



AGENDA

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, August 7, 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 PRESENTATION FROM BLUE ZONES PROJECT (CINDY FOSTER RUIZ, DIRECTOR OF COMMUNITY PROGRAMS & MARKETING)

B. JUNE AND JULY 2025 HOUSE OF THE MONTH AWARDS (NEIGHBORHOOD IMPROVEMENT COMMISSION)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM JUNE 24, 2025, SPECIAL MEETING

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of March 8, 2025 - April 4, 2025, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period March 20, 2025 through April 3, 2025.

Total Accounts Payable and Payroll for the following periods is:

March 08, 2025 through March 21, 2025 = \$2,589,048.13

March 22, 2025 through April 04, 2025 = \$2,302,663.27

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of March 8, 2025 through April 04, 2025, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period March 20, 2025 through April 03, 2025. Total Accounts Payable and Payroll for the above referenced period is \$1,620.94.

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM SEASIDE RAIDERS YOUTH FOOTBALL FOR THE 2025 SEASON

RECOMMENDATION: Approve the request.

E. APPROVE A FEE WAIVER REQUEST FROM SEASIDE HIGH SCHOOL FOR COSTS ASSOCIATED WITH THE ANNUAL HOMECOMING PARADE ON SEPTEMBER 26, 2025, IN THE AMOUNT OF \$1,046.00

RECOMMENDATION: Approve the request.

F. APPROVE APPOINTMENT TO NEIGHBORHOOD IMPROVEMENT COMMISSION

RECOMMENDATION: Accept appointment of Stephanie Spross to the Neighborhood Improvement Commission as recommended by the Mayor.

G. ADOPT A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO JMS CEMENT CONTRACTORS IN AN AMOUNT NOT TO EXCEED \$711,274.00, AND APPROVE A CONSTRUCTION CONTINGENCY IN THE AMOUNT OF \$106,691.00, FOR THE CONSTRUCTION OF THE EUCALYPTUS ROAD INFILTRATION UNIT REPAIR PROJECT AND APPROVE THE PLANS AND SPECIFICATIONS (THIS CONTRACT IS FUNDED VIA A FORT ORD REUSE AUTHORITY AGREEMENT)

RECOMMENDATION: Adopt a resolution awarding the construction contract and approving the plans and specifications.

H. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN LICENSING AGREEMENT WITH PLACER.AI FOR A SOFTWARE SUBSCRIPTION IN THE AMOUNT OF \$27,250.00

RECOMMENDATION: Adopt the resolution to enter into the licensing agreement.

I. ADOPT A RESOLUTION APPROVING THE RECLASSIFICATION OF CHIEF BUILDING OFFICIAL AND MODIFICATION TO THE COMPENSATION PLAN

RECOMMENDATION: Adopt the resolution approving the reclassification.

J. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT EXERCISE OF POWERS AGREEMENT (JPEA) BY AND BETWEEN THE SEASIDE COUNTY SANITATION DISTRICT AND THE CITY OF SEASIDE

RECOMMENDATION: Adopt the resolution to enter into the JPEA.

K. ADOPT A RESOLUTION INCREASING JMS CEMENT CONTRACTORS' AGREEMENT BY \$300,000.00 TO A TOTAL NOT TO EXCEED \$1,447,947.50 FOR POLICE DEPARTMENT PARKING LOT IMPROVEMENTS, AND AUTHORIZE A \$300,000.00 TRANSFER FROM CAPITAL RESERVES

RECOMMENDATION: Adopt the resolution:

1. Approving a release of \$300,000.00 from the Capital Reserves
2. Approving an appropriation of \$300,000.00 to the Police Department Parking Lot Improvements Project from the Capital Reserve for additional unforeseen required work;
3. Approving \$300,000.00 in additional contingencies to the Agreement for Contractor Services with JMS Cement Contractors, Inc. for a total construction amount that does not exceed \$1,447,947.50; and
4. Authorizing the City Manager to approve amendments, extensions, and change orders to the Agreement for Contractor Services until completion of the project such that they do not exceed the total project construction amount.

9. PUBLIC HEARING

A. ADOPT AN ORDINANCE TO AMEND TITLES 5 AND 17 OF THE SEASIDE MUNICIPAL CODE TO ESTABLISH SECURITY REQUIREMENTS, OPERATING STANDARDS, AND ZONING REQUIREMENTS FOR THE STORAGE OR SALE OF FIREARMS AND AMMUNITION. THE PROPOSED ORDINANCE IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES. (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION: Adopt the proposed Ordinance.

B. ADOPT AN ORDINANCE TO AMEND THE SEASIDE MUNICIPAL CODE ADDING CHAPTER 9.05 PROHIBITING AGGRESSIVE SOLICITATION IN THE CITY'S STREET MEDIANS AND OTHER PLACES AND AMENDING CHAPTERS 9.20 OVERNIGHT OCCUPANCY OF VEHICLES ON PUBLIC PROPERTY, 9.21 STORAGE OF PERSONAL PROPERTY ON CITY PROPERTY AND 10.32 STOPPING, STANDING AND PARKING. THE PROPOSED ORDINANCE AMENDMENT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO

SECTION 15061(B)(3) OF THE CEQA GUIDELINES (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: Introduce the ordinance, waive the full reading and read by title only, and set the ordinance for adoption at the next regular meeting.

10. BUSINESS ITEMS

A. 4TH OF JULY AFTER ACTION REPORT (POLICE CHIEF NICK BORGES & FIRE CHIEF PAUL BLAHA)

RECOMMENDATION: Receive the report.

