviews	136.59	140.69	144.91	149.26	153.73
President	163.91	168.83	173.89	179.11	184.48

Subconsultants are reimbursed at cost plus 10%. Hourly Rates effective January 1, 2025. Each subsequent year in January rate will be adjusted for inflation of 3%

Conclusion

We look forward to working with you on this important project. Please contact Catalina Ferreto at (831)500-1263 or email catalina@360psm.com

Catalina Ferreto
President 360PSM Inc.
831-500-1263
catalina@360psm.com

Wallace Group Team Resource Estimate for the City of Seaside - Citywide CDBG ADA Curb Ramp Project

PHASE/TASK	TASK DESCRIPTION	Assistant Resident Engineer II (Anthony Lehman) HRS	Prevailing Wage Construction Inspector (Sonil Kim) HRS	360PSM Cost	Misc. Direct Costs Cost	TOTAL LABOR HOURS HRS	LABOR \$	TOTAL COST \$
		RATE	\$180	\$185	Cost		\$	\$
1	Pre-Construction	32	16		\$214	48	\$8,720	\$8,934
2	Construction (60 working days)	120	240		\$1,474	360	\$66,000	\$67,474
3	Post-Construction	24			\$402	24	\$4,320	\$4,722
4	360PSM			\$ 11,474				\$11,474
	SUB-TOTALS	176	256	\$ 11,474	\$2,090	432		
	WALLACE GROUP LABOR COSTS	\$31,680	\$47,360					\$79,040
	WALLACE GROUP DIRECT COSTS							\$2,090
	SUBCONSULTANT DIRECT COSTS							\$11,474
	DIRECT COSTS OVERHEAD @						15%	\$2,035
	TOTAL							\$94,639

Task Budgets may fluctuate within Overall Budget

~~Exhibit A~~
Standard Billing Rates



Construction/Program Management and Inspection Services:

Construction Office Tech I-III	\$125/\$135/\$145
Construction Inspector I-IV	\$150/\$155/\$160/\$165
Senior Construction Inspector	\$170
Construction Inspector (*Prevailing Wage)	\$185
Assistant Construction/ Program Manager I - II	\$165/\$170
Construction/ Program Manager I-III	\$175/\$180/\$185
Senior Construction/ Program Manager I - II	\$195/\$200
Assistant Resident Engineer I - II.....	\$175/\$180
Resident Engineer I-III	\$185/\$190/\$195
Senior Resident Engineer I-II	\$205/\$210
Director	\$228
Principal Construction Manager	\$253
Principal.....	\$280

Public Works Administration Services:

Project Analyst I - IV	\$125/\$135/\$145/\$155
Senior Project Analyst I - III	\$160/\$165/\$170
Senior Environmental Compliance Specialist I - III	\$175/\$180/\$185

Support Services:

Office Assistant	\$120
Project Assistant I - III.....	\$130/\$135/\$145

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change over time and geographic location.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary / noncontributing. Except for Professional Liability and Workers Compensation, Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

Timely notice of claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

REQUEST FOR QUALIFICATIONS
ON-CALL CONSULTANTS - ENGINEERING
FOR CITY OF SEASIDE

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Introduction

The City of Seaside (City) seeks Request for Qualifications (RFQs) from qualified consulting firms or individuals to provide On-Call Engineering Services for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

Proposal Requirements

Statement of Qualifications (SOQ) must be received by 5:00 PM Friday, April 22, 2022 at the following address:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SOQ received after this deadline will not be accepted. Incomplete responses that do not conform to the requirements specified herein will not be considered. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “**On-Call Consultants-Engineering**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to pwinfo@ci.seaside.ca.us, containing an Adobe pdf copy, should be submitted.

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in work described under "Preliminary Scope of Services". Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' and project teams experience demonstrating their capabilities and qualifications to perform the assigned task as described in the "Preliminary Scope of Services". For each individual, provide current professional registrations, related experience, educational background and years of experience with the team.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 10 page limit.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFQ	Thursday, March 24, 2022
Questions Due	Friday, April 8, 2022
Proposal due	Friday, April 22, 2022
Proposal Ranking	April 24, 2022 – May 20, 2022
Consultant Award (if applicable)	Friday, May 27, 2022

Questions Regarding This Project

All questions and/or contacts regarding this Request should be directed to:

Patrick Grogan
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: pgrogan@ci.seaside.ca.us or pwinfo@ci.seaside.ca.us
Phone (831) 899-6885

Form of Agreement

A copy of the City of Seaside Consultant Contract is included herewith.

Evaluation and Rating Criteria

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. Experience and demonstrated ability of the team. – 25 points
2. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel). – 30 points
3. Prime consultant and sub-consultants experience in providing similar projects. – 15 points
4. Client References. – 10 points
5. Overall quality of the response and conformance with SOQ requirements for content (reference Proposal and Submittal Requirements). – 20 points

SOQs will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms/individuals who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms/individuals selected for interview will be contacted at that time to arrange the date and time for their interview.

PRELIMINARY SCOPE OF SERVICES

Consultant is required to provide engineering design and professional services for various projects to be implemented throughout the City. The scope of work under this contract may include but not be limited to the following:

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation, Design and Testing
Pavement Management Program Evaluation and Report

Hydrology/Hydraulic Analysis
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design and Rehabilitation
Storm Drain System Design and Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations and Mitigation
Preliminary Engineering Studies
Technical Studies and Reports
Peer Reviews
Coordination with Other Agencies and Utilities
Constructability and Bidability Reviews
On-Call Services
Staff Augmentation

All materials submitted to the City will become the exclusive property of the City of Seaside.

The consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request and shall identify the number of hours to be worked and position of each person performing work on a particular proposal. If during actual work the number of hours is increased by more than 20% of the estimate, the consultant shall notify the Project Manager as soon as possible before exceeding the estimated time. The City may elect to reduce the scope of work or may require a revised scope of work to cover the excess time. Work authorization will be issued for each work request. The City shall authorize all consultant quotes for tasks prior to the consultant commencing work. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the

prospective Consultant(s) for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).
9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.

11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

Non-Discrimination & Non-Preferential Treatment

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Seaside contracts.

Grounds for Disqualification

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the City.
6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.
7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Consultant(s) should not mark their entire Qualifications as "Confidential." During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the City may retain any submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

RESOLUTION NO. 22-62**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES**

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

WHEREAS, the City of Seaside, on occasion, is in need of consultants who specialize in a variety of engineering services and maintain necessary licenses; and

WHEREAS, an on-call list of firms is necessary to assure the quality of materials and installation satisfies the project's specifications; and

WHEREAS, there is a need for these services due to the capital improvement program projects identified in the coming years; and

WHEREAS, on March 24, 2022, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

WHEREAS, on April 29, 2022, Statement of Qualifications (SOQ) were received from thirteen firms offering professional services; and

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

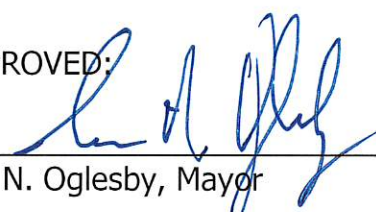
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

BE IT FURTHER RESOLVED, approval to provide Engineering Services is for a period of three (3) years and may be extended at the City Manager's recommendation for two (2) one year extensions through June 2nd, 2027. Agreements will have a defined scope, schedule and fee arrangements that will be negotiated on a project by project basis.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of June 2022 by the following vote:

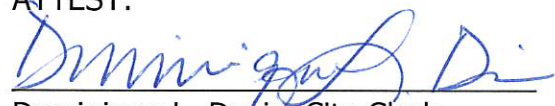
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



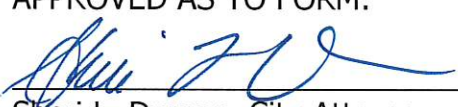
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



EXHIBIT "A"

**On-Call List for Engineering Services
June 2, 2022
City of Seaside**

Kimley-Horn and Associates, Inc.

1615 Bunker Hill Way, #200
Salinas, CA 93906

Harris & Associates, Inc.

450 Lincoln Avenue, Suite 103
Salinas, CA 93901

Schaaf & Wheeler, Consulting Civil Engineers

3 Quail Run Circle, Ste. 101
Salinas, CA 93907

Ruggeri-Jensen-Azar, Inc.

8055 Camino Arroyo
Gilroy, CA 95020

Verde Design, Inc.

2455 The Alameda
Santa Clara, CA 95050

Wallace Group, Inc.

201 John Street, Suite H
Salinas, CA 93901

MNS Engineers, Inc.

811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401

Whitson Engineers, Inc.

6 Harris Court
Monterey, CA 93940

Pavement Engineering, Inc.

3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401

CSG Consultants, Inc.

3150 Almaden Expressway, #255
San Jose, CA 95118

ZFA Structural Engineers, Inc.

1390 El Camino Real, Suite 100
San Carlos, CA 94070



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Dan Meewis, Assistant City Manager

DATE: March 6, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING EXECUTION OF
AGREEMENT WITH GRACE CARROLL CONSULTING FOR
COMPREHENSIVE EVALUATION SERVICES FOR THE CITY'S
SAFE NEIGHBORHOODS AND SCHOOLS "PROP 47" GRANT**

RECOMMENDATION

Approve the resolution to authorize the agreement.

BACKGROUND

On November 21, 2024 the Seaside City Council accepted the Prop 47 grant. Working in conjunction with the Village Project Inc., the Prop 47 grant will assist the Village Project Inc. with the goal of providing 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.

Grace Carroll Consulting will gather data from the following grant partners listed in the Prop 47 gant narrative: The ongoing data collection will be reported quarterly to the Board of State and Community Corrections. The services that Grace Carroll Consulting provides are important to portray the progress and outcomes of the Prop 47 "Safe Neighborhoods and Schools Program"

The following agreement regarding services provided will be as follows: Grace Carroll Consulting will develop and conduct the comprehensive evaluation of the Prop 47 Grant Program. Grace Carroll's hourly rate is \$100.00 an hour and she will devote approximately 300 hours to this contract year.

The tasks to be performed are:

- Develop a comprehensive local evaluation plan (LEP) of the Prop 47 grant administered by the City of Seaside, including a process and outcome evaluation outlined in the grant proposal. Guidelines for the LEP are outlined in Exhibit D Needs to be completed by 3/31/25
- Supervise data collection and preliminary data analysis on project processes as specific within the Prop 47 proposal narrative and assess outcomes via performance measures. Data will be retrieved from various record systems, service providers and staff.
- Analyze data outlined in the grant proposal and work with the Community Reintegration Collaborative to concentrate on evidence-based practices on the areas and individuals receiving services through the various programs highlighted in the grant proposal.
- Prepare a final year end project evaluation and outcome report. Covering the grant period of October 1, 2024 – June 1, 2026.
- Collect, organize and present process and outcome data upon request to the Community Reintegration Collaborative and the City of Seaside City Council.

FISCAL IMPACT

If the City Council approves the agreement for the comprehensive evaluation of the Prop 47 grant, the fiscal impact will be \$30,000.00. If approved, costs associated with the cost of the comprehensive evaluation will be reimbursed to the City through the Prop 47 grant.

ATTACHMENTS

1. DRAFT PSA Grace Carroll
2. Resolution Prop 47 Grant Evaluation

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager



**CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT
Prop 47 Grant Evaluation**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of March 6, 2025 between the City of Seaside ("AGENCY"), a municipal corporation and Grace Carroll Consulting [a sole proprietorship, partnership, limited liability partnership, corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on March 6, 2025 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2026, unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

Agency's City Manager or designee shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. Agency's Manager shall be authorized to act on AGENCY's behalf and to execute

all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Thirty Thousand dollars (\$30,000.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall

permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub-consultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from

the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of AGENCY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or sub-consultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding

connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

Note: The following paragraph is only to be used when the AGENCY will be taking in a fee or deposit from an applicant and use that fund to retain the CONSULTANT to prepare an EIR, Specific Plan, or some other specific document or where the AGENCY is funding a similar development-type study.

- C. CONSULTANT covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed by them as an officer, employee, agent, or sub-consultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the AGENCY or the study area and further covenants and agrees that CONSULTANT and/or its sub-consultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the AGENCY or the study area prior to the completion of the work under this AGREEMENT.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY: City of Seaside
440 Harcourt Ave
Seaside CA, 93955

To CONSULTANT: Grace Carroll, Ph.D.
744 Walavista Ave
Oakland, CA 94610-1152

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. [Insert name] may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of [Insert name] from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

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

XIX. GOVERNING LAW

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the

parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of AGENCY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
(Signature)

(Typed Consultant Name)

Dan Meewis
Interim City Manager
City of Seaside

Attachments:	Exhibit A	Tasks to Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Consultant's Proposal

EXHIBIT A

TASKS TO BE PERFORMED & COMPENSATION Rate

Grace Carroll Consulting will develop and conduct the comprehensive evaluation of the Prop 47 Grant Program. Grace Carroll's hourly rate is \$100.00 hour and she will devote approximately 300 hours to this contract year.

The tasks to be performed are:

- Develop a comprehensive local evaluation plan (LEP) of the Prop 47 grant administered by the City of Seaside, including a process and outcome evaluation outlined in the grant proposal. Guidelines for the LEP are outlined in Exhibit D Needs to be completed by 3/31/25
- Supervise data collection and preliminary data analysis on project processes as specific within the Prop 47 proposal narrative and assess outcomes via performance measures. Data will be retrieved from various record systems, service providers and staff.
- Analyze data outlined in the grant proposal and work with the Community Reintegration Collaborative to concentrate on evidence-based practices on the areas and individuals receiving services through the various programs highlighted in the grant proposal.
- Prepare a final year end project evaluation and outcome report. Covering the grant period of October 1, 2024 – June 1, 2026.
- Collect, organize and present process and outcome data upon request to the Community Reintegration Collaborative and the City of Seaside City Council.

EXHIBIT B

PAYMENT SCHEDULE

Initial Payment:

10K for initial evaluation plan upon submission of evaluation plan

To include developing tools and coordinating data collection for a local evaluation report to include process and outcome data utilizing the following tools and incorporating the following intervention services:

Tools

- Intake Assessment
- Individual Interviews (clients/partners)
- Individual Case Plan
- Surveys (clients/partners)
- Client cohort focus groups
- Partner focus groups
- Documentation of collaborative efforts
- Tracking/documentation of outcomes

Services:

- In jail meetings
- Petitions for reclassification
- Food
- Clothing
- Shelter
- Culturally congruent clinical treatment plans/therapy (mental illness/substance use/depression) guidance
- Individual Case Plans
- Reintegration services/support
- Restorative Justice negotiations
- Equine therapy

Monthly payments:

10K spread over duration of project per monthly invoice for data collection and reporting activities related to local evaluation tool/plan

Final Contract End Payment:

10K for completion/submission of year end report to document progress toward the following outcomes

Outcomes desired:

- Family reunification
- Reclassifications and dismissals
- Stable Housing
- Employment (referrals for training and jobs)

- Better mental Health
- Reduction in recidivism
- Completion of plan

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

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

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

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

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

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

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, AGENCY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D

LEVEL TWO EVALUATION REQUIREMENT

Guidelines for the Local Evaluation Plan and Local Evaluation Report

For the Proposition 47 grant program, the Board of State and Community Corrections (BSCC) requires Proposition 47, Cohort IV grantees to complete a **Level Two Evaluation** of their grant-funded project. A Level Two Evaluation focuses on a comprehensive evaluation, including both a process and outcome evaluation. Demonstration of completing this requirement will require the submission of two documents, a Local Evaluation Plan and a Local Evaluation Report. Both are described below along with their due dates.

- **Local Evaluation Plan (LEP)** – A written document that describes the proposed process and outcome evaluations; a logic model; data collection, management, and analysis and reporting plan that will be implemented. Ideally it should be developed before the project starts or during project implementation, before services or activities begin. **It is due by 5 p.m. on March 31, 2025.**
- **Local Evaluation Report (LER)** – A written document that describes the findings and interpretation of the process and outcome evaluations; an updated logic model; the interpretation of various data elements; and the evaluation of the project's goals and objectives. **It is due by 5 p.m. on June 30, 2028.**

These guidelines identify the minimum required content that must be included within each document, respectively.

LOCAL EVALUATION PLAN

Cover Page

The cover page provides a descriptive report title, and identifies the grantees, authors, contact information, project time period, and funding source.

Project Background

At a minimum, this section should:

- Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or services address the need, etc.).
- Define the target population (e.g., gender, age, risk factors, prior involvement with the justice system).

- Define the criteria used to determine participant eligibility of the target population.
- Describe the process for determining which intervention(s) and/or services a participant needs and will receive.
- Provide a description of the goals and objectives identified in the Project Work Plan of the proposal.

Project Logic Model

Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

- Inputs/Resources: "Inputs are various resources available to support the project (e.g., staff, materials, curricula, funding, equipment)."¹ "Include those aspects of the project which are available and dedicated to, or used by, the project/service to operate."²
- Activities: Activities are what the project does with the inputs or the services provided in alignment with project goals. If you have access to inputs/resources, then they can be used to accomplish project activities.
- Outputs: If the activities are accomplished, these are the number of services delivered and/or products provided to participants. Outputs link the activities to products or services delivered to the target population; those who participate in the project and will benefit from the products and services provided.
- Outcomes: "Outcomes are the immediate, specific, measurable changes"³ due to the project. If the outputs are achieved, then this is the change we expect to see. Outcomes may be grouped by:
 - Short-Term- Timeframe (grant cycle, months)
 - Medium-Term- Timeframe (grant cycle, months-years)
- Impacts: The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended or unintended changes that occur in organizations, communities, or systems because of project activities beyond the grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same or similar to long-term outcomes (typically occur beyond the grant cycle).⁴

Process Evaluation Method and Design

Describe the research design for the process evaluation. At a minimum, this section should include:

- The research design for the process evaluation.
- The plan to document activities within the project and/or services provided to each participant (e.g., maintaining a database, signup sheets).

¹ Department of Health & Human Services: Family and Youth Services Bureau, 2020.

² The Pell Institute and Pathways to College Network, 2020.

³ Ibid.

⁴ Ibid.

- How participants' progress will be tracked (e.g., start dates, attendance, dropouts, successful completions, progress milestones).
- Process variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the process data will be collected, and the data source(s) used.
- The project-oversight structure and overall decision-making process for the project.
- How the project components will be monitored, determined effective, and adjusted as necessary.
- The plan for documenting activities performed by staff and contracted providers, if applicable.
- Procedures ensuring that the project will be implemented to fidelity, when applicable.
- How quantitative and qualitative process data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.

Outcome Evaluation Method and Design

Describe the research design for the outcome evaluation. At a minimum, this section should include:

- The research design for the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).
- A set of evaluation questions. These are the questions that the evaluation will answer. These shall include the project's goals and objectives and may also include more outcome-oriented questions.
- The estimated number of participants expected to receive each type of intervention/service.
- The criteria for determining participant success in the project.
- Outcome variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the outcome data will be collected, the timing of data collection, and the

data source(s) used.

- How quantitative and qualitative outcome data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.
- The strategy for determining whether recidivism rates and other outcomes are due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group or pre- post-comparisons.
- If multiple types of interventions will be employed, include a description of how the separate effects on outcome variables of each type of the intervention will be determined, if possible.

Appendices (if applicable)

Include relevant supplementary evaluation and project materials in appendices. These may include, but are not limited to, data collection instruments, more detailed descriptions of activities and interventions, training materials, educational materials, operational definitions, additional analyses, and presentations.

LOCAL EVALUATION REPORT

Cover Page

The cover page provides a descriptive report title, and identifies the grantees, authors, contact information, project time period, and funding source.

Executive Summary

The Executive Summary summarizes the key components of the report so that readers have a brief overview of the project's efforts and results. It should provide a synopsis of the project explaining: the project purpose; goals and objectives, including the extent to which they were achieved; key findings; project accomplishments; and conclusions.

Project Background

At a minimum, this section should:

- Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or

services address the need, etc.).

- Define the target population (e.g., gender, age, risk factors, prior involvement with the justice system).
- Define the criteria used to determine participant eligibility of the target population.
- Describe the process for determining which intervention(s) and/or services a participant needs and will receive.
- Provide a description of the goals and objectives identified in the Project Work Plan of the proposal.

A Current Logic Model

Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

- Inputs/Resources: "Inputs are various resources available to support the project (e.g., staff, materials, curricula, funding, equipment)."⁵ "Include those aspects of the project which are available and dedicated to, or used by, the project/service to operate."⁶
- Activities: Activities are what the project does with the inputs or the services provided in alignment with project goals. If you have access to inputs/resources, then they can be used to accomplish project activities.
- Outputs: If the activities are accomplished, these are the number of services delivered and/or products provided to participants. Outputs link the activities to products or services delivered to the target population; those who participate in the project and will benefit from the products and services provided.
- Outcomes: "Outcomes are the immediate, specific, measurable changes"⁷ due to the project. If the outputs are achieved, then this is the change we expect to see. Outcomes may be grouped by:
 - Short-Term- Timeframe (grant cycle, months)
 - Medium-Term- Timeframe (grant cycle, months-years)
- Impacts: The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended or unintended changes that occur in organizations, communities, or systems because of project activities beyond the grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same or similar to long-term outcomes (typically occur beyond the grant cycle).⁸

⁵ Department of Health & Human Services: Family and Youth Services Bureau, 2020.

⁶ The Pell Institute and Pathways to College Network, 2020.

⁷ Ibid.

⁸ Ibid.

Process Evaluation Method and Design

Describe the research design for the process evaluation. At a minimum, this section should include:

- The research design for the process evaluation.
- How activities within the project and/or services provided to each participant were documented (e.g., maintaining a database, signup sheets).
- How participants' progress was tracked (e.g., start dates, attendance, dropouts, successful completions, progress milestones).
- Process variables and how they were defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the process data were collected and the data source(s) used.
- The project-oversight structure and overall decision-making process for the project.
- How the project components were monitored, determined effective, and adjusted as necessary.
- The method of documenting activities performed by staff and contracted providers, if applicable.
- Procedures ensuring that the project was implemented to fidelity, when applicable.
- How quantitative and qualitative process data were analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and your method used for analyzing qualitative data (identifying themes, content analysis, etc.).

Outcome Evaluation Method and Design

Describe the research design of the outcome evaluation. At a minimum, this section should include:

- The research design for the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).
- A set of evaluation questions. These are the questions that the evaluation answered. These shall include the project's goals and objectives and may also include more outcome-oriented questions.
- The number of participants who received each type of intervention/service.
- The criteria for determining participant success in the project.
- Outcome variables and how they were defined and measured (tools/instruments used to collect the data and frequency of collection).

- How the outcome data were collected, the timing of data collection, and the data source(s) used.
- How quantitative and qualitative outcome data was analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.).
- The strategy for determining whether recidivism rates and other outcomes were due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group or pre- post-comparisons.
- If multiple types of interventions were employed, include a description of how the separate effects on outcome variables of each type of the intervention were determined, if possible.

Evaluation Results

This section provides a description of the project outcomes. This section should include:

- The data related to the process evaluation. Describe any changes that were made as a result of the process evaluation findings.
- Total number of participants (unduplicated).
 - Include basic demographic information of your participants (e.g., age, gender, race/ethnicity, risk factors, prior involvement with the justice system).
 - When multiple services are available, include the number of individuals who received each of the services.
- Progress toward goals:
 - Provide a summary of the degree to which the project's goals and objectives were achieved.
 - Describe factors that affected the progress of project goals. This may include factors which resulted in achieving goals more quickly or impeded your progress. If there were factors that impeded your progress, describe how they were addressed.
- Results of any process analyses and provide a detailed explanation related to the project's performance over the course of the grant.
- Results of any outcome analyses and provide a detailed explanation of findings as it relates to any other additional outcome measures.

Discussion of Results

At a minimum, this section should:

- Discuss the effectiveness of different strategies implemented in the project.
- Make useful recommendations with specific guidance for what to replicate or do

differently.

Appendices

Include relevant supplementary evaluation and project materials in appendices. These may include, but are not limited to, data collection instruments, more detailed descriptions of activities and interventions, training materials, educational materials, operational definitions, additional analyses, and presentations.

Grantee Highlight

This section should provide a brief, one-page, visually appealing, highlight or success story that provides additional information related to the project's success over the grant cycle. This highlight may be included in a statewide report. You may include optional graphs, charts, or photos⁹. While every effort will be made to include these in a statewide report, inclusion in the report is not guaranteed.

⁹ The BSCC will only accept photographs in which all persons depicted are over 18 years of age and have consented to both being photographed and to the use and release of their image. By submitting photographs to the BSCC, the submitter acknowledges that all approvals have been obtained from the subjects in the photograph(s) and that all persons are over 18 years of age. Further, by submitting the photographs, the submitter irrevocably authorizes the BSCC to edit, alter, copy, exhibit, publish or distribute the photographs for purposes of publicizing BSCC grant programs or for any other lawful purpose. All photographs submitted will be considered public records and subject to disclosure pursuant to the California Public Records Act.

RESOLUTION NO. 25-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AUTHORIZING EXECUTION OF AGREEMENT WITH GRACE CARROLL
CONSULTING FOR COMPREHENSIVE EVALUATION SERVICES FOR THE CITY'S
SAFE NEIGHBORHOODS AND SCHOOLS "PROP 47" GRANT**

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, a comprehensive evaluation of processes and outcomes are required as part of the City of Seaside's use of Prop 47 (Safe Neighborhoods & Schools) Grant funds; and

WHEREAS, such data collection is necessary to conduct evidence based approach to address youth violence prevention;

WHEREAS, the quarterly report providing the performance measures to the Board of State and Community Corrections is necessary so the City can be reimbursed for Prop 47 expenses incurred for fiscal years 2024-2025, 2025-2026, 2026-2027, and 2027-2028; and

WHEREAS, Grace Carroll Consulting has been providing these services to date and is intimately familiar with the grant application, grant agreement and the grant program; and

WHEREAS, to further allow Grace Carroll Consulting to continue this process a formal agreement needs to be executed.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City Council approves execution of the agreement listed in Attachment A for comprehensive evaluation services for the City's Prop 47 grant and authorizes the City Manager to execute the agreement for services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 6th day of March, 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 STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: March 6, 2025

**SUBJECT: ADOPT A RESOLUTION PRIORITIZING SEASIDE'S WATER
ALLOCATION WITHIN THE CALIFORNIA AMERICAN WATER
COMPANY SERVICE AREA**

RECOMMENDATION

Adopt a resolution to prioritize water allocations within the Cal-Am Service Area.

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.

On February 20, 2025, a study session was held with the City Council to discuss the allocation of water to various categories. The attached Resolution reflects the outcome of those discussions.

FISCAL IMPACT

No fiscal impact is associated with this item.

ATTACHMENTS

1. Water Allocation Resolution 2025-03-06
2. Water Allocation Resolution Exhibit A 2025-03-06

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
PRIOTITIZING SEASIDE'S WATER ALLOCATION WITHIN THE CALIFORNIA
AMERICAN WATER COMPANY SERVICE AREA**

WHEREAS, the Monterey Peninsula is currently experiencing a shortage of water; and

WHEREAS, in order to combat this shortage, water supplies within the service area of the California American Water Service Company (Cal Am) are managed by the Monterey Peninsula Water Management District (MPWMD), which provides an allocation to jurisdictions to then allocate to various projects; and

WHEREAS, MPWMD has previously provided water allocations through its "Pre-Paralta" and "Public Credit" accounts; and

WHEREAS, the City Council previously allocated this water into various categories through Resolution 20-101 on November 19, 2020; and

WHEREAS, since the adoption of Resolution 20-101, the City has allocated water to various projects, resulting in a reduction of available water within the existing categories; and

WHEREAS, MPWMD and Monterey One Water have recently partnered to develop the Pure Water Monterey (PWM) project to replenish water supplies within the Seaside Basin; and

WHEREAS, as a result of the success of the PWM project, MPWMD has allocated an additional 21 acre-feet per year (AFY) to the City of Seaside; and

WHEREAS, the City Council now sees a need to update the amounts of categories of water to reflect the additional water from the PWM project as well as water allocations made since the adoption of Resolution 20-101; and

WHEREAS, this allocation of water into categories will have no impact on allowable land uses or level of development and thus would clearly have no significant impact upon the environment.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby assign its water resources within the Cal Am service area to the categories identified in the attached Exhibit "A."

BE IT FURTHER RESOLVED that authority to allocate this water to individual projects shall belong to the City Council, except that the Council shall have the ability to delegate its approval authority for allocations of water for individual projects to City Commissions and/or staff as it deems appropriate.

BE IT FURTHER RESOLVED that the attached Exhibit "A" does not include water allocations which have been made by the City Council but which have not been finalized by the recipient, and which may be recovered by the City if the recipient does not perform its obligations for receipt of the water allocation.

BE IT FURTHER RESOLVED that any recovered water from previous allocations shall be automatically assigned to the category from which it was drawn unless otherwise directed by the City Council.

BE IT FURTHER RESOLVED that the City Council finds that it can be seen with certainty that since the proposed allocation of water would not result in the approval of any projects that would not otherwise be permitted under current law, and would not result in any new allowable land uses or development intensity, there is no possibility that this action will have any impact on the environment and therefore is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of March, 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

Attach:

Exhibit "A" – Proposed Water Allocation Assignments

Proposed Water Allocation Assignments

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	4.484	-	4.5	8.984
Small Commercial Allocation Account	Cal Am Service Area	4.101	-	1.5	5.601
ADU Water Allocation	Cal Am Service Area	-	-	3.0	3.000
Campus Town 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	-	3.5	3.969
Public Credit		-	1.043	-	1.043
Total		12.656	1.043	21.000	34.699

Exhibit “A”



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Thomas Korman, Public Works Director/City Engineer

DATE: March 6, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING A MAINTENANCE AND
RIGHT OF ENTRY AGREEMENT WITH ASCENT SEASIDE, LLC.
FOR STORMWATER CONTROL AT SEAGROVE APARTMENTS**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a maintenance and right of entry agreement with Ascent Seaside, LLC.

BACKGROUND

The property, with APNs 012-191-001, -002, -003, -44, -030, 031, -003, -034, and -035 located at the corner of Broadway and Terrace St., more commonly known as Seagrove Apartments, is owned by Ascent Seaside LLC. To satisfy the requirements of the City's storm water permit, the project was required to develop a Storm Water Control Plan (SWCP), construct storm water improvements and enter into a Maintenance and Right of Entry Agreement (MROE) with the City for ongoing maintenance of the storm water improvements.

A Storm Water Control Plan for the Seagrove Apartments and its concomitant sections, including the MROE, was finally reviewed and approved by the City's engineering consultants on January 30, 2025. As certified by the project engineer and verified by City Engineering staff, the project has constructed structural storm water control measures (SCMs) consistent with its SWCP.

To insure ongoing maintenance of SCMs, the property owner is required to enter into an MROE to be recorded at the Monterey County Records Office. The SWCP Attachment 3 includes the Operations and Maintenance measures for the storm drainage system. The MROE includes a site specific operation and maintenance plan

and requires that an inspection by a qualified professional be conducted by September 30th of each year and the associated certificate be submitted to the City. Staff recommends adopting a Resolution authorizing the City Manager to execute the Maintenance and Right of Entry Agreement with the Ascent Seaside, LLC..

FISCAL IMPACT

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

ATTACHMENTS

1. Seagrove Stormwater Resolution
-

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

WHEN RECORDED MAIL TO:

City Clerk,
City of Seaside
440 Harcourt Avenue
Seaside, CA. 93955

THIS SPACE FOR RECORDERS USE ONLY

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL
FOR ASCENT SEASIDE, APNs 012-191-001, -002, -003, -004, -030, -031, -033, -034,
-035**

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL
FOR ASCENT SEASIDE, APNS 012-191-001, -002, -003, -004, -030, -031, -033, -034, -035**

THIS MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL ("Agreement") is made and entered into in the City of Seaside, California, this day of September 4, 2001 by and between Ascent Seaside, LLC, a Delaware limited liability company, hereinafter referred to as "Owner" and the City of Seaside ("City"), a municipal corporation. This Agreement applies to properties in the County of Monterey, State of California, referred to as APNs 012-191-001, -002, -003, -004, -030, -031, -033, -034, -035. The Agreement is subject to the following recitals:

RECITALS

WHEREAS, the Owner owns real property ("Property") in the City of Seaside, County of Monterey, State of California, more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, the Board of Architectural Review of the City of Seaside approved Architectural Review Application No BAR-19-17, hereinafter referred to as "Permit", for the subject property attached hereto as Exhibit B;

WHEREAS, at the time of initial approval of said Permit, the City required the project to employ post-construction Stormwater Control Measures, hereinafter referred to as "SCMs," in accordance with Resolution R3-2013-0032 of the Central Coast Regional Water Quality Control Board (CCRWQCB) and Seaside Municipal Code Chapter 8.46, "Urban Storm Water Quality Management and Discharge Control" to minimize the adverse effects of urbanization and development on watershed processes and beneficial uses, and to protect and enhance the water quality of watercourses and water bodies in a manner pursuant to and consistent with the Federal Clean Water Act (33 U.S.C. § 1251 et seq.);

WHEREAS, the City of Seaside Municipal Code Chapter 8.46, "Urban Stormwater Quality Management and Discharge Control," regulates urban stormwater quality and provides requirements, known as Best Management Practices (BMPs) for managing and controlling stormwater quality and non-stormwater discharges to the storm drain system;

WHEREAS, the Permit requires the Owner to record a deed restriction requiring the approved SCMs not to be removed, relocated, covered, or hampered with in any way which may prevent them from performing their intended function, and to provide for ongoing maintenance and verification of ongoing maintenance of the SCMs by Owner and the Owner's successors in interest.

