



AMENDED A G E N D A

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, May 15, 2025
5:00 PM

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

1. To view this meeting: Please click on the following link to the City of Seaside YouTube Channel: <https://www.youtube.com/c/CityofSeasideCalifornia>
2. To view or participate this meeting: Using the Zoom application on your smart phone, laptop, tablet or desktop and click on this link: <https://ci-seaside-ca-us.zoom.us/j/81936832059>
WEBINAR ID: 819 3683 2059
3. To listen or participate by phone: Please call (669) 900-9128
Enter the **WEBINAR ID:** 819 3683 2059 when prompted. There is no participate code – press the pound sign # after the recording prompts you.
4. To make public comment, the following options are available:
Before the Meeting via Email: Written comments can be emailed to CityClerk@ci.seaside.ca.us Include the following subject line: "Public Comment Item #____" (insert the agenda item number relevant to your comment). Written comments must be received by 2:00 p.m. on the day of the meeting.

During the Meeting: When the Chair calls for public comment, members of the public participating in person and wishing to address the City Council may approach the podium when the Chair calls for public comment.

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

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

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

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

7. PRESENTATIONS

A. RECEIVE A PRESENTATION ON THE TERMS OF THE MEMORANDUM OF UNDERSTANDING WITH THE SEASIDE BRANCH OF THE MONTEREY COUNTY FREE LIBRARY AND RECEIVE AND UPDATE ON BRANCH OPERATIONS (DAN MEEWIS, ASSISTANT CITY MANAGER & DAVID TAVAREZ, SEASIDE LIBRARY BRANCH MANAGER)

B. RECEIVE A PRESENTATION ON THE PROPOSED HOMEKEY PROJECT+ TO BE LOCATED AT 1875 FREMONT BOULEVARD (DEAN SPARKS, ANABASIS LLC)

C. RECEIVE A PRESENTATION ON THE 2025-2026 STRATEGIC PLAN (MICHELLE SLADE, C⁴ CONSULTING)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM APRIL 3, APRIL 17, AND MAY 1, 2025, REGULAR MEETINGS

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE A PROCLAMATION RECOGNIZING MAY 20, 2025, AS WORLD BEE DAY

RECOMMENDATION: Approve a proclamation recognizing World Bee Day in the City of Seaside.

C. APPROVE A PROCLAMATION RECOGNIZING MAY 18-24, 2025, AS NATIONAL PUBLIC WORKS WEEK

RECOMMENDATION: Approve proclamation recognizing National Public Works Week in the City of Seaside.

D. APPROVE A PROCLAMATION AND CO-SPONSORSHIP FOR THE PACCHETTI DOG PARK 10TH ANNIVERSARY CELEBRATION ON SATURDAY, JUNE 28, 2025

RECOMMENDATION: Approve the proclamation and the co-sponsorship.

E. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM CALI LEGENDS TRAVEL BASKETBALL PROGRAM TO ASSIST WITH THE COSTS ASSOCIATED WITH EXPENSES FOR TRAVEL

RECOMMENDATION: Approve the request.

F. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM THE VILLAGE PROJECT/THE EMANYATTA SATURDAY SCHOOL TO ASSIST WITH THE COSTS ASSOCIATED WITH SENDING THEIR STUDENTS TO GHANA, WEST AFRICA, IN JULY 2025

RECOMMENDATION: Approve the request.

G. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM BOOSTERS AT RISING STAR TO ASSIST WITH THE COSTS ASSOCIATED WITH EXPENSES FOR TRAVEL TO THE NATIONAL GYMNASTICS CHAMPIONSHIPS IN VIRGINIA BEACH, VIRGINIA ON JUNE 2-7, 2025

RECOMMENDATION: Approve the request.

H. APPROVE A FEE WAIVER FROM SARANGSAM PRISON MINISTRY FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR ANNUAL MUSIC FESTIVAL ON OCTOBER 24, 2025, AND OCTOBER 25, 2025, IN THE AMOUNT OF \$3,170.85

RECOMMENDATION: Approve the fee waiver request.

- I. APPROVE THE SALE OF SAFE AND SANE FIREWORKS IN THE CITY OF SEASIDE, JUNE 28-JULY 5 BY MONTEREY BAY CHRISTIAN SCHOOL, MONTEREY CONDORS CLUB, WORLD OUTREACH SERVICES, INC., SEASIDE AQUATIC CLUB, INC., THE VILLAGE PROJECT, IGLESIA VIDA CAMINO VERDAD OF THE ASSEMBLIES OF GOD, AND RECOGNIZING MILITARY SERVICE CENTER**

RECOMMENDATION: Approve the non-profit vendor list and locations for the sale of safe and sane fireworks in the City of Seaside from June 28 to July 5.

- J. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A USE AGREEMENT WITH SEASIDE AQUATIC CLUB, INC. FOR A FIREWORKS BOOTH ON CITY-OWNED PROPERTY LOCATED AT 490 BROADWAY AVENUE**

RECOMMENDATION: Adopt the resolution and authorize a use agreement.

- K. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A USE AGREEMENT WITH MONTEREY CONDORS CLUB FOR A FIREWORKS BOOTH ON CITY-OWNED PROPERTY LOCATED AT 1271 CANYON DEL REY BOULEVARD**

RECOMMENDATION: Adopt the resolution and authorize a use agreement.

- L. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A USE AGREEMENT WITH WORLD OUTREACH SERVICES, INC. FOR A FIREWORKS BOOTH ON CITY-OWNED PROPERTY LOCATED AT 1561-1571 DEL MONTE BOULEVARD**

RECOMMENDATION: Adopt the resolution and approve the use agreement.

- M. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF SEASIDE AND MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT TO REIMBURSE THE CITY FOR PROVIDING AFTER SCHOOL RECREATIONAL PROGRAMMING AT THE DUAL LANGUAGE ACADEMY OF THE MONTEREY PENINSULA**

RECOMMENDATION: Adopt the resolution and approve the contract.

- N. ADOPT A RESOLUTION APPROVING THE PURCHASE OF PLAYGROUND EQUIPMENT FOR THE YOUTH PLAY AREA OF LINCOLN CUNNINGHAM PARK FROM S.P.E.C PLAY (SPECIFIED PLAY EQUIPMENT COMPANY) FOR AN AMOUNT NOT TO EXCEED \$326,835.66**

RECOMMENDATION: Approve the purchase of playground equipment for Lincoln Cunningham Park.

9. PUBLIC HEARING

- A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE AMENDING CHAPTER 15.04 BY ADDING SECTION 15.04.190 DESIGNATING FIRE HAZARD SEVERITY ZONES. THIS PROJECT IS NOT**

**SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES
(SECOND READING - ROLL CALL VOTE)**

RECOMMENDATION: Receive public comment and conduct the second reading.

- B. AN ORDINANCE AMENDING CHAPTER 3.24 SECTION 121 OF THE MUNICIPAL CODE TO MODIFY PROCEDURES FOR ALLOCATING TRANSIENT OCCUPANCY TAX COLLECTED FROM SHORT-TERM RENTALS. THIS PROJECT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES (SECOND READING - ROLL CALL VOTE)**

RECOMMENDATION: Receive public comment and conduct the second reading.

10. BUSINESS ITEMS

- A. APPROVE A REQUEST TO MODIFY THE SCHEDULE OF PERFORMANCE EXTENDING THE DATE TO CLOSE A HOTEL CONSTRUCTION LOAN FOR THE GRAND HYATT SEASIDE RESORT HOTEL TO JULY 31, 2025, THIS ITEM IS EXEMPT FROM CEQA PURSUANT TO 15061(C)(3)**

RECOMMENDATION: Consider the request to extend the date to close a Hotel Construction loan to July 31, 2025.

- B. ADOPT A RESOLUTION AUTHORIZING FISCAL YEAR 2025-2026 STREET REPAIR PROJECT LIST TO BE FUNDED IN PART WITH SB1: THE ROAD MAINTENANCE REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS, AND AUTHORIZING STAFF TO SUBMIT TO THE CALIFORNIA TRANSPORTATION COMMISSION**

RECOMMENDATION: Authorize staff to submit a SB 1 Project List to the California Transportation Commission (CTC), and authorize the SB1 Project List to be funded in part with fiscal year (FY) 2025-26 Road Maintenance Repair and Accountability (RMRA) Revenues.

- C. ADOPT A RESOLUTION APPROVING THE 2025-2026 STRATEGIC PLAN**

RECOMMENDATION: Receive the presentation and approve the 2025-2026 Strategic Plan.

11. COUNCIL MEMBER REQUESTS

- A. NEW COUNCIL MEMBER REQUESTS**
B. FOLLOW UP ON PREVIOUS REQUESTS

1. City Manager to provide an update on the status of the request for a Boards and Commissions Education and Awareness Campaign.

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

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

13. CLOSED SESSION

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

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

Property: 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

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

Two Matters of Potential Litigation

14. ADJOURNMENT

Next Regularly Scheduled Meeting:

June 5, 2025

5:00 p.m.

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. Agendas are posted at:

<http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Governor Newsom's Executive Orders N-29-20 and N-33-20.



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, April 3, 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, Miller, Oglesby, Pacheco

ABSENT: Garcia-Arrazola

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held. The pledge was led by

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Bobby Maxwell, Dianne Nielson, Peter Kaiser,

6. PUBLIC AGENCY COMMUNICATIONS

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

The following events were announced:

- The Patullo Swim Center will be temporarily closed for routine pool cleaning from April 17 to April 21, 2025. During this time, all swim sessions and aquatic programs will be on pause.
- On March 10, the City of Seaside received official notice from the California State Fire Marshal regarding updated Fire Hazard Severity Zone maps. These revised maps identify areas throughout California--including parts of Seaside--as Moderate, High, or Very High fire hazard zones. The update represents the first statewide revision since 2007. For more information visit:
<https://www.ci.seaside.ca.us/224/Fire-Prevention>
- The Seaside Older Adults Program invites you to the Sock Hop Spring Fling at the Oldemeyer Center on April 17th. Doors open at 11 AM, with lunch served at 11:30, and live music by The Edge from 12:30 to 3 PM. For more details call 831-899-6809.
- The Seaside Youth Resource Center and Seaside Classic Car Club are bringing the community together on Saturday, April 26th, 2025, from 11 AM to 5 PM at Laguna Grande Park.

- 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!
- A citywide Community Clean-Up, sponsored by the Neighborhood Improvement Commission, is happening Saturday, April 26, from 8:30 AM to noon. Multiple drop-off locations will be available, and electronics will be accepted—but get there early! Once the bins are full, the clean-up is over. Please note—hazardous materials, mattresses, large appliances, and chemicals will NOT be accepted. This event is for Seaside residents only, and no commercial dumping is allowed.
- A low-cost spay and neuter clinic is coming to town. The SNIP Mobile Spay and Neuter Bus will be at 1271 Canyon Del Rey Blvd on April 29, offering \$25 sterilizations for cats and dogs. Vaccines and microchipping will also be available. Remember, appointments are required! Call or text 925-967-1001 to book your spot.
- Join us for the Seagrove Ribbon Cutting Ceremony on Thursday, April 24th, at 10 AM, at 1105 Broadway Ave. Seagrove offers modern 1, 2, and 3-bedroom floor plans with in-unit laundry, energy-efficient appliances, and EV charging stations. Be part of the celebration as we mark the opening of this exciting new community!
- The City of Seaside and KB-Bakewell invite you to the groundbreaking of the Seaside Campus Town Development on Friday, April 11, 2025, at 11 AM. Join us at the corner of Lightfighter Rd. and Second Avenue for this milestone event. Be part of the future of Seaside! To RSVP, email RSVP@BAKEWELLCO.COM.
- The City of Seaside invites you to the Golden Egg Hunt on Saturday, April 19, 2025, from 11 AM to 1 PM at the Oldemeyer Center.
- 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, so, mark your calendars, and we'll see you out at Laguna Grande Park on Thursdays.
- Join FOSPA on Saturday, April 5th at Durant Park, and again on April 12th at Capra Park AND Martin Park, for a day of community service and outdoor fun! For more information, including future workdays and locations, visit FriendsOfSeasideParks.org.
- **CANCELED** The Seaside Police Athletics League and Seaside Recreation invite kids ages 5 to 14 to join the Track & Field League, running from April 7 to May 24.

7. **PRESENTATIONS**

A. LOCAL ROADWAY SAFETY PLAN (ASSOCIATE ENGINEER, PATRICK GROGAN)

A presentation provided a review of the Local Roadway Safety Plan "LRSP" that was funded through a Caltrans HSIP grant in the amount of \$36,000, and the plan was developed by through the City's on-call consultant, Parametrix. The final plan was

delivered in November 2024. The goals, vision zero, partners, data analysis, emphasis areas, road safety strategies, public outreach.

The plan is available at

<https://www.ci.seaside.ca.us/documentcenter/view15994/lrsp-combined> and the next steps include to integrate recommended roadway safety measures into future projects; Develop project list for emphasis areas; and Work with neighboring municipalities to link roadway safety measures across city limits.

8. CONSENT AGENDA

PUBLIC COMMENT: Eleni Mattheakis

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

RESULT: 4-0-0-1

AYES: Burks, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: Garcia-Arrazola

A. APPROVE MINUTES FROM MARCH 20, 2025 REGULAR MEETING

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED & FILED

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

ACTION: ADOPTED RESO #25-46

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

ACTION: APPROVED

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

ACTION: APPROVED

- 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**

ACTION: APPROVED

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

ACTION: ADOPTED RESO #25-47

- 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**

ACTION: ADOPTED RESO #25-48

- 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**

ACTION: ADOPTED RESO #25-49

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**

The presentation was provided jointly with Administrative Analyst II, Haroon Noori, and Lisa Baker, California Director of Housing and Community Development. The presentation reviewed the city's grant to CDBG from the U.S. Department of Housing and Community Development. The AI is used to identify impediment to fair housing access and discusses community housing issues. The public participation in plan development, low to moderate income areas in Seaside, impediments to fair housing and recommended goals were reviewed.

PUBLIC COMMENT: Robert Daniels, Jr., Karla Lobo, Eloise Shim

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve the 2025-2029 analysis of impediments to fair housing choice for the Community Development Block Grant.

RESULT: 4-0-0-1
AYES: Burks, Miller, Oglesby, Pacheco
NOES: None
ABSTAIN: None
ABSENT: Garcia-Arrazola

ACTION: ADOPTED RESO #25-50

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

Economic Development & Community Planning Manager, Andy Myrick provided a presentation that chapter 13.24 of the municipal code and the proposed amendments that would standardize procedures and define roles/responsibilities. Council would establish categories for water usage.

PUBLIC COMMENT: Karla Lobo

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve the first reading of the ordinance amending chapter 13.24 of the municipal code.

RESULT: 4-0-0-1
AYES: Burks, Miller, Oglesby, Pacheco
NOES: None
ABSTAIN: None
ABSENT: Garcia-Arrazola

ACTION: 2ND Reading on April 17, 2025

10. BUSINESS ITEMS

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

City Clerk Dominique Davis provided a presentation that reviewed the code of conduct directed by the city council on March 6, 2025 that defines prohibited conduct; outlines suspension/removal procedures; and applies to all boards and commissions.

PUBLIC COMMENT: Bobby Maxwell, Robert Daniels, Jr., Karla Lobo, Eloise Shim, Lora James

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency

moved to approve the code of conduct for the city's boards, commissions, and committees.

RESULT: 4-0-0-1

AYES: Burks, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: Garcia-Arrazola

ACTION: ADOPTED RESO #25-51

B. 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

Public Works Director/City Engineering Thomas Korman provided a presentation that reviewed the Hilby Avenue traffic calming project, which spans the entire length of Hilby Avenue, approximately 1.5 miles from Canyon Del Rey to General Jim Moore Blvd. The reduced Project scope will install the full design from Canyon Del Rey to Fremont Boulevard which includes centerline and edgeline striping, a speed cushions, red curbing at intersections, and signage as well as a slurry seal and digouts as needed. From Fremont Blvd to General Jim Moore Boulevard (shown in red) the project will install centerline striping, speed cushions (8), red curbing at intersections, and signage. Traffic calming measures removed for this portion of the project include the slurry seal, edge line striping, both crosswalks, and median islands. Once the storm drain improvements are designed, these remaining traffic calming measures will be incorporated into the storm drain project bid documents and will be constructed consecutively.

PUBLIC COMMENT: Bobby Maxwell, Lora James

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve the construction contract to Monterey Peninsula Engineering for the Hilby Ave traffic calming project.

RESULT: 3-1-0-1

AYES: Burks, Oglesby, Pacheco

NOES: Miller

ABSTAIN: None

ABSENT: Garcia-Arrazola

ACTION: ADOPTED RESO #25-52

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

Economic Development & Community Planning Manager Andy Myrick provided a presentation that reviewed staff proposal for potential allocation programs for Residential Infill Development and ADUs/JADUs.

PUBLIC COMMENT: None

On motion by Council/Agency Member Burks and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve the programs for allocation of water for residential infill projects and ADUs.

RESULT: 3-0-0-2

AYES: Burks, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: Garcia-Arrazola, Miller

ACTION: ADOPTED RESO #25-53 & #25-54

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

Human Resources Director Samantha Sahkrani provided a presentation that reviewed the increase to the City Attorney's salary. Since 2022, City Attorney has not received an evaluation nor the scheduled salary increases (15%) for 2022-2025. On March 27, 2025, Council agreed on a 17% salary increase, and the 17% increase will place salary in a competitive average range and provide the increase not given per contract agreement. The fiscal impact will require a \$27,811.72 budget adjustment for the FY 2024-2025

PUBLIC COMMENT: Danny Bakewell Jr., Lisa Sears, Lora James, Lucy A.

On motion by Council/Agency Member Burks and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve the increase to the City Attorney's salary to \$266,872.00.

RESULT: 3-0-0-2

AYES: Burks, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: Garcia-Arrazola, Miller

ACTION: ADOPTED RESO #25-55

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None.

B. FOLLOW UP ON PREVIOUS REQUESTS

City Manager Greg McDanel advised the council that PG&E would make a presentation at the May 1 meeting.

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)

Each council member provided background as to their request. The Council agreed to add all items to a future agenda.

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

Reports provided.

13. CLOSED SESSION

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

PUBLIC COMMENT: Nina Beatty

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. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54956.8

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

No report.

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

Two Matters of Potential Litigation

This item was removed from the agenda.

14. ADJOURNMENT

With no further business, the meeting adjourned at 9:19 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, April 17, 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 in honor of the victims of the Florida State University school shooting. The pledge was led by Council/Agency Member Garcia-Arrazola.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Sandra Gray, Jonathan Ahmandi, Ms. Rosales, Jason Campbell, Dianne Nielson, Peter Kaiser, Susan Schiavone, Tiffinie Meyer, Catherine Crockett

6. PUBLIC AGENCY COMMUNICATIONS

A. CAL FIRE HAZARD MAPS PRESENTATION (PAUL BLAHA, INTERIM FIRE CHIEF)

The presentation reviewed the March 10, 2025, transmittal from the State Fire Marshall informing the city that the updated mapping for fire hazard severity zones. The fire hazard severity zones were defined and advisable defensible space for homeowners were reviewed. Seaside Fire response for initial response to vegetation fires, and the local requirements and timeline were reviewed.

<https://readyforwildfire.org>

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

The following events were reviewed:

- Tree Giveaway program - Residents can apply starting April 2025 by visiting bit.ly/seasidefreetree or call 831-899-6800.
- 14th Annual Seaside Earth Day Celebration, Sunday, April 27th from 1 to 4 PM on the Seaside City Hall Lawn!

- May 3rd for Red Dress Day 2025—For event details and how to get involved, visit seaside.ca.gov/recreation.
- Draft Climate Action and Adaptation Plan —Public comments are being accepted now through April 28th. To review the plan and submit your input, search “Climate Action 2025” on the City’s Website.
- Fourth Annual Spring Fling! Saturday, April 26th, 2025, from 11 AM to 5 PM at Laguna Grande Park.
- In Seaside, recycling right is more important than ever. But, many residents unknowingly engage in a practice called wish-cycling—For more details on how to do your part, visit whatgoeswhere.info and help make a difference!
- A citywide Community Clean-Up, sponsored by the Neighborhood Improvement Commission, Saturday, April 26, from 8:30 AM to noon.
- A low-cost spay and neuter clinic is coming to town. The SNIP Mobile Spay and Neuter Bus will be at 1271 Canyon Del Rey Blvd on April 29, offering \$25 sterilizations for cats and dogs. Vaccines and microchipping will also be available. Remember, appointments are required! Call or text 925-967-1001.
- Seagrove Ribbon Cutting Ceremony on Thursday, April 24th, at 10 AM, at 1105 Broadway Ave.
- 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.
- FOSPA on Saturday, April 19th at Farallones Park for a day of community service and outdoor fun! For more information, including future workdays and locations, visit FriendsOfSeasideParks.org

7. PRESENTATIONS

A. FEBRUARY AND MARCH 2025 HOUSE OF THE MONTH AWARDS (NEIGHBORHOOD IMPROVEMENT COMMISSION)

Assistant City Manager Dan Meewis introduced NIC members Tiffinie Meyer, Dennis Alexander and Ramona Oleta-Reed to announce the winners (1605 Highland Street and 1614 Kenneth Street), and to present a plaque to the winner of the March House of the Month, Kay Cline, 1614 Kenneth Street.

B. SB 1383 PROGRESS UPDATE PRESENTATION BY GREENWASTE RECOVERY (BESSIE NICOLAIDES, GREENWASTE OUTREACH SUPERVISOR)

Administrative Analyst II, Kirstin Van Gend, introduce staff from Greenwaste, that provided a presentation regarding organics processing and hauler updates.

C. PRESCHOOL MURAL SELECTION AND UTILITY BOX ART PROGRAM SELECTION (RECREATION SUPERVISOR, KEE HYON HIGGINS)

The presentation presented the final murals and utility box art. The Council provided feedback to be incorporated when the projects return for a final decision.

D. AFFORDABLE HOUSING FUNDING THROUGH SHORT TERM RENTAL TAX COLLECTION (JOSE BAZUA, ECONOMIC DEVELOPMENT DIRECTOR)

Finance Director, Jessie Riley, provided a presentation that reviewed the affordable housing revenue and expenditures; Director Bazua responded to questions regarding the housing departments accomplishments.

8. CONSENT AGENDA

Items Pulled: 8K

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

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE PROCLAMATION RECOGNIZING MAY 4-10, 2025, AS PROFESSIONAL MUNICIPAL CLERK'S WEEK

ACTION: APPROVED

B. APPROVE PROCLAMATION RECOGNIZING MAY 4-10, 2025, AS SMALL BUSINESS WEEK

ACTION: APPROVED

C. APPROVE PROCLAMATION RECOGNIZING MAY 2025, AS NATIONAL WATER SAFETY MONTH

ACTION: APPROVED

D. APPROVE PROCLAMATION RECOGNIZING MAY 2025, AS AFFORDABLE HOUSING MONTH

ACTION: APPROVED

E. APPROVE A PROCLAMATION RECOGNIZING MAY 2025, AS ASIAN PACIFIC AMERICAN HERITAGE MONTH

ACTION: APPROVED

F. APPROVE PROCLAMATION RECOGNIZING MAY 2025, AS JEWISH AMERICAN HERITAGE MONTH

ACTION: APPROVED

- G. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM SEASIDE MIDDLE SCHOOL NATIONAL HISTORY DAY PROGRAM TO ASSIST WITH THE COSTS ASSOCIATED WITH MATERIALS FOR THEIR PROJECTS AND TRANSPORTATION, FOOD, AND ACCOMMODATIONS FOR THE STATE COMPETITION**

ACTION: APPROVED

- H. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$1,500.00 FROM MONTEREY LULAC 2895 TO ASSIST WITH THE COST ASSOCIATED WITH SENDING THEIR YOUTH GROUP TO THE CALIFORNIA LULAC STATE CONVENTION YOUTH LEADERSHIP CONSORTIUM**

- I. APPROVE A FEE WAIVER FROM MONTEREY PENINSULA RAMAYAN MANDALI FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR DIWALI NIGHT EVENT ON SEPTEMBER 27, 2025, IN THE AMOUNT OF \$618.75**

ACTION: APPROVED

- J. APPROVE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) REPORT COVERING ACTIVITIES FROM JANUARY THROUGH MARCH 2025**

ACTION: APPROVED

- K. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT FOR PROFESSIONAL SERVICES WITH EVERYONE'S HARVEST FOR THE OPERATION OF SEASIDE'S CERTIFIED FARMERS MARKET YEAR ROUND FOR A NOT TO EXCEED AMOUNT OF \$34,800.00 A YEAR FOR A TERM OF TWO YEARS**

ACTION: ADOPTED RESO #25-56

- L. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF DEL MONTE AVENUE TO THROUGH TRAFFIC FROM TIOGA AVENUE TO THE BEGINNING OF THE GRANITE ROCK BUILDING FOR THE CLASSIC PORSCHE EVENT ON AUGUST 11, 2025**

ACTION: ADOPTED RESO #25-57

- M. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$49,958.00 FOR PUBLIC WORKS INFRASTRUCTURE ASSET DATA COLLECTION SERVICES TO NCE, INC.**

ACTION: ADOPTED RESO #25-58

N. ADOPT A RESOLUTION OF THE ADMINISTRATIVE ANALYST II POSITION ASSIGNED TO THE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) TO BE RETURNED AND ADDED TO THE UNCLASSIFIED COMPENSATION PLAN AS THE PROGRAM COORDINATOR (ESCA) POSITION AND MODIFY THE POSITION ALLOCATION LIST TO REFLECT THE CHANGES

ACTION: ADOPTED RESO #25-59

O. ADOPT A RESOLUTION TO CORRECT THE ANNUAL APPROPRIATION LIMIT FOR FISCAL YEAR 2024-2025

ACTION: ADOPTED RESO #25-60

P. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS FOR RED CURB REQUESTS

ACTION: APPROVED

Q. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS FOR A SECOND DRIVEWAY REQUEST AND A GREEN CURB

ACTION: APPROVED (Denial at 1496 Judson, and approval for 1679 Soto)

9. PUBLIC HEARING

A. AN ORDINANCE TO AMEND CHAPTER 13.24 OF THE MUNICIPAL CODE TO MODIFY PROCEDURES FOR ALLOCATING WATER TO DEVELOPMENT PROJECTS (SECOND READING - ROLL CALL VOTE)

Economic & Community Development Planning Manager, Andy Myrick, provided a presentation of the ordinance that proposes to standardize procedures and define roles/responsibilities, establish categories for water, and sets the framework for council to adopt programs to define when, how and by whom the water could be allocated.