B. RECEIVE UPDATE ON THE CITY OF SEASIDE CAR WEEK EVENTS SCHEDULED FROM AUGUST 11, 2025, THROUGH AUGUST 16, 2025

RECOMMENDATION: Received the report.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

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

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

13. CLOSED SESSION

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

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

RECOMMENDATION: Property: 1 McClure Way, commonly known as the Blackhorse and Bayonet Golf Course and Grand Hyatt Hotel site
Agency Negotiators: City Manager, et. al
Negotiating Parties: Seaside Acquisition Group et. al. and City of Seaside
Under Negotiation: Price, terms of payment or both

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

Monterey County Superior Court Case No. 24 CV002872

Case Name: Seaside Highlands Homeowners Association v. City of Seaside, et al.

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

Monterey County Superior Court Case No. 25CV001036

Case Name: City of Seaside v. Seaside Highlands Homeowners Association, et al.

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

Two matters of potential litigation

14. ADJOURNMENT

*This meeting is closed in the honor and memory of
Retired Officer Paul Gooden, Ms. Lori Merwin and Dr. Michele Horne.*

Next Regularly Scheduled Meeting:

August 21, 2025

5:00 PM

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

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

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



DRAFT MINUTES

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

SPECIAL MEETING
440 HARCOURT AVE
Tuesday, June 24, 2025
5:00 PM

1. CALL TO ORDER

Mayor Pro Tem/Vice Chair Pacheco called the meeting to order at 5:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. PLEDGE OF ALLEGIANCE

The pledge was led by Council/Agency Member Burks.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Lynda Cunningham, Dianne Nielson

6. PUBLIC AGENCY COMMUNICATIONS

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

The following events were announced:

- Get ready to celebrate Independence Day in style at the City of Seaside's Red, White, and Blues Festival! Join us on July 4th, from 11 AM to 4 PM, at the City Hall Lawn, 440 Harcourt Ave. Enjoy live music from The White Album Ensemble, food, games, and free hot dogs for the kids!
- Keep our community safe—remember, no illegal fireworks. Want to get involved? Vendors are still wanted! Call 831-899-6800 for more information.
- Celebrate with us—fun, music, and community spirit await at this year's Red, White, and Blues Festival!
- This summer, the Seaside Library is the place to be for kids and teens!
- The Summer Reading Club 2025 kicks off with fun activities, prizes, and weekly events to keep young minds engaged.
- Plus, don't miss Lunch at the Library—free nutritious meals for youth, served Monday through Friday.
- And mark your calendars for exciting youth events throughout June and July, from puppet shows to hands-on science fun.

- For full schedules, visit seasidepubliclibrary.org.
- Pet owners and community members in Seaside—mark your calendars! On Saturday, June 28th at 11:00 AM, you're invited to a special Celebration of Appreciation for the 10-year anniversary of Pacchetti Dog Park.
- Enjoy complimentary nail clipping for your furry companions, free festive bandanas, and yes—even free cake, as a gesture of gratitude. Hope to see you out there!
- Heads up, Seaside residents—important fuel mitigation work is scheduled for June 23rd through 27th. CAL FIRE crews from Gabilan Conservation Camp will be clearing overgrown vegetation, trimming trees, and reducing wildfire fuels along the Mescal Street corridor, starting at Plumas Avenue and moving north toward Hilby Avenue.
- This proactive effort, led by the City of Seaside and CAL FIRE, is aimed at enhancing fire safety and protecting local neighborhoods. Minimal disruption is expected.
- Seaside is gearing up for a vibrant celebration—join the 6th Annual Monterey County Juneteenth Jubilee on Saturday, June 14th, 2025, starting at 1 PM at Laguna Grande Park.
- Bring your lawn chairs and enjoy a day packed with local Black-owned businesses, delicious food vendors, inspiring speakers, live music, and nonstop entertainment for all ages.
- Don't miss the Kids Zone, the 2025 Crowning Ceremony, and a stunning Car Club showcase featuring classic and custom rides lining the streets.
- Celebrate Black history, culture, and community in this unforgettable event. See you at Laguna Grande Park on June 14th!
- 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!
- 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 EXTENDED market hours are 3 PM to 7 PM, so, mark your calendars, and we'll see you out at Laguna Grande Park on Thursdays.
- Join FOSPA on Saturday, June 7th at BOTH Capra Park AND Martin Park, and, on the 14th at Farallones Park for a day of service and outdoor fun! For more information, including future workdays and locations, visit [Friends Of Seaside Parks.org](http://FriendsOfSeasideParks.org).

7. PRESENTATIONS

A. APRIL AND MAY 2025 HOUSE OF THE MONTH AWARDS (NEIGHBORHOOD IMPROVEMENT COMMISSION)

Assistant City Manager Dan Meewis provided an overview of the House of the Month Award program and introduced Neighborhood Improvement Commission Chairperson Ray Riordan, and Commissioner Ramona Oleta-Reed. The Commission reviewed the

two winners and displayed the plaque that each will receive: 1705 Military Avenue (April winner), 1925 Grandview Avenue (May winner).

**B. RECEIVE A PRESENTATION REGARDING CHARTWELL SCHOOL
(DANIELLE PATTERSON, HEAD OF SCHOOL - OUTREACH & FAMILY
ENGAGEMENT)**

Ms. Patterson provided a presentation and reviewed achievements, initiatives, and upcoming events at Chartwell School.

8. CONSENT AGENDA

Items pulled: 8F, 8K

On motion by Council/Agency Member Garcia-Arrazola and second by Council/Agency Member Burks and carried by the following roll call vote, the City Council/Successor Agency moved to approve the consent agenda.