WHEREAS, the Owner has chosen to install and/or implement SCMs as shown on the Stormwater Control Plan, dated December 15, 2022, attached hereto as Exhibit C, hereinafter referred to as "SWCP", to comply with CCRWQCB Resolution R3-2013-0032 and Seaside Municipal Code Chapter 8.46;

WHEREAS, the SWCP has been certified by a licensed professional and reviewed and approved by the City;

WHEREAS, the SCMs, with installation and implementation on private property and draining only private property, are part of a private facility with all maintenance or replacement, therefore, the sole responsibility of the Owner in accordance with the terms of this Agreement;

WHEREAS, the Owner is aware that periodic maintenance is required to assure peak performance of all SCMs, furthermore, such maintenance activity will require compliance with all Local, State, or Federal laws and regulations, including those pertaining to confined space and waste

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL
FOR ASCENT SEASIDE, APNS 012-191-001, -002, -003, -004, -030, -031, -033, -034, -035**

disposal methods, in effect at the time such maintenance occurs;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual stipulations and agreements contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. **Responsibility for Operation and Maintenance of SCMs:** Owner shall diligently maintain all SCMs in a manner that maintains the original flow and treatment requirements at all times. An Operation and Maintenance Plan is included as Exhibit "D". All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of any material(s) from the SCMs and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by the City, the Owner shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination.
2. **Owner consents and agrees** to inspect and maintain the SCMs based on the schedule and procedures identified in the Operation and Maintenance Plan (Exhibit "D"). Each year during a period beginning on September 1 and ending no later than September 30, Owner shall provide the City with a Maintenance Certificate in the form attached hereto marked Exhibit "E" and by this reference incorporated herein certifying that the SCMs have been recently inspected and are functioning in compliance with the Operation and Maintenance Plan or, if such SCMs were not in compliance with the Operation and Maintenance Plan, what measures have been taken to bring the SCMs and the maintenance thereof into compliance with the Operation and Maintenance Plan. Proof of maintenance, such as copies of maintenance records and/or receipts shall be included with the Maintenance Certificate. Certificate shall be completed and stamped by a licensed engineer or other qualified professional approved by the City prior to inspection.
3. **Right of Access:** Owner hereby provides the City or City's agent complete access, of any duration, to the SCMs and their immediate vicinity, excluding any buildings, at any time, upon reasonable notice, or in the event of emergency, as determined by the City Engineer, with no advance notice, for the purpose of inspection, sampling, testing of the SCMs, and in case of emergency, to undertake, in the City's sole discretion, necessary repairs or other preventative measures at Owner's expense as provided in paragraph 4 below. City shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.
4. **Penalty:** In the event Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Agreement or if the BMP's and/or SCM's do not perform in a manner that maintains the original treatment requirements at all times, then following the expiration of a ten (10) day written notice to the Owner to cure such failure that remains uncured, the Owner shall be subject to monetary fines per day or per occurrence in accordance with Chapter 8.46, "Urban Storm Water Quality Management and Discharge Control" of the Seaside Municipal Code.
5. **Recording:** This Agreement shall be recorded in the Office of the Recorder of Monterey County, California, at the expense of the Owner and shall constitute notice to all successors and assigns of the title to said Property of the obligation herein set forth.
6. **Attorney's Fees:** In event of legal action occasioned by any default or fault of the Owner, or its successors or assigns, the Owner and its successors or assigns agree(s) to pay all costs

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL
FOR ASCENT SEASIDE, APNS 012-191-001, -002, -003, -004, -030, -031, -033, -034, -035**

incurred by the City in enforcing the terms of this Agreement, including attorney's fees and costs. In the event of legal action occasioned by any default of the City, the City agrees to pay all costs incurred by the Owner and its successors or assigns in enforcing the terms of this Agreement, including attorneys' fees and costs.

7. **Covenant:** It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with said Property and constitute a lien there against.
8. **Binding on Successors:** The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or part of the Property about the existence of this Agreement. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property. Such notice shall include the Stormwater Control Plan and the Operations and Maintenance Plan. The transfer of this information shall also be required with any subsequent sale of the property. Owner shall provide a copy of such notice to the City at the time of property transfer.
9. **Indemnity and Insurance:** The Owner, its heirs, successors, executors, administrators and assigns agree to defend, indemnify and hold harmless the City, its officials, employees and its authorized agents from any and all damages, accidents, casualties, occurrences or claims (collectively, "Claims") which might arise or be asserted against the City and which are connected with the construction, operation, presence, existence or maintenance of the BMP and/or SCM by the Owner, or from any personal injury or property damage that may result from the City or other public entities entering the Property under Section 3 of this Agreement; provided, however, that notwithstanding the foregoing, the Owner, its heirs, successors, executors, administrators and assigns shall have no obligation to defend, indemnify or hold harmless pursuant to this Section 9 for any Claims arising from the willful acts or omissions, or negligence, of the City or any other public entities, their officials, employees, or agents. The Owner shall maintain liability insurance with amounts not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the annual aggregate covering occurrences at the Property, and shall name City, its officers and employees as an additional insured on such liability policy. The Owner shall provide the City with proof of insurance as required by the City.
10. **Notice:** Any notice to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER
CONTROL FOR ASCENT SEASIDE, APNS 012-191-001, -002, -003, -004, -030, -
032, -033, -034, -035**

IN WITNESS THEREOF, the parties hereto have affixed their signatures as of the
date first written above.

CITY:
CITY OF SEASIDE, A
MUNICIPAL CORPORATION

DEVELOPER:
ASCENT SEASIDE, LLC, A DELAWARE
LIMITED LIABILITY COMPANY

By:

Signature

Name: Dan Meewis

Title: Interim City Manager

By:

Signature

Name: Chuck Bond

Title: Authorized Signatory

List of Exhibits

- A. Plat and Legal Description
- B. Planning or BAR Approval resolution
- C. Exhibit of Stormwater Control Measures
- D. Operations and Maintenance Plan
- E. Maintenance Certificate

Exhibit A

LEGAL DESCRIPTION RESULTANT PARCEL 1

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of Block 24 as shown on the map filed for record February 6, 1912 in Volume 2 of Cities and Towns at Page 33 in the office of the County Recorder of said County, described as follows:

Lots 24 through 27 inclusive in said Block 24.

Excepting therefrom the easterly 2.94 feet of Lot 24 in said Block 24 as measured at right angles to the easterly line thereof.

Also excepting therefrom that portion of said Lot 27 conveyed to the City of Seaside by Grant Deed recorded May 2, 2001 as Document #2001034296, Official Records of said County.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No. 4046

5/28/2020

DATE



T:\Monterey Projects\4046 - Broadway Terrace\SURVEY\LEGAL DESC\4046 LLA Ph1 Legal Plat.dwg

DOC. 2001034296

TERRACE ST.

E'LY 2.94' OF LOT 24

W'LY 6.58' OF LOT 20

BROADWAY AVE. (OBAMA WAY)

PARCEL 1

27
26
25
24
±14,652 SF

PARCEL 2

23
22
21
20
±11,641 SF

PARCEL A

18
17
16
15
±30,083 SF

ALLEY

24

33

34

35

36

37

38

39

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41

42

43

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54

OLYMPIA AVE.

WINTON ST.

SAN LUCAS ST.



SCALE: 1" = 100'

**PLAT TO ACCOMPANY DESCRIPTION
OF ADJUSTED PARCELS
IN BLOCK 24, VOL. 2 C&T PG. 33**

SEASIDE, CALIFORNIA
5/14/2020



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

LEGAL DESCRIPTION RESULTANT PARCEL 2

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of Block 24 as shown on the map filed for record February 6, 1912 in Volume 2 of Cities and Towns at Page 33 in the office of the County Recorder of said County, described as follows:

Lots 21 through 23 inclusive in said Block 24, together with the westerly 6.58 feet of Lot 20 as measured at right angles to the westerly line thereof, and the easterly 2.94 feet of Lot 24 in said Block 24 as measured at right angles to the easterly line thereof.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No. 4046

5/28/2020
DATE



T:\Monterey Projects\4046 - Broadway Terrace\SURVEY\LEGAL DESC\4046 LLA Ph1 Legal Plat.dwg

DOC. 2001034296

TERRACE ST.

E'LY 2.94' OF LOT 24

W'LY 6.58' OF LOT 20

BROADWAY AVE. (OBAMA WAY)

PARCEL 1

27
26
25
24
±14,652 SF

PARCEL 2

23
22
21
20
±11,641 SF

PARCEL A

18
17
16
15
±30,083 SF

ALLEY

24

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OLYMPIA AVE.

WINTON ST.

SAN LUCAS ST.



SCALE: 1" = 100'



PLAT TO ACCOMPANY DESCRIPTION OF ADJUSTED PARCELS IN BLOCK 24, VOL. 2 C&T PG. 33

SEASIDE, CALIFORNIA
5/14/2020



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

LEGAL DESCRIPTION RESULTANT PARCEL A

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of Block 24 as shown on the map filed for record February 6, 1912 in Volume 2 of Cities and Towns at Page 33 in the office of the County Recorder of said County, described as follows:

Lots 12 through 20 inclusive in said Block 24.

Excepting therefrom the westerly 6.58 feet of said Lot 20 as measured at right angles to the westerly line thereof.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No. 4046

5/28/2020
DATE



T:\Monterey Projects\4046 - Broadway Terrace\SURVEY\LEGAL DESC\4046 LLA Ph1 Legal Plat.dwg

DOC. 2001034296

TERRACE ST.

E'LY 2.94' OF LOT 24

W'LY 6.58' OF LOT 20

BROADWAY AVE. (OBAMA WAY)

PARCEL 1

27
26
25
24
±14,652 SF

PARCEL 2

23
22
21
20
±11,641 SF

PARCEL A

18
17
16
15
±30,083 SF

ALLEY

ALLEY

VOL. 2

C&T PG. 33

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OLYMPIA AVE.

WINTON ST.

SAN LUCAS ST.



SCALE: 1" = 100'



PLAT TO ACCOMPANY DESCRIPTION OF ADJUSTED PARCELS IN BLOCK 24, VOL. 2 C&T PG. 33

SEASIDE, CALIFORNIA
5/14/2020



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

Exhibit A

LEGAL DESCRIPTION RESULTANT PARCEL 3

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of Block 24 as shown on the map filed for record February 6, 1912 in Volume 2 of Cities and Towns at Page 33 in the office of the County Recorder of said County, described as follows:

Lots 14 through 20 inclusive in said Block 24.

Excepting therefrom the easterly 0.37 feet of said Lot 14 as measured at right angles to the easterly line thereof, and the westerly 6.58 feet of said Lot 20 as measured at right angles to the westerly line thereof.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



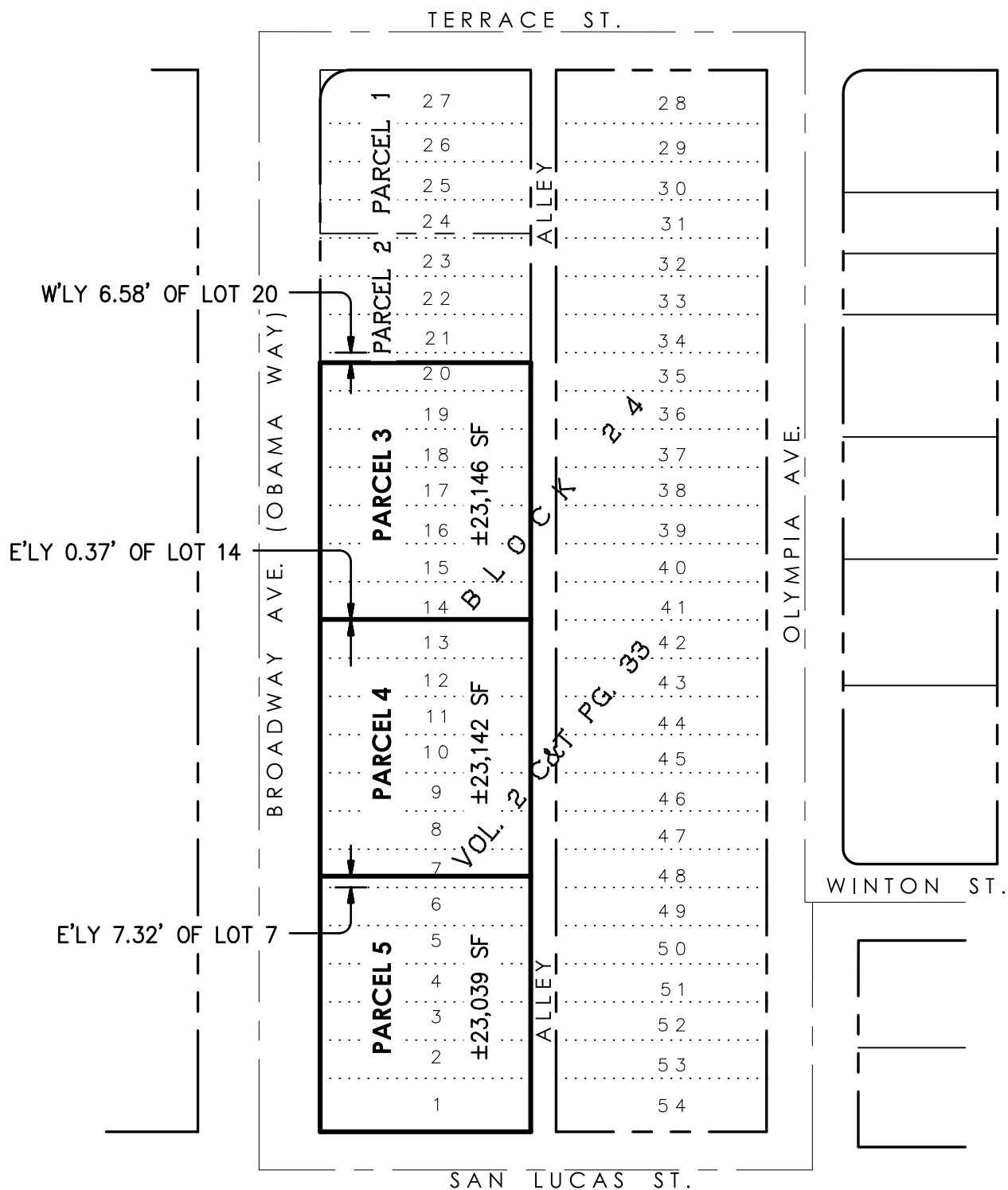
5/28/2020

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No. 4046

DATE



T:\Monterey Projects\4046 - Broadway Terrace\SURVEY\LEGAL DESC\4046 LLA Ph2 Legal Plat.dwg



**PLAT TO ACCOMPANY DESCRIPTION
OF ADJUSTED PARCELS
IN BLOCK 24, VOL. 2 C&T PG. 33**

SEASIDE, CALIFORNIA
5/14/2020



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

LEGAL DESCRIPTION RESULTANT PARCEL 4

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of Block 24 as shown on the map filed for record February 6, 1912 in Volume 2 of Cities and Towns at Page 33 in the office of the County Recorder of said County, described as follows:

Lots 7 through 13 inclusive in said Block 24, together with the easterly 0.37 feet of Lot 14 in said Block 24, as measured at right angles to the easterly line thereof.

Excepting therefrom the easterly 7.32 feet of said Lot 7, as measured at right angles to the easterly line thereof.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



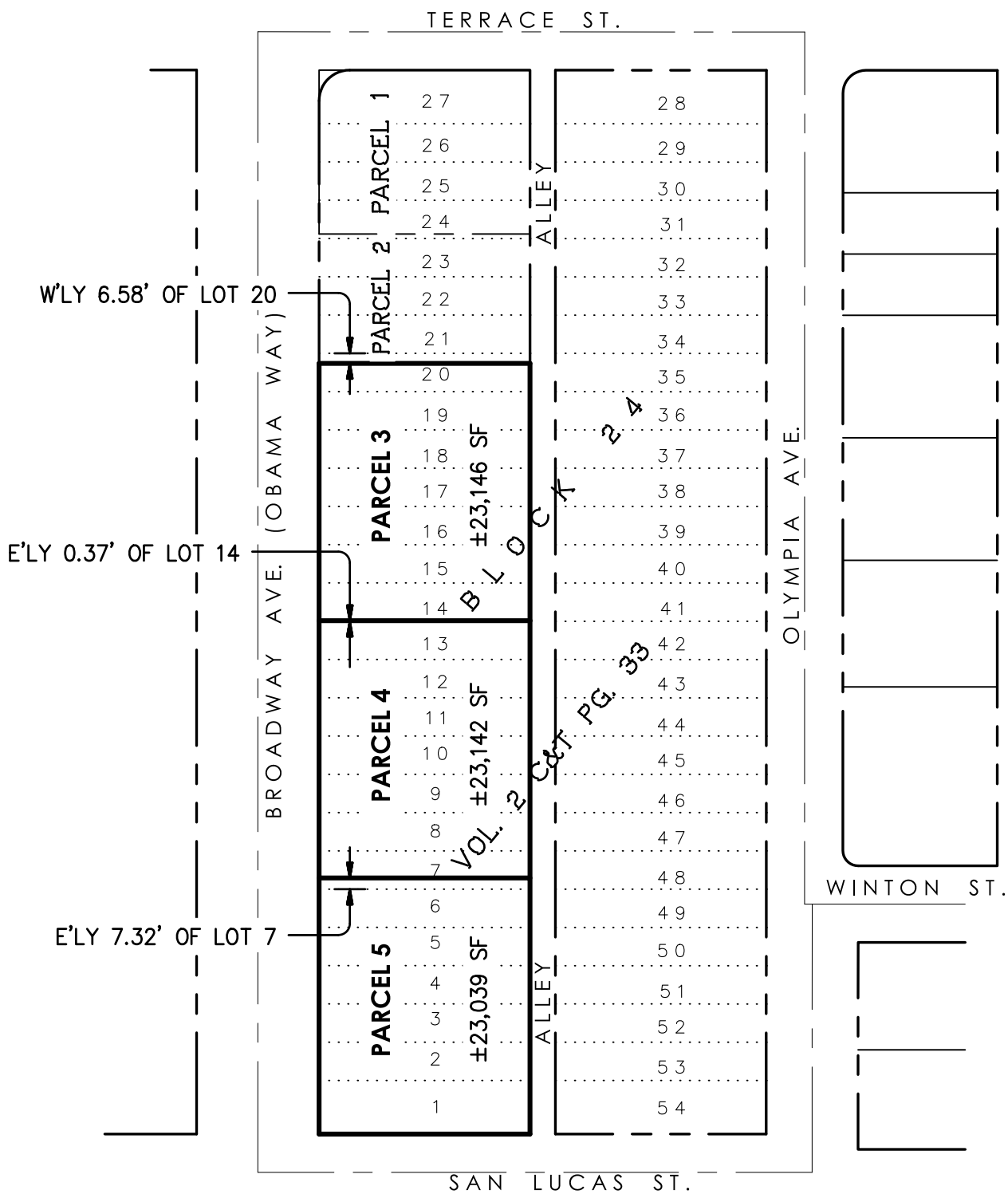
RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No. 4046

5/28/2020

DATE



T:\Monterey Projects\4046 - Broadway Terrace\SURVEY\LEGAL DESC\4046 LLA Ph2 Legal Plat.dwg



SCALE: 1" = 100'



PLAT TO ACCOMPANY DESCRIPTION OF ADJUSTED PARCELS IN BLOCK 24, VOL. 2 C&T PG. 33

SEASIDE, CALIFORNIA
5/14/2020



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

LEGAL DESCRIPTION RESULTANT PARCEL 5

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of Block 24 as shown on the map filed for record February 6, 1912 in Volume 2 of Cities and Towns at Page 33 in the office of the County Recorder of said County, described as follows:

Lots 1 through 6 inclusive in said Block 24, together with easterly 7.32 feet of Lot 7 in said Block 24, as measured at right angles to the easterly line thereof.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

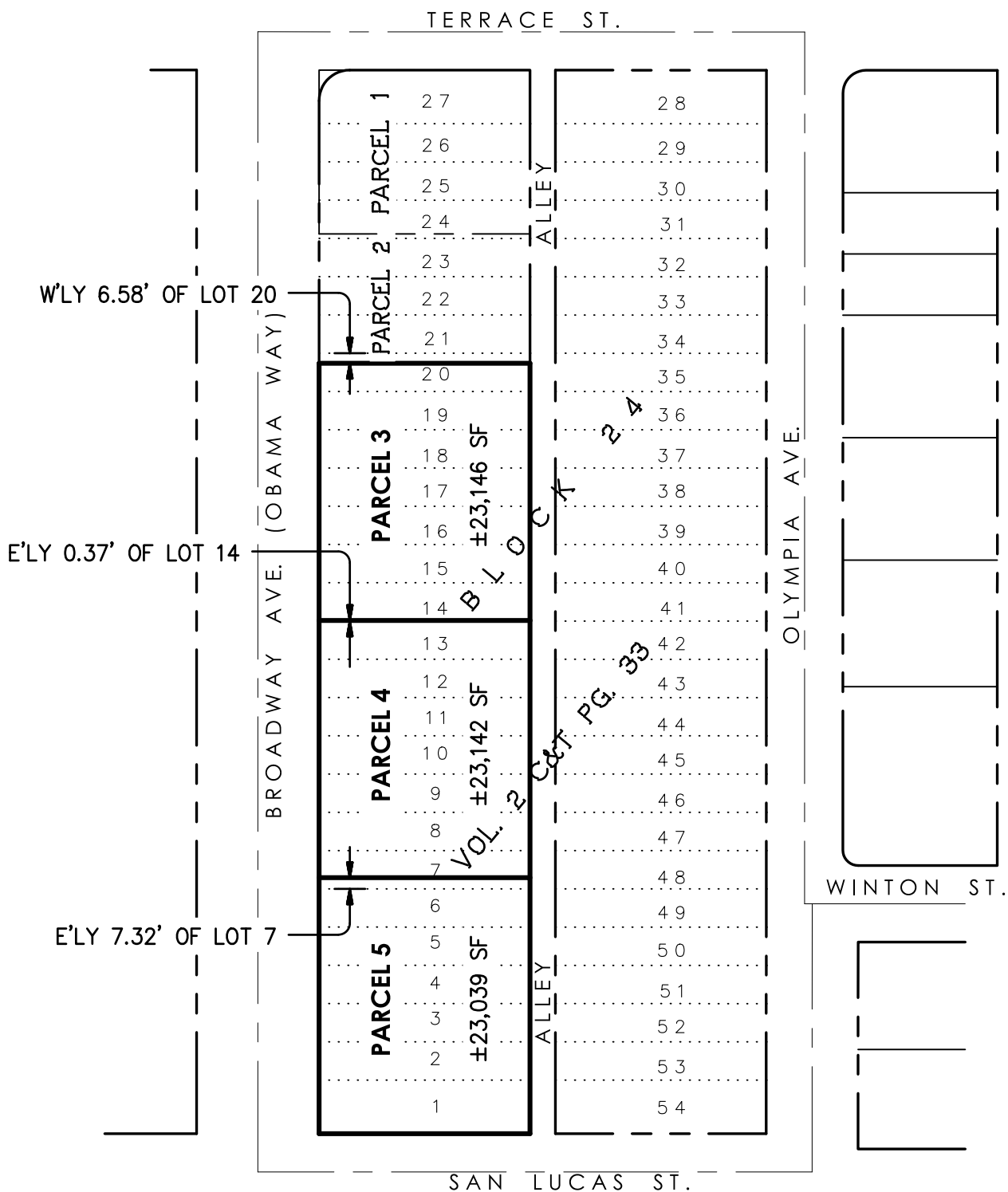


RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No. 4046

5/28/2020
DATE



T:\Monterey Projects\4046 - Broadway Terrace\SURVEY\LEGAL DESC\4046 LLA Ph2 Legal Plat.dwg



**PLAT TO ACCOMPANY DESCRIPTION
OF ADJUSTED PARCELS
IN BLOCK 24, VOL. 2 C&T PG. 33**

SEASIDE, CALIFORNIA
5/14/2020



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

Exhibit A

LEGAL DESCRIPTION PARCEL 6

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of Block 24 as shown on the map filed for record February 6, 1912 in Volume 2 of Cities and Towns at Page 33 in the office of the County Recorder of said County, described as follows:

Lots 28 through 35 inclusive in said Block 24.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



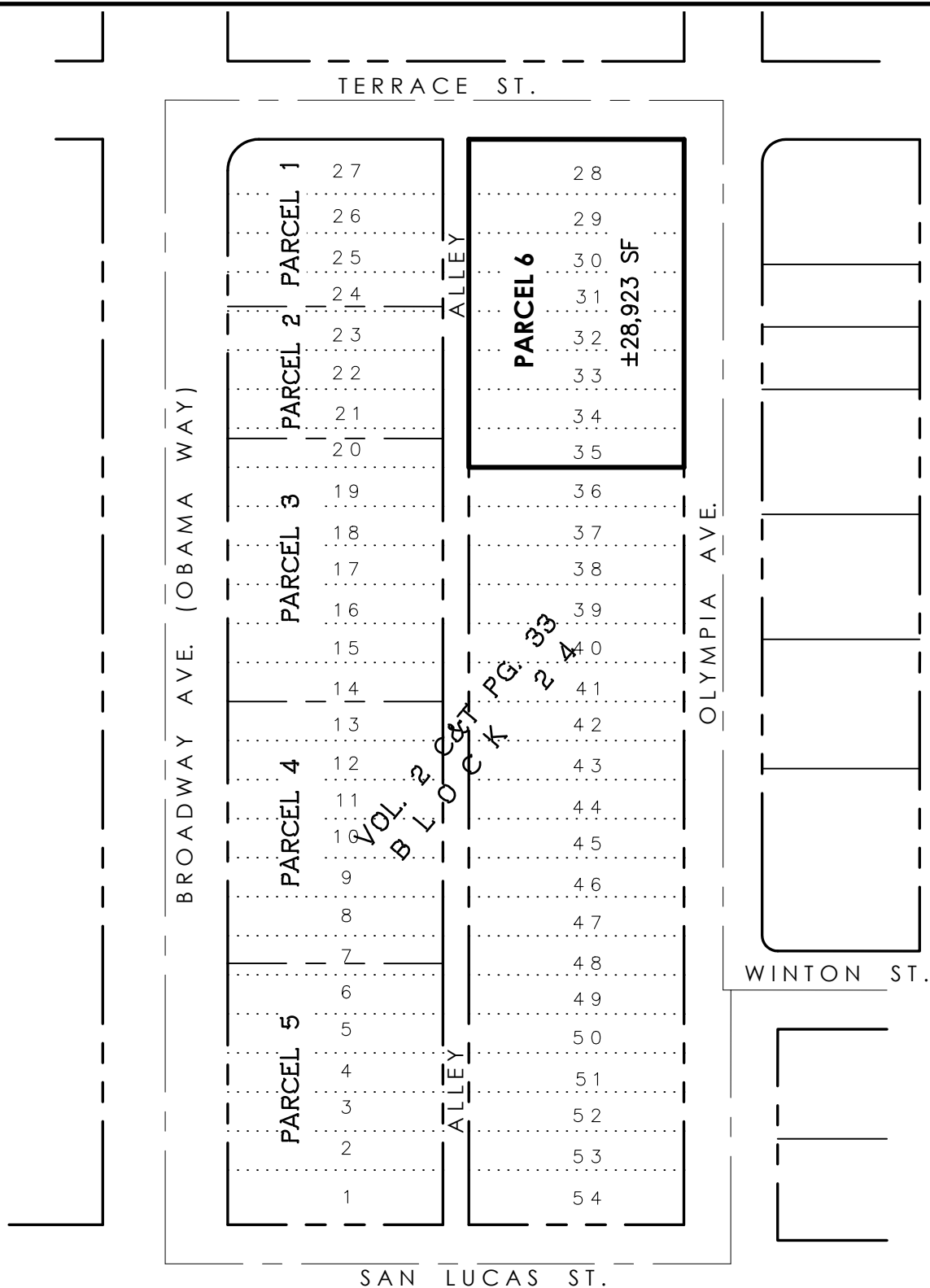
RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No. 4046

1/9/2025

DATE



T:\Monterey Projects\4046 - Broadway Terrace\4046\SURVEY\LEGAL DESC\4046 LIA Parcel 6 - Legal Plat.dwg



SCALE: 1" = 100'



PLAT TO ACCOMPANY DESCRIPTION OF ADJUSTED PARCELS IN BLOCK 24, VOL. 2 C&T PG. 33

SEASIDE, CALIFORNIA
12/5/2024



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

Exhibit B



CITY OF SEASIDE
440 Harcourt Avenue
Seaside, CA 93955

Economic Development
Telephone (831) 899-6736
FAX (831) 899-6211

April 10, 2020

Patrick Orosco
DBO Orosco Group
10 Harris Ct.
Monterey, California 93940

RE: Ascent Board of Architectural Review Condition #2

The Board of Architectural Review (BAR) placed a condition on the Ascent project located at Terrace and Broadway in Seaside requiring a building permit to be obtained within one year of approval of the project design (BAR Condition #2). In March of 2020, the Orosco Group was successful in obtaining a permit to remediate, demolish and do some minor site grading of the above referenced project. By successfully obtaining this permit, the BAR Condition #2 is met and the developer's rights to move the project to construction are vested.

Please contact Kurt Overmeyer, Economic Development Director, if you have any questions at (831) 899-6839 or by email at kovermeyer@ci.seaside.ca.us. We all are looking forward to the completion of your project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kurt T. Overmeyer", is written over a horizontal line.

Kurt T. Overmeyer
Economic Development Director

BAR
Nov 20, 2019
ARCH CONDITIONS

Conditions of Approval
File No. BAR-19-17
November 20, 2019

Project Specific:

Planning:

1. Except as modified by required conditions of approval, plans submitted for a building permit shall substantially conform to the plans identified as "Ascent" stamped as received on "November 13, 2019." The project plans and building colors are here:
<https://www.ci.seaside.ca.us/DocumentCenter/View/10082/19-1113-Ascent-Entitlement-Package--Including-Addendum-2->

Building:

1. The applicant shall comply with the 2016 California Building Code.

Fire Department:

1. Applicant shall comply with the 2016 California Fire Department Code.

Standard:

1. Board of Architectural Review approval shall not be valid until the applicant has signed and accepted these conditions of approval. Failure to sign the conditions and return them to the Planning Division within fifteen (15) days from the date of approval will result in the Board of Architectural Review approval becoming null and void.
2. Board of Architectural Review approval shall be valid for a period of one (1) year from the date of approval of this project in accordance with S.M.C.S. 17.54.080. Project approval will become null and void if a building permit is not exercised within one (1) year from date of approval.
3. Proposed changes to the approved application(s) must receive approval from the Board of Architectural Review, unless approved by the Director as outlined in Seaside Zoning Code Section 17.54.090.C.
4. The applicant agrees as a condition and in consideration of the approval of this discretionary permit that it will defend, indemnify and hold harmless the City of Seaside or its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul this approval. The applicant will reimburse the City for any court costs and attorney's fees, which the City may be required by a court to pay as a result of such action. City may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. The City shall promptly notify the applicant of any such claim, action, or proceeding, and the City shall cooperate fully in the defense thereof.

5. The project shall be responsible for all applicable local and/or regional development and/or impact fees including, but not limited to, sewer, water, and traffic fees, which shall be paid prior to building permit issuance.
6. The installation of new water fixtures and landscape irrigation equipment water fixtures for the proposed project shall comply with the applicable requirements of the Monterey Peninsula Water Management District.
7. The issuance of building permits involving the installation of new water shall be subject to the availability of an adequate supply of water and sewer capacity to serve the project.
8. Water conservation fixtures shall be provided in the proposed project.

CONDITIONS AGREED UPON FOR NOV 20, 2019 BAR MEETING
 11/22/19
ON BEHALF OF WEST END PARTNERS



BAR
Nov 20, 2019
PW Conditions

COMMENT SHEET PUBLIC WORKS-ENGINEERING DIVISION

Project Address: TBD
Project Number:
Applicant: West End Partners, LLC
Description: Construct 10 building mixed use and workforce rental housing project along Broadway Avenue, between Terrace Street and San Lucas Street.

Date Applied:
APN: Various

CONDITIONS

Post Construction Requirement Initial Review (LID)	Single Family Dwelling ☐ or Commercial ☒
Impervious Area: ($\geq 2,500$ sf-new/replaced) ☐ ($\geq 5,000$ sf-net) ☐ ($\geq 15,000$ sf-net) ☒ ($\geq 22,000$ sf-net)	
Performance Requirement:	Exempt ☐ #1 ☒ #2 ☒ #3 ☒ #4 ☒ (#2-#4 require stormwater plan)
Erosion Sediment Control Plan	☒ (addition?)

