



AGENDA

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, April 3, 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. LOCAL ROADWAY SAFETY PLAN (ASSOCIATE ENGINEER, PATRICK GROGAN)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM MARCH 20, 2025 REGULAR MEETING

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of September 21, 2024 through November 15, 2024, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period October 3, 2024 through November 14, 2024.

Total Accounts Payable and Payroll for the following periods is:
September 21, 2024 through October 04, 2024 = \$1,799,748.04
October 05, 2024 through October 18, 2024 = \$3,881,998.67
October 19, 2024 through November 01, 2024 = \$1,294,993.03
November 02, 2024 through November 15, 2024 = \$1,738,172.98

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of September 21, 2024 through November 15, 2024, including the payroll and benefits checks, direct deposits and wired payments related to the pay period October 3, 2024 through November 14, 2024. Total Accounts Payable and Payroll for the above referenced period is \$4,266.49.

D. ADOPT A RESOLUTION APPROVING A PROCLAMATION RECOGNIZING APRIL 25, 2025, AS ARBOR DAY AND TO RAISE THE ARBOR FLAG FROM APRIL 25-30, 2025

RECOMMENDATION: Adopt a resolution recognizing Arbor Day and to raise the Arbor Day flag from April 25 to April 30, 2025.

E. APPROVE PROCLAMATION RECOGNIZING MAY 1, 2025, AS LAW DAY

RECOMMENDATION: Approve proclamation recognizing May 1, 2025, as Law Day in the City of Seaside.

F. APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE PARK TO HOLD THEIR NINTH ANNUAL PALENKE ARTS FESTIVAL ON JUNE 1, 2025, IN THE AMOUNT OF \$1,268.00

RECOMMENDATION: Approve the fee waiver request from Palenke Arts.

G. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$1,500.00 FROM SEASIDE HIGH SCHOOL PACIFIC ISLANDERS CLUB TO ASSIST WITH A SCHOOL TRIP TO TOUR SOUTHERN CALIFORNIA UNIVERSITIES

RECOMMENDATION: Approve the request.

H. ADOPT A RESOLUTION APPROVING A LEASE AGREEMENT WITH STEPPING STONE OUTREACH INC. FOR 962 HILBY AVENUE

RECOMMENDATION: Adopt a Resolution approving the draft lease and authorizing the City Manager to execute the Lease as finally approved by the City Attorney and take all other actions to implement and manage the use of the property.

I. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF CANYON DEL REY BOULEVARD FOR THREE CITY SPONSORED EVENTS ON SATURDAY, JUNE 14, 2025, FRIDAY, JULY 4, 2025, AND SUNDAY, SEPTEMBER 28, 2025

RECOMMENDATION: Adopt a resolution authorizing the three closures of Canyon Del Rey Boulevard

J. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR AN AMOUNT NOT TO EXCEED \$70,068.00 FOR THE HILBY AVENUE TRAFFIC CALMING IMPROVEMENTS 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 Hilby Avenue Traffic Calming Improvements Project for an amount not to exceed \$70,068.00.

9. PUBLIC HEARING

A. ADOPT A RESOLUTION APPROVING THE 2025-2029 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (AI) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

RECOMMENDATION: Hold public hearing and adopt a resolution approving the 2025-2029 Analysis of Impediments to Fair Housing Choice (AI) for the Community Development Block Grant (CDBG) Program.

B. AN ORDINANCE TO AMEND CHAPTER 13.24 OF THE MUNICIPAL CODE TO MODIFY PROCEDURES FOR ALLOCATING WATER TO DEVELOPMENT PROJECTS

RECOMMENDATION: Conduct first reading of the ordinance, and hold public hearing.

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING THE CODE OF CONDUCT FOR CITY OF SEASIDE BOARDS AND COMMISSIONS

RECOMMENDATION: Consider adopting a resolution approving the Boards and Commissions Code of Conduct, which outlines ethical and professional standards of behavior for appointed members and establishes clear procedures for suspension and removal in the event of criminal or other misconduct.

B. ADOPT A RESOLUTION AWARDED A CONSTRUCTION CONTRACT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$446,046.00 FOR THE HILBY AVENUE TRAFFIC CALMING IMPROVEMENTS PROJECT

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the Hilby Avenue Traffic Calming Improvements Project; awarding a construction contract to Monterey Peninsula Engineering for an amount not to exceed \$446,046.00; establishing a 10% construction contingency for a total project construction amount not to exceed \$490,650.60; authorizing the City manager to execute the construction contract and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction amount.

C. CONSIDER RESOLUTIONS TO MAKE CHANGES TO THE CITY'S WATER ALLOCATION TABLE AND ESTABLISH PROGRAMS FOR THE ALLOCATION OF WATER FOR RESIDENTIAL INFILL PROJECTS AND ACCESSORY DWELLING UNITS

RECOMMENDATION: Adopt the attached Resolutions

D. ADOPT A RESOLUTION AUTHORIZING AN INCREASE TO THE CITY ATTORNEY ANNUAL SALARY TO \$266,872.00 AND AMENDMENT OF THE FY 2024-2025 BUDGET

RECOMMENDATION: Adopt a resolution authorizing the City Attorney's annual salary increase to \$266,872.00 and authorization for the Finance Director to amend the 2024-2025 Fiscal Year Budget.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Presentation on the lease agreement with Monterey County Libraries (Miller)
2. Receive a presentation from the Monterey County Librarian (Miller)
3. Receive a report about Air-bnb (short term rentals) and affordable housing (Pacheco)
4. Citywide Red Curb/Phased Daylighting Plan (Pacheco)

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

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

13. CLOSED SESSION

Pursuant to Government Code Section 54956 et seq., the City Council and Successor Agency to Redevelopment Agency may adjourn to a Closed Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City Attorney. Public comments on these items are

taken after being read by the City Attorney. For the public record, please state your name.

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

Agency Negotiators: Greg McDanel, City Manager; Samantha Sahkrani, Human Resources Director/Risk Manager

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

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

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

Agency Negotiators: City Manager, et. al

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

Under Negotiation: Price, terms of payment or both

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

Two Matters of Potential Litigation

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
April 17, 2025
5:00 PM

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
STAFF REPORT**

Item No.: 7.A.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: April 3, 2025

**SUBJECT: LOCAL ROADWAY SAFETY PLAN (ASSOCIATE ENGINEER,
PATRICK GROGAN)**

RECOMMENDATION

Receive the presentation.

BACKGROUND

Public Works consultant, Parametrix, recently completed work on the Local Roadway Safety Plan project (attachment 1). Engineering staff will highlight important details of the final report, and be available for questions or comments.

FISCAL IMPACT

No fiscal impact for this item.

ATTACHMENTS

1. Local Roadway Safety Plan
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "G. McDanel", is written over a horizontal line.

Greg McDanel, City Manager

April 3, 2025
City Council Regular Meeting

Item 7A
LOCAL ROADWAY SAFETY PLAN

Attachment
[LOCAL ROADWAY SAFETY PLAN](#)



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, March 20, 2025
5:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held for invocation. The pledge was led by Mayor Pro Tem/Vice Chair Pacheco.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Peter Kaiser

6. PUBLIC AGENCY COMMUNICATIONS

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

The following events were announced:

- March is Women's History Month, a time to honor the incredible achievements and contributions of women throughout history and in our own community. Here in Seaside, we recognize the resilience, leadership, and innovation of women who have shaped our city and continue to inspire future generations.
- On March 21st at 7pm, join us for Movies in the Park, featuring Moana 2!
- Nominations for the Seaside Stars Awards opened March 1st! —just visit bit.ly/seasidestars
- In Seaside, recycling right is more important than ever. But, many residents unknowingly engage in a practice called wish-cycling—placing non-recyclable items in the recycling bin, hoping they'll be processed. For more details on how to do your part, visit whatgoeswhere.info and help make a difference!
- Fair Housing Training on March 21, 2025, from 10 AM to Noon. Register now at bit.ly/FH0321. Sign up at the Oldemeyer Center or online at bit.ly/SeasideAG.

- Everyone's Harvest, in partnership with Farms Together, is offering FREE boxes of produce at the Seaside Farmer's Market every Thursday! Please note that the NEW time for produce box distribution is 5 PM to 7 PM.
- Join FOSPA on Saturday, March 22nd at Beta Park, and again on March 29th at Highland-Otis Park, for a day of community service and outdoor fun! For more information visit FriendsOfSeasideParks.org
- Community Welcome Reception on March 25, 2025, from 5 to 7 PM at the Oldemeyer Center. Come and connect with our city's leadership, explore resource tables from various city departments, and enjoy a fun-filled evening with a Kids Zone, refreshments, and a meet & greet with our new City Manager, Greg McDanel. March 25, 5 to 7 PM at the Oldemeyer Center.

7. PRESENTATIONS

A. RECEIVE A PRESENTATION FROM VILLAGE PROJECT INC. ON THE 2024 COMMUNITY SOCIAL SERVICES GRANT PROGRAM

Ron Manjares and Elijah Valenga provided a presentation reviewing the core services, demographics, accomplishments, and goals for the program; and answered questions from the Council.

B. RECEIVE A PRESENTATION FROM EVERYONE'S HARVEST SEASIDE CERTIFIED FARMER'S MARKET (HESTER PARKER, EXECUTIVE DIRECTOR)

Hester Parker provided a presentation reviewing the core farmers, the average number of weekly vendors and the average weekly farmer sales from 2019-2024, customer engagement, community food programs, achievements, and goals for the program; and answered questions from the Council.

C. ECONOMIC DEVELOPMENT UPDATE (ECONOMIC DEVELOPMENT DIRECTOR JOSE BAZUA)

Director Bazua provided a presentation providing an update on the Auto Mall, Broadway, Fremont, Business marketing, Main Gate RFP, Campus Town and partnerships; and responded to questions from the Council.

D. RECEIVE A PRESENTATION ON DAYLIGHTING LAW AND ENFORCEMENT (POLICE CHIEF NICK BORGES)

Police Chief Borges provided a presentation reviewing the project and its relation to Seaside 2040-General Plan, pilot intersections, and how the physical barriers add reinforcement, upcoming painting schedule, how duplicate work is avoided, and the Traffic Advisory Committee's input; and responded to questions from the Council.

8. CONSENT AGENDA

Item 8D was pulled.

PUBLIC COMMENT: Karla Lobo

On motion by Council/Agency Member Garcia-Arrazola and second by Council/Agency Member Miller and carried by the following vote, the City Council/Successor Agency moved to approve the Consent.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM FEBRUARY 20, 2025, AND MARCH 6, 2025, REGULAR MEETINGS AND FEBRUARY 21, 2025, SPECIAL MEETING

ACTION: APPROVED

B. ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING DECEMBER 31, 2024

ACTION: ACCEPTED & FILED

C. APPROVE APPOINTMENTS TO CITY COMMISSIONS

ACTION: APPROVED

D. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTION AGREEMENT WITH HOMEAWAY.COM, INC FOR THE COLLECTION OF TRANSIENT OCCUPANCY TAX ON SHORT-TERM RENTALS

Economic & Community Development Planning Manager, Andy Myrick, and Administrative Analyst II, Haroon Noori, responded to questions from the public comment and Council.

On motion by Mayor Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola, and carried by the following vote, the City Council/Successor Agency moved to authorize the agreement with homeaway.com, Inc.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #25-41

E. ADOPT A RESOLUTION ACCEPTING THE 2024 GENERAL PLAN ANNUAL PROGRESS REPORT (APR) AND AUTHORIZING SUBMITTAL OF THE REPORT TO THE GOVERNOR'S OFFICE OF LAND USE AND CLIMATE INNOVATION AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)

ACTION: ADOPTED RESO #25-42

F. ADOPT A RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WEST COAST CODE CONSULTANTS INC. IN THE AMOUNT OF \$235,482.09 TO PROVIDE BUILDING AND SAFETY SERVICES TO THE BUILDING AND CODE ENFORCEMENT SERVICES DEPARTMENT

ACTION: ADOPTED RESO #25-43

G. ADOPT A RESOLUTION ACCEPTING THE 2024 HOUSING ELEMENT ANNUAL PROGRESS REPORT (APR) AND AUTHORIZING SUBMITTAL OF THE REPORT TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) AND THE GOVERNOR'S OFFICE OF LAND USE AND CLIMATE INNOVATION

ACTION: ADOPTED RESO #25-44

9. BUSINESS ITEMS

A. RECEIVE REPORT REGARDING FIREARMS SALES IN A RETAIL LOCATION IN THE CITY OF SEASIDE AND PROVIDE DIRECTION TO STAFF

Mr. Myrick provided a presentation that reviewed the sales of firearms & ammo, and staff recommendation to explore amending the municipal code to provide additional requirements on the sale of firearms to ensure appropriate time, place, and manner.

PUBLIC COMMENT: Peter Kaiser, Lucy Aaron, Lora James, Ann Marie Pagan, Karla Lobo

The Council directed staff to return with a draft ordinance that restricts firearm sales in sensitive areas including but not limited to schools, Daycare centers, bars, parks, and possibly hospitals.

B. RECEIVE REPORT REGARDING INCREASING STIPENDS FOR CITY COUNCIL MEMBERS AND PROVIDE DIRECTION TO STAFF

Human Resources Director/Risk Manager Samantha Sakhrani, provided a presentation that reviewed California Senate Bill 329 that allows general law cities to amend their ordinances as it relates to stipends for city council members. The city council currently receives \$400 as per ordinance adopted in 1986, and is eligible to

receive a 5% increase every since the last adoption of the ordinance governing the stipend amount.

PUBLIC COMMENT: Peter Kaiser, Ann Marie Pagan, Lucy Aarons, Karla Lobo, Lora James

On motion by Council/Agency Member Miller and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the increase stipends of city council members to \$2,400.00, and that the Mayor will earn a \$300.00 car allowance.

RESULT: 4-1-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby

NOES: None

ABSTAIN: None

ABSENT: None

C. RECEIVE REPORT REGARDING SHORT TERM RENTAL FUNDING AND PROVIDE DIRECTION TO STAFF

Finance Director Jessica Riley, provided a presentation reviewing the Short-Term Rental (STR) ordinance, the STR historical revenue summary, affordable housing expenditures, and Neighborhood Improvement Commission expenditures.

PUBLIC COMMENT: Lora James, Karla Lobo, Dianne Nielson

The Council directed staff to return with ordinance revision that budgets 10% for administrative fees, 50% for housing, 35% for NIC, and 15% for the council's determination for community projects.

D. RECEIVE REPORT REGARDING FUNDING FOR SNIP BUS AND PROVIDE DIRECTION TO STAFF

Police Chief Nick Borges provided a presentation that reviewed the SNIP bus services, and a request to provide additional funding for a clinic that was held in January (that was not previously approved by Council), and for clinics to be held in March, April, May and June. Each clinic cost \$4,000.00

PUBLIC COMMENT: Lucy Aarons, Lisa Sears, Lora James, Karla Lobo,

On motion by Council/Agency Member Garcia-Arrazola and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve funding for the SNIP in the amount of \$20,000 to pay for services rendered in January, and to pay for clinics in April, two clinics in May, June.

RESULT: 5-0-0-0

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

NOES: None
ABSTAIN: None
ABSENT: None

E. ADOPT A RESOLUTION ACCEPTING THE ANNUAL MID-YEAR FINANCIAL REPORT AND ADOPTING PROPOSED CHANGES TO THE BUDGET OF THE CITY OF SEASIDE FOR THE FISCAL YEAR 2024-2025

Director Riley provided a presentation providing a budget recap of the FY24/25 adopted budget, the quarter 2 general fund revenues, quarter 2 fund expenditures, quarter 2 general fund personnel cost, general fund net results, budget amendments requests detail, and the general fund outlook with takeaways and headwinds.

PUBLIC COMMENT: None

On motion by Council/Agency Member Garcia-Arrazola and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to accept the annual mid-year financial report and adopting proposed changes to the FY 24/25 budget.

RESULT: 5-0-0-0
AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco
NOES: None
ABSTAIN: None
ABSENT: None

ACTION: ADOPTED RESO #25-45

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Presentation on the lease agreement with Monterey County Libraries (Miller)
2. Receive a presentation from the Monterey County Librarian (Miller)
3. Receive a report about Air-bnb and affordable housing (Pacheco)

B. FOLLOW UP ON PREVIOUS REQUESTS

Council agreed to receive a report from PG&E regarding their community outreach efforts and specified that the presentation should include an outline of their format for communication about how they notify residents about power shut offs, their emergency action plan and how city staff can expect to receive that information.

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

Reports provided.

12. CLOSED SESSION

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

PUBLIC COMMENT: None

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

Agency Negotiators: Greg McDanel, City Manager; Samantha Sahkrani, Human Resources Director/Risk Manager

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

No report.

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

Title: City Attorney

No report.

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

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

Agency Negotiators: City Manager, et. al

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

Under Negotiation: Price, terms of payment or both

No report.

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

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

Agency Negotiator: City Manager, City Attorney, et. al.

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

Under Negotiation: Price, terms of payment, or both

No report.

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

Two Matters of Potential Litigation

No report.

13. ADJOURNMENT

With no further business, the meeting adjourned in the honor of Joy Junsay and Pastor Gerald E. Harris, at 12: a.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Corryn Bennett, Accountant II

DATE: April 3, 2025

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of September 21, 2024 through November 15, 2024, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period October 3, 2024 through November 14, 2024.

Total Accounts Payable and Payroll for the following periods is:
September 21, 2024 through October 04, 2024 = \$1,799,748.04
October 05, 2024 through October 18, 2024 = \$3,881,998.67
October 19, 2024 through November 01, 2024 = \$1,294,993.03
November 02, 2024 through November 15, 2024 = \$1,738,172.98

BACKGROUND

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

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

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

- \$12,700.00 to ED HERD & ROD HERD for Completion of fence and gate work at the fire department.
- \$38,184.94 to ACCESS MONTEREY PENINSULA INC. for PEG fees (Public, Educational and Government access programming) for AT&T and Comcast for the quarters of July-December 2023 & January-June 2024.
- \$67,809.84 to CALIFORNIA-AMERICAN WATER for Multiple City water accounts under Cal-Am Water 10/02/2024 bill date. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$47,186.93 to CALIFORNIA-AMERICAN WATER for Multiple City water accounts under Cal-Am Water 10/28/2024 bill date. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$40,000.00 to COMMUNITY PARTNERSHIP FOR YOUTH for Community Social Services Grant Reimbursement/ Billing Cycle: October 01, 2024 through December 31, 2024
- \$300,000.00 to GOLDEN STATE FIRE APPARATUS, INC. for Down payment of 2025 Piece Enforcer 500 GPM Type 1 Fire Engine.
- \$17,803.23 to ZOOM COMMUNICATIONS, INC for Annual fee for Webinar 500/workplace business subscription for the period of October 20, 2024 - October 19, 2024.
- \$13,126.44 to PARAMETRIX, INC. for Professional developing services through February 3, 2024: a local road traffic safety plan; Traffic calming plan for mile-long Hilby Avenue corridor; San Pablo traffic calming services; on-call services.
- \$13,392.50 to PARAMETRIX, INC. for Professional developing services through August 31, 2024 for San Pablo traffic calming plan.
- \$117,618.45 to COASTAL PAVING & EXCAVATING, INC. for City Hall and Library parking lot rehabilitation services through August 2024.
- \$160,842.22 to COASTAL PAVING & EXCAVATING, INC. for City Hall and Library parking lot rehabilitation services through September 2024.
- \$16,100.00 to JACOB GREEN & ASSOCIATES, INC. for July & August 2024 Emergency Management Consulting
- \$18,600.00 to JACOB GREEN & ASSOCIATES, INC. for September 2024 Emergency Management Consulting
- \$209,271.87 to WEST COAST CODE CONSULTANTS INC for Professional building and safety review services for the Grand Hyatt development through April 2024.
- \$12,050.79 to VEHICLE SERVICE GROUP for Purchase and installation of (1) vehicle lift.
- \$11,130.17 to SEASIDE CDJR for Repair services for 2019 Dodge Durango PD pursuit vehicle.
- \$10,350.00 to GP PIPING INC. for Professional plumbing services: drain pipe smoke testing at POMA.
- \$18,500.00 to LAW DOG K9 for Payment for professional K-9 handler course and (1) Single Purpose K-9 course for police dog.
- \$10,000.00 to SKY ELEMENTS LLC for Deposit for professional drone show for

- City of Seaside birthday celebration October 13, 2024.
- \$11,895.00 to HOPE SERVICES for Maintenance services for the period of August 2024.
 - \$40,906.65 to MONTEREY CO. CONVENTION & VISITOR'S BUREAU for TID (Tourism Improvement District) remittance for the reporting period of August 2024 for the 13 Seaside motels/hotels.
 - \$36,138.96 to MONTEREY CO. CONVENTION & VISITOR'S BUREAU for TID (Tourism Improvement District) remittance for the reporting period of September 2024 for the 13 Seaside motels/hotels.
 - \$35,621.11 to WALLACE GROUP for August 2024 Invoices for projects: Cutino Park improvements, pavement rehab prof services, and Fremont medians improvements.
 - \$28,537.53 to WALLACE GROUP for September 2024 Invoices for projects: Pavement rehab prof services and Fremont medians improvements.
 - \$10,483.08 to WALLACE GROUP for September 2024 Invoices for projects: Campus Town Water Augmentation, Lincoln Cunningham Arterial Trail, and Bike Safe Grates.
 - \$25,687.10 to MONTEREY PENINSULA WATER MGMT DISTRICT for Seaside Basin Watermaster services for the periods of June-September 2024.
 - \$69,489.76 to PACIFIC GAS & ELECTRIC for Collective accts for street lights, highway lighting, park lights and city office buildings. Service for the statement period of September 2024.
 - \$62,264.49 to PACIFIC GAS & ELECTRIC for Collective accts for street lights, highway lighting, park lights and city office buildings. Service for the statement period of October 2024.
 - \$12,005.00 to SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS for Animal care services for Police Department for the period of August 2024.
 - \$57,370.86 to U.S. BANK-CALCARD for City of Seaside purchase card transactions for the billing period of September 2024.
 - \$52,895.83 to U.S. BANK-CALCARD for City of Seaside purchase card transactions for the billing period of October 2024.
 - \$899,754.45 to CHICAGO TITLE COMPANY for Purchase price, title, and escrow fees for purchase of 705 Broadway Avenue.
 - \$33,900.00 to RYAN L. RIDER for Removal of damaged curbs and installation of new walkway to ADA parking stalls on Del Monte Avenue.
 - \$19,883.74 to WHITSON ENGINEERS for August 2024 invoices for projects: Del Monte LID project, San Pablo Bridge services, and PD Parking lot services.
 - \$10,000.00 to TOPE'S TREE SERVICE, INC. for Tree removal, stump grinding, and cleanup for multiple trees.
 - \$27,214.00 to AIRTEC SERVICE for Installation of replacement air conditioning units at 440 Avenue modular buildings.
 - \$187,474.83 to MARINA COAST WATER DISTRICT for Recycled water meter services for the period of September 2024.
 - \$270,874.59 to MONTEREY PENINSULA ENGINEERING for Professional services

for Phase 2 Storm Drain Improvements project and Lincoln Cunningham Arterial Trail project through October 2024.