Public Comment: None

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to adopt an ordinance amending chapter 13.24 of the SMC.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED ORDINANCE #

**B. INTRODUCTION OF AN ORDINANCE AMENDING TITLE 2
ADMINISTRATION AND PERSONNEL OF THE SEASIDE MUNICIPAL
CODE FOR THE PURPOSE OF UPDATING CHAPTERS REGARDING
BOARDS AND COMMISSIONS, CORRECTING TYPOS, MISNUMBERED
CODE SECTIONS, SENTENCE STRUCTURE, MISSING DEFINITIONS,
CLARIFICATIONS, PROPOSED TEXT AMENDMENTS, COMPENSATION OF
THE MAYOR AND CITY COUNCIL, AND MAKE APPROPRIATE FINDINGS.
IN ACCORDANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT
(CEQA) GUIDELINES THE PROPOSED AMENDMENTS ARE EXEMPT PER
15061(b)(3) (FIRST READING - ROLL CALL VOTE)**

HR Director/Risk Manager Samantha Sahkrani, and City Clerk Dominique Davis presented the item regarding compensation for the mayor and city council, and updates to SMC sections related to Boards & Commissions.

PUBLIC COMMENT: Peter Kaiser, Karla Lobo, Eloise Shim

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Miller and carried by the following vote, the City Council/Successor Agency moved to approve the first reading of the amendments to Title 2 regarding Boards and Commissions with edits to 2.14.040 to clarify that re-appointments are conducted in January of each year, and 2.14.230 should also indicate that commissioners that become qualified candidate for the office of mayor or the city council that they should be placed on an automatic excused leave of absence.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

On motion by Council/Agency Member Miller and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve the first reading of the amendments to Title 2 regarding the compensation of city council and establishing a stipend of \$2,400/month and a \$300/month car allowance for the mayor.

RESULT: 4-1-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby

NOES: Pacheco

ABSTAIN: None

ABSENT: None

10. BUSINESS ITEMS

**A. ANNUAL REPORT AB 481 REGARDING THE POLICE DEPARTMENTS
ACQUISITION AND USE OF MILITARY EQUIPMENT**

Commander Matt Doza provided a presentation that reviewed the requirements as prescribed in AB 481 and CA Government Code section 7071.

PUBLIC COMMENT: Peter Kaiser, Karla Lobo

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the use of current equipment defined in AB 481.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: Adopted Reso #25-61

**B. ADOPT A RESOLUTION AUTHORIZING AMENDMENT OF THE
PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES
OF THE CAMPUS TOWN PHASE I DEMOLITION DESIGN PROJECT (AG
2021-040) ADDING PHASE IB WORK IN THE AMOUNT OF \$215,254.00
TO BE PAID FOR BY THE FORT ORD REUSE AUTHORITY BONDS**

Public Works Director/City Engineer Thomas Korman provided a presentation reviewed the Campus Town demolition and the current schedule that corresponds with the revised phasing plan.

PUBLIC COMMENT: None

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to authorize the amendment to the PSA with Harris & Associates for Campus Town Phase 1 demolition project.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: Adopted Reso #25-62

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Proclamation and co-sponsor an event for Pachetti Dog Parks 10 year anniversary (Miller)
2. Boards and Commissions education and awareness Campaign (Burks)

B. FOLLOW UP ON PREVIOUS REQUESTS

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

Reports provided.

13. CLOSED SESSION

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

PUBLIC COMMENT: Karla Lobo

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. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54956.8

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

No report.

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

Property: Golf Course Hotel parcel located at 1 McClure Way, Seaside, CA 93955
Agency Negotiators: City Manager and City Attorney
Negotiating Parties: City of Seaside and KDG
Under Negotiation: Price, Terms of Payment, or both

No report.

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

Two Matters of Potential Litigation

No report.

14. ADJOURNMENT

With no further business, the meeting adjourned at 10:50 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, May 1, 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. The pledge was led by Mayor Pro Tem/Vice Chair Pacheco.

4. REVIEW OF AGENDA

Item 13A was removed from the agenda (CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6).

5. PUBLIC COMMENT

Thomas Amanti, Peter Kaiser, Ashley Chesney, Lynda Cunningham, Ann Marie Pagan

6. PUBLIC AGENCY COMMUNICATIONS

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

The following events were announced:

- The City of Seaside is giving away free trees to local residents as part of its annual Tree Giveaway program. The initiative aims to boost the city's tree canopy and bring more shade, beauty, and environmental benefits to our neighborhoods. Residents can apply starting April 2025 by visiting bit.ly/seasidefreetree or call 831-899-6800.
- May 15th, from 10 AM to 2 PM, the Seaside Youth Resource Center will be hosting a career and job fair at Oldemeyer Center! For more information, and to confirm participation, call 831-899-6870.
- May 3rd, Supporting Indigenous Communities Group presents Red Dress Day at Oldemeyer Center from 11am – 3:30pm.
- The Monterey Peninsula Unified School District is inviting families, students, and community members to participate in Facilities Master Planning Community Nights. For more details, visit mpusd.net or call 831-645-1269.

- Draft Climate Action and Adaptation Plan — Public comments are being accepted now through April 28th. To review the plan and submit your input, search “Climate Action 2025” on the City’s Website.
- 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!
- May 17th, from 12 to 3 PM at Laguna Grande Park, join the Seaside Family & Community Support Program’s annual event. For more information, call 831-899-6800.
- 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, May 3rd at Havana Soliz Park, and on the 10th at Mescal Neil Park, for a day of service and outdoor fun! For more information, including future workdays and locations, visit FriendsOfSeasideParks.org

7. **PRESENTATIONS**

A. PG&E COMMUNITY OUTREACH AND NOTIFICATION PROTOCOLS FOR PLANNED AND UNPLANNED SERVICE IMPACTS (JEREMY HOWARD, SENIOR REGIONAL MANAGER AND JAZMINE VENEGAS, CENTRAL COAST GOVERNMENT AFFAIRS REP.)

The presentation reviewed the outage notifications summary, outage notification improvements for planned and unplanned outages, future outage notifications improvements and how cities and counties are notified.

B. UPDATE ON PUBLIC WORKS PROJECTS (ANDREAS BAER, ASSISTANT PUBLIC WORKS DIRECTOR)

The presentation provided a review of projects recently completed, in construction, and in design.

8. **CONSENT AGENDA**

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

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE A PROCLAMATION RECOGNIZING MAY 23, 2025, AS NATIONAL POPPY DAY

ACTION: APPROVED

- B. APPROVE A FEE WAIVER REQUEST FROM THE VILLAGE PROJECT INC. FOR THE USE OF THE CITY'S MOBILE STAGE FOR THEIR FUNDRAISER ON SATURDAY, MAY 10, 2025**

ACTION: APPROVED

- C. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THREE PROFESSIONAL SERVICES AGREEMENTS IN THE AMOUNT OF \$300,000.00 EACH FOR ON-CALL ARCHITECTURE AND STRUCTURAL ENGINEERING PROFESSIONAL SERVICES FOR PROJECTS TO (1) ANDREW GOODWIN DESIGNS; (2) ROESLING NAKAMURA TERADA ARCHITECTS; AND (3) OMNI DESIGN**

ACTION: ADOPTED RESO #25-63

- D. ADOPT A RESOLUTION APPROVING A BUDGET AMENDMENT OF \$200,000.00 IN MEASURE X FUNDS FOR THE CITYWIDE CDBG ADA CURB RAMP PROJECT FOR A TOTAL PROJECT BUDGET NOT-TO-EXCEED \$540,000.00 FOR CONSTRUCTION OF ADDITIONAL CURB RAMPS**

ACTION: ADOPTED RESO #25-64

9. PUBLIC HEARING

- A. AN ORDINANCE AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL OF THE SEASIDE MUNICIPAL CODE FOR THE PURPOSE OF UPDATING CHAPTERS REGARDING BOARDS AND COMMISSIONS, CORRECTING TYPOS, MISNUMBERED CODE SECTIONS, SENTENCE STRUCTURE, MISSING DEFINITIONS, CLARIFICATIONS, PROPOSED TEXT AMENDMENTS, COMPENSATION OF THE MAYOR AND CITY COUNCIL, AND MAKE APPROPRIATE FINDINGS. IN ACCORDANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES THE PROPOSED AMENDMENTS ARE EXEMPT PER 15061(b)(3) (SECOND READING - ROLL CALL VOTE)**

Dominique Davis, City Clerk, provided brief overview of the changes discussed at previous hearings, and reviewed the implementation and next steps.

PUBLIC COMMENT: None

On motion by Council/Agency Member Garcia-Arrazola and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve the amendments to chapter 2.14 of the Seaside Municipal Code.

RESULT: 5-0-0-0

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

NOES: None
ABSTAIN: None
ABSENT: None

ACTION: ADOPTED ORDINANCE #2033

Samantha Sahkrani, Human Resources Director, reviewed the proposed increase to the city council compensation to \$2,400.00 a month, and an additional \$300.00 a month vehicle stipend payable to the Mayor.

PUBLIC COMMENT: Ray Riordan

On motion by Council/Agency Member Miller and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to Increase the compensation of the Mayor and City Council to \$2,400.00 a month, and an additional \$300.00 a month vehicle stipend payable to the Mayor.

RESULT: 4-1-0-0
AYES: Burks, Garcia-Arrazola, Miller, Oglesby
NOES: Pacheco
ABSTAIN: None
ABSENT: None

ACTION: ADOPTED ORDINANCE #2034

B. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE AMENDING CHAPTER 15.04 BY ADDING SECTION 15.04.190 DESIGNATING FIRE HAZARD SEVERITY ZONES. THIS PROJECT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15061(b)(3) OF THE CEQA GUIDELINES (FIRST READING - ROLL CALL VOTE)

Interim Fire Chief Paul Blaha provided a presentation that reviewed the action the city must take per Government Code Sections 51175-51189 to identify, adopt, and enforce moderate, high, and very high fire hazard severity zones within local responsibility areas as designated by the Office of the State Fire Marshal.

PUBLIC COMMENT: Peter Kaiser, Bobby Maxwell

On motion by Council/Agency Member Burks and second by --- and carried by the following vote, the City Council/Successor Agency moved to approve the first reading of amending chapter 15.04 designating fire hazard severity zones.

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

ACTION: SECOND READING ON MAY 15, 2025

C. ADOPT A RESOLUTION TO AMEND THE WEST BROADWAY URBAN VILLAGE SPECIFIC PLAN TO PROHIBIT THE SALES OF FIREARMS AND AMMUNITION WITHIN THE WEST BROADWAY URBAN VILLAGE. THIS PROJECT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15061(b)(3) OF THE CEQA GUIDELINES

Andrew Myrick, Economic & Community Development Planning Manager, provided a presentation reviewing the area of the WBUV where the proposed prohibition of the sales of firearms and ammunition within its boundaries. The Planning Commission reviewed the proposed amendment on April 23, 2025, and recommended unanimously that the Council adopt the specific plan amendment.

PUBLIC COMMENT: Peter Kaiser, Rufus DeRouen, Ann Marie Pagan, Lynda Cunningham, Dennis Alexander

On motion by Council/Agency Member Miller and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve to amend the WBUV to prohibit the sales of firearms and ammunition.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #25-65

D. INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 3.24 SECTION 121 OF THE MUNICIPAL CODE TO MODIFY PROCEDURES FOR ALLOCATING TRANSIENT OCCUPANCY TAX COLLECTED FROM SHORT-TERM RENTALS. THIS PROJECT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15061(b)(3) OF THE CEQA GUIDELINES (FIRST READING - ROLL CALL VOTE)

Finance Director Jessica Riley provided a presentation that reviewed the background of the creation of the ordinances of the chapter that established the procedures for allocating Transit Occupancy Tax, a review of the Short-Term Rental (STR) historical revenue summary, proposed modifications of 35% of net funds to the neighborhood park improvements as recommended by the Neighborhood Improvement Commission, 15% of net funds to be used as determined by the City Council; and 50% of the allocation of net funds to affordable housing.

PUBLIC COMMENT: Dianne Nielson, Ramona Oleta-Reed, Dennis Alexander, Ray Riordan, Rufus DeRouen, Martha Henry

On motion by Council/Agency Member Burks and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the first reading of the ordinance amending chapter 3.24.121

RESULT: 3-2-0-0

AYES: Burks, Garcia-Arrazola, Oglesby

NOES: Miller, Pacheco

ABSTAIN: None

ABSENT: None

ACTION: SECOND READING ON MAY 15, 2025

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION TO ESTABLISH A PROGRAM FOR THE ALLOCATION OF WATER FOR SMALL COMMERCIAL PROJECTS

Andrew Myrick, Economic & Community Development Planning Manager, provided a presentation reviewing the background that included the allocation of water the city receives from Monterey Peninsula Water Management District (MPWMD), that the city has the ability to allocate the allocated water as deemed appropriate, the ordinance adopted on April 17, 2025, and that a revised Small Business Program is needed by May 18, 2025; and reviewed current water allocation, commercial projects program, and the small business program.

PUBLIC COMMENT: None

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 establish a program for the allocation of water for small commercial projects.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #25-66

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Pacchetti Dog Park 10th Anniversary Proclamation and event support (Miller)
2. Boards and Commissions Education and Awareness Campaign (Burks)

City Manager Greg McDanel provided updates that there will be presentation regarding the library lease and activities on May 15, and a presentation of the city's strategic plan on May 15.

The council agreed to have the two items suggested added to the next agenda.

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

Reports provided.

13. CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

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

Removed from the agenda.

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

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

Agency Negotiators: City Manager, et. al

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

Under Negotiation: Price, terms of payment or both

No report.

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

Property: Golf Course Hotel parcel located at 1 McClure Way, Seaside, CA 93955
Agency Negotiators: City Manager and City Attorney
Negotiating Parties: City of Seaside and KDG
Under Negotiation: Price, Terms of Payment, or both

No report.

D. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9

Monterey County Superior Court
Case Number: 24CV002483
Case Name: Landwatch and Center for Biological Diversity, et al. v. City of Seaside

No report.

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

Two Matters of Potential Litigation

No report.

14. ADJOURNMENT

With no further business the meeting adjourned the memory and honor of Mrs. Chester Viola McClair at 10:04 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Kirstin van Gend, Administrative Analyst II

DATE: May 15, 2025

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING MAY 20, 2025, AS
WORLD BEE DAY**

RECOMMENDATION

Approve a proclamation recognizing World Bee Day in the City of Seaside.

BACKGROUND

The City of Seaside became a BEE CITY Affiliate on April 4, 2019 and recognizes the critical role that bees and other pollinators play in maintaining a healthy ecosystem, supporting biodiversity, and contributing to food security by pollinating over 75% of the world's food crops.

FISCAL IMPACT

None.

STRATEGIC PRIORITY

ATTACHMENTS

1. 2025 Proclamation for World Bee Day
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "GMP", is written over the signature line.

Greg McDanel, City Manager

City of Seaside PROCLAMATION



World Bee Day May 20th, 2025

WHEREAS, the City of Seaside recognizes the critical role that bees and other pollinators play in maintaining a healthy ecosystem, supporting biodiversity, and contributing to food security by pollinating over 75% of the world's food crops; and

WHEREAS, the City of Seaside became a BEE CITY USA Affiliate on April 4, 2019 and committed to increase pollinator awareness and create supporting habitats; and

WHEREAS, World Bee Day, observed annually on May 20th, was established by the United Nations to raise awareness of the essential contribution of bees and to encourage actions that protect them and their habitats; and

WHEREAS, bee populations around the world face alarming declines due to habitat loss, pesticide use, climate change, and disease, placing our environmental health and agricultural systems at risk; and

WHEREAS, the City of Seaside is committed to promoting environmental stewardship and sustainability, and recognizes that the protection of pollinators is vital to the well-being of our community and future generations; and

WHEREAS, under the collaborative guidance of local California native plant experts, the Friends of Seaside Parks Association, Sustainable Seaside, the city's Environmental Commission, and community volunteers have been integral to the success of pollinator habitats in the City of Seaside, having established and maintained thousands of California native plants and more than 30 trees in public spaces since 2019; and

WHEREAS, the City of Seaside provides recommendations to developers and residents regarding California native plant landscaping to promote conservation stewardship, and will continue to promote information regarding the protection of pollinators and maintenance of their habitats in urban and suburban environments;

NOW THEREFORE, BE IT PROCLAIMED, that, I, The Honorable Ian Oglesby, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim May 20, 2025, as **"World Bee Day"** in the City of Seaside, and urge all residents to recognize the importance of bees and other pollinators and to take action in support of their protection and preservation.

Ian N. Oglesby, Mayor
May 15, 2025



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Paul Ensley, Administrative Assistant

DATE: May 15, 2025

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING MAY 18-24, 2025,
AS NATIONAL PUBLIC WORKS WEEK**

RECOMMENDATION

Approve proclamation recognizing National Public Works Week in the City of Seaside.

BACKGROUND

Public Works professionals, engineers, managers, and employees within government and the private sector perform important work to rebuild, improve, and protect our nation's transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential for our citizens. The health, safety, and comfort of our community greatly depends on these facilities and services. Therefore, the City should proclaim May 18 - 24, 2025 as National Public Works Week.

FISCAL IMPACT

None

STRATEGIC PRIORITY

Not Applicable

ATTACHMENTS

1. 2025 Public Works Week 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



National Public Works Week
May 18 – 24, 2025

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of this community; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Seaside, California to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association,

NOW THEREFORE, BE IT PROCLAIMED, that I, the Honorable Ian N. Oglesby, Mayor of the City of Seaside, do hereby proclaim the week May 18-24, 2025 as National Public Works Week; and I urge all our people to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

Ian N. Oglesby, Mayor
May 15, 2025



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: May 15, 2025

**SUBJECT: APPROVE A PROCLAMATION AND CO-SPONSORSHIP FOR THE
PACCHETTI DOG PARK 10TH ANNIVERSARY CELEBRATION ON
SATURDAY, JUNE 28, 2025**

RECOMMENDATION

Approve the proclamation and the co-sponsorship.

BACKGROUND

Pacchetti Dog Park was established in 2015 as a dedicated public space where residents and their dogs could gather safely and enjoy off-leash recreation. Over the past ten years, the park has become a beloved community asset, promoting responsible pet ownership, fostering neighborhood connections, and supporting the physical and mental well-being of both residents and their pets.

To commemorate this milestone, the Pacchetti Dog Park volunteers and Friends of Seaside Parks Association (FOSPA) community volunteers have planned a 10-Year Anniversary Celebration event. The celebration will include a variety of dog friendly activities and recognition of key community partners who have supported the park over the past decade.

The event organizers have requested City Co-sponsorship to support event logistics, assist with promotion, and provide onsite resources such as tables, chairs, and a portable restroom. The City's co-sponsorship would include:

- Use of City branding on event materials
- Limited in-kind support (estimated at under \$1,000) includes staff time for

- setup/breakdown, and provision of city-owned equipment.
- Issuance of an official proclamation from the Mayor recognizing the importance of the park and the 10-year milestone.

Staff believe the co-sponsorship is consistent with the City's Strategic Goals of "Diverse and Inclusive Community & Community Safety and Quality of Life".

In addition, the co-sponsorship will promote community engagement, healthy living, and responsible pet ownership.

FISCAL IMPACT

The in-kind contribution costs associated with this event are minimal and can be absorbed within the existing Recreation Department operating budget.

STRATEGIC PRIORITY

Diverse and Inclusive Community, Community Safety & Quality of Life

ATTACHMENTS

1. Draft Pacchetti proclamation

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

CITY OF SEASIDE PROCLAMATION



COMMEMORATING THE 10 YEAR ANNIVERSARY OF THE PACCHETTI DOG PARK

WHEREAS, on this day, we proudly celebrate the 10th anniversary of Pacchetti Dog Park, a beloved and vital community space in the City of Seaside, dedicated to the well-being, recreation, and companionship of our residents and their canine companions; and

WHEREAS, the park is named in honor of William C. Pacchetti (1902–1974), Seaside’s first paid Fire Chief, who served the city for 28 years and was known for his deep commitment to public service, his love for animals, and his enduring legacy of kindness and community spirit; and

WHEREAS, since its opening in 2015, Pacchetti Dog Park has served as a welcoming, safe, and joyful environment where dogs can run freely, socialize, and thrive, while fostering a strong sense of community among dog owners and residents alike; and

WHEREAS, the vision for Pacchetti Dog Park was brought to life through the dedication and collaboration of city leaders, local volunteers, and community advocates who recognized the need for an accessible off-leash park in Seaside; and

WHEREAS, over the past decade, the park has become more than a recreational space—it has become a daily destination for exercise, play, connection, and companionship, enriching the lives of pets and people throughout the region; and

WHEREAS, the City of Seaside extends its sincere gratitude to all who have contributed to the maintenance, stewardship, and continued success of Pacchetti Dog Park over the past ten years;

NOW THEREFORE BE IT PROCLAIMED, that I, Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council and the residents of Seaside, do hereby recognize and celebrate the 10-Year Anniversary of Pacchetti Dog Park, and encourage all residents to honor this milestone by continuing to support and enjoy this treasured community space.

Ian N. Oglesby, Mayor
June 6, 2024



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: May 15, 2025

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM CALI LEGENDS TRAVEL BASKETBALL PROGRAM TO ASSIST WITH THE COSTS ASSOCIATED WITH EXPENSES FOR TRAVEL

RECOMMENDATION

Approve the request.

BACKGROUND

Cali Legends is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to assist with the costs associated with expenses for travel. They are a travel basketball program for youth boys and girls from ages 11-16. Their coaches are Seaside natives and residents who teach high-level basketball to their youth. Their coaches are volunteers and do not get paid so that they can keep costs low for the parents. The goal is for parents to afford the program and receive high-level coaching and instruction for their children. They do a beach clean-up every year along with their beach conditioning and workouts. They run from beach to beach, staying fit and working on conditioning. The beach clean-up is an added bonus for them because it is something they directly benefit from with their regularly scheduled beach workout practices.

Based on the information provided, staff have determined that the application meets the requirements of the Mayor's Youth Fund Policy.

This is the first time that the Cali Legends have 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 \$13,364.61. If the City Council approves this request, the balance will decrease to \$10,364.61. This is for fiscal year 2024/25.