The Public Works Department, Engineering Division, has completed a review of plans titled Ascent Entitlement Package by TCA Architects dated June 27, 2019 and Preliminary Storm Water Control Plan for Ascent Seaside dated June 27, 2019 by Whitson Engineers. The following comments shall be completed and/or incorporated into relevant documents prior to issuance of a building permit.

DEVELOPMENT CONDITIONS

1. All utilities immediately adjacent to the development shall be underground.
2. The proposed project shall not install driveways along Broadway Avenue within 133 feet of the center of driveway to center of intersection.
3. Applicant shall design and install sidewalk curb and gutter along Terrace Street, San Lucas Street and Olympia Avenue, immediately adjacent to the project frontage (approximately 645 linear feet).
 - a. Applicant shall re-pave in kind the portions of Terrace Street that front the proposed development to the centerline of the street (approximately 305 linear feet).
 - b. Applicant shall re-pave in kind the portions of Olympia Ave that front the proposed development to the centerline of the street (approximately 235 linear feet).
4. Applicant shall design and install ADA compliant curb ramps at the corner of San Lucas St. and Broadway Ave. and Terrace Street and Broadway Ave and, if necessary, file for an ADA exemption if grades cannot be met due to existing street conditions.
5. The additional widening of the alley shall be dedicated to the City as a public right of way.
6. Applicant shall enter into a reimbursement agreement with the Seaside County Sanitation District to study impacts to the sewer system caused by the project not to exceed \$3,600.
 - a. Applicant to revise sanitary sewer memo to correct dwelling unit generation factor. See Submittal #1 by Wallace Group dated October 10, 2019 attached.
 - b. Applicant shall pay its proportionate share of the cost, if any, of impacts caused by the project to the sanitary sewer system.

Prepared by: Scott Ottmar, Senior Engineer

Original Signed: 11/14/2019

Project Address: Broadway, between Terrace & San Lucas

Staff Time (hrs): 4

If you have any questions, please contact Scott Ottmar, at the Public Works Department, Engineering Division, at (831) 899-6885 or fax at (831) 899-6311, or email sottmar@ci.seaside.ca.us.



7. Proposed project must implement storm water best management practices (BMPs) during construction.(SMC 8.46)
 - a. Complete and submit the Storm water Compliance Tracking Form, with signature with building permit application.
 - b. A project specific Erosion and Sediment Control Plan (ESCP) is required of the applicant as part of building permit application.
 - c. If the disturbed area is greater than one (1) acre, a Storm water Pollution Prevention Plan (SWPPP) shall be prepared and a WDID obtained by the applicant from the State Water Quality Control Board. Submit the SWPPP for City of Seaside review.
8. Post-development peak storm water runoff rates shall not exceed predevelopment rate. A pro rata share of the cost of offsite erosion sediment, and flood control improvements and/or for maintenance to the principal drainage way may be required by the city engineer to handle the increase peak runoff and/or sediment generated by the project.(SMC 15.32.170)
 - a. Provide hydrology and hydraulic calculations to substantiate retention of storm water runoff for the entire development for the 24 hour-95% storm event and demonstrate post development peak flows for the 2 through 10 year storm events do not exceed pre-project peak flows.
 - b. As part of building permit application, develop civil grading and drainage plans to clearly show direction of storm water drainage from new or redeveloped impervious surfaces.
 - c. The drainage shall be master planned for the entire development and appropriate easements and maintenance agreements identified to address the requisite drainage requirements.
9. As required by Attachment 1 to Resolution No. R3-2013-0032 of the Central Coast Regional Water Quality Control Board, the applicant shall develop a Storm water Control Plan demonstrating compliance with performance requirements #1, #2, #3, and #4.(SMC 8.46.130)
 - a. Applicant shall submit a Storm Water Control Plan prior to finalizing site plan or civil grading and drainage plans. Storm Water Control Plan shall be approved by the City prior to finalizing project civil grading and drainage plans and shall include hydrology and hydraulic calculations validating the design of conveyance, treatment and/or infiltration features.
 - i. Provide a soils engineering report describing the soil type and soil hydrologic soil group substantiating design of structural storm water control measures described within the Storm Water Control Plan.
 - ii. Conduct infiltration testing per the Riverside County-Low Impact Development BMP Design Handbook.
 - b. Applicant shall submit architectural and civil grading and drainage plans with building permit application in substantial conformance to the approved Storm Water Control Plan.
 - i. Plans shall clearly denote, in table format, the pre-project impervious surface area, new impervious surface area created, replaced impervious surface area, and post-project impervious surface area.
 - c. Prior to issuance of occupancy, applicant shall execute and record as a deed restriction a Right of Entry and Maintenance Agreement. The Right of Entry and Maintenance Agreement shall:

Prepared by: Scott Ottmar, Senior Engineer	Original Signed:11/14/2019
Project Address: Broadway, between Terrace & San Lucas	Staff Time (hrs): 4
If you have any questions, please contact Scott Ottmar, at the Public Works Department, Engineering Division, at (831) 899-6885 or fax at (831) 899-6311, or email sottmar@ci.seaside.ca.us .	



- i. Include indemnity, insurance and security requirements in conformance with the template provided by the City, and
 - ii. include an operation and maintenance (O&M) plan approved by the City stating that the property owner will conduct, and accepts responsibility for, maintenance of all storm water control measures (SCMs), and
 - iii. include a legal description of the property, and
 - iv. describe the methods and procedures for conducting periodic inspections and maintenances of all SCMs, and
 - v. Applicant shall be responsible for maintenance of storm water control measures for the full width of the alley between Terrace Street and San Lucas Street, and
 - vi. require applicant to provide to the City each year during a period beginning on September 1 and ending no later than September 30 a statement certified by a licensed Civil Engineer or Qualified Storm water Developer (QSD) registered in the State of California stating that the SCM maintenance is in accordance with the O&M plan, and
 - vii. Include a statement that transfers responsibility for maintenance of SCMs to future owners of the property.
- d. Revise plans and Stormwater Control Plan (SWCP) as identified in Submittal #1 Review by the Wallace Group dated October 10, 2019 attached.
10. Prior to final inspection, any curb, gutter and sidewalk damaged during construction shall be replaced by a licensed concrete contractor in conformance with the most current applicable engineering standards, and upon the prior issuance of an Encroachment Permit from the Public Work Department.

CONDITIONS AGREED UPON PER NOV 20, 2019 BAR MEETING
W. [Signature] 11/22/19
ON BEHALF OF WEST END PARTNERS

Prepared by: Scott Ottmar, Senior Engineer	Original Signed: 11/14/2019
Project Address: Broadway, between Terrace & San Lucas	Staff Time (hrs): 4
If you have any questions, please contact Scott Ottmar, at the Public Works Department, Engineering Division, at (831) 899-6885 or fax at (831) 899-6311, or email sottmar@ci.seaside.ca.us .	

Zoning Admin
Nov 18, 2019
ZA Conditions

**ZONING ADMINISTRATOR
RESOLUTION NO. ZA-19-XX**

A RESOLUTION OF THE ZONING ADMINISTRATOR OF THE CITY OF SEASIDE, STATE OF CALIFORNIA, APPROVING MINOR USE PERMIT APPLICATION NO. MUP-19-05 TO ALLOW FOR A 10 UNIT MIXED USE DEVELOPMENT OF 106 RESIDENTIAL UNITS IN THE CMX (COMMERCIAL MIXED USE) ZONING DISTRICT LOCATED ON THE PARCELS BOUNDED BY BROADWAY AVENUE, TERRACE STREET, OLYMPIA AVENUE, AND SAN LUCAS STREET (CURRENT APNs: 012-191-001, 002, 003, 004, 013, 016, 017, 021, 022, 023, 024, 025, 028 and 029), SEASIDE, CALIFORNIA.

WHEREAS, West End Partners, LLC, applicant, has applied for a Minor Use Permit for the purpose of allowing a mixed use development in the CMX Zoning District; and

WHEREAS, the proposed project requires approval by the Zoning Administrator, and it is the responsibility of the Zoning Administrator to consider and weigh the merits of the application and public input in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code; and

WHEREAS, the Zoning Administrator considered oral comments and written information concerning the proposed amendment at a duly noticed public hearing that the Zoning Administrator held on November 18, 2019; and

WHEREAS, the project is exempt from the California Environmental Quality Act pursuant to Class 32, Section 15332 – In-Fill Development. This section exempts projects that are consistent with general plan and zoning regulations that are within city limits on sites less than 5 acres in size that can be served by all required utilities, do not have any habitat value, and do not result in any significant effects relating to traffic, noise, air quality, or water quality.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator adopts the following findings for Minor Use Permit Application No. MUP-19-05:

1. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of the Zoning Ordinance and Municipal Code.
Evidence: The proposed project would permit the construction of a mixed used development that would provide much needed housing, including affordable housing, and activating ground floor commercial space; furthermore conditions of project approval will be required to ensure that the project remains in compliance with all City, County, and State requirements.

2. The proposed use is consistent with the General Plan and any applicable specific plan.
Evidence: The General Plan land use designation for the proposed project site is CMX (Commercial Mixed Use). The purpose of the CMX land use designation is to promote pedestrian and transit oriented activity centers where services are conveniently located adjacent to existing population centers.
3. The design, location, size and operating characteristics of the proposed activity are compatible with the existing and planned future uses in the vicinity.
Evidence: All existing and planned future adjacent uses would continue to be mixed use in nature and would be compatible with the existing and future allowed uses in the vicinity.
4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and absence of physical constraints.
Evidence: The site is physically suitable for the proposed mixed use development and will be improved to provide access and utilities.
5. Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone district in which the property is located.
Evidence: The project as approved and conditioned would ensure that the health, safety, and welfare of the public are protected.

BE IT FURTHER RESOLVED, the Zoning Administrator hereby grants Minor Use Permit Application No. MUP-19-05 subject to the following terms and agreements:

Building:

1. Comply with all requirements of the current 2016 California Building Code.

Fire Department:

1. Comply with all requirements of the Seaside Fire Department and current 2016 California Fire Code.

Police Department:

1. Motion sensors on lights, as appropriate
2. Ensure there is sufficient lighting by all outdoor entrances

3. Ensure there is sufficient lighting in areas with significant grade changes, and to be aware of possible shadows created by retaining walls and/or fences
4. Ensure visibility in walking / pass through areas, especially to the seating nooks; use small convex mirrors at corners to provide visibility [and reduce hiding areas]
5. Ensure that horizontal slats on Broadway side of Building Type A have sufficient spacing to provide some visibility
6. Areas with low wood slat decorative screening will be sufficiently spaced to provide visibility
7. Ensure that landscape areas are well-maintained to minimize hiding places, especially in the range of 3' – 6' above ground
8. Ensure that dumpster enclosures have lighting and small convex mirrors to reduce hiding areas
9. There are safety concerns about driveways directly on Broadway. It is preferable that alley driveways be used instead.

Planning:

1. The following revisions were made to the tree species and shall be planted accordingly: Draceana replaced with Prunus 'Krauter Vesuvius' and the Acacia replaced with Laurus nobilis.
2. The townhome balconies are not shown on the unit floor plans, but are shown in the elevations (A5.5). Balconies must be provided as shown in the elevations (A5.5).

Standard:

1. Except as modified by the conditions of approval, plans submitted for Minor Use Permit application must be in compliance with the plans stamped "Received City of Seaside November 13, 2019, Community Development Department."
2. Minor Use Permit approval is subject to revocation procedures contained in S.M.C. Section 17.69.060 in the event any of the terms of this approval are violated or if the uses are conducted or carried out in a manner so as to adversely affect the health, welfare or safety of persons residing or working in the neighborhood.
3. The applicant agrees as a condition and in consideration of the approval of this discretionary permit that it will defend, indemnify and hold harmless the City of Seaside or its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul this approval. The applicant will reimburse the City for any court costs and attorney's fees, which the City may be required by a court to pay as a result of such action. City may, at

its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. The City shall promptly notify the applicant of any such claim, action, or proceeding, and the City shall cooperate fully in the defense thereof.

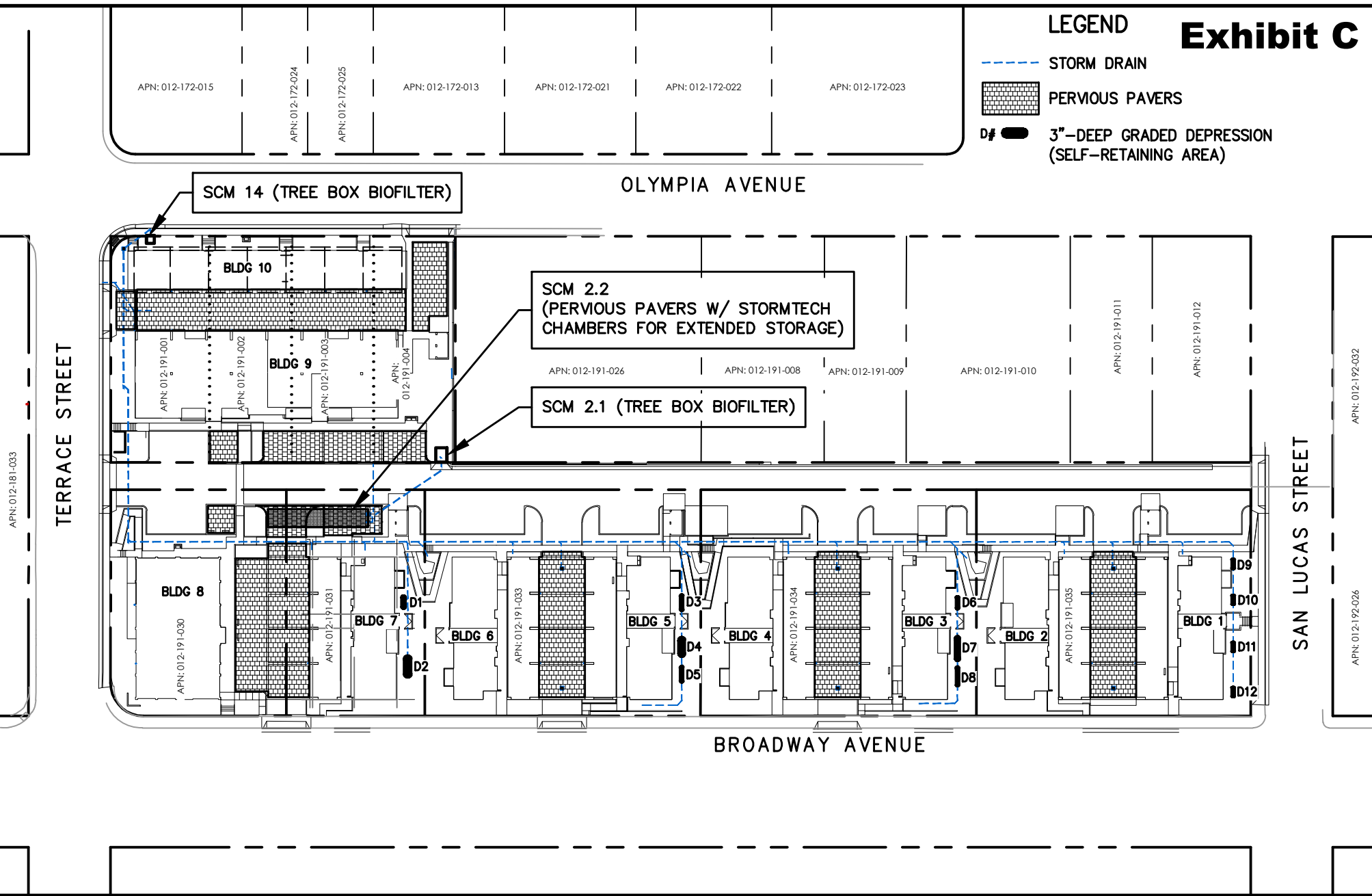
4. The project shall comply with the requirements and the applicable ordinances of the Monterey Peninsula Water Management District (MPWMD).
5. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner within 15 days from the date of its approval.
6. Project approval will become null and void if a building permit is not obtained within one (1) year from the date of approval to begin construction on the project.
7. For purposes of assuring compliance, the applicant, agents, representatives or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.

PASSED AND ADOPTED by the Zoning Administrator of the City of Seaside, State of California, on the 18th of November, 2019.

Rick Medina
Zoning Administrator

CONDITIONS AGREED UPON FOR NOV 18, 2019 ZONING ADMIN HEARING
 11/22/19
ON BEHALF OF WEST END PARTNERS

T:\Monterey Projects\4046 - Broadway Terrace\UGCS\REPORTS\SWMP\Exh C - All 1 SCM-yb.dwg msisiera Jan 24, 2025 - 9:04am



STORMWATER CONTROL MEASURES (SCM) MAP
ASCENT SEASIDE
SEASIDE, CALIFORNIA

1 / 2 4 / 2 5
Project No.:4046.00



Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com



Exhibit D

Operation and Maintenance Plan for Stormwater Control Measures

Ascent Seaside Ascent Seaside, LLC

Site Address:
Broadway Avenue and Terrace Street
Seaside, CA 93955

APNs 012-191-001, -002, -003, -004, -030, -031, -033, -034, -035.

January 29, 2025

Prepared By:



6 Harris Court • Monterey, CA 93940
831 649-5225 • Fax 831 373-5065

File No.: 4046.01

Operation and Maintenance Plan (OMP) for Stormwater Control Measures (SCMs) at Ascent Seaside

General

This Operation and Maintenance Plan (**OMP**) outlines the minimum operation and maintenance activities required for the stormwater control measures (**SCMs**) constructed as part of the Ascent Seaside (**Project**), located at Broadway Avenue and Terrace Street Seaside, CA 93955, Assessor's Parcel Numbers (APNs) 012-191-001, -002, -003, -004, -030, -031, -033, -034, -035.

In addition to being kept on-site as part of the Project Manual, this OMP is an attachment to a Maintenance Agreement which will be recorded at the City's Recorder's office.

This OMP was prepared pursuant to the "Post Construction Stormwater Management Requirements for Development Projects in the Central Coast Region", Central Coast Regional Water Quality Control Board Resolution No. R3-2013-0032 and the "Stormwater Technical Guide for Low Impact Development, 3rd Edition" by Monterey Regional Stormwater Management Program dated May 1, 2020.

Responsibilities

The property owner, Ascent Seaside, LLC, a Delaware limited liability company (**Owner**), is responsible for facility operation, inspection, and maintenance. SCMs installed as part of the Project must be operated, inspected, and maintained for the life of the Project. Any change or alteration, or the failure to properly operate and maintain any feature described herein, could result in fines or other actions by the local municipality (City of Seaside), or by a state or federal authority. Furthermore, if SCM maintenance is not adequate, the municipality may conduct inspections and repairs, at the Owner's expense. For more information please refer to the Maintenance Agreement.

Updated information, including contact information (**Attachment 2**), must be provided to the municipality if and when the property is sold, or whenever there is a change to one of the listed responsible parties.

Facilities to be Maintained

The facilities which are constructed as part of the Project, and which must be operated, inspected, and maintained, are listed in **Table 1**, below. SCM locations are shown graphically in **Attachment 1**. For more detailed construction information see the Construction Plans (Whitson Engineers, 2022). For facility sizing information see the Storm Water Control Plan (Whitson Engineers, 2022).

Table 1. Facilities to be Maintained

- General Site Features, including asphalt and concrete pavements, landscaped areas, soil slopes, gutters and swales, drain inlets, and storm drain pipes
- Twelve (12) 3-inch deep graded depressions (Self Retaining Landscape Areas)
- Two high-flow tree box biofilters (SCMs 2.1 and 14)
- One StormTech chamber system (SCM 2.2)
- 19,628 s.f. of permeable pavement

These facilities must be inspected and maintained in accordance with the Fact Sheets provided in **Attachment 3**.

**Operation and Maintenance Plan (OMP) for Stormwater Control Measures (SCMs) at
Ascent Seaside**

Prepared by:

Whitson Engineers
6 Harris Court
Monterey, CA 93940
Phone: (831) 649-5225



Richard P. Weber, PE
Principal

Project No. 4046.00



1/29/2025

Date

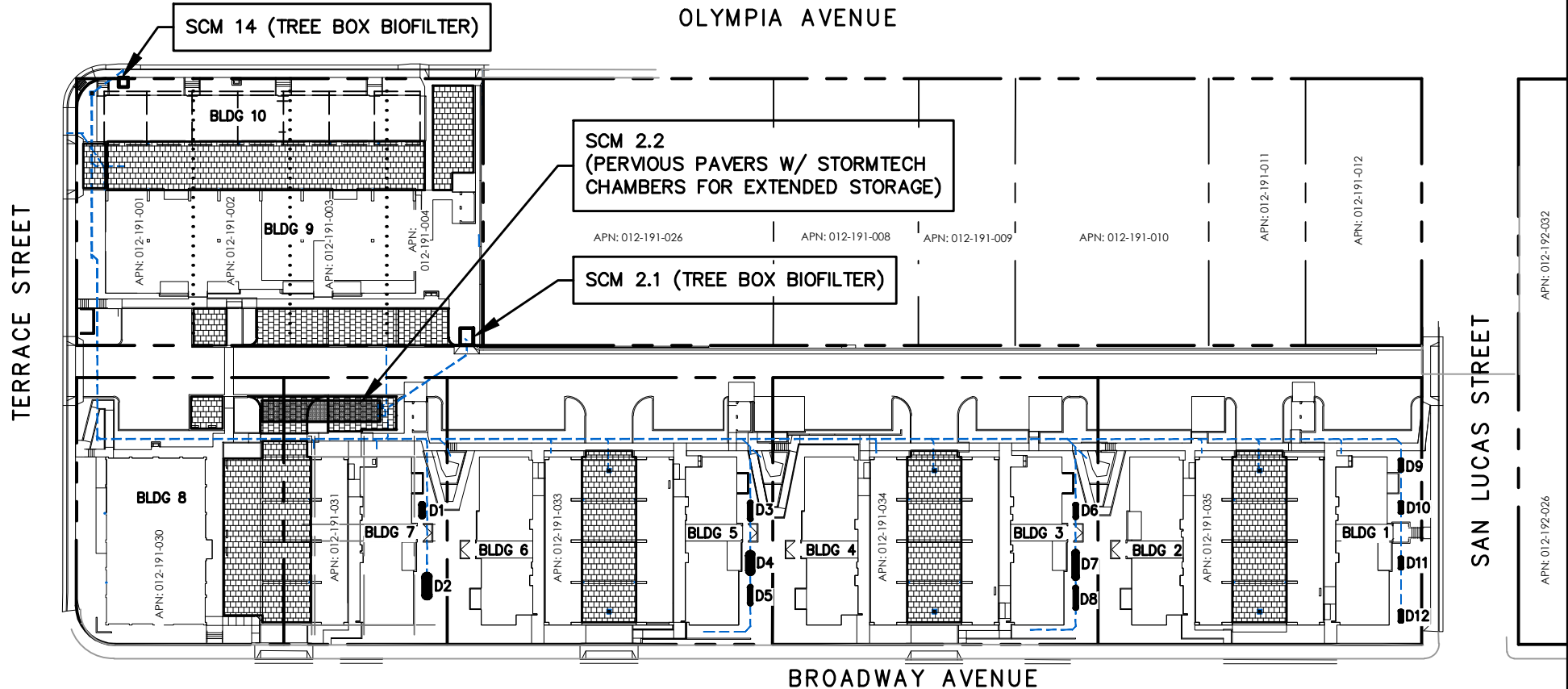
Attachments:

1. Map of SCMs to be Maintained
2. Responsible Parties
3. Stormwater Facilities Operation and Maintenance Fact Sheet
4. Maintenance Checklists

Attachment 1 to Exhibit D

LEGEND

- STORM DRAIN
-  PERVIOUS PAVERS
- D#  3"-DEEP GRADED DEPRESSION (SELF-RETAINING AREA)



STORMWATER CONTROL MEASURES (SCM) MAP ASCENT SEASIDE SEASIDE, CALIFORNIA

1 / 2 4 / 2 5
Project No.:4046.00



Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com



SCALE 1"=80'

Attachment 2 to Exhibit D

Designation of Individuals Responsible for Stormwater Treatment BMP Operation and Maintenance	
Date Completed	
Facility Name Seagrove Apartments (fka Ascent)	
Facility Address 1105 Broadway Ave, Seaside CA 93955	
Designated Contact for Operation and Maintenance	
Name: Savannah Gonzalez	Title or Position: Property Manager
Telephone: 877-680-3952	Alternate Telephone:
Email: sgrmgr@amcllc.net	
Off-Hours or Emergency Contact	
Name: Savannah Gonzalez	Title or Position: Property Manager
Telephone: 877-680-3952	Alternate Telephone:
Email: sgrmgr@amcllc.net	
Corporate Officer (authorized to execute contracts with the City, Town, or County)	
Name: Chuck Bond	Title or Position: Corporate Officer
Address: 3021 Citrus Circle #130 Walnut Creek CA 94598	
Telephone: 925-395-4320	Alternate Telephone:
Email: cbond@dinapolicapital.com	

Stormwater Facilities Operation and Maintenance Fact Sheet

General Site:

1. Collect trash and sweep pavements regularly to prevent accumulation of soil, debris, and trash.
2. Require contractors to collect all their trash including landscaping debris.
3. Provide cigarette butt receptacles at smoke break areas.
4. Communicate trash best management practices to all employees and tenants. Include trash control requirements in any lease documents.

General Landscaping:

1. Remove debris and trash regularly.
2. Prune or cut back plants for health and to ensure stormwater is able to flow into inlets and through curb cuts.
3. Control weeds by manual methods. If problem areas occur, corn gluten, white vinegar, vinegar-based products such as Burnout, or non-selective natural herbicides such as Safer's Sharpshooter may be used.
4. Fertilizer and pesticide use should be limited, and conducted by appropriate professionals.
5. Examine the vegetation to ensure that it is healthy and dense enough to protect soils from erosion. Remove and replace all dead and diseased vegetation.
6. Replenish mulch as necessary. Mulch may be added from time to time to maintain a mulch layer thickness of 3".
7. Confirm that irrigation system is operating properly. Inspect all valves for proper on/off function and adjust as required. Inspect filters at valves and remove debris. For point source drip irrigation, inspect emitters and drip line for proper water flow and check that emitters are not clogged.

Graded Depressions (Self-Retaining Landscape Areas):

1. See "General Landscaping", above, for general requirements.
2. Graded depressions are intended to:
 - a. Pond water before overflowing to a drain inlet.
 - b. Infiltrate completely following each rain event.
3. Graded depressions are not intended to:
 - a. Have standing water for periods longer than 48 hours after a storm
 - b. Serve as wetland or riparian habitat

4. Control weeds by manual methods or by adding mulch. If problem areas occur, corn gluten, white vinegar, vinegar-based products such as Burnout, or non-selective natural herbicides such as Safer's Sharpshooter may be used.
5. Do not add fertilizer within the ponding limits of graded depressions. Compost tea, available from various nurseries and garden supply retailers, may be applied at a maximum recommended rate of 5 gallons, mixed with 15 gallons of water, per acre, up to two weeks prior to planting and once per year between March and June. Do not apply when temperatures are below 50°F or above 90°F or when rain is forecast in the next 48 hours.
6. Do not use synthetic pesticides or herbicides within the ponding limits of graded depressions. Beneficial nematodes and other non-toxic controls may be used. Acceptable natural pesticides include Safer® products and Neem oil.
7. Replenish mulch as necessary. Use "aged mulch" (also called compost mulch) to reduce the ability of weeds to establish, keep soil moist, and replenish soil nutrients. Mulch may be added from time to time to maintain a mulch layer thickness of 1" to 2".
8. Do not re-grade or fill in the graded depressions. It is important that the ground surface be maintained in the design configuration.
9. Do not make additional openings in the side of the drain inlet in order to address surface water ponding issues. Water must pond up to the design overflow elevation before overflowing into the storm drain.

Storm Drain Inlets and Pipes:

1. Maintain and periodically repaint or replace "No Dumping – Flows to Bay" drain inlet markings.
2. Clean storm drain inlets and other conveyance structures before the wet season to remove sediments, trash and debris accumulated during the summer.
3. Conduct inspections and clean and maintain storm drain inlets and storm drain pipes during the rainy season on a frequency necessary to maintain the system in proper working order.
4. Look for evidence of illegal discharges or illicit connections during routine maintenance of drainage structures, clean up, and eliminate the discharge.
 - a. Review drainage system for evidence of spills (e.g., dry paint, discoloring, odors)
 - b. Record locations of apparent illegal discharges/illicit connections.
 - c. Eliminate the discharge once the origin of flow is established.

Trash Enclosures, Trash Cans and Dumpsters

1. Regularly inspect dumpsters, trash cans, and trash compactors for leaks and broken parts, and repair or replace as needed.
2. Inspect the trash enclosure daily, maintain clear of trash, and keep dumpster lids closed.
3. Use dry clean-up methods (absorbent materials) to clean fluid wastes. Don't hose-down waste management areas unless it's confirmed the drain is plumbed to the sanitary sewer.
4. Properly dispose of hazardous waste. Do not dispose of hazardous wastes in the general trash receptacles. Hazardous waste includes e-waste (computers, screens, TVs), appliances, unused paint, batteries, fluorescent light bulbs, cleaning chemicals, and pesticides.

Annually, prior to the beginning of the rainy season:

1. Remove trash, debris, dead vegetation, and accumulated sediment.
2. Visually inspect all facilities to determine if any maintenance activities are required in order to be prepared for the upcoming rainy season.
3. If necessary, replenish rock splash pads, gravel linings, mulch, or other material used to control drainage.
4. Inspect drainage outlets for signs of erosion or plugging. If minor erosion is observed, backfill the eroded area. Rock rip rap or a concrete splash pad may be needed to avoid future erosion. If significant erosion is observed, consult a Civil Engineer or Landscape Architect.
5. Inspect soil slopes for evidence of instability or erosion. If minor erosion is observed, backfill the eroded area, and cover the area with mulch or erosion control blanket to prevent future erosion. If significant erosion is observed, or if there is evidence of instability, consult a Civil Engineer or Landscape Architect.

Stormwater Facility Operation and Maintenance Fact Sheet

► TREE BOX FILTER

High flow rate tree box type biofilters ("tree box filters") are intended to:

1. Reduce pollutant loads by filtering stormwater runoff through a layer of engineered soil media.
2. Pond water to a specified depth before overflowing to a drain inlet.
3. Drain completely following each rain event.

Tree box filters are not intended to:

1. Infiltrate significant amounts of water into the underlying soil
2. Have standing water for periods longer than 48 hours after a storm
3. Serve as wetland or riparian habitat
4. Be accessed by anyone other than authorized personnel

The recommended routine maintenance activities for tree box filter are:

On an as-needed basis:

1. Remove accumulated sediment, fallen leaves, debris, and trash.
2. Prune or cut back plants for health and to ensure stormwater is able to flow into inlets and across the surface of the facility. Remove and replant as necessary. When replanting, maintain the design surface elevation and minimize the introduction of soil.
3. Control weeds by manual methods.
4. Examine the vegetation to ensure that it is healthy. Remove and replace all dead and diseased vegetation.
5. Fertilizers and pesticide use should be limited and conducted by appropriate professionals. Synthetic pesticides shall not be used.
6. Remove graffiti and replace signs and markers as necessary.
7. Confirm that irrigation is adequate and not excessive.

Annually, prior to the beginning of the rainy season:

1. Remove trash, debris, weeds, and accumulated sediment.
2. Remove mulch and place 3" of new mulch. The mulch should be double-shredded hardwood mulch, or as specified by the system manufacturer. Mulch shall not be colored or dyed.
3. Prior to placing the new mulch, evaluate if additional engineered soil media is required. Additional soil media shall be obtained from the manufacturer; do not use other types of soil.
4. Adjust splash pad material. Replenish if needed.
5. Visually inspect the facility and surroundings to determine if any other maintenance activities are required in order to be prepared for the upcoming season.

During the rainy season:

1. Observe the water level draw-down characteristics of the tree box filter during the 24 hour period following each rain event. The tree box filter should completely draw down immediately after each rain event. If it does not draw-down immediately, inspect the tree box for sediment which may have accumulated and reduced the infiltrative ability of the engineered soil media. Sediment typically does not penetrate deeply into the mulch and soil media, and therefore can typically be removed by replacing the mulch layer. In some instances it may be necessary to additionally replace the top layer of soil media. If the facility is still not operating as desired, consult the system designer and/or the manufacturer.

Annually, at the end of the rainy season:

1. Remove trash, debris, vegetation, and accumulated sediment.
2. Determine if any maintenance activities should be scheduled, since many maintenance activities need to be performed during the dry season.

Do Not:

1. Do not add fertilizer to tree box filters. Compost tea, available from various nurseries and garden supply retailers, may be applied at a maximum recommended rate of 5 gallons, mixed with 15 gallons of water, per acre, up to two weeks prior to planting and once per year between March and June. Do not apply when temperatures are below 50°F or above 90°F or when rain is forecast in the next 48 hours.
2. Do not use synthetic pesticides or herbicides on tree box filters. Beneficial nematodes and non-toxic controls may be used. Acceptable natural pesticides include Safer® products and Neem oil.
3. Do not add "normal" soil into the tree box filters. Tree box filter soil media is specially formulated to provide a high infiltration rate; adding "normal" soils can significantly reduce the ability of the facility to function as designed.