- \$16,418.72 to MUNICIPAL EMERGENCY SERVICES, INC. for Purchase of (2) sets of turnout gear for the new Fire Department personnel.
- \$480,116.28 to U.S. TREASURY FRB NEW YORK for Cost of Worker's Compensation Claim through the Treasury Offset Program.
- \$30,025.00 to PAVEMENT ENGINEERING, INC. for Professional services for the Pavement Rehab Project and Hot Spot services through September 2024.
- \$23,716.25 to PAVEMENT ENGINEERING, INC. for Professional services for the Pavement Rehab Project and Hot Spot services through October 2024.
- \$373,490.12 to KIMLEY-HORN AND ASSOCIATES, INC. for Professional services for the Broadway Streets Corridor project for the periods of May, June, and August 2024.
- \$94,936.55 to U.S. BANK ST. PAUL for City of Seaside joint powers financing authority lease revenue bonds (2006 Bayonet and Blackhorse Gold Course project).
- \$22,928.25 to MONTEREY ONE WATER for SCSD prof. services for Lift Station Maintenance during April-June 2024
- \$28,495.00 to SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS for Professional engineering services Storm Drain Master Plan and 90 Inch Outfall Study through August 2024.
- \$16,890.00 to SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS for Professional engineering services Storm Drain Master Plan and 90 Inch Outfall Study through September 2024.
- \$32,992.80 to DENISE DUFFY & ASSOCIATES, INC. for Professional CEQA services for Chartwell School Initial Study for the period of 07/16/24 - 09/15/24.
- \$18,310.51 to STURDY OIL COMPANY for 1,908 gallons of regular gas (ethanol) and 653 gallons of clear diesel delivered to the public works department on 10/02/24.
- \$11,397.11 to STURDY OIL COMPANY for 2,005 gallons of regular gas (ethanol) and 605 gallons of clear diesel delivered to the public works department on 10/30/24.
- \$11,562.60 to GRANICUS, LLC for Software for Economic Development for the period of 7/2024 - 07/2025.
- \$10,677.08 to HUNTINGTON PUBLIC CAPITAL CORP. for Lease contract payment for the Energy Project at City Hall, City Library, and Fire Department locations for the period of 9/14/24-12/13/24.
- \$35,000.00 to PALENKE ARTS for Organizational support for Arts center for FY 23-24 quarter 4 and FY 24/25 Q2.
- \$32,206.86 to ENTERPRISE FM TRUST for Monthly payment for (21) leased City vehicles for the periods of October 2024.
- \$22,687.05 to ENTERPRISE FM TRUST for Monthly payment for (21) leased City vehicles for the periods of November 2024.
- \$10,000.00 to FMG CUSTOM CONCRETE for Completion of all brass pieces

needed for stars on the Broadway Walk of Fame 2024.

The Net Payroll and Payroll benefits total was \$4,753,651.44.

The remaining checks, totaling \$766,481.00, include payments to vendors for operating expenditures.

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

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

1. Expense Approval Report

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

April 3, 2025
City Council Regular Meeting

Item 8B
APPROVE AND FILE CITY CHECKS

Attachment
[EXPENSE APPROVAL REPORT](#)

[CHECK REPORT](#)



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

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

FROM: Greg McDanel, City Manager

BY: Corryn Bennett, Accountant II

DATE: April 3, 2025

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of September 21, 2024 through November 15, 2024, including the payroll and benefits checks, direct deposits and wired payments related to the pay period October 3, 2024 through November 14, 2024. Total Accounts Payable and Payroll for the above referenced period is \$4,266.49.

BACKGROUND

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

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

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

- No checks exceeded \$10,000.

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

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk
Dan Meewis, Assistant City Manager

DATE: April 3, 2025

**SUBJECT: ADOPT A RESOLUTION APPROVING A PROCLAMATION
RECOGNIZING APRIL 25, 2025, AS ARBOR DAY AND TO RAISE
THE ARBOR FLAG FROM APRIL 25-30, 2025**

RECOMMENDATION

Adopt a resolution recognizing Arbor Day and to raise the Arbor Day flag from April 25 to April 30, 2025.

BACKGROUND

The City of Seaside is a Tree City USA. To maintain status as a Tree City USA, the City must have a proclamation for Arbor day, which is attached. In addition, the Parks and Recreation Commission is recommending raising the Arbor day flag at City Hall starting on Friday, April 25, 2025, through Wednesday, April 30, 2025.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Resolution
 2. Arbor Day Proclamation 2025
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to be "GMP2P".

Greg McDanel, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**TO RAISE THE ARBOR DAY FLAG ON FRIDAY, APRIL 25, 2025, AND FLY
THROUGH APRIL, 30, 2025**

WHEREAS, on June 3, 2021 the City Council designated the list of commemorative observances as codified by the Library of Congress; and

WHEREAS, The City of Seaside adopted the Commemorative Flag Observances and Flag Policy on July 1 2021; and

WHEREAS, since the Arbor Day flag is not identified in the City's Commemorative Flag Observances and Flag Policy before raising the flag; and

WHEREAS, The Parks and Recreation Commission has requested the raising of the Arbor Day Flag on Friday, April 25, 2025, and fly through Wednesday, April 30, 2025 ;and

WHEREAS, The City of Seaside is a Tree City USA, and to maintain status as a Tree City USA the City must approve a proclamation for Arbor Day, and flying the official Arbor Day Flag will be added support of that proclamation; and

NOW, THEREFORE, BE IT RESOLVED that this Resolution show the proud support of Arbor Day and the City's continued effort to maintain its status as a Tree City USA.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of April 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

City of Seaside PROCLAMATION



Arbor Day April 25, 2025

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, BE IT PROCLAIMED, that, I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim April 25, 2025 as "**Arbor Day**" in the City of Seaside, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Ian N. Oglesby, Mayor
April 03, 2025



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: April 3, 2025

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 1, 2025, AS
LAW DAY**

RECOMMENDATION

Approve proclamation recognizing May 1, 2025, as Law Day in the City of Seaside.

BACKGROUND

The Library of Congress' list of commemorative observances was approved by the Council in May 2021; Law day is included.

Law Day is commemorated on May 1st every year in the United States of America, and dates back to 1957 when American Bar Association President Charles Rhyne envisioned a special day to celebrate the American legal system.

On February 3rd, 1958, President Dwight Eisenhower issued a proclamation to inform the establishment of Law Day, and after that, every president has issued an annual Law Day proclamation. In 1961, by a joint resolution of the National Assembly, May 1st was designated by the National Assembly as the official date to celebrate Law Day.

There are no official flags to be flown at City hall.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Law Day 2025 Proclamation

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "GMP", is positioned above a horizontal line.

Greg McDanel, City Manager

City of Seaside PROCLAMATION



Law Day 2025 Commemorative Observance

WHEREAS, Law Day is commemorated on May 1st every year in the United States of America; and

WHEREAS, Law Day dates back to 1957 when American Bar Association President Charles Rhyne envisioned a special day to celebrate the American legal system; and

WHEREAS, On February 3rd, 1958, President Dwight Eisenhower issued a proclamation to inform the establishment of Law Day, and after that, every president has issued an annual Law Day proclamation; and

WHEREAS, In 1961, by a joint resolution of the National Assembly, May 1st was designated by the National Assembly as the official date to celebrate Law Day; and

WHEREAS, Law Day is an important occasion to reflect the role of laws on the foundation of the country and recognize their importance in the City of Seaside; and

WHEREAS, Supported by organizations such as the American Bar Association, this day is an opportunity to see and discuss the role of the courts in the United States; and

WHEREAS, Law Day is a special day meant to help people appreciate their freedoms and affirm their allegiance to the United States, especially toward equality and justice. It also aims to promote respect for the law, which is of vital importance for a democratic way of life.

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 May 1, 2025 as Law Day.

Ian N. Oglesby, Mayor
April 03, 2025



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: April 3, 2025

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS
ORGANIZATION TO USE LAGUNA GRANDE PARK TO HOLD
THEIR NINTH ANNUAL PALENKE ARTS FESTIVAL ON JUNE 1,
2025, IN THE AMOUNT OF \$1,268.00**

RECOMMENDATION

Approve the fee waiver request from Palenke Arts.

BACKGROUND

The Palenke Arts Organization is proposing to hold their Ninth Palenke Arts Festival event on June 1, 2025. The organization's mission is to educate and inspire the community of Seaside through the arts and consists of a community of multicultural interdisciplinary arts, performers, students, educators, and community members who want to transcend their individual differences, and build a better community through the arts. The festival will be a celebration of the arts in the City of Seaside.

They are requesting a fee waiver to waive fees associated with this event and the use of the City's stage. The Ninth Annual Palenke Arts festival is open to the public and no fees will be charged. Their application was reviewed by the Special Event Committee.

FISCAL IMPACT

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

Special Event Application Fee	\$ 110.00
-------------------------------	-----------

Laguna Grande Park Rental Fees	\$ 121.00
Park Deposit	\$ 198.00
<u>Public Works Set-up and Breakdown</u>	<u>\$ 839.00</u>
TOTAL	\$1,268.00

ATTACHMENTS

1. Palenke Arts Fee Waiver Request & Special Event Application 2025
 2. 501(c)(3) - Palenke Arts
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

Please read policy on back first.



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Paleyke Arts
Name of Applicant: Juan L. Sanchez
Address: 1713 Broadway Ave City: Seaside State:
Phone: 831-899-9909 Email: info@paleykearts.org

EVENT INFORMATION:

Event Title: 9th Annual Paleyke Arts Festival
Event Description: Free Multicultural Celebration of the Arts
Event Date: June 1st, 2025 Room(s) Requested: Laguna Grande
Time (including set-up): 8 am - 5 pm Approximate Number of Guests: Lakeside

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Community benefit

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 11/2/24 ☐ No

What is your organization's tax identification number? 82-7186480

What percentage of your members or participants resides in Seaside? 95%

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: [Signature] Date: 1/30/25

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____ Date: _____

Notes: _____



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

OR

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

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

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



SEASIDE CALIFORNIA

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: Juan L. Sanchez / Palauke Arts
Address: 1713 Broadway Ave City: Seaside Zip: 93955
Phone: 831-899-9909 Email: info@palaukearts.org
☒ Resident ☐ Non-Resident Organization: Palauke Arts

FACILITY RESERVATION:

Intended Use/Activity: 9th Annual Palauke Arts Festival
Reservation Date(s): June 1, 2025 Times: (Available 8 AM-Dusk) 8 AM - 5 PM
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: 300

(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: _____

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: _____

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)

Applicant Signature: _____

Date: 1/30/25



SEASIDE CALIFORNIA

Special Event Application

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

CONTACT INFORMATION:

Organization: Palerke Arts
Name of Applicant: Juan L. Sanchez
Address: 1713 Broadway Ave City: Seaside State: CA
Phone: 831-899-9909 Email: info@palerkearts.org
Day of Event Contact Name and Phone: Juan L. Sanchez, 831-333-6612

EVENT INFORMATION:

Event Title: 9th Annual Palerke Arts Festival

Event Category:

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

Event Date and Time: June 1, 2025
Setup: 8 am Event Start: 11 am Event End: 3:45 pm Clean up: 5 pm
Event Location: Laguna Grande Park

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.

The 9th Annual Palerke Arts Festival is a multiarted
celebration of the arts, featuring professional + student
ensembles in a myriad of art disciplines

Number of Participants: 300 Event Benefiting: community
Federal ID # (if applicable): 82-7186480
☒ 501 C(3) ☐ 501 C(6) ☐ Commercial-For Profit ☐ Other: _____

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



SEASIDE CALIFORNIA

Special Event Application

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

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

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

How will the event be advertised and promoted? Social media, radio + TV

Signs posted: _____

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 <u>2</u> | ☐ Banners | ☐ Barricades |
| ☐ Other: <u>Spyder Box, 3 tables, 8 chairs + stage</u> | | |

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? 10 *(For-profit vendors must have business license on file with the City)*

Vendor Name

Vendor Address

TBA

Describe Merchandise

Will alcohol be served? ☐ Yes ☒ No

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

Parking arrangements: Onsite



SEASIDE CALIFORNIA

Special Event Application

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

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

volunteers ~~police~~ ~~fire~~ ~~public works~~

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.)

Public works

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

Volunteers + extra trash cans please

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:

Date: 1/30/25



SEASIDE CALIFORNIA

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

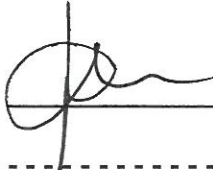
Applications must furnish the city with a certificate of insurance in an amount no less than \$1 million naming the City of Seaside as an additional insured. The amount of insurance is subject to increase at the discretion of the Finance Director who is the Risk Manager, depending upon the nature of 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: Mackay Males
Phone Number: 805-792-1799

Insurance Agent: Matt Cleaver
Policy Number: 2021-58538

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: 

Date: 1/30/25

(For Office Use Only)

Authorization

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

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

Comments: _____



SEASIDE CALIFORNIA

Special Event Application

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

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

Attach to application and mail to:

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

SPECIFIC EVENT CONDITIONS OF APPROVAL

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

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

PROVISIONS

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

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

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

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

Applicant Signature: _____

Date: _____

1/30/25

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

DEPARTMENT OF THE TREASURY

Date: **JAN 30 2020**

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

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

Dear Applicant:

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

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

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

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

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

Letter 947

PALENKE ARTS

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

Sincerely,

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

Director, Exempt Organizations
Rulings and Agreements

Letter 947



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: April 3, 2025

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$1,500.00 FROM SEASIDE HIGH SCHOOL PACIFIC ISLANDERS CLUB TO ASSIST WITH A SCHOOL TRIP TO TOUR SOUTHERN CALIFORNIA UNIVERSITIES

RECOMMENDATION

Approve the request.

BACKGROUND

Seaside High School's Pacific Islanders Club is requesting a donation of \$1,500.00 from the Mayor's Youth Fund to assist with the costs associated with their overnight trip to UC Santa Barbara, CSU Northridge, UC Los Angeles, University of Southern California, and CSU Fullerton. This experience is directly aligned with their curriculum, promoting academic enrichment and cultural awareness.

The Pacific Islanders Club is committed to sustainability by using reusable water bottles. This helps reduce plastic waste and protects the environment. Together, they are making a positive impact on the community and future generations.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. This is the first time that Seaside High School Pacific Islanders Club has requested a donation.

FISCAL IMPACT

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

to the Mayor's Youth Fund. The current balance is the Mayor's Youth Fund account (601-2106) is \$22,364.61. If the City Council approves this request, the balance will decrease to \$20,864.61. 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 Seaside High School Pacific Islanders Club 2025
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

Mayor's Youth Fund Contribution Request

Prior to completing this request please review the attached contribution policy. All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to N. Towne, Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Seaside High School Pacific Islanders Club

Name of Individual Submitting Request: Ashley Jayubo

% Residents or Students of Seaside: 100% # of Participants 15

Ages of Participants: 15 - 18

Mailing Address: 2200 Noche Buena st

Phone Number: Home _____ Work _____
Cell (831) 917-3783

E-mail Address: ashjayubo 06@gmail.com

Description of Event (Attach Additional Information as Necessary)

School trip to tour Southern California Universities.

Description of how the use of the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment. Attach additional information as necessary.

Funds will contribute to our overnight accommodations, travel expenses, tour fees & registration. As a title I school the majority of our club members come from socioeconomically disadvantage backgrounds & can not afford to pay dues for this trip nor would they have the opportunity to visit these schools otherwise. Due to lack of school funding we have

Description of how your participation in this event or activity benefits the City of Seaside. See Mayor's Youth Fund Contribution Policy.

Giving the cities aspiring youth the chance to visit acclaimed colleges is a benefit because it encourages us to pursue higher education & stay in school. This can be a pivotal juncture in our lives, giving us great perspective so we can come back to contribute to our community.

*Total Amount Requested: (See Contribution limits) \$1,500

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 \$1,000.00. Applications that are incomplete will be returned.

Terry Navarro - Re: Mayor's Youth Fund Contribution request for Seaside High School Pacific Islanders Club

From: Ashley Jayubo <ashjayubo06@gmail.com>
To: Terry Navarro <TNavarro@ci.seaside.ca.us>
Date: 3/24/2025 2:37 PM
Subject: Re: Mayor's Youth Fund Contribution request for Seaside High School Pacific Islanders Club

The Pacific Islanders Club is committed to sustainability by using reusable water bottles. This helps reduce plastic waste and protect our environment. Together, we're making a positive impact for our community and future generations.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager
Sheri Damon, City Attorney

DATE: April 3, 2025

**SUBJECT: ADOPT A RESOLUTION APPROVING A LEASE AGREEMENT
WITH STEPPING STONE OUTREACH INC. FOR 962 HILBY
AVENUE**

RECOMMENDATION

Adopt a Resolution approving the draft lease and authorizing the City Manager to execute the Lease as finally approved by the City Attorney and take all other actions to implement and manage the use of the property.

BACKGROUND

Stepping Stone Outreach Inc. is a non-profit organization designed to empower individuals and businesses in creating specialized programs tailored for those with intellectual and developmental disabilities, and serve individuals and families in our community, particularly those facing challenges, with a focus on providing resources and support for children and families.

They are looking for a temporary location for their food pantry, which serves the families and seniors in our community. The property located at 962 Hilby is adjacent to the City of Seaside's Oldemeyer Center, which is home to both child care services and Older Adult services to members of our community which may benefit from a closely located food pantry. The draft lease is designed as a short-term lease (6 months) while Stepping Stone is searching for a more permanent location.