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

STRATEGIC PRIORITY

ATTACHMENTS

1. MYF Cali Legends
 2. Cali Legends - 501(c)(3) Information
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

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

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...>
Date: 4/23/2025 3:37 PM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

Purpose

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

Eligible Applications

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

Submittal of Contribution Requests

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

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

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

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

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

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

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

Evaluation Process & Criteria

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

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

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

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

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

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

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

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

Contribution Limits

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

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

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

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

Payment Process

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

Funding Requirements

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

Individual Requests

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

Name of Organization	Cali Legends
Name	Daniel Eoff
Email Address	daniel.eoff@gmail.com
Address	1225 Flores St
City	Seaside
State	CA
Zip Code	93955
Phone Number	559-469-7437
Additional Phone Number	Field not completed.
Percentage of Residents or Students of Seaside	60

Number of Participants	40
Ages of Participants	11-16
Criteria	
Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:	Athletic
Are you funding a reward for one of these activities?	No
Description of event, activity or program funding pertains to:	We are a 501c3 travel basketball program for youth boys and girls. Our coaches are Seaside natives and residents who are teaching high level basketball to our youth
Attach Additional Information as Necessary	501c3 letter 2024-07-11 23 14 00.pdf
Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:	The funds will be used to cover expenses for travel. We are a low charging program and rely on sponsorships/donations to meet the financial goals to complete our season. Unlike other programs our coaches are volunteers and do not get paid so that we can keep costs low for parents. The goal is for them to afford the program and receive high level benefits for their children. We do a beach clean up every year along with our beach conditioning and workouts. We run from beach to beach staying fit and working on conditioning. Beach clean up is nice for us because it's something we directly benefit from.
What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?	Our parents fundraise for their players to be able to cover costs to finish the season
Total Amount Requested:	\$3,000
Electronic Signature Agreement	I agree.
Electronic Signature	Daniel J. Eoff
Date	4/23/2025

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



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

CALI LEGENDS
1225 FLORES ST
SEASIDE, CA 93955

Date:
05/13/2024
Employer ID number:
32-0714448
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
November 21, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053530002834

Dear Applicant:

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

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

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

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

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

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

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



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: May 15, 2025

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM THE VILLAGE PROJECT/THE EMANYATTA SATURDAY SCHOOL TO ASSIST WITH THE COSTS ASSOCIATED WITH SENDING THEIR STUDENTS TO GHANA, WEST AFRICA, IN JULY 2025

RECOMMENDATION

Approve the request.

BACKGROUND

On behalf of the Emanyatta Saturday School, The Village Project is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to assist with the costs associated with sending their students to Ghana, West Africa, in July 2025.

The Emanyatta Saturday School is a program that centers on African ancestry, cultural pride, and academic enrichment for children in grades K-4 in Seaside, California. The trip to Ghana, West Africa will provide their students with firsthand experience of the African continent, including visits to historical sites such as the Cape Coast Slave Castle and the Door of No Return. The journey aims to deepen students' understanding of their ancestral roots, foster a sense of pride and resilience, and connect them to global Black history, economics, textile industries, and sustainable development models.

The Village Project Emanyatta Program equips their students to be environmental stewards, connecting international sustainability practices to local initiatives in Monterey County.

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 the Village Project Emanyatta Program has requested a donation.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance is the Mayor's Youth Fund account (601-2106) is \$16,364.61. If the City Council approves this request, the balance will decrease to \$13,364.61. This is for fiscal year 2024/25.

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

STRATEGIC PRIORITY

ATTACHMENTS

1. MYF Village Project- Emanyatta Saturday School - 2025
2. Village Project- 501(c)(3)

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: The Village Project, Inc. / The EMANUATA Saturday School
 Name of Applicant: Regina Mason
 Address: PO Box 127 City: Seaside State: CA
 Phone: 831-392-1500 Email: regina@villageprojectinc.org
 Number of Participants: 35 Seaside Residents / Students: 100% Ages: 12-18

CRITERIA:

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

Please select one or more from the following list:

☒ Scholastic ☐ Athletic ☒ Music ☒ Environmental ☒ Art

Is funding a reward for one of these activities? ☐ No ☒ Yes, All checked

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

see attachment for description.

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

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

What other funding sources will supplement your requests? See attachment for description.

Total Amount Requested: (See contribution limits) \$ 3000⁰⁰

Applicant Signature: Regina Mason

Date: 4-14-25

TVPI Mayors Youth Fund

1. Description of events, activity, or program funding pertains to:

The requested funding will support a transformative cultural heritage and identity trip to Ghana, West Africa, in July 2025 for a group of five African American youth (middle and high school students), their caregivers, and additional adult mentors. These youth were previously enrolled in the EMANYATTA Saturday School—a program that centers African ancestry, cultural pride, and academic enrichment for children grades K–4 in Seaside, California.

This trip will provide students with firsthand experience of the African continent, including visits to historical sites such as the Cape Coast Slave Castle and the Door of No Return. The journey aims to deepen students' understanding of their ancestral roots, foster a sense of pride and resilience, and connect them to global Black history, economics, textile industries, and sustainable development models. The trip is rooted in cultural immersion and youth leadership, designed to promote a stronger sense of identity and connection to heritage.

2. Description of how funds will be specifically used for youth, groups, activities, and events and how it has a nexus to recycling, cleanup, or green sustainability to ensure a healthy environment:

Funds will directly support travel expenses for youth participants, including airfare, lodging, and meals, ensuring equitable access to this life-changing opportunity. In addition to cultural and historical tours, the trip incorporates sustainability-focused learning by visiting Ghanaian communities engaged in green practices, such as textile recycling, eco-friendly housing initiatives, and small-scale, community-based agriculture.

Youth will also engage in environmental exchange projects, learning how African communities creatively repurpose materials and protect natural resources. These experiences will be tied back to local efforts in Seaside, where students will share what they've learned about global environmental justice and sustainability through presentations, school projects, and volunteer efforts—such as local recycling drives and community cleanups—upon their return.

The program aligns with the Mayor's Youth Fund goals by equipping young people to be environmental stewards, connecting international sustainability practices to local green initiatives in Monterey County.

3. What other fundraising activities are you participating in to fund your event/program/activity? What other funding sources will supplement your request?

A multi-pronged fundraising strategy is currently underway. Planned activities include:

TVPI Mayor's Youth Fund

- A food-based fundraiser in partnership with a parent who operates a food truck.
- A benefit concert featuring a local reggae musician and EMANYATTA parent.
- Community donation campaigns, including a GoFundMe drive.
- Grant applications to local, state, and national funding sources focused on cultural exchange, youth development, and environmental justice.
- Support from The Village Project Inc., a trusted community-based organization with a history of successful programming and grant stewardship.
- Outreach to local churches and civic groups, who will assist with raising awareness and generating contributions.

These efforts will supplement the request to the Mayor's Youth Fund and help ensure that all youth participants can travel, regardless of financial means. Community investment will be paired with accountability, as youth participants are required to engage in pre-trip learning sessions, fundraising responsibilities, and post-trip community education efforts.

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

DEPARTMENT OF THE TREASURY

SEP 09 2008

Date:

THE VILLAGE PROJECT INC
C/O MEL MASON
1069 BROADWAY AVE
SEASIDE, CA 93955

Employer Identification Number:
61-1562515
DLN:
17053190321048
Contact Person:
KIM NGUYEN ID# 31525
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 14, 2008
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
June 30, 2012
Addendum Applies:
No

Dear Applicant:

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

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

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

Letter 1045 (DO/CG)

THE VILLAGE PROJECT INC

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

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
Statute Extension

Letter 1045 (DO/CG)

Part X Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☒
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☒

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

Mel Mason
(Signature of Officer, Director, Trustee, or other authorized official)

MEL MASON
(Type or print name of signer)

CLINICAL DIRECTOR
(Type or print title or authority of signer)

6-30-08
(Date)

For IRS Use Only

Robert Clac
IRS Director, Exempt Organizations

SEP 09 2008

(Date)

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐

- (i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. ☐
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box. ☐
- (b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐

- 7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☒ No



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 9 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 14 2008

Debra Bowen

DEBRA BOWEN
Secretary of State

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

THE VILLAGE PROJECT, INC.

FILE NUMBER: C3100002
FORMATION DATE: 05/14/2008
TYPE: DOMESTIC NONPROFIT CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of March 12, 2012.

Debra Bowen

DEBRA BOWEN
Secretary of State



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: May 15, 2025

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM BOOSTERS AT RISING STAR TO ASSIST WITH THE COSTS ASSOCIATED WITH EXPENSES FOR TRAVEL TO THE NATIONAL GYMNASTICS CHAMPIONSHIPS IN VIRGINIA BEACH, VIRGINIA ON JUNE 2–7, 2025

RECOMMENDATION

Approve the request.

BACKGROUND

Boosters at Rising Star is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to assist with the costs associated with expenses for travel to the National Gymnastics Championships in Virginia Beach, Virginia from June 2-7, 2025. Their outstanding program is designed to teach their students' ages 5-16 poise, character, and self-discipline, all while developing a physically fit and responsible individual.

It is their mission to provide gymnastics instruction to all their students enrolled in their program in both a fun and safe environment. Their students worked hard throughout the year and maintained at least a 3.0 G.P.A. and qualified for the National Championship. The students picked up trash and recycled cans and bottles at Roberts Lake. They also do a beach clean-up when they go jogging on the Del Monte Beach and Seaside Beach. In addition, they also helped clean and collect recycling materials at the 2025 Big Sur Marathon.

Based on the information provided, staff have determined that the application meets the requirements of the Mayor's Youth Fund Policy.

This is the first time that the Boosters At Rising Star have 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 \$10,364.61. If the City Council approves this request, the balance will decrease to \$7,364.61. This is for fiscal year 2024/25.

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

STRATEGIC PRIORITY

ATTACHMENTS

1. MYF- Boosters At Rising Star
 2. Boosters At Rising Star - 501(c)(3)
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

EIN: 900115056
Organization: B.A.R.S / Boosters At Rising Star
Name of Applicant: Lisa Lewis / BARS Member
Address: 2024 Del Monte Ave #E City: Monterey State: Ca
Phone: (831) 383-1342 Email: lisalewis9082@gmail.com
Number of Participants: 75 Seaside Residents / Students: 60 % Ages: 5-16 yrs

CRITERIA:

Applicants must meet at least one of the following criteria to be eligible for funding.
Please select one or more from the following list:

☐ Scholastic ☒ Athletic ☐ Music ☐ Environmental ☐ Art

Is funding a reward for one of these activities? ☒ No ☐ Yes, _____

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

All teams (Revels) have qualified for the
National Championship which will be held
June 2-7, 2025 in Virginia Beach, VA.

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

Funds will be used to offset the
cost for food and lodging. Gymnasts are
responsible for airfare. These gymnasts have

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

Currently selling
apparel and popcorn online. Also gymnasts
are selling candy bars.

Total Amount Requested: (See contribution limits) \$ 3,000.00

Applicant Signature:

Lisa Lewis
1460 Yosemite St #C
Seaside, Ca 93955

Date: May 2, 2025

Page 3 of 4

worked hard the entire year bring home 20 (twenty+) plus "1st Place Banners" while maintaining at least a 3.0 G.P.A. The Outstanding Coaching Staff worked hard to develop programs and trainings for these future Olympians, but also monitor each one's academic reports stressing the importance of their Education.

I humbly ask the Seaside City Council to Honor this request while Rising Star Gymnastics trains to "Bring Home the Gold".

I do plan on attending the Council meeting when this request is placed on the agenda.

Respectfully,

Lisa Lewis
BARS Member
Gymnast Grandma

P.S. Spoke with Lisa. She stated the students from Boosters at Rising Stars pick up trash and recycle cans & bottles at Roberto's lake. They also do beach clean-up when they go jogging on Del Monte Beach and Seaside Beach. They helped clean up and did some recycling at the Big Sur Marathon 2025.

2025 Competition Schedules

Girls Level 2 Dynamites/Silver

Dec 13 (Level 2) Dec 15 (Silver)	Virtual Judges Critique	Rising Star Gymnastics
Jan 31 - Feb 2	Ohana Surf Classic	Santa Cruz County Fairgrounds, Wastonville, CA
March 7 - 9	Shamrock Shenanigans	Silver dollar Fairgrounds, Chico, CA
March 21 - 23	Silicon Valley Invitational	Santa Clara Convention Center, Santa Clara, CA
April 4 - 6	**State Championships	International Agri-Center, Tulare
May 1 - 4	**Regional Championships	Alameda Fairgrounds, CA
June 2 - 7	**National Championships	Virginia Beach, VA

Girls Level 3/4/Gold/5/6/7/8/9/10

Dec 15	Virtual Judges Critique	Rising Star Gymnastics
Jan 19	Intrasquad / Dual Meet	Rising Star Gymnastics
Jan 31 - Feb 2	Ohana Surf Classic	Santa Cruz County Fairgrounds, Wastonville, CA
Feb 22 - 23	Gymnastics in the Wine Country	Redwood Empire, Petaluma
March 7 - 9	Shamrock Shenanigans	Silver dollar Fairgrounds, Chico, CA
March 21 - 23	Silicon Valley Invitational	Santa Clara Convention Center, CA
April 4 - 6	**State Championships	International Agri-Center, Tulare
May 1 - 4	**Regional Championships	Alameda Fairgrounds, CA
June 2 - 7	**National Championships	Virginia Beach, VA

GIRLS CHAMPIONSHIP QUALIFYING SCORES

** Qualifying score to States - TBA

**Qualifying score to Regionals - TBA

**Qualifying score to Nationals - TBA

ATHLETES WILL COMPETE ON ONE DAY ONLY. SESSIONS ARE 3-4 HOURS LONG.

FINAL DETAILS WILL BE AVAILABLE 1-2 WEEKS PRIOR TO EACH COMPETITION.



BOOSTERS AT RISING STAR
EIN: 900115056

Dear Future Donor,

Rising Star Gymnastics is always looking for ways to encourage the growth of our gymnast through developmental programs and trainings.

To make this program a success, Boosters at Rising Star (BARS) is asking for community support. All contributions will be greatly appreciated and will be used to improve the success of the young gymnasts at Rising Star. There are several ways you can contribute to the success of this event;

1. **Monetary Sponsorship**, if your donation is valued at \$1,000 or more we will hang any banner you provide in the gym for a full year in honor of your support!
2. **Gift Baskets/Gift Certificates**, which will be used for auction at our events.

All support of any kind will be recognized throughout our program and will be posted throughout the gym or website via sponsor advertising.

Please, e-mail us back with a reply to coordinate the pick up of your donations. A receipt for tax purposes will be sent to you. So we can give your company the recognition it deserves. Please e-mail your logo or ad art to boosters@risingstar.org. If you would like to hang signage in the gym let us know so we can pick it up.

Thank you,

Boosters at Rising Star Board

Rising Star Gymnastics Center
2024 Del Monte Avenue, Suite E
Monterey, CA 93940

Thank you very much for supporting your local youth!

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

DEPARTMENT OF THE TREASURY

Date: **MAR 20 2015**

BOOSTERS AT RISING STARS
2024 E DEL MONTE BLVD
MONTEREY, CA 93940

Employer Identification Number:
90-0115056
DLN:
17053325345004
Contact Person:
ELIZABETH ZAEBST ID# 31610
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a) (2)
Form 990 Required:
Yes
Effective Date of Exemption:
November 15, 2011
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

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

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

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

Sincerely,



Director, Exempt Organizations

Letter 947

BOOSTERS AT RISING STARS

ADDENDUM

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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: May 15, 2025

**SUBJECT: APPROVE A FEE WAIVER FROM SARANGSAM PRISON
MINISTRY FOR THE USE OF THE LAGUNA GRANDE HALL AND
KITCHEN FOR THEIR ANNUAL MUSIC FESTIVAL ON OCTOBER
24, 2025, AND OCTOBER 25, 2025, IN THE AMOUNT OF
\$3,170.85**

RECOMMENDATION

Approve the fee waiver request.

BACKGROUND

The Sarangsam Prison Ministry is a non-profit religious organization, and they are requesting a fee waiver to help cover the costs associated with their annual Music Festival. Their rehearsal is on Friday, October 24, 2025, from 5:00 p.m. to 10:00 p.m. and their free Music Festival is on Saturday, October 25, 2025, from 8:00 a.m. to 10:00 p.m. in the Laguna Grande Hall at the Oldemeyer Center. Their event will be for all ages and is open to the public. They will have classical music with string ensemble, jazz, opera and folk music. The performers range from young students to elderly singers. This event is free and open to the public.

The Sarangsam Prison Ministry Korean band has been performing free of charge at some of the City of Seaside Recreation annual events since 2017. They have become staples for entertainment at the annual Mother's Day Luncheon and the Community Holiday Luncheon. Given their ongoing support to the recreation department, staff recommend that the fees be waived for the rental cost of the facility for their Music Festival.

The City Council has approved this request on an annual basis since 2023.

FISCAL IMPACT

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

Laguna Grande Hall & Kitchen Fee	5 Hours @ \$154.00 per hour	\$ 770.00
(10/24/2025)		
Laguna Grande Hall & Kitchen Fee	14 Hours @ \$154.00 per hour	\$2,156.00
(10/25/2025)		
Insurance		\$ 122.00
<u>Deposit Non-Refundable Portion</u>		<u>\$ 122.85</u>
TOTAL		\$3,170.85

STRATEGIC PRIORITY

3

ATTACHMENTS

1. Sarangsam Prison Ministry - Fee Waiver 2025
2. Sarangsam Prison Ministry - 501(c)(3)

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Sarangsam Prison Ministry
Name of Applicant: Sang K. Jun
Address: 27575 Moorcrest Dr City: Carmel State: CA
Phone: 831-277-8627 Email: sang@yewondentallab.com

EVENT INFORMATION:

Event Title: Sarangsam Music Night Fest
Event Description: Music festival with food to spread awareness to & for our community
Event Date: 10-24 (PM) ~ 10-25 (PM) Room(s) Requested: Kitchen, Dance Studio
Time (including set-up): 5PM-9PM - 10AM-9PM Approximate Number of Guests: 200
5PM-9PM

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: We are non-profit organization
Have you received a Fee Waiver in the past? ☒ Yes, the event was on 2023 & 2024 ☐ No
What is your organization's tax identification number? 84-2739292
What percentage of your members or participants resides in Seaside? 90%
Is your organization based in Seaside? ☐ Yes ☒ No
Is your organization able to provide liability insurance? ☐ Yes ☒ No
Will alcohol be served or sold at your event? ☐ Yes ☒ No

Applicant Signature: Sang K. Jun Date: 4-24-25

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____ Date: _____

Notes: _____



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

CONTACT INFORMATION

ROOM: Laguna Grande Hall

Organization: Sarangsam Prison Ministry

Name of Applicant: Sang K. Jun

Address: 27575 Mooncrest Dr. City: Carmel Zip: 93923

Phone: 831-277-8627 Email: Sangj@yewondentallab.com

Day of Event Contact Name and Phone: Sang Jun / 831-277-8627

☐ Resident ☒ Non-Resident

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

Event Title: Sarangsam Music Night Fest.

*Please attach invitation or flyer if available.

Event Date: 10/24 ~ 10/25, 2025 Approximate Number of Guests: 200

Reservation Time (including set-up): 5 PM - 9 PM Event Time: 10 AM - 9 PM

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

Special Instructions: N/A

Request to use the City's:

*Subject to availability

☒ Podium

☐ Microphone

☐ Projector Screen

**Projectors and other electronic equipment will not be provided

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

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

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

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

Applicant Signature: Sang K Jun

Date: 4-25-25

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Parks & Recreation Department



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

FACILITY SELECTION

☒ LAGUNA GRANDE HALL

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

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

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

Alcohol Premium: \$63.00 (2023)

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

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

☐ BLACKHORSE MEETING ROOM

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

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

☐ DANCE STUDIO

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

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

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

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

☐ SEASIDE MEETING ROOM

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

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

☐ SEASIDE COMMUNITY CENTER (SOPER)

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

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

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

Alcohol Premium: \$63.00 (2023)

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

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

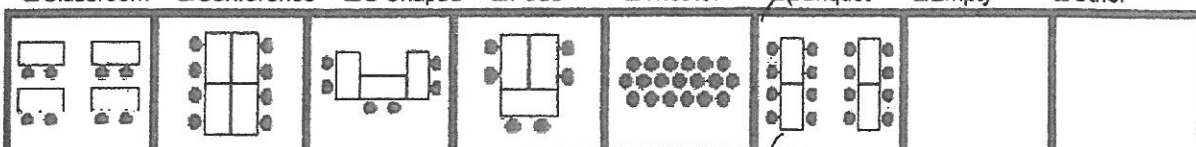
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

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

SEATING CONFIGURATION

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

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



*Please see attached.
(same provided on 2024 too)*



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

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

IMPORTANT THINGS TO NOTE

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

Food Sales and Prohibited Goods & Materials:

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

Initials: SKJ



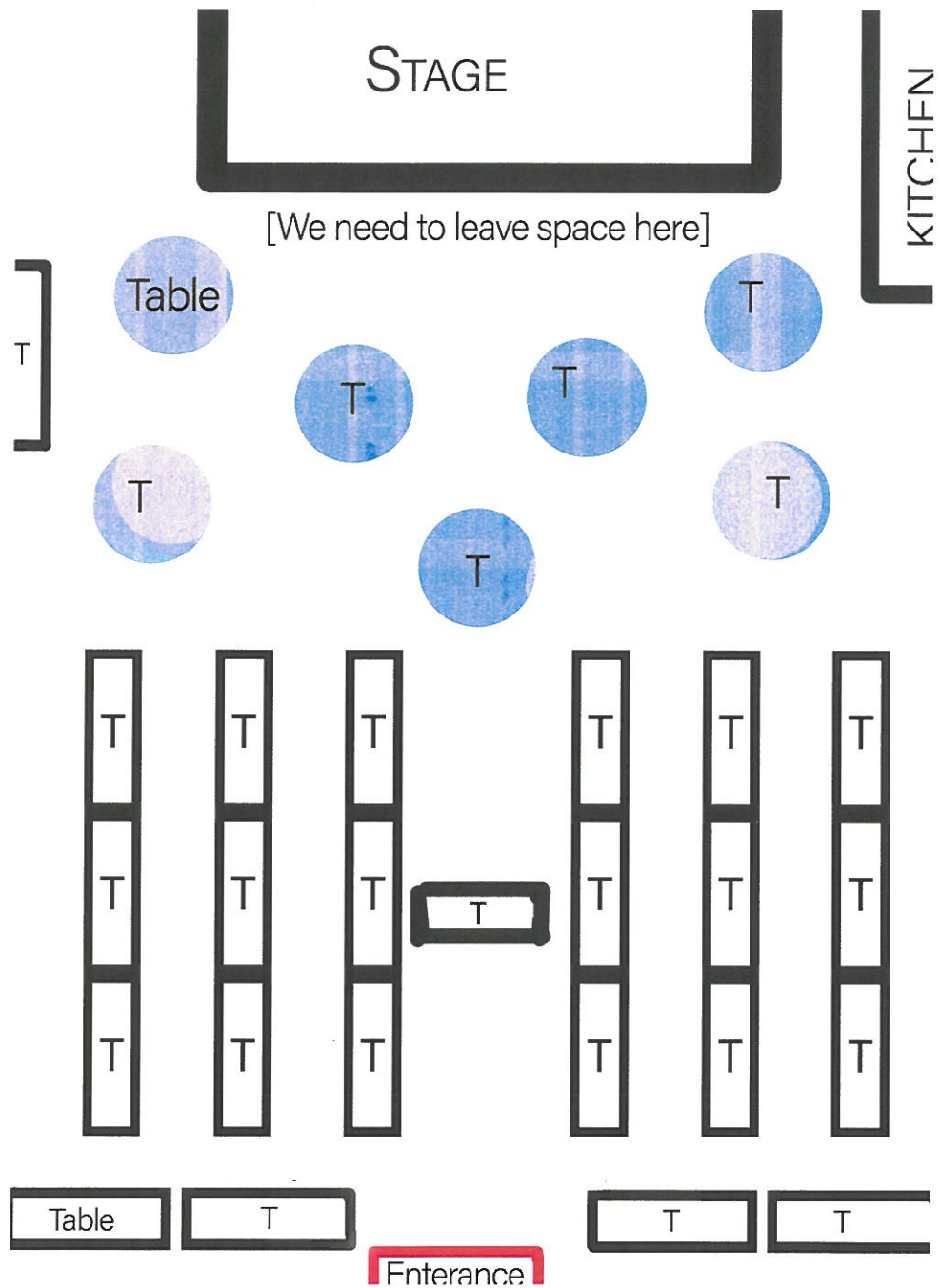
**SEASIDE
CALIFORNIA**

Facility Use Rental Request Form

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

RULES, REGULATIONS & CONDITIONS OF USE

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



Tax ID # 84-2739292



Secretary of State
Articles of Incorporation of a
Nonprofit Religious Corporation

ARTS-RE

4308087

FILED *ew*
Secretary of State
State of California
AUG 15 2019 *JAT*

IMPORTANT — Read Instructions before completing this form.

Filing Fee - \$30.00

Copy Fees - First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00

Note: A separate California Franchise Tax Board application is required to obtain tax exempt status. For more information, go to <https://www.ftb.ca.gov>.

ncc

This Space For Office Use Only

1. Corporate Name (Go to www.sos.ca.gov/business/be/name-availability for general corporate name requirements and restrictions.)