RESULT: 4-0-0-1

AYES: Burks, Garcia-Arrazola, Miller, Pacheco

NOES: None

ABSTAIN: None

ABSENT: Oglesby

A. APPROVE MINUTES FROM JUNE 10 AND 12, 2025, SPECIAL MEETINGS

ACTION: APPROVED

**B. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF
\$3,000.00 FROM THE BOYS & GIRLS CLUBS OF MONTEREY COUNTY TO
ASSIST WITH THE COSTS ASSOCIATED WITH THEIR EIGHT-WEEK
YOUTH SUMMER CAMP PROGRAM**

ACTION: APPROVED

**C. APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS
ORGANIZATION TO USE LAGUNA GRANDE HALL AND KITCHEN TO
HOLD THEIR ANNUAL "DIA DE LOS MUERTOS" EVENT ON NOVEMBER 1,
2025, IN THE AMOUNT OF \$604.50**

ACTION: APPROVED

**D. APPROVE A FEE WAIVER REQUEST FROM MONTEREY COUNTY POPS!
FOR THEIR LABOR DAY CONCERT AT SEASIDE CITY HALL LAWN ON
SEPTEMBER 1, 2025, IN THE AMOUNT OF \$5,686.00**

ACTION: APPROVED

- E. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE-YEAR MAINTENANCE SERVICES AGREEMENT FOR CITY PARKS AND FACILITIES WITH HOPE SERVICES IN AN AMOUNT NOT TO EXCEED \$154,375.00**

ACTION: ADOPTED RESO #25-87

- F. ADOPT A RESOLUTION APPROVING AN ALLOCATION OF 0.081 ACRE- FEET OF WATER PER YEAR FROM THE CITY RESERVE TO 1721 DEL MONTE BOULEVARD TO SUPPORT AN EXPANSION OF THE EXISTING LEXUS AUTO DEALERSHIP**

PUBLIC COMMENT: Ray Riordan

On motion by Council/Agency Member Burks and second by Council/Agency Member Garcia-Arrazola and carried by the following roll call vote, the City Council/Successor Agency moved to approve the allocation of 0.081 acre feet of water per year from the City reserve.

RESULT: 4-0-0-1

AYES: Burks, Garcia-Arrazola, Miller, Pacheco

NOES: None

ABSTAIN: None

ABSENT: Oglesby

ACTION: ADOPTED RESO #25-88

- G. ADOPT A RESOLUTION APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF SEASIDE AND THE SEASIDE HOUSING COLLABORATIVE TO AUTHORIZE THE COLLABORATIVE TO PURSUE THE DEVELOPMENT OF AFFORDABLE HOUSING ON TWO CITY-OWNED PARCELS LOCATED ON THE 1200 BLOCK OF DARWIN STREET AND THE 1200 BLOCK OF LUZERN STREET**

ACTION: ADOPTED RESO #25-89

- H. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WILL DAN FINANCIAL SERVICES TO COMPLETE THE COMPREHENSIVE CITYWIDE FEE STUDY FOR AN AMOUNT NOT TO EXCEED \$29,995.00**

ACTION: ADOPTED RESO #25-90

I. ADOPT RESOLUTIONS TO AUTHORIZE SIDE LETTER AMENDMENTS TO LABOR AGREEMENTS AND NON-REPRESENTATIVE GROUPS

ACTION: ADOPTED RESO #25-91

J. ADOPT A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO KRAEMER ENGINEERING INC. FOR AN AMOUNT NOT TO EXCEED \$699,978.94 FOR THE SAN PABLO AVENUE TRAFFIC CALMING IMPROVEMENTS PROJECT

ACTION: ADOPTED RESO #25-92

K. ADOPT A RESOLUTION CANCELING THE JULY 3, 2025, REGULAR CITY COUNCIL MEETING

PUBLIC COMMENT: None

On motion by Council/Agency Member Garcia-Arrazola and second by Council/Agency Member Burks and carried by the following roll call vote, the City Council/Successor Agency moved to cancel the July 3, 2025, regular meeting.

RESULT: 3-1-0-1

AYES: Burks, Garcia-Arrazola, Pacheco

NOES: Miller

ABSTAIN: None

ABSENT: Oglesby

ACTION: ADOPTED RESO #25-93

9. PUBLIC HEARING

A. ADOPT A RESOLUTION APPROVING THE FY 2025–2029 CONSOLIDATED PLAN AND FY 2025–2026 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Administrative Analyst II Haroon Noori provided a presentation reviewing the FY25/26 funding allocations, that have an anticipated funding of \$466,548.

Council/Agency Member Miller recused himself due to his position as a member of the Board of Directors for funding recipient agency, Community Human Services.

PUBLIC COMMENT: None

On motion by Council/Agency Member Burks and second by Council/Agency Member Garcia-Arrazola, and carried by the following roll call vote, the City Council/Successor

Agency moved to approve the FY2025-2029 consolidated plan and they FY2025-2026 annual action plan for the CDBG program.

RESULT: 3-0-1-1

AYES: Burks, Garcia-Arrazola, Pacheco

NOES: None

ABSTAIN: Miller

ABSENT: Oglesby

ACTION: ADOPTED RESO #25-94

B. AB 2561 PRESENTATION REPORT ON CURRENT JOB VACANCIES, RECRUITMENT, AND RETENTION EFFORTS

Human Resources Director Samantha Sahkrani reviewed the background and purpose of AB 2561 that went into effect in September 2024 that requires public agencies to publicly address the status of their vacancies.