Stormwater Facility Operation and Maintenance Fact Sheet

► PERMEABLE PAVERS

Permeable pavers are intended to:

1. Infiltrate all precipitation during smaller storms.
2. Surface drain during higher-intensity storms.
3. Reduce pollutant loads by infiltrating stormwater and by filtering stormwater runoff through the aggregate base course.
4. Drain completely following each rain event.

Permeable pavers are not intended to:

1. Have standing water on its surface.
2. Shift or settle over time.

The recommended routine maintenance activities for permeable pavers are:

On an ongoing and as-needed basis:

1. Keep surrounding landscaped areas well maintained and covered with landscaping and/or mulch so that soils are prevented from being washed onto the permeable pavers.
2. Ensure the paver system is draining and that there is no standing water.
3. Control weeds by manual methods. If problem areas occur, corn gluten, white vinegar, vinegar-based products such as Burnout, or non-selective natural herbicides such as Safer's Sharpshooter may be used.
4. Pesticide use should be limited and conducted by appropriate professionals. Synthetic pesticides shall not be sprayed onto permeable pavers.
5. Monitor regularly to ensure that the surface drains properly after storms.
6. Regular dusting or sweeping by either brush or vacuum systems. Cleaning intervals will depend on several factors including traffic type, traffic frequency and environmental factors.

Annually, prior to September 1:

1. Inspect the surface of the system for signs of sediment build-up, surface flow characteristics, and surface ponding.
2. Remove soil build-up, fallen leaves, debris, and trash.
3. Vacuum the pavers using a dry vacuum type street sweeper or other dry vacuum system. Vacuum and sweeper settings may require adjustments to prevent uptake of aggregate from the paver voids and joints.
4. Re-inspect the surface for signs of accumulated sediment, erosion, or lost filler materials.
5. Re-fill joints with aggregate (matching existing aggregate specification) if aggregate is more than 1/2" below the paver surface.
6. Annual vacuuming typically is all that is required, unless an excessive amount of sediment is deposited onto the permeable paving. If excessive amounts sediment are deposited onto the permeable paving, the source of the sediment should be investigated and addressed. If it is not possible to eliminate the issue, an increased sweeping frequency may be necessary.
7. Surface rehabilitation likely will be needed once every 5 to 20 years. Surface rehabilitation is needed when the infiltration characteristics of the paver system are not restored by standard dry vacuuming. Perform surface rehabilitation in accordance with the system manufacturer's current recommendations. Activities may include:
 - a. Pervious body paver systems:
 - i. Perform a light pressure wash at 1200-1500 psi in conjunction with wet vacuuming. A steam or hot water option will provide best results.
 - ii. Using a fan tip spray nozzle, at 30 degree angle, 14 to 16 inches from the paver and working at a 45 degree angle from the dominant pattern.
 - iii. Start from the highest grade, working in a sweeping motion, downhill to the lowest point of the project.
 - iv. Care must be taken not to allow the nozzle of the pressure washer to come in close contact with the paver as damage may occur.
 - v. Perform flood testing to verify the system's rehabilitated infiltration rate. The rehabilitated infiltration rate should be at least 3 inches per hour.
 - b. Pervious joint paver systems:
 - i. Remove the upper 1/2" to 1" of joint filler material (and the accumulated sediments) using a commercial vacuum sweeper with water jets and vacuum bar attachment.

- ii. Backfill the joints with new joint filler (match existing filler material) and sweep the surface clean.
 - iii. Perform flood testing to verify the system's rehabilitated infiltration rate. The rehabilitated infiltration rate should be at least 50 inches per hour.
- c. Solvents or cleaners shall not be used.

Reconstruction:

Partial or full reconstruction is required in the event that the foregoing rehabilitation techniques fail to restore the system's function.

Reconstruction is also required if the pavement becomes unstable or settles.

A qualified civil engineer or landscape architect should be consulted if reconstruction is needed. A construction contractor qualified in permeable paver installation should perform any needed reconstruction.

Do not:

1. Do not pressure wash permeable pavers with more than 1500 psi . Only pressure wash by following the procedures specified by the manufacturer.
2. Do not seal, overlay, or repave with impermeable materials.

Isolator[®] Row Plus

O&M Manual



The Isolator[®] Row Plus

Introduction

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row Plus is a technique to inexpensively enhance Total Suspended Solids (TSS), Total Phosphorus (TP), Total Petroleum Hydrocarbons (TPH) and Total Nitrogen (TN) removal with easy access for inspection and maintenance.

The Isolator Row Plus

The Isolator Row Plus is a row of StormTech chambers, either SC-160, SC-310, SC-310-3, SC-740, DC-780, SC-800, MC-3500, MC-4500 or MC-7200 models, are lined with filter fabric and connected to a closely located manhole for easy access. The fabric lined chambers provide for sediment settling and filtration as stormwater rises in the Isolator Row Plus and passes through the filter fabric. The open bottom chambers allow stormwater to flow vertically out of the chambers. Sediments are captured in the Isolator Row Plus protecting the adjacent stone and chambers storage areas from sediment accumulation.

ADS Isolator Row and Plus fabric are placed between the stone and the Isolator Row Plus chambers. The woven geotextile provides a media for stormwater filtration, a durable surface for maintenance, prevents scour of the underlying stone and remains intact during high pressure jetting.

The Isolator Row Plus is designed to capture the “first flush” runoff and offers the versatility to be sized on a volume basis or a flow-rate basis. An upstream manhole provides access to the Isolator Row Plus and includes a high/low concept such that stormwater flow rates or volumes that exceed the capacity of the Isolator Row Plus bypass through a manifold to the other chambers. This is achieved with an elevated bypass manifold or a high-flow weir. This creates a differential between the Isolator Row Plus row of chambers and the manifold to the rest of the system, thus allowing for settlement time in the Isolator Row Plus. After Stormwater flows through the Isolator Row Plus and into the rest of the chamber system it is either exfiltrated into the soils below or passed at a controlled rate through an outlet manifold and outlet control structure.

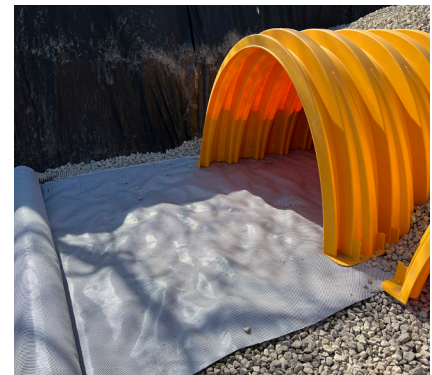
The Isolator Row Plus Flamp[™] is a flared end ramp apparatus attached to the inlet pipe on the inside of the chamber end cap. The FLAMP provides a smooth transition from pipe invert to fabric bottom. It is configured to improve chamber function performance by enhancing outflow of solid debris that would otherwise collect at the chamber's end, or more difficult to remove and require confined space entry into the chamber area. It also serves to improve the fluid and solid flow into the access pipe during maintenance and cleaning and to guide cleaning and inspection equipment back into the inlet pipe when complete.

The Isolator Row Plus may be part of a treatment train system. The treatment train design and pretreatment device selection by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, StormTech recommend using the Isolator Row Plus to minimize maintenance requirements and maintenance costs.

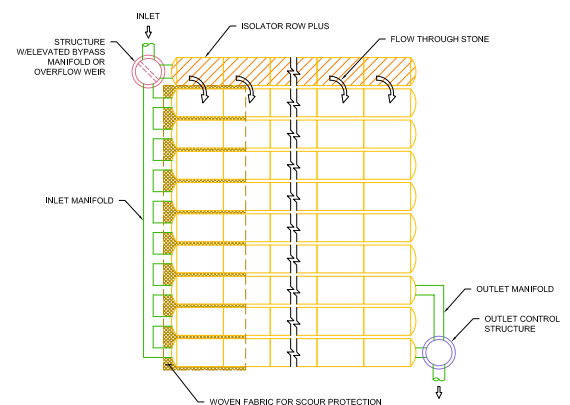
Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row Plus.



Looking down the Isolator Row Plus from the manhole opening, ADS Plus Fabric is shown between the chamber and stone base.



StormTech Isolator Row Plus with Overflow Structure (not to scale)



Isolator Row Plus Inspection/Maintenance

Inspection

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row Plus should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row Plus incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

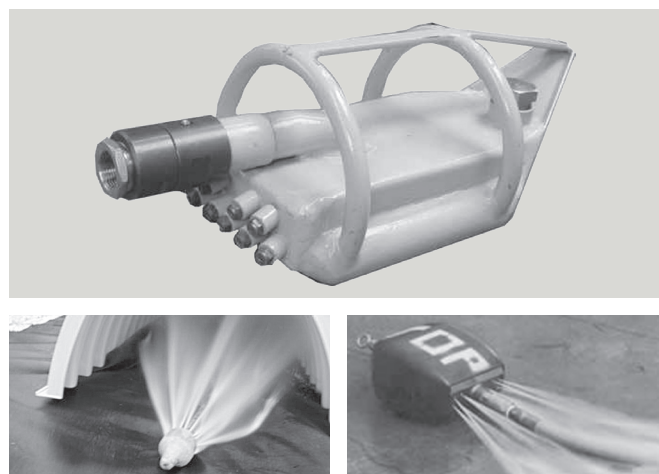
If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3" (75 mm) throughout the length of the Isolator Row Plus, clean-out should be performed.

Maintenance

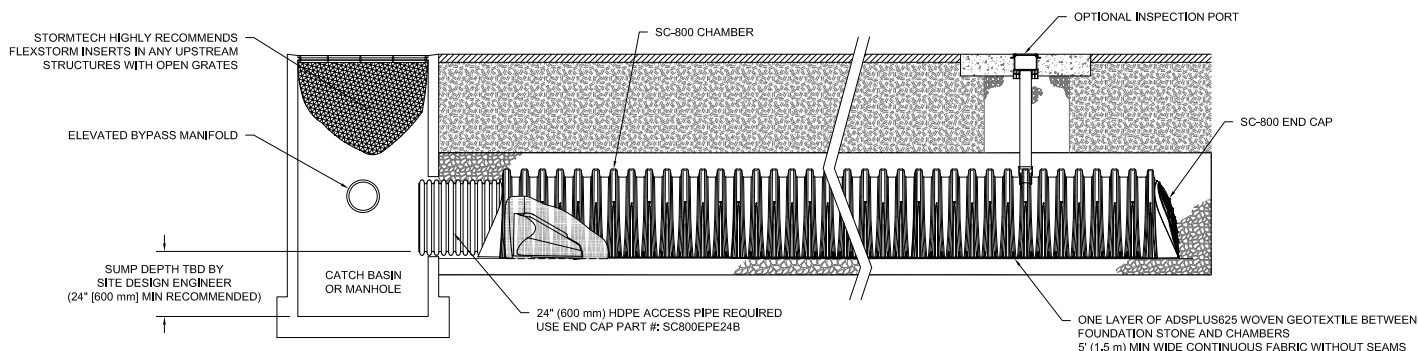
The Isolator Row Plus was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided

via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entry.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row Plus while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. StormTech recommends a maximum nozzle pressure of 2000 psi be utilized during cleaning. JetVac reels can vary in length. For ease of maintenance, ADS recommends Isolator Row Plus lengths up to 200' (61 m). **The JetVac process shall only be performed on StormTech Isolator Row Plus that have ADS Plus Fabric (as specified by StormTech) over their angular base stone.**



StormTech Isolator Row Plus (not to scale)



Isolator Row Plus Step By Step Maintenance Procedures

Step 1

Inspect Isolator Row Plus for sediment.

- A) Inspection ports (if present)
 - i. Remove lid from floor box frame
 - ii. Remove cap from inspection riser
 - iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
 - iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.
- B) All Isolator Row Plus
 - i. Remove cover from manhole at upstream end of Isolator Row Plus
 - ii. Using a flashlight, inspect down Isolator Row Plus through outlet pipe
 1. Mirrors on poles or cameras may be used to avoid a confined space entry
 2. Follow OSHA regulations for confined space entry if entering manhole
 - iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2. If not, proceed to Step 3.

Step 2

Clean out Isolator Row Plus using the JetVac process.

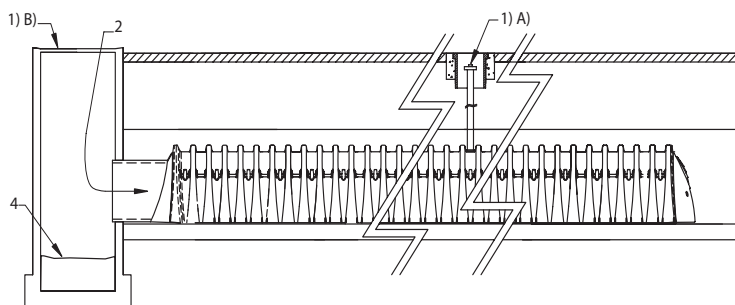
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

Step 3

Replace all caps, lids and covers, record observations and actions.

Step 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



Sample Maintenance Log

Date	Stadia Rod Readings		Sedi- ment Depth (1)-(2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/15/11	6.3 ft	none		New installation. Fixed point is CI frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row Plus, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DJM

adspipe.com

800-821-6710



City of Seaside
Stormwater Management Facilities
Annual Maintenance Certificate

For Calendar Year _____

I, _____ certify that the stormwater management facilities at

Print Name

_____ (Address),

_____ (APN),

including the stormwater site design measures, treatment measures and source control measures have been properly operated and maintained during the preceding year, and have been recently inspected during a period beginning on September 1 and ending no later than September 30 and repaired as necessary to ensure continued proper operation.

(Attach copies of any maintenance records and/or receipts, if applicable)

Signature

Date

Title

This Certificate shall be submitted to the City of Seaside no later than October 1 annually.

Pursuant to City of Seaside Municipal Code Title 8.46 Urban Stormwater Quality Management and Discharge Control, the City Engineer or designee maintains the authority, whenever reasonably necessary, to make an inspection, make copies of related records, take water samples and perform any testing necessary to enforce any provision of the Storm Water Management Ordinance.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Thomas Korman, Public Works Director/City Engineer

DATE: March 6, 2025

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A FENCE MAINTENANCE AGREEMENT WITH ASCENT SEASIDE, LLC FOR A FENCE LOCATED IN THE PUBLIC ALLEY RIGHT OF WAY ADJACENT TO THE SEAGROVE APARTMENTS

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a fence maintenance with Ascent Seaside, LLC.

BACKGROUND

The property, with APNs 012-191-001, -002, -003, -44, -030, 031, -003, -034, and -035 located at the corner of Broadway and Terrace St., more commonly known as Seagrove Apartments, is owned by Ascent Seaside LLC. To satisfy the conditions of approval of the development, the project was required to construct and install a fence and enter into a Maintenance Agreement with the City for ongoing maintenance of the fence.

A fence plan was reviewed and approved by the City on February 25, 2025. To insure ongoing maintenance of the fence, the property owner is required to enter into a Maintenance agreement to be recorded at the Monterey County Records Office. The attachment includes the fence construction details and proposed location.

Staff recommends adopting a Resolution authorizing the City Manager to execute the Maintenance Agreement with the Ascent Seaside, LLC.

FISCAL IMPACT

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

Entry Agreement.

ATTACHMENTS

1. Ascent Fence Resolution
 2. Fence Maintenance Agreement
-

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE AND
RIGHT OF ENTRY AGREEMENT WITH ASCENT SEASIDE LLC FOR THE
SEAGROVE APARTMENTS**

WHEREAS, Ascent Seaside, LLC, Property Owner, owns real property ("Property") in the City of Seaside, County of Monterey, State of California, referred to as APNs 012-191-001, -002, -003, -004, -030, -031, -033, -034, -035; and

WHEREAS, the Board of Architectural Review of the City of Seaside approved Architectural Review Application No BAR-19-17, hereinafter referred to as "Permit"; and

WHEREAS, the Permit requires the Owner to record maintenance agreement for a fence located in the alley adjacent to the development; and

WHEREAS, the fence construction details have been reviewed and approved by the City; and

WHEREAS, the Owner is aware that periodic maintenance will be required to the fence; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute the Fence Maintenance Agreement with Ascent Seaside, LLC attached hereto.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the sixth day of March 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

WHEN RECORDED MAIL TO:

City Clerk,
City of Seaside
440 Harcourt Avenue
Seaside, CA. 93955

THIS SPACE FOR RECORDERS USE ONLY

FENCE MAINTENANCE AGREEMENT FOR ASCENT SEASIDE

FENCE MAINTENANCE AGREEMENT FOR ASCENT SEASIDE

THIS FENCE MAINTENANCE AGREEMENT ("Agreement") is made and entered into in the City of Seaside, California, this day of March __, 2025 by and between Ascent Seaside, LLC, a Delaware limited liability company, hereinafter referred to as "Developer" and the City of Seaside ("City"), a municipal corporation. This Agreement applies to the proposed fence installation along the north side of the city alley right-of-way adjacent to Developer properties in the County of Monterey, State of California, referred to as APNs 012-191-033, 012-191-034, 012-191-035. The Agreement is subject to the following recitals:

1. Developer is the fee simple owner of property located in the City of Seaside, County of Monterey, State of California, as shown on Exhibit A and referred to as APNs 012-191-033, 012-191-034, 012-191-035.
2. The City of Seaside has accepted the Fence Maintenance Agreement (as evidenced by the execution of this Agreement by the City Manager.
3. Developer covenants with the City of Seaside, that Developer, at all times after the effective date of this instrument, at its own cost and expense, will maintain the proposed fence along the alleyway in compliance with all applicable ordinances, codes, rules and regulations. Developer, and all future owners of all or any part of the Property are bound by the provisions of this Agreement. This Agreement cannot be terminated, released, amended or modified without the express prior written consent of the City of Seaside.
4. This Agreement shall be in addition to any other agreements, law, ordinances or regulations related to maintaining fences and the subject matter herein.
5. This Agreement is binding upon the inures to the benefit of the parties hereto and their respective successors, assigns, affiliates, agents and tenants. This Agreement and other rights and obligations created, granted and conveyed shall run with the land as a burden upon the Property.
6. Developer warrants that (i) it is the fee simple owner of the Property directly adjacent to the city alley on the South side, (ii) it has full right, power and authority to execute this Agreement, and (iii) the execution hereof by Developer does not conflict with or constitute a default under any agreement to which Developer is a party or by which Developer of the Fence Maintenance Agreement is bound.
7. This Agreement shall terminate only upon mutual written agreement between the City of Seaside and Developer or if the fence is removed or not constructed.
8. Should the owners of an adjacent property to the North of the alleyway & fence receive City of Seaside approval for development that requires modification of the fence, Developer will contract for the performance of any such work which is to be reimbursed by the party initiating the development & requiring modification.

9. **Recording:** This Agreement shall be recorded in the Office of the Recorder of Monterey County, California, at the expense of the Developer and shall constitute notice to all successors and assigns of the title to said Property of the obligation herein set forth.
10. **Attorney's Fees:** In the event of legal action occasioned by any default or fault of the Developer, or its successors or assigns, the Developer and its successors or assigns agree(s) to pay all costs incurred by the City in enforcing the terms of this Agreement, including attorney's fees and costs. In the event of legal action occasioned by any default of the City, the City agrees to pay all costs incurred by the Developer and its successors or assigns in enforcing the terms of this Agreement, including attorneys' fees and costs.
11. **Notice:** Any notice to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

IN WITNESS THEREOF, the parties hereto have affixed their signatures as of the date first written above.

CITY:
CITY OF SEASIDE, A
MUNICIPAL CORPORATION

DEVELOPER:
ASCENT SEASIDE, LLC, A DELAWARE
LIMITED LIABILITY COMPANY

By:

Signature

Name: Dan Meewis

Title: Interim City Manager

By:

Signature

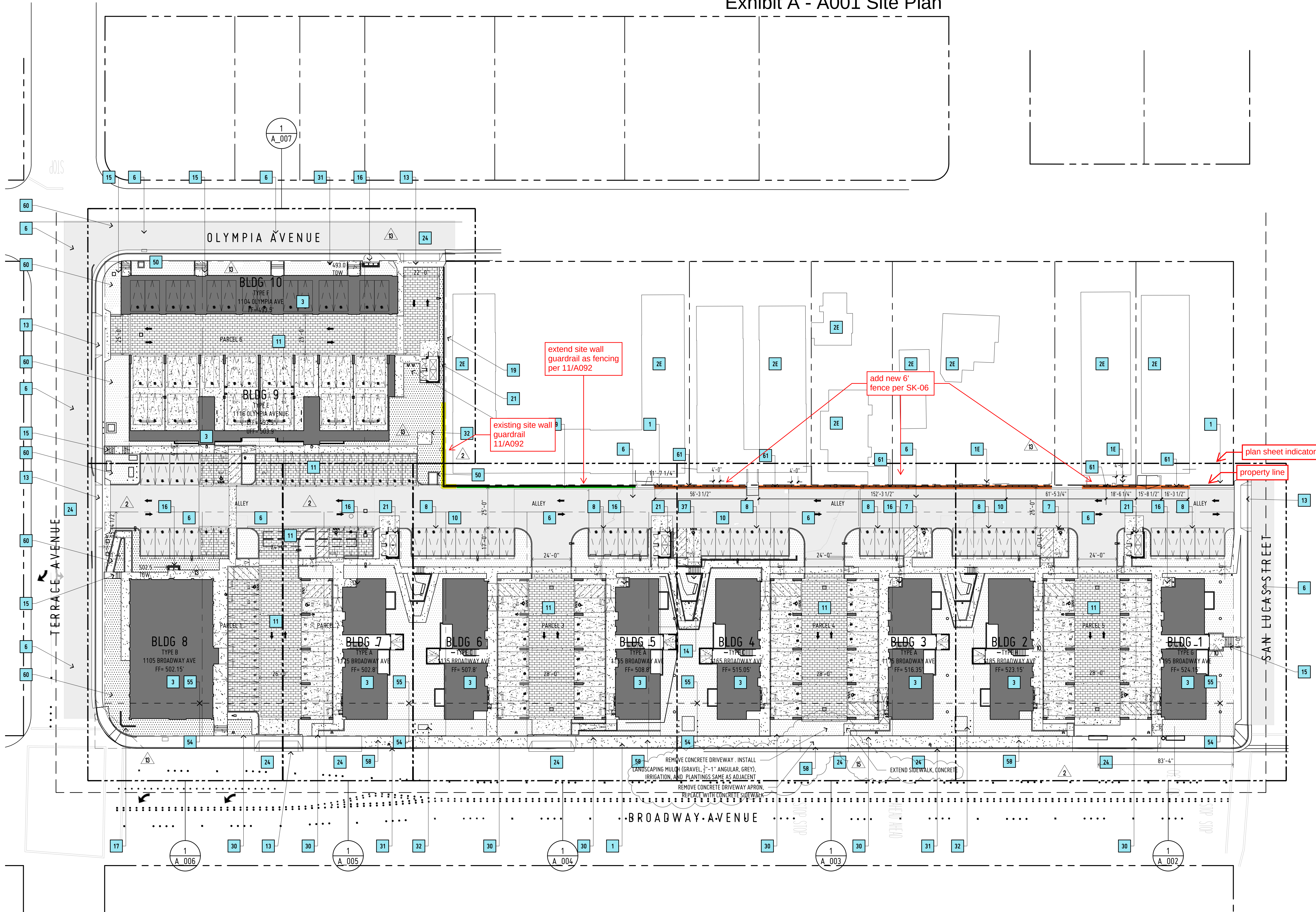
Name: Chuck Bond

Title: Authorized Signatory

List of Exhibits

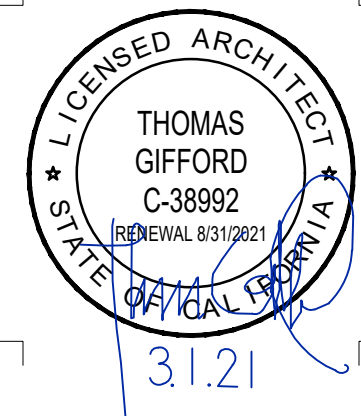
- A. A001 Site Plan
- B. SK 06 – New Fence Detail
- C. A092 – Site Wall Detail #11

Exhibit A - A001 Site Plan



SITE KEY:

- NEW BUILDING
- EXISTING BUILDINGS
- CONCRETE SIDEWALKS ADA PARKING AND/OR PATIOS, 5% MAX. DIRECTION OF TRAVEL AND 2% MAX. CROSS SLOPE
- ASPHALT, SEE CIVIL
- PERMABLE PAVER, SEE CIVIL
- PAVER, SEE CIVIL
- MASONRY YARDWALL, INTEGRAL COLOR BLOCK, HONED BOTH SIDE W/ CAP SEE CIVIL
- FOUNDATION RETAINING WALL ABOVE SLAB. SEE DETAIL 7/A519.1
- ADA ACCESSIBLE ROUTE



DATE: 1 MAR 2021
27 SEPT 2021
15 OCT 2022
REVISION: 10.15.22 / 15.12.25
9.9.24 / 9.20.24

SITE KEY NOTES:

- | | |
|---|---|
| 1 PROPERTY LINE | 31 FIRE HYDRANT |
| 1E EXISTING FENCE. RE-WORK-LOCATION AS NECESSARY | 32 ELECTRICAL TRANSFORMER AND PAD PER PG&E W/ RETAINING PER PG&E GREENBOOK |
| 2E EXISTING BUILDING ON ADJOINING SITE | 33 ELECTRICAL ROOM |
| 3 NEW BUILDING | 34 BLDG ELECTRICAL EQUIPMENT, DISCONNECT, MDP AND METERS |
| 4 EXISTING UTILITY EASEMENT | 35 SIDEWALK CONCRETE RAMP, SLOPE 1:12 MAXIMUM |
| 5 NEW UTILITY EASEMENT | 36 ACCESSIBLE PARKING, CONCRETE, 2% MAX. SLOPE ANY DIRECTION, ACCESSIBLE SYMBOL, "NO PARKING", AND DIAGONAL STRIPING |
| 6 ASPHALT PAVING | 37 ACCESSIBLE SIDEWALK RAMP, CONCRETE, W/ DETECTABLE WARNING, SEE DETAILS |
| 7 PARKING AREA, CONCRETE, PAINTED LINES, SEE CIVIL | 38 ACCESSIBLE SIDEWALK RAMP |
| 8 PARKING AREA, ASPHALT, PAINTED LINES, SEE CIVIL | 39 CIP CONCRETE GRADE BEAM, FLUSH WITH PAVING |
| 9 CONCRETE SIDEWALK, 4" T. SLOPE 5% MAX DIRECTION OF TRAVEL AND 2% CROSS SLOPE | 40 BUILT IN BENCH, COMPOSITE WOOD |
| 10 PAINTED LINES, SEE CIVIL | 41 BOLLARD, GALV. AND REFLECTIVE TAPE, DETAIL 14/A_092 |
| 11 PERMABLE PAVERS | 42 EV CHARGING STATION |
| 12 CONCRETE SIDEWALK, 4" T. W/ CURB AND GUTTER, MATCH EXISTING ELEVATIONS | 43 "DOWNHILL" PATIO, SEE DETAIL 16/A_091. |
| 13 CURB CUT W/ NEW CURB RAMPS AND SIDEWALK W/ DETECTABLE WARNING | 44 "UPHILL" PATIO, SEE DETAIL 4/A_092. |
| 14 CONCRETE RAMP, SLOPE 1:12 MAXIMUM W/ STEEL HANDRAILS, BOTH SIDES, SEE DETAIL 1/A_093 | 45 "SWITCHBACK" SEATING AREA, SEE DETAIL 7/A_091 |
| 15 CONCRETE STAIRS (1+12") - SEE CIVIL FOR RISER) W/ HANDRAILS, SEE DETAIL 2/A_093, SEE CIVIL AND LANDSCAPE FOR ALL REQUIREMENTS | 46 ACCESSIBLE SIDEWALK RAMP W/ DETECTABLE WARNING |
| 16 USPS MAIL AND PARCEL BOX, NO CMU ENCLOSURE AT BLDG, SEE 6/A_092 W/ 8" CMU COLOR HONED ENCLOSURE, NO. OF BOXES PER SPECIFICATIONS | 47 BUILDING ADDRESS NUMBER, 12" H. ALUM ON ENTRY CANOPY |
| 17 MONUMENT SIGN, "ASCENT", CMU AND COMPOSITE WD, SEE DETAIL 5/A_092 | 48 DETECTABLE WARNING |
| 18 FENCE, 3 1/2 H. METAL AND COMPOSITE WOOD, SEE DETAIL | 49 NOT USED |
| 19 YARDWALL, MASONRY, HONED FACE BLOCK W/ GUARDRAIL, SEE DETAILS 11/A_092 | 50 TREE BOX FILTER |
| 20 YARDWALL, MASONRY, HONED FACE BLOCK, SEE DETAILS 8 OR 9/A_092 | 51 EV PARKING SPACE W/ GREEN WHEEL STOP, SIGNAGE- "EV" AND "NO PARKING EXCEPT FOR ELECTRIC VEHICLES" |
| 21 TRASH AND RECYCLING ENCLOSURE, 6'0 H. MASONRY W/ ROOF. SEE DETAIL 1/A_091 AND CONCRETE SLAB, SEE CIVIL | 52 PET WASTE STATION, 12/A092 |
| 22 BIKE RACK, PAINT, SEE DETAIL 3/A093 | 53 SITE LIGHTING |
| 23 WHEEL STOP, SECURE TO PAVING | 54 SEASIDE AND TITLE 24 SOUND REQUIREMENT LINE FROM CENTER OF BROADWAY 0'-60" - STC 31, FRONT AND SIDE ELEVATIONS |
| 24 SAWCUT AND REPAIR EXISTING ASPHALT PAVING IF DAMAGED DURING INSTALLATION OF NEW DRIVEWAY/ ALLEY | 55 SEASIDE AND TITLE 24 SOUND REQUIREMENT LINE FROM CENTER OF BROADWAY 60'-125" - STC 28, SIDE ELEVATIONS |
| 25 STOP SIGN | 56 NO PARKING SIGNAGE, EXACT LOCATION TO BE DETERMINED |
| 26 ACCESSIBLE PARKING SIGNAGE, SEE DETAIL 13/A_092 | 57 1250 GAL GREASE TRAP, BELOW GRADE, TRAFFIC RATED |
| 27 BUILDING SIGNAGE- UNIT IDENTIFICATION, SEE DETAILS 2/A_523 | 58 SAW CUT AT CURB (IF NECESSARY) AND CONCRETE SIDEWALK PER CITY OF SEASIDE REQUIREMENTS |
| 28 NO PARKING SIGN | 59 CONCRETE SIDEWALK, CURB AND GUTTER AND STREET REPAIR PER CITY OF SEASIDE REQUIREMENTS FOR NEW UTILITIES LOCATIONS UNDERGROUND ELECTRICAL SERVICE |
| 29 FIRE RISER ROOM | 60 6'0 H. CEDAR FENCE, SEE DETAIL 2/A.001 |
| 30 FIRE PIV, REMOVE FDC AND VALVE | 61 BOLLARD, 4" DIA. SCHEDULE 40 GALV. PIPE, PAINT YELLOW W/ 2" WIDE REFLECTIVE TAPE |

SITE GENERAL NOTES

- A. REFER TO ALL SHEET FOR ALL REQUIREMENTS
- B. SEE REFERENCE SHEETS (6.0001-6.0007) FOR ALL REQUIREMENTS AND ADDITIONAL INFORMATION
- C. REFER TO CIVIL PLANS FOR TOP OF SLAB ELEVATIONS
- D. SEE LANDSCAPE PLANS FOR ADDITIONAL SITE REQUIREMENTS
- E. BUILDINGS TO MEET ALL CBC 2019 REQUIREMENTS
- F. SITE SHALL BE DESIGNED, CONSTRUCTED, MONITORED + MAINTAINED IN ACCORDANCE WITH EPA CLEAN WATER ACT.
- G. ALL DIMENSIONS ARE TO THE CENTERLINE BETWEEN UNITS OR TO THE OUTSIDE FACE OF FRAMING OR CONCRETE
- H. METES AND BOUNDS DESCRIPTIONS OF LOTS, ROADWAYS, DRAINAGE, UTILITY, AND ACCESS RIGHT OF WAY AND / OR EASEMENTS ARE DESCRIBED ON THE SUBDIVISION PLAT AS ARE NOT AREAS, ALL AS INCLUDED HEREIN.
- I. ALL BUILDINGS SHALL CONFORM TO THE INTENT OF THE DEVELOPMENT PLAN BUILDING SETBACK SHALL APPLY TO ALL PERMANENT STRUCTURES, INCLUDING ACCESSORY STRUCTURES
- J. PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH CITY OF SEASIDE APPROVALS AND CONDITIONS
- K. FIRE DEPARTMENT ACCESS SHALL BE MAINTAINED THROUGHOUT ALL DEVELOPMENT CONSTRUCTION PHASES AS PER IFC 1410.1
- L. AN APPROVED WATER SUPPLY FOR THE FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ARRIVES ON THE SITE AS CFC 1412.1
- M. REVIEW GEOTECHNICAL ENGINEERING INVESTIGATION BY SALEM ENGINEERING, PROJECT # 1-219-0641, DATED AUGUST 26, 2019, PRIOR TO ANY SITE WORK.
- N. REVIEW NOISE ASSESSMENT STUDY FOR THE PLANNED ASCENT MIXED USE DEVELOPMENT BY EDWARD L. PACK ASSOCIATES, INC. THERE ARE MULTIPLE BUILDING AND CONSTRUCTION REQUIREMENTS:
 - 1. GLASS DOORS AND WINDOWS 60'0" OR LESS FROM BROADWAY STC 31 FROM 60'0"-125'0" STC 28
 - 2. CONSTRUCTION NOISE AND VIBRATION REQUIREMENTS
- O. GROUND SURFACE SHALL BE SLOPE AWAY FROM BUILDING 4% MIN.
- P. ALL SITE BENCHES TO MEET 2019 CBC ACCESSIBILITY REQUIREMENTS
- Q. ILLUMINATION SHALL BE PROVIDED ALONG THE PATH OF TRAVEL FOR THE EXIT DISCHARGE FROM EACH EXIT TO THE PUBLIC WAY.