The name of the corporation is SARANGSAM

2. Business Addresses (Enter the complete business addresses. Item 2a cannot be a P.O.Box or "in care of" an individual or entity.)

a. Initial Street Address of Corporation - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
27575 Mooncrest Dr.	Carmel	CA	93923
b. Initial Mailing Address of Corporation, if different than item 2a	City (no abbreviations)	State	Zip Code

3. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL - Complete Items 3a and 3b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Sang	K.	Jun	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
27575 Mooncrest Dr.	Carmel	CA	93923

CORPORATION - Complete Item 3c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 3a or 3b

4. Purpose Statement

This corporation is a religious corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Religious Corporation Law exclusively for religious purposes.

5. Additional Statements (The following statements are for tax-exempt status in California. See Instructions and Filing Tips.)

- a. The specific purpose of this corporation is to share the Gospel of Jesus Christ through praising activities
- b. This corporation is organized and operated exclusively for religious purposes within the meaning of Internal Revenue Code section 501(c)(3).
- c. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.
- d. The property of this corporation is irrevocably dedicated to the purposes in Article 4 hereof and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.
- e. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3).

6. Read and Sign Below (This form must be signed by each incorporator. See Instructions. Do not include a title.)

Sang K. Jun
Signature

Sang K. Jun

Type or Print Name

ARTS-RE (REV 06/2019)

2019 California Secretary of State
bizfile.sos.ca.gov



I hereby certify that the foregoing transcript of _____ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 29 2021

Shirley N. Weber



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Paul Blaha, Deputy Fire Chief

DATE: May 15, 2025

SUBJECT: APPROVE THE SALE OF SAFE AND SANE FIREWORKS IN THE CITY OF SEASIDE, JUNE 28-JULY 5 BY MONTEREY BAY CHRISTIAN SCHOOL, MONTEREY CONDORS CLUB, WORLD OUTREACH SERVICES, INC., SEASIDE AQUATIC CLUB, INC., THE VILLAGE PROJECT, IGLESIA VIDA CAMINO VERDAD OF THE ASSEMBLIES OF GOD, AND RECOGNIZING MILITARY SERVICE CENTER

RECOMMENDATION

Approve the non-profit vendor list and locations for the sale of safe and sane fireworks in the City of Seaside from June 28 to July 5.

BACKGROUND

The purpose of this item is for the City Council to discuss and consider allowing seven (7) non-profit organizations to sell "safe and sane" fireworks in the City of Seaside from 12:00 p.m. on June 28, 2025 (after a fire inspection) through 10:00 p.m. on July 5, 2025. If the non-profits pass the inspection, they will be issued a permit to sell.

Four of the fireworks stands will be located on private property and three have requested to be on city-owned property pending City Council Approval. The sale of safe and sane fireworks on city-owned property is a separate agenda item for this council meeting.

"Safe and sane" firework sales are regulated under Seaside Municipal Code Chapter 8.32 (Ordinance No. 1014). Exception 8.32.050 is titled "Safe and Sane Fireworks."

The Ordinance states, "the sale, display for sale, and use of "safe and sane" fireworks

shall be permitted only during that period beginning at noon on June 28 and ending at Item No. 7.H. Page 2 of 3, 10:00 p.m., July 5 of the same year. It shall be unlawful for any person to sell "safe and sane" fireworks within the City of Seaside without having first applied for and received a permit from the city as required in this chapter. Only "safe and sane" fireworks certified by the State of California Fire Marshal can be sold.

This ordinance allows non-profit agencies based in the City of Seaside (and or serving residents in the City of Seaside) to sell "safe and sane" fireworks in order to benefit the youth and adults that live in the City of Seaside. A prerequisite of this ordinance includes certification by the Secretary of State of California or the Internal Revenue Service, along with a current mailing address within the City of Seaside.

The following non-profit organizations have submitted an application for approval to sell "safe and sane" fireworks, listed in the order they were submitted:

Monterey Bay Christian Center
Location: 1510 Fremont Blvd

Monterey Condors
Location: 1271 Canyon Del Rey (City Property)

World Outreach Services, Inc.
Location: 1561-1671 Del Monte (City Property-Parking Lot #2)

Seaside Aquatics Club, Inc.
Broadway & Del Monte (City Property-Parking Lot #1)

The Village Project 1391 Fremont Blvd

Iglesia Vida, Camino, Verdad of the Assemblies of God
Location: 1349 Canyon Del Rey

Recognizing Military Service Center
2087 Del Monte Blvd.

FISCAL IMPACT

The City will receive 7% of gross sales

STRATEGIC PRIORITY

ATTACHMENTS

1. Ord. 2026 Fireworks Ordinance (1)

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

ORDINANCE NO. 2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING SEASIDE MUNICIPAL CODE SECTION 8.32 FIREWORKS TO ADD A NEW SECTION 8.32.211 DAILY CURFEW FOR USE OF SAFE AND SANE FIREWORKS

WHEREAS, the City of Seaside has regulated fireworks since 1970; and

WHEREAS, in 2014 the City added Chapter 8.32 to the Seaside Municipal Code to prohibit all fireworks, but provided a narrow exception to allow the sale, use and possession of safe and sane fireworks during the period of June 28 through noon on July 5; and

WHEREAS, in 2019 and 2020, the City adopted Urgency Ordinances establishing a daily curfew for the use of safe and sane fireworks at 10:00 p.m.; and

WHEREAS, there continue to be multiple complaints of noise and abuses related to the use of fireworks; and

WHEREAS, during the 2023 fireworks season, Seaside Police Department reported that use of safe and sane fireworks inhibited and obscured their ability to enforce against illegal fireworks users; and

WHEREAS, on or about October 5, 2023, the Seaside Police Department and Fire Department made a series of recommendations to assist in the enforcement against illegal fireworks, including that a daily curfew be imposed on the use of safe and sane fireworks and the City Council directed staff to pursue certain of those recommendations; and

WHEREAS, it is appropriate to amend Seaside Municipal Code (SMC) Chapter 8.32 to create a daily curfew for the use of safe and sane fireworks; and

WHEREAS, amendments to SMC Chapter 8.32 adding a new provision for a curfew on the use of safe and sane fireworks. This item is not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PURPOSE AND FINDINGS

The purpose of this Ordinance is to add a new Section to Chapter 8.32 Fireworks, establishing a curfew for the use of safe and sane during the time period June 28 through July 5.

SECTION 2. PROPOSED TEXT AMENDMENT

The Seaside Municipal Code Section 8.32 shall add a new section and reference to the same as follows:

8.32.211 Daily Curfew for use of Safe and Sane Fireworks.

There will be a 10:00 p.m. curfew each evening for the use of Safe and Sane Fireworks beginning the first day of sane and sane fireworks sales at 12:00 p.m. June 28 and ending 10:00 p.m. on July 5 (the final day of sales).

SECTION 3. SEVERABILITY

- A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provision of this Ordinance are severable.
- B. The City Council hereby declares that it would have passed each section subsection, subdivision, paragraph, sentence, clause or phase thereof irrespective of the fact that any one or more sections, subsections, subdivision, paragraphs, sentences clause or phrases be held unconstitutional, invalid or unenforceable.

SECTION 4. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

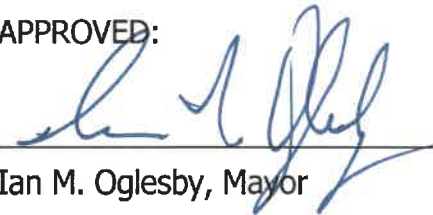
INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside, State of California, on the 16th day of November, 2023.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 1st day of February 2024, by the following vote:

AYES:	4	COUNCIL MEMBERS:	Burks, Garcia-Arrazola, Oglesby, Pacheco
NOES:	1	COUNCIL MEMBERS:	Miller
ABSENT:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None



APPROVED:


Ian M. Oglesby, Mayor

ATTEST:


Dominique L. Davis, City Clerk

APPROVED AS 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: Jose Bazua, Economic Development Director
Laura Calata, Administrative Analyst

DATE: May 15, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A USE AGREEMENT WITH SEASIDE AQUATIC CLUB,
INC. FOR A FIREWORKS BOOTH ON CITY-OWNED PROPERTY
LOCATED AT 490 BROADWAY AVENUE**

RECOMMENDATION

Adopt the resolution and authorize a use agreement.

BACKGROUND

The "Seaside Dolphins" have been using Municipal Parking Lot 1, located at the southwest corner of Broadway Avenue and Contra Costa Street, for their annual fireworks fundraiser for the past five years. The location map is provided as Attachment 2. The site was previously owned by the Coniglio Family Trust. Following the City of Seaside's acquisition of the property in 2022, the applicant is required to receive authorization from the current owner of record. The applicant's letter of request is provided as Attachment 3.

Prior to conducting firework sales on the project site, the Seaside Dolphins had an extensive record of operating sales elsewhere in the City for over 20 years. There have been no negative comments related to the sale of fireworks by the Seaside Dolphins at the project location or other sites that have been used by the Seaside Dolphins in the City.

The sale of safe and sane fireworks will occur from June 28th through July 5th. A site plan of the fireworks sales area is provided as Attachment 4. The fireworks booth will measure approximately 12 feet wide by 20 feet in length. Set-up and breakdown of the

event would occur between June 20th and July 8th, 2025. Additionally, a 12 foot by 20 foot metal storage container will be placed near the fireworks booth for the storage of fireworks being sold on-site, in accordance with State Law. Sales hours will generally occur between 10 am and 10 pm daily. Site photographs of the Fireworks Sales Area are provided as Attachment 5.

The nearest residential properties are located 300 feet to the south, with the residential area buffered by the Acme Coffee site, which lies between the residential property and the project site. A minimum distance of 30 feet is required for residential use.

Before receiving a clearance from the Fire Marshall to begin sales, the fireworks vendor will be responsible for providing the required Certificate of Insurance naming the City of Seaside as additional insured for \$2,000,000 per occurrence and \$4,000,000 as an aggregate minimum.

FISCAL IMPACT

There is no anticipated fiscal impact on the City of Seaside associated with this Use Agreement.

STRATEGIC PRIORITY

Not Applicable

ATTACHMENTS

1. Resolution
2. Attachment 2- Location Map
3. Attachment 3- Letter of Request
4. Attachment 4- Site Plan
5. Attachment 5- Site Photographs

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A USE AGREEMENT WITH SEASIDE AQUATIC CLUB, INC. FOR A FIREWORKS BOOTH ON A CITY-OWNED PROPERTY LOCATED AT 490 BROADWAY AVENUE.

WHEREAS, Seaside Aquatic Club, Inc. , a non-profit organization , filed a request for the placement of a fireworks booth and sales of fireworks at a portion of parcel APN 011-302-002, more commonly known as 490 Broadway Avenue; and

WHEREAS, on May 15, 2025, the City Council of the City of Seaside held a public hearing to consider approving the request for the retail sales of fireworks for Seaside Aquatic Club, Inc. from June 28th through July 5th, 2025; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute the Use Agreement with Seaside Aquatic Club, Inc. attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 15th day of May, 2025, by the following vote:

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

APPROVED:

ATTEST:

Ian N. Oglesby, Mayor

Dominique L. Davis, City Clerk

EXHIBIT A

USE AGREEMENT

THIS AGREEMENT is entered into this 15th day of May, 2025, by and between the City of Seaside, a municipal corporation, hereinafter referred to as “CITY” and Seaside Aquatic Club, Inc., a non-profit organization, hereinafter referred to as “TENANT.”

1. PREMISES

The CITY authorizes the TENANT to use a portion of the land known as Assessor’s Parcel Number 011-302-002, located at 490 Broadway Avenue, hereafter the “PREMISES” shown on the attached site plan (Attachment 1).

2. TERM OF AGREEMENT

The parties hereto agree that the TENANT shall have exclusive use of the PREMISES herein described from June 28 to July 5, 2025.

3. INSURANCE

The TENANT shall procure and maintain, at its own cost and expense, an insurance policy acceptable to the CITY, in the minimum amount of two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) as an aggregate, insuring the TENANT and the CITY against any and all liabilities arising from the use of the PREMISES as set forth in this Agreement. The TENANT shall provide the CITY with a certificate of insurance reflecting the terms of this Paragraph. The TENANT shall maintain said insurance in full force and effect throughout the entire term of this Agreement.

4. INDEMNITY

In consideration of this Use Agreement issued by the CITY to allow the tenant to use the PREMISES for the sales of fireworks, the TENANT hereby agrees to defend, indemnify, and hold harmless the CITY, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney’s fees from every cause, including but not limited to injury to person(s) or property or wrongful death arising directly or indirectly out of any act or omission of the TENANT or its agents, officers, and employees or volunteers resulting or alleged to have resulted, directly or indirectly, wholly or partially, from the TENANT’S aforementioned use of the property. In addition, the TENANT agrees to waive subrogation rights for any Workers’ Compensation related injuries. The CITY make no warranty as to the suitability of the property for the aforementioned use of the property. Therefore, the TENANT has a

duty to inspect the site for potential hazards; correct any hazards discovered and warn participants of any potential for hazards.

5. CONDITIONS OF USE

Use of said PREMISES is subject to the following terms and conditions:

(a) All temporary signs, banners, fencing and other materials used in connection with the Fireworks sales shall remain within the boundaries of the PREMISES and not encroach into a public right-of-way.

(b) The subject property shall be cleared of all litter and Fireworks merchandise refuse materials at least once a day throughout the approved event. The subject property shall be completely cleared of litter and ancillary equipment at the end of the event.

(c) Prior to beginning Fireworks sales, the TENANT must receive approval of a final inspection with the Fire Marshal.

(d) Prior to installation of any temporary lights, the TENANT shall obtain approval of any and all required building permits, including electrical permits, prior to installation.

6. UTILITIES

The TENANT shall be solely responsible for all utilities furnished to said PREMISES.

7. RESPONSIBILITY FOR PREMISES

The TENANT shall quit and surrender the PREMISES following termination of use under this Agreement in as good a state and condition as they were at the commencement of such use, reasonable wear and tear thereof and damages by the elements accepted. The TENANT also agrees that if said PREMISES are damaged during the terms of this Agreement, by the act, default, or negligence of the TENANT, its officers, agents, employees, guests, patrons, or any person or persons permitted onto said PREMISES by the TENANT, the TENANT shall pay to the CITY upon demand such sum as shall be necessary to restore said PREMISES to the condition they were in at the commencement of use pursuant to this Agreement.

8. COMPLIANCE WITH LAWS

The TENANT shall comply with all laws, statutes, ordinances, rules or regulations of the United States, the State of California, the City of Seaside and any department or agency thereof, including such regulations now in force or to be established pertaining to the use of the PREMISES.

9. TERMINATION

The CITY and the TENANT specifically agree that any default by the TENANT shall be an immediate breach and the CITY shall have an immediate right to terminate this Agreement upon twenty-four (24) hours written notice to the TENANT.

10. 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 fees which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the TENANT and the CITY. No term, provision or condition of this Agreement may be altered or amended, nor may any term, provision or condition be added to this Agreement, except by a written amendment be executed by both the TENANT and the CITY.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 15th day of May, 2025.

City of Seaside

Greg McDanel, CITY MANAGER

Tenant (Non-Profit Group)

Seaside Aquatic Club, Inc.
(Name of Organization)

Print Name/Title

Signature

ATTACHMENT:

1. Attachment 1- Site Plan

Attachment 1

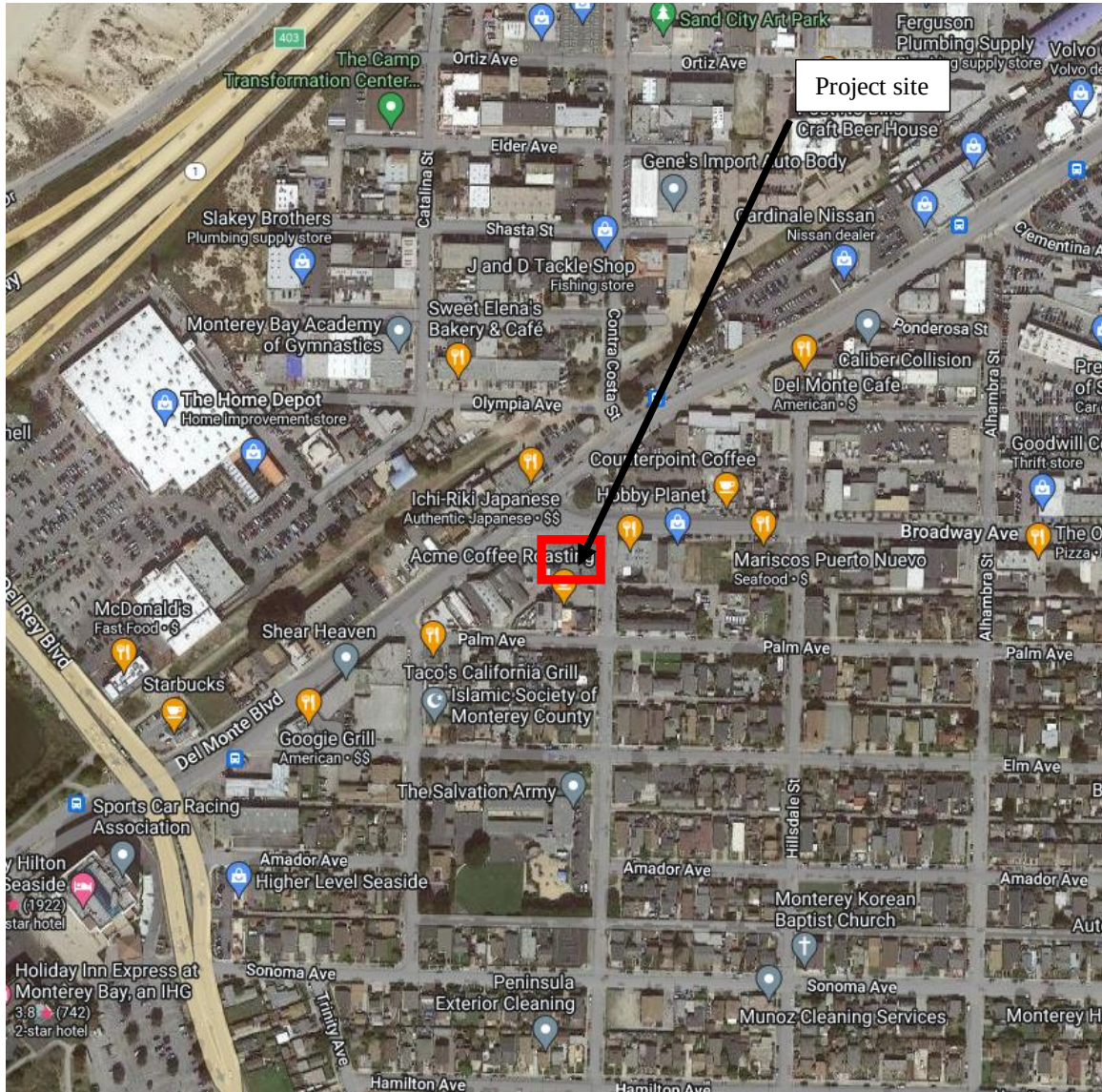
Site Plan



Attachment 2

Location Map

Project Site: 490 Broadway Avenue



Seaside Aquatic Club – The Dolphins

POB 950

Seaside, CA 93955

April 21, 2025

Laura Calata
Community Development
Seaside, CA 93955
To Whom it May Concern:

The Seaside Aquatics Club is requesting a fee waiver for the use the parking lot space located on 490 Broadway and Del Monte in Seaside as we have used that space for that last four years.

If you need anything further or have any questions, please do not hesitate to contact me.

On behalf of the Seaside Aquatics Club I want to thank the City and staff for your assistance and support.

Sincerely, 

Kenneth Fittro – Head Coach

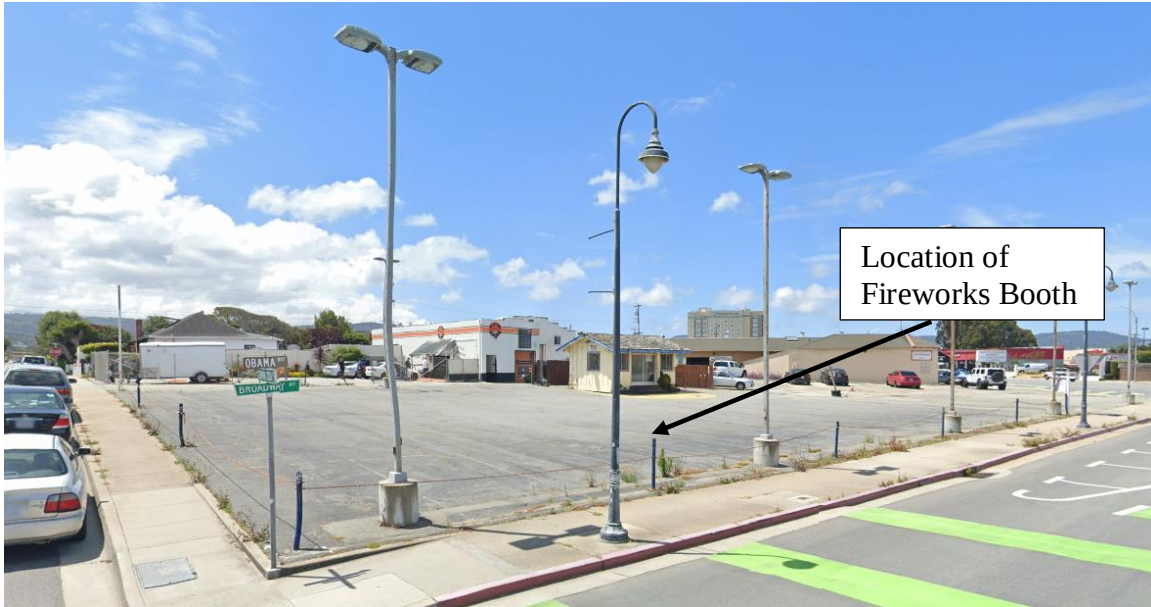
backstrider@aol.com (831)402-0312

Attachment 4

Project Site: 490 Broadway Avenue



Attachment 5 Site Photos



View from corner of Contra Costa Street and Broadway Avenue



View from Contra Costa Street



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Jose Bazua, Economic Development Director
Laura Calata, Administrative Analyst

DATE: May 15, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A USE AGREEMENT WITH MONTEREY CONDORS CLUB
FOR A FIREWORKS BOOTH ON CITY-OWNED PROPERTY
LOCATED AT 1271 CANYON DEL REY BOULEVARD**

RECOMMENDATION

Adopt the resolution and authorize a use agreement.

BACKGROUND

Monterey Condors Club has been operating a fireworks booth in the City of Seaside for two years. The site previously used will be occupied by a different organization hence the reason they are requesting to use a portion of 1271 Canyon Del Rey Boulevard. The City of Seaside acquired the property in 2022; thus, the applicant is required to receive authorization from the owner of record. The applicant's letter of request is provided as Attachment 3, and the location map is provided as Attachment 2.

Monterey Condors Club has a record of operating sales elsewhere in the City. There have been no negative comments related to the sale of fireworks by Monterey Condors Club at their previous site.

The sale of safe and sane fireworks will occur from June 28th through July 5th. A site plan of the fireworks sales area is provided as Attachment 4. The fireworks booth will measure approximately 12 feet wide by 20 feet in length. Set-up and breakdown of the event would occur between June 20th and July 8th, 2025. Additionally, a 12 foot by 20 foot metal storage container will be placed near the fireworks booth for the storage of fireworks being sold on-site, in accordance with State Law. Sales hours will

generally occur between 10 am and 10 pm daily. Site photographs of the Fireworks Sales Area are provided as Attachment 5.

The nearest residential properties are located 60 feet to the east, with the residential area buffered by four lanes of Canyon Del Rey Boulevard. A minimum distance of 30 feet is required for residential use.

Before receiving a clearance from the Fire Marshall to begin sales, the fireworks vendor will be responsible for providing the required Certificate of Insurance naming the City of Seaside as additional insured for \$2,000,000 per occurrence and \$4,000,000 as an aggregate minimum.

FISCAL IMPACT

There is no anticipated fiscal impact on the City of Seaside associated with this Use Agreement.

STRATEGIC PRIORITY

Not Applicable

ATTACHMENTS

1. Resolution
2. Attachment 2- Location Map
3. Attachment 3- Letter of Request
4. Attachment 4- Site Plan
5. Attachment 5- Site Photographs

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A USE AGREEMENT WITH MONTEREY CONDORS CLUB FOR A FIREWORKS BOOTH ON A CITY-OWNED PROPERTY LOCATED AT 1271 CANYON DEL REY BOULEVARD.