- Fiscal Year 24/25 – 168 budgeted positions
- 9.9 % Total Vacancy Rate (17 total vacancies)
- To date, there are 15 represented vacancies out of 17 full-time vacancies, 9.33% vacancy rate:

Chief Building Official	(Executive-Non)
Housing Program Manager	(SMESA)
Junior Engineer	(SCEA/LIUNA)
Engineer Inspector	(SCEA/LIUNA)
Senior Civil Engineer	(SMESA)
Financial Analyst	(SMESA)
Firefighter (2)	(IAFF)
Deputy Fire Chief	(Safety Management)
Assistant Planner	(SCEA/LIUNA)
Utilities Field Supervisor	(SMESA)
Police Officer (4)	(POA)
Police Records Technician	(POA)
Police Services Assistant	(POA)

PUBLIC COMMENT: None

On motion by Council/Agency Member Garcia-Arrazola and second by Council/Agency Member Burks, and carried by the following roll call vote, the City Council/Successor Agency moved to accept and file the report on the status of job vacancies, recruitment, and retention efforts per GC 3502.3.

RESULT: 4-0-0-1

AYES: Burks, Garcia-Arrazola, Miller, Pacheco

NOES: None

ABSTAIN: None

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING THE FISCAL YEAR 2025-2026 OPERATING BUDGET, INVESTMENT POLICY, CAPITAL IMPROVEMENT PROGRAM, FEE SCHEDULE, POSITION CONTROL LIST, SALARY SCHEDULE, STRATEGIC PLAN, AND RESERVE AMOUNTS AND PROVIDE DIRECTION TO STAFF AS TO ANY CHANGES TO BE MADE PRIOR TO ADOPTION

City Manager Greg McDanel, provided an overview of the FY25-26 general fund budget snapshot of the \$48.3M operating budget, \$2.7M allocated to capital projects, a \$60K surplus resulting from \$4.6M in department reductions and 20 frozen vacancies. The Council was presented with resolving a -\$1.7M unassigned fund balance. Finance Director Jessica Riley provided a review for the revised budget that was result of the budget study sessions held on June 10 and 12, 2025, adjustments and corrections made post session, administrative updates and technical corrections, and staff follow up items.

Revised Proposed Budget:
Revenues: \$48.3M
Expenditures: \$48.2M
Operating Surplus: \$47,877
Use of Fund Balance: \$1.8M
Unassigned fund balance: \$318K

FY 2025/26 Proposed	Operating Budget	Non-Operating Budget	Total Budget
Revenue	\$ 48,255,056	\$ -	\$ 48,255,056
Fund Balance		1,779,543	1,779,543
Expenditures	(48,207,179)	(1,779,543)	(49,986,722)
Surplus(Deficit)	\$ 47,877	\$ -	\$ 47,877

On motion by Council/Agency Member Garcia-Arrazola and second by Council/Agency Member Miller, and carried by the following roll call vote, the City Council/Successor Agency moved to approve the FY2025-2026 operating budget, investment policy, capital improvement program, fee schedule, position control list, salary schedule, strategic plan, and reserve amounts and provide direction to staff as to any changes to be made prior to adoption.

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

ABSTAIN: None
ABSENT: Oglesby

ACTION: ADOPTED RESO #25-95

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None

B. FOLLOW UP ON PREVIOUS REQUESTS

City Manager McDanel provided an update about the progress of a previous request to review the unsolicited proposal policy, and indicated that the item would appear within the next few meetings.

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 any report out.

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

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

No report.

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

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

Monterey County Superior Court Case No. 24CV002483

Case Name: Landwatch and Center for Biological Diversity v. City of Seaside, et al.

No report.

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

Monterey County Superior Court Case No. 24 CV002872

Case Name: Seaside Highlands Homeowners Association v. City of Seaside, et al.

No report.

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

Monterey County Superior Court Case No. 25CV001036

Case Name: City of Seaside v. Seaside Highlands Homeowners Association, et al.

No report.

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

No report.

14. ADJOURNMENT

With no further business, the meeting adjourned at 7:37 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: Corryn Bennett, Accountant II

DATE: August 7, 2025

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of March 8, 2025 - April 4, 2025, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period March 20, 2025 through April 3, 2025.

Total Accounts Payable and Payroll for the following periods is:

March 08, 2025 through March 21, 2025 = \$2,589,048.13

March 22, 2025 through April 04, 2025 = \$2,302,663.27

BACKGROUND

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

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

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

- \$37,342.00 to BEREMAN CARPETS, INC. for Remaining balance of carpet installation at the Police Department January 2025 and deposit for stage floor replacement at Oldemeyer Center.
- \$218,770.00 to COUNTY OF MONTEREY for Payment for FY 2024-25 Quarter 4 Dispatch Services.
- \$10,482.27 to DEPARTMENT OF TRANSPORTATION for Traffic signals & lights servicing for the period of July-September 2024.
- \$102,256.75 to COASTAL PAVING & EXCAVATING, INC. for Pavement Rehabilitation Project professional rehabilitation services on various streets through February 2025.
- \$17,006.00 to JOHN C GEMMA for Professional network support services for the periods of January-March 2025; subscription renewal for virtual desktop software; purchase of data backup.
- \$111,182.09 to WEST COAST CODE CONSULTANTS INC for Professional building plan review services for the period of July 2024 - February 2025.
- \$12,804.75 to MARINA COLLISION REPAIR INC, for Repair and repainting of 2024 Chevy Silverado work truck for Fire Department.
- \$148,726.30 to GEOSYNTEC CONSULTANTS, INC. for Professional environmental consulting services for the period of February 2025.
- \$174,290.55 to MARINA LANDSCAPE, INC for Professional landscaping services for Fremont median renovation project for the period of January-February 2025.
- \$11,115.00 to HOPE SERVICES for Maintenance services for the period of February 2025.
- \$15,187.50 to 1582 MEDICAL CORPORATION for Payment for NFPA 1582 physical exams for 25 firefighters.
- \$10,000.00 to GRACE CARROLL for Initial payment for Prop 47 Grant program professional services.
- \$30,461.45 to MEYER NAVE, A PROFESSIONAL CORPORATION for Professional legal services for Seaside Highlands and GPU Litigation through the period of February 2025.
- \$14,798.00 to LEAGUE OF CALIFORNIA CITIES for 2025 Annual Membership Dues
- \$28,296.68 to MONTEREY CO. CONVENTION & VISITOR'S BUREAU for TID (Tourism Improvement District) remittance for the reporting period of January 2025 for the 13 Seaside motels/hotels.
- \$28,749.11 to MONTEREY CO. CONVENTION & VISITOR'S BUREAU for TID (Tourism Improvement District) remittance for the reporting period of February 2025 for the 13 Seaside motels/hotels.
- \$81,249.80 to WALLACE GROUP for January 2025 Invoices for projects: Campus Town Water Augmentation, Lincoln Cunningham Arterial Trail, pavement rehab prof services, and Fremont medians improvements.
- \$28,431.42 to MONTEREY PENINSULA WATER MGMT DISTRICT for Seaside Basin Watermaster services for the periods of October-December 2024; February

- 2025 Seaside MWS user surcharge.
- \$11,091.51 to PACIFIC GAS & ELECTRIC for Collective accts for street lights, highway lighting, park lights and city office buildings. Service for the statement period of March 2025.
- \$13,967.79 to MERRY TRUCKSIS for Manufacture and delivery of an aluminum seahorse gateway sign.
- \$75,674.13 to U.S. BANK-CALCARD for City of Seaside purchase card transactions for the billing period of February 2025.
- \$25,661.85 to MARINA COAST WATER DISTRICT for Recycled water meter services for the period of February 2025.
- \$41,052.50 to PAVEMENT ENGINEERING, INC. for Professional services for the Pavement Rehab Project from January-February 2025 and Hot Spot services through January 2025.
- \$17,900.00 to PRESIDENT AND FELLOWS OF HARVARD COLLEGE for City Clerk Executive Education program from July 7-25, 2025.
- \$15,664.97 to CALIFORNIA PREMIER RESTORATION for Emergency clean-up services for flooded Police Department.
- \$25,417.94 to CALIFORNIA PREMIER RESTORATION for Emergency clean-up services for flooded Police Department.
- \$77,790.33 to KIMLEY-HORN AND ASSOCIATES, INC. for Professional services for the Campus Town Development project for the periods of August-September 2024.
- \$11,896.91 to KIMLEY-HORN AND ASSOCIATES, INC. for Professional services for the Campus Town Development project for the periods of November 2024 and Engineering support svcs through February 2025.
- \$754,008.14 to U.S. BANK ST. PAUL for City of Seaside joint powers financing authority lease revenue bonds (Measure X Road Improvements and Cutino Park Improvement projects).
- \$20,287.29 to MONTEREY ONE WATER for SCSO prof. services for Lift Station Maintenance during July-Sept 2024
- \$11,888.00 to DENISE DUFFY & ASSOCIATES, INC. for Professional CEQA services for Chartwell School Initial Study for the period of 01/01/25-03/15/25.
- \$12,181.67 to STURDY OIL COMPANY for 1,500 gallons of regular gas (ethanol) and 1,160 gallons of clear diesel delivered to the public works department on 03/13/2025.
- \$22,681.39 to ENTERPRISE FM TRUST for Monthly payment for (21) leased City vehicles for the period of March 2025.

The Net Payroll and Payroll benefits total was \$2,364,464.27.

The remaining checks, totaling \$407,029.74, include payments to vendors for operating expenditures.

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

FISCAL IMPACT

There are no additional fiscal impacts.

STRATEGIC PRIORITY

1

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

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

FROM: Greg McDanel, City Manager

BY: Corryn Bennett, Accountant II

DATE: August 7, 2025

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of March 8, 2025 through April 04, 2025, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period March 20, 2025 through April 03, 2025. Total Accounts Payable and Payroll for the above referenced period is \$1,620.94.

BACKGROUND

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

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

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

- No checks exceeded \$10,000.

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

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

FISCAL IMPACT

There are no additional fiscal impacts.

STRATEGIC PRIORITY

1

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: August 7, 2025

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF
\$3,000.00 FROM SEASIDE RAIDERS YOUTH FOOTBALL FOR
THE 2025 SEASON**

RECOMMENDATION

Approve the request.

BACKGROUND

The Seaside Raiders Youth Football organization is requesting a \$3,000.00 donation from the Mayor's Youth Fund to help cover the costs associated with purchasing safety equipment and uniforms for their football program. The goal of the Seaside Raiders is to provide a quality program that teaches and instills values, leadership, sportsmanship, and team work. They provide an outlet that gives the youth in our community an opportunity to be active and physical at a time where physical education and other physical programs are lacking. The leadership team of the Seaside Raiders encourage recycling at all times. In the past, they collected and saved all the recyclables after each game and practice, and then gave them to families in need who use the funds that they get from recycling for household expenses.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. They received their last donation at the February 15, 2024, City Council meeting. They also submitted their 2024 Mayor's Youth Fund closing report within the 60-day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance of the Mayor's Youth Fund account (601-2106) is \$59,122.20. If the City Council approves this request, the balance will decrease to \$56,122.20. This is for fiscal year 2025/26.