The lease outlines requirements for the tenant to pay all the costs of their operations including but not limited to: power, water, sewer and garbage. There are also additional provisions providing for inspections, and indemnification and insurance

provisions while allowing the City to reassess the arrangement as needed. The house at 962 Hilby is currently vacant and the long-term plan for this building is demolition to allow for the ultimate creation of seven or eight for-sale affordable homes to be built by the developers of the Campus Town project.

FISCAL IMPACT

The fiscal impact of this item as the City would not be collecting rent for the use of this property. However, there will be a significant community benefit of having a food pantry in a residential neighborhood.

ATTACHMENTS

1. Resolution 25- XX Stepping Stone 962 Hilby Ave City Council
2. Lease Agreement-draft Stepping Stone

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE LEASE AGREEMENT WITH STEPPING STONE OUTREACH INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND TAKE ALL ACTIONS TO IMPLEMENT THE AGREEMENT

WHEREAS, the Stepping Stone Outreach Inc. is a non-profit 501(c)(3) organization that offers a variety of services to support individuals and families in our community, particularly those with special needs and facing challenges, with a focus on providing resources and support for children and families; and

WHEREAS, Stepping Stone Outreach Inc. is designed to empower individuals and businesses in creating specialized programs tailored for those with intellectual and developmental disabilities and provides a range of services for children with Autism Spectrum Disorder, children at risk for developmental delays, and children with behavioral challenges; and

WHEREAS, Stepping Stone Outreach Inc. wishes to lease the City of Seaside property at 962 Hilby Avenue for the temporary use of their food pantry that serves the individuals and families in our community; and

WHEREAS, the City believes that it is to the benefit of the citizens of Seaside to support the efforts of the Stepping Stone Outreach Inc. organization and to collaborate with their efforts to empower our community members.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve the Lease Agreement for the Stepping Stone Outreach Inc. organization, 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 3rd day of April 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 into on _____, 2025 between the City of Seaside, a California general law municipal corporation ("Landlord") and Stepping Stone Outreach Inc., a 501(c)(3) California nonprofit corporation ("Tenant") for the use of 962 Hilby Ave, Seaside, CA 93955 ("Premises").

Term

The term of this Agreement shall be for six (6) months, commencing on _____, 2025 and terminating on _____, unless sooner terminated as provided herein.

Rent

Tenant shall pay rent in the amount of \$ 0.00 per month, due on the first day of each month.

Use of Premises

Tenant shall use the Premises solely for a not-for-profit food pantry and for no other purpose without Landlord's prior written consent.

Acknowledgement

Tenant specifically acknowledges temporary use and will use and report efforts to relocate on a regular basis.

Utilities

Tenant shall be responsible for payment of all utilities, including but not limited to electricity, gas, water, sewer, telephone, and internet services. Tenant shall establish utility accounts in Tenant's name within 5 days of the commencement of this Agreement.

Indemnification

Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or relating to Tenant's use of the Premises or any activity conducted on the Premises.

Insurance

Tenant shall maintain, at Tenant's sole cost and expense, the following insurance naming the City of Seaside as additional insured: 1) worker's compensation insurance no less than one million dollars (\$1,000,000) each accident; 2) commercial general liability insurance with limits not less than two million dollars (\$2,000,000) each occurrence; 3) property insurance covering "All Risk" known as Special Form, including earthquake and flood for one hundred percent (100%) of replacement value, with deductible, acceptable to Landlord; 4) contractor's insurance and subcontractors working indirect contracts with the developer with minimum amounts described above holding general liability and automobile insurance.

Inspections

Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times for the purpose of inspecting the same and making any repairs deemed necessary or desirable.

Alterations

Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Any approved alterations shall be made in compliance with all applicable laws and regulations.

Maintenance and Repairs

Tenant shall maintain the Premises in good condition and repair, ordinary wear and tear excepted. Landlord shall be responsible for structural repairs and maintenance of building systems, unless damage is caused by Tenant's negligence or misuse.

Compliance with Laws

Tenant shall comply with all applicable federal, state, and local laws, regulations, and ordinances relating to the use and occupancy of the Premises.

Termination

Landlord may terminate this Agreement with 30 days' written notice for any reason. Upon termination, Tenant shall vacate the Premises and return it in the same condition as received, reasonable wear and tear accepted.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, City of Seaside.

By signing below, the parties agree to be bound by the terms of this Agreement.

Landlord
City of Seaside

Tenant
Stepping Stone Outreach Inc.

By: _____
Greg McDanel, City Manager

By: _____
John Holt, Secretary

APPROVED AS TO FORM:

By: _____
Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: April 3, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF
CANYON DEL REY BOULEVARD FOR THREE CITY SPONSORED
EVENTS ON SATURDAY, JUNE 14, 2025, FRIDAY, JULY 4, 2025,
AND SUNDAY, SEPTEMBER 28, 2025**

RECOMMENDATION

Adopt a resolution authorizing the three closures of Canyon Del Rey Boulevard

BACKGROUND

The City of Seaside will be holding multiple events from June through September, which will require the closure of state route 218, Canyon Del Rey Boulevard, for the safety of the public. In order to get approval from Cal Trans, the City Council needs to adopt a resolution in support of the road closure. In the past, each road closure was done individually. Now that we know the dates in advance, we are able to make one resolution in support of all three events. The events are as follows:

Saturday, June 14, 2025 - The Action Council/Building Healthy Communities "Juneteenth Jubilee Festival" Co-Sponsored by the City of Seaside

This event will need to utilize Canyon Del Rey for multiple activities for the event, which may include a march along the closed section of the road. There will also be a variety of performers that will be using Laguna Grande Park, and the Lawn at City Hall.

Friday, July 4, 2025 - City of Seaside's "Red, White, & Blues"

This event will need to utilize Canyon Del Rey for the activities of the event. The closure of Canyon Del Rey will greatly enhance the event and will allow for greater safety for participants and staff. This year's event will feature live music, bounce houses, a variety of carnival games, local food and craft vendors, and other activities for families.

Sunday, September 28, 2025 - City of Seaside's "Oaxaca by the Sea"

This event will need to utilize Canyon Del Rey for the activities of the event, which will include an opening parade. This is one of the larger events that the City hosts, and it tends to bring dignitaries from Oaxaca, Mexico, and our state Assembly members, Senators, and Congressional representatives. Closing the road will provide enhanced safety for the event participants and the dignitaries.

The approval of this request for the road closure for the three events will support the City Council's Strategic Priorities of:

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

FISCAL IMPACT

The approximate fiscal impact for this item is \$3000.00 in Public Works staff time to open and close the road for the 3 events.

ATTACHMENTS

1. Resolutuion - CDR closures 2025

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE CLOSURE OF PORTIONS OF HIGHWAY 218 (CANYON DEL
FOR THREE CITY SPONSORED EVENTS ON SATURDAY, JUNE 14, 2025,
FRIDAY, JULY 4, 2025 AND SUNDAY, SEPTEMBER 28, 2025**

WHEREAS, the City of Seaside sponsors multiple Community Events during the year "Juneteenth Jubilee, Red White & Blues, and Oaxaca by the Sea"; and

WHEREAS, these events take place on the lawn at City Hall, and Laguna Grande Park which are open to the public; and

WHEREAS, it is necessary to close Highway 218 (Canyon Del Rey), to through traffic between the hours of 8:00 a.m. and 7:00 p.m. on June 14, 2025, July 4, 2025, and September 28, 2025, to insure the safety of the public and staff; and

WHEREAS, the California Department of Transportation requires a City Council resolution approving closure of state highways and city roadways.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the closure of Highway 218 (Canyon Del Rey) from Hilby Avenue to Sonoma Avenue, between the hours of 8:00 a.m. and 7:00 p.m. June 14, 2025, July 4, 2025, and September 28, 2025, to ensure the safety of the public using this portion of roadway during this event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of April 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.J.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: April 3, 2025

SUBJECT: ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR AN AMOUNT NOT TO EXCEED \$70,068.00 FOR THE HILBY AVENUE TRAFFIC CALMING IMPROVEMENTS 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 Hilby Avenue Traffic Calming Improvements Project for an amount not to exceed \$70,068.00.

BACKGROUND

The Hilby Avenue Traffic Calming Improvements Project (Project) will install traffic calming improvements on Hilby Avenue from Canyon Del Rey Boulevard to General Jim Moore Boulevard. The reduced Project scope will construct the full design on Hilby Avenue from Canyon Del Rey to Fremont Boulevard and reduce the traffic calming measures on Hilby Avenue from Fremont Boulevard to General Jim Moore Boulevard. Traffic calming measures on the reduced portion of Hilby Avenue include 8-speed cushions, red curbing at intersections, center line striping, pavement markings, and signage.

The Project was released for construction bids on February 20, 2025, and bids were opened on March 13, 2025. The construction contract is on this April 3, 2025 Council Agenda for approval.

The Project is scheduled to take 50 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 several previous capital projects. The City requested and Wallace provided a proposal for construction management and inspection services for the Project for the amount of \$70,068.00. 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, and project closeout. Staff reviewed the proposal and found the scope and fee acceptable.

FISCAL IMPACT

There are adequate funds in the FY 2024/2025 CIP traffic calming project account No. 212-8960-9580 to accommodate Wallace's professional services agreement for an amount not to exceed \$70,068.00.

ATTACHMENTS

1. Resolution
 2. Professional Services Agreement - Hilby Ave TC (NOT SIGNED)
-

Reviewed for Submission to the City Council by:



Greg McDanel, 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 HILBY AVENUE TRAFFIC CALMING IMPROVEMENTS
PROJECT FOR AN AMOUNT NOT TO EXCEED \$70,068.00**

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

WHEREAS, the Project will construct speed cushions, slurry seal, signage and striping on Hilby Avenue from Canyon Del Rey to General Jim Moore Boulevard; and

WHEREAS, the Project bidding documents were released for construction bids on February 20, 2025 and bids were opened on March 13, 2025; and

WHEREAS, Monterey Peninsula Engineering 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 in the amount of \$70,068.00; 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 does hereby authorize the City Manager to execute a Professional Services Agreement with Wallace Group for construction management and inspection services for the Hilby Avenue Traffic Calming Improvements Project for an amount not to exceed \$70,068.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of April, 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
HILBY AVENUE TRAFFIC CALMING IMPROVEMENTS PROJECT
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES**

THIS AGREEMENT, is made and effective April 3, 2025, between the City of Seaside, a municipal corporation ("Agency") and 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 April 3, 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.

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 **Seventy Thousand Sixty Eight Dollars (\$70,068.00)** 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.

CONSULTANT: Wallace Group
A California Corporation

By: _____
Kari E. Wagner, Principal

Date: _____

City of Seaside
A Municipal Corporation

Greg McDanel, City Manager

Date: _____

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

March 10, 2025

Leslie Llantero
440 Harcourt Ave
Seaside, CA 93955

Subject: Construction Management & Inspection Services for the City of Seaside - Hilby Avenue Traffic Calming (City Project No. 212-24-83H)

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 roadway rehabilitation work and traffic calming on Hilby Avenue. The project includes the installation of new traffic calming features such as asphalt speed humps, new roadways signs, and new traffic striping. Following completion of the surface improvements, existing roadway striping will be removed in preparation for micro-surfacing. A Type II Slurry with fiber reinforcement will be installed over a portion of project area from Fremont Blvd to Canyon Del Rey, including performing a crack seal prior. There is also an allowance for Engineer directed dig outs. Five existing roadway signs will be removed and 5 new signs and posts will be installed and one additional sign replaced on an existing pole. The roadway will then be restriped with thermoplastic paint. The City has retained Parametrix / Parisi Transportation Consulting as the Engineer of Record who performed the design and will perform engineering services during construction.

Construction Documents provided are as follows:

- Plans by Parametrix / Parisi (dated 2/20/25, 21 pages)
- Notice, Plans & Special Provisions (dated 2/20/25, 65 pages)

SCOPE OF SERVICES

TASK 1: PRE-CONSTRUCTION SERVICES

We have budgeted a total of 56 hours for administering the pre-construction conference and for processing submittals.

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
- Coordinate and schedule environmental and geotechnical consultants
- Conduct virtual Weekly Progress meetings with contract, City staff, and other involved entities
- Record and distribute meeting minutes
- Coordinate with utility companies and City Staff throughout the project



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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 virtual preconstruction conference after contract NTP and invite attendees: Wallace Group CM Team, Contractor, City staff, Design Team, 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
 - Testing and Materials certification
 - 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 50 working days. We assumed 5 working days for paving and micro-surfacing operations and have budgeted for full time inspection (8 hours/day) on these days. The remaining 45 working days we have budgeted at part time inspection (3 hours/day). We have budgeted an average of 8 hours/week of construction management support.



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/RFIs)

Coordination of Contract Execution

- Determine mobilization schedule in conjunction with project start date
- Finalize Procure 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:
 - Paving Operations
 - Traffic control plans and implementation
 - Construction staging
 - 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
- Coordination with materials testing inspector for compaction and material testing services for material testing of subgrade, base rock, and hot mix asphalt (if deemed necessary by the City)
 - Continuous compaction testing and observation will be performed during paving operations or as warranted
- 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 and Design Engineer 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.)

TASK 4: QA Materials Testing

We have provided an allowance of \$5,000 for Earth Systems to perform materials and compaction testing to verify means and methods for asphalt speed humps and dig outs.

SCHEDULE

The project is currently out to bid with bids due in March 2025. We expect the work to start in April/May 2025 and will continue for 50 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 \$70,068 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:

- Labor Compliance

TO BE PROVIDED BY THE CLIENT

The 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 it 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

TERMS AND CONDITIONS ACCEPTED:

A handwritten signature in blue ink, appearing to read "Zach Teske", written over a horizontal line.

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

Signature

Printed Name

Title

Date

Attachments

Budget Estimate
2025 Standard Rate Sheet

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

EXHIBIT B

Wallace Group Team Resource Estimate for the PP24-8152 City of Seaside - Hilby Ave Traffic Calming CM

PHASE/TASK	TASK DESCRIPTION	Director of Construction Management (Zachary Teske, PE) HRS	Assistant Resident Engineer/Construction Manager (Anthony Lehman) HRS	Prevailing Wage Construction Inspector (Sonil Kim) HRS	Cost	Misc. Direct Costs Cost	TOTAL LABOR HOURS HRS	LABOR \$	TOTAL COST \$
	RATE	\$228	\$180	\$185					
1	Pre-Construction		40	16		\$420	56	\$10,160	\$10,580
2	Construction	2	80	175		\$1,470	257	\$47,231	\$48,701
3	Post-Construction	4	20			\$210	24	\$4,512	\$4,722
4	QA Materials Testing (Earth Systems)				\$ 5,000				
	SUB-TOTALS	6	140	191		\$2,100	337		
	WALLACE GROUP LABOR COSTS	\$1,368	\$25,200	\$35,335					\$61,903
	WALLACE GROUP DIRECT COSTS								\$2,100
	SUBCONSULTANT DIRECT COSTS				\$5,000				\$5,000
	DIRECT COSTS OVERHEAD @							15%	\$1,065
	TOTAL								\$70,068

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.

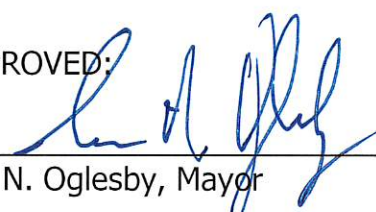
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

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:

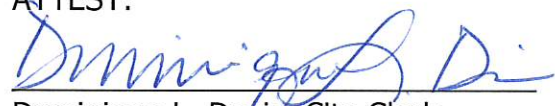
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



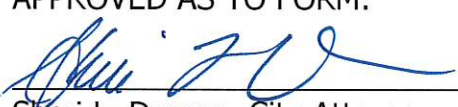
Ian N. Oglesby, Mayor

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.: 9.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Haroon Noori, Administrative Analyst II

DATE: April 3, 2025

SUBJECT: ADOPT A RESOLUTION APPROVING THE 2025-2029 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (AI) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

RECOMMENDATION

Hold public hearing and adopt a resolution approving the 2025-2029 Analysis of Impediments to Fair Housing Choice (AI) for the Community Development Block Grant (CDBG) Program.

BACKGROUND

The City of Seaside is a federal entitlement grant recipient of Community Development Block Grant ("CDBG") from the U.S. Department of Housing and Urban Development ("HUD"). As part of the process to receive funding, the City must undertake preparation of an Analysis of Impediments (AI) to Fair Housing Choice every five (5) years.

The AI identifies impediments to fair housing conditions in which individuals of similar income levels in the same housing market may have housing choice influenced by race, color, ancestry, national origin, religion, age, sex, disability, marital status, familial status, source of income, sexual orientation, or similar factors. The AI reviews public and private policies, practices, and procedures affecting housing choice and recommends actions to address any identified potential impediments.

DISCUSSION

The draft AI has been prepared with assistance from Michael Baker International ("MBI"). Preparation of the AI provides ways and opportunities for the community to:

- Address significant disparities in housing needs;
- Replace segregated living patterns with truly integrated and balanced living environments;
- Combat discrimination;
- Transform racially and ethnically concentrated areas of poverty into areas of opportunities; and
- Maintain compliance with civil rights and fair housing laws.

DOCUMENT ORGANIZATION. This AI report is divided into the following eight chapters:

1. **Introduction** defines "fair housing" and discusses the purpose of the report;
2. **Community Profile** provides an overview of the socio-demographic, income, housing cost and affordability, housing characteristics and accessibilities in the City;
3. **Public Participation** provides detailed information on the engagement process undertaken for the AI including stakeholder, focus groups, and public meetings;
4. **Public Policies** discusses public policies that shape the ability of individuals and households to obtain housing;
5. **Lending Practices** discusses public and private lending practices that shape the ability of individuals and households to obtain housing;
6. **Fair Housing Profile** analyzes current public and private sector fair housing programs and activities, and identifies any findings regarding trends and patterns associated with discriminatory housing practices;
7. **Fair Housing Progress** summarizes the actions and recommendations outlined in the 2019-2024 AI and the City's progress to date; and
8. **Fair Housing Action Plan** presents a set of recommended strategies and action steps to overcome the barriers to fair housing choice identified within the report.

PUBLIC PARTICIPATION. The following Public Participation efforts were undertaken:

- Virtual kick-off meeting on September 10, 2024;
- Two public community forums on September 26 and 27, 2024;
- One-on-one stakeholder interviews;
- Community Needs Assessment Survey (available from August 5, 2024 to November 19, 2024);
- 30-day public review (Thursday, March 6, 2025 to Friday, April 4, 2025); and
- City Council public hearing on April 3, 2025.

BARRIERS TO FAIR HOUSING. The results of the community outreach efforts and

data collection determined the following are barriers to fair housing:

- High cost of housing (rental and homeownership);
- Lack of innovative programs to increase LMI homeownership;
- High cost of development;
- Limited opportunities for affordable senior housing, including those entering the senior age group;
- Overcrowding;
- Lack of accessible units;
- Lack of fair housing education and regulation;
- Lack of outreach regarding affordable housing opportunities and other benefits; and
- Stigmas surrounding affordable housing development and homelessness.

GOALS. As part of the AI planning process, goals and actions were developed consistent with the barriers to fair housing. The following five goals have been developed with associated action steps:

- **Goal 1:** Support the expansion of affordable housing stock;
- **Goal 2:** Foster partnerships with local and regional housing entities;
- **Goal 3:** Support the prevention of housing discrimination and the promotion of fair housing;
- **Goal 4:** Connect residents with local, State, and Federal resources on fair housing and community services that exist but are not fully realized; and
- **Goal 5:** Support homeownership.

NEXT STEPS. The AI report will be used to enhance the 2025-2029 Consolidated Plan with regards to housing issues, needs and recommendations.

FISCAL IMPACT

The City must adopt the AI in order to continue receiving CDBG funding from HUD over the next five years. While future CDBG allocations are currently unknown, the City has received approximately \$350,000 per year over the last 5 years.

ATTACHMENTS

1. Resolution
 2. Public Notice - Draft 2025-2029 AI
 3. Draft City of Seaside Analysis of Impediments 2025-2029
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read 'GMP', is positioned above a horizontal line.