WHEREAS, Monterey Condors Club , a non-profit organization , filed a request for the placement of a fireworks booth and sales of fireworks at a portion of parcel APNs 011-371-005 and 011-371-022, more commonly known as 1271 Canyon del Rey Boulevard; and

WHEREAS, on May 15, 2025, the City Council of the City of Seaside held a public hearing to consider approving the request for the retail sales of fireworks for Monterey Condors Club from June 28th through July 5th, 2025; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute the Use Agreement with Monterey Condors Club attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 15th day of May, 2025, by the following vote:

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

APPROVED:

ATTEST:

Ian N. Oglesby, Mayor

Dominique L. Davis, City Clerk

EXHIBIT A

USE AGREEMENT

THIS AGREEMENT is entered into this 15th day of May, 2025, by and between the City of Seaside, a municipal corporation, hereinafter referred to as “CITY” and Monterey Condors Club, a non-profit organization, hereinafter referred to as “TENANT.”

1. PREMISES

The CITY authorizes the TENANT to use a portion of the land known as Assessor’s Parcel Numbers 011-371-005 and 011-371-022, located at 1271 Canyon del Rey Boulevard, hereafter the “PREMISES” shown on the attached site plan (Attachment 1).

2. TERM OF AGREEMENT

The parties hereto agree that the TENANT shall have exclusive use of the PREMISES herein described from June 28 to July 5, 2025.

3. INSURANCE

The TENANT shall procure and maintain, at its own cost and expense, an insurance policy acceptable to the CITY, in the minimum amount of two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) as an aggregate, insuring the TENANT and the CITY against any and all liabilities arising from the use of the PREMISES as set forth in this Agreement. The TENANT shall provide the CITY with a certificate of insurance reflecting the terms of this Paragraph. The TENANT shall maintain said insurance in full force and effect throughout the entire term of this Agreement.

4. INDEMNITY

In consideration of this Use Agreement issued by the CITY to allow the tenant to use the PREMISES for the sales of fireworks, the TENANT hereby agrees to defend, indemnify, and hold harmless the CITY, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney’s fees from every cause, including but not limited to injury to person(s) or property or wrongful death arising directly or indirectly out of any act or omission of the TENANT or its agents, officers, and employees or volunteers resulting or alleged to have resulted, directly or indirectly, wholly or partially, from the TENANT’S aforementioned use of the property. In addition, the TENANT agrees to waive subrogation rights for any Workers’ Compensation related injuries. The CITY make no warranty as to the suitability of the

property for the aforementioned use of the property. Therefore, the TENANT has a duty to inspect the site for potential hazards; correct any hazards discovered and warn participants of any potential for hazards.

5. CONDITIONS OF USE

Use of said PREMISES is subject to the following terms and conditions:

(a) All temporary signs, banners, fencing and other materials used in connection with the Fireworks sales shall remain within the boundaries of the PREMISES and not encroach into a public right-of-way.

(b) The subject property shall be cleared of all litter and Fireworks merchandise refuse materials at least once a day throughout the approved event. The subject property shall be completely cleared of litter and ancillary equipment at the end of the event.

(c) Prior to beginning Fireworks sales, the TENANT must receive approval of a final inspection with the Fire Marshal.

(d) Prior to installation of any temporary lights, the TENANT shall obtain approval of any and all required building permits, including electrical permits, prior to installation.

6. UTILITIES

The TENANT shall be solely responsible for all utilities furnished to said PREMISES.

7. RESPONSIBILITY FOR PREMISES

The TENANT shall quit and surrender the PREMISES following termination of use under this Agreement in as good a state and condition as they were at the commencement of such use, reasonable wear and tear thereof and damages by the elements accepted. The TENANT also agrees that if said PREMISES are damaged during the terms of this Agreement, by the act, default, or negligence of the TENANT, its officers, agents, employees, guests, patrons, or any person or persons permitted onto said PREMISES by the TENANT, the TENANT shall pay to the CITY upon demand such sum as shall be necessary to restore said PREMISES to the condition they were in at the commencement of use pursuant to this Agreement.

8. COMPLIANCE WITH LAWS

The TENANT shall comply with all laws, statutes, ordinances, rules or regulations of the United States, the State of California, the City of Seaside and any department or

agency thereof, including such regulations now in force or to be established pertaining to the use of the PREMISES.

9. TERMINATION

The CITY and the TENANT specifically agree that any default by the TENANT shall be an immediate breach and the CITY shall have an immediate right to terminate this Agreement upon twenty-four (24) hours written notice to the TENANT.

10. 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 fees which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the TENANT and the CITY. No term, provision or condition of this Agreement may be altered or amended, nor may any term, provision or condition be added to this Agreement, except by a written amendment be executed by both the TENANT and the CITY.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 15th day of May, 2025.

City of Seaside

Tenant (Non-Profit Group)

Greg McDanel, CITY MANAGER

Monterey Condors Club
(Name of Organization)

Print Name/Title

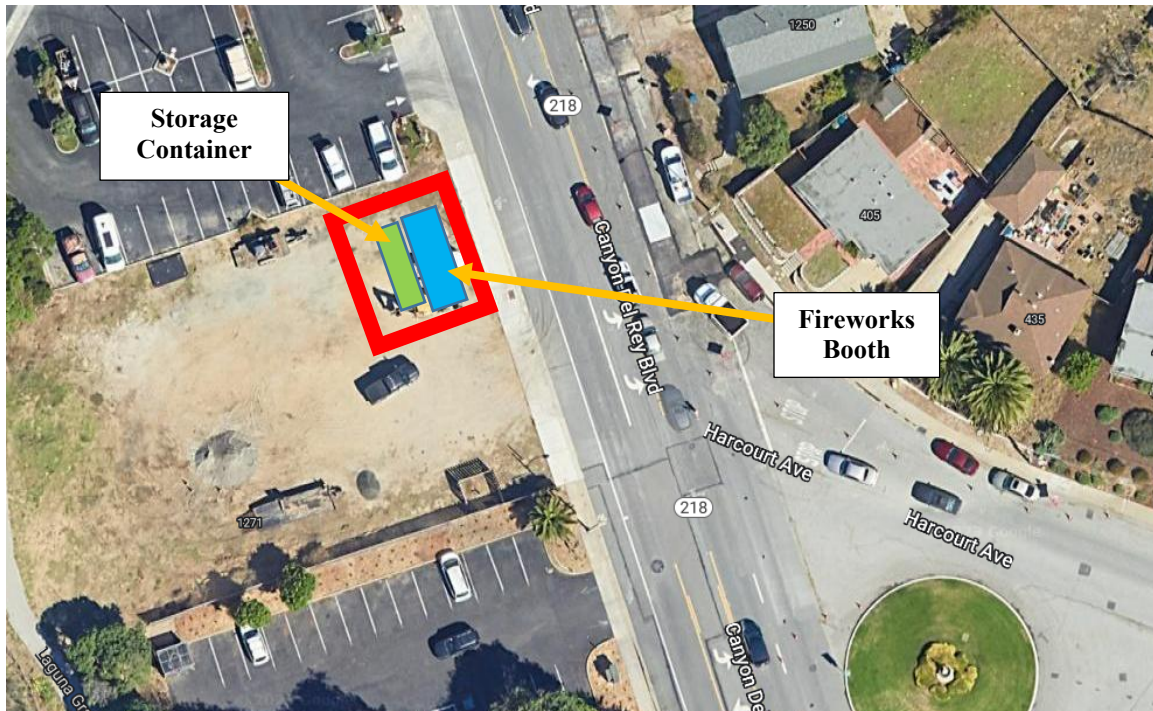
Signature

ATTACHMENT:

1. Attachment 1- Site Plan

Attachment 1

Site Plan



Attachment 2

Location Map

Project Site: 1271 Canton Del Rey Boulevard



Attachment 3 Letter of Request

EIN: 81-4852061

Permit to Use City Land

April 10th, 2025

Dear **City of Seaside**

I hope this letter finds you well. I am Marco Pulido, representing Monterey Condors Club, and I am writing to formally request permission to use the land located at **1271 Canyon del Ray Blvd, Seaside, CA 93955**.

This request is to sell fireworks for the 4th of July, starting on June 28th and ending on July 4th.

I am fully committed to complying with all city regulations and guidelines regarding the use of public land. Should my request be approved, I am prepared to collaborate with the appropriate city departments to ensure that all necessary permits, insurance, and safety measures are properly in place.

Please let me know if there are specific procedures or additional documentation required to proceed with this application. I would greatly appreciate the opportunity to discuss this proposal further and address any questions or concerns you may have.

Thank you for considering my request, I look forward to your positive response and the possibility of contributing to the Seaside community.

At Your Service,

Marco Pulido
Executive Director (831) 594-2214
montereycondorsclub.com
condorsclubacademysoccer@gmail.com



Attachment 4 Site Plan

1271 Canyon Del Rey Boulevard



Attachment 5 Site Photos





CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Jose Bazua, Economic Development Director
Laura Calata, Administrative Analyst

DATE: May 15, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A USE AGREEMENT WITH WORLD OUTREACH
SERVICES, INC. FOR A FIREWORKS BOOTH ON CITY-OWNED
PROPERTY LOCATED AT 1561-1571 DEL MONTE BOULEVARD**

RECOMMENDATION

Adopt the resolution and approve the use agreement.

BACKGROUND

World Outreach Services, Inc. has experience operating a fireworks booth for in the City of Seaside for various years. The site previously used has been leased and will be occupied by a new tenant; hence, they are requesting to use Municipal Parking Lot #2, located at 1561-1571 Del Monte Boulevard. The City of Seaside acquired the property in 2022; thus, the applicant is required to receive authorization from the owner of record. The applicant's letter of request is provided as Attachment 3. The location map is provided as Attachment 2.

World Outreach Services, Inc. has operated a fireworks booth for the past three years elsewhere in the City. There have been no negative comments related to the sale of fireworks by World Outreach Services, Inc. at their previous site.

The sale of safe and sane fireworks will occur from June 28th through July 5th. A site plan of the fireworks sales area is provided as Attachment 4. The fireworks booth will measure approximately 12 feet wide by 20 feet in length. Set-up and breakdown of the event would occur between June 20th and July 8th, 2025. Additionally, a 12 foot

by 20 foot metal storage container will be placed near the fireworks booth for the storage of fireworks being sold on-site, in accordance with State Law. Sales hours will generally occur between 10 am and 10 pm daily. Site photographs of the Fireworks Sales Area are provided as Attachment 5.

The nearest residential properties are located 250 feet to the north, with the residential area buffered four lanes of Del Monte Boulevard. A minimum distance of 30 feet is required for residential use.

Before receiving a clearance from the Fire Marshall to begin sales, the fireworks vendor will be responsible for providing the required Certificate of Insurance naming the City of Seaside as additional insured for \$2,000,000 per occurrence and \$4,000,000 as an aggregate minimum.

FISCAL IMPACT

There is no anticipated fiscal impact on the City of Seaside associated with this Use Agreement.

STRATEGIC PRIORITY

Not Applicable

ATTACHMENTS

1. Resolution
2. Attachment 2- Location Map
3. Attachment 3- Letter of Request
4. Attachment 4- Site Plan
5. Attachment 5- Site Photographs

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A USE AGREEMENT WITH WORLD OUTREACH SERVICES, INC. FOR A FIREWORKS BOOTH ON A CITY-OWNED PROPERTY LOCATED AT 1561-1571 DEL MONTE BOULEVARD.

WHEREAS, World Outreach Services, Inc. , a non-profit organization , filed a request for the placement of a fireworks booth and sales of fireworks at a portion of parcel APNs 011-301-010, 011-301-011, 011-301-023 and 011-301-024, more commonly known as 1561-1571 Del Monte Avenue (Municipal Parking Lot #2); and

WHEREAS, on May 15, 2025, the City Council of the City of Seaside held a public hearing to consider approving the request for the retail sales of fireworks for World Outreach Services, Inc. from June 28th through July 5th, 2025; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute the Use Agreement with World Outreach Services, Inc. attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 15th day of May, 2025, by the following vote:

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

APPROVED:

ATTEST:

Ian N. Oglesby, Mayor

Dominique L. Davis, City Clerk

EXHIBIT A

USE AGREEMENT

THIS AGREEMENT is entered into this 15th day of May, 2025, by and between the City of Seaside, a municipal corporation, hereinafter referred to as “CITY” and World Outreach Services, Inc., a non-profit organization, hereinafter referred to as “TENANT.”

1. PREMISES

The CITY authorizes the TENANT to use a portion of the land known as Assessor’s Parcel Numbers 011-301-010, 011-301-011, 011-301-023, and 011-301-024, located at 1561-1571 Del Monte Avenue, hereafter the “PREMISES” shown on the attached site plan (Attachment 1).

2. TERM OF AGREEMENT

The parties hereto agree that the TENANT shall have exclusive use of the PREMISES herein described from June 28 to July 5, 2025.

3. INSURANCE

The TENANT shall procure and maintain, at its own cost and expense, an insurance policy acceptable to the CITY, in the minimum amount of two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) as an aggregate, insuring the TENANT and the CITY against any and all liabilities arising from the use of the PREMISES as set forth in this Agreement. The TENANT shall provide the CITY with a certificate of insurance reflecting the terms of this Paragraph. The TENANT shall maintain said insurance in full force and effect throughout the entire term of this Agreement.

4. INDEMNITY

In consideration of this Use Agreement issued by the CITY to allow the tenant to use the PREMISES for the sales of fireworks, the TENANT hereby agrees to defend, indemnify, and hold harmless the CITY, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney’s fees from every cause, including but not limited to injury to person(s) or property or wrongful death arising directly or indirectly out of any act or omission of the TENANT or its agents, officers, and employees or volunteers resulting or alleged to have resulted, directly or indirectly, wholly or partially, from the TENANT’S aforementioned use of the property. In addition, the TENANT agrees to waive subrogation rights for any Workers’

Compensation related injuries. The CITY make no warranty as to the suitability of the property for the aforementioned use of the property. Therefore, the TENANT has a duty to inspect the site for potential hazards; correct any hazards discovered and warn participants of any potential for hazards.

5. CONDITIONS OF USE

Use of said PREMISES is subject to the following terms and conditions:

- (a) All temporary signs, banners, fencing and other materials used in connection with the Fireworks sales shall remain within the boundaries of the PREMISES and not encroach into a public right-of-way.
- (b) The subject property shall be cleared of all litter and Fireworks merchandise refuse materials at least once a day throughout the approved event. The subject property shall be completely cleared of litter and ancillary equipment at the end of the event.
- (c) Prior to beginning Fireworks sales, the TENANT must receive approval of a final inspection with the Fire Marshal.
- (d) Prior to installation of any temporary lights, the TENANT shall obtain approval of any and all required building permits, including electrical permits, prior to installation.

6. UTILITIES

The TENANT shall be solely responsible for all utilities furnished to said PREMISES.

7. RESPONSIBILITY FOR PREMISES

The TENANT shall quit and surrender the PREMISES following termination of use under this Agreement in as good a state and condition as they were at the commencement of such use, reasonable wear and tear thereof and damages by the elements accepted. The TENANT also agrees that if said PREMISES are damaged during the terms of this Agreement, by the act, default, or negligence of the TENANT, its officers, agents, employees, guests, patrons, or any person or persons permitted onto said PREMISES by the TENANT, the TENANT shall pay to the CITY upon demand such sum as shall be necessary to restore said PREMISES to the condition they were in at the commencement of use pursuant to this Agreement.

8. COMPLIANCE WITH LAWS

The TENANT shall comply with all laws, statutes, ordinances, rules or regulations of the United States, the State of California, the City of Seaside and any department or

agency thereof, including such regulations now in force or to be established pertaining to the use of the PREMISES.

9. TERMINATION

The CITY and the TENANT specifically agree that any default by the TENANT shall be an immediate breach and the CITY shall have an immediate right to terminate this Agreement upon twenty-four (24) hours written notice to the TENANT.

10. 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 fees which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the TENANT and the CITY. No term, provision or condition of this Agreement may be altered or amended, nor may any term, provision or condition be added to this Agreement, except by a written amendment be executed by both the TENANT and the CITY.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 15th day of May, 2025.

City of Seaside

Tenant (Non-Profit Group)

Greg McDanel, CITY MANAGER

World Outreach Services, Inc.
(Name of Organization)

Print Name/Title

Signature

ATTACHMENT:

1. Attachment 1- Site Plan

Attachment 1

Site Plan



Attachment 2 Location Map





Attachment 3
Letter of Request Website : wos2006.com

Office Location : 915 Hilby Ave, Suite 2B, Seaside, CA 93955

Mailing Address P. O. Box 1775, Seaside, CA 93955

Email : info@wos2006.org

Phone : 702.557.4508 | 831.215.6476

Feb 10, 2025

Seaside City Council
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Subject: Request for Use of Municipal Parking Lot #2 for Fireworks Booth

Dear Honorable Mayor and City Council Members,

On behalf of World Outreach Services, Inc., I respectfully submit this formal request for the use of city property to operate a temporary fireworks booth and storage container. Due to the recent leasing of our prior location by the property owner, we are seeking an alternative site and request permission to utilize Municipal Parking Lot #2 for this purpose.

World Outreach Services, Inc. is a dedicated nonprofit organization committed to serving the Seaside community by assisting local seniors, veterans, unhoused individuals, and at-risk youth. Our annual fireworks booth fundraiser is a vital source of funding for our programs.

We sincerely appreciate your consideration of this request and the continued support of community-focused initiatives. Our website wos2006.com.

Thank you in advance for your time and consideration. We look forward to your response.

Warm regards,

Gwen Nash

Gwen Nash
Fireworks Coordinator

President
Gwen Nash
702.557.4508

Director
Joyce Dorsey
702.466.7137

Secretary
Alexandria Chambers
334.424.5907

Attachment 4 Site Plan



Attachment 5

Site Photos



View from Del Monte Blvd.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.M.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: May 15, 2025

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF SEASIDE AND MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT TO REIMBURSE THE CITY FOR PROVIDING AFTER SCHOOL RECREATIONAL PROGRAMMING AT THE DUAL LANGUAGE ACADEMY OF THE MONTEREY PENINSULA

RECOMMENDATION

Adopt the resolution and approve the contract.

BACKGROUND

The City of Seaside's Recreation Department wishes to partner with the Monterey Peninsula Unified School District (MPUSD) to provide after-school recreational programming for students attending the Dual Language Academy of the Monterey Peninsula (DLAMP). These programs are aimed at enhancing students' academic and social development outside of school hours. The City of Seaside, through its Recreation Department, has been providing quality recreational activities, including sports, arts and crafts, homework assistance, and enrichment opportunities in other locations such as the Oldemeyer Center, and the Hamilton Ellis, and Martin Plaza. This partnership with MPUSD will be an extension of the services already provided to the community. In order to offer these services and ensure proper funding for the programs, a formal agreement with MPUSD is necessary to reimburse the City for the costs associated with these services.

The proposed contract outlines a reimbursement arrangement whereby MPUSD will

provide compensation to the City of Seaside at a rate of \$100 per participant enrolled in the after-school programming services at the DLAMP per month. The terms of the agreement will include:

- **Reimbursement Amount:** MPUSD will reimburse the City \$100.00 per participant enrolled per month in the after-school recreational programming.
- **Term of Agreement:** The contract will be effective for the 25/26 school year, with the option for renewal based on mutual agreement between both parties.
- **Program Oversight:** The City's Recreation Department will oversee and manage the after-school programming, ensuring that the program meets the educational and recreational needs of DLAMP students, and the requirements set forth in the agreement.

This agreement formalizes a longstanding collaboration between the City and the School District, helping to ensure that the students at DLAMP continue to benefit from a structured and enriching after-school environment.

FISCAL IMPACT

The City and MPUSD agree that entering into this Agreement is of mutual benefit to both parties. Accordingly, the City shall provide Recreational Programs to DLAMP students, and MPUSD will pay the City \$100.00 per student enrolled per month, up to 120 students.

The City will invoice MPUSD by the 10th of each month to ensure timely payment is rendered.

The City will be responsible for supplying all the supplies that are necessary to operate the program.

STRATEGIC PRIORITY

ATTACHMENTS

1. City of Seaside_MPUSD Contract_2025-26
-

2. DLAMP Resolution

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

**\$MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT
Consultants/Contracted Services**

GENERAL INFORMATION:

School/Department: MPUSD- Expanded Learning Opportunities

Budget Class: _____

District Contact Person: Tony Sanchez

Budget Approval: _____

Contractor: City of Seaside

Contractor's Contact Person: Dan Meewis

Contractor's Taxpayer Identification #: _____ or SSN: _____

Requisition #: _____

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective August 6, 2025 (the "Effective Date"), by and between the Monterey Peninsula School District ("District") and City of Seaside ("Contractor"). District and Contractor may each be referred to as "Party" or together as the "Parties."

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the "Services"):

(SEE ATTACHED PROPOSAL/SCOPE OF WORK at **Attachment A**)

(SEE ATTACHED MPUSD Policies and Procedures at **Exhibit A**)

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contractor Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** This Agreement shall begin on August 6, 2025, and shall terminate upon completion of the Services, but no later than June 5, 2026 ("Term"), except as otherwise stated in Paragraph 4 below. The dates of service include regular school calendar days (180 days) and exclude holidays and school breaks. There shall be no extension of the Term of this Agreement without the express written consent of the Parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services provided to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the Services in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party, however the Parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if: (1) Contractor materially breaches any of the

terms of this Agreement; (2) any act or omission by Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's insolvency; or (6) Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of said notice.

5. **Payment.** District agrees to pay Contractor at the rate of \$[100] per student per month ("Rate") for Services satisfactorily performed. The Rate shall not be increased by Contractor over the course of this Agreement. Total fees (the "Fee") paid by District to Contractor shall not exceed \$120,000. Any work performed by Contractor in excess of the Fee shall not be compensated. District agrees to pay Contractor, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, which shall include any additional supporting documentation reasonably requested by District.

5.1 **Incidental Expenses.** In addition to the above Fee, District shall reimburse Contractor for incidental expenses ("Incidental Expenses") as follows:

- a. Lodging: Actual cost of single occupancy. Not to exceed \$100 per night. (Receipt required).
- b. Meals: Reimbursement limited to current rate for District employees.
- c. Travel: Contractor shall not be reimbursed for travel costs within Monterey County. Other travel costs to be reimbursed at the current allowable IRS rate.

Contractor's total reimbursement for Incidental Expenses shall not exceed \$ _____.

6. **California Residency.** Contractor is a resident of the State of California.

X YES NO

If "NO", Contractor shall complete and attach California Form 590-Withholding Exemption Certificate.

7. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, and members of the Board of Education (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or

reduce other rights or obligations of indemnity, which would otherwise exist as to a Party, person, or entity described in this Paragraph. The indemnification provided for in this Section 7 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

8. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services, and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.

9. **Insurance.** Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 7 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 (One Million Dollars) each occurrence and \$2,000,000 (Two Million Dollars) in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each per accident; (iii) worker's compensation insurance as required by Labor Code section 3200, et seq., if applicable; and (iv) employer's liability insurance with limits of not less than \$1,000,000 per accident, disease, and annual aggregate; and neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. The liability insurance provided as a requirement of this Agreement must not contain any exclusions and/or limitations of coverage for mental, physical, emotional and/or sexual abuse, including molestation. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

10. **Independent Contractor Status.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's

business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District Contractor understands and agrees that s/he and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to District employees and/or to which District's employees are normally entitled.

11. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

12. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Contractor shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required Certification, attached to this Agreement as **Attachment B**.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

13. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. Contractor and Contractor Parties will have **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. ☒ Contractor and Contractor Parties will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that Contractor and Contractor Parties was examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired by Contractor and Contractor Parties after the Effective Date who will provide Services under this Agreement are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until those TB certification requirements have been satisfied and District determines whether any such contact is permissible.

14. COVID-19 and Other Contagious Diseases. During the Services, the Contractor and the Contractor Parties shall comply with all applicable legal, contractual, and local government requirements related to the to prevention of the transmission of COVID-19 and other contagious diseases, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities.

15. Confidential Information. All District information disclosed to Contractor during the course of performance of the Services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by District or required by law. Contractor shall maintain the confidentiality of and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

16. Reports. Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

17. Ownership of Documents. All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of

Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

18. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

19. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

20. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Monterey, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

22. **Written Notice.** Written notice shall be deemed to have been duly served if delivered by personal service, regular mail, overnight mail with proof of delivery, facsimile with proof of transmission, or email provided receipt is acknowledged at the address, fax number, or email address located next to the Party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

23. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

24. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons. Contractor and Contractor Parties shall comply with all state and federal laws regarding non-discrimination.

25. **Attorney Fees.** If any legal action is taken to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

26. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

27. **Time.** Time is of the essence to this Agreement.

28. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

29. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

30. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

31. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

32. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

33. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

[Signatures follow on next page]

DISTRICT:
MONTEREY PENINSULA
UNIFIED SCHOOL DISTRICT

CONTRACTOR:
__City of Seaside__,

By: _____
Name: Ryan Altemeyer
Title: Associate Superintendent/CBO
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Address for District Notices:

700 Pacific Street
Monterey, CA 93942
Fax: _____
Email: _____

Attn: Business Services

Address for Contractor Notices:

Fax: _____
Email: _____

Attn: _____

ATTACHMENT A
Proposal/Scope of Work
[to be attached]

Attachment EXHIBIT A

This Exhibit sets forth the policies, protocols, and procedures under which the Monterey Peninsula School District and Program Partners will interact. It outlines shared objectives, roles, and responsibilities to foster a safe, effective, and compliant after school program. The scope of this Exhibit includes, but is not limited to:

- Ensuring ELO program compliance with CDE and Federal Grants mandates
 - Enhancing educational opportunities through community collaboration
 - Ensuring the protection of student and staff welfare
 - Aligning community activities with district values and regulatory requirements
1. **Attendance Policy** All participants in programs facilitated by an ELO program partner must comply with MPUSD's ELO attendance protocol.
 - 1.1. Upon arrival after school, students are required to check into the ELO program (time and date stamp) using the District's attendance software system- ProCare.
 - 1.2. Upon departure from the ELO program, students are checked out via the ProCare attendance system by an authorized adult (e.g., a parent, guardian, or designated ELO program representative)
 - 1.2.1. An authorized adult must provide a valid signature (or an approved digital equivalent through ProCare) upon check out each day.
 - 1.3. Timely records of attendance, including absences and early releases from the ELO program, will be maintained.
 - 1.3.1. **Parent Pick-Up Policy:** A regularly updated list of authorized pick-up persons will be maintained at the school campus, and all pick-ups must follow the check-out process. When releasing a student, staff must verify the identity of the parent or authorized guardian using pre-established procedures. A secure, designated pick-up area should be utilized, and any alternative pick-up arrangements or delays must be pre-approved by the site lead. In emergencies or unforeseen circumstances, specific protocols—such as emergency contact procedures and temporary supervised holding areas— need to be established to ensure children's safety.
 - 1.3.2. **Early Release procedure:** The ELO program runs each day school is in session from school dismissal until 6:00pm. Any student checked out before 5:30 is considered "Early Release" and requires the guardian to indicate the reason for the Early Release with one of the following approved Early Release Codes (ERC):
 1. **Other On-Campus Activity** (Athletics, Clubs, Tutoring, etc.)
 2. **Family Needs/Emergency**

3. **Appointment** (Medical, Dental, Counseling, etc.)
4. **Child Injury/Accident**
5. **Student Walking (Daylight Savings)/Transportation Issues**
6. **Off-Campus Activity** (Girl Scouts, Tutoring, Athletics, etc.)

- 1.3.3. The ER Code must be provided at the time of student pick up by the authorized adult
- 1.3.4. Students who are regularly picked up early (more than 2 times a week or 8 times a month) must complete an Early Release form with a parent/guardian signature to be kept on file at the school site.

2. **Records Keeping** The School District requires meticulous maintenance of all attendance, incident, and related records generated by our community partner programs. These records, including but not limited to sign-in/out logs and incident reports, behavior reports, etc. must be stored securely in compliance with district data protection policies and federal FERPA regulations. Access to these records is restricted to authorized personnel only. Regular audits will be conducted by the Program Director or Manager to verify that records are complete, accurate, and secure. Community Partners are responsible for training their personnel on proper record-keeping procedures and ensuring that all documentation meets the established standards.

3. **Auditing and Reporting:**

- 3.1. The School District reserves the right to audit program activities and records related to the engagement with Community Partners.
- 3.2. Any discrepancies or issues discovered during audits shall be promptly addressed and corrected. Reoccurring discrepancies and records incorrectly kept may result in delay of payments and processing invoices, and potentially termination of contract services.

4. **Nutritional Services**

- 4.1. Nutritional snacks and meals are provided as part of the School district ELO program and follow California State nutritional guidelines.
 - 4.1.1. Snack and meals (when applicable) must be offered daily to each student
 - 4.1.2. When applicable, snack orders must be sent to the ELO district office at least two weeks before they are needed to ensure the order can be filled. Snack orders must be reviewed and approved by ELO administrative staff.
 - 4.1.3. Accurate records of snacks and meals distributed must be kept each day and recorded as part of the attendance record.

ATTACHMENT B
Fingerprinting Notice and Acknowledgment
(Non-Construction Contracts)

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment B-1*** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B-2*** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists.

(Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ [*“owner” or officer title*] of **City of Seaside** _____ [*business entity*] , have read the foregoing and agree that **City of Seaside** _____ [*business entity*] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

• Not Applicable

ATTACHMENT B-1

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B-2

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: City of Seaside
Date of Entity's Contract with District: August 2025 - June 2026
Scope of Entity's Contract with District: providing after school programing

I, _____ [insert name] , am the _____ ["owner" or officer title] for
_____ [name of business entity] ("Entity"), which entered a contract on
__August 6__, 2025__, with the District for __Afterschool services__.

I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20__ Signature: _____
Typed Name: _____
Title: _____
Entity: City of Seaside

• Not Applicable

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE CONTRACT BETWEEN THE CITY AND MONTEREY
PENINSULA UNIFIED SCHOOL DISTRICT**

WHEREAS, City provides youth development, academic enrichment, and recreation activities and programs for the benefit of the students at the Dual Language Academy of the Monterey Peninsula (DLAMP); and

WHEREAS, City shall provide after-school Recreational Programs to DLAMP youth, and MPUSD will pay for the cost of \$100.00 per participant enrolled per month; and

WHEREAS, the City desires to provide structured programs to DLAMP students who may otherwise not be able to attend such programs and services; and

WHEREAS, MPUSD desires that City provides after school recreational programs and services for students of DLAMP and City is willing to provide such Recreational Programs pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City and MPUSD agree that it is mutually beneficial to enter into this Agreement in order to support the students of DLAMP.

NOW THEREFORE, BE IT RESOLVED, in accordance with the City's policies and the Agreement with the City and MPUSD enter into this agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of May 2025 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPT A RESOLUTION APPROVING THE PURCHASE OF PLAYGROUND
EQUIPMENT FOR THE YOUTH PLAY AREA OF LINCOLN CUNNINGHAM PARK
FROM S.P.E.C PLAY (SPECIFIED PLAY EQUIPMENT COMPANY) FOR AN
AMOUNT NOT TO EXCEED \$326,835.66**

WHEREAS, On January 30th, 2023 the City Council adopted a resolution authorizing a professional services agreement with Whitson Engineers to prepare concept plans for Lincoln Cunningham and Havana Soliz Parks; and,

WHEREAS, On June 1st 2023, the City Council authorized an amendment for the concept plan by Whitson Engineers for Lincoln Cunningham and Havana Soliz Parks for additional community outreach events in the amount of \$18,600; and,

WHEREAS, November 2nd, 2023 the City Council approved a resolution adopting the Lincoln Cunningham and Havana Soliz Park Conceptual Master Plan; and,

WHEREAS, the Lincoln Cunningham Park Basketball Court Improvements Project was adopted in the fiscal year 2022/2023 annual budget; and,

WHEREAS, the Lincoln Cunningham Park Phase 1 - Arterial Trail Project was adopted in the fiscal year 2023/2024 Capital Improvement Program (CIP) annual budget to begin implementation of the concept plans for Lincoln Cunningham and Havana Soliz Parks; and,

WHEREAS, July 10th, 2024 bids were received for the Lincoln Cunningham Park (Phase 1 - Arterial Trail Project) and the low bid was substantially lower than the engineers estimate and available budget; and,

WHEREAS, July 25th, 2024 the City Council adopted a resolution approving the plans and specifications for Lincoln Cunningham Park Phase 1 - Arterial Trail Project and awarding a construction agreement to Monterey Peninsula Engineering (MPE); and,

WHEREAS, November 7th, 2024 the City Council adopted a resolution amending the Lincoln Cunningham Design Contract adding additional design scope; and,

WHEREAS, November 21st, 2024, Council appropriated \$160,000.00 of NIC money toward Lincoln Cunningham Park playground equipment; and,

WHEREAS, Staff identified funding from project surplus's in various current CIP projects and Transportation Agency Monterey County funds; and,

WHEREAS, January 16th, 2025 The council approved additional scope of work for the Lincoln Cunningham Park (Phase 1 Arterial trail project); and,

WHEREAS, Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorically Exempt (Class 1, Section 15301 Existing Facilities). The project includes the repair & replacement of playground equipment, repair and minor alteration of bicycle and pedestrian paths to meet, to the extent possible, current standards of the Americans with Disabilities Act (public health and safety standards).

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside adopt a resolution approving the purchase of playground equipment for the youth play area of Lincoln Cunningham Park from S.P.E.C Play (Specified Play Equipment Company) for an amount not to exceed \$326,835.66; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council directs the finance director to make all transfers and budget adjustments including, but not limited to, transfers of project surplus's funding from Bike Safe Grate fund balance (account number 212-8930-9600) and Street Sign Upgrades fund balance (account number 212-8960-9600) as necessary to cover the costs of the additional scope of work; and,

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside directs the City Manager to execute and approve any amendments, extensions, and change orders until completion of the project in accordance with the master plan.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 16th day of January, 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.: 9.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Paul Blaha, Deputy Fire Chief

DATE: May 15, 2025

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE AMENDING CHAPTER 15.04 BY ADDING SECTION 15.04.190 DESIGNATING FIRE HAZARD SEVERITY ZONES. THIS PROJECT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES (SECOND READING-ROLL CALL VOTE)**

RECOMMENDATION

Receive public comment and conduct the second reading

BACKGROUND

The State of California, through the California Department of Forestry and Fire Protection (CAL FIRE), is responsible for classifying areas of the state into Fire Hazard Severity Zones (FHSZ) based on scientific data and modeling of fire behavior, fuel loading, weather patterns, and topographic features. These classifications are part of a broader statewide effort to assess and reduce wildfire risk.

Pursuant to Government Code Sections 51175–51189, local jurisdictions are required to identify, adopt, and enforce Moderate, High, and Very High Fire Hazard Severity Zones (VHFHSZ) within Local Responsibility Areas (LRA). These designations are used to implement defensible space regulations, apply fire-resistant building standards (California Building Code Chapter 7A), and guide community wildfire mitigation strategies.

CAL FIRE recently completed an update to the FHSZ maps for LRAs, which includes the City of Seaside. The updated map designates areas within the city as Moderate, High,

or Very High fire hazard zones. These updated designations reflect the latest data and modeling and will serve as the foundation for future fire prevention policies and enforcement.

The City of Seaside held a duly noticed public meeting on April 24, 2025, to present the updated FHSZ map, solicit public input, and consider its implications for public safety and future development. The adoption of the updated map enhances public safety by:

- Identifying areas of elevated fire risk
- Providing a basis for applying Chapter 7A of the California Building Code to new development in Very High and High FHSZs
- Supporting community wildfire preparedness, response, and education efforts
- Enabling coordination with CAL FIRE and other agencies on defensible space and mitigation enforcement

The adoption of the updated FHSZ map is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the "common sense exemption." The map adoption itself does not authorize or require any specific development activity, nor does it have the potential to cause a significant effect on the environment.

FISCAL IMPACT

There is no direct fiscal impact associated with the adoption of the FHSZ maps. However, future development and permitting processes within designated zones may require additional compliance measures, which would be funded through existing permitting and inspection fee structures.

ATTACHMENTS

1. CAL FIRE - OSFM - Transmittal Letter LRA FHSZ - Phase 3 - 3.4.25
2. FHSZ_City_LRA_11x17_Seaside (1) (1)
3. Fire Hazard Ordinance
4. LRA-Legislation-Factsheet---Flipbook-combined (1)

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 568-3800
Website: www.fire.ca.gov



March 10, 2025

Dear: County Chief Administrative Officer, City Manager, Fire Chief, Fire Marshal

Re: Official Transmittal of Fire Hazard Severity Zones

The State Fire Marshal is mandated by Government Code (GC) 51178 to identify levels of fire hazard based on consistent statewide criteria and the expected severity of fire hazards. Government Code 51179 requires the State Fire Marshal to make recommendations of fire hazard severity zones to local agencies, as defined per GC 51177(e), for their designation and adoption by ordinance. This letter serves as the official transmittal of the recommendation. For the Statutory requirements for local adoption please review [California Code, GOV 51179](#).

Your City/County has been identified as having Moderate, High, Very High or a combination of Fire Hazard Severity Zones (FHSZ) within your jurisdiction. The maps and data are available in the FHSZ HUB at <https://fire-hazard-severity-zones-rollout-calfire-forestry.hub.arcgis.com/>.

Please complete the Public Contact Survey in the FHSZ HUB using the link above. This information will be used for a public Webmap on the CAL FIRE-Office of State Fire Marshal website to guide your constituents to the appropriate contact person or website for the Local Responsibility Area FHSZ in your jurisdiction.

If you have additional questions, please feel free to contact our Team at FHSZinformation@fire.ca.gov.

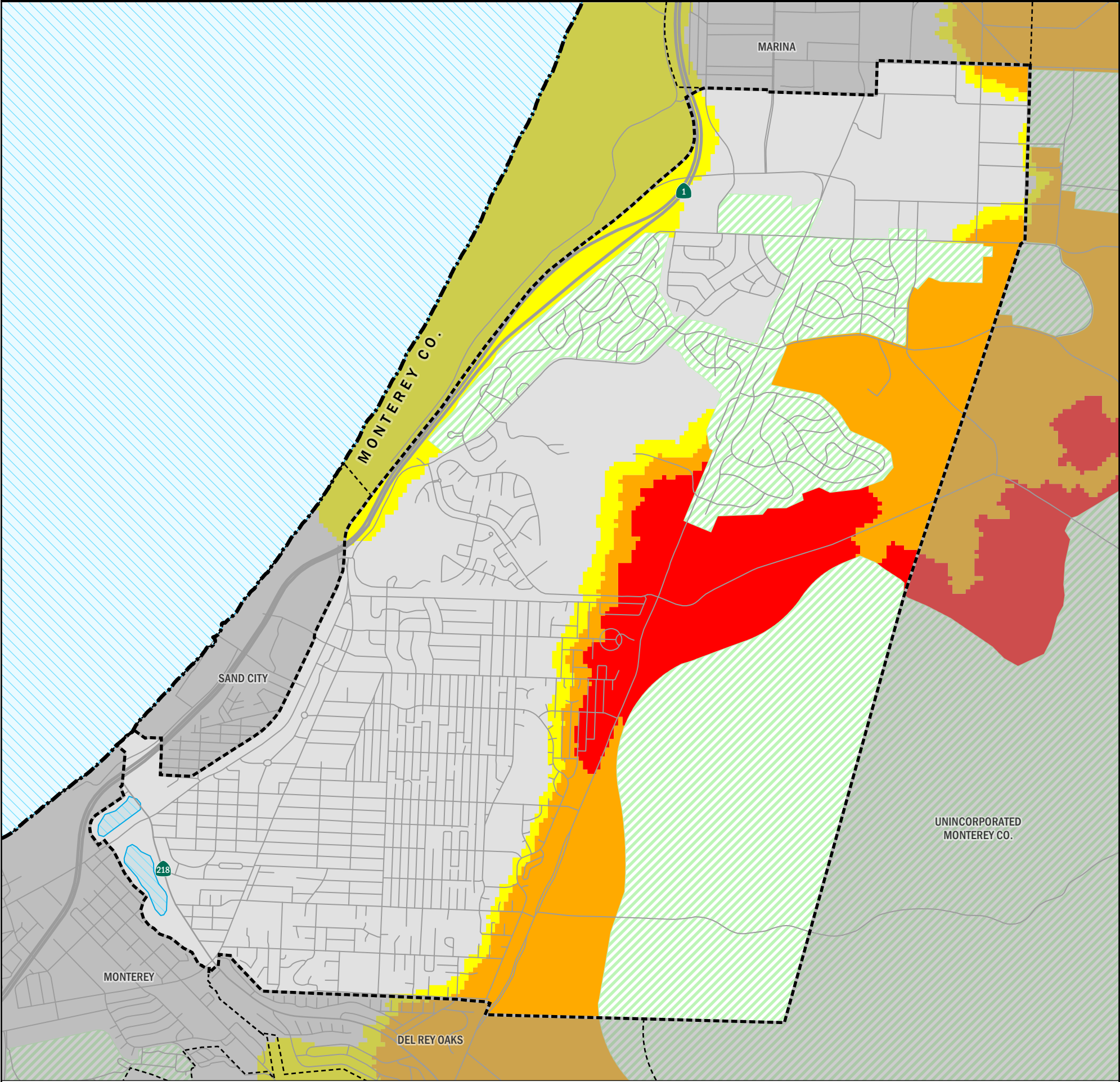
Sincerely,

Daniel Berlant
State Fire Marshal
CAL FIRE – Office of the State Fire Marshal



Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
State Fire Marshal
March 10, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High High Moderate



Projection: NAD 83 California Teale Albers
Scale: 1:29,000 at 11" x 17"

- Incorporated City
- Unzoned LRA
- Waterbody
- Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)

ORDINANCE NO. XXXX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE,
CALIFORNIA, AMENDING CHAPTER 15.04 BY ADDING SECTION 15.04.190
DESIGNATING THE FIRE HAZARD SEVERITY ZONES FOR LOCAL
RESPONSIBILITY AREAS (LRA) AS RECOMMENDED BY THE CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)**

WHEREAS, the State of California, through the California Department of Forestry and Fire Protection (CAL FIRE), is responsible for classifying areas of the state into Fire Hazard Severity Zones (FHSZ) based on scientific data and modeling of fire behavior, fuel, weather, and topography; and

WHEREAS, Government Code Section [51179](#) requires “A local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178; and

WHEREAS, CAL FIRE completed and transmitted updated recommendations from the State Fire Marshal identifying moderate, high and very high fire severity zones on an update to the Fire Hazard Severity Zone Map on or about March 10, 2025; and

WHEREAS, adoption of the updated FHSZ map enhances public safety by providing the basis for implementing defensible space regulations, fire-resistant building standards (California Building Code Chapter 7A), and community wildfire preparedness efforts (collectively, Chapter 49 of the Fire Code); and

WHEREAS, the City of Seaside posted the information publicly about the new FHSZ on April 1, 2025, on April 17, 2025 made a presentation at a duly noticed public meeting and held a community workshop on April 24, 2025 and on May 1, 2025 held a public hearing allowing for public input and consideration of the FHSZ map and its implications; and

WHEREAS, the adoption of the FHSZ map is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the “common sense exemption,” as the ordinance itself does not have the potential to cause a significant effect on the environment.

**NOW, THEREFORE, THE CITY OF SEASIDE, CALIFORNIA, DOES ORDAIN
AS FOLLOWS:**

SECTION 1. Seaside Municipal Code Chapter Section 15.04.190 amended in whole to read as follows:

"The City hereby adopts moderate, high, and very high fire hazard severity zones as depicted on the map from the State Fire Marshall dated March 10, 2025 for the land within the local responsibility area of the City of Seaside."

SECTION 2. The City Council hereby adopts the updated Fire Hazard Severity Zones (FHSZ) map for Local Responsibility Areas (LRA) within the City of Seaside, as prepared and finalized by CAL FIRE in 2024, which classifies certain areas of the city as Moderate, High, or Very High fire hazard severity zones.

SECTION 3. The City Manager or designee is hereby directed within thirty (30) days to transmit a copy of this ordinance and a map to the Board of Forestry and Fire Protection. The City Manager or his designee is further authorized and directed to take all necessary steps to implement the provisions of this Ordinance and incorporate the adopted FHSZ map into applicable City programs, regulations, and development review procedures.

SECTION 4. This Ordinance is exempt from CEQA under the common sense exemption set forth in Section 15061(b)(3) of the CEQA Guidelines.

SECTION 5. This Ordinance shall take effect thirty (30) days after its final passage and shall be published in accordance with applicable law.

SECTION 6. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

INTRODUCED at a regular meeting of the City Council of the City of Seaside, Seaside, State of California, held on the 1st day of May 2025.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of May 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



Fire Hazard Severity Zones Local Responsibility Area

Fire Hazard Severity Zones

What is a Fire Hazard Severity Zone?

The State Fire Marshal shall identify areas in the State as Moderate, High, and Very High Hazard Severity Zones based on consistent statewide criteria and the severity of fire hazard that is expected to prevail in those areas. – [CA GOV 51178](#)

When did Fire Hazard Severity Zones begin in Local Responsibility Area?

Assembly Bill 337 (Bates 1992), prompted by the devastating Oakland Hills fire of 1991, calls for CAL FIRE to evaluate fire hazard severity in local responsibility area and to make a recommendation to the local jurisdiction where Very High FHSZ exist. – [CA GOV 51175](#)

What do Fire Hazard Severity Zones measure?

The maps evaluate "Hazard", not "Risk". Hazard is based on physical conditions that create expected fire behavior over a 50-year period without considering short-term modifications. Risk is the potential damage a fire can do to the area under existing conditions, including fuel reduction projects, defensible space, and ignition resistant building construction. - osfm.fire.ca.gov/fhsz

Will the new Fire Hazard Severity Zone maps affect my insurance?

Insurance companies use risk models, which differ from hazard models, because they consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling. Insurance risk models incorporate additional factors that change more frequently than those that CAL FIRE includes in its hazard mapping, which is built to remain steady.

– [California Department of Insurance](#)

What are the requirements within Fire Hazard Severity Zones?

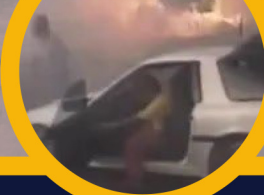
- Materials and Construction Methods for Exterior Wildfire Exposure – [CBC Chapter 7A](#)
- Natural hazard real estate disclosure at the time of sale – [CA CIV 1102.19 \(AB 38 2019\)](#)
- 100-foot defensible space clearance requirements – [CA GOV 51182](#)
- Property development standards such as road widths, water supply, and signage – [CA PRC 4290](#)
- Consideration during future development of Cities and Counties General Plan – [CA GOV 65302](#)

1980



Panorama Fire burns 28,800 acres, destroying 325 structures and resulting in 4 fatalities in San Bernardino.

1991



Tunnel Fire burns 1,600 acres, destroying 2,900 structures and resulting in 25 fatalities in the Oakland Hills.

PRC 4201 mandates that CAL FIRE develop Fire Hazard Severity Zones.

1982

Fire Hazard Severity Zone maps are created.

1985

The "Bates Bill" calls for CAL FIRE to identify Very High Fire Hazard Severity Zones in LRA.

1992

Frequently Asked Questions



Is there an easy way to determine the Fire Hazard Severity Zone of my property?

You can search by address to find your current designation on the website: osfm.fire.ca.gov/fhsz

Why are Fire Hazard Severity Zones being updated?

The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings. – [PRC 4125](#) and [GC 51178](#)

What are the key elements of the Fire Hazard Severity Zone Model?

The model has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The factors considered in determining fire hazard within wildland areas is fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. This is not a structure loss model, as key information regarding structure ignition is not included. – osfm.fire.ca.gov/fhsz

Why does the model place an emphasis on the spread of embers?

Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks. – osfm.fire.ca.gov/fhsz

What is the difference between SRA and LRA?

State Responsibility Area (SRA) is a legal term defining the area where the State has financial responsibility for wildland fire protection and prevention. – [CA PRC 4102](#)

Local Responsibility Area (LRA) includes incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. – [CA PRC 4125](#)

How are Fire Hazard Severity Zones determined in Local Responsibility Areas?

CAL FIRE uses an extension of the state responsibility area Fire Hazard Severity Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area.

– [PRC 4202](#) and [GC 51178](#)

2017



Tubbs Fire burns 36,810 acres, destroying 5,643 structures and resulting in 22 fatalities in Santa Rosa.

2018



Camp Fire burns 153,336 acres, destroying 18,804 structures and resulting in 85 fatalities in Paradise.

CAL FIRE finalizes the Statewide FHSZ Model to include Very High FHSZ in LRA.

2007

AB 642 and SB 63 require CAL FIRE to identify Moderate and High FHSZ in LRA.

2021

AB 211 requires local agency to designate by ordinance Moderate and High FHSZ in LRA.

2022



General

What is a Fire Hazard Severity Zone or FHSZ?

[Public Resource Code 4202](#); The State Fire Marshal shall classify lands within State Responsibility Areas into Fire Hazard Severity Zones. Each zone shall embrace relatively homogeneous lands and shall be based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread.

[Government Code 51178](#); The State Fire Marshal shall identify areas in the state as Moderate, High, and Very High Fire Hazard Severity Zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, High, and Very High Fire Hazard Severity Zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

Will the new Fire Hazard Severity Zones affect my ability to get or maintain insurance?