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

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. MYF - Seaside Raiders - 2025
 2. Seaside Raiders - 501(c)(3)
 3. Mayor's Youth Fund Closing Report - Seaside Raiders 2024
-

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: 7/3/2025 1:12 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	Seaside Raiders Youth Football
Name	Claudia Washington
Email Address	claudiajlink@hotmail.com
Address	1575 Mira Mar Avenue
City	Seaside
State	CA
Zip Code	93955
Phone Number	8312779091
Additional Phone Number	Field not completed.
Percentage of Residents or Students of Seaside	85

Number of Participants	200
Ages of Participants	5-14
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:	Youth Sports
Attach Additional Information as Necessary	Field not completed.
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:	To educate and empower youth and all families in the organization with knowledge on how they can contribute to a cleaner environment. <i>We will place recycle bins at home games.</i> <i>Funds will be used to purchase safety equipment and uniforms for members of the team.</i>
What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?	Registration fees will help supplement our event.
Total Amount Requested:	\$3,000
Electronic Signature Agreement	I agree.
Electronic Signature	Claudia Link Washington
Date	7/3/2025

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

DEPARTMENT OF THE TREASURY

Date: JUL 27 2017

SEASIDE RAIDERS YOUTH FOOTBALL
PO BOX 813.
SEASIDE, CA 93955-0000

Employer Identification Number:
82-2225417
DLN:
26053605002707
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(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:
June 30, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

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

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

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

Letter 947

SEASIDE RAIDERS YOUTH FOOTBALL

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 7/15/2021

ESL ID: 3128656965

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 4042056

Entity Name: SEASIDE RAIDERS YOUTH FOOTBALL

- ☒ 1. The entity is in good standing with the Franchise Tax Board.
- ☐ 2. The entity is **not** in good standing with the Franchise Tax Board.
- ☐ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 .
- ☐ 4. We do not have current information about the entity.
- ☐ 5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov

Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: February 15, 2024

Name of Organization: Seaside Raiders Youth Football

Contact: Claudia Washington

Address: PO BOX 813 Seaside CA 93955

Email/Phone: seasideraidersyouthfootball@gmail.com 831-921-2014

Amount of Donation Received: \$3000.00

What Items were purchased with Mayor's Youth Fund Donation:
Helmets, shoulder pads, pants, jerseys, footballs, mouth pieces

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.
During our season July-Nov we provide recycling containers at both our practice and game locations

Signature: m. graves

Date: 02/26/2024

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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: August 7, 2025

SUBJECT: **APPROVE A FEE WAIVER REQUEST FROM SEASIDE HIGH SCHOOL FOR COSTS ASSOCIATED WITH THE ANNUAL HOMECOMING PARADE ON SEPTEMBER 26, 2025, IN THE AMOUNT OF \$1,046.00**

RECOMMENDATION

Approve the request.

BACKGROUND

Seaside High School is planning to hold their annual Homecoming Parade on Friday, September 26, 2025, from 3:00 p.m - 5:00 p.m. A special event application was submitted for review by the special event committee. The committee did not have any questions or concerns about the application. Seaside High School did provide proof of insurance. The attached event application has information detailing the specifications for the Homecoming Parade.

The last fee waiver submitted to the City Council for Seaside High School was approved on August 15, 2024.

FISCAL IMPACT

The approximate fees that are being requested to be waived are:

Special Event Application Fee:	\$ 110.00
Police Fees: 3 Officers for 2 Hours	\$ 592.00
<u>Public Works Fee:</u>	<u>\$ 344.00</u>

TOTAL

\$1,046.00

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. SHS Homecoming Parade Fee Waiver and Special Event Application 2025
 2. SHS Homecoming Parade - Route (Map) 2025
 3. SHS Homecoming Parade - Proof of Insurance 2025
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

Terry Navarro - Online Form Submittal: Fee Waiver Request Form

From: <noreply@civicplus.com>
To: <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.seaside.ca.us>
Date: 7/9/2025 2:03 PM
Subject: Online Form Submittal: Fee Waiver Request Form

Fee Waiver Request Form

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

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

Fee Waivers for Meeting Rooms

- 1. Meetings are limited to four hours.*
- 2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.*
- 3. Due to limited space, organizations may not request fee waivers for any more*

than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.

4. No faith-based organizations may apply for fee waivers due to the separation of church and state.

Auditorium Rental Fee Waiver

Organizations requesting the use of the Auditorium must:

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

A City-sanctioned organization is defined as "any community-based group or organization that in cooperation with the Recreation Services Department, provides entertainment, recreation, and/educational service benefiting the citizens of Seaside." All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.

Contact Information

Organization	Seaside High School
Name	Mandee Scorpiniti
Address	2200 Noche Buena St.
City	Seaside
State	CA
Zip Code	93955

Phone Number (831)392-3530

Email Address mscorpiniti@mpusd.k12.ca.us

Event Information

Event Title Annual Homecoming Parade

Event Date 9/26/2025

Event Description Student parade to celebrate Homecoming

Rooms Requested N/A

Approximate Number of Guests 300

Start Time (Please Include Set-up) 3:00 PM

End Time (Please Include Clean-up) 5:00 PM

Additional Information

What is the reason for requesting a fee waiver? We are a non-profit school and could use the financial support. This is an event that supports students and the community. Any increase in cost would limit our ability to conduct this event.