Greg McDanel, City Manager

RESOLUTION NO. 25-
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING FY2025-2029 CITY OF SEASIDE ANALYSIS OF
IMPEDIMENTS TO FAIR HOUSING CHOICE FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, the City of Seaside (City) is a recipient of federal entitlement grant funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program; and

WHEREAS, in order for the City to continue receiving CDBG funding from HUD, it must prepare an Analysis of Impediments to Fair Housing Choice (AI) every five years; and

WHEREAS, the AI report includes an analysis of demographic, socioeconomic, and housing data, assessment of fair housing issues and contributing factors, identification of impediments to fair housing, and recommendations to address those impediments specific to the City; and

WHEREAS, the City has consulted with Michael Baker International for the development of the AI and must submit the AI when requested by HUD; and

WHEREAS, the City allowed for a 30-day public comment period from Thursday, March 6, 2025 to Friday, April 4, 2025; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that the AI, marked "Exhibit A" and made a part hereof, is hereby adopted, and that the City Manager or his designee is hereby authorized to submit the AI to HUD.

APPROVED AND ADOPTED by the City Council of the City of Seaside at a regular meeting duly held on the 3rd day of April 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 Damon, City Attorney

Attachment:

Exhibit "A" – First Substantial Amendment to the FY24/25 Annual Action Plan



CITY OF SEASIDE

NOTICE OF 30-DAY PUBLIC REVIEW AND PUBLIC HEARING

FOR THE DRAFT FY 2025-2029 CITY OF SEASIDE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

Pursuant to the United States Department of Housing and Urban Development (HUD) regulations, the City of Seaside has prepared a Draft 2025-2029 Analysis of Impediments to Fair Housing Choice (AI).

The AI identifies impediments to fair housing, conditions in which individuals of similar income levels in the same housing market may have housing choice influenced by race, color, ancestry, national origin, religion, age, sex, disability, marital status, familial status, source of income, sexual orientation or similar factors. The AI reviews public and private policies, practices and procedures affecting housing choice and recommends actions to address any identified potential impediments.

NOTICE IS HEREBY GIVEN that a copy of the draft AI will be available for public review and comment from March 6, 2025 through April 4, 2025 at the Seaside City Hall, Seaside Public Library, Seaside Fire Station and the Oldemeyer Community Center or downloaded online at www.ci.seaside.ca.us/CDBG.

FURTHER NOTICE IS HEREBY GIVEN that the Seaside City Council will hold a public hearing on the draft AI at the Seaside City Council Chamber on Thursday, April 3, 2025, at 5:00 pm. The City Council meeting can also be watched online via the City's YouTube channel at <https://youtube.com/@CityofSeasideCalifornia> or by joining the Zoom webinar. The Zoom webinar details will be included in the City Council meeting agenda which can be accessed at www.ci.seaside.ca.us/129/City-Council-Committee-Agendas.

PUBLIC COMMENT

Citizens and interested parties are invited to review the draft AI and submit comments by no later than 5pm on Friday, April 4, 2025. Comments may be provided by phone, regular mail, or email via the contact information listed below. The City also encourages the public to attend the City Council public hearing at 5:00 pm on Thursday, April 3, 2025.

Haroon Noori, Administrative Analyst II

City of Seaside

440 Harcourt Avenue

Seaside, CA 93955 Phone: 831-899-6726 | Fax: 831-899-6211

Email: hnoori@ci.seaside.ca.us

CIUDAD DE SEASIDE

AVISO DE REVISIÓN PÚBLICA DE 30 DÍAS Y AUDIENCIA PÚBLICA PARA EL BORRADOR DEL AÑO FISCAL 2025-2029 ANÁLISIS DE LA CIUDAD DE SEASIDE SOBRE LOS IMPEDIMENTOS PARA LA ELECCIÓN DE VIVIENDA JUSTA

De conformidad con las normas del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD), la ciudad de Seaside ha preparado un borrador de Análisis de los impedimentos para la elección de vivienda justa (AI) 2025-2029.

El AI identifica los impedimentos para la elección de vivienda justa, las condiciones en las que las personas con niveles de ingresos similares en el mismo mercado inmobiliario pueden tener la elección de vivienda influenciada por la raza, el color, la ascendencia, el origen nacional, la religión, la edad, el sexo, la discapacidad, el estado civil, el estado familiar, la fuente de ingresos, la orientación sexual o factores similares. El AI analiza las políticas, prácticas y procedimientos públicos y privados que afectan la elección de vivienda y recomienda acciones para abordar cualquier impedimento potencial identificado.

POR EL PRESENTE SE NOTIFICA que una copia del borrador del AI estará disponible para revisión y comentarios públicos desde el 6 de marzo de 2025 hasta el 4 de abril de 2025 en el Ayuntamiento de Seaside, la Biblioteca Pública de Seaside, la Estación de Bomberos de Seaside y el Centro Comunitario Oldemeyer o se podrá descargar en línea en www.ci.seaside.ca.us/CDBG.

POR LA PRESENTE SE DA UN AVISO ADICIONAL de que el Ayuntamiento de Seaside llevará a cabo una audiencia pública sobre el borrador del AI en la Sala del Ayuntamiento de Seaside el jueves 3 de abril de 2025 a las 5:00 pm. La reunión del Ayuntamiento también se puede ver en línea a través del canal de YouTube de la ciudad en <https://youtube.com/@CityofSeasideCalifornia> o uniéndose al seminario web de Zoom. Los detalles del seminario web de Zoom se incluirán en la agenda de la reunión del Ayuntamiento a la que se puede acceder en www.ci.seaside.ca.us/129/CityCouncil-Committee-Agendas.

COMENTARIO PÚBLICO

Se invita a los ciudadanos y a las partes interesadas a revisar el borrador del AI y a enviar comentarios a más tardar a las 5:00 p. m. del viernes 4 de abril de 2025. Los comentarios se pueden enviar por teléfono, correo postal o correo electrónico a través de la información de contacto que se indica a continuación. La Ciudad también alienta al público a asistir a la audiencia pública del Ayuntamiento a las 5:00 pm del jueves 3 de abril de 2025.

Haroon Noori, Analista Administrativo II

Ciudad de Seaside

440 Harcourt Avenue

Seaside, CA 93955

Teléfono: 831-899-6726 | Fax: 831-899-6211

Correo electrónico: hnoori@ci.seaside.ca.us

MONTEREY COUNTY WEEKLY

668 Williams Ave
(831) 394-5656
Seaside, CA 93955

Proof of publication

State of California
County of Monterey

I am a citizen of the
United States and a resident of
the State of California. I am
over the age of 18 years and
not party to or interested in the
above-entitled matter.

I am the principal clerk of
Monterey County Weekly,

a newspaper of general
circulation, published weekly by
Milestone Communications, Inc.
in the City of Seaside,
County of Monterey,

and which newspaper has been
adjudicated a newspaper of
general circulation by the
Superior Court of the County
of Monterey, State of
California; that the notice of
which the annexed is a printed
copy has been published in
each regular and entire issue of
said newspaper and not in any
supplement thereof on the
following dates to wit.

Mar. 6, 2025

I certify (or declare) under
penalty of perjury that the
foregoing is true and correct.

Name.....Linda S. Maccira

Signature.

Linda S. Maccira

Dated Mar. 6, 2025, Monterey, California,

April 3, 2025
City Council Regular Meeting

Item 9A

ADOPT A RESOLUTION APPROVING THE 2025-2029 ANALYSIS OF
IMPEDIMENTS TO FAIR HOUSING CHOICE (AI) FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Attachment

[Draft City of Seaside Analysis of Impediments 2025-2029](#)



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: April 3, 2025

**SUBJECT: AN ORDINANCE TO AMEND CHAPTER 13.24 OF THE
MUNICIPAL CODE TO MODIFY PROCEDURES FOR ALLOCATING
WATER TO DEVELOPMENT PROJECTS**

RECOMMENDATION

Conduct first reading of the ordinance, and hold public hearing.

BACKGROUND

Water Allocations for development projects within the City of Seaside are regulated by Chapter 13.24 of the Municipal Code. As it is presently written, this Chapter proscribes a process whereby the City Council allocates available water within the boundaries of the Monterey Peninsula Water Management District (MPWMD) to specific categories for use. Although the Ordinance does not place any limits on the number or types of categories, there are three categories that are identified within the Ordinance: commercial projects, institutional projects, and accessory dwelling units. The level of detail for the allocation of water within these defined categories varies: there is a great deal of very specific details provided for commercial allocations, while there is very little detail provided for institutional projects. Not all of the categories currently identified by the Council are identified in the Ordinance.

The Ordinance also includes the creation of a water allocation committee, made up of the City Manager, Public Works Director, and Community Development Director. This committee is tasked with prioritizing the use of water and granting water permits.

Under the Ordinance, water allocations must be secured before an application for a development project may be considered.

The proposed Ordinance represents a significant change to the existing Ordinance.

Most significantly, the Ordinance would be rewritten to clarify the procedure that the Council uses to identify development priorities and then establish procedures for the allocation of this water. This would be done via Resolution by the Council, allowing the Council to maintain an active role in establishing how water supplies are managed. In the absence of any adopted program, all requests for a water allocation would be submitted to the City Council for consideration.

Essentially, from a procedural standpoint, the Council would allocate water to specific categories, then would establish procedures for the allocation of water within those categories. This will greatly assist in the processing of applications which have a high volume of small requests (such as ADUs or infill housing projects). Additionally, by establishing procedures, the Council is able to delegate authority to approve water to other entities by defining the criteria under which water would be allocated, and provides assurances to potential applicants that water will be available for those projects. If no review authority is delegated, Council would retain discretion over individual water allocations.

Another significant change is the elimination of all categories from the Ordinance. As noted above, these programs or categories would not necessarily be eliminated, but would instead have their programs defined via Resolution. This provides for more flexibility if changes to programs are desired in the future.

The Ordinance would also redefine the role of the water allocation committee. The committee will still exist, but its role will be as may be provided within the programs adopted by the Council. If those programs include a role for the water allocation committee, then the committee would assume that role. It will also serve as an intermediate appeal body between staff and the City Council if an applicant wishes to appeal a denial of a water allocation.

The Ordinance would also remove references to the MPWMD, allowing for these procedures to be utilized across all three of the City's water service providers (although the programs adopted by the Council in the future likely will vary between the different service areas due to differences regarding the management of allocations by different service providers).

Staff believes that adopting these changes will result in a more efficient, more flexible system that provides the Council with the ability to actively manage the City's water supplies while also providing certainty to applicants seeking water supplies for projects and reducing the time and costs associated with the consideration of these requests.

FISCAL IMPACT

No fiscal impact is associated with this item.

ATTACHMENTS

1. Water Allocation Ordinance 2025-04-03
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read 'G. McDanel', written over a horizontal line.

Greg McDanel, City Manager

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 13.24 OF THE SEASIDE
MUNICIPAL CODE FOR ALLOCATING WATER TO DEVELOPMENT
PROJECTS**

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, the procedures for the allocation for this water is provided in Chapter 13.24 of the Municipal Code; and

WHEREAS, the City Council desires to modify the provisions of Chapter 13.24 to provide for more clarity and flexibility with regards to the allocation of water to various development projects and to also apply these provisions to water allocations from other service providers; and

WHEREAS, the proposed Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines as the proposed changes do not make any changes to the allowable land uses or development regulations at any location within the City.

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

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

SECTION 2. Chapter 13.24 of the Seaside Zoning Ordinance is hereby amended to reflect the changes identified in the attached Exhibit "A."

SECTION 3. If any provision, section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed

and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

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

INTRODUCED at a regular meeting of the City Council of the City of Seaside, State of California, held on the 3rd day of April 2025.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, held on the ___th day of _____ 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 AS TO FORM:

Sheri L. Damon,
City Attorney

Attach: Exhibit "A" – Proposed Ordinance Amendment

Exhibit "A"

Chapter 13.24

WATER ALLOCATION PROGRAM**WATER ALLOCATIONS FOR DEVELOPMENT PROJECTS AND NEW USES**

Sections:

13.24.010 ~~Findings and d~~**Declaration of intent.**

~~13.24.020~~ ~~Water allocation program.~~

~~13.24.0210~~ **Objectives.**

~~13.24.02230~~ **Administration.**

~~13.24.040~~ **Water release permits.**

~~13.24.02350~~ **Water allocation committee.**

~~13.24.024~~ **Applications and scoring.**

~~13.24.025~~ **Water allocation categories.**

~~13.24.0360~~ **Appeals.**

13.24.010 ~~Findings and d~~**Declaration of intent.**

The potential for new water sources on the Monterey Peninsula is extremely limited and that demand for water in the city of Seaside may well exceed capacity within a very short period of time. As a result of the limited availability of water, the need for planned development, and the continuing number of applications for commercial and institutional projects, the city finds it necessary to develop criteria for evaluation of water allocation release requests. This Chapter shall provide the structure for the development, implementation, and modification of programs designed to allocate water to various projects and uses and parties within the City of Seaside.

~~Monterey Peninsula Water Management District (MPWMD) regulations allow for an intensification of water use. As a result, certain commercial and institutional projects which will result in an increase of water use continue to be eligible for permits from the MPWMD. The water used will be deducted from the city of Seaside's current water allocation. All applications for permits must have written approval of the affected jurisdiction.~~

~~The potential for new water sources on the Monterey Peninsula is extremely limited and that demand for water in the city of Seaside may well exceed capacity within a very short period of time. As a result of the limited availability of water, the need for planned development, and the continuing number of applications for commercial and institutional projects, the city finds it necessary to develop criteria for evaluation of water allocation release requests for commercial and institutional properties.~~

~~13.24.020~~ Water allocation program.

~~Notwithstanding any other ordinance, rule, or policy of the city of Seaside, no application for a project which would result in an increase in water use shall be accepted, processed, acted upon, granted, or approved by any officer or employee of the city of Seaside except in conformance with this water allocation program. Approval of the water allocation does not imply recommendations for or approval of any other applications which may be required for the project by the city of Seaside or any other governmental agency having jurisdiction over the project. Projects are required to obtain all other necessary approvals required by the city of Seaside and/or other governmental agencies.~~

13.24.0210 Objectives.

Due to the limited availability of water on the Monterey Peninsula, it is necessary to establish procedures for the allocation of water credits for residential, commercial, and institutional other projects. In order to allocate Seaside's remaining water allocation, this chapter establishes the process by which water is allocated for use. ~~The intent of this program is to allocate water by category and by priorities set by the city council.~~

13.24.02230 Administration.

The City hereby creates its Water Allocation Program. The city council shall have the discretion to allocate and reallocate water and water resources as deemed necessary for the public health, safety, and welfare of the community; ~~and to enhance the fiscal stability of the city; and/or for any other reason it deems to be appropriate.~~ The city recognizes the importance of all categories of projects to the overall development of Seaside. The city also recognizes that as the city develops, and as water availability changes, allocation categories and priorities may change. The city council shall create by Resolution categories of water and shall allocate and reallocate water to each category. The city council may create,

identify or modify sub-categories, such as specific commercial districts or areas, for water allocations dependent upon city priorities and needs ~~deemed necessary to protect the public health, safety and welfare of the community.~~

Upon creation of categories of water, the City Council shall establish, by Resolution, policies and procedures for the allocation of water within the established category. These policies and procedures shall detail the conditions under which water shall be allocated. Within these policies and procedures the City Council may delegate authority for individual projects to City Commissions, staff, and/or the Water Allocation Committee; further, the City Council may adopt separate programs for different geographic areas such as the service areas of water service providers or within specific zoning districts. Specific commercial districts for water allocation will be established by resolution.

If the City Council does not create a program for the allocation of water for a specific category, then allocations of water within that category shall require the approval of the City Council.

13.24.040 Water release permits

Applicants may make a request for a water release permit by submitting a request to the City of Seaside. Requests shall be processed by the community development department. The community development department shall establish forms and procedures consistent with Resolutions adopted by Council to process requests for water allocations from the City. If a review authority which has been delegated with the power to approve or deny a water release permit request determines that the City should deny a request for a water allocation, such determination shall be made in writing and provided to the applicant. Determinations may be appealed in accordance with Section 13.24.060.

13.24.023-050 Water allocation committee.

The city's ~~w~~Water ~~a~~Allocation ~~program~~Committee ~~will be administered by~~shall consist of a three_-members_ committee. The committee will be comprised of one representative each from the community development department, the public works department, and the city manager or ~~their~~his designee. The Water

Allocation Committee shall meet as needed and shall have such duties and powers as shall be provided by Resolution of the City Council.

~~This committee will be charged with prioritizing applications for water allocations. Each project will be evaluated by using the criteria that apply to the specific project category. Projects that are prioritized and ranked highly will also be evaluated in terms of their total request for a specific amount of water. The committee will determine whether the project should be given all the water that has been required or whether the amount should be decreased due to the availability of water.~~

~~The committee will also have the responsibility of making policy recommendations and proposing changes to the water allocation program to the city council. This committee will meet as needed and provide an annual update to the city council.~~

~~Once the committee grants a water release permit for a commercial, industrial or residential use, the applicant must submit a complete application for the appropriate development permit associated with their project within sixty days of the issuance of the water release permit. The applicant must complete all work within twelve months of the date of issuance of a building permit, or for those projects which do not require a building permit, within twelve months of the date of issuance of a permit from the city or other governmental agency with permits the project to commence construction. A request for a time extension, due to a delay in the completion of the project, shall be submitted to the committee in writing for consideration. Failure of an applicant to adhere within the prescribed time limits listed above may result in the water release permit being declared void. Water allocations for voided permits will be returned to the city's overall allocation for redistribution to other applicants.~~

13.24.024 Applications and scoring.

~~The city will accept applications for water on all types of projects. These applications will be kept on file if the city does not have water available for these projects at the time of application, or if the policies of the water purveyors for the city prevent the city from providing water for a certain type of project. An applicant will be allowed to undertake a project that does not intensify water usage.~~

At the discretion of the committee, applications may be retained on file indefinitely if there is the possibility of water being granted for the project in the future. If the committee decides to remove an application from the file, a letter will be sent to the applicant indicating this and giving the reason for this action.

13.24.025 Water allocation categories.

A. Commercial Projects. Water will be allocated for commercial projects until the water allocation established by resolution has been fully allocated, based upon the point system outlined below. The applicant is responsible for providing enough information and documentation for the committee members to determine the scoring as listed below.

1. Projects scoring twenty or more points will be allocated water, if water is available.
2. The committee will have the authority to determine whether a project should be given all water requested or should receive a lesser amount due to the projected availability of water.

Commercial Project Criteria	Determination	Points Received
Revenue Generation Up to \$5,000 = 1 point \$5,001 – \$10,000 = 3 points \$10,001 – \$15,000 = 5 points \$15,001 or more = 7 points	Total: \$XX City's Share Property Tax Revenue 0.18% of \$XX = \$XX City's Share of Sales Tax Revenue 1% of \$XX = \$XX	-
Jobs Creation 1 – 9 part time = 1 point 10 or more part time = 3 points 1 – 9 full time = 5 points 10 or more full time = 7 points	-	-
Projects on Major Thoroughfares All other commercial areas = 1 point Fremont, Broadway, Del Monte = 5 points	-	-

Commercial Project Criteria	Determination	Points Received
Removal of Blight Occupied building, remodel existing structure = 1 point Vacant building, remodel of existing structure = 3 points Occupied building, full demo and redevelopment = 5 points Vacant property, complete redevelopment = 7 points	-	-
Business Retention Seven points will be awarded for projects which, if not approved, would result in the loss of an existing business which generates revenue for the city and/or significant employment.	-	-
Total	-	-

B. Institutional. Institutional projects shall be projects submitted by nonprofit organizations, churches or religious institutions, educational institutions, public and quasi-public facilities. Allocation under this category shall be on a first-come, first-served basis until the total amount of water allocation established by resolution has been allocated. Water allocation approval does not imply recommendations for or approval of the project or its merits. Projects are required to obtain all other necessary approvals as required by the city and any other governmental agency having jurisdiction over the project.

C. Residential Accessory Dwelling Units. Accessory dwelling units are a valuable form of additional housing. Accessory dwelling units are smaller habitable dwellings (up to one thousand two hundred square feet) that may be attached or detached and accessory to a primary dwelling on residentially zoned properties. The city wishes to encourage the development of ADUs as they provide valuable opportunities for property owners and a source of affordable housing.