SITE ACCESSIBILITY NOTES:

ACCESSIBLE ROUTES SHALL BE CONSTRUCTED IN ACCORDANCE WITH 2019 CBC CHPT 11 REQUIREMENTS. SLOPES ALONG PATH OF TRAVEL SHALL NOT EXCEED 1/20 OR 5% SLOPE FOR SIDEWALKS AND ACCESS AISLES. CROSS SLOPES SHALL NOT EXCEED 1/48 OR 2% SLOPE FOR ANY ELEMENT INCLUDING SIDEWALKS, PATHS, RAMPS, AISLES, OR LANDINGS.

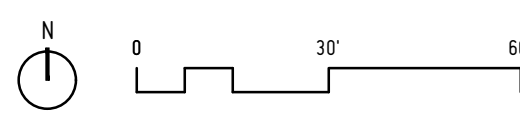
RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH 2019 CBC CHPT 11 REQUIREMENTS AND SHALL INCLUDE HANDRAILS, EDGE PROTECTION, AND LANDINGS AS REQUIRED BY THAT STANDARD.

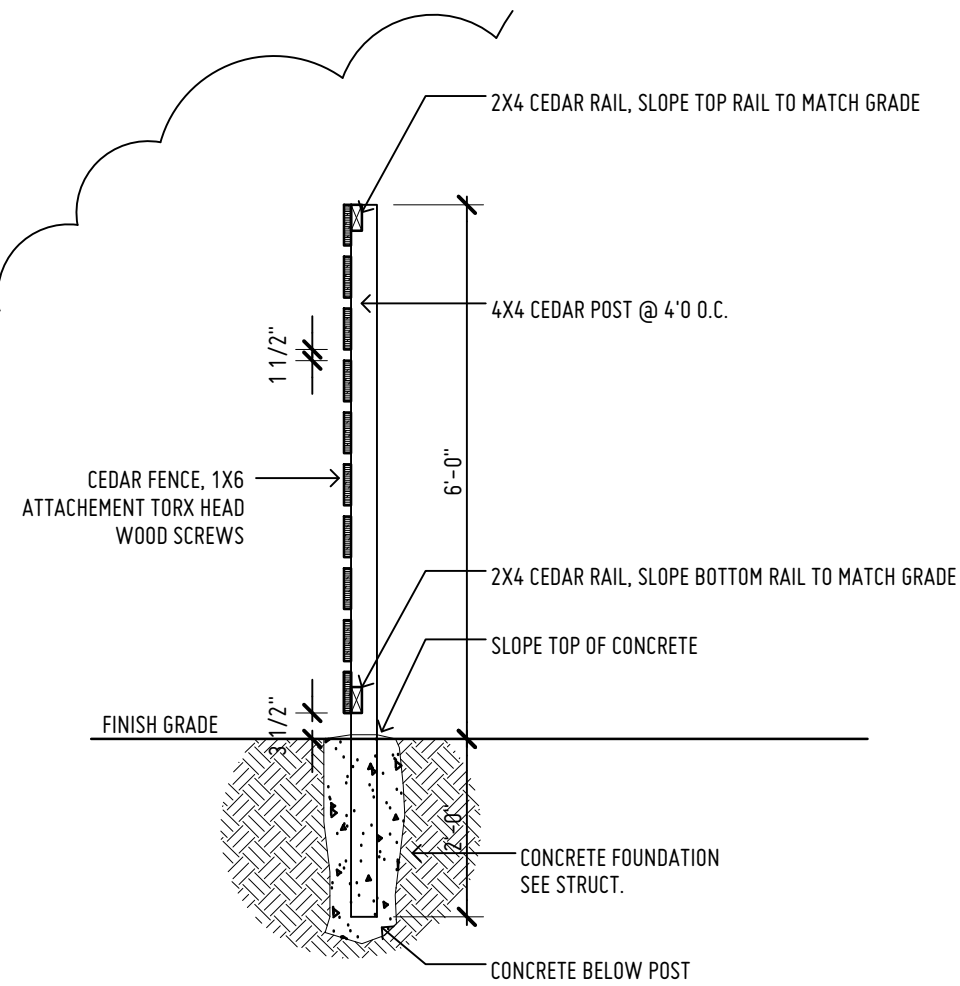
ACCESSIBLE PATHS IN EXCESS OF 5% ARE CONSIDERED RAMPS AND SHALL MEET ALL REQUIREMENTS FOR RAMPS. IN NO CASE SHALL THE SLOPE OF A RAMP EXCEED 1/12 OR 8% SLOPE.

PARKING SPACES AND ACCESS AISLES ADJACENT TO PARKING SPACES SHALL BE LEVEL WITH A CROSS SLOPE NOT IN EXCESS OF 1/48 OR 2% SLOPE.

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ESTABLISHED GRADE POINTS AND CONSTRUCTING PAVEMENT SECTIONS TO MEET SLOPE REQUIREMENTS AS ESTABLISHED ABOVE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND COMPARING ACTUAL GRADES TO THE CONTRACT DOCUMENTS. CONTRACTOR'S TEAM SHALL INFORM THE ARCHITECT AND CIVIL ENGINEER OF DEVIATIONS AND SHALL COORDINATE REVISED RAMP AND ACCESS LAYOUTS AND ELEVATIONS WITH THE ARCHITECT.

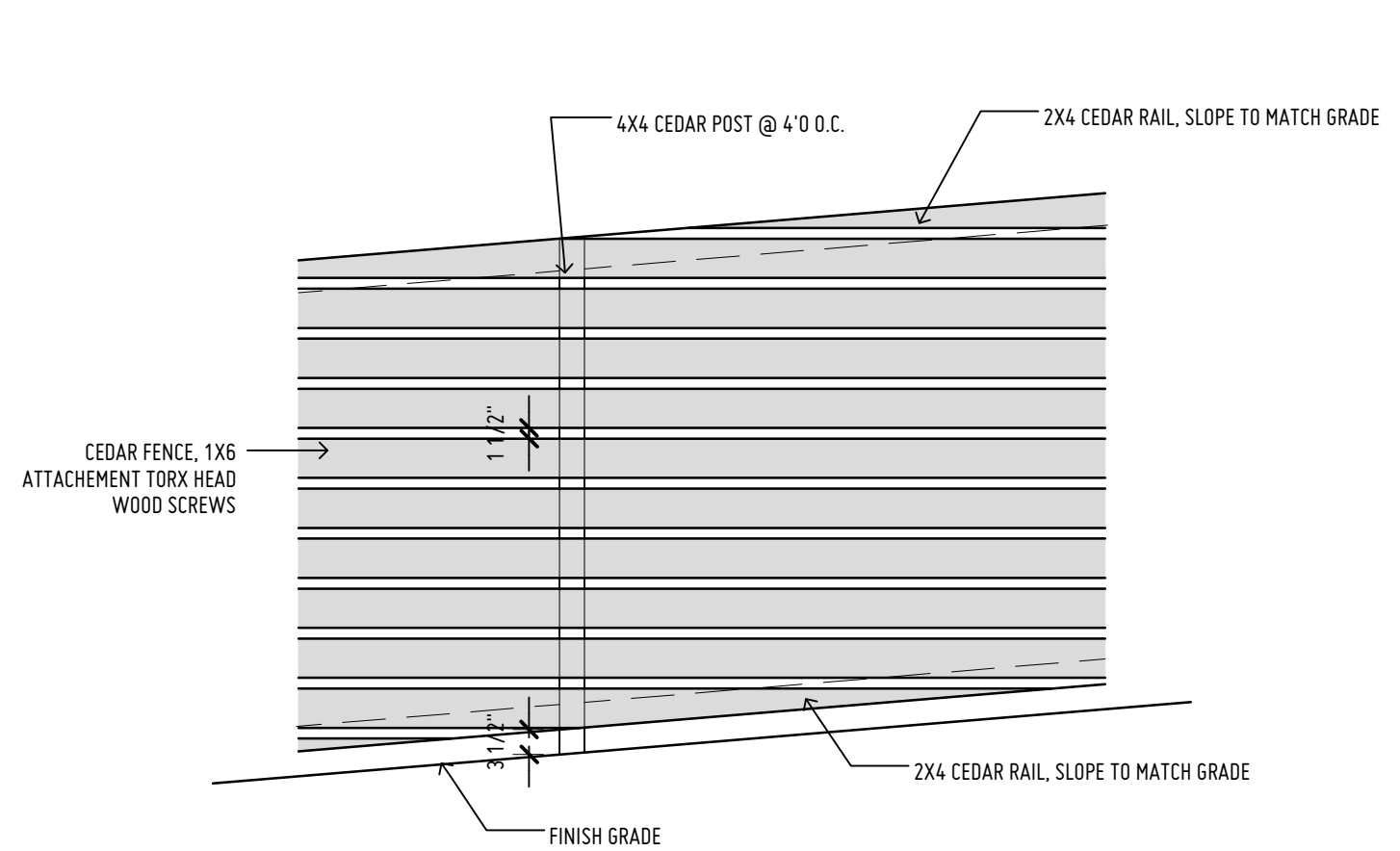




9 | CEDAR FENCE DETAIL

A_093 | ----

SCALE: 1/2" = 1' 0



10 | CEDAR FENCE ELEVATION

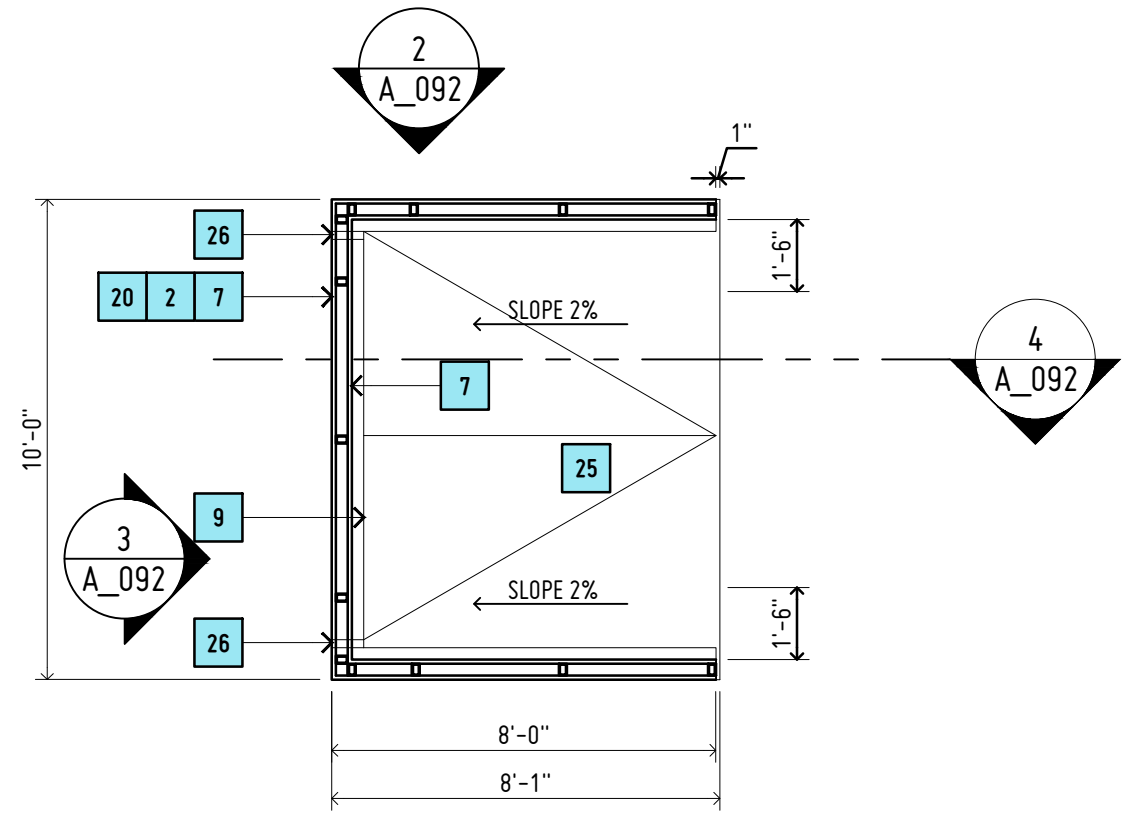
A_093 | ----

SCALE: 1/2" = 1' 0

SK 06- NEW FENCE DETAIL

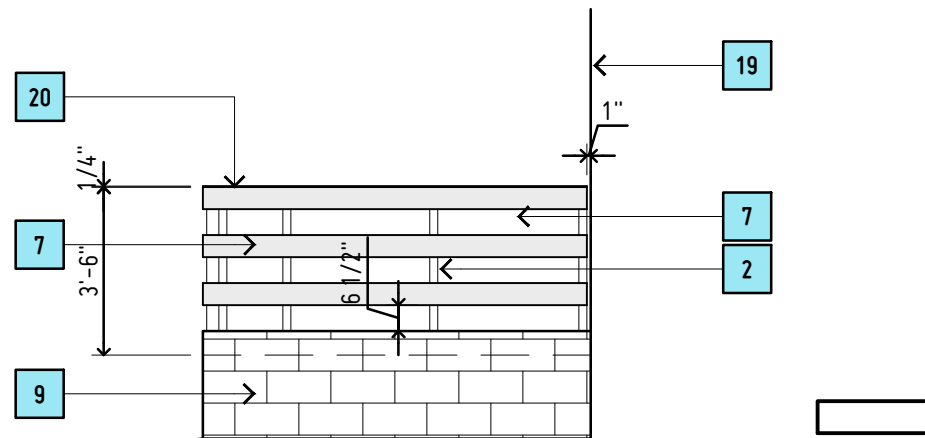
DATE: 11.5.24

Exhibit C - A092 Site Wall Detail #11



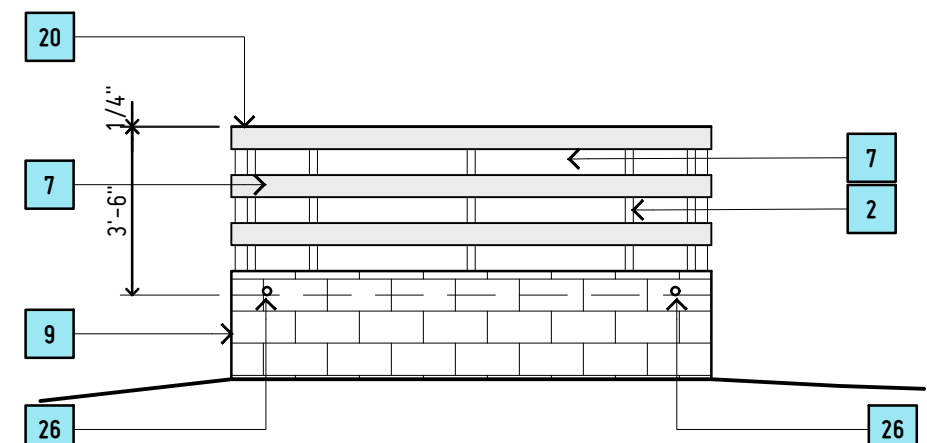
1 | BLDG ENTRY SEATING- (UPHILL)

A_092 | --- SCALE: 1/4" = 1' 0"



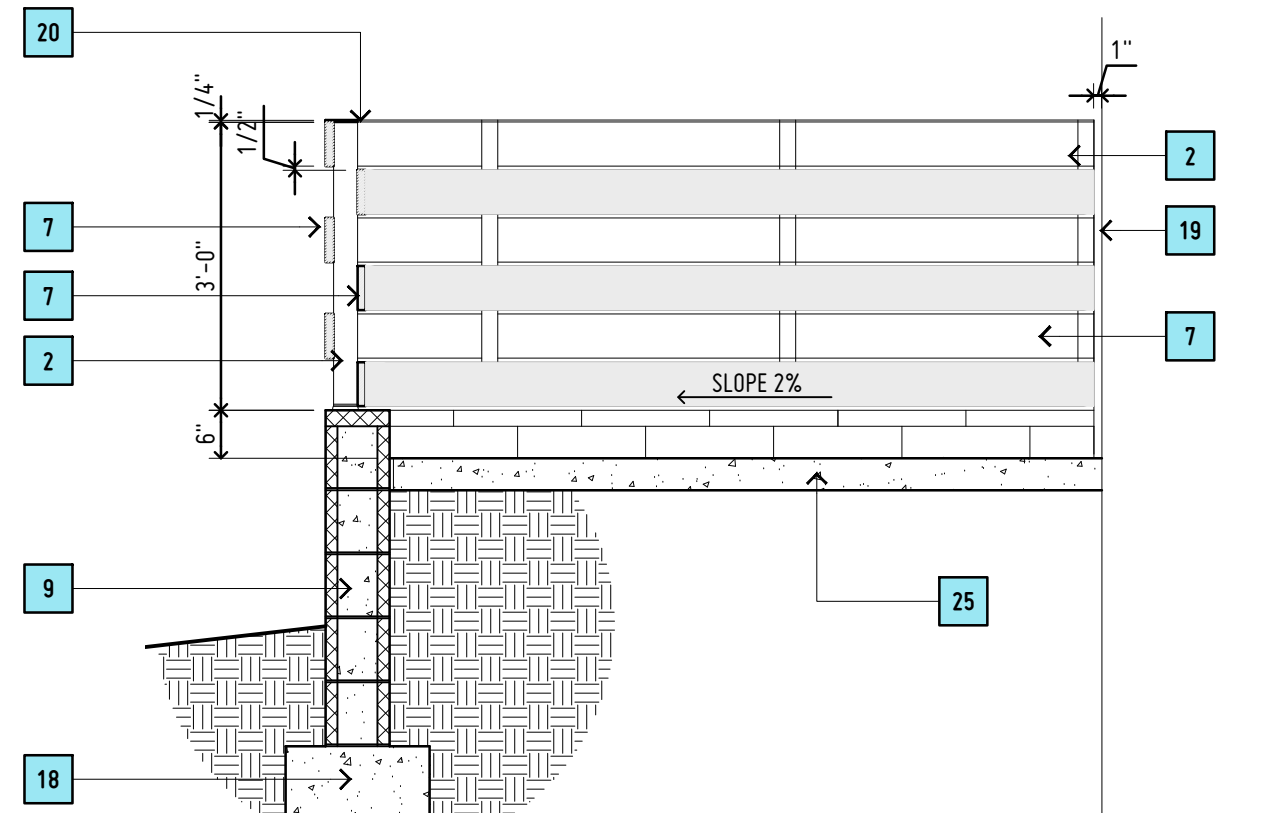
2 | BLDG ENTRY SEATING- (UPHILL)

A_092 | --- SCALE: 1/4" = 1' 0"



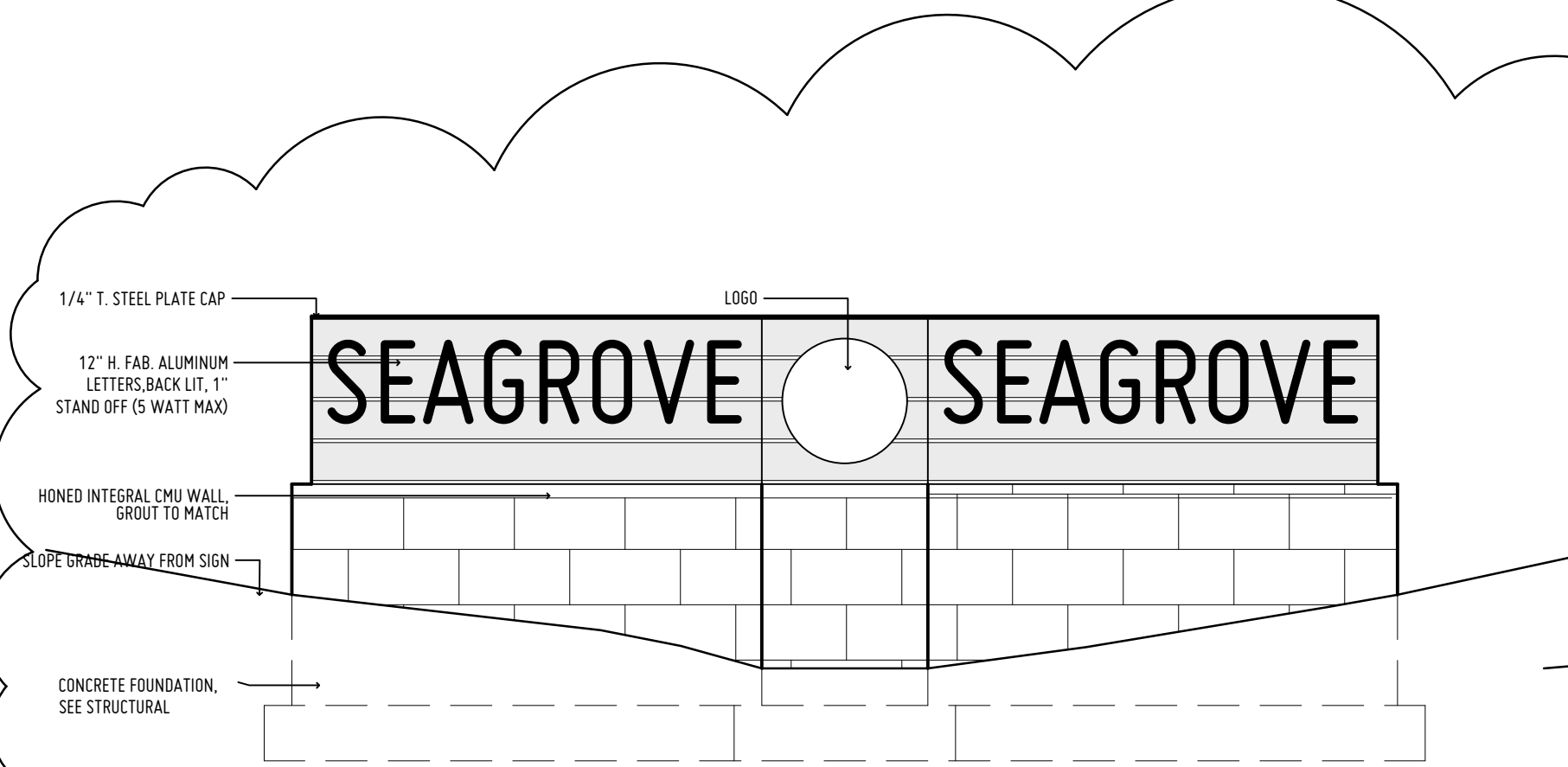
3 | BLDG ENTRY SEATING- (UPHILL)

A_092 | --- SCALE: 1/4" = 1' 0"



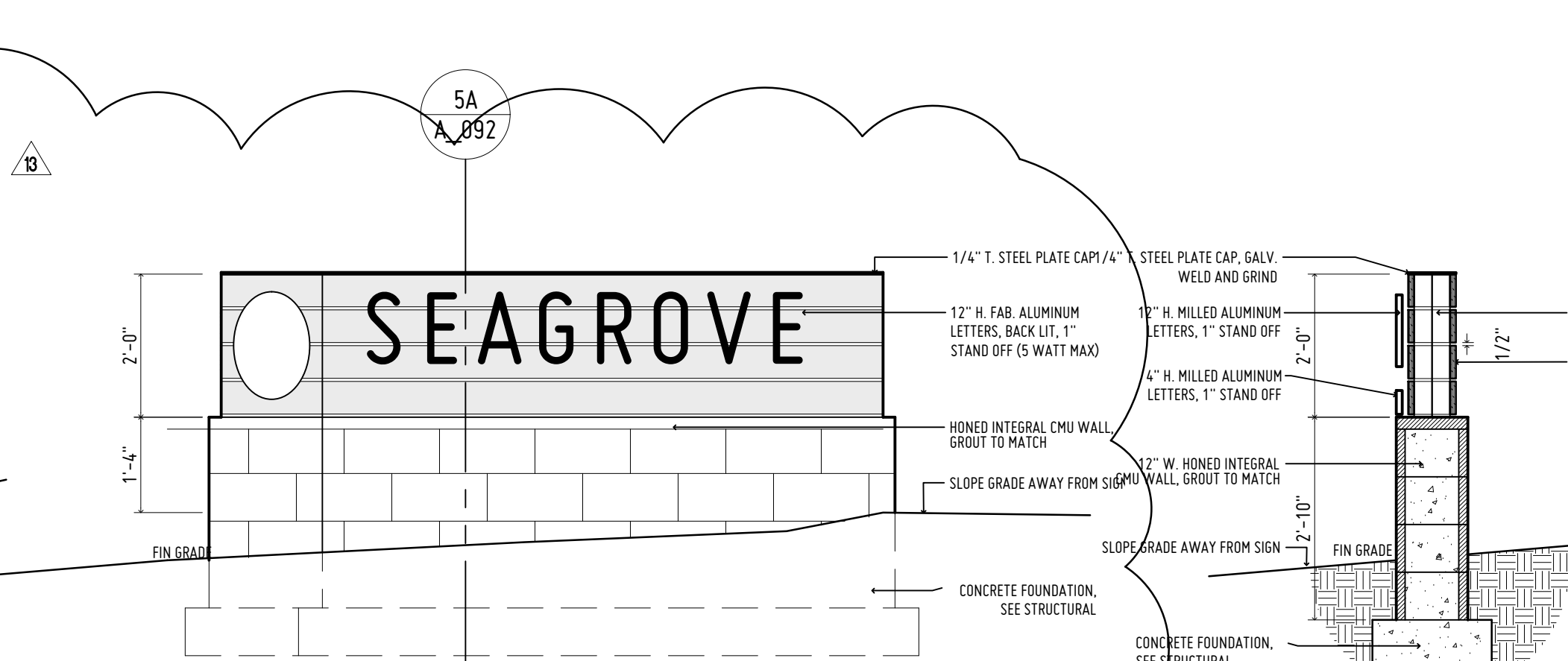
4 | BLDG ENTRY SEATING- (UPHILL)

A_092 | --- SCALE: 1/2" = 1' 0"



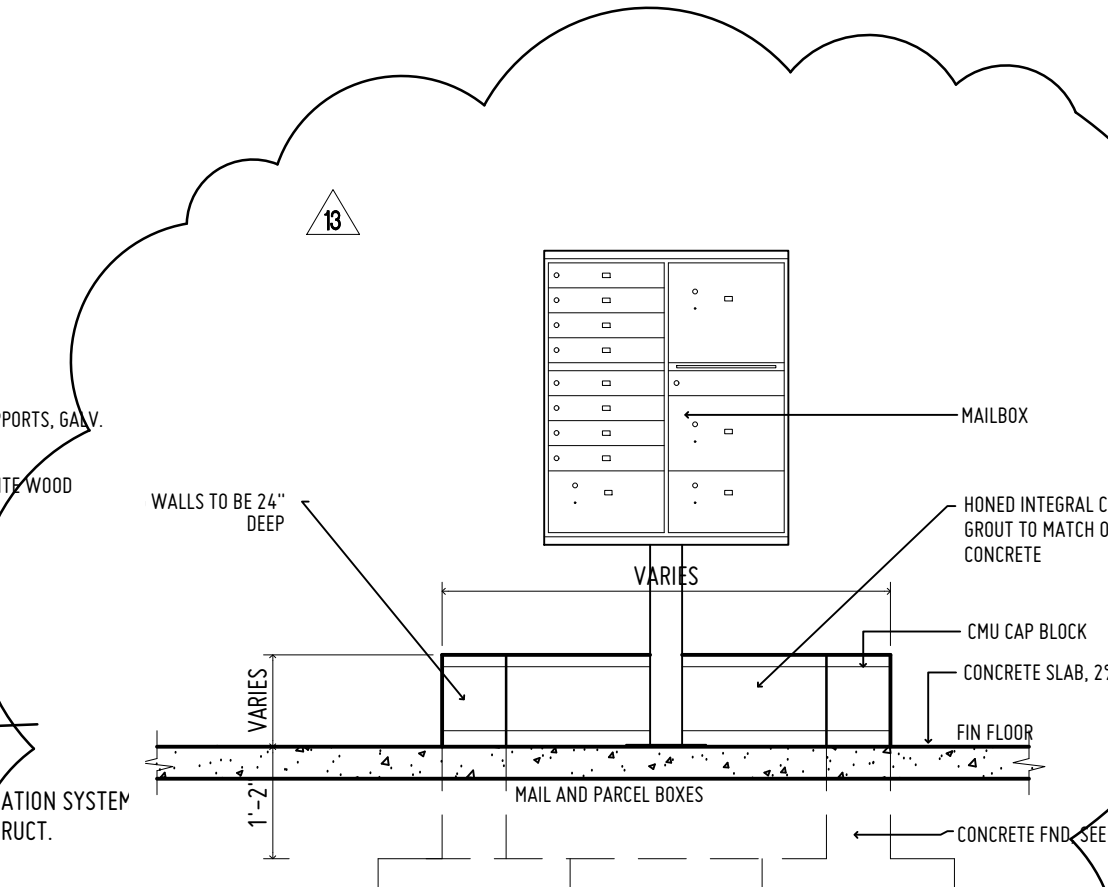
5 | PROJECT SIGNAGE

A_092 | --- SCALE: 1/2" = 1' 0"



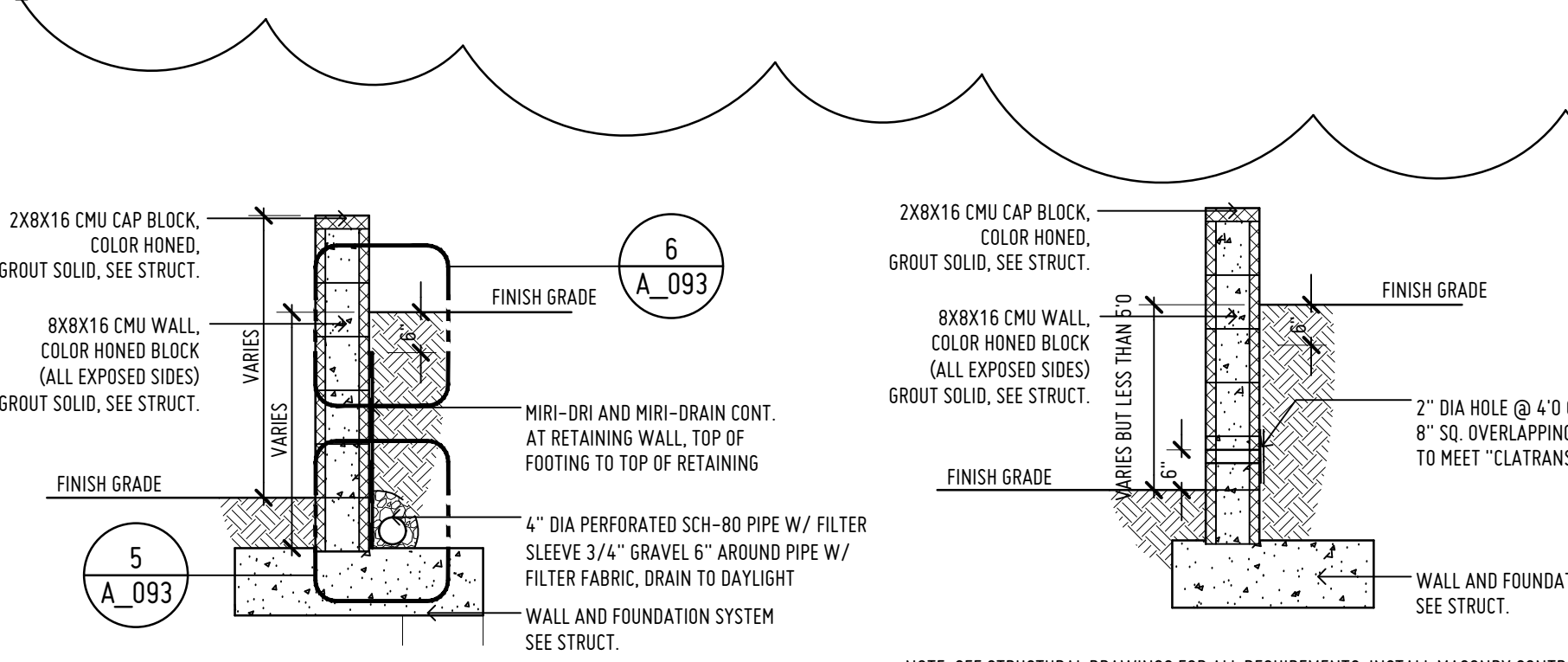
5A | SIGN SECTION

A_092 | --- SCALE: 1/2" = 1' 0"