Have you received a fee waiver in the past? Yes

What is your organization's tax identification number? 770320712

What percentage of your member or participants reside in Seaside? 100%

Is your organization based in Seaside? Yes

Is your organization able to provide liability insurance? Yes

Will alcohol be served or sold at your event? No

Electronic Signature Agreement I agree.

Electronic Signature Mandee M. Scorpiniti

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**SEASIDE
CALIFORNIA**

Special Event Application

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

Date:

Dear Event Sponsor:

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

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

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



**SEASIDE
CALIFORNIA**

Special Event Application

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

CONTACT INFORMATION:

Organization: Seaside High School

Name of Applicant: Mandee Scorpiniti

Address: 2200 Noche Buen St City: Seaside State: CA

Phone: (831) 392-3530 Email: mscorpiniti@gmail.com

Day of Event Contact Name and Phone: Mandee Scorpiniti (702)764-1510

EVENT INFORMATION:

Event Title: SHS Homecoming Parade 2025

Event Category:

☐ Athletic / Recreation

☐ Concert / Performance

☐ Circus

☐ Celebration / Festival

☒ Parade / March / Procession

☐ Dance

☐ Carnival

☐ Other: _____

Event Date and Time: September 26, 2025

Setup: 3pm Event Start: 3:30pm Event End: 4:30pm Clean up: 5pm

Event Location: Please see linked map: <https://www.canva.com/design/DAFs9WqrbW4/f>

EVENT DESCRIPTION:

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

Homecoming parage will include 5 floats and 8 vehicles for different clubs in support of

Number of Participants: 200 Event Benefiting: School & Community

Federal ID # (if applicable): 770320712

☐ 501 C(3)

☐ 501 C(6)

☐ Commercial-For Profit

☐ Other: _____

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



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

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

How will the event be advertised and promoted? flyers, social media, direct communication

Signs posted:

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

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

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

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

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

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

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

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

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served? ☐ Yes ☒ No

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

Parking arrangements: Parking will be available on SHS campus



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

SHS HS Staff

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

N/A

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

Police & Fire for escort, Puplic Works with Road Blocks

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

Student and Staff

Other pertinent information or special requests:

APPLICANT AGREEMENT

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

Applicant Signature: _____

Date: 7/9/25



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

Attach to application and mail to:
City of Seaside Recreation Services
Attn: Recreation Director
986 Hilby Avenue
Seaside, CA 93955