Water shall be allocated to the residential ADU category for (1) deed-restricted ADUs to low and very low and (2) unrestricted ADUs. Both categories shall be

~~allocated on a first-come, first-served basis until the total amount of water allocation established by resolution has been allocated.~~

~~The residential accessory dwelling units (ADUs) shall retrofit the existing dwellings' water fixtures to high efficiency water fixtures and appliances. The maximum amount of water allocation to be made available in any application for an ADU water release permit shall be established by resolution. The residential accessory dwelling unit (ADU) category shall be required to purchase water release permits at an amount established by resolution, unless the residential unit is deed restricted to provide for rental or use only to persons of low income or very low income as published by the Department of Housing and Urban Development (HUD), inclusive of renters utilizing the Housing Choice Voucher Program (formerly known as "Section 8") for a period of forty-five years.~~

~~Water allocation approval alone does not imply project approval. Projects are required to obtain all other necessary approvals as required by the city and any other governmental agency having jurisdiction over the project.~~

~~If changes made to the existing structure do not intensify the existing use pertaining to water, then no additional water determinations are necessary.~~

~~The total number of ADU units created, including the number of deed-restricted affordable units, will be reported to California Department of Housing and Community Development as part of the required housing element annual progress report.~~

13.24.0360 Appeals.

An applicant may appeal ~~a determination of water usage or~~ the denial of a water release permit by filing a written appeal within ~~ten~~ seven days after notice of the ~~determination or~~ denial by the ~~committee review authority~~ on a form prescribed for that purpose by the city of Seaside. A denial by City staff may be appealed to the water allocation committee; a denial by the water allocation committee may be appealed to the City Council. All required plans, drawings, photos, reductions and other information shall be submitted to the planning division before the appeal form is accepted as complete. A list of required information shall be available in the planning division. The filing fee for an appeal will be identical for the fee to appeal a land use project and is listed in the city's annual adopted fee

schedule. The appeal shall follow the procedures outlined in Chapter 17.76 of the Municipal Code.

~~A complete appeal application shall be filed at least three weeks prior to the proposed date of public hearing. Upon filing a complete written appeal application and payment of fees, the community development director or his/her designee shall place said appeal on the agenda of the city of Seaside city council for hearing. Notice of said hearing shall be given to the applicant by mail at least ten days prior to the hearing date. No other notice need be given.~~

~~At the scheduled public hearing, the city council shall affirm, reverse or modify the decision being appealed. The city council may also remand the matter for reconsideration and further hearings because of a desire for additional information, or due to the submission of new material or evidence not previously considered.~~



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: April 3, 2025

**SUBJECT: ADOPT A RESOLUTION APPROVING THE CODE OF CONDUCT
FOR CITY OF SEASIDE BOARDS AND COMMISSIONS**

RECOMMENDATION

Consider adopting a resolution approving the Boards and Commissions Code of Conduct, which outlines ethical and professional standards of behavior for appointed members and establishes clear procedures for suspension and removal in the event of criminal or other misconduct.

BACKGROUND

At the May 6, 2025, City Council meeting, the Council directed staff to return with a proposed code of conduct that:

- Defines prohibited conduct, including circumstances in which a member is arrested or convicted of a misdemeanor or felony that reflects poorly on the City;
- Provides a method for suspension and subject to removal of members in violation of the code;
- Applies to all members of the City's boards and commissions.

Staff has prepared a comprehensive Boards and Commissions Code of Conduct that provides ethical guidelines, standards for professional behavior, and a disciplinary framework for members of all City-appointed advisory bodies.

Key elements include:

Prohibited Conduct (Section 3)

The policy outlines specific forms of misconduct that warrant disciplinary review,

including:

- Criminal conduct (arrest or conviction for crimes reflecting poorly on the City);
- Unethical behavior;
- Public misconduct;
- Abuse of authority;
- Repeated conflict of interest violations;
- Disrespectful conduct toward City staff or the public;
- Failure to fulfill duties and attendance requirements.

Grounds for Removal (Section 4)

Members may be removed for:

- Conviction of a crime involving moral turpitude or corruption;
- Breach of the code of conduct;
- Failure to attend three consecutive meetings without valid excuse;
- Repeated or egregious violations of conflict of interest rules;
- Official censure by the City Council;
- Violations of City policies including anti-harassment and workplace conduct.

Enforcement and Suspension Procedures (Section 5)

The enforcement process includes:

- Review of allegations by a subcommittee of the City Council and/or the City Manager, depending on severity;
- Temporary suspension from duties pending investigation or adjudication;
- Opportunity for written notice and response from the member;
- Potential outcomes: formal reprimand, censure, or removal by vote of the City Council.

This framework ensures due process while protecting the City's reputation and maintaining accountability.

FISCAL IMPACT

There is no direct fiscal impact associated with adopting this Code of Conduct.

ATTACHMENTS

1. Resolution
 2. City of Seaside Boards and Commissions Code of Conduct
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read 'GMP', is positioned above a horizontal line.

Greg McDanel, City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING A CODE OF CONDUCT FOR MEMBERS OF CITY BOARDS AND COMMISSIONS AND ESTABLISHING GUIDELINES FOR PROHIBITED CONDUCT, SUSPENSION, AND REMOVAL

WHEREAS, the City Council of the City of Seaside recognizes the importance of maintaining the integrity, professionalism, and accountability of members serving on City boards and commissions; and

WHEREAS, the City Council has directed staff to develop a policy that establishes ethical and professional standards of behavior for appointed members and outlines procedures for addressing misconduct, including circumstances involving arrest or conviction of criminal offenses; and

WHEREAS, the proposed City of Seaside Boards and Commissions Code of Conduct defines prohibited conduct, establishes grounds for suspension and removal, and provides due process procedures for investigation and enforcement; and

WHEREAS, the adoption of a formal Code of Conduct promotes transparency, protects public trust, and reflects the City's commitment to high standards of governance;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside as follows:

SECTION 1.

The City of Seaside Boards and Commissions Code of Conduct, attached hereto as Exhibit A, is hereby adopted and shall take effect immediately.

SECTION 2.

All current and future members of City boards and commissions shall be required to sign an acknowledgment confirming that they have received, reviewed, and agreed to comply with the adopted Code of Conduct.

SECTION 3.

Any member found to have violated the Code of Conduct may be subject to reprimand, censure, suspension, or removal, in accordance with the procedures outlined in the policy.

SECTION 4.

The City Clerk is directed to distribute the adopted Code of Conduct to all existing board and commission members and incorporate the policy into onboarding materials for future appointees.

SECTION 5.

This resolution shall be reviewed periodically to ensure the Code of Conduct remains aligned with community standards, legal requirements, and best practices.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of April, 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 Boards and Commissions Code of Conduct

Section 1: Purpose The purpose of this Code of Conduct is to establish guidelines for ethical behavior, professionalism, and accountability for all members serving on the City of Seaside's Boards and Commissions. Members are expected to uphold the highest standards of integrity, act in the best interest of the community, and maintain public confidence in local government.

Section 2: General Standards of Conduct

1. Members shall conduct themselves with professionalism, courtesy, and respect when engaging with fellow members, city officials, staff, and the public.
2. Members shall comply with all applicable local, state, and federal laws, including but not limited to conflict of interest laws, open meeting laws, and public records laws, and/or not obeying lawful orders from a law enforcement officer.
3. Members shall not use their position for personal gain or advantage, nor accept gifts or favors that could create an actual or perceived conflict of interest.
4. Members shall avoid discriminatory, harassing, or retaliatory behavior based on race, color, religion, gender, sexual orientation, national origin, disability, or any other protected class.
5. Members shall maintain confidentiality regarding privileged or sensitive information obtained through their service on the board or commission.

Section 3: Prohibited Conduct

1. **Unethical or Unprofessional Behavior** – Engaging in behavior that is disruptive, offensive, or detrimental to the effectiveness and integrity of the board or commission.
2. **Criminal Conduct** – Any member who is arrested for or convicted of a misdemeanor or felony that reflects poorly on the City of Seaside or compromises their ability to serve, or failure to report/notify the City Clerk of any alleged or substantiated violations of prohibited conduct, shall be subject to removal.
3. **Public Misconduct** – Any public behavior, including but not limited to intoxication, disorderly conduct, harassment, or public altercations, that brings disrepute to the City of Seaside.
4. **Abuse of Authority** – Attempting to exert influence or pressure on city staff, vendors, or other officials outside of the scope of their official duties.
5. **Failure to Disclose Conflicts of Interest** – Engaging in decision-making on matters in which they have a financial or personal interest without proper disclosure.
6. **Disrespectful Conduct** – Use of obscene language, threats, or verbal abuse toward any city official, staff member, or member of the public.
7. **Failure to Fulfill Duties** – Consistently failing to attend meetings, participate in discussions, or complete assignments relevant to their role on the board or commission.

Section 4: Grounds for Removal A member may be removed from a board or commission for any of the following reasons:

1. **Legal Violations** – Conviction of a crime involving moral turpitude, corruption, or other offenses deemed detrimental to the public interest.
2. **Breach of Code of Conduct** – Engaging in any conduct outlined in Section 3 that undermines public trust or the effectiveness of the board or commission.
3. **Non-Attendance** – Failure to attend three consecutive meetings without prior notice or valid excuse.
4. **Conflict of Interest Violations** – Repeated failure to disclose conflicts of interest or recuse oneself from decision-making when required.
5. **Official Censure** – A formal vote of censure by the City Council for conduct unbecoming a public representative.
6. **Failure to Perform Duties** – Inability or unwillingness to effectively perform the responsibilities of the position.
7. **Violation of City Policies** – Breach of any applicable city policies, including anti-discrimination, anti-harassment, and workplace violence policies.

Section 5: Investigation and Enforcement

1. Allegations of misconduct shall be reviewed by a subcommittee of the City Council, and/or the City Manager, as determined by the severity of the allegations.
2. Members under investigation may be suspended from duties pending the outcome of the investigation, and/or adjudication by Court.
3. If misconduct is substantiated, the City Council may issue a formal reprimand, censure, or removal from the board or commission.
4. Members subject to removal shall be provided with written notice and an opportunity to respond before final action is taken.

Section 6: Acknowledgment and Agreement All members of the City of Seaside Boards and Commissions shall sign an acknowledgment indicating they have read, understood, and agreed to abide by this Code of Conduct. Violations of this policy will be addressed accordingly, with disciplinary actions up to and including removal from their appointed position.

By signing below, I acknowledge that I have read, understand, and agree to comply with the City of Seaside Boards and Commissions Code of Conduct.

Name: _____ **Date:** _____

Signature: _____

This Code of Conduct shall take effect immediately upon adoption by the City Council and shall be reviewed periodically to ensure continued alignment with best practices and community standards (Resolution #25-XX, adopted XX/XX/2025).



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: April 3, 2025

**SUBJECT: ADOPT A RESOLUTION AWARDING A CONSTRUCTION
CONTRACT TO MONTEREY PENINSULA ENGINEERING FOR AN
AMOUNT NOT TO EXCEED \$446,046.00 FOR THE HILBY
AVENUE TRAFFIC CALMING IMPROVEMENTS PROJECT**

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the Hilby Avenue Traffic Calming Improvements Project; awarding a construction contract to Monterey Peninsula Engineering for an amount not to exceed \$446,046.00; establishing a 10% construction contingency for a total project construction amount not to exceed \$490,650.60; authorizing the City manager to execute the construction contract and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total project construction amount.

BACKGROUND

On November 21, 2024, the City Council approved to reduce the scope of work for a portion of the Hilby Avenue Traffic Calming Improvement Project. The reduced Project scope will construct the full design on Hilby Avenue from Canyon Del Rey to Fremont Boulevard and reduce the traffic calming measures on Hilby Avenue from Fremont Boulevard to General Jim Moore Boulevard. Traffic calming measures on the reduced portion of Hilby Avenue include 8 speed cushions, red curbing at intersections, center line striping, pavement markings, and signage.

Parametrix revised the construction documents for the reduced scope and completed the Project bid documents. The Project was released for construction bids on February

20, 2025. Two bids were received and opened on March 13, 2025, from the following contractors:

Contractor	Total Base Bid
Monterey Peninsula Engineering	\$446,046.00
Granite Rock	\$453,316.50

The award of the contract is based upon the total Base Bid. Based upon the bids submitted, Monterey Peninsula Engineering (MPE) is the lowest responsive and responsible bidder, with a bid of \$446,046.00. Staff reviewed MPE's bid and determined that the bid is responsive, and the bidder and subcontractors have the necessary qualifications and experience level to satisfactorily perform all work within the project scope.

ENVIRONMENTAL COMPLIANCE

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301: Existing Facilities Class 1 exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alternation of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use.

Evidence: The proposed project would consist of slurry seal pavement treatment, speed bumps, and signage and striping and would not result in an expansion or significant modification of the existing roadway. Therefore, there are no significant activities associated with the Hilby Avenue Traffic Calming Improvements Project.

FISCAL IMPACT

The proposed construction contract with Monterey Peninsula Engineering is for an amount not to exceed \$446,046.00. A construction contingency of 10%, or \$44,604.60 is appropriate for a project of this scope for a total construction amount of \$490,650.60. The Hilby Avenue Traffic Calming Improvements Project was approved in the FY 24/25 Capital Improvement Program. There are sufficient funds in the traffic calming account (212-8920-9600) to execute the construction contract.

ATTACHMENTS

1. Resolution
 2. Construction Contract
 3. Hilby Ave TC Plans
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read 'GMD', is positioned above a horizontal line.

Greg McDanel, City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE PLANS AND SPECIFICATIONS FOR THE HILBY AVENUE
TRAFFIC CALMING IMPROVEMENT PROJECT AND AWARDED A
CONSTRUCTION CONTRACT TO MONTEREY PENINSULA ENGINEERING FOR
AN AMOUNT NOT TO EXCEED \$446,046.00 AND TOTAL CONSTRUCTION COST
INCLUDING CONTINGENCY OF \$490,650.60**

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

WHEREAS, on November 21, 2025, the City Council approved to reduce the scope of work for a portion of Hilby Avenue from Fremont Boulevard to General Jim Moore Boulevard and full design on lower Hilby Avenue between Canyon Del Rey Boulevard to Fremont Boulevard; and

WHEREAS, the Project will install traffic calming features on Hilby Avenue from Canyon Del Rey Boulevard to General Jim Moore Boulevard which includes red curbing, speed cushions, signage, centerline and edgeline striping; and

WHEREAS, the design plans were reduced and the Project bid documents were released for construction bids on February 20, 2025 and bids were opened on March 13, 2025; and

WHEREAS, two bids were received and Monterey Peninsula Engineering was determined to have the lowest responsive and responsible bid in the amount of \$446,046.00; and

WHEREAS, an amount of \$44,650.60 for construction contingency, 10% of the contract value, should be authorized on an as required basis; and

WHEREAS, Monterey Peninsula Engineering has successfully completed similar projects; and

WHEREAS, the Project is categorical exempt per Article 19, section 15301 of CEQA because the project consists of installation of speed cushions, slurry seal pavement treatment, signing and striping improvement and involves negligible or no expansion of use.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve the Plans and Specifications for the Hilby Avenue Traffic Calming Project dated February 20, 2025; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute a construction contract with Monterey Peninsula Engineering for an amount not to exceed \$446,046.00; and

BE IF FURTHER RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute up to an additional 10% contingency for written amendments, extensions, and change orders to the construction contract outlined above such that the total construction value does not exceed \$490,650.60.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of April 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
CONSTRUCTION BID CONTRACT
HILBY AVENUE TRAFFIC CALMING IMPROVEMENTS**

This Agreement, made and concluded in duplicate this 3rd day of April, between the CITY OF SEASIDE, herein referred to as "City", and Monterey Peninsula Engineering, herein referred to as "Contractor".

WITNESSETH:

Article I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City and hereunto annexed, the said Contractor agrees with the said City, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of said City, in accordance with the provisions hereto annexed and also in accordance with the latest applicable General prevailing Wage Rates.

The work to be done is specified in these special provisions and plans, tiled Hilby Avenue Traffic Calming Improvements and dated February 20, 2025, approved by the City Engineer, which said special provisions and plans are made part of this contract.

Article II. The said City hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do the work according to the terms and conditions herein contained and referred to, for the price hereinafter set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Article III. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

Article IV. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Article V. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the said City and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization and Demobilization	LS	1	\$45,000.00	\$45,000.00
2	Traffic Control and Construction Area Signs	LS	1	\$65,000.00	\$65,000.00
3	Water Pollution Control	LS	1	\$19,000.00	\$19,000.00
4	Remove Pavement Delineation and Pavement Markers	LS	1	\$22,500.00	\$22,500.00
5	Remove Asphalt Concrete - Depth of 2"	SF	2600	\$10.00	\$26,000.00
6	Remove Reflective Raised Blue Pavement Markers	EA	14	\$40.00	\$560.00
7	Remove Existing Sign	EA	2	\$100.00	\$200.00
8	Remove Existing Sign Post and Foundation	EA	6	\$1,200.00	\$7,200.00
9	Hot Mix Asphalt (Type A) - Speed Cushions	TON	90	\$770.00	\$69,300.00
10	Slurry Seal Type II	SY	6000	\$9.00	\$54,000.00
11	Pavement Marking - Thermoplastic Yellow	SF	1090	\$11.00	\$11,990.00
12	Pavement Marking - Thermoplastic White	SF	1315	\$11.00	\$14,465.00
13	Pavement Marking - Paint White	SF	110	\$8.00	\$880.00
14	Pavement Striping - Thermoplastic Yellow	LF	6084	\$4.00	\$24,336.00
15	Pavement Striping - Thermoplastic White	LF	2483	\$4.00	\$9,932.00
16	Pavement Striping - Paint White	LF	70	\$2.50	\$175.00
17	Red Curb Paint	LF	2730	\$2.00	\$5,460.00
18	Raised Reflective Pavement Markers	EA	14	\$56.00	\$784.00
19	Install New Sign on Existing Sign Post	EA	1	\$224.00	\$224.00
20	Install Sign on New Post and Foundation	EA	5	\$616.00	\$3,080.00
21	Crack Seal	LF	2720	\$8.00	\$21,760.00
22	Asphalt Pavement Digouts	SF	2600	\$17.00	\$44,200.00
TOTAL					\$446,046.00

Article VI. - Assignment. The Contractor shall not assign any of his duties, responsibilities or obligations without prior written consent from the City.

Article VII. Indemnity. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, City and any and all of City's boards, officers, employees, agents, assigns, and successors in interest, from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the work performed by Contractor under this agreement. Without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances

where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Article VIII. Insurance. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Explosion, collapse or underground hazard (XCU)
- Products and completed operations
- Pollution liability
- Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$4,000,000 per occurrence and aggregate.

Article IX. - Legal Action. Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

Article X. - Notices. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY OF SEASIDE
Thomas Korman, City Engineer
440 Harcourt Avenue
Seaside, CA 93955

Monterey Peninsula Engineering
P.O. Box 400
Marina, CA 93933

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CITY OF SEASIDE

by: _____
Greg McDanel, City Manager

Date _____

CONTRACTOR

by: _____
Peter J. Taormina, Manager

Date _____

Licensed in accordance with an act providing for the registration of Contractors. License No. 972425

April 3, 2025
City Council Regular Meeting

Item 10B

ADOPT A RESOLUTION AWARDED A CONSTRUCTION CONTRACT TO
MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED
\$446,046.00 FOR THE HILBY AVENUE TRAFFIC CALMING IMPROVEMENTS
PROJECT

Attachment 1

[Hilby Ave TC Plans](#)

Attachment 2

[Hilby Ave TC Specifications](#)



CITY OF SEASIDE STAFF REPORT

Item No.: 10.C.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: April 3, 2025

**SUBJECT: CONSIDER RESOLUTIONS TO MAKE CHANGES TO THE CITY'S
WATER ALLOCATION TABLE AND ESTABLISH PROGRAMS FOR
THE ALLOCATION OF WATER FOR RESIDENTIAL INFILL
PROJECTS AND ACCESSORY DWELLING UNITS**

RECOMMENDATION

Adopt the attached Resolutions

BACKGROUND

The City Council has the ability to allocate water to various categories and to create programs for the allocation of this water. The Resolutions attached to this Report would:

- 1) Modify the City's water allocation table to include water for infill residential development and create a program for the allocation of water to infill residential development projects; and
- 2) Revise the City's current water allocation for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs).

Infill Development

Infill development refers to development of "primary use units" (including single-family and multi-family dwelling units but excluding ADUs and JADUs) on existing lots of record. This includes the development of vacant lots as well as the expansion or remodel of existing homes.