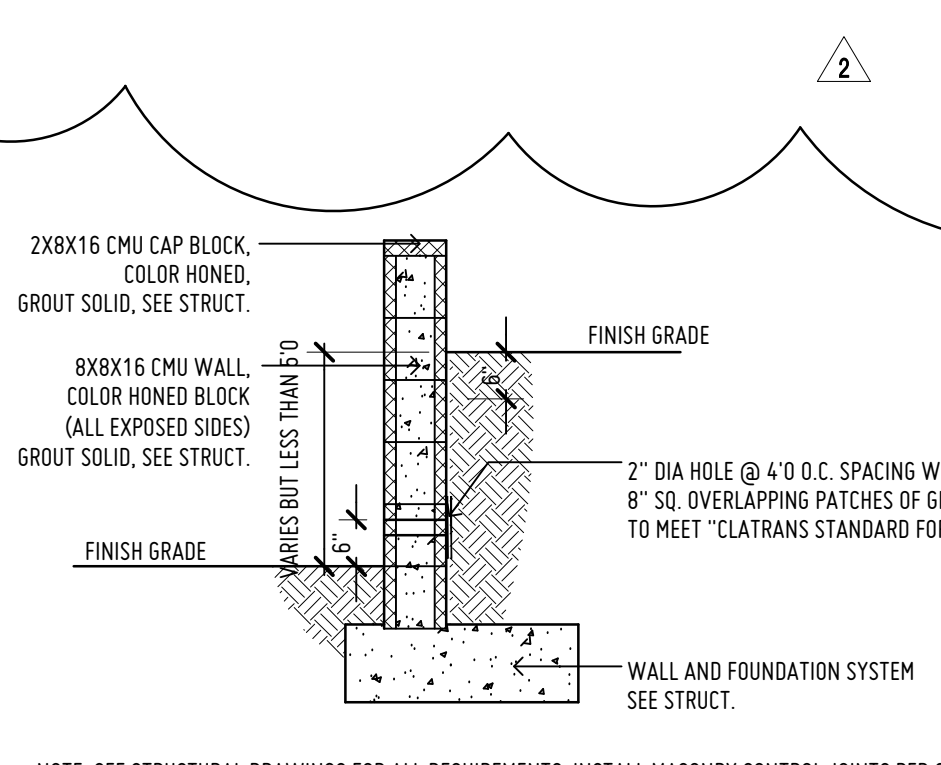
6 | MAIL ENCLOSURE

A_092 | --- SCALE: 1/2" = 1' 0"



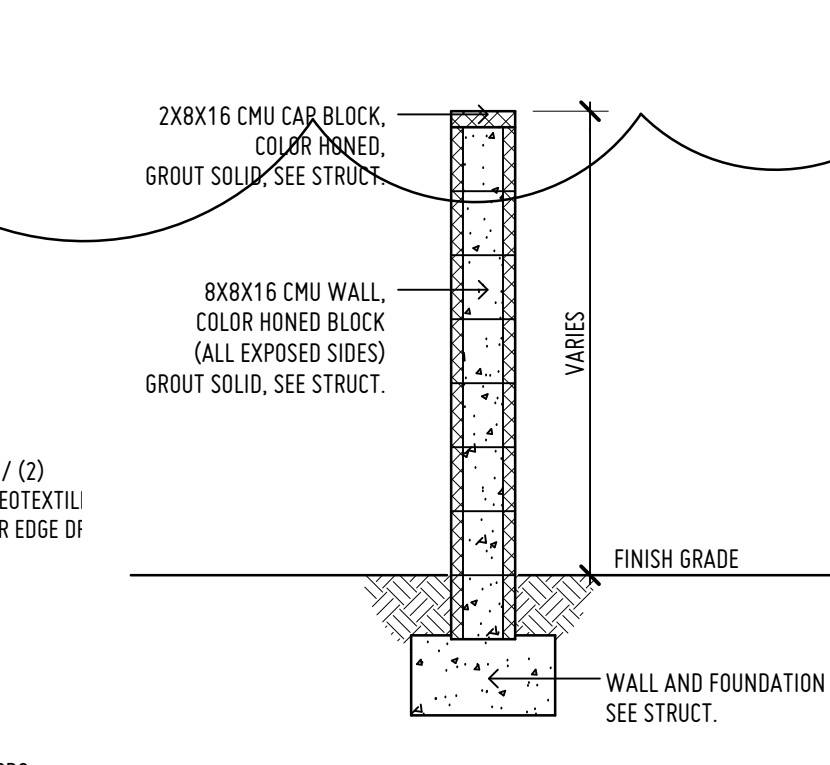
8 | RETAINING WALL SECTION

A_092 | --- SCALE: 1/2" = 1' 0"



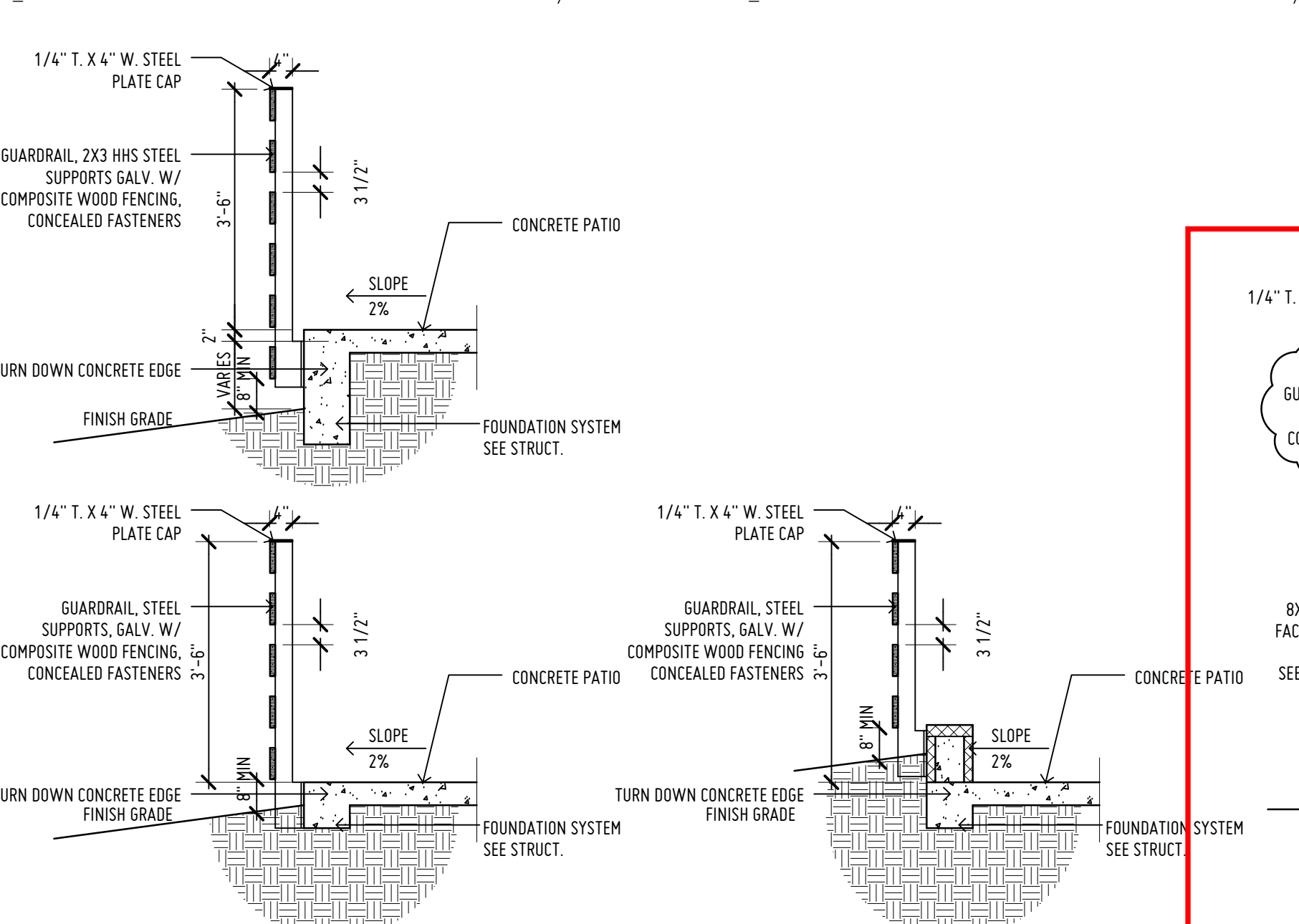
8A | RETAINING WALL SECTION

A_092 | --- SCALE: 1/2" = 1' 0"



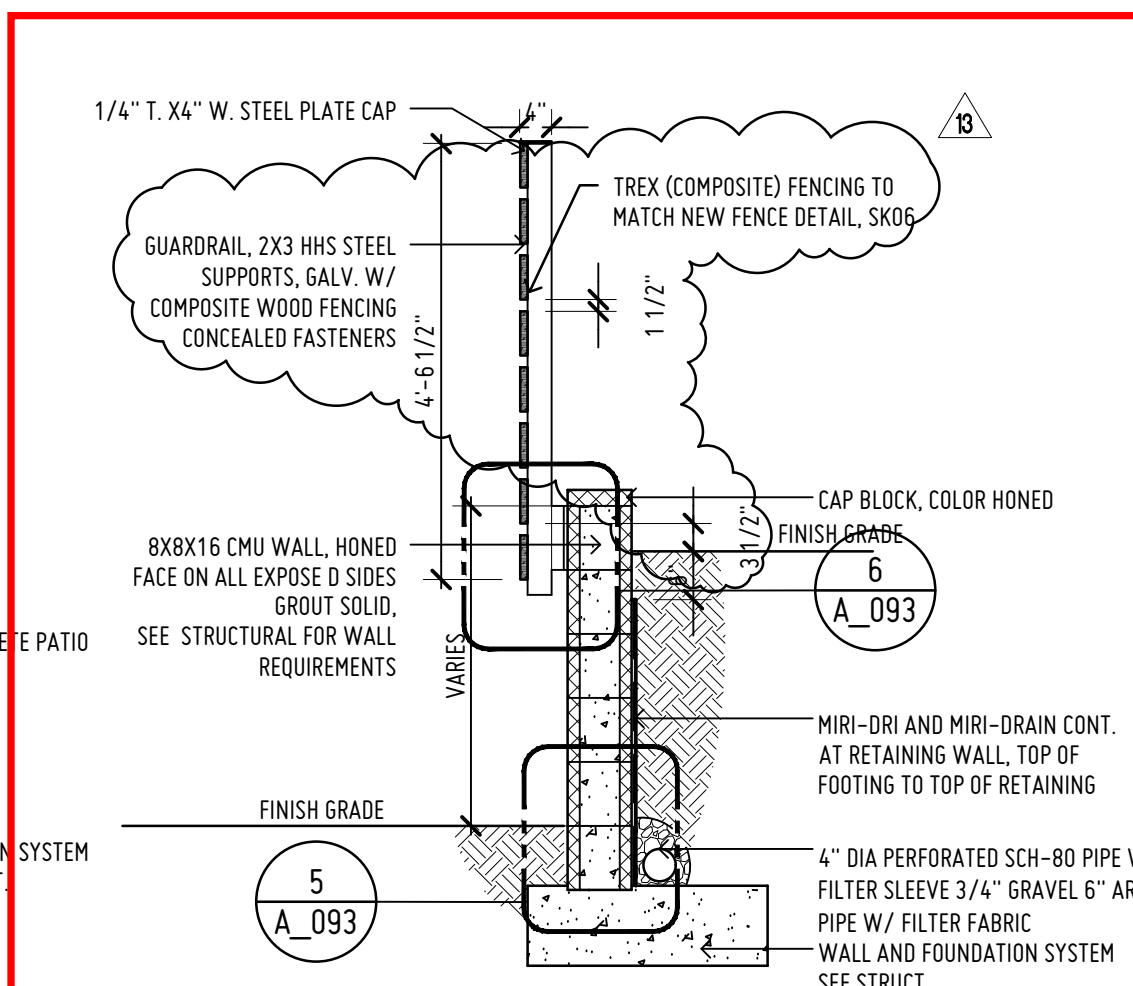
9 | YARDWALL SECTION

A_092 | --- SCALE: 1/2" = 1' 0"



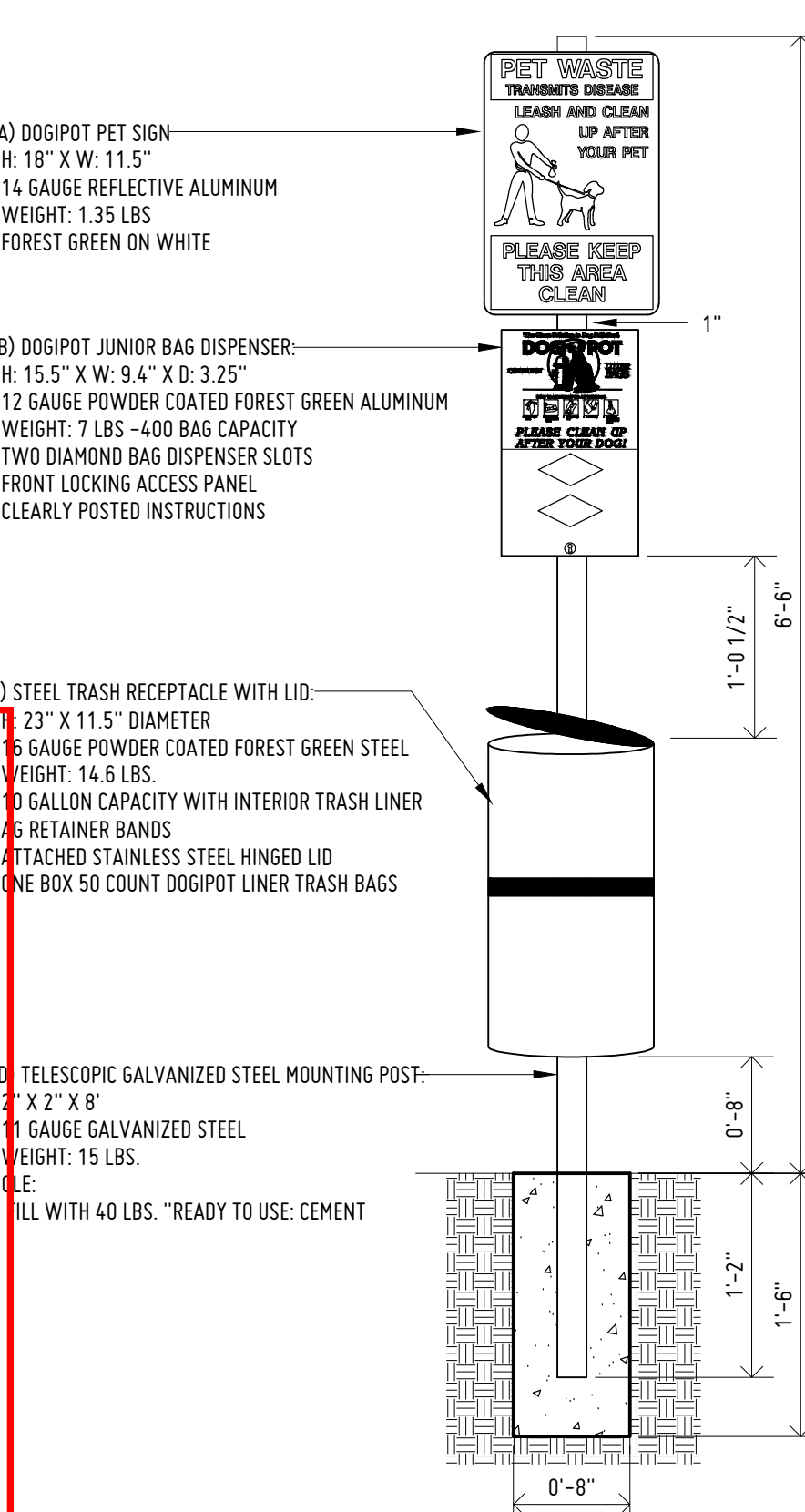
10 | FENCE SECTION

A_092 | --- SCALE: 1/2" = 1' 0"



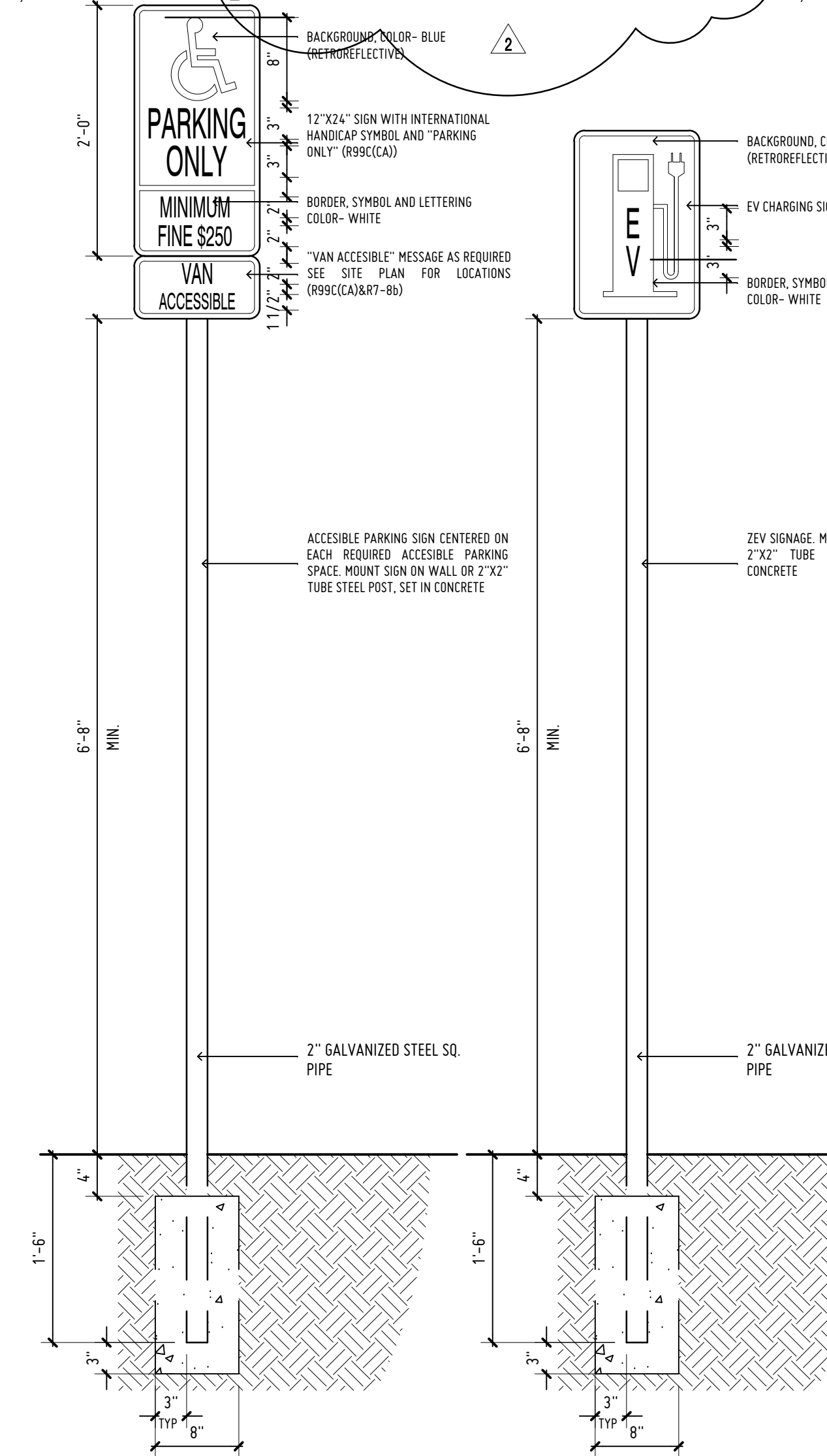
11 | YARDWALL W/ GUARDRAIL SEC

A_092 | --- SCALE: 1/2" = 1' 0"



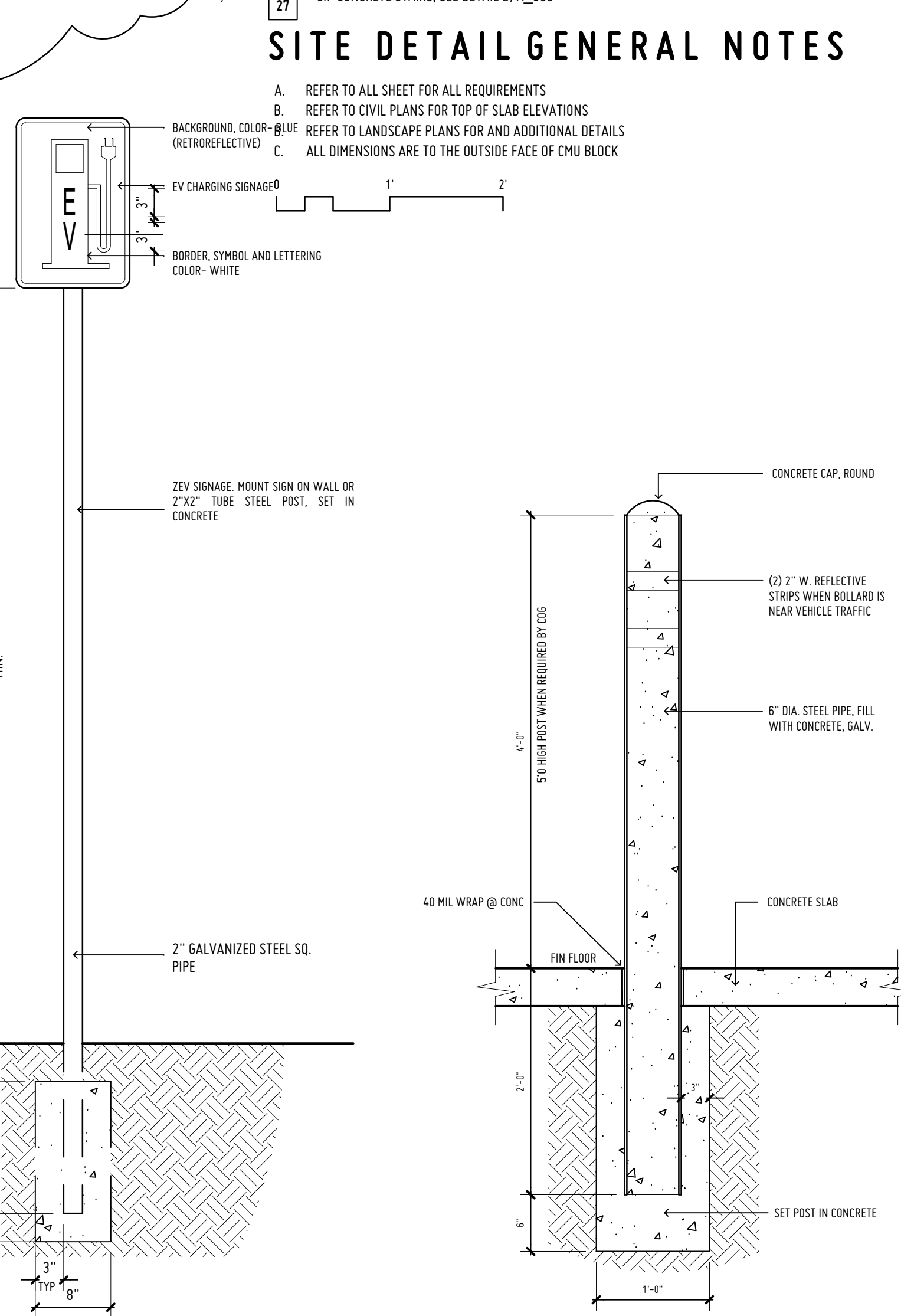
12 | PET STATION SIGNAGE

A_092 | --- SCALE: 1" = 1' 0"



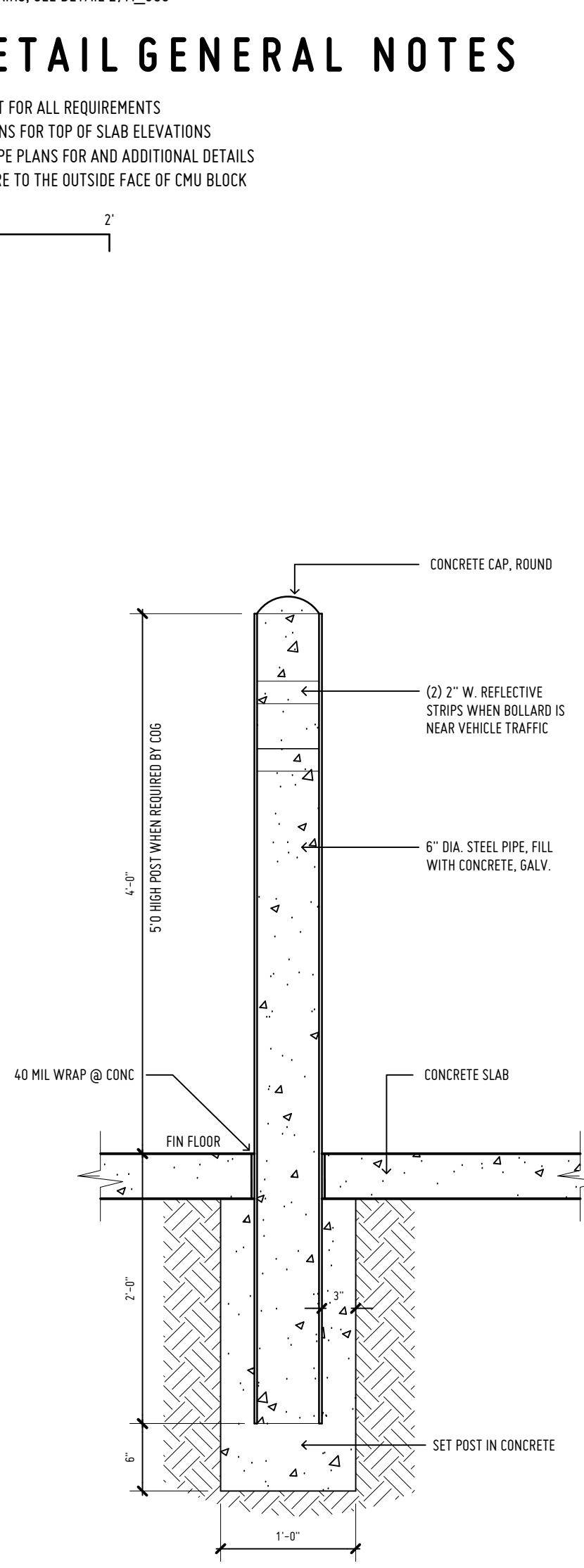
13 | ACC. PARKING SIGN

A_092 | --- SCALE: 1" = 1' 0"



13A | ZEV SIGN

A_092 | --- SCALE: 1" = 1' 0"



14 | BOLLARD DETAIL

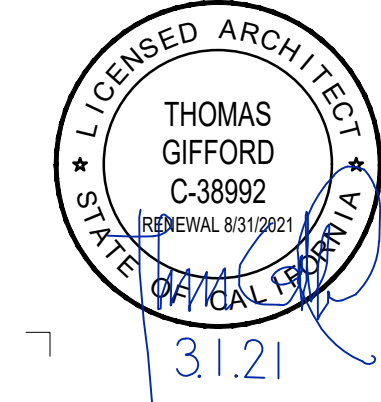
A_092 | --- SCALE: 1" = 1' 0"

SITE DETAIL NOTES

- 26 GA MEGA-RIB, GALVANIZED, MCELROY METAL ROOFING, SLOPE 3/4" / FT MINIMUM
- HHS 3X2 POSTS, GALVANIZED, W/ BASE PLATE, SEE STRUCTURAL
- CEE 8X1.5 16 GAUGE GALVANIZED, SEE STRUCTURAL
- CLOSURE TRIM, 29 GA., GALVANIZED
- RAKE TRIM, 16 GA., GALVANIZED
- FASCIA, GALVANIZED
- COMPOSITE WOOD SIDING, REFER TO DETAILS
- COMPOSITE WOOD SIDING, SCREEN, 6-1/2" GAPS, REFER TO DETAILS
- 8X8X16 CMU BLOCK AND CAP BLOCK, HONED COLOR, SEE STRUCTURAL W/CSL. SI-COAT 530 ANTI-GRAFFITI COATING, ALL EXPOSED SURFACES, SEE DETAIL BA/A_092 FOR WEEP HOLES
- 5" CONCRETE SLAB, CONCRETE FOUNDATION SYSTEM, SEE CIVIL
- METAL GATES-2X2 HHS FRAME W/ 12 GA. SHEET STEEL, GALV. WELD AND GRIND SMOOTH, 4"SQ. HHS JAMBS, (3) HEAVY DUTY BARREL HINGES, THROW BOLT AND CANE BOLT, GALV. IN SLEEVE
- 12 GA SHEET METAL, GALV.
- 8X8X16 CMU BLOCK AND CAP BLOCK, COLOR-HONED BOTH SIDES, SEE STRUCTURAL
- CITY TRASH CONTAINER
- 42" H. GUARD RAIL, COMPOSITE WOOD, SEE DETAIL
- 42" H. GUARD RAIL, MESH, GALV. AT UNIT BALCONY, SEE DETAIL
- 4" CONCRETE SLAB, SLOPE 2%, SEE CIVIL FOR ALL REQUIREMENTS
- FOUNDATION SYSTEM, SEE STRUCTURAL FOR ALL REQUIREMENTS
- BUILDING EXTERIOR WALL
- 1/4" T. X 4" W. STEEL PLATE, GALV. WELD AND GRIND SMOOTH
- CIP CONCRETE STAIRS
- +36" AFF METAL HANDRAIL, GALV. , WELD + GRIND SMOOTH, PAINT
- 4" CONCRETE SLAB, SEE CIVIL FOR ALL REQUIREMENTS
- BENCH
- 4" CONCRETE SLAB, SEE CIVIL AND STRUCTURAL FOR ALL REQUIREMENTS, SLOPE 2% MAX.
- 2" DIA CORED HOLES FOR DRAINAGE
- CIP CONCRETE STAIRS, SEE DETAIL 2/A_093

SITE DETAIL GENERAL NOTES

- REFER TO ALL SHEET FOR ALL REQUIREMENTS
 - REFER TO CIVIL PLANS FOR TOP OF SLAB ELEVATIONS
 - REFER TO LANDSCAPE PLANS FOR AND ADDITIONAL DETAILS
- ALL DIMENSIONS ARE TO THE OUTSIDE FACE OF CMU BLOCK



DATE: 1 MAR 2021
27 SEPT 2021
15 OCT 2022
REVISION: 10.15.22
3.1.21
SHEET TITLE: SITE DETAILS



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Sheri Damon, City Attorney

DATE: March 6, 2025

**SUBJECT: ADOPT A RESOLUTION APPROVING TWO STORM DRAINAGE
EASEMENTS FOR CAMPUS TOWN PROJECT**

RECOMMENDATION

Approve the attached drainage easements between the City of Seaside ("City" or "Grantor") and KB-Bakewell Seaside II, LLC ("Grantee" or "Developer"), for (a) the GJM/Lightfighter East Basin, and (b) the 1st Street/Lightfighter West Temporary Basin.

BACKGROUND

The Developer submitted and received approval of Campus Town Phase 1A Tract improvement plans, specifications, and drawings, prepared by RJA and dated August 2022 (the "Original Improvement Plans"), which Improvement Plans have been approved by the City Engineer and the Marina Coast Water District ("MCWD"). The Original Improvement Plans were amended to include interim intersection improvements for the intersection of General Jim Moore Boulevard (GJM) and Lightfighter (the "Phase 1A Improvement Plans"). Phase 1A Improvement Plans include drainage improvements, described as follows:

GJM/Lightfighter East Basin: Located on the southeast corner of (GJM) and Lightfighter Drive intersection within a portion of Parcel 8 of Campus Town Phase 1 Final Map. The GJM/Lightfighter East Basin improvements were reviewed and approved by the City as part of the amended improvement plans for the GJM/Lightfighter interim intersection improvements. The City is the owner of Parcel 8, requiring an easement between the City and KB-B for the construction and improvement of this drainage improvement. Final acceptance of the GJM/Lightfighter East Basin improvements are subject to the Phase 1A Subdivision Improvement Agreement between the City and KB-B. Attachment 1, "GJM/Lightfighter East Basin Drainage Easement Agreement," has been reviewed by staff and recommends the Council authorize the City Attorney to execute with provision

to make final edits and revisions in substantial conformance.

1st Street/Lightfighter West Temporary Basin: Located on the southwest corner of 1st Street and Lightfighter Drive intersection on a portion of a parcel currently planned to accommodate Firestation #2 and currently owned by the City of Seaside. The 1st Street/Lightfighter West Temporary Basin improvements were reviewed and approved by the City as part of the Original Improvement Plans for Phase 1A. The purpose of 1st Street/Lightfighter West Temporary Basin is to capture drainage from the Army parcels until such time they construct a drainage basin just south of Campus Town Phase 1A. Final acceptance of the 1st Street/Lightfighter West Temporary Basin improvements are subject to the Phase 1A Subdivision Improvement Agreement between the City and KB-B. Upon termination of the 1st Street/Lightfighter West Temporary Basin, the Grantee is obligated to restore the Temporary Drainage Easement Area to its original condition. Attachment 2, "1st Street/Lightfighter West Temporary Drainage Easement Agreement," has been reviewed by staff and recommends the Council authorize the City Attorney to execute with provision to make final edits and revisions in substantial conformance.