Insurance companies use risk models, which differ from hazard models, because they consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling. It is unlikely that insurance risk models would utilize CAL FIRE Fire Hazard Severity Zones as a factor, but much of the same data that is used in the Fire Hazard Severity Zone model are likely included in the insurance companies' risk models. However, insurance risk models incorporate many additional factors and that change more frequently than those that CAL FIRE includes in its hazard mapping, which is built to remain steady for the next 10+ years.

What do Fire Hazard Severity Zones measure?

The Fire Hazard Severity Zone map reflects "hazard," not "risk". The map is like flood zone maps, where lands are described in terms of the probability level of a particular area being inundated by floodwaters, and not specifically prescriptive of impacts.

"Hazard" is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts.

"Risk" is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.



General

What are the key elements of the Fire Hazard Severity Zone model?

The fire hazard severity model for wildland fire has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The zones reflect areas that have similar burn probabilities and fire behavior characteristics. The factors considered in determining fire hazard within wildland areas are fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. FHSZs are not a structure loss model, as key information regarding structure ignition (such as roof type, etc.) is not included.

Where do Fire Hazard Severity Zones apply?

Fire Hazard Severity Zones are found in areas where the state has financial responsibility for wildfire protection and prevention, called the State Responsibility Area. More than 31 million acres are in this area. Under [Senate Bill 63 \(Stern, 2021\)](#), [Government Code 51178](#) was amended to also identify the Moderate and High Fire Hazard Severity Zones with the Very High in Local Responsibility Area (LRA).

What are the uses of Fire Hazard Severity Zones?

The zones are used for several purposes including to designate areas where California's defensible space standards and wildland urban interface building codes are required. They can be a factor in real estate disclosure, and local governments may consider them in their general plan.

When were the maps last updated?

In 2007, CAL FIRE updated the FHSZs for the entire State Responsibility Area (SRA). Between 2008-2011 the department worked with local governments to make recommendations of the Very High Fire Hazard Severity Zones within Local Responsibility Area (LRA).

Why are fire hazard severity maps being updated?

The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The hazard mapping process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings.

FHSZ Frequently Asked Questions



General

How do the Fire Hazard Severity Zone Maps differ from California Public Utilities Commission (CPUC) High Fire Threat District Maps?

The California Public Utilities Commission (CPUC) sponsored map, known as "CPUC High Fire Threat District Map" (HFTD), includes similar factors as those in the FHSZ maps, however the CPUC HFTD Map is designed specifically for identifying areas where there is an increased risk for utility associated wildfires. As such, the CPUC map includes fire hazards associated with historical powerline-caused wildfires, current fuel conditions, and scores areas based on where fires start, as opposed to where potential fires may cause impacts.

How are Fire Hazard Severity Zones determined?

CAL FIRE used the best available science and data to develop, and field test a model that served as the basis of zone assignments. The model evaluated the probability of the area burning and potential fire behavior in the area. Many factors were included such as fire history, vegetation, flame length, blowing embers, proximity to wildland, terrain, and weather.

What new data will be included in the new model, and how does this differ from the previous model?

A 2 km grid of climate data covering the years 2003-2018 is being used in the update. The previous model used stock weather inputs across the state to calculate wildland fire intensity scores. The updated model will adjust fire intensity scores based on the most extreme fire weather at a given location, considering temperature, humidity, and wind speed. In addition, ember transport is being modeled based on local distributions of observed wind speed and direction values instead of using a generic buffer distance for urban areas adjacent to wildlands.

Why is my property in a different zone than the adjacent area, which looks similar?

In wildland areas, zone edges are a result of the way zones are delineated. Specifically, zones represent areas of similar slope and fuel potential. Zone boundaries divide zones based on geographic and vegetation features that align with fire hazard potential; although, at a local scale, it may appear that the immediate area is similar on both sides of the edge. The class value within a zone is based on the average hazard score across the whole zone, so areas that are in the same zone but not immediately adjacent to a local area can have an influence on the final zone classification. Classification outside of wildland areas is based on the fire hazard of the adjacent wildland and the probability of flames and embers threatening buildings.

FHSZ Frequently Asked Questions



General

Why does the model place an emphasis on the spread of embers?

Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks.

Why do waterbodies have a Fire Hazard Severity Zone Classification?

All areas in State Responsibility Area, including water bodies, require a Fire Hazard Severity Zone designation. The 2007 FHSZ maps zoned all water as Moderate by default. In the 2023 FHSZ model we added a buffer of FHSZ from the surrounding wildland into water bodies to account for potential threat of embers to buildings on docks and house boats, as well as variation in reservoir height that occurs with drought.

How does CAL FIRE assist Local Governments in Fire Hazard Severity Zones?

CAL FIRE's Land Use Planning Program is a specialized unit that provides support to local governments by providing fire safety expertise on the State's wildland urban interface building codes, wildfire safety codes, as well as helping in the development of the safety elements in general plans.

How can I search the Fire Hazard Severity Zone of a property?

You can search by address to find your current designation on the web at: osfm.fire.ca.gov/FHSZ



State Responsibility Area

What is State Responsibility Area or SRA?

SRA is a legal term defining the area where the state has financial responsibility for wildland fire protection and prevention. Incorporated cities and federal ownership are not included. Within the SRA, CAL FIRE is responsible for fire prevention and suppression. There are more than 31 million acres in SRA, with an estimated 1.7 million people and 800,000 existing homes.

How is State Responsibility Area determined?

The Board of Forestry and Fire Protection (Board) classifies land as State Responsibility Area. The legal definition of SRA is found in the [Public Resources Code Section 4125](#). The Board has developed detailed procedures to classify lands as State Responsibility Area. Lands are removed from SRA when they become incorporated by a city, change in ownership to the federal government, become more densely populated, or are converted to intensive agriculture that minimizes the risk of wildfire. While some lands are removed from SRA automatically, the Board typically reviews changes every five years.

What Fire Hazard Severity Zones are in State Responsibility Area?

All of the State Responsibility Area is in a Fire Hazard Severity Zone. Lands are either ranked as Moderate, High or Very High Fire Hazard Severity Zones.

What are the wildland urban interface (WUI) building codes in State Responsibility Area?

The WUI building codes ([California Building Code \(CBC\) Chapter 7A](#)) reduce the risk of embers fanned by wind-blown wildfires from igniting buildings. The codes for roofing, siding, decking, windows, and vents apply throughout all State Responsibility Area regardless of the fire hazard severity ranking. Ember-resistant building materials can be found at: <https://osfm.fire.ca.gov/divisions/fire-engineering-and-investigations/building-materials-listing/>



State Responsibility Area

What is the difference between the various Fire Hazard Severity Zones?

Classification of a wildland zone as Moderate, High or Very High Fire Hazard is based on the average hazard across the area included in the zone, which have a minimum size of 200 acres. In wildlands, hazard is a function of modeled flame length under the worst conditions and annual burn probability. Both these factors generally increase with increasing hazard level, but there may be instances where one value is Very High and the other is low, pushing the overall hazard into a more intermediate ranking. On average, both modeled flame length and burn probability increase by roughly 40-60% between hazard classes.

Is the GIS data for Fire Hazard Severity Zones available for download?

The data inputs used to develop the Fire Hazard Severity Zones are identified in the Initial Statement of Reasons (ISOR) Title 19 Development (ca.gov). CAL FIRE has developed an additional data package which consists of sequential modeling steps, including any data inputs that were not already publicly available and referenced in the ISOR. The data package encompasses 34 spatial datasets and 8 tables, provided in raster, polygon, and table format. These datasets are formatted for Esri ArcGIS software, except for four tables provided in Excel. Ten of the datasets are updated versions used to produce an edited SRA FHSZ map following the public comment period that ended April 4, 2023. Upon formal adoption of the FHSZ map, the final SRA FHSZ geospatial data file will become available. The data package is available on the FHSZ website Fire Hazard Severity Zones (ca.gov) under the science and methods banner.



Local Responsibility Area

What is Local Responsibility Area or LRA?

Local Responsibility Areas (LRA) are incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. This is typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract.

When did Fire Hazard Severity Zones begin in Local Responsibility Area?

Assembly Bill 337 (Bates, 1992) prompted by the devastating Oakland Hills Fire of 1991, calls for CAL FIRE to evaluate fire hazard severity in Local Responsibility Area and to make a recommendation to the local jurisdiction where Very High FHSZ exist. [Government Code 51175](#) then provides direction for the local jurisdiction to take appropriate action.

How are Fire Hazard Severity Zones determined in Local Responsibility Areas?

CAL FIRE uses an extension of the State Responsibility Area Fire Hazard Severity Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area.

What are the requirements for landowners in Fire Hazard Severity Zones in Local Responsibility Areas?

California's WUI building codes ([CBC Chapter 7A](#)) apply to the design and construction of new buildings located in High and Very High FHSZs in Local Responsibility Areas. Local ordinances may require ignition resistant construction for remodel projects. Check with your local building department to determine which ignition resistant building codes apply to your project. In addition, Government Code Section 51182 calls for defensible space clearance and other wildland fire safety practices for buildings. Owners are also required to make a natural hazard disclosure as part of a real estate transfer. For information regarding home hardening and defensible space clearance, visit www.readyforwildfire.org.

Does the designation of Very High Fire Hazard Severity Zones in the Local Responsibility Area trigger the 100-foot clearance requirement?

Yes, per [Government Code 51182](#) unless a local government has passed a more stringent requirement, the 100-foot defensible space clearance applies. For information regarding home hardening and defensible space clearance, visit www.readyforwildfire.org.



Local Responsibility Area

What is the process for developing Fire Hazard Severity Zones in the Local Responsibility Area?

CAL FIRE uses the same modeling data that is used to map the State Responsibility Area. The map, along with a model ordinance, are then sent to the governing body for adoption.

How are the new Fire Hazard Severity Zones impacting development?

Many of the changes expanding Fire Hazard Severity Zones in Local Responsibility Areas have been supported by the building industry. CAL FIRE works closely with the building industry when setting various building codes and defensible space requirements, so we are working together to not affect development itself but to make sure development matches the hazards of that area.

When will the Local Responsibility Area Map be released?

The Local Responsibility Area map process will happen after the State Responsibility Area process has been completed, which is estimated to occur in winter of 2025.

Why haven't Moderate and High Fire Hazard Severity Zone classes been classified before in the Local Responsibility Area?

New legislation, [Senate Bill 63 \(Stern, 2021\)](#), now requires the adoption of all three Fire Hazard Severity Zone classes in the Local Responsibility Area. Previously only Very High Fire Hazard Severity Zones were required for adoption in Local Responsibility Areas.

Why is my property in a different zone than the adjacent area, which looks similar?

In non-wildland areas, zone edges occur based on distance to the wildland edge. Because hazard in these areas is largely determined by incoming embers from adjacent wildland, urban areas that are similar in vegetation type and housing density may have a change in FHSZ class as the distance to the wildland edge increases. Areas immediately adjacent to wildland receive the same FHSZ score as that wildland where fire originates, and the model then produces lower scores as the distance to wildland edge increases.

LRA Legislation Factsheet



Assembly Bill No.337

An act to add Chapter 6.8 (commencing with Section 51175) to Part 1 of Division 1 of Title 5 of the Government Code, and to amend Section 13108.5 of the Health and Safety Code, relating to fire protection.

[Enrolled, January 28, 1991]

AB 337, Bates. Very high fire hazard severity zones.

- (1) Under existing law, the State Board of Forestry is required to classify all lands within the state, in accordance with prescribed criteria, for the purpose of determining areas in which the financial responsibility of preventing and suppressing fires is primarily the responsibility of the state.

This bill would declare that the prevention of fires is not a municipal affair but is instead, a matter of statewide concern, and would make a finding and declaration of the Legislature that its provisions apply to all local agencies, including, but not limited to, charter cities, charter counties, and charter cities and counties. The bill would prohibit that finding from limiting the authority of a local agency, as defined, from imposing more restrictive fire and panic safety requirements, as otherwise authorized by law.

The bill would state that it is not the intent of the Legislature to limit or restrict the authority of a local agency to impose more restrictive fire and panic safety requirements, as otherwise authorized by law.

This bill would require the Director of Forestry and Fire Protection to identify areas in the state as very high fire hazard severity zones within all counties pursuant to a prescribed schedule. The bill would require local agencies, as defined, to designate, by ordinance, very high fire hazard severity zones in their jurisdiction after receiving recommendations from the director, except as prescribed. The bill would authorize local agencies to include or exclude areas following certain findings and would require changes made by local agencies to be final and not rebuttable by the director. By requiring local agencies to designate very high fire hazard severity zones within their jurisdictions, this bill would impose a state-mandated local program. The bill would require the State Fire Marshal to prepare and adopt a model ordinance that provides for the establishment of any high fire hazard security zones.

LRA Legislation Factsheet



Assembly Bill No.337 (Continued)

- (2) Under existing law, any person who owns, leases, controls, operates, or maintains any building or structure in, upon, or adjoining any mountainous area or forest-covered lands, brush-covered lands, or grass-covered lands, or any land that is covered with flammable material, is required to undertake specified fire protection measures, including the maintenance of specified firebreaks.

The bill would enact requirements of this nature for any person who owns, leases, controls, operates, or maintains, any occupied dwelling or occupied structure in, upon, or adjoining any mountainous area, forest-covered land, brush-covered land, grass-covered land, or land covered with flammable material, which area or land is within a very high fire hazard severity zone, as described in (1).

The bill would authorize local agencies to exempt certain structures and would exempt certain land or water areas.

The bill would make violation of these requirements an infraction or misdemeanor, as specified, thereby imposing a state-mandated local program by creating a new crime, and would specify related matters.

This bill would require local agencies to notify owners of property of violation and would authorize local agencies to correct the conditions and make a lien upon the property, as prescribed. By creating these requirements, this bill would impose a state-mandated local program.

The bill would permit a violation of these requirements to be considered a public nuisance, as specified.

- (3) Existing law requires the State Fire Marshal to adopt, amend, and repeal regulations for roof coverings and openings into the attic areas of buildings in those fire hazard severity zones in state responsibility lands as designated by the director. Existing law requires the director to classify lands within state responsibility areas into fire hazard severity zones.

This bill would instead require the State Fire Marshal to propose, and would require the State Building Standards Commission to adopt, amend, and repeal those regulations. The bill would also require the State Fire Marshal to propose, and would require the State Building Standards Commission to adopt, amend, and repeal, those regulations for buildings in very high fire hazard severity zones in state responsibility lands, designated by the director, and in very high fire hazard severity zones as described in (1). The bill would require roofs on all new buildings and certain existing buildings in both of those zones to be at least a class B roof that complies with Standard 32-7 of the Uniform Building Code, as adopted in the California Building Standards Code. The bill would impose requirements on installers and roofing materials and make other related changes. The bill would exempt historic buildings, as defined, from these provisions.

LRA Legislation Factsheet



Senate Bill No.63

CHAPTER 382

An act to amend Sections 51177, **51178, 51178.5**, 51182, and 51189 of the **Government Code**, to amend Section 13108.5 of the Health and Safety Code, and to amend Sections 4124.5 and 4291 of, and to add and repeal Sections 4123.8, 4291.5, and 4291.6 of, the Public Resources Code, relating to fire prevention.

[Approved by Governor September 28, 2021. Filed with Secretary of State September 28, 2021.]

SB 63, Stern. Fire prevention: vegetation management: public education: grants: defensible space: fire hazard severity zones.

- (1) Existing law requires the Director of Forestry and Fire Protection to identify areas of the state as very high fire hazard severity zones based on specified criteria. Existing law requires a local agency, within 30 days after receiving a transmittal from the director that identifies very high fire hazard severity zones, to make the information available for public review, as provided. This bill, among other things, would also require the director to identify areas of the state as moderate and high fire hazard severity zones. The bill would modify the factors the director is required to use to identify areas into fire hazard severity zones, as provided. The bill would require a local agency to make this information available for public review and comment, as provided. By expanding the responsibility of a local agency, the bill would impose a state-mandated local program.

This bill would also make conforming changes.

- (2) Existing law requires a person who owns, leases, controls, operates, or maintains an occupied dwelling or structure in, upon, or adjoining a mountainous area, forest-covered land, brush-covered land, grass-covered land, or land that is covered with flammable material that is within a very high fire hazard severity zone, as designated by a local agency, or a building or structure in, upon, or adjoining those areas or lands within a state responsibility area, to maintain a defensible space of 100 feet from each side and from the front and rear of the structure, as specified. Existing law authorizes a greater distance than specified above on the specified land in a very high fire hazard severity zone. Existing law specifies that clearance beyond the property line may only be required if state law, local ordinance, rule, or regulation includes certain findings and specifies that clearance on adjacent property shall only be conducted following written consent by the adjacent landowner.

LRA Legislation Factsheet



Amended by Senate Bill No.63

Government Code 51178

The State Fire Marshal shall identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

(Amended by Stats. 2021, Ch. 382, Sec. 2.5. (SB 63) Effective January 1, 2022.)

Government Code 51178.5

Within 30 days after receiving a transmittal from the State Fire Marshal that identifies fire hazard severity zones pursuant to Section 51178, a local agency shall make the information available for public review and comment. The information shall be presented in a format that is understandable and accessible to the general public, including, but not limited to, maps.

(Amended by Stats. 2021, Ch. 382, Sec. 3.5. (SB 63) Effective January 1, 2022.)

LRA Legislation Factsheet



Assembly Bill No. 211

CHAPTER 574

An act to amend Sections 11891, 11893, 12581, 12996, 12998, 12999.4, and 12999.5 of, and to add Sections 12999.6 and 13001 to, the Food and Agricultural Code, **to amend Section 51179 of the Government Code**, to amend Sections 44274.10, 44274.11, 44274.12, 44274.13, and 44274.14 of the Health and Safety Code, to amend Sections 3113, 4799.05, 14503.5.1, 14538, 14549.2, 14581, 42052, and 42060 of, to add Sections 14537.5, 14548, 14555, and 21166.3 to, to add Part 5 (commencing with Section 75250) to Division 44 of, and to repeal Section 75250.1 of, the Public Resources Code, to amend Section 43152.6 of, and to amend and repeal Section 43152.10 of, the Revenue and Taxation Code, to amend Section 13198 of the Water Code, to amend the Budget Act of 2021 (Chapters 21, 69, and 240 of the Statutes of 2021) by amending Item 8570-002-0001 of Section 2.00 of that act, and to amend the Budget Act of 2021 (Chapter 44 of the Statutes of 2022) by amending Items 3540-101-0001 of Section 2.00 of that act, relating to public resources, and making an appropriation therefor, to take effect immediately, bill related to the budget.

[Approved by Governor September 27, 2022. Filed with Secretary of State September 27, 2022.]

AB 211, Committee on Budget. Public resources trailer bill.

- (2) Existing law requires the State Fire Marshal to identify areas of the state as moderate, high, and very high fire hazard severity zones based on specified criteria. Existing law requires a local agency to designate, by ordinance, very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal. Existing law authorizes a local agency, at its discretion, to include areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the State Fire Marshal, as very high fire hazard severity zones following a finding supported by substantial evidence, as provided.

This bill would additionally require a local agency to designate, by ordinance, moderate and high fire hazard severity zones within 120 days of receiving recommendations from the State Fire Marshal. By expanding the responsibility of a local agency, the bill would impose a state-mandated local program. The bill would additionally authorize a local agency, at its discretion, to include areas within the jurisdiction of the local agency, not identified as moderate and high fire hazard severity zones by the State Fire Marshal, as moderate and high fire hazard severity zones, respectively. The bill would prohibit the local agency from decreasing the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, as provided.

LRA Legislation Factsheet



Amended by Assembly Bill No. 211

Government Code 51179

- (a) A local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178.
- (b) (1) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the State Fire Marshal, as very high fire hazard severity zones following a finding supported by substantial evidence in the record that the requirements of Section 51182 are necessary for effective fire protection within the area.

(2) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as moderate and high fire hazard severity zones by the State Fire Marshal, as moderate and high fire hazard severity zones, respectively.

(3) A local agency shall not decrease the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, and, in exercising its discretion pursuant to paragraph (2), may only increase the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency.
- (c) The local agency shall transmit a copy of an ordinance adopted pursuant to subdivision (a) to the State Board of Forestry and Fire Protection within 30 days of adoption.
- (d) Changes made by a local agency to the recommendations made by the State Fire Marshal shall be final and shall not be rebuttable by the State Fire Marshal.
- (e) The State Fire Marshal shall prepare and adopt a model ordinance that provides for the establishment of very high fire hazard severity zones.
- (f) Any ordinance adopted by a local agency pursuant to this section that substantially conforms to the model ordinance of the State Fire Marshal shall be presumed to be in compliance with the requirements of this section.
- (g) A local agency shall post a notice at the office of the county recorder, county assessor, and county planning agency identifying the location of the map provided by the State Fire Marshal pursuant to Section 51178. If the agency amends the map, pursuant to subdivision (b) or (c) of this section, the notice shall instead identify the location of the amended map.

(Amended by Stats. 2022, Ch. 574, Sec. 10. (AB 211) Effective September 27, 2022.)



Increasing Fire Hazard Severity Zone (FHSZ) Area and Designation

Government Code section 51179 requires a local agency to designate, by ordinance, moderate, high, and very high FHSZ within 120 days of receiving the identified FHSZ's from the State Fire Marshal pursuant to Section 51178.

The law does not allow for a local jurisdiction to request changes or provide comments to the State Fire Marshal on the FHSZ designations. However, a local agency may choose to increase the designation of a FHSZ from the FHSZ identified by the State Fire Marshal, or designate areas as having a FHSZ that were not designated in a FHSZ by the State Fire Marshal. This may occur because FHSZ zone edges in the maps and data from the State Fire Marshal are not aligned with parcel boundaries or roads that some may consider for lines of convenience when adopting ordinances. A local agency is not allowed to reduce the designation of a FHSZ classification from the State Fire Marshal (i.e. a local agency cannot make an area designated as High by the State Fire Marshal, Moderate in its adopted ordinance).

However, a local jurisdiction can increase the designation from the one identified by the State Fire Marshal. If a local agency decides to increase the designation of a FHSZ, it may do so if it does the following:

1. If increasing the designation to Very High, a local agency must make a finding supported by substantial evidence in the record that the requirements of Government Code section 51182 are necessary for effective fire protection.
2. If increasing the designation to Moderate or High, a local agency may do this at its discretion.

If a local agency decides to include areas in its FHSZ adopted ordinance not identified as being in a FHSZ by the State Fire Marshal, it may include those areas if it does the following:

1. If including areas not identified as being in a FHSZ and designating it as Very High, a local agency must make a finding supported by substantial evidence in the record that the requirements of Government Code section 51182 are necessary for effective fire protection.
2. If including areas not identified as being in a FHSZ and designating it as Moderate or High, a local agency may do this at its discretion.

LRA Legislation Factsheet





Land Use Planning Program

CAL FIRE's Land Use Planning Program is a specialized unit that provides support to local governments by providing fire safety expertise on the State's wildland urban interface building codes, as well as collaborating in the development of Safety Elements in General Plans.



For More Information
osfm.fire.ca.gov/fhsz



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Jessica Riley, Finance Director

DATE: May 15, 2025

SUBJECT: AN ORDINANCE AMENDING CHAPTER 3.24 SECTION 121 OF THE MUNICIPAL CODE TO MODIFY PROCEDURES FOR ALLOCATING TRANSIENT OCCUPANCY TAX COLLECTED FROM SHORT-TERM RENTALS. THIS PROJECT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION

Receive public comment and conduct the second reading.

BACKGROUND

Background and Purpose

In 2018, the City Council adopted Ordinance No. 1053, which established a regulatory framework for short-term rentals (STRs) in the City. This ordinance responded to the growing prevalence of privately-owned residential dwellings being used as STRs through platforms such as Airbnb and VRBO. The Council recognized that while STRs expand lodging options and generate increased transient occupancy tax (TOT) revenue, they also present potential challenges, including impacts on affordable housing and neighborhood character. The ordinance aimed to ensure neighborhood compatibility, support economic growth, and protect the health, safety, and welfare of residents by establishing licensing, operational standards, and enforcement mechanisms for STRs.

Establishment of Dedicated Funding for Community Benefits

Following the adoption of the STR program, the City Council enacted Ordinance No. 1054, directing that TOT revenues generated by STRs be accounted for in a separate fund. The ordinance required that these revenues be split evenly, with fifty percent

reserved for affordable housing projects and fifty percent reserved for neighborhood park improvement projects. The Neighborhood Improvement Commission was tasked with making recommendations to the City Council regarding the use of these funds, ensuring that STR-generated revenues directly benefited the community in tangible ways.