With regards to vacant lots, the proposed rules would allow for the development of single-family homes that may utilize up to 10.1 fixture units (equivalent to 0.101 acre-feet per year). This is sufficient water to build a two-bathroom home with a clothes washer; however, this water could be allocated as desired by the developer (being used, for example, for additional sinks instead of the second bathroom), although high-efficiency fixtures would be required and utilizing the water for swimming pools or utility sinks would be prohibited. For development of multifamily projects, units would receive an average of 8.1 fixture units (0.081 AFY) per unit to encourage a mix of one and two-bathroom units. These units would also be required to utilize high-efficiency fixtures; swimming pools and utility sinks would be prohibited.

The water could also be used for remodels and expansions of existing single family homes. In order to be eligible, the same limit of 10.1 fixture units (0.101 AFY) would apply, which is sufficient for a two-bathroom home with a washing machine. However, the property owner would be able to allocate the water among various fixtures as they deem appropriate, subject to the same requirement that high-efficiency fixtures be installed and that the water may not be used to install or enlarge a swimming pool or install a utility sink. Use of the water for the expansion or remodel of existing multifamily dwellings would not be permitted (except as described in the next paragraph).

An additional provision would allow for 1 fixture unit to be provided for any unit (single-family or multi-family) that does not presently have a clothes washer so that a high-efficiency clothes washer may be installed. In this scenario, the property owner would not be required to replace any existing fixtures with high-efficiency fixtures. This would be a stand-alone program and could not be used in conjunction with the programs described above.

The City has maintained a wait list for residents and property owners with an interest in obtaining water. This list goes back to 1999. This program would be available only to those properties on the wait list for the first six months of the program to provide them an opportunity to submit applications first. After six months, the program shall be available to the general public on a first-come, first-served basis.

The development of this program would remove a significant impediment to the construction of housing within the City of Seaside. However, the ongoing Cease-and-Desist Order (CDO), which prohibits the installation of new water meters, would still be a barrier to development. Staff will continue to explore possible ways that lots of record that do not presently have adequate meters may be developed.

Since the current water allocation table does not include a category for residential infill development, this Resolution would also modify the water allocation table by transferring 3 AFY from the Unallocated Reserve and 1 AFY from the ADU category to a new Residential Infill category with 4 AFY available.

ADUs and JADUs

ADUs and JADUs represent the most efficient method for the creation of new units, as they require the least amount of additional water when compared to other residential projects. This is partly due to their small size, but is primarily due to the fact that nearly every ADU or JADU is built on a lot with an existing unit. Those units are currently required to upgrade the plumbing fixtures within the existing dwelling as a condition of receiving water; these upgrades result in fixture credits which offset the water allocation needed to permit the unit. For example, the minimum amount of water needed by an ADU or JADU without a clothes washer is 5.3 fixture units, and 6.3 fixture units with a clothes washer. However, the historical average allocation needed for an ADU or JADU is only 3.2 fixture units, with the remaining water coming from retrofits.

The proposed program would seek to maximize that efficiency by ensuring that every property has the ability to install at least one ADU or JADU. For lots with single-family dwellings, it essentially provides that in any situation where the retrofit of fixtures is insufficient to build a one-bathroom ADU with a clothes washer, the City would make up the difference to enable the construction of the ADU or JADU. In order to maximize the number of units which can be generated under this program, the City would only provide water to support the installation of one bathroom.

For multifamily units, this program would essentially provide water if fixture retrofits provide only a partial allocation for an ADU unit. For example, if retrofits to existing units provided 15 fixture units, and each ADU required 6.3 fixture units, then 2 ADUs could be constructed with 2.4 fixture units left over. In this case, the property owner would be eligible to obtain up to 3.9 fixture units from the City, allowing them to construct one more unit than they would otherwise be able to.

This would replace the City's current program which allows for 6.8 fixture units of water for each proposed ADU or JADU. The current program creates financial incentives to construct larger ADUs with multiple bathrooms, as once the water is allocated it can be reallocated elsewhere on the property. Since a bathroom represents a significant amount of the water allocation necessary to construct a unit, and given that water supplies are limited, staff recommends maximizing the number of units which can be built, even if that means that those units will tend to be smaller as a result.

FISCAL IMPACT

No fiscal impact is associated with this item.

ATTACHMENTS

1. Resolution Residential Infill Water 2025-04-03
-

2. Exhibit A Residential Infill Water 2025-04-03
 3. Exhibit B Residential InFill Water 2025-04-03
 4. Resolution Revised ADU Water Allocation Program 2025-04-03
 5. Exhibit A Revised ADU Water Allocation Program 2025-04-03
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 25-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
PRIORITIZING SEASIDE'S WATER ALLOCATION WITHIN THE CALIFORNIA
AMERICAN WATER COMPANY SERVICE AREA AND ADOPTING A WATER
ALLOCATION PROGRAM FOR RESIDENTIAL INFILL DEVELOPMENT**

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, the City Council previously allocated this water into various categories through Resolution 25-36 on March 6, 2025; and

WHEREAS, the City Council wishes to use a portion of this water to support residential infill development of existing lots of record; and

WHEREAS, the City Council therefore wishes to adopt the attached program establishing parameters for the allocation of water for infill development, create a new water allocation category for that use, and allocate water for residential infill development.

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

BE IT FURTHER RESOLVED that the City Council hereby adopts the program attached hereto as Exhibit "B" to establish parameters under which water may be allocated for residential infill development.

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 3rd day of April, 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

Exhibit "B" –Water Allocation Program for Residential Infill Development

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	-	-	2.0	2.000
Campus Town Offsite Affordable Housing	Cal Am Service Area	-	-	2.0	2.000
Affordable Housing - RHNA	Cal Am Service Area	-	-	6.5	6.500
Residential Infill	Cal Am Service Area	-	-	4.0	4.000
Unallocated Reserve	Unallocated	0.469	-	0.5	0.969
Public Credit		-	1.043	-	1.043
Total		12.656	1.043	21.000	34.699

Exhibit “A”

City of Seaside Water Allocation Program for Residential In-Fill Development

April 3, 2025

This Water Allocation Program for Residential Infill Development (the “Program”) applies to requests for a water allocation from the City of Seaside to support the development of existing residential sites within the California American Water Company (Cal Am) service area. Water for Accessory Dwelling Units (ADUs) or Junior Accessory Dwelling Units (JADUs) is covered under a separate program and the provisions of this Program are inapplicable to those units. This Program shall not apply to properties located within the service areas of the Seaside Municipal Water Company or the Marina Coast Water District.

Processing and Allocation

If the proposed project requires an Architectural Review as described in Section 17.62.030 of the Municipal Code, water credits shall be tentatively reserved at the time of application for an Architectural Review. If no Architectural Review is required, water credits for a project shall be tentatively reserved at the time of Building Permit submittal. These credits shall be held in reserve while the application(s) remain active. Applications that are withdrawn or have expired shall lose any water reservation, although a new application may be submitted if water supplies remain available. Water reservations shall be made on a first-come, first served basis, except that during the first six months following the date of establishment of this Program eligibility shall be limited to those on the existing wait list maintained by the community development department as of the date of establishment of this Program.

Requests for water credits shall be reviewed by the community development department, and water credits shall be issued by the community development department at the time of Building Permit issuance. The City shall have the right to recover any issued credits if the project is not pursued to completion. A Certificate of Occupancy shall be required in order to finalize the allocation of water.

Water credits may not be transferred from one property to another. If the project is transferred from one owner to another owner, the water credits will persist with the project until the project is allocated water or the application becomes inactive as described herein

The community development department shall be responsible for tracking the total amount of water allocated under this Program and is authorized to pause the allocation of additional water if it appears that insufficient water remains to support additional projects.

The Zoning Administrator shall have the authority to enact such practices as deemed necessary and appropriate for the implementation of this Program, and to make

interpretations regarding the provisions of this Program and how they may apply to individual circumstances.

All references to water allocations, water fixtures, and fixture units shall be interpreted in a manner consistent with current water allocation programs established by MPWMD.

Eligibility for new Single-Family Dwellings (SFDs)

- a) Water for new Single-Family Dwellings (SFDs) on vacant lots of record may be provided as follows:
 - 1. Each SFD may receive up to a maximum of 10.1 fixture units (0.101 acre-feet per year [AFY]) of water. Water allocations may only be applied to the SFD and to no other purpose.
 - 2. Unused water credits from one unit may not be transferred to another unit (for example, if a unit utilizes only 9.1 fixture units of water, the additional fixture unit may not be transferred elsewhere).
 - 3. Water credits shall only be available to those units which are actually built (for example, if one unit is built on two lots of record, a total of 10.1 fixture units shall be available for that unit).
 - 4. If a vacant lot of record is large enough that it may be subdivided in such a manner that all resultant lots containing residential units meet the minimum lot size requirements which are specified in Section 17.12.050 of the Seaside Municipal Code, then each resultant lot shall be eligible to receive a full water allocation once subdivided.
- b) Water may be allocated for expansions, remodels, or replacement of existing SFDs, provided that the total amount of water for which a Single-Family Dwelling (including both existing and proposed fixtures) shall be eligible is 10.1 fixture units (0.101 AFY). All existing fixtures, including fixtures installed utilizing MPWMD's second bathroom protocol program, shall count towards this total.
- c) All proposed fixtures installed shall be high-efficiency or ultra-high efficiency fixtures, as appropriate, including ultra-high-efficiency toilets (UHET), high-efficiency clothes washers (HECW), and high efficiency dishwashers. Existing fixtures within the SFD shall be retrofitted to these standards as well.
- d) Notwithstanding the above, an SFD which does not possess a clothes washer and has not previously received a water allocation under this Program may receive one fixture unit (0.01 AFY) for the installation of an HECW without the need to retrofit existing fixtures.
- e) Fixtures which would be eligible for MPWMD's second bathroom protocol program are not eligible to receive water under this Program.

- f) Water credits may not be used for the installation or enlargement of swimming pools or the installation of utility sinks. Existing swimming pools shall not count towards the 10.1 fixture unit per unit maximum for expansion, remodel, or replacements.
- g) Prior to Building Permit issuance, the applicant shall demonstrate either the existence at the property of a water meter, adequately sized for the proposed dwelling and available for use, or shall provide substantial evidence that necessary approvals have been obtained so as to allow for the installation of a water meter within 12 months of the issuance of a Building Permit.
- h) For the purposes of this Section, a “vacant lot of record” shall consist of land which has not been occupied by any dwelling unit within the past ten years.
- i) For the purposes of this Section, a “Single-Family Dwelling” shall include townhomes or residential project in which only one primary unit is located on a lot of record, but shall not apply to condominiums or other airspace subdivisions (which shall be classified as Multi-Family Dwellings).

Eligibility for Multi-Family Dwellings (MFDs)

- a) Water for new Multi-Family Dwellings (MFDs) on vacant sites may be provided an allocation of 8.1 fixture units (0.081 AFY) of water. This water may be divided among the units as desired by the developer.
- b) Expansions, remodels, or replacement of existing MFDs will not be eligible to receive additional water, except that units which do not have an existing clothes washer may receive one fixture unit (0.01 AFY) in order to install a clothes washer.
- c) All fixtures installed shall be high-efficiency or ultra-high efficiency fixtures, as appropriate, including ultra-high-efficiency toilets (UHET), high-efficiency clothes washers (HECW), and high efficiency dishwashers.
- d) Clothes washers, if provided, shall be provided equally to all units within a development. .
- j) Water credits may not be used for the installation of swimming pools or utility sinks.
- e) Water credit allocations in excess of 0.5 AFY shall require approval of the water allocation committee. When determining whether to allocate water to a particular project, the water allocation committee may take into consideration such factors as the timing of construction of the project. The water allocation committee may place shorter timelines for action on projects receiving in excess of 0.5 AFY to ensure that water credits are available for projects with short implementation

timelines. Decisions of the water allocation committee may be appealed to the City Council.

- f) Prior to Building Permit issuance, the applicant shall demonstrate either the existence at the property of a water meter, adequately sized for the proposed development, or shall provide substantial evidence that necessary approvals have been obtained so as to allow for the installation of a water meter within 12 months of the issuance of a Building Permit.
- g) For the purposes of this Section, a “vacant site” is a legal lot of record or multiple lots of record (or any portion thereof) occupied by the proposed multifamily development which has not been occupied by any dwelling unit within the past ten years. Units shall be determined to be a part of the same development if they share or make use of common facilities such as parking, open space, property management, etc and/or do not have clearly defined boundaries or fences between the units.

RESOLUTION NO. 25-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE ADOPTING
A WATER ALLOCATION PROGRAM FOR ACCESSORY DWELLING UNITS AND
JUNIOR ACCESSORY DWELLING UNITS**

WHEREAS, Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units ("JADUs") are a critical form of infill development that can be affordable and offer important housing choices for property owners; and

WHEREAS, affordable housing is a priority in the city and ADUs and JADUs provide housing opportunities for low income and very low income renters; and

WHEREAS, the City Council previously allocated five acre-feet of the City's water allocation to support the construction of ADUs and JADUs, and has recently increased this allocation; and

WHEREAS, on November 19, 2020, the Seaside City Council adopted Resolution 20-102 establishing a maximum water allocation of 6.8 fixture units per ADU or JADU; and

WHEREAS, the City Council desires to modify the procedures for the allocation of water for future projects in order to support a greater number of ADUs throughout the City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby adopts the Water Allocation Program for Accessory Dwelling Units and Junior Accessory Dwelling Units, attached as Exhibit "A," which replaces the program established by Resolution 20-102.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 3rd day of April, 2025, by the following vote:

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

APPROVED:

ATTEST:

Ian N. Oglesby, Mayor
City of Seaside

Dominique Davis, City Clerk

City of Seaside Water Allocation Program for Accessory Dwelling Units and Junior Accessory Dwelling Units

April 3, 2025

This Water Allocation Program for Accessory Dwelling Units and Junior Accessory Dwelling Units (the “Program”) applies to requests for a water allocation from the City of Seaside to support the development of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) within the California American Water Company (Cal Am) service area. This Program shall not apply to properties located within the service areas of the Seaside Municipal Water Company or the Marina Coast Water District.

Applicability

This Program shall be inapplicable to projects for which a Building Permit was submitted on or before June 30, 2022 and for which those Permits are still active. It shall also be inapplicable to those 28 properties which were notified of water availability in February 2025, provided that Building Permit applications are submitted to the City of Seaside no later than May 31, 2025, property eligibility is confirmed by planning staff, and the project is pursued to completion. Applications meeting these criteria shall be subject to the provisions set forth in Resolution 20-102. All other applications for ADUs or JADUs shall be subject to the provisions set forth herein.

Processing and Allocation

Water credits for a project shall be tentatively reserved at the time of Building Permit submittal. These credits shall be held in reserve while the application remains active. Applications that are withdrawn or have expired shall lose any water reservation, although a new application may be submitted if water supplies remain available. Water reservations shall be made on a first-come, first served basis.

Requests for water credits shall be reviewed by the community development department, and water credits shall be issued by the community development department at the time of Building Permit issuance. The City shall have the right to recover any issued credits if the project is not pursued to completion. A Certificate of Occupancy shall be required in order to finalize the allocation of water.

The community development department shall be responsible for tracking the total amount of water allocated under this Program and is authorized to pause the allocation of additional water if it appears that insufficient water remains to support additional projects.

The Zoning Administrator shall have the authority to enact such practices as deemed necessary and appropriate for the implementation of this Program, and to make interpretations regarding the provisions of this Program and how they may apply to individual circumstances.

All references to water allocations, water fixtures, and fixture units shall be interpreted in a manner consistent with current water allocation programs established by MPWMD.

Eligibility for Properties with Single-Family Dwellings (SFDs)

Water for an ADU or JADU on properties containing an existing or proposed SFD shall be allocated based upon the following criteria:

- a) Water credits obtained from retrofits from the primary unit shall be applied first before any City allocation for the purpose of applying credits for the ADU or JADU. The City may provide a water allocation to make up the difference between the water made available from retrofits and the fixtures identified below.
- b) Water allocations may be made available to support the development of ADUs or JADUs. These water allocations may be used to support the installation of the following fixtures within an ADU or JADU on each property:
 - a. One Washbasin OR Two Washbasins in a Master Bathroom;
 - b. One Ultra-High Efficiency Toilet (UHET);
 - c. One of the following: a tub, a shower, or a tub with a shower head;
 - d. One Kitchen Sink with a High-Efficiency Dishwasher; and
 - e. One High-Efficiency Clothes Washer (HECW).
- c) All toilets, dishwashers, and clothes washers in the existing SFD on the property shall be upgraded to a minimum efficiency rating of UHET, High-Efficiency Dishwasher, and HECW respectively and as defined by the Monterey Peninsula Water Management District. Any existing utility sinks must be removed.

Eligibility for Properties with Multi-Family Dwellings (MFDs)

Water for an ADU on properties containing an existing MFD shall be allocated based upon the following criteria:

- a) Water credits obtained from retrofits from the primary units shall be applied first for the purpose of applying credits for the ADU or JADU. The City may provide a water allocation to make up the difference between the water made available from retrofits and the fixtures identified above from any fractional unit (ie a leftover credit insufficient to support the development of an additional unit) created from the retrofit of existing units. In the event that the credits generated divide into a fixed number of units with no remainder, no water will be available.
- b) Water allocations may be made to support the development of ADUs on a property containing an MFD. This water allocation may be used to include the following fixtures within the ADU:

- a. One Washbasin OR Two Washbasins in a Master Bathroom;
- b. One UHET;
- c. One of the following: a tub, a shower, or a tub with a shower head; and
- d. One Kitchen Sink with a High-Efficiency Dishwasher.

In addition, a water credit may be provided for one HECW provided that either of the following is true:

- a. The HECW is located within the individual ADU unit and cannot be accessed by other units; or
 - b. The property has an existing legally-established common laundry facility that is available to all of the existing units on the property which would be available for use by occupants of the ADU.
- c) All existing toilets, dishwashers, and clothes washers in existing units on the property shall be upgraded to a UHET, High-Efficiency Dishwasher, and HECW, respectively. Additionally, clothes washers located in a shared laundry facility shall be upgraded to HECWs.
- d) Projects shall be ineligible to receive City water if any existing clothes washers in units or laundry facilities are removed.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.D.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Samantha Alcaraz, Human Resources Director/Risk Manager

DATE: April 3, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN INCREASE TO THE
CITY ATTORNEY ANNUAL SALARY TO \$266,872.00 AND
AMENDMENT OF THE FY 2024-2025 BUDGET**

RECOMMENDATION

Adopt a resolution authorizing the City Attorney's annual salary increase to \$266,872.00 and authorization for the Finance Director to amend the 2024-2025 Fiscal Year Budget.

BACKGROUND

City Attorney Sheri Damon's employment contract was approved on September 19, 2019, and Ms. Damon was appointed as City Attorney on January 1, 2020. The contract was amended in 2022 by Resolution 22-144 to increase the salary to \$228,096.00 per year. In addition, the contract agreement was to increase automatically the percentage granted to other management employees as long as the automatic adjustment did not exceed the cost of living. The Employment Agreement provides that the City may adjust the City Attorney's salary at a regularly held meeting.

The City Attorney currently makes \$228,096.00 per year. This amendment will include a fifteen percent (15%) increase that was granted to other management employees for 2022-2024 and not provided to Ms. Damon and an additional two percent (2%) salary increase for 2025 CPI, for a total of seventeen percent (17%). This amendment will bring the City Attorney's annual salary to \$266,872.00 per year. The increase in salary and amendment of the contract shall be effective January 1, 2025. Otherwise, the contract previously amended in 2022 will remain the same.

FISCAL IMPACT

This item will require a budget adjustment for FY 2024-2025 in the amount of \$27,811.72.