FISCAL IMPACT

Net neutral to positive as these improvements are necessary for the Campus Town Phase 1A to proceed to development.+

ATTACHMENTS

1. Resolution 25- XX Phase 1 A easements
2. Exhibit A Drainage Easement_GJM-Lightfighter Parcel 8 Basin Agreement
3. Exhibit B - Drainage Easement_West of 1st Street 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

**APPROVING TWO DRAINAGE EASEMENT AGREEMENTS FOR THE CAMPUS TOWN
PROJECT PHASE 1A**

WHEREAS, KB Bakewell Seaside Ventures II ("Developer") has submitted and received approval for Campus Town Phase 1A Tract improvement plans, specifications, and drawings, prepared by RJA and dated August 2022, which have been approved by the City Engineer and the Marina Coast Water District; and

WHEREAS, the Original Improvement Plans were amended to include interim intersection improvements for the intersection of General Jim Moore Boulevard (GJM) and Lightfighter Drive; and

WHEREAS, the Phase 1A Improvement Plans include two drainage improvements requiring easements:

1. **GJM/Lightfighter East Basin:** Located on the southeast corner of GJM and Lightfighter Drive intersection within a portion of Parcel 8 of Campus Town Phase 1 Final Map, owned by the City of Seaside.
2. **1st Street/Lightfighter West Temporary Basin:** Located on the southwest corner of 1st Street and Lightfighter Drive intersection on a portion of a parcel currently planned to accommodate Firestation #2 and owned by the City of Seaside.

WHEREAS, the City Council has reviewed the proposed drainage easement agreements and finds them to be in the best interest of the City and consistent with the approved Campus Town Project.

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

1. The City Council hereby approves the attached GJM/Lightfighter East Basin Drainage Easement Agreement (Exhibit A) and authorizes the City Attorney to make final edits and revisions in substantial conformance with the exhibit and authorizes the City Manager to execute said document.
2. The City Council hereby approves the 1st Street/Lightfighter West Temporary Drainage Easement Agreement (Exhibit B) and authorizes the City Attorney to make final edits and revisions in substantial conformance with the exhibit and authorizes the City Manager to execute said document.

The City Manager or designee is authorized to take all necessary actions to implement and administer these drainage easement agreements.

This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside, California duly held on the 6th day of March 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

RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF SEASIDE
440 Harcourt Avenue
Seaside, California 93955
Attn: City Engineer

APN(s):

(SPACE ABOVE FOR RECORDER'S USE)
FEE EXEMPT - GOVERNMENT CODE § 27383

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement (the “**Drainage Easement Agreement**”) is entered into this day of **March**, 2025, by and between the City of Seaside, a California municipal corporation (“**Grantor**” or “**City**”) and KB-Bakewell Seaside II, LLC, a Delaware limited liability company (“**Grantee**” or “**Developer**”). Grantor and Grantee may also be referred to individually as a “**Party**” and collectively as the “**Parties**” in this Drainage Easement Agreement.

RECITALS

A. Grantor is the owner of the real property at the southeast corner of General Jim Moore Boulevard and Lightfighter Drive intersection, located in the City of Seaside, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference Parcel "8" of **Tract No. XXX** ("Portion of Parcel 8") and, in its capacity as a public municipal entity, is also the owner of the municipal separate storm water drainage system which runs, in part, through the City of Seaside.

B. Grantee obligations with regard to the Phase 1A Property are further defined in the Development Agreement made by and between the City and Developer, adopted by Resolution No. 20-09 on March 5, 2020, and recorded May 27, 2020 (the “**Development Agreement**”).

C. On March 5, 2020, by Resolution No. 20-11 (“**VTM Resolution**”), the City approved the Vesting Tentative Map for the Campus Town Project (Subdivision Map 1558) (“**Vesting Tentative Map**” or “**VTM**”) subject to the applicable subdivision laws (“**Subdivision Laws**”) and to the City’s applicable standard requirements and conditions of approval (“**Conditions**”), all in accordance with the Development Agreement and contained in the City Council’s Resolution of Approval of the VTM, a copy of which is on file in the Office of the City Clerk, and which is incorporated herein by this reference. The Vesting Tentative Map depicts the Phase 1A Property (the “**Phase 1A Project**”), a portion of Campus Town development plan.

D. Grantee has submitted and received approval of Campus Town Phase 1A **Tract XXXX** improvement plans, specifications, and drawings, prepared by RJA and dated August 2022 (the “**Original Improvement Plans**”), which Improvement Plans have been approved by the City Engineer and the Marina Coast Water District (“**MCWD**”). The Original Improvement Plans were amended to include interim intersection improvements for the intersection of General Jim Moore Boulevard (GJM) and Lightfighter (the “**Phase 1A Improvement Plans**”). The Phase 1A Improvement Plans are on file in the City of Seaside Public Works Department and are incorporated herein by this reference. Said Phase 1A Improvement Plans, and related specifications in accordance with the Subdivision Laws and Conditions, as applicable, as

subsequently may be modified by the mutual written agreement of the Parties, are hereby referred to as the **“Improvement Plans”** and are incorporated herein by this reference. Any improvement, monumentation, grading, or land development work to be constructed pursuant to the Improvement Plans and dedicated to the City (excluding any improvement, monumentation, grading, or land development work to be constructed pursuant to the Improvement Plans and dedicated to MCWD pursuant to that certain Water, Sewer, and Recycled Water Infrastructure Agreement for Campus Town Phase 1A, by and between Developer and MCWD, approved on July 18, 2022, by MCWD Resolution 2022-37 (**“MCWD Agreement”**)) is hereby referred to individually as an **“Improvement”** and collectively as the **“Improvements”**. The construction, installation, and completion of the Improvements and all labor and materials furnished in connection therewith are hereinafter referred to collectively as the **“Work.”**

E. Grantee obligations with regard to the Phase 1A Property Improvements are subject to Subdivision Improvement Agreement entered into **March XX, XXXX**, between the Developer and the City, and recorded **March XX, XXXX** (the **“Subdivision Improvement Agreement”**).

F. Grantee intends to improve existing Storm Drain system within Grantor’s property and along with common areas and improvements more particularly described in Exhibit "B" attached hereto and incorporated herein by reference Drainage Improvements (the **“Drainage Improvements”**), along with the easement proposed herein, shall be operated and maintained by the City.

AGREEMENT

NOW, THEREFORE, the Parties acknowledge that the recitals are true and correct, and incorporate those recitals by reference into this Drainage Easement Agreement hereto agree as follows:

1. GRANT OF EASEMENT

1.1 *Drainage Easement; Drainage Easement Area.* Subject to the use restrictions set forth in Section 2 of this Drainage Easement Agreement, Grantor grants to Grantee, and Grantee accepts from Grantor, a non-exclusive, drainage easement for the benefit of Phase 1A Project over, under, along and across a Portion of Parcel 8, including a right of ingress and egress, as more particularly describe in Exhibit “A” and Exhibit “B” attached hereto and incorporated by reference (the **“Drainage Easement Area”**), which interest shall include the following rights:

1.2 *Surface Drainage.* The right to drain any and all surface water from the Property over, along and across the Drainage Easement Area to the basin within Portion of Parcel 8 and until such time as the Grantee completes construction of the Storm Drain.

1.3 *Construction of Laterals.* Commencing upon construction of the Storm Drain laterals within Portion of Parcel 8 and adjacent public rights of way, the Grantor grants Grantee the right to (a) construct, maintain, use, and operate the Laterals within the Drainage Easement Area and to connect the Laterals to the storm drain; and (b) drain any and all surface water from the Campus Town development plan through the Laterals within the Drainage Easement Area to the storm drain within Portion of Parcel 8. The rights contained in this Subsection 1.2 shall only become effective at such time, if ever, that Grantor receives all necessary approvals to commence construction of the storm drain within Portion of Parcel 8 and commences construction thereof.

1.4 *Disclaimer.* Grantee expressly disclaims any right, title, or interest in any Portion of Parcel 8, except as is expressly granted herein. Grantee expressly disclaims any expansion of the Drainage Easement Area or use for the Drainage Easement Area beyond what is expressly set forth herein, regardless of any future increase or expansion of use of the Property or change in use.

2. USE RESTRICTIONS

2.1 Compliance. Grantee understands and expressly acknowledges that the rights hereunder are expressly made subject to and contingent upon Grantees compliance with the requirements of the Campus Town Phase 1A Project and adjacent natural topography and access trails.

2.2 Maintenance. Grantee shall maintain in accordance with Phase 1A Project Subdivision Improvement Agreement, Section 3, Duty to Maintain Improvements.

2.3 No Representation or Warranty. This Drainage Easement Agreement does not address or alter any building or planning approval and permit process of the City. Grantee must abide by the City's regular procedure and schedule for permit and land use approvals. Grantee understands and agrees that City is not making any representation, warranty, or promise regarding any permit or land use approval. At all times City retains its right and obligation under the law to make land use and other decisions in its independent governmental capacity, considering the requirements of federal, state and local law, and the best interests of the City.

2.4 No Restriction on City's Use. Nothing in this Agreement prevents City from construction, repair, alteration, or modification of any portion of Parcel 8, or the Drainage Easement Area, or improvements located thereon.

2.5 City Access to Drainage Easement Area. Grantee agrees that City, its employees, officers and agents, are authorized to enter in, under and upon the Drainage Easement Area. Nothing in this Agreement shall limit the City's right to access the Drainage Easement Area at any time for its own purposes and reasons, which purposes and reasons are separate from the activities or Improvements authorized under this Agreement.

3. TERM AND TERMINATION.

3.1 Term. This Drainage Easement Agreement shall commence upon the date of its recording in the Official Records and shall perpetually and continuously remain in effect unless sooner terminated or extinguished by (a) written agreement, (b) default as set forth herein, or (c) abandonment for a period of no less than six months.

3.2 Termination. This Drainage Easement Agreement, in addition to any other remedies which may be pursued in law or in equity, may be terminated, along with any rights granted herein, by either Party upon a default of any material covenant, condition, or term herein by the other Party, which default is not cured as set forth below or by abandonment of the Drainage Easement or merger of the Property.

3.3 Default. In the event there is a default by either party with respect to any of the provisions of this Drainage Easement Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have forty eight (48) hours to cure a default arising from an emergency or dangerous condition pursuant to Section 2.2 of this Agreement and thirty (30) days in which to cure any other default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure of a default is such that it reasonably requires more time that set forth herein and the defaulting party commences the cure within the time required and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any

remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this Paragraph.

3.4 *Forfeiture and Reversion of Interest.* In the event of termination of this Agreement, Grantee, and its successors and assigns forfeit all right, title, and interest in the Drainage Easements and such right, title, and interests shall revert back to the City.

4. COVENANTS RUN WITH LAND; EQUITABLE SERVITUDE

4.1 *Covenants Running with the Land.* The provisions of this Drainage Easement Agreement shall constitute covenants running with the land pursuant to applicable law, including California Civil Code Section 1468. Each covenant to do or refrain from doing some act hereunder shall run with the Parcel 8 and Campus Town development plan, shall be binding upon all persons having or acquiring any interest in Parcel 8, the Property or any part thereof, shall inure to the benefit of and burden the Property, and any interest therein, and shall inure to the benefit of, be binding upon, and may be enforced by the Grantor, and their successive owners and assigns.

4.2 *Effect of Drainage Easement Agreement; Equitable Servitudes.* Except as otherwise expressly provided herein, no rights or privileges conferred upon the Parties by this Drainage Easement Agreement shall inure to the benefit of any person or entity other than Grantor, Grantee, or their respective successors and assigns nor shall any other person or entity be deemed to be a third-party beneficiary of this Drainage

4.3 *Easement Agreement.* Each and all of the restrictions, covenants, and easements of this Drainage Easement Agreement (i) shall constitute equitable servitudes which shall apply to and be binding on the Parties hereto and each and all of their respective successors and assigns; and (ii) are imposed for the improvement and use of the land affected hereby and are designed for the mutual benefit of the Parties.

5. INDEMNIFICATION

5.1 Neither the Grantor, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the construction, installation or maintenance of the Improvements by Grantee, its officers, employees and agents. Grantee shall indemnify, hold harmless and defend the Grantor, its officers, agents, and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees (collectively "**Claims**"), arising directly or indirectly out of or attributable to Grantee's acts or failure to act with regard to the construction, or installation of the Improvements by Grantee.

5.2 Grantee's obligations under this Section 5 are not conditioned or dependent upon whether the Grantee, or its officers, agents, and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the subdivision of the Phase 1A Property or the Improvements, or has insurance or other indemnification covering any of these matters.

5.3 Grantee's obligation to indemnify, hold harmless and defend the Grantor shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Subdivision, and the Improvements required herein, and shall likewise extend to Claims asserted by adjacent property owners based upon the diversion of waters caused by the Grantee's design or construction of public drainage systems, streets, and other public facilities or improvements. Except for a Grantor's

Directive as defined below, the Grantor's acceptance of the Improvements shall not constitute an assumption by the Grantor of any responsibility or liability for any damage or alleged taking of property referenced herein. Grantor shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Grantee, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "**City Directive**"). Developer's indemnity obligations hereunder shall remain in effect until City acceptance of the respective Improvement(s) by the City Council. Grantee acknowledges and agrees that, until City's acceptance of the Improvements, Grantee shall be responsible and liable for the design and construction of the Improvements and other Work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any Work or construction of Improvements, unless same is due to a City Directive.

5.4 Grantor shall pay and satisfy any judgment, award or decree that may be rendered against Grantor, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "**Grantor and Grantor Personnel**") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided Grantor gives Grantee prompt written notice of such claim and allows Grantee to undertake the defense thereof.

5.5 Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantor and Grantee Personnel.

5.6 Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against Grantor and Grantor Personnel to the extent of the indemnity above provided.

5.7 Notwithstanding anything else to the contrary, Grantee's defense and indemnification requirements under this Section 5 shall not apply to any Claim arising from or related to: (a) the gross negligence or willful misconduct of Grantor and Grantor Personnel; or (b) any breach of this Agreement, the Development Agreement, or the PSA by Grantor and Grantor Personnel.

6. MISCELLANEOUS

6.1 *Notices.* Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if: (a) personally delivered; (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of City and Developer indicated below, provided that a receipt for delivery is provided; or (c) if dispatched by certified first class mail, postage prepaid and return receipt requested, to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either Party may from time-to-time designate by next day delivery or by mail as provided in this Section.

City: CITY OF SEASIDE
440 Harcourt Avenue
Seaside, CA 93955
Attention: City Engineer

Developer: KB BAKEWELL SEASIDE VENTURE II, LLC
c/o KB Home South Bay

5000 Executive Parkway, Suite 125
San Ramon, CA 94583
Attn: Vice President and Regional Counsel

Notices personally delivered shall be deemed to have been received upon delivery. Notices delivered by overnight courier service as provided above shall be deemed to have been received twenty-four (24) hours after the date of deposit. Notices delivered by deposit in the United States mail as provided above shall be deemed to have been given and received on the first to occur of (i) actual receipt by the addresses designated above as the Party to whom notices are to be sent, or (ii) five (5) business days after the date of deposit as provided above.

6.2 Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

6.3 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the Parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

6.4 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California.

6.5 Authority. Each Party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation, or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

[Signatures continued on next page]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

CITY:

CITY OF SEASIDE, a California Municipal Corporation

By:_____

_____, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Sheri Damon, City Attorney

NOTE: Signature shall be notarized.

[Signatures continued on next page]

DEVELOPER:

KB-BAKEWELL SEASIDE VENTURE II, LLC,

a Delaware limited liability company

By: _____

Name: _____

Title: _____

NOTE: Signature shall be notarized.

ACKNOWLEDGEMENTS

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 _____)

On _____, 2023 before me, _____

(Insert name and title of officer)

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 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the 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.

_____(SEAL)

Notary Public

ACKNOWLEDGEMENTS

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 _____)

On _____, 2023 before me, _____

(Insert name and title of officer)

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 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

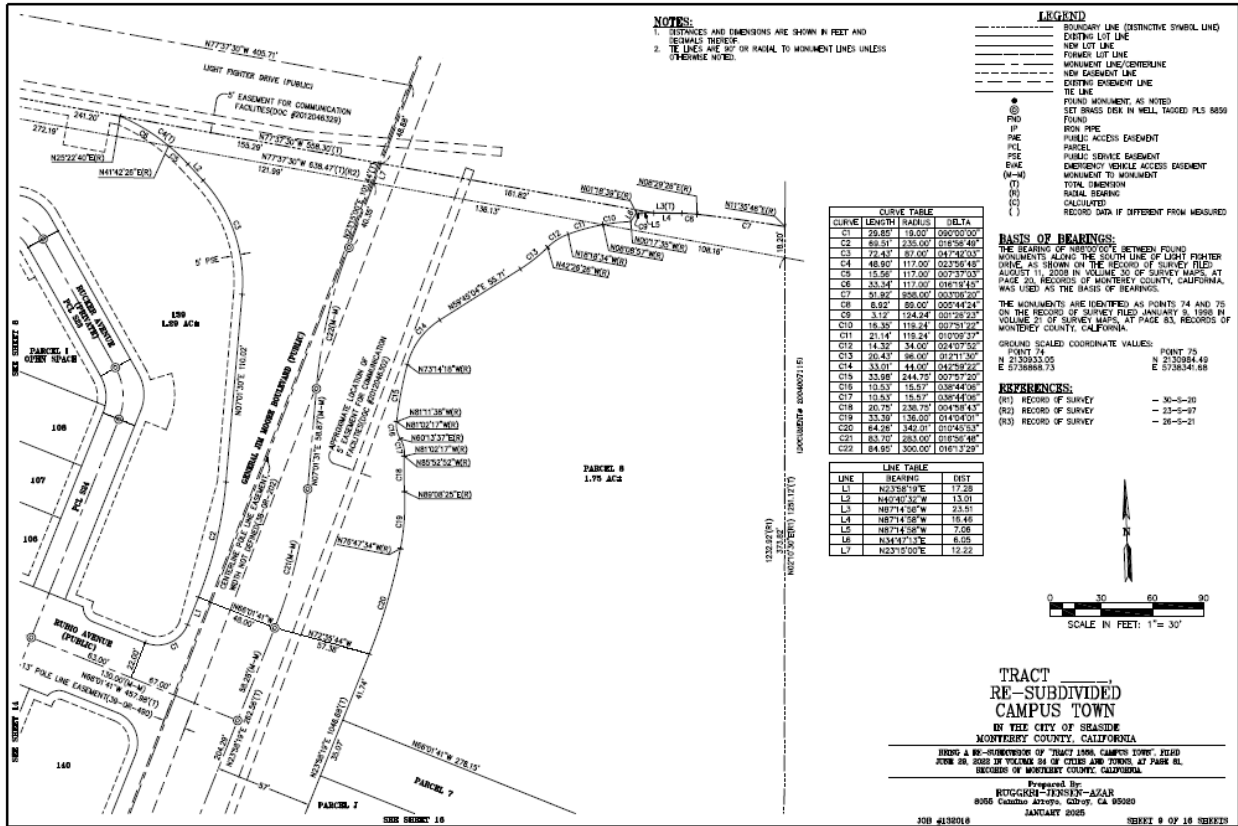
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____(SEAL)

Notary Public

EXHIBIT A
PARCEL "8" OF TRACT NO. XXX



DRAINAGE IMPROVEMENTS



RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF SEASIDE
440 Harcourt Avenue
Seaside, California 93955
Attn: City Engineer

APN(s):

(SPACE ABOVE FOR RECORDER'S USE)
FEE EXEMPT - GOVERNMENT CODE § 27383

TEMPORARY DRAINAGE EASEMENT AGREEMENT

This Temporary Drainage Easement Agreement (the “**Temporary Drainage Easement Agreement**”) is entered into this day of **March**, 2025, by and between the City of Seaside, a California municipal corporation (“**Grantor**” or “**City**”) and KB-Bakewell Seaside II, LLC, a Delaware limited liability company (“**Grantee**” or “**Developer**”). Grantor and Grantee may also be referred to individually as a “**Party**” and collectively as the “**Parties**” in this Temporary Drainage Easement Agreement.

RECITALS

A. Grantor is the owner of the real property at the south west corner of 1st Street and Lightfighter Drive intersection, located in the City of Seaside, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference Parcel 1 as part of economic development conveyance of Seaside 1B (portion of “Parcel 1”) and, in its capacity as a public municipal entity, is also the owner of the municipal separate storm water drainage system which runs, in part, through the City of Seaside.

B. Grantee obligations with regard to the Phase 1A Property are further defined in the Development Agreement made by and between the City and Developer, adopted by Resolution No. 20-09 on March 5, 2020, and recorded May 27, 2020 (the “**Development Agreement**”).

C. On March 5, 2020, by Resolution No. 20-11 (“**VTM Resolution**”), the City approved the Vesting Tentative Map for the Campus Town Project (Subdivision Map 1558) (“**Vesting Tentative Map**” or “**VTM**”) subject to the applicable subdivision laws (“**Subdivision Laws**”) and to the City’s applicable standard requirements and conditions of approval (“**Conditions**”), all in accordance with the Development Agreement and contained in the City Council’s Resolution of Approval of the VTM, a copy of which is on file in the Office of the City Clerk, and which is incorporated herein by this reference. The Vesting Tentative Map depicts the Phase 1A Property (the “**Phase 1A Project**”), a portion of Campus Town development plan.

D. Grantee has submitted and received approval of Campus Town Phase 1A Tract XXXX improvement plans, specifications, and drawings, prepared by RJA and dated August 2022 (the “**Original Improvement Plans**”), which Improvement Plans have been approved by the City Engineer and the Marina Coast Water District (“**MCWD**”). The Original Improvement Plans were amended to include interim intersection improvements for the intersection of General Jim Moore Boulevard (GJM) and Lightfighter (the “**Phase 1A Improvement Plans**”). The Phase 1A Improvement Plans are on file in the City of Seaside Public Works Department and are incorporated herein by this reference. Said Phase 1A Improvement Plans,

and related specifications in accordance with the Subdivision Laws and Conditions, as applicable, as subsequently may be modified by the mutual written agreement of the Parties, are hereby referred to as the “**Improvement Plans**” and are incorporated herein by this reference. Any improvement, monumentation, grading, or land development work to be constructed pursuant to the Improvement Plans and dedicated to the City (excluding any improvement, monumentation, grading, or land development work to be constructed pursuant to the Improvement Plans and dedicated to MCWD pursuant to that certain Water, Sewer, and Recycled Water Infrastructure Agreement for Campus Town Phase 1A, by and between Developer and MCWD, approved on July 18, 2022, by MCWD Resolution 2022-37 (“**MCWD Agreement**”)) is hereby referred to individually as an “**Improvement**” and collectively as the “**Improvements**”. The construction, installation, and completion of the Improvements and all labor and materials furnished in connection therewith are hereinafter referred to collectively as the “**Work**.”

E. Grantee obligations with regard to the Phase 1A Property Improvements are subject to Subdivision Improvement Agreement entered into **March XX, XXXX**, between the Developer and the City, and recorded **March XX, XXXX** (the “**Subdivision Improvement Agreement**”).

F. Grantee intends to improve existing Storm Drain system within Grantor’s property and along with common areas and improvements more particularly described in Exhibit "B" attached hereto and incorporated herein by reference Temporary Drainage Improvements (the “**Temporary Drainage Improvements**”), along with the easement proposed herein, shall be operated and maintained by the City.

AGREEMENT

NOW, THEREFORE, the Parties acknowledge that the recitals are true and correct, and incorporate those recitals by reference into this Temporary Drainage Easement Agreement hereto agree as follows:

1. GRANT OF EASEMENT

1.1 Temporary Drainage Easement; Temporary Drainage Easement Area. Subject to the use restrictions set forth in Section 2 of this Temporary Drainage Easement Agreement, Grantor grants to Grantee, and Grantee accepts from Grantor, a non-exclusive, drainage easement for the benefit of Phase 1A Project over, under, along and across a Portion of Parcel 1, including a right of ingress and egress, as more particularly describe in **Exhibit “A”** and **Exhibit “B”** attached hereto and incorporated by reference (the “**Temporary Drainage Easement Area**”), which interest shall include the following rights:

1.2 Surface Drainage. The right to drain any and all surface water from the Property over, along and across the Temporary Drainage Easement Area to the basin within Portion of Parcel 1 and until such time as the Grantee completes construction of the Storm Drain.

1.3 Construction of Laterals. Commencing upon construction of the Storm Drain laterals within Portion of Parcel 1 and adjacent public rights of way, the Grantor grants Grantee the right to (a) construct, maintain, use, and operate the Laterals within the Temporary Drainage Easement Area and to connect the Laterals to the storm drain; and (b) drain any and all surface water from the Campus Town development plan and adjacent properties through the Laterals within the Temporary Drainage Easement Area to the storm drain within Portion of Parcel 1. The rights contained in this Subsection 1.2 shall only become effective at such time, if ever, that Grantor receives all necessary approvals to commence construction of the storm drain within Portion of Parcel 1 and commences construction thereof.

1.4 Disclaimer. Grantee expressly disclaims any right, title, or interest in any Portion of Parcel 1, except as is expressly granted herein. Grantee expressly disclaims any expansion of the Temporary

Drainage Easement Area or use for the Temporary Drainage Easement Area beyond what is expressly set forth herein, regardless of any future increase or expansion of use of the Property or change in use.

1.5 Restoration. Grantee is obligated to restore the Temporary Drainage Easement Area to its original condition upon termination of this agreement per Section 3 of this Agreement.

2. USE RESTRICTIONS

2.1 Compliance. Grantee understands and expressly acknowledges that the rights hereunder are expressly made subject to and contingent upon Grantees compliance with the requirements of the Campus Town Phase 1A Project and adjacent natural topography and access trails.

2.2 Maintenance. Grantee shall maintain in accordance with Phase 1A Project Subdivision Improvement Agreement, Section 3, Duty to Maintain Improvements.

2.3 No Representation or Warranty. This Temporary Drainage Easement Agreement does not address or alter any building or planning approval and permit process of the City. Grantee must abide by the City's regular procedure and schedule for permit and land use approvals. Grantee understands and agrees that City is not making any representation, warranty, or promise regarding any permit or land use approval. At all times City retains its right and obligation under the law to make land use and other decisions in its independent governmental capacity, considering the requirements of federal, state and local law, and the best interests of the City.

2.4 No Restriction on City's Use. Nothing in this Agreement prevents City from construction, repair, alteration, or modification of any portion of Parcel 1, or the Temporary Drainage Easement Area, or improvements located thereon.

2.5 City Access to Temporary Drainage Easement Area. Grantee agrees that City, its employees, officers and agents, are authorized to enter in, under and upon the Temporary Drainage Easement Area. Nothing in this Agreement shall limit the City's right to access the Temporary Drainage Easement Area at any time for its own purposes and reasons, which purposes and reasons are separate from the activities or Improvements authorized under this Agreement.

3. TERM AND TERMINATION.

3.1 Term. This Temporary Drainage Easement Agreement shall commence upon the date of its recording in the Official Records and shall perpetually and continuously remain in effect unless sooner terminated or extinguished by (a) written agreement, (b) default as set forth herein, or (c) abandonment for a period of no less than six months.

3.2 Termination. This Temporary Drainage Easement Agreement, in addition to any other remedies which may be pursued in law or in equity, may be terminated, along with any rights granted herein, by either Party by mutual agreement of the Parties, or upon a default of any material covenant, condition, or term herein by the other Party, which default is not cured as set forth below or by abandonment of the Temporary Drainage Easement or merger of the Property.

3.3 Default. In the event there is a default by either party with respect to any of the provisions of this Temporary Drainage Easement Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have forty eight (48) hours to cure a default arising from an emergency or dangerous condition pursuant to Section 2.2 of this Agreement and thirty (30) days in which to cure any other default, provided

the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure of a default is such that it reasonably requires more time that set forth herein and the defaulting party commences the cure within the time required and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this Paragraph.

3.4 Forfeiture and Reversion of Interest. In the event of termination of this Agreement, Grantee, and its successors and assigns forfeit all right, title, and interest in the Temporary Drainage Easements and such right, title, and interests shall revert back to the City.

4. COVENANTS RUN WITH LAND; EQUITABLE SERVITUDE

4.1 Covenants Running with the Land. The provisions of this Temporary Drainage Easement Agreement shall constitute covenants running with the land pursuant to applicable law, including California Civil Code Section 1468. Each covenant to do or refrain from doing some act hereunder shall run with the Parcel 8 and Campus Town development plan, shall be binding upon all persons having or acquiring any interest in Parcel 8, the Property or any part thereof, shall inure to the benefit of and burden the Property, and any interest therein, and shall inure to the benefit of, be binding upon, and may be enforced by the Grantor, and their successive owners and assigns.

4.2 Effect of Temporary Drainage Easement Agreement; Equitable Servitudes. Except as otherwise expressly provided herein, no rights or privileges conferred upon the Parties by this Temporary Drainage Easement Agreement shall inure to the benefit of any person or entity other than Grantor, Grantee, or their respective successors and assigns nor shall any other person or entity be deemed to be a third-party beneficiary of this drainage.

4.3 Easement Agreement. Each and all of the restrictions, covenants, and easements of this Temporary Drainage Easement Agreement (i) shall constitute equitable servitudes which shall apply to and be binding on the Parties hereto and each and all of their respective successors and assigns; and (ii) are imposed for the improvement and use of the land affected hereby and are designed for the mutual benefit of the Parties.

5. INDEMNIFICATION

5.1 Neither the Grantor, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the construction, installation or maintenance of the Improvements by Grantee, its officers, employees and agents. Grantee shall indemnify, hold harmless and defend the Grantor, its officers, agents, and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees (collectively "**Claims**"), arising directly or indirectly out of or attributable to Grantee's acts or failure to act with regard to the construction, or installation of the Improvements by Grantee.

5.2 Grantee's obligations under this Section 5 are not conditioned or dependent upon whether the Grantee, or its officers, agents, and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the subdivision of the Phase 1A Property or the Improvements, or has insurance or other indemnification covering any of these matters.

5.3 Grantee's obligation to indemnify, hold harmless and defend the Grantor shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Subdivision, and the Improvements required herein, and shall likewise extend to Claims asserted by adjacent property owners based upon the diversion of waters caused by the Grantee's design or construction of public drainage systems, streets, and other public facilities or improvements. Except for a Grantor's Directive as defined below, the Grantor's acceptance of the Improvements shall not constitute an assumption by the Grantor of any responsibility or liability for any damage or alleged taking of property referenced herein. Grantor shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Grantee, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "**City Directive**"). Developer's indemnity obligations hereunder shall remain in effect until City acceptance of the respective Improvement(s) by the City Council. Grantee acknowledges and agrees that, until City's acceptance of the Improvements, Grantee shall be responsible and liable for the design and construction of the Improvements and other Work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any Work or construction of Improvements, unless same is due to a City Directive.

5.4 Grantor shall pay and satisfy any judgment, award or decree that may be rendered against Grantor, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "**Grantor and Grantor Personnel**") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided Grantor gives Grantee prompt written notice of such claim and allows Grantee to undertake the defense thereof.

5.5 Grantee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Grantor and Grantee Personnel.

5.6 Grantee, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against Grantor and Grantor Personnel to the extent of the indemnity above provided.

5.7 Notwithstanding anything else to the contrary, Grantee's defense and indemnification requirements under this Section 5 shall not apply to any Claim arising from or related to: (a) the gross negligence or willful misconduct of Grantor and Grantor Personnel; or (b) any breach of this Agreement, the Development Agreement, or the PSA by Grantor and Grantor Personnel.

6. MISCELLANEOUS

6.1 Notices. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if: (a) personally delivered; (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of City and Developer indicated below, provided that a receipt for delivery is provided; or (c) if dispatched by certified first class mail, postage prepaid and return receipt requested, to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either Party may from time-to-time designate by next day delivery or by mail as provided in this Section.

City: CITY OF SEASIDE
440 Harcourt Avenue

Seaside, CA 93955
Attention: City Engineer

Developer: KB BAKEWELL SEASIDE VENTURE II, LLC
c/o KB Home South Bay
5000 Executive Parkway, Suite 125
San Ramon, CA 94583
Attn: Vice President and Regional Counsel

Notices personally delivered shall be deemed to have been received upon delivery. Notices delivered by overnight courier service as provided above shall be deemed to have been received twenty-four (24) hours after the date of deposit. Notices delivered by deposit in the United States mail as provided above shall be deemed to have been given and received on the first to occur of (i) actual receipt by the addresses designated above as the Party to whom notices are to be sent, or (ii) five (5) business days after the date of deposit as provided above.

6.2 Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

6.3 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the Parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

6.4 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California.