Amendment to Allocation Structure

In 2020, the Council adopted Ordinance No. 1084, amending Chapter 3.24.121 of the Municipal Code. This amendment authorized that up to ten percent of STR-generated TOT revenues could be used to cover the costs of administering the STR program. The net remaining funds continued to be split evenly between affordable housing projects and community/neighborhood park improvements, with recommendations from the Neighborhood Improvement Commission. This adjustment ensured that the program was financially sustainable while maintaining the City's commitment to reinvest STR revenues in community priorities.

Growth in Short-Term Rental Revenues

Since the inception of the STR program, the City has experienced significant growth in TOT revenues from STRs. Revenues increased from \$376,000 in fiscal year 2019-2020 to \$1.1 million in fiscal year 2023-2024. This growth reflects both increased participation in the STR market and effective program administration, resulting in a substantial and growing funding source for affordable housing and neighborhood improvements.

Proposed Modification to Fund Allocation

Given the sustained growth in STR-generated TOT revenues and evolving community needs, the City Council now seeks to modify the allocation of net funds. The proposed change would reserve fifteen percent of net STR TOT revenues for discretionary use by the City Council, with the remaining funds subject to allocation recommendations by the Neighborhood Improvement Commission. This adjustment is intended to provide the Council with greater flexibility to address emerging priorities while continuing to support affordable housing and neighborhood parks improvements.

Conclusion

The proposed modification to the allocation of STR-generated TOT revenues builds on the City's established framework for regulating STRs and reinvesting associated revenues in community priorities. By reserving a portion of net revenues for discretionary use, the City Council aims to enhance its ability to respond to changing community needs while maintaining its commitment to affordable housing and neighborhood improvements. The continued involvement of the Neighborhood Improvement Commission ensures that community input remains central to the allocation of these important resources.

FISCAL IMPACT

The allocation of short-term rental tax revenues has a direct impact on the City's budgeting and resource distribution. The continued funding of the Neighborhood Improvement Fund and Affordable Housing Fund ensures that key community projects and affordable housing initiatives are adequately supported. The funds used for capital improvements, neighborhood enhancements, and affordable housing programs help maintain and improve the City's infrastructure and affordable housing opportunities, contributing to long-term fiscal stability.

STRATEGIC PRIORITY

ATTACHMENTS

1. Draft Ordinance Amending Section 3.24.121
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AMENDING CHAPTER 3.24.121 OF THE MUNICIPAL CODE TO MODIFY
ALLOCATION OF TRANSIENT OCCUPANCY TAX COLLECTED FROM SHORT-
TERM RENTALS**

WHEREAS, the City Council adopted Ordinance No. 1053 in 2018, establishing a short-term rental program; and

WHEREAS, Ordinance No. 1054 was adopted directing that transient occupancy tax revenues generated by the short-term rental program be accounted for in a separate fund, with fifty percent (50%) reserved for affordable housing projects and fifty percent (50%) reserved for neighborhood park improvement projects, with recommendations to the City Council by the Neighborhood Improvement Commission; and

WHEREAS, Ordinance No. 1084 was adopted in 2020, amending Chapter 3.24.121 to provide that ten percent (10%) of the transient occupancy tax revenues be used for short-term rental program costs, with the net revenues split fifty percent (50%) for affordable housing projects and fifty percent (50%) for community and neighborhood park improvements, with recommendations by the Neighborhood Improvement Commission; and

WHEREAS, short-term rental revenues have increased since the inception of the program from \$376,000 in fiscal year 2019-2020 to \$1.1 million in fiscal year 2023-2024; and

WHEREAS, the City Council now desires to modify the allocation of net funds, reserving fifteen percent (15%) of the net revenues to itself for discretionary use, and adjusting the amounts subject to recommendation by the Neighborhood Improvement Commission.

NOW THEREFORE, the City Council of the City of Seaside, State of California does ordain as follows:

SECTION 1. GENERAL PURPOSE AND FINDINGS

The City Council hereby adopts the above recitals as though fully set forth and as the general governmental purpose and exercise of its police power as to the allocation of the short term rental program transient occupancy tax.

SECTION 2. TEXT AMENDMENTS

New amendments to the existing code are shown in underline, while deletions are shown in strike out. Section 3.24.121 shall be amended as follows:

§.24.121 Affordable housing and neighborhood improvement.

Annually, ten percent of transient occupancy taxes collected can be used for short-term rental program costs and the remaining net funds shall be allocated after the close of the current fiscal year shared. Fifty percent of the net transient occupancy tax collected from short-term rentals shall be set aside in the city of Seaside housing fund to be used to assist with affordable housing projects/activities in accordance with the direction of the city council and ~~fifty percent~~ thirty-five percent (35%) of the net transient occupancy tax shall be directed toward community and neighborhood park improvements, with recommendations to the city council by the neighborhood improvement commission and fifteen percent (15%) of the net funds will be allocated for use as determined directly by the City Council. (Ord. 1084 § 4, 2020; Ord. 1054 § 6, 2018)

SECTION 3. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA nor have the potential for causing a significant effect on the environment. (14 CCR 15378(b); 15061(b)(3))

SECTION 4. SEVERABILITY

A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 5. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

INTRODUCED AND PASSED TO PRINT at a Regular meeting of the City Council of the City of Seaside, State of California, on the 1st day of May, 2025.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside, State of California, on the ____ day of _____, 2025, by the following roll call 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



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Sheri Damon, City Attorney

DATE: May 15, 2025

SUBJECT: APPROVE A REQUEST TO MODIFY THE SCHEDULE OF PERFORMANCE EXTENDING THE DATE TO CLOSE A HOTEL CONSTRUCTION LOAN FOR THE GRAND HYATT SEASIDE RESORT HOTEL TO JULY 31, 2025, THIS ITEM IS EXEMPT FROM CEQA PURSUANT TO 15061(C)(3)

RECOMMENDATION

Consider the request to extend the date to close a Hotel Construction loan to July 31, 2025.

BACKGROUND

Summary of Request

SKDG requests approval to extend the deadline for closing its hotel construction loan to July 31, 2025. The owner has made substantial progress under the established Schedule of Performance for both the hotel and timeshare components of the Seaside Resort development.

Project Background and Progress

- SKDG acquired the hotel parcel (and assumed the golf course lease) in December 2021. Its subsidiary acquired the timeshare parcels in May 2023.
- Since the acquisition, the owner has:
 - Submitted a Hotel Management Agreement for a Grand Hyatt Seaside Resort Hotel (July 2023).
 - Provided schematic design drawings.
 - Completed improvements to McClure Way.
 - Advanced installation of water and power infrastructure.

- Removed previously identified trees.
- Completed parking lot and storm drainage basin improvements.

Reason for Extension

Despite these advancements, SKDG has requested two prior extensions for this performance milestone. Several external factors have delayed securing the construction loan, including economic uncertainties, tariffs, and shifting federal policies, which have increased construction costs and complicated financing efforts. Such delays are not uncommon in the hospitality sector, where regulatory and market factors can significantly impact project timelines.

Extension Terms and City Compensation

To address the City's concerns and incentivize timely completion:

- SKDG has agreed to pay the City \$40,000 per month for the duration of the extension.
- If SKDG closes the loan by July 31, 2025, these fees will not be charged.
- If the deadline is not met, all accrued fees (\$120,000) become due on August 1, 2025, and any further delays will continue to incur the monthly fee.

Given the owner's demonstrated progress and the external challenges faced, staff recommend approval of the requested extension, subject to the outlined financial terms.

FISCAL IMPACT

None to Positive.

STRATEGIC PRIORITY

ATTACHMENTS

1. Resolution
2. Exhibit A - 2nd Amend to 2nd Amend & Restated May 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

AUTHORIZING THE CITY TO ENTER INTO A THIRD AMENDMENT TO THE SECOND AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT WHICH MODIFIES ITEM 7 OF THE SCHEDULE OF PERFORMANCE FOR THE SEASIDE RESORT DEVELOPMENT FOR THE HOTEL AND TIMESHARE COMPONENTS ADJACENT TO THE BLACK HORSE AND BAYONENT GOLF COURSE

RECITALS:

WHEREAS, on or about January 17, 2025 SDKG made an oral request to extend the Schedule of Performance regarding obtaining the construction loan and on January 28, 2025, SDKG confirmed in writing its request to extend the date.

WHEREAS, The City negotiated extensions to the timelines to the Performance Schedule by adopting Resolution 20-72 and 21-81 which modified the Performance Schedule based upon the state of emergency and impact on tourism during 2020 and other business reasons in 2021; and

WHEREAS, the City extended the timeline for SDKG to obtain a construction loan from July 12, 2024 to January 31, 2025 by adopting Resolution 24-72; and

WHEREAS, since the June 2024 extension and in accordance with the Schedule of Performance, the Developer has continued to expend its own revenues in pursuit of and as a prerequisite of hotel improvements, including, but not limited to constructing improvements to McClure Way, installing water, sewer and power infrastructure, pulling rough grading permits and lodging grading permit fees with the City; and

WHEREAS, the City extended the timeline for SDKG to obtain a construction loan from January 31, 2025 to April 30, 2025 by adopting Resolution 25-21; and

WHEREAS, since April 30, 2025, SKDG has continued to install water and sewer infrastructure; and

WHEREAS, SDKG has requested an extension through July 31, 2025 due to increased economic uncertainties which has affected the construction prices for building the hotel and therefore the ability to secure appropriate construction financing.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby finds, determines, resolves, and orders as follows:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council certified a Final Environmental Impact Report for the Project on July 7, 2005, and thereafter, on August 17, 2005, adopted Addendum No. 1, on February 5, 2014, adopted Addendum No. 2, on December 10, 2014, adopted Addendum No. 3, and on December 7, 2017, adopted Addendum No. 4 and on or about October 26, 2022 adopted Addendum No. 5. The City Council hereby finds that although the extension for the closing of the sale of the hotel/resort land, timeshare land and residential land, as set forth in the Second Amended DDA are within the scope of the Final Environmental Impact Report and Addendum Nos. 1 through 5, and given the Developer's statement of fact, it can also be seen with certainty that there is no possibility that the activity in question will not have a significant effect on the environment, and therefore modification of the timing of obtaining a construction loan is not subject to CEQA. [State CEQA Guidelines Section 15061(b)(3)]. No review under the California Environmental Quality Act is required in connection with the extension of Item 7 to the performance schedule to the Second Amended DDA.

Section 3. The City Manager is hereby authorized and directed to execute and deliver, for and in the name of the City, the amendment to the Performance Schedule to the Second Amended DDA in substantially such form as attached Exhibit A, with changes therein may be approved in consultation with the City's attorney (such approval to be conclusively evidenced by the execution and delivery thereof).

Section 4. The officers and staff of the City are hereby authorized and directed, jointly and severally, to execute such instruments and do any and all things which they may deem necessary or advisable to effectuate this Resolution and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the ____th day of May 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

**SECOND AMENDMENT TO SECOND AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS AMENDMENT TO SECOND AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT ("Amendment") is dated as of May 15, 2025 by and among CITY OF SEASIDE, a California municipal corporation ("City"), and SKDG, a Florida limited liability company ("SKDG").

RECITALS

A. The City and Cypress Seaside are parties to a Second Amended and Restated Disposition and Development Agreement dated as of June 12, 2019 (the "DDA"). Terms described in the DDA shall have the same meaning when used in this Amendment unless otherwise specifically defined in this Amendment.

B. On October 1, 2019, pursuant to the DDA, the Seaside Entities purchased the property from the City. In particular, the City conveyed the Hotel Phase Land to Seaside Hotel Investors.

C. On May 27, 2020, the Seaside Hotel Investors sent a written request for extension due the Covid-19 pandemic and making representations that they were poised to comply with the hotel management agreement and schematic design drawings. The City Council adopted Resolution 20-72 which extended the dates.

D. In 2021, the City modified the Performance Schedule again to accommodate the anticipated sale of the hotel site to SKDG. The City extended the Performance Schedule via Resolution 21-81.

E. SKDG (and its subsidiary, Seaside Peninsula Acquisition Group LLC a Delaware limited liability company) purchased the hotel parcels in late 2021 and its subsidiary acquired the remaining timeshare parcels on or about May 2023 and accordingly is subject to the DDA and its amendments.

F. On or about June 19, 2024, the City approved an extension of Item 7 on the Schedule of Performance for SKDG from July 2024, to January 31, 2025. The City Council adopted Resolution 24-72 which extended the dates.

G. On or about February 6, 2025, the City approved an extension of Item 7 on the Schedule of Performance for SKDG from January 31, 2025 to April 30, 2025. The City Council adopted Resolution 25-21 which extended the dates.

H. SKDG has requested another 90-day extension of time within which to secure construction loan financing to proceed with the hotel resort project. SKDG and its subsidiary, desire to amend the DDA schedule of performance as provided in this Amendment.

NOW THEREFORE, the City and SKDG agree as follows:

1. The recitals are incorporated into this agreement and are the fundamental basis upon which the City enters this agreement.
2. Modification of Schedule of Performance

a. The deadlines in the Schedule of Performance (DDA Attachment No. 3) for item 7 is amended to extend the date to July 31, 2025. The updated Schedule of Performance is as provided below:

4.	Execution of Hotel Management Agreement with a management company listed on Attachment No. 4 and consistent with this Restated DDA and delivery of copy to City (fees and other proprietary provisions may be redacted)	July 31, 2023* (Satisfied)
5.	Schematic Design Drawings for the Hotel, containing the elements described below, delivered to the City	October 31, 2023 (Satisfied)
6.	Delivery of final plans and specifications for the Hotel that are reasonably acceptable to City	June 11, 2024* (Satisfied)
7.	Closing of Hotel construction loan in amount sufficient to pay all costs not paid with committed equity funds, and consistent with the Budget (City not being obligated to subordinate its right of reversion unless it provides for City's repurchase price of \$800,000 to be paid to lender in exchange for reconveyance of lender's deed of trust and other documents/interests)	July 31, 2025*
8.	Developer obtains all permits required for Hotel development/construction (and pays all fees)	September 10, 2024* (Pending)
9.	Material commencement of Hotel improvements	September 11, 2024* (Pending)
10.	Completion of Hotel	July 12, 2026*
11.	Issuance of grading or building permits and commencement of construction of the permitted improvement on a Residential Parcel. [PC 9(b)]	December 31, 2028 (not extended by this Amendment)
12.	Issuance of grading or building permits and commencement of construction of the permitted improvement on a Timeshare Parcel. [PC 9(b)]	December 31, 2028 (not extended by this Amendment)

b. SKDG agrees that in consideration for the extension of the time in Item 7 of the Schedule of Performance, SKDG will pay to the City on or before the first day of each month beginning August 1, 2025 and continuing until the first to occur of the thirty-six such month or (ii) satisfaction of Item 7 in the Schedule of Performance, SKDG will pay the City \$40,000.00 per month.

c. The first three months payments (August 1, 2025-October 31, 2025) will not be due until November 1, 2025 at which time the first three months, plus the November payment will become due. If SKDG successfully satisfies Item 7 in the Schedule of Performance, then the first three monthly payments will not become due and payable. If SKDG does not (i) timely deliver any of the payments described in Section 1(b) of this Amendment, and fails to cure the deficiency within 10 days following notice from the City, or (ii) meet the Hotel deadlines as extended by in Section 3(a) of this Amendment, then the City shall be entitled to exercise its repurchase option described in Section 6.1.2 of the DDA.

3. Ratification. Except as specifically modified in this Amendment, all applicable terms of the DDA remain unmodified and in full force and effect.

4. Execution in Counterparts. This Amendment may be executed in counterparts, each of which, and all of which together, shall constitute one and the same Agreement.

[Signatures begin on the next page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year first written above.

CITY OF SEASIDE

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

[Signatures continue on the next page.]

By: Seaside Peninsula Acquisition Group LLC, a Delaware
Limited Liability Company

By: _____
Kiran C. Patel, Manager

By: Seaside Peninsula Acquisition Manager, LLC, a Delaware
Limited Liability Company, its Manager

By: _____
Kiran C. Patel, Manager

By: SKDG Investments, LLC, a Florida Limited Liability
Company, its Manager

By: _____
Kiran C. Patel, Manager



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
Kirstin van Gend, Administrative Analyst II

DATE: May 15, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING FISCAL YEAR 2025-2026
STREET REPAIR PROJECT LIST TO BE FUNDED IN PART WITH
SB1: THE ROAD MAINTENANCE REPAIR AND ACCOUNTABILITY
ACT OF 2017 FUNDS, AND AUTHORIZING STAFF TO SUBMIT TO
THE CALIFORNIA TRANSPORTATION COMMISSION**

RECOMMENDATION

Authorize staff to submit a SB 1 Project List to the California Transportation Commission (CTC), and authorize the SB1 Project List to be funded in part with fiscal year (FY) 2025-26 Road Maintenance Repair and Accountability (RMRA) Revenues.

BACKGROUND

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide.

SB1 places accountability and compliance requirements on jurisdictions in order to exhibit the effectiveness of the program. The City must adopt, by resolution, a list of projects proposed to receive fiscal year funding in part from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1. As part of this year's project list update, the City is submitting the 2025 Pavement Rehabilitation Project (pre-construction). The project will follow the City's 5 Year Pavement Rehabilitation Policy with 80% of available funds spent on pavement rehabilitation of residential street segments and 20% spent on arterial and collector street segments.

Staff recommends that the City Council adopt a resolution approving the attached SB1 Project List in order to update the project list with the CTC for continuation of SB1 funding.

ENVIRONMENTAL COMPLIANCE

Per Title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," Article 19, "Categorical Exemptions," Section 15301.c, "Existing Facilities", repair, maintenance or minor alterations involving negligible or no expansion of existing or former use of "Existing highway and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety)" are categorically exempt from CEQA (California Environmental Quality Act)."

FISCAL IMPACT

The City of Seaside RMRA revenues generated from SB1 are budgeted to be \$858,756.00 in FY 2025-2026. The proposed project list (Attachment 2) will be partially funded from the budgeted RMRA SB1 revenues accounted for in #210-3526 and expended from budgeted amount in the Pavement Resurfacing Account (212-8920-9600).

STRATEGIC PRIORITY

ATTACHMENTS

1. Resolution
2. SB 1 Project List

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 FISCAL YEAR 2025/2026 STREET REPAIR PROJECT LIST TO BE FUNDED IN PART WITH SB1: THE ROAD MAINTENANCE REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS, AND AUTHORIZING STAFF TO SUBMIT THE LIST TO THE CALIFORNIA TRANSPORTATION COMMISSION

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide;

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Seaside (City) must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, attached hereto as Exhibit A, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvements; and

WHEREAS, the City could receive an estimated \$858,756 in RMRA funding in Fiscal Year 2025-2026 from SB 1; and

WHEREAS, this is the ninth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities, including City Council Meetings, Traffic Advisory Committee Meetings, and Council's direction to focus on rehabilitating residential roadways and traffic calming measure for city streets; and.

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate approximately 7-8 street segments throughout the City as part of the 2025 Pavement Rehabilitation Improvements Project; and

WHEREAS, the 2021 California Statewide Local Streets and Roads Needs Assessment found that the City/County streets and roads are in an “at risk” condition and this revenue will help us improve the overall quality of our road system; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve the Fiscal Year 2025-2026 Street Repair Project List (Exhibit A) to be funded in part with SB1: The Road Maintenance Repair and Accountability Act of 2017 funds, to allocate these funds to the Pavement Resurfacing Account (212-8920-9600), and authorize staff to submit the list to the California Transportation Commission.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 15th day of May 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

Exhibit A: Senate Bill (SB) 1 Proposed Project List for Fiscal Year 2023-24

Title	Description	New or Carried Over Project for SB1 Reporting	Location	Estimated Project Completion	Est Useful Life Min	Est Useful Life Max	FY25/26 Estimated SB1 Funding
2025 Pavement Rehabilitation Improvements Project	Evaluate the road network and determine failed road sections and design for the best applicable selected pavement rehabilitation treatment types as determined during design.(Pre-Construction)	<u>Carried Over</u>	Citywide, exact streets to be determined during design phase	August 2026	5	30	858,756.00
				Total Estimated Budget:			\$ 858,756.00



CITY OF SEASIDE STAFF REPORT

Item No.: 10.C.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: May 15, 2025

**SUBJECT: ADOPT A RESOLUTION APPROVING THE 2025-2026
STRATEGIC PLAN**

RECOMMENDATION

Recieve the presentation and approve the 2025-2026 Strategic Plan.

BACKGROUND

The City of Seaside's Strategic Plan serves as the foundational guide for policy direction, resource allocation, and performance accountability. At its core, the Plan reflects the City's shared vision of building a vibrant, inclusive, resilient community.

Following the February 2025 Strategic Planning Session, the City Council and Executive Leadership Team reconvened to review and refine the plan to ensure sharper focus, greater alignment, and more sustainable implementation strategies in light of ongoing challenges and emerging opportunities.

The resulting 2025–2026 Strategic Plan maintains the five high-impact priorities adopted in 2023 and reinforces the City's mission to serve as a responsive, equitable, and forward-thinking organization.

STRATEGIC PRIORITY FRAMEWORK

The updated Strategic Plan continues to center around five bold priorities:

Effective, Accessible Governance

Vibrant Local Economy

Diverse & Inclusive Community

Enhanced Physical Infrastructure & Abundant Water Supply

Community Safety & Quality of Life

These pillars reflect the values and aspirations of the Seaside community—guiding how the City delivers services, invests in people and places, and plans for a sustainable future. Since the adoption of the streamlined Strategic Plan in 2023, the City has advanced transformative projects and programs under each strategic pillar:

Governance: Implementation of digital tools for agenda management, transparency, and constituent engagement

Economy: Continued development of Campus Town, expanded business outreach, and revitalized partnerships with the Seaside Chamber of Commerce

Community: Launch of multilingual communications campaigns and expanded cultural events celebrating Seaside's diversity

Infrastructure: Completion of major paving and ADA improvement projects; advocacy for long-term water supply solutions

Safety & Quality of Life: Increased investment in community policing, youth outreach, and park activation

At the February 2025 planning retreat, Council and Department Heads conducted a performance review and gap analysis. While the priorities remain relevant and resonant, staff identified opportunities for greater cross-departmental coordination, clearer performance metrics, and stronger partnerships.

ANALYSIS

The 2025–2026 update integrates the following improvements:

Strategic Objectives and Key Results (OKRs): Each department will align work plans with measurable objectives.

Mid-Year Review Process: A formal check-in will ensure responsiveness and transparency in plan execution.

The updated plan is not a departure, but a deepening—a recommitment to working smarter, collaborating better, and dreaming bigger for Seaside.

ENVIRONMENTAL REVIEW

This action is not a project under the California Environmental Quality Act (CEQA) and is therefore exempt from further environmental review.

FISCAL IMPACT

There is no direct fiscal impact associated with adopting the Strategic Plan. However, it will guide budget development and departmental work plans for Fiscal Year 2025–2026.

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

1. Resolution
 2. Exhibit A
-

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 2025–2026 STRATEGIC PLAN

WHEREAS, the City of Seaside is committed to delivering high-quality public services that reflect the values, aspirations, and evolving needs of its diverse community; and

WHEREAS, the City Council adopted a streamlined Strategic Plan in 2023 centered on five bold priorities—Effective, Accessible Governance; Vibrant Local Economy; Diverse & Inclusive Community; Enhanced Physical Infrastructure & Abundant Water Supply; and Community Safety & Quality of Life—which continue to guide policy decisions, resource allocation, and performance accountability; and

WHEREAS, in February 2025, the City Council and Executive Leadership Team reconvened to conduct a comprehensive review and refinement of the Strategic Plan, grounded in performance outcomes, community feedback, and emerging opportunities; and

WHEREAS, the resulting 2025–2026 Strategic Plan preserves the original strategic pillars while integrating enhancements to improve implementation, including the introduction of department-level Strategic Objectives and Key Results (OKRs), a formal mid-year review process, and an emphasis on cross-departmental collaboration; and

WHEREAS, the 2025–2026 Strategic Plan reflects the City’s shared vision of building a vibrant, inclusive, and resilient Seaside, and underscores the City’s mission to serve as a responsive, equitable, and forward-thinking organization; and

WHEREAS, this action is not a project under the California Environmental Quality Act (CEQA) and is therefore exempt from further environmental review;

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

The City Council hereby adopts the 2025–2026 Strategic Plan as the City’s guiding document for policy development, budget prioritization, and departmental performance management.

The City Manager is authorized and directed to oversee implementation of the Strategic Plan, including the alignment of departmental work plans with Strategic Objectives and Key Results (OKRs), and to conduct a formal mid-year progress review to ensure transparency and accountability.

City staff shall use the Strategic Plan as the foundation for advancing cross-sector partnerships, improving service delivery, and achieving outcomes that benefit the residents, businesses, and stakeholders of Seaside.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the 15th day of May, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

Exhibit A

The final strategic plan will be published
prior to the meeting.