ATTACHMENTS

1. Department Director Compensation Plan 2022
 2. 22-144 Authorizing an increase in the City Attorneys salary and providing for a cost of living adjustment
 3. Resolution_City Attorney Salary Increase
 4. Exhibit A_Employment Agreement 2019
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

City of Seaside
Executive Managers Compensation Plan
Effective July 1, 2022

- A. APPLICATION:** This Compensation Plan applies to the City's at-will Executive Management classifications.
- a. Assistant City Attorney
 - b. Assistant City Manager
 - c. Assistant to the City Manager
 - d. Chief Building Official
 - e. Community Development Director
 - f. Deputy City Manager – Admin Services
 - g. Economic Development Director
 - h. Finance Director
 - i. Fire Chief
 - j. Human Resources Director
 - k. Human Resources Director / Risk Manager
 - l. Police Chief
 - m. Public Works Director / City Engineer
 - n. Recreation Director

B. SALARY:

1. General Salary Adjustments:

- a. Effective the pay period beginning July 9, 2022, all members will receive a 4% salary increase.
- b. Effective the first day of the first pay period in January 2023, all members will receive a 3% salary increase. This salary increase is contingent on bargaining unit members agreeing to pick up 3% of the City's CalPERS contribution.
- c. Effective the first day of the pay period in July of 2023, all members will receive a 4% salary increase.
- d. Effective the first day of the pay period in July of 2024, all members will receive a 4% salary increase.

2. Equity Adjustments:

Effective the first pay period in January of 2023, 2024, and 2025, positions that were 5% behind the market or more, will receive 1/3 of the increase needed to bring the position in alignment with the market. (Attachment 1).

3. LONGEVITY PAY:

- a. Employees with five or more years of continuous City service shall receive 2.5% longevity pay.
- b. Employees with ten or more years of continuous City service shall receive an additional 2.5% longevity pay (5% total).
- c. Employees with fifteen or more years of continuous City service shall receive an additional 2.5% longevity pay (7.5% total).

City of Seaside
Executive Managers Compensation Plan
July 1, 2022

4. Performance Pay:

The City Manager is authorized to grant up to a 7.5% increase to Directors who exceed expectations in the achievement of established performance goals and objectives. This gives the City Manager flexibility in setting salaries consistent with performance. (Special Compensation CCR 571(a) Incentive Pay.)

- C. UNIFORM ALLOWANCE:** The Police and Fire Chiefs will receive a uniform allowance of \$37.38 per pay period.

D. RETIREMENT:

a. Miscellaneous Classifications:

i. Tier 1 - CalPERS 2% @ 55

1. Eligibility: Employees determined by CalPERS to be "classic members."
2. Employee Contribution: Directors will pay the 7.0% employee contribution to PERS.
3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

ii. Tier 2 - CalPERS 2% @ 62 Plan

1. Eligibility: Employees determined by CalPERS to be "new members."
2. Employee Contribution: Directors will pay 50% of the normal cost as determined annually by CalPERS.
3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

iii. PARS Supplemental Retirement Plan:

1. Eligibility: Miscellaneous directors hired by the City on or before June 30, 2010.
2. Plan: The City will provide the PARS .5% at 55 supplemental retirement plan with credit for prior CalPERS and City service.
3. Contribution: The City pays the entire contribution.

City of Seaside
Executive Managers Compensation Plan
July 1, 2022

b. Fire Chief:

i. Tier 1 - CalPERS 2% @ 50

1. Eligibility: Fire employees determined by CalPERS to be “classic members.”
2. Employee Contribution: The Chief will pay the 9.0% employee contribution to PERS.
3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer’s contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

ii. Tier 2 - CalPERS 2.7% @ 57 Plan

1. Eligibility: Employees determined by CalPERS to be “new members.”
2. Employee Contribution: The employee will pay 50% of the normal cost as determined annually by CalPERS.
3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer’s contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

c. Police Chief:

i. Tier 1 – CalPERS 3% @ 50

1. Eligibility: Employees hired by the City prior to July 1, 2010,
2. Employee Contribution: The Chief will pay the 9.0% employee contribution to PERS.
3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer’s contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

ii. Tier 2 - CalPERS 3% @ 55

1. Eligibility: Police employees determined by CalPERS to be “classic members.”
2. Employee Contribution: The Chief will pay the 9.0% employee contribution to PERS.

**City of Seaside
Executive Managers Compensation Plan
July 1, 2022**

3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.
- iii. Tier 2 - CalPERS 2.7% @ 57 Plan
 1. Eligibility: Employees determined by CalPERS to be "new members."
 2. Employee Contribution: The employee will pay 50% of the normal cost as determined annually by CalPERS.
 3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.
- d. The City provides the PERS 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.
 - e. Deferred Compensation: The City will pay up to \$200 per month to the ICMA deferred compensation program for each Director who makes a matching contribution.

E. MEDICAL, DENTAL, VISION INSURANCE

- a. Medical Contributions:
 - i. MCSIG PPO \$40 (70/30 Plan).

The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.
 - ii. MCISG PPO \$25 (80/20 Plan).

Directors electing to participate in the MCSIG PPO \$25 (80/20 Plan) will pay the difference between the City's contribution for the PPO \$40 Plan and the PPO \$25 Plan premium.
 - iii. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.

New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO \$40 plan and the PACE

**City of Seaside
Executive Managers Compensation Plan
July 1, 2022**

Plan premium.

- iv. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.

The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

- b. Dental and Vision Contributions: The City will contribute towards the cost of Director's dental and vision insurance as follows:

Dental

Employee Only:	\$44.80
Employee + Spouse:	\$92.90
Employee + Children:	\$102.74
Employee + Family:	\$150.85

Vision

Employee Only:	\$5.35
Employee + 1:	\$5.78
Employee + Family:	\$13.12

- i. Annual Premium Adjustments: The City and the Director will split the cost of any increase or decrease to the premium on a 50/50 basis.
- c. Retiree Medical:
 - i. Eligibility: Only employees hired by the City on or before June 30, 2010, are eligible for City-paid retiree medical insurance.
 - ii. Notwithstanding the requirements of the City's Health and Welfare Plan to be eligible for retiree medical coverage, and subject to available coverage under the City's plan, the City shall pay the employee's (not dependents) cost of medical insurance in an amount not to exceed the monthly premium for the City's insurance plan for retirees who retire on regular service or disability retirement until age 65 or until the retiree becomes eligible for Medicare, whichever comes first.
 - iii. Employee may cover dependents by paying the additional monthly premium.
 - iv. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount

City of Seaside
Executive Managers Compensation Plan
July 1, 2022

not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.

- v. Employees must have ten years of continuous service with the City, have been hired by the City on or before June 30, 2010, and be at least 50 years of age to receive this benefit.
 - vi. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.
- d. Life Insurance: The City will provide term life insurance for all Directors in the amount of two times the Director's annual salary.
- e. Long-Term Disability: The City shall pay the cost of a long-term disability program.
- f. IRS Section 125 Plan: The City shall make available an Internal Revenue Service Code Section 125 Plan for unreimbursed medical and dependent care expenses. The annual maximum is set by the IRS.
- g. Wellness Program:
- i. Health Club / Workout Subscription service Membership: The City will pay up to \$45 per month towards an employee membership at a health club or workout subscription service upon submission of receipt of contract to the Finance Division. The City will process dues by payroll deduction if administratively feasible.

The preapproved workout subscription services are Peloton, Obe Fitness, Apple Fitness Plus, Mirror, and Daily Burn. The Human Resources Director / Risk Manager is authorized to approve reimbursement for other subscription services with the emphasis placed on robust platforms that offer a variety of classes, fitness tracking, and live programming. Denial of a member's request for reimbursement for a service not listed above is not subject to the grievance procedure.

- ii. City Recreation Facilities: Directors and their families will have use of City Recreation facilities at no cost.

**City of Seaside
Executive Managers Compensation Plan
July 1, 2022**

F. LEAVE BENEFITS:

a. Vacation

- i. Accrual Rates: The regular accrual rate shall be:

Years of Service	Accrual Rate per year
Up to 4	10 days
5 – 9	15 days
10 – 14	17 days
15 – 19	20 days
20 – 24	21 days
25 +	25 days

- ii. Vacation Upon Termination: Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.
- iii. Maximum Accumulation: Employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March.
- iv. The City will allow Directors to cash out 40 hours of accumulated accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

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- v. Accumulation during OJI Leave: An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.
 - vi. No Interruption of Accumulation: No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.
- b. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability
- i. Accrual: Each Director shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.
 - ii. Sick Leave Use: Sick leave may be used for the illness/injury of family members and all other permissible uses under state law.
 - iii. Bereavement Leave: Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use an additional 16 hours of sick leave to extend said leave.
- c. On-The-Job Injury (OJI) Leave:
- i. Police and Fire Chiefs: The Chiefs shall be entitled to on-the-job injury leave in accordance with Section 4850 of the California Labor Code.
 - ii. Miscellaneous Directors: Whenever a non-safety Director is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.
 - iii. Temporary Disability Benefits: The Director shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted, an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.
 - iv. Use of Accumulated Leaves: Once OJI and/or LC 4850 leave have been exhausted, accumulated leaves may be used to supplement temporary

City of Seaside
Executive Managers Compensation Plan
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disability payments.

- v. Leave Accrual: A Director on leave of absence under this section will continue to accumulate sick leave and vacation leave.

d. Management Leave

- i. Annual Accrual: Directors shall earn 40 hours of management leave per calendar year. All management leave on the books as of December 31st shall be cashed out in the 1st pay period of March.
- ii. Additional Leave: The City Manager shall have the authority to grant sixteen (16) hours of management time leave to Directors at his/her discretion.
- iii. Management Leave Payoff: On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of management leave (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of management leave the employee irrevocably elected to cash out in the prior year. However, if the employee's management leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has on the books at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of cashing out all management leave hours that are on the books at the end of the any calendar year.

e. Administrative Leave

- i. Directors shall earn forty (40) hours, non-cumulative, non-reimbursable administrative leave per calendar year.

f. Holidays: All employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Nineteenth day of June (Juneteenth)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)

City of Seaside
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- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

g. Jury Duty:

- i. Jury Duty: The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule also applicable to those employees serving on the Grand Jury.

G. TUITION REIMBURSEMENT:

- a. Executive Managers wishing to obtain a Masters' or Doctorate Degree are eligible to receive reimbursement for tuition and book expenses up to \$3,000 per fiscal year.
- b. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the Human Resources Department indicating the specific courses and credits completed, together with receipts and transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Department.

H. Termination of Employment; General Release; Severance:

- a. This is an at-will position, as defined by City of Seaside Municipal Code Section 2.44.030. Nothing herein shall be interpreted to prevent, limit or otherwise interfere with ability of the City to terminate the services of a Department Director with or without cause. There is no express or implied promise to any Department Director for any form of continued employment.
- b. If the City terminates a Department Director without cause while she / he is still willing and able to perform the duties of their position, City shall pay that Director a lump sum equal to six (6) months of the Director's then current salary and will continue to pay the Director's medical, dental, and vision premiums at the employee only level during this six-month period.
- c. At the City Manager's discretion, a Police Chief or Fire Chief terminated without cause, may be eligible for up to an additional six (6) months of "Leadership Transition Pay." The Chief must be willing and able to provide

City of Seaside
Executive Managers Compensation Plan
July 1, 2022

transitional assistance to the incoming leadership and will be expected to sign a general release of claims and enter into an agreement regarding hours, work assignment, expectations, etc. The Leadership Transition Pay will be paid to ensure the seamless transition of leadership to guarantee the public's safety is not at risk. This pay will be paid monthly, be considered "final settlement pay," and will terminate sooner than six months if the Chief retires or is hired by another employer.

- d. As used herein, "cause" shall mean any of the following:

Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which, in the determination of the City Council, is likely to have a materially adverse impact on the City or the Director's reputation;

Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4, or of moral turpitude;

Repeated failure to carry out a directive or directives of the City Manager; or

Any grossly negligent action or inaction by the Director that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates City's properly-established rules or procedures.

- e. The Department Director may resign from her / his employment at any time, upon giving thirty (30) days written notice to the City Manager, or earlier, upon mutual agreement of the parties. In the event of resignation, the Director shall not be entitled to any additional compensation or payment, including severance, but shall be entitled to any outstanding salary, accrued vacation, and any other accrued and unused benefits according to any applicable Personnel Rules or other policies and procedures.

RESOLUTION NO. 22-144

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
MODIFYING THE CITY ATTORNEY'S EMPLOYMENT CONTRACT AND
AMENDING THE 2022-2023 BUDGET**

RECITALS

- A. On or about September 19, 2019, the City of Seaside ("CITY") and Sheri L. Damon ("EMPLOYEE") entered in an Employment Agreement.
- B. On or about December 2, 2021, Resolution No. 21-124 amended the Employment Contract to reflect a salary adjustment to \$211,200.00 and to provide other management benefits.
- C. Section 1 C. of the Employment Agreement allows for modification of the agreement by written mutual agreement by CITY and EMPLOYEE.
- D. CITY and EMPLOYEE wish to modify the Employment Agreement, attached as Exhibit A, dated September 19, 2019 as amended by Resolution 21-124 as set forth below.

NOW, THEREFORE, BE IT RESOLVED that effective December 1, 2022 the City Council of the City of Seaside:

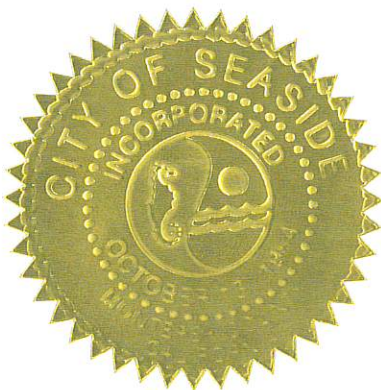
- A. Hereby modifies the City Attorney's Employment Agreement as follows:
 - 1. SECTION 3A.1. The provisions referring to monthly wage and annual salary shall be modified to reflect an annual salary of Two Hundred twenty-eight thousand and ninety-six dollars (\$228,096.00) beginning December 1, 2022.

The City Attorney's compensation may be increased automatically at the percentage granted to other management employees at the same time as such adjustment is provided to the City Manager. In accordance with Government Code section 3511.2, in no event shall any automatic adjustment exceed the cost of living.

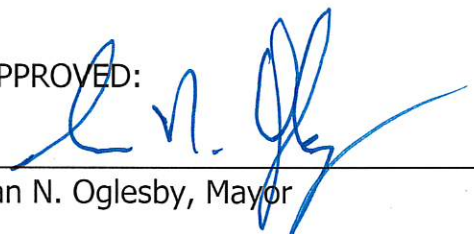
B. Further directs the Finance Director to amend the 2022-2023 Budget to reflect the updated costs.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of November, 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

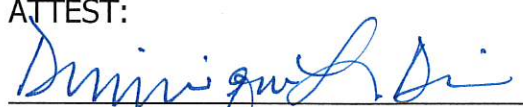


APPROVED:



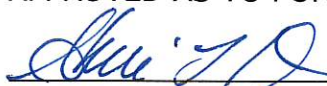
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney

EXHIBIT A

**CITY OF SEASIDE CITY ATTORNEY
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 19th day of September, 2019, between SHERI DAMON (hereinafter "DAMON") and the City of Seaside, a municipal corporation of the State of California, and other related entities of the City of Seaside (hereinafter "CITY"), collectively hereinafter referred to as "PARTIES", and is based on the following facts:

- A. CITY requires the services of a City Attorney to assist the CITY on a full-time basis to provide legal advice and consultation on all matters relating to the normal day-to-day business of CITY to the City Council, City Manager, agencies, boards, commissions, committees, and officers of CITY and as requested by the City Council or the City Manager.
- B. DAMON is willing and qualified to provide such services due to her experience, training, and education.

NOW THEREFORE, it is hereby mutually agreed by and between the PARTIES as follows:

SECTION 1. TERM, UNDERSTANDING, AMENDMENT

- A. The term of this Agreement shall commence upon the signature of both PARTIES and continue unless terminated pursuant to SECTION FOUR of this Agreement. DAMON agrees to begin work as City Attorney on December 28, 2019.
- B. The PARTIES recognize and affirm that:
 - 1. DAMON is an "at-will" employee whose employment may be terminated by the City Council without cause; and
 - 2. There is no express or implied promise made to DAMON for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between DAMON and CITY.
- C. The PARTIES may, upon mutual consent and agreement, amend the terms of this Agreement. No amendment shall be in effect unless it has been reduced to writing and approved by DAMON and the City Council.
- D. DAMON will be evaluated by the City Council after her first six (6) months from the effective date of this contract and after that at least annually. The City Council and DAMON will agree upon a set of goals and objectives to be obtained for each review period and as part of each performance evaluation DAMON shall submit a written statement of accomplishments for the preceding period, and planned work objectives for the forthcoming period, to the City Council prior to the performance evaluation meeting.

SECTION 2: DUTIES

- A. CITY agrees to employ DAMON as City Attorney of the CITY to perform the functions and duties specified in the ordinances and resolutions of CITY and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign.
- B. DAMON may, with consent of the City Council, directly contract for administrative assistance for the City Attorney's office in an amount not to exceed \$50,000.
- C. DAMON is authorized to monitor and direct all outside legal counsel and in matters where either the CITY or DAMON feel effective representation requires special legal counsel, DAMON has the authorization to select, engage and monitor special legal counsel in consultation and at the direction of the City Council.
- D. DAMON shall perform all duties in accordance with the highest professional and ethical standards of the profession and shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders established by CITY.
- E. DAMON shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this agreement and annually thereafter, DAMON must complete disclosure forms required by law.
- F. DAMON shall not, without the City Council's prior written consent, render to others services of any kind for compensation or engage in any other activity that would materially interfere with her performance of her duties under this Agreement. By execution of this contract, the City Council explicitly consents that DAMON may provide legal services to others that do not conflict, or appear to conflict, with her legal or ethical duties to the CITY. DAMON may continue her employment relationships with In Shape Health Clubs and 24 Hour Fitness to teach group fitness classes.
- G. DAMON agrees to diligently carry out the work to be done under this Agreement and understands that in the performance of this Agreement, DAMON'S availability and responsiveness are critical.
- H. DAMON represents that she has the professional skills necessary to perform, and that she will perform, the services in a skillful and professional manner.

SECTION 3: COMPENSATION FOR SERVICES PERFORMED

In return for performing the duties and responsibilities outlined in this Agreement, CITY agrees to compensate DAMON as provided herein:

A. SALARY:

1. CITY shall pay a monthly wage of \$16,000 per month gross pay. The sum shall be \$192,000 annual salary. This position is exempt under the Fair Labor and Standards Act

(FLSA) and therefore DAMON will not be paid overtime compensation for any hours worked in excess of forty (40) hours per week. Payments for performance of services rendered will occur on a bi-weekly basis at the same time as regular employees of the City. Taxes and other legally required deductions will be deducted from DAMON'S compensation under this agreement.

2. It is recognized that DAMON must devote a great deal of time outside normal business hours to the business of CITY, and to that end DAMON will be allowed to take reasonable compensatory time off as she shall deem appropriate during normal business hours. However, it is the intent of the City Council that DAMON customarily maintains normal CITY business hours. DAMON may undertake limited consulting, teaching, writing or other such opportunities outside normal business hours, so long as the opportunities in no way conflict with her employment as City Attorney and are preceded by written notice to the City Council.

B. SALARY ADJUSTMENT:

CITY may adjust DAMON'S salary at a regularly scheduled meeting of the City Council.

C. SUPPLEMENTAL BENEFITS:

1. CITY shall provide the same type and extent of health, hospitalization, surgical, vision, dental and comprehensive medical insurance benefits for DAMON and her dependents as provide to CITY'S other Executive Management employees as such benefits may be amended from time to time.

2. CITY shall make a matching contribution to DAMON's deferred compensation plan in the amount of \$166.67 per month (\$2,000 annually).

3. DAMON will accrue sick leave and vacation time on a bi-weekly basis at the same rate as the CITY'S Executive Management employees.

4. DAMON shall receive forty (40) hours of management leave annually to be paid to DAMON at her option.

5. DAMON will receive forty (40) hours of administrative leave annually. Administrative leave has no cash value and must be used within the calendar year earned or it is lost.

6. Upon resignation or termination of DAMON will be compensated for any accrued vacation time and management leave on the books on the date of termination or resignation.

7. CITY shall provide DAMON long-term disability coverage. DAMON shall pay any employee contribution at the same level as other management employees.