6.5 Authority. Each Party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation, or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

[Signatures continued on next page]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

CITY:

CITY OF SEASIDE, a California Municipal Corporation

By: _____

_____, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Sheri Damon, City Attorney

NOTE: Signature shall be notarized.

[Signatures continued on next page]

DEVELOPER:

KB-BAKEWELL SEASIDE VENTURE II, LLC,

a Delaware limited liability company

By: _____

Name: _____

Title: _____

NOTE: Signature shall be notarized.

ACKNOWLEDGEMENTS

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 _____)

On _____, 2023 before me, _____

(Insert name and title of officer)

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 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the 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.

_____(SEAL)

Notary Public

ACKNOWLEDGEMENTS

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 _____)

On _____, 2023 before me, _____

(Insert name and title of officer)

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 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the 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.

_____(SEAL)

Notary Public

PARCEL 1

OF ECONOMIC DEVELOPMENT CONVEYANCE “SEASIDE 1B”

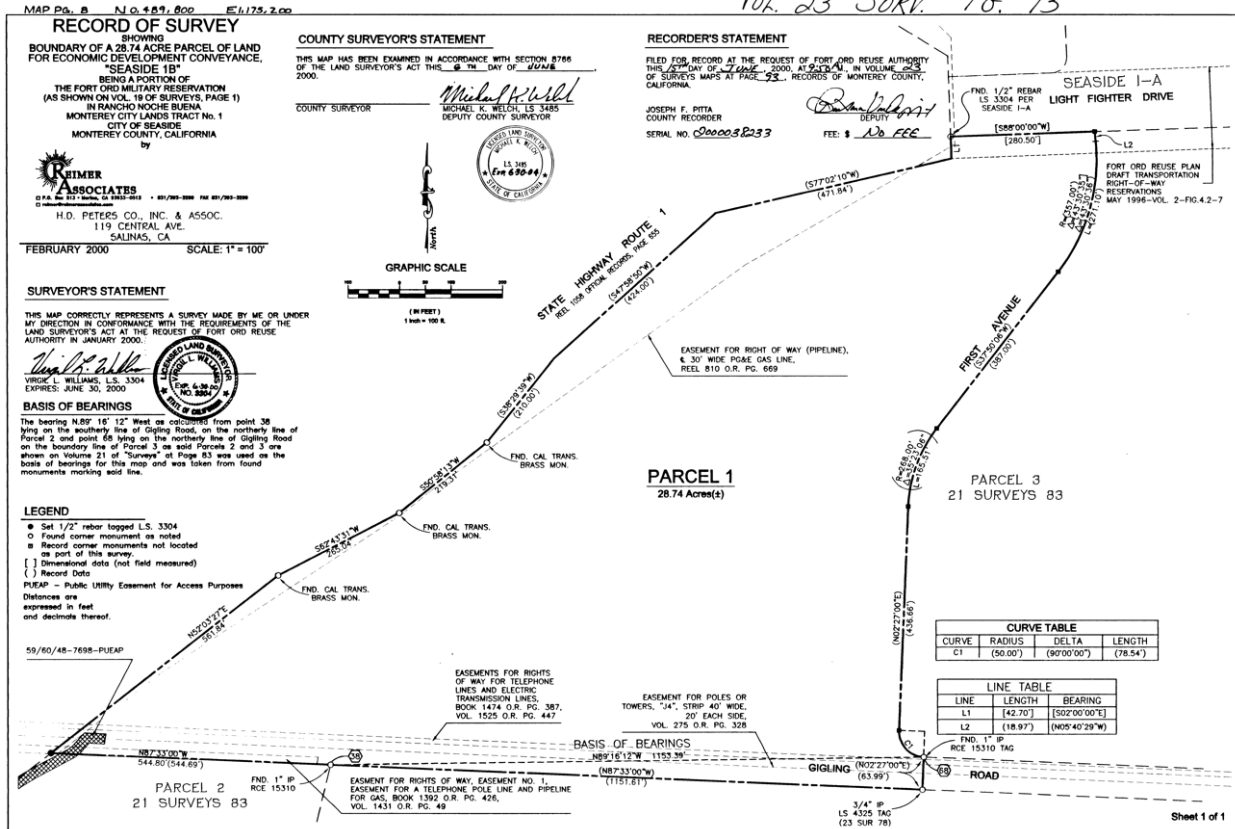
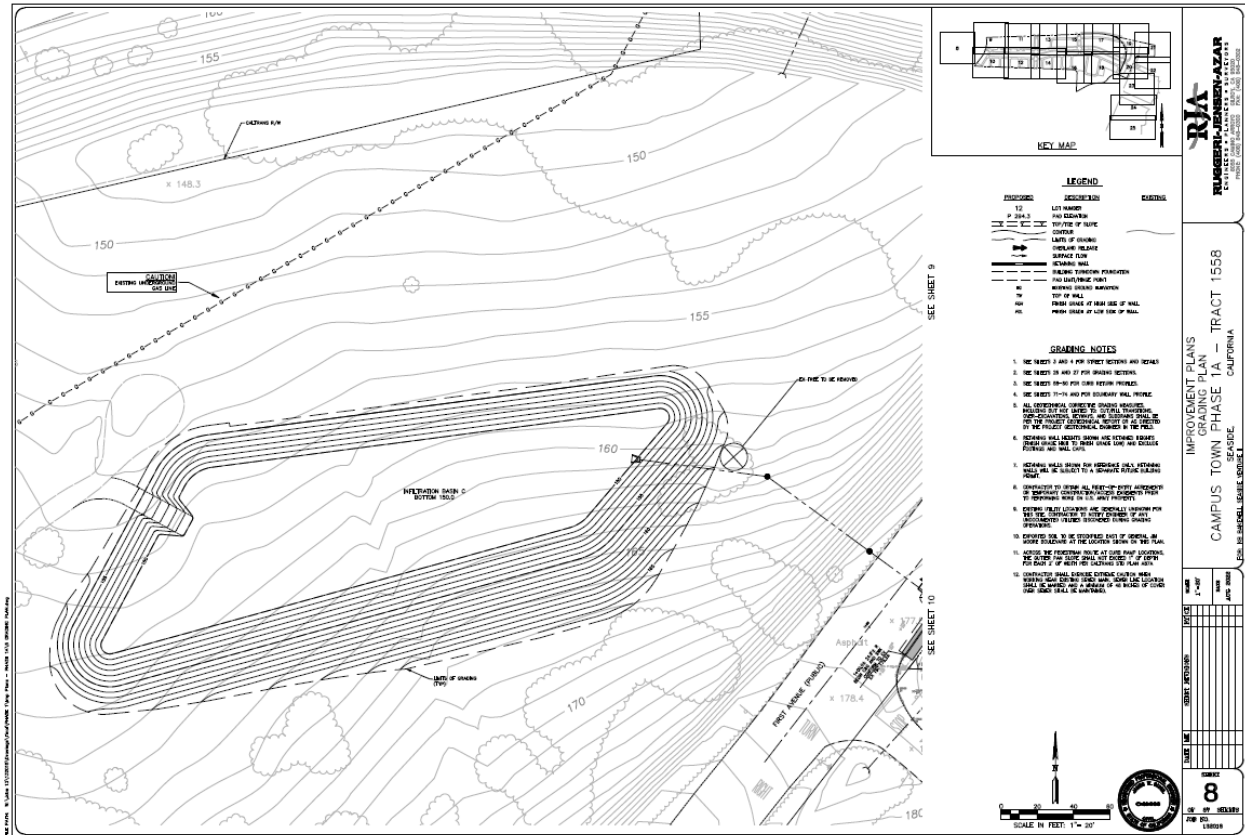


EXHIBIT B

TEMPORARY DRAINAGE IMPROVEMENTS





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: March 6, 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) (SECOND READING, ROLL CALL VOTE)

RECOMMENDATION

Conduct the second reading and adopt the ordinance.

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 first reading, conducted on February 6, 2025, resulted in a motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola to adopt the changes with the following amendments:

Chapter 2.14.230 Compatibility of office. An appointed commissioner will automatically be placed on an excused leave of absence when they become a qualified candidate for the office of city council until the time that the general election is certified by the city council.

2.14.xxx Filling of vacancies. An appointed commissioner will automatically be placed on an excused leave of absence when they become a qualified candidate for the office of city council until the time that the general election is certified by the city council. **Note regarding the amended agenda:** This change was not applied to all commissions, and was corrected and noted on the amended agenda that was published on Monday, March 3, 2025 prior to 5:00 p.m.

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. 2.02 Exhibit A - Proposed Title 2 changes-redline (1)
3. 2.04 Exhibit A - Proposed Title 2 changes-redline (1)-2
4. 2.06 Exhibit A - Proposed Title 2 changes-redline (1)-3
5. 2.14 Exhibit A - Proposed Title 2 changes-redline (1)

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)

–

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 Compatibility of Offices

An appointed commissioner will automatically be ~~removed~~ placed on an excused leave of absence when they become a qualified candidate for the office of city council until the time that the general election is certified by adoption of a resolution by the city council. ~~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 Creation~~ed~~.

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 office~~appointment 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.

~~Non~~Voting members of the commission shall be persons selected for their business knowledge and interest in economic development issues. ~~three~~Four 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~~ CJOBS 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 investigates 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 Environmental Commission 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~~ homeless commission ~~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 ObjectivesMeetings.

~~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 d Duties.</u>
2.24.031	<u>Staff support.</u>
2.24.040	<u>Objectives Meetings.</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)

the NIC chairperson must have served on the commission for a minimum of one year

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 dDuties.
- 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 Parks and Recreation Commission ~~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 dDuties.

~~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: Sheri Damon, City Attorney

DATE: March 6, 2025

SUBJECT: APPROVE FIVE-YEAR LEASE AGREEMENT WITH FRIENDS OF SEASIDE PARKS (FOSPA) AND THE CITY OF SEASIDE FOR A PORTION OF CAPRA PARK

RECOMMENDATION

Approve lease with the FOSPA for the purposes of developing, maintaining and caring for community garden area and authorize the City Manager to take all other actions to implement the agreement.

BACKGROUND

The Friends of Seaside Parks Association (FOSPA) is a volunteer-led non-profit organization (501(c)(3)) that supports the development and maintenance of parks and open green spaces in the [City of Seaside, California](#). Volunteers create habitat for native plants, trees, pollinators, and wildlife, and foster a sense of community and civic pride in the cleanliness, safety, health and beauty of the city parks & neighborhoods.

Currently, FOSAPA has nine (9) City parks in the FOSPA rotation and regularly 20-30 volunteers participate in park workdays on Saturdays. Capra and Havana-Soliz are the only urban agricultural sites, with Havana Soliz having benefited from Blue Zones funded improvements.

In May of 2024, FOSPA approached the City regarding a funding opportunity from the Natural Resource Conservation Service that would support the community food garden at Capra Park. The specific program that FOSPA is applying for is called a "Conservation Stewardship Program" (CSP). The CSP program requires that the project proponent (FOSPA) control, via simple lease, the property upon which the program would be placed. FOSPA is seeking grant funding at the rate of \$4,000 per year for a minimum of five years. They are seeking a five-year lease from the City.

Capra Park was selected as the test case for this funding program, which if successful could potentially be expanded to Havana Soliz. This lease is a first step in satisfying the requirements for application of the CSP grant program.

FISCAL IMPACT

Beneficial, as the FOSPA will be improving portions of CAPRA Park.

ATTACHMENTS

1. Resolution 25- XX Capra Park Lease
 2. Exhibit A - Draft Lease Agreement-CAPRA
 3. Exhibit to Lease - CapraMap_2
-

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 LEASE AGREEMENT WITH FRIENDS OF SEASIDE PARKS
ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND
TAKE ALL ACTIONS TO IMPLEMENT THE AGREEMENT**

WHEREAS, the Friends of Seaside Parks Association (FOSPA) is a volunteer-led non-profit 501(c)(3) organization that supports the development and maintenance of parks and open green spaces in the City of Seaside; and

WHEREAS, FOSPA and its volunteers currently maintain nine (9) City parks creating habitat for native plants, trees, pollinators, and wildlife, and foster a sense of community and civic pride in the cleanliness, safety, health and beauty of the city's parks and the corresponding neighborhood improvement; and

WHEREAS, FOSPA wishes to seek grant funding from the Natural Resource Conservation Service of \$4,000 per year for five years which would support the community food garden at Capra Park; and

WHEREAS, the City believes it is to the benefit of the citizens of Seaside to support the efforts of FOSPA and the concomittant community and neighborhood pride by enhancing Seaside's parks as well as improving the community garden and habitat areas at Capra Park.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve the Lease Agreement for the Friends of Seaside Parks Association, in a form as generally attached as Exhibit A and in a form as finally approved by the City Attorney and authorizes the City Manager to take all such actions necessary and appropriate to implement the lease.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside, California duly held on the 6th day of March 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

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is entered on March _____, 2025 by and between the City of Seaside, a California general law municipal corporation ("City") and Friends of Seaside Parks, a 501(c)(3) ("Lessee"), a California 501(c)(3) nonprofit organization.

1. Property

The City hereby leases to Lessee a portion of Capra Park, as shown more or less on Exhibit A, attached hereto and incorporated herein by reference generally located at 1551 Sonoma Avenue, Seaside California ("Premises") for the purpose of developing, operating and maintaining a community pollinator and vegetable garden and habitat.

2. Term

The initial term of this lease shall be for five (5) years, commencing on March _____, 2025 and ending on March _____, 2030 with the possibility of renewal subject to City Council approval.

3. Rent

Lessee shall pay a nominal fee of \$1 per year for the use of the Premises, as the community garden project is deemed to provide a public benefit to the citizens of Seaside, California.

4. Use of Premises

4.1 Permitted Use: The Premises shall be used solely for the purpose of developing and operating a community garden, including related activities such as meetings, public programs, and educational tours without interfering with public access and public use.

4.2 Public Access: Lessee shall ensure public access to the garden for programs, tours, and special events. School tours and field trips must be conducted by registered and background-checked employees or volunteers.

4.3 Garden Rules: Lessee shall develop and enforce written garden rules for the Premises subject to the City of Seaside Parks and Recreation Department.

5. Lessee Responsibilities

5.1 Development: Lessee shall be responsible for the development of the community garden, including any necessary improvements or modifications to the Premises.

5.2 Maintenance: Lessee shall maintain the Premises in good condition at its sole cost and expense.

5.3 Insurance: Lessee shall secure and maintain insurance coverage acceptable to the City.

5.4 Compliance: Lessee shall comply with all applicable laws, regulations, and City policies, including the City's Community Operated Open Space Policy and Guidelines.

6. Grant Funding

6.1 Application: Lessee may apply for grants to fund the development and operation of the community garden, so long as there is no requirement for City of Seaside additional contribution without specific written approval.

6.2 Reporting: Lessee shall provide the City with copies of all grant applications and reports related to the Premises.

7. Improvements

Any permanent improvements to the Premises must be approved in advance by the City and shall become the property of the City upon termination of this Agreement.

8. Termination

The City may terminate this Agreement with 90 days' written notice if the Premises are required for other public purposes or if Lessee fails to comply with the terms of this Agreement.

9. Assignment

Lessee shall not assign or sublease any portion of the Premises without prior written consent from the City.

10. Indemnification

Lessee shall indemnify and hold harmless the City from any claims, damages, or liabilities arising from Lessee's use of the Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Seaside

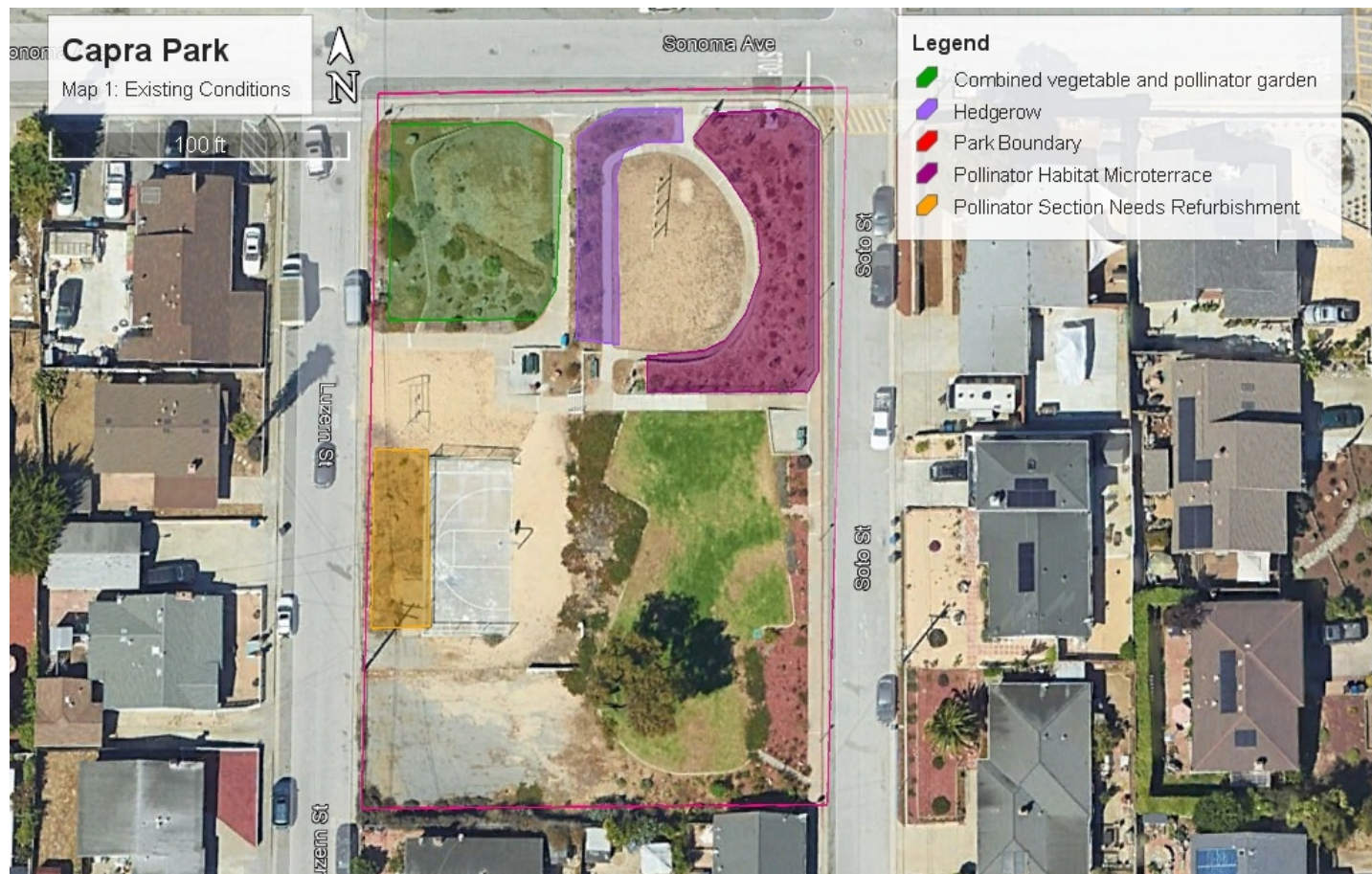
Friends of Seaside Parks

By: _____
Dan Meewis, City Manager

By: _____

APPROVED AS TO FORM:

Sheri Damon, City Attorney





CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Daniel Meewis, Interim City Manager

BY: Dominique Davis, City Clerk

DATE: March 6, 2025

**SUBJECT: CONSIDER A POTENTIAL PARTNERSHIP WITH MONTEREY BAY
FOOTBALL CLUB (COUNCIL MEMBER MILLER)**

RECOMMENDATION

Consider the request for partnership with Monterey Bay FC.

BACKGROUND

At the January 16, 2025, City Council meeting, Council Member Alex Miller requested that an item be placed on a future agenda to explore a potential collaboration between the City of Seaside and Monterey Bay Football Club (MBFC). Pursuant to the City Council's procedural guidelines, council members may recommend an item for inclusion on a future agenda. If a majority of the Council agrees after an explanation of the purpose and proposed action, the City Manager receives the assignment and coordinates staff work accordingly. The City Council approved this request at its February 6, 2025, regular meeting.

MBFC is a professional soccer club based in Monterey County, and the City of Seaside has had previous engagements with the organization through community events, youth programs, and economic development discussions. Potential areas of partnerships may include, but are not limited to:

- Raising the team flag at City Hall or Oldemeyer Center after match wins
- Lighting the Seaside sign on Canyon Del Rey with the Monterey Bay FC team colors after a win
- Sponsorship with the club for Marketing and Promotion of the City of Seaside. Specific details can be found in the attached proposal from MBFC.

Staff seeks direction from the City Council regarding the desired scope of collaboration, key objectives, and any specific areas of focus for engagement with MBFC. The City Council's discussion and direction on this item will provide staff with the necessary guidance to proceed with next steps in assessing a potential partnership with MBFC. Staff recommends that the Council provide specific input on priorities and expectations to ensure an effective and beneficial partnership.

FISCAL IMPACT

If the City Council directs staff to enter into a partnership agreement the fiscal impact would be \$20,000.

ATTACHMENTS

1. MBFC_2025 Proposal City of Seaside
-

Reviewed for Submission to the City Council by:



Dan Meewis, Interim City Manager



PARTNERSHIP PROPOSAL

2025 USL CHAMPIONSHIP SEASONS



Proud competitors in the USL Championship™

Follow the action: www.montereybayfc.com

Let's get social : [@MontereyBayFC](https://twitter.com/MontereyBayFC)

OUR PURPOSE

Monterey Bay has been waiting for a club to call their own; a professional sports team at the highest levels built by the community and for the community. A club that represents both people and place and embodies all that is the wonder, beauty, magic and diversity of Monterey Bay. That time has come. That time is here.

On February 1, 2021, the United Soccer League (USL) announced Monterey Bay Football Club (Monterey Bay F.C.) joined USL Championship for the 2022 season. With the announcement, the expansion club becomes the second addition to the league for the 2022 season alongside Detroit City FC.

Monterey Bay FC is committed to elevating the world's game - soccer - in a region that has long embraced the sport. Our matches at Cardinale Stadium on the campus of Cal State Monterey Bay will be a place to gather for the community, and our crest will be something that all will want to wear over our hearts.



Proud competitors in the USL Championship™

Follow the action: www.montereybayfc.com

Let's get social : [@MontereyBayFC](https://twitter.com/MontereyBayFC)

THE WORLD'S GAME

Soccer is the World's Game. With World Cup approaching North America in 2026, interest and attention are increasing dramatically.

Interest in soccer is high among the most valuable U.S. marketing segments – millennials, LatinX and women.

- *18 million people play some level of soccer in the U.S.*
- *55% of U.S. audiences ages 16-24 years old are very interested in soccer*
- *Soccer is the most popular sport for women; 14.3MM U.S. viewers tuned in for the final 2019 Women's World Cup Final...20% more than the men's final match in 2018*

*U.S. soccer fans are also 4.6 times more likely to have income above \$250,000. And these fans aren't just loyal to their favorite teams; avid MLS fans have 85% brand loyalty and 87% purchase consideration for sponsored products.**

*Nielsen Sports



Proud competitors in the USL Championship™

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**SOCCER FANS
ARE LOYAL TO THEIR
TEAMS, AND LOYAL
TO THE BRANDS
THAT SUPPORT
THOSE TEAMS.**

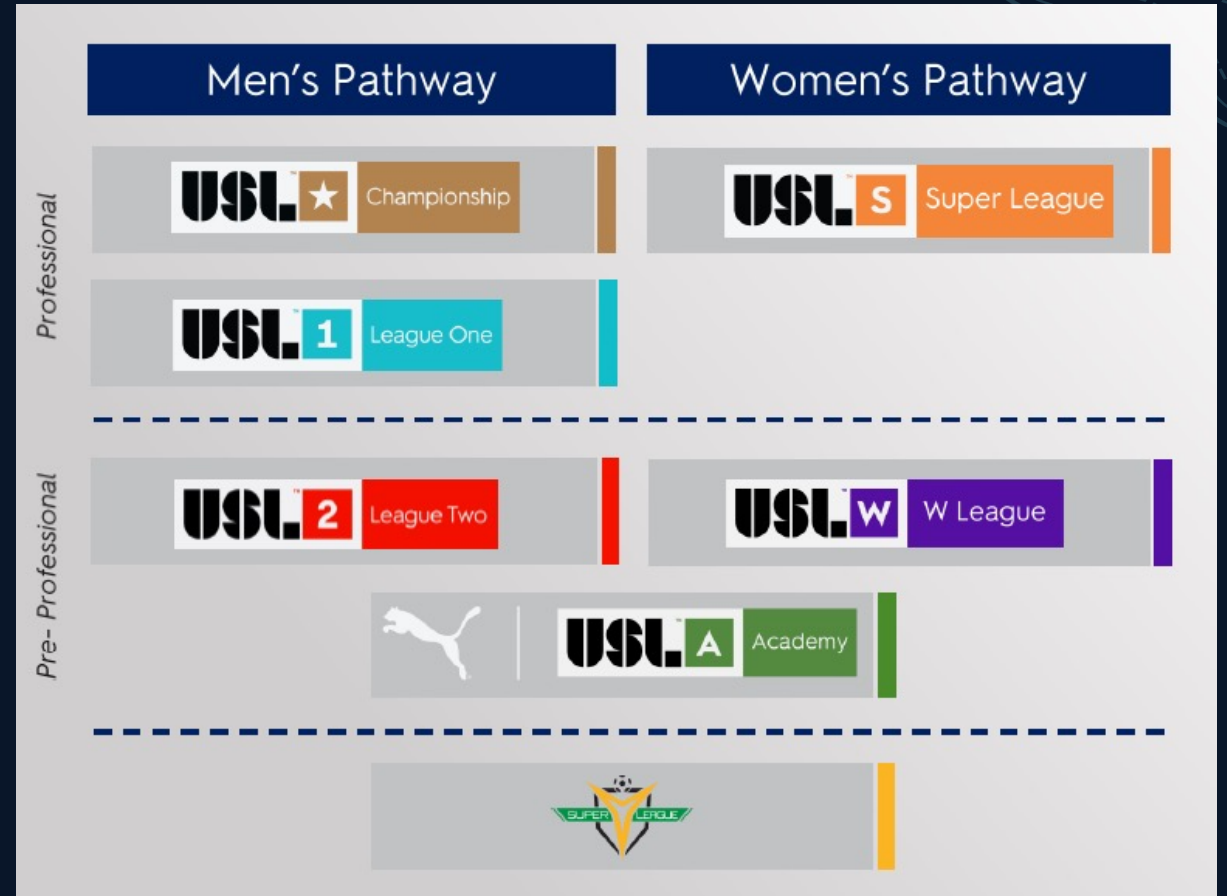
USL'S UNIQUE & IMPACTFUL MODEL

Fueling the growth of soccer in north America

USL Mission: To unite communities and grow the sport of soccer at all levels across North America

The USL reaches a diverse soccer audience in North America, managing Professional, Pre-Professional, and Youth properties in communities across the United States and Canada. Overseeing the USL Championship, USL League One, USL League Two, USL W League, USL Academy and the Super Y League, the organization is built on a proven and recognized model in international football and counts over 40 professional clubs and 225+ pre-professional/youth clubs in its membership.

In 2024, USL will launch the women's professional Super League, bringing a new level of elite women's soccer to the country.



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USL CHAMPIONSHIP

The USL Championship is one of the most successful professional soccer leagues in the world, reaching a population of more than 84 million and fueling the growth of the game across the United States. Headquartered in Tampa, Florida, the USL provides unparalleled club support with a growing team of more than 60 professionals across 17 departments, ranging from operations to marketing, communications and sponsorship.

The USL Championship has a national media partnership with ESPN, wherein all league matches are broadcast on ESPN+ and across linear channels. The league also operates USL Productions, which includes a state-of-the-art facility that produced and distributed more than 1,000 league matches and more than 2,000 hours of original content to national partners, local affiliates and international markets throughout the past two seasons.

Starting in 2024, the United Soccer League has established a new partnership with CBS Sports, which will air 100 games per year from the USL Championship and USL League One through the 2027 seasons. Multiple games each season will air on the CBS Television Network – the first time the USL will air on network TV. These matches will be simulcast on Paramount+. CBS Sports Golazo Network, the groundbreaking 24/7 soccer channel available on CBSSports.com, CBS sports app on connected TVs, Paramount+, and Pluto TV, will air 75 matches. The remainder of the matches, between 20 to 25 contests, will be on CBS Sports Network.

Learn more at www.uslchampionship.com.



**USL REACH
84 MILLION**

BROADCAST PARTNERSHIPS



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2025 USL CHAMPIONSHIP SEASON

STADIUM: CARDINALE STADIUM
(LOCATED ON CSUMB CAMPUS IN SEASIDE, CA)

STADIUM CAPACITY: 6,000

AVG. 2025 HOME GAME ATTENDANCE : 4,011

TRAINING CAMP/PRESEASON: FEBRUARY

REGULAR SEASON: MARCH-OCTOBER

PLAYOFFS: OCTOBER-NOVEMBER

OF REGULAR SEASON MATCHES: 34

(17 HOME/17 AWAY)

OF FRIENDLIES, EXHIBITIONS OR U.S. OPEN CUP: 2-3

OF USL CHAMPIONSHIP TEAMS: 24



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CARDINALE STADIUM



Monterey Bay FC plays on the campus of California State University Monterey Bay. The club privately invested millions to upgrade existing facilities, including the renovation of the newly named Cardinale Stadium on the historic campus, which brings the venue's capacity to 6,000. the inaugural home match was played on May 7, 2022.



The CSUMB campus sits in the middle of the Monterey Peninsula, which features the coastal communities of Marina, Pacific Grove, Monterey, Seaside, Carmel and the Salinas Valley, and is less than a mile from the beach. Formerly the site of the decommissioned Army base Fort Ord, the site has undergone a transformation into a state-of-the-art campus that is also home to The Panetta Institute for Public Policy.



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OUR COMMUNITY

Monterey Bay FC has a reach of over 2.6MM people in the adjacent counties of Monterey, Santa Clara and Santa Cruz. The club will primarily pull supporters from Monterey County focusing on Salinas Valley, Monterey Peninsula and the students on the campus of CSUMB.

*MONTEREY COUNTY POPULATION: 434K
POPULATION BETWEEN 20-49 YRS OLD: 40%
PERCENT POPULATION LATINX: 59%
INTERNATIONAL HOUSEHOLDS: 29%
MEDIAN HOUSEHOLD INCOME: \$71K
CSUMB STUDENT ENROLLMENT: 7,417*

Based on 2019 U.S. Census Data for Monterey County.



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MBFC BY THE NUMBERS

SEASON TICKET HOLDERS BY CITY:

SALINAS: 25%

MARINA: 20%

MONTEREY: 15%

SEASIDE: 10%

CARMEL/CARMEL VALLEY: 3%

THE OTHER 27% IS SCATTERED ACROSS MONTEREY, SANTA CRUZ, AND SAN BENITO COUNTIES, WITH A SMALL NUMBER OF OUTLIERS.



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MBFC IN THE MEDIA



- Major announcements covered by KION, KSBW, KMEL, Monterey Herald, The Californian, Monterey Weekly, Univision & Telemundo
- Over 40K followers across club social accounts and growing daily
- Over 1.17 million impressions across all socials monthly and 30K impressions of the club's launch video in July 2022



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PARTNERSHIP ASSET CATEGORY

- PARTNER DESIGNATION
- BRAND MARKETING & ACTIVATION
- HOSPITALITY



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PARTNER DESIGNATION

PROUD PARTNER

- DESIGNATION AS A PROUD PARTNER OF MONTEREY BAY FC AND MAY IDENTIFY ITSELF AS SUCH USING APPROVED LOGO
- USE OF MONTEREY BAY FC LOGO AND INTELLECTUAL PROPERTY IN APPROVED MARKETING COMMUNICATIONS



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BRAND MARKETING AND ACTIVATION

- ONE STADIUM LED FIELD BOARD ROTATION (3'X360')
- ESPN+ TV VISIBLE
- MINIMUM OF ONE MINUTE (1:00) OF VISIBILITY PER MATCH IN THIRTY SECOND INCREMENTS
- INCLUSION ON PARTNER SECTION OF CLUB WEBSITE
- ONE STADIUM STATIC FIELD BOARD
- MBFC & CITY OF SEASIDE TO COLLABORATE ON SIGNAGE NEAR CARDINALE STADIUM IN THE CITY OF SEASIDE



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HOSPITALITY

- FIVE (5) SEASON TICKETS IN N2/N4



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BRAND MARKETING AND ACTIVATION OPTIONS

WI-FI PUSH NOTIFICATION (OPTION A)



STATIC SIGNAGE ABOVE ENTRANCE/EXIT GATES (OPTION B)



PARTNERSHIP SUMMARY (OPTION A)

PROPOSAL

- **2025 SEASON VALUE
OF (\$37,000): \$20,000**

PARTNER ASSET CATEGORIES

- **PROUD PARTNER**
- **BRAND MARKETING AND ACTIVATION**
- **HOSPITALITY**



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PARTNERSHIP SUMMARY (OPTION B)

PROPOSAL

- **2025 SEASON VALUE
OF (\$35,000): \$20,000**

PARTNER ASSET CATEGORIES

- **PROUD PARTNER**
- **BRAND MARKETING AND ACTIVATION**
- **HOSPITALITY**



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