8. CITY shall provide DAMON with term life insurance in the amount of two (2) times DAMON'S annual salary including all increases in DAMON'S base salary. DAMON shall pay any employee contribution at the same level as other management employees.
9. CITY shall enroll DAMON in the "2% at 55" CalPERS retirement system plan and shall make the employer contributions. DAMON shall pay any employee contribution at the same level as other management employees.
10. CITY agrees to pay for reasonable city-related business expenses incurred by DAMON in accordance with CITY policy.
11. CITY agrees to furnish DAMON with a computer, smartphone, and software for her use in performance of her job-related activities.
12. CITY shall pay or reimburse such professional licenses, dues, subscriptions and memberships to such organizations or agencies as DAMON shall determine necessary to maintain professional relationships in appropriate national, regional, state and local associations as deemed desirable for continued professional growth, advancement and benefit to CITY.
13. CITY shall encourage attendance at the League of California Cities City Attorney conferences and participation in other City Attorney organizations and shall pay or reimburse DAMON for continuing legal education.
15. With these exceptions all other actions taken by CITY relating to benefits for executive management employees shall be considered actions granting the same benefits to DAMON. As used herein benefits include, but are not limited to, paid holidays, retirement benefits and payments, health insurance, vision insurance, dental insurance and life insurance.

SECTION 4: RESIGNATION, TERMINATION AND SEVERANCE

- A. DAMON may resign at any time upon providing CITY with at least thirty (30) days advance written notice of the effective date of her resignation. Upon receipt of such notice from DAMON, CITY may determine in its sole discretion that DAMON'S service shall be continued for an additional thirty (30) days to adequately transition any ongoing work to CITY'S new permanent or interim City Attorney. DAMON shall during such continuation period perform sufficient work pursuant to the terms and conditions of this Agreement in order to provide for an orderly transition. In the event DAMON terminates this Agreement prior to one year, DAMON shall only be entitled to compensation for the services performed up to the date of such termination, it being understood that any payments are full compensation for the services rendered under this Agreement.
- B. The City Council may at any time terminate DAMON upon thirty (30) days advance written notice.
- C. In the event DAMON is terminated by the CITY during such time DAMON is willing and able to perform the duties of City Attorney, then in that event, CITY agrees to pay DAMON

at the time of receipt of her last paycheck a lump sum cash payment equal to four (4) months of aggregate salary beginning on January 1, 2020, to increase by one (1) month annually to a maximum of six (6) months. Following termination, the City will continue to provide and pay for the benefits set forth in Section 3, Paragraph 1, for the same number of months as the term of the severance pay. However, in the event Employee is terminated because of his/her malfeasance in office, gross misconduct, conviction for a felony, or conviction for an illegal act involving personal gain to Employee, then Employer shall have no obligation to pay the termination benefits.

- D. In the event DAMON is terminated for cause, or terminated without cause during her first six months from the effective date of this contract, the City shall have no obligation to pay the severance as set forth in paragraph C above.
- E. Any deliberations and decision by CITY regarding the termination of DAMON'S services shall be made in closed session in accordance with the Ralph M. Brown Act. Except where DAMON is charged with or alleged to have committed criminal misconduct or acts involving moral turpitude, if CITY has decided to terminate DAMON'S services CITY shall provide DAMON the opportunity to resign in lieu of being terminated, and the parties shall cooperate regarding public announcements regarding DAMON'S separation from CITY.
- F. If a breach of contract is declared by either CITY or DAMON written notice of the breach shall be delivered to the parties as set forth in SECTION 11 of this Agreement, and there shall be a thirty (30) day "cure period" from the date of delivery of said notice for CITY or DAMON to remedy the breach.

SECTION 5: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Council, by Resolution, shall fix any other terms and conditions of employment as it may determine from time to time relating to the performance of DAMON provided such terms and conditions are not inconsistent with provisions of this Agreement or law.

SECTION 6: INSURANCE

DAMON shall maintain minimum automobile insurance coverage of: (a) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per person, THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) per any one occurrence; and (b) property damage coverage in an amount not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per occurrence.

SECTION 7: CONFLICT OF INTEREST

DAMON, by executing this Agreement, certifies that at the time DAMON signs this Agreement, and for the duration of same, DAMON does not and will not perform services for any other client which would create a conflict, or the appearance of a conflict, whether monetary or otherwise, as between the interests of CITY hereunder, and the interests of such other client.

SECTION 9: ASSIGNMENT

The City Council is entering into this Agreement in consideration of the personal rendition of the services of DAMON, and DAMON shall not assign any of the duties, responsibilities, or obligations of this Agreement except with the express written consent of the City Council.

SECTION 10: MISCELLANEOUS PROVISIONS

- A. WAIVER: The acceptance of any services or the payment of any money by CITY shall not operate as a waiver of any provision hereof, or of any right to damages or indemnity stated herein. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
- B. MODIFICATION: No waiver or modification of this Agreement is valid unless made in writing and signed by all parties.
- C. SEVERABILITY: In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable the remaining provisions shall not be affected.
- D. ENTIRE AGREEMENT: This Agreement sets forth the entire understanding between the parties.
- E. HEADINGS: Paragraph headings are used for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.
- F. ATTORNEYS FEES AND VENUE: Should any party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.
- G. CHOICE OF LAW: This Agreement is governed by and to be construed in accordance with the laws of the State of California.
- H. CONFIDENTIALITY: DAMON agrees to maintain in confidence and not disclose to any person, firm, governmental entity, or corporation, without CITY'S prior written consent, any trade secret or confidential information. The covenants contained in this section shall survive the termination of this Agreement for whatever cause.
- I. ARMS LENGTH NEGOTIATIONS: This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654) or legal decision that would require interpretation of the ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties in this Agreement.

- J. INDEMNIFICATION & DUTY TO DEFEND: Except as otherwise permitted, provided, limited or required by law, including without limitation California Government Code Sections 825, 995, and 995.2 through 995.8, the City will defend and pay any costs and judgments assessed against DAMON arising out of an act or omission by DAMON occurring in the course and scope of DAMON'S performance of her duties under this Agreement, except for civil, criminal or administrative actions solely and recklessly initiated by DAMON. However, in the event CITY provides funds for legal criminal defense pursuant to this section and terms of the Government Code, DAMON shall reimburse the CITY for such legal criminal defense funds if DAMON is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 - 53243.4.

SECTION 11: NOTICES

Any notice given under this Agreement shall be in writing and considered given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follow:

Mayor
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SHERI DAMON
618 Swanton Road
Davenport, California 95017

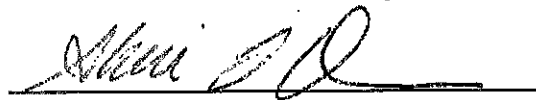
With an email copy provided to sldamon@icloud.com

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

CITY OF SEASIDE

By:


Ian N. Oglesby, Mayor


SHERI DAMON

ATTEST


Lesley Milton-Rerig
Assistant City Manager/City Clerk

RESOLUTION NO. 25- XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZE AN INCREASE TO THE CITY ATTORNEY'S ANNUAL SALARY AND
PROPOSED CHANGE TO THE BUDGET OF THE CITY OF SEASIDE FOR THE FISCAL
YEAR 2024-2025**

WHEREAS, THE City of Seaside entered in an Employment Agreement on or about September 19, 2019 with Sheri L. Damon; and

WHEREAS, On or about December 2, 2022, Resolution No. 22-144 amended the Employment Contract to reflect a salary adjustment to \$228,096.00 and to provide other management benefits and increases; and

WHEREAS, Section 1 C. of the Employment Agreement allows for modification of the agreement by written mutual agreement by City and Employee; and

WHEREAS, the City Council of the City of Seaside has conducted the mid-year review and authorizes the Finance Director to make adjustment necessary for the proposed change to the FY 2024-2025 Annual Budget.

WHEREAS, the City Council is required to approve changes to the 2023-2024 Operating Budget by resolution.

NOW THEREFORE BE IT RESOLVED,

A. The City Council of the City of Seaside modifies the City Attorney's Employment Agreement as follows:

1. SECTION 3A.1. The provision referring to monthly wage and annual salary shall be modified to reflect an annual salary of Two Hundred sixty-six thousand eight hundred seventy-two (\$266,872) beginning January 1, 2025. The City Attorney's compensation may be increased automatically at the percentage granted to other management employees at the same time as such adjustment is provided to the City Manager. In accordance with Government Code section 3511.2, in no event shall any automatic adjustment exceed the cost of living.

B. Further directs the Finance Director to amend the 2024-2025 Budget to reflect the updated salary increase.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Seaside duly held on the 3rd day of April 2025 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

EXHIBIT A

**CITY OF SEASIDE CITY ATTORNEY
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 19th day of September, 2019, between SHERI DAMON (hereinafter "DAMON") and the City of Seaside, a municipal corporation of the State of California, and other related entities of the City of Seaside (hereinafter "CITY"), collectively hereinafter referred to as "PARTIES", and is based on the following facts:

- A. CITY requires the services of a City Attorney to assist the CITY on a full-time basis to provide legal advice and consultation on all matters relating to the normal day-to-day business of CITY to the City Council, City Manager, agencies, boards, commissions, committees, and officers of CITY and as requested by the City Council or the City Manager.
- B. DAMON is willing and qualified to provide such services due to her experience, training, and education.

NOW THEREFORE, it is hereby mutually agreed by and between the PARTIES as follows:

SECTION 1. TERM, UNDERSTANDING, AMENDMENT

- A. The term of this Agreement shall commence upon the signature of both PARTIES and continue unless terminated pursuant to SECTION FOUR of this Agreement. DAMON agrees to begin work as City Attorney on December 28, 2019.
- B. The PARTIES recognize and affirm that:
 - 1. DAMON is an "at-will" employee whose employment may be terminated by the City Council without cause; and
 - 2. There is no express or implied promise made to DAMON for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between DAMON and CITY.
- C. The PARTIES may, upon mutual consent and agreement, amend the terms of this Agreement. No amendment shall be in effect unless it has been reduced to writing and approved by DAMON and the City Council.
- D. DAMON will be evaluated by the City Council after her first six (6) months from the effective date of this contract and after that at least annually. The City Council and DAMON will agree upon a set of goals and objectives to be obtained for each review period and as part of each performance evaluation DAMON shall submit a written statement of accomplishments for the preceding period, and planned work objectives for the forthcoming period, to the City Council prior to the performance evaluation meeting.

SECTION 2: DUTIES

- A. CITY agrees to employ DAMON as City Attorney of the CITY to perform the functions and duties specified in the ordinances and resolutions of CITY and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign.
- B. DAMON may, with consent of the City Council, directly contract for administrative assistance for the City Attorney's office in an amount not to exceed \$50,000.
- C. DAMON is authorized to monitor and direct all outside legal counsel and in matters where either the CITY or DAMON feel effective representation requires special legal counsel, DAMON has the authorization to select, engage and monitor special legal counsel in consultation and at the direction of the City Council.
- D. DAMON shall perform all duties in accordance with the highest professional and ethical standards of the profession and shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders established by CITY.
- E. DAMON shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this agreement and annually thereafter, DAMON must complete disclosure forms required by law.
- F. DAMON shall not, without the City Council's prior written consent, render to others services of any kind for compensation or engage in any other activity that would materially interfere with her performance of her duties under this Agreement. By execution of this contract, the City Council explicitly consents that DAMON may provide legal services to others that do not conflict, or appear to conflict, with her legal or ethical duties to the CITY. DAMON may continue her employment relationships with In Shape Health Clubs and 24 Hour Fitness to teach group fitness classes.
- G. DAMON agrees to diligently carry out the work to be done under this Agreement and understands that in the performance of this Agreement, DAMON'S availability and responsiveness are critical.
- H. DAMON represents that she has the professional skills necessary to perform, and that she will perform, the services in a skillful and professional manner.

SECTION 3: COMPENSATION FOR SERVICES PERFORMED

In return for performing the duties and responsibilities outlined in this Agreement, CITY agrees to compensate DAMON as provided herein:

A. SALARY:

1. CITY shall pay a monthly wage of \$16,000 per month gross pay. The sum shall be \$192,000 annual salary. This position is exempt under the Fair Labor and Standards Act

(FLSA) and therefore DAMON will not be paid overtime compensation for any hours worked in excess of forty (40) hours per week. Payments for performance of services rendered will occur on a bi-weekly basis at the same time as regular employees of the City. Taxes and other legally required deductions will be deducted from DAMON'S compensation under this agreement.

2. It is recognized that DAMON must devote a great deal of time outside normal business hours to the business of CITY, and to that end DAMON will be allowed to take reasonable compensatory time off as she shall deem appropriate during normal business hours. However, it is the intent of the City Council that DAMON customarily maintains normal CITY business hours. DAMON may undertake limited consulting, teaching, writing or other such opportunities outside normal business hours, so long as the opportunities in no way conflict with her employment as City Attorney and are preceded by written notice to the City Council.

B. SALARY ADJUSTMENT:

CITY may adjust DAMON'S salary at a regularly scheduled meeting of the City Council.

C. SUPPLEMENTAL BENEFITS:

1. CITY shall provide the same type and extent of health, hospitalization, surgical, vision, dental and comprehensive medical insurance benefits for DAMON and her dependents as provide to CITY'S other Executive Management employees as such benefits may be amended from time to time.

2. CITY shall make a matching contribution to DAMON's deferred compensation plan in the amount of \$166.67 per month (\$2,000 annually).

3. DAMON will accrue sick leave and vacation time on a bi-weekly basis at the same rate as the CITY'S Executive Management employees.

4. DAMON shall receive forty (40) hours of management leave annually to be paid to DAMON at her option.

5. DAMON will receive forty (40) hours of administrative leave annually. Administrative leave has no cash value and must be used within the calendar year earned or it is lost.

6. Upon resignation or termination of DAMON will be compensated for any accrued vacation time and management leave on the books on the date of termination or resignation.

7. CITY shall provide DAMON long-term disability coverage. DAMON shall pay any employee contribution at the same level as other management employees.

8. CITY shall provide DAMON with term life insurance in the amount of two (2) times DAMON'S annual salary including all increases in DAMON'S base salary. DAMON shall pay any employee contribution at the same level as other management employees.
9. CITY shall enroll DAMON in the "2% at 55" CalPERS retirement system plan and shall make the employer contributions. DAMON shall pay any employee contribution at the same level as other management employees.
10. CITY agrees to pay for reasonable city-related business expenses incurred by DAMON in accordance with CITY policy.
11. CITY agrees to furnish DAMON with a computer, smartphone, and software for her use in performance of her job-related activities.
12. CITY shall pay or reimburse such professional licenses, dues, subscriptions and memberships to such organizations or agencies as DAMON shall determine necessary to maintain professional relationships in appropriate national, regional, state and local associations as deemed desirable for continued professional growth, advancement and benefit to CITY.
13. CITY shall encourage attendance at the League of California Cities City Attorney conferences and participation in other City Attorney organizations and shall pay or reimburse DAMON for continuing legal education.
15. With these exceptions all other actions taken by CITY relating to benefits for executive management employees shall be considered actions granting the same benefits to DAMON. As used herein benefits include, but are not limited to, paid holidays, retirement benefits and payments, health insurance, vision insurance, dental insurance and life insurance.

SECTION 4: RESIGNATION, TERMINATION AND SEVERANCE

- A. DAMON may resign at any time upon providing CITY with at least thirty (30) days advance written notice of the effective date of her resignation. Upon receipt of such notice from DAMON, CITY may determine in its sole discretion that DAMON'S service shall be continued for an additional thirty (30) days to adequately transition any ongoing work to CITY'S new permanent or interim City Attorney. DAMON shall during such continuation period perform sufficient work pursuant to the terms and conditions of this Agreement in order to provide for an orderly transition. In the event DAMON terminates this Agreement prior to one year, DAMON shall only be entitled to compensation for the services performed up to the date of such termination, it being understood that any payments are full compensation for the services rendered under this Agreement.
- B. The City Council may at any time terminate DAMON upon thirty (30) days advance written notice.
- C. In the event DAMON is terminated by the CITY during such time DAMON is willing and able to perform the duties of City Attorney, then in that event, CITY agrees to pay DAMON

at the time of receipt of her last paycheck a lump sum cash payment equal to four (4) months of aggregate salary beginning on January 1, 2020, to increase by one (1) month annually to a maximum of six (6) months. Following termination, the City will continue to provide and pay for the benefits set forth in Section 3, Paragraph 1, for the same number of months as the term of the severance pay. However, in the event Employee is terminated because of his/her malfeasance in office, gross misconduct, conviction for a felony, or conviction for an illegal act involving personal gain to Employee, then Employer shall have no obligation to pay the termination benefits.

- D. In the event DAMON is terminated for cause, or terminated without cause during her first six months from the effective date of this contract, the City shall have no obligation to pay the severance as set forth in paragraph C above.
- E. Any deliberations and decision by CITY regarding the termination of DAMON'S services shall be made in closed session in accordance with the Ralph M. Brown Act. Except where DAMON is charged with or alleged to have committed criminal misconduct or acts involving moral turpitude, if CITY has decided to terminate DAMON'S services CITY shall provide DAMON the opportunity to resign in lieu of being terminated, and the parties shall cooperate regarding public announcements regarding DAMON'S separation from CITY.
- F. If a breach of contract is declared by either CITY or DAMON written notice of the breach shall be delivered to the parties as set forth in SECTION 11 of this Agreement, and there shall be a thirty (30) day "cure period" from the date of delivery of said notice for CITY or DAMON to remedy the breach.

SECTION 5: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Council, by Resolution, shall fix any other terms and conditions of employment as it may determine from time to time relating to the performance of DAMON provided such terms and conditions are not inconsistent with provisions of this Agreement or law.

SECTION 6: INSURANCE

DAMON shall maintain minimum automobile insurance coverage of: (a) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per person, THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) per any one occurrence; and (b) property damage coverage in an amount not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per occurrence.

SECTION 7: CONFLICT OF INTEREST

DAMON, by executing this Agreement, certifies that at the time DAMON signs this Agreement, and for the duration of same, DAMON does not and will not perform services for any other client which would create a conflict, or the appearance of a conflict, whether monetary or otherwise, as between the interests of CITY hereunder, and the interests of such other client.

SECTION 9: ASSIGNMENT

The City Council is entering into this Agreement in consideration of the personal rendition of the services of DAMON, and DAMON shall not assign any of the duties, responsibilities, or obligations of this Agreement except with the express written consent of the City Council.

SECTION 10: MISCELLANEOUS PROVISIONS

- A. WAIVER: The acceptance of any services or the payment of any money by CITY shall not operate as a waiver of any provision hereof, or of any right to damages or indemnity stated herein. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
- B. MODIFICATION: No waiver or modification of this Agreement is valid unless made in writing and signed by all parties.
- C. SEVERABILITY: In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable the remaining provisions shall not be affected.
- D. ENTIRE AGREEMENT: This Agreement sets forth the entire understanding between the parties.
- E. HEADINGS: Paragraph headings are used for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.
- F. ATTORNEYS FEES AND VENUE: Should any party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.
- G. CHOICE OF LAW: This Agreement is governed by and to be construed in accordance with the laws of the State of California.
- H. CONFIDENTIALITY: DAMON agrees to maintain in confidence and not disclose to any person, firm, governmental entity, or corporation, without CITY'S prior written consent, any trade secret or confidential information. The covenants contained in this section shall survive the termination of this Agreement for whatever cause.
- I. ARMS LENGTH NEGOTIATIONS: This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654) or legal decision that would require interpretation of the ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties in this Agreement.

- J. INDEMNIFICATION & DUTY TO DEFEND: Except as otherwise permitted, provided, limited or required by law, including without limitation California Government Code Sections 825, 995, and 995.2 through 995.8, the City will defend and pay any costs and judgments assessed against DAMON arising out of an act or omission by DAMON occurring in the course and scope of DAMON'S performance of her duties under this Agreement, except for civil, criminal or administrative actions solely and recklessly initiated by DAMON. However, in the event CITY provides funds for legal criminal defense pursuant to this section and terms of the Government Code, DAMON shall reimburse the CITY for such legal criminal defense funds if DAMON is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 - 53243.4.

SECTION 11: NOTICES

Any notice given under this Agreement shall be in writing and considered given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follow:

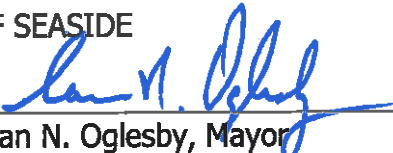
Mayor
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SHERI DAMON
618 Swanton Road
Davenport, California 95017

With an email copy provided to sldamon@icloud.com

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

CITY OF SEASIDE

By: 
Ian N. Oglesby, Mayor


SHERI DAMON

ATTEST:


Lesley Milton-Rerig
Assistant City Manager/City Clerk