SPECIFIC EVENT CONDITIONS OF APPROVAL

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

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

PROVISIONS

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

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

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

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

Applicant Signature: _____

Date: 7/9/25



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

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

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

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

Applicant Signature: MS

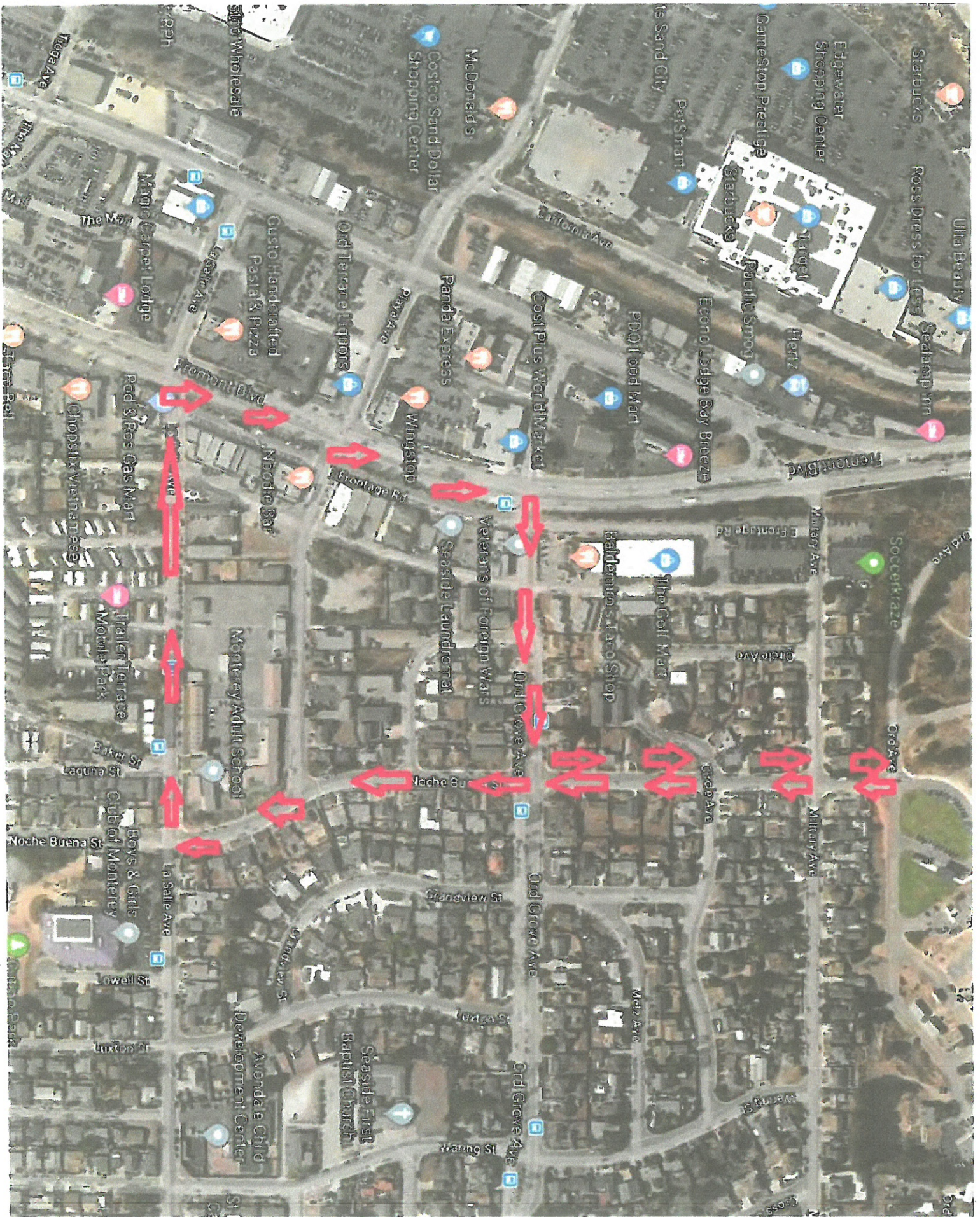
Date: 7/9/25

(For Office Use Only)

Authorization

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

Comments: _____



Northern California ReLIEF Protected Insurance Program for Schools		CERTIFICATE OF COVERAGE		Issue Date 8/9/2024	
ADMINISTRATOR: Keenan & Associates 1732 North First Street, Suite 100 San Jose, CA 95112 Frances Freeman License No. 0B70661 408-441-0754 x6156 ffreeman@keenan.com		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.			
COVERED PARTY: Monterey Peninsula Unified School District 700 Pacific Street Monterey CA 93940		ENTITIES AFFORDING COVERAGE: ENTITY A: Northern California ReLIEF ENTITY B: Protected Insurance Program for Schools ENTITY C: ENTITY D: ENTITY E:			
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.					
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY ☒ GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCURRENCE ☒ GOVERNMENT CODES ☒ ERRORS & OMISSIONS ☒ SEXUAL ABUSE AND MOLESTATION	NCR 00202-37	7/1/2024 7/1/2025	\$ 10,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ HIRED AUTO ☒ NON-OWNED AUTO ☒ GARAGE LIABILITY ☒ AUTO PHYSICAL DAMAGE	NCR 00202-37	7/1/2024 7/1/2025	\$ 10,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY ☒ ALL RISK ☒ EXCLUDES EARTHQUAKE & FLOOD ☐ BUILDER'S RISK	NCR 00202-37	7/1/2024 7/1/2025	\$ 10,000	\$ 500,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 00202-37	7/1/2024 7/1/2025	\$ 10,000	\$ Included EACH OCCURRENCE
B	WORKERS COMPENSATION ☒ EMPLOYERS' LIABILITY	PIPS40118	7/1/2024 7/1/2025	\$	☐ WC STATUTORY LIMITS ☒ OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION ☐ EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: As respects to permit for Annual Homecoming Parade Event on October 25, 2024 from 3:00 pm - 5:00 pm.					
CERTIFICATE HOLDER: City of Seaside Recreation and Community Activities Dept. 986 Hilby Avenue Seaside CA 93955			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS		
			 John Stephens		
			AUTHORIZED REPRESENTATIVE		

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Monterey Peninsula Unified School District	NCR 00202-37	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

City of Seaside
Recreation and Community Activities Dept.
986 Hilby Avenue
Seaside CA 93955

As Respects:

As respects to permit for Annual Homecoming Parade Event on October 25, 2024 from 3:00 pm - 5:00 pm.

City of Seaside, its officers, employees, and agents are named as additional covered parties.

This coverage shall be primary to the certificate holder's coverage and activities of the Covered Party due to their sole negligence. The insurance of the Additional Covered Party shall not be called upon to contribute to a loss covered by the Covered Party's coverage.

10-day notice of cancellation



Authorized Representative

Issue Date: 8/9/2024

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: August 7, 2025

**SUBJECT: APPROVE APPOINTMENT TO NEIGHBORHOOD IMPROVEMENT
COMMISSION**

RECOMMENDATION

Accept appointment of Stephanie Spross to the Neighborhood Improvement Commission as recommended by the Mayor.

BACKGROUND

The Mayor appoints members to the City's Boards, Commissions and Committees, which serve as advisory boards to the City Council. The purpose of the advisory boards is to supplement the City Council's skills and abilities to help guide the organization toward its mission. They also serve as an important link between the City Council and the Community by providing direct involvement in policy-making and communication of vital information.

The Mayor makes appointments to these advisory boards, while the City Manager designates Department Heads or other staff members to serve as staff liaisons who regularly attend meetings and provide technical support.

The Mayor has made the following appointments:

APPLICANT

Stephanie Spross

ADVISORY BODY

Neighborhood Improvement Commission

FISCAL IMPACT

None.

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

1. Appointee Application - Stephanie Spross
-

Reviewed for Submission to the City Council by:

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

Greg McDanel, City Manager

Dominique Davis - Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>
Date: 6/5/2025 11:41 AM
Subject: Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

Application for Appointment to a City Board/Commission/Committee

I'd like to serve on:	Environmental Commission, Parks and Recreation Commission, Neighborhood Improvement Commission
Name	Stephanie Spross
Email Address	slspross@gmail.com
Address	1828 Vallejo Street
City	Seaside
State	CA
Zip Code	93955
Phone Number	6502188456
Alternate Phone Number	<i>Field not completed.</i>
Please list your background, education, experience, and special skills:	Background & Experience: *Former elementary school teacher with a strong foundation in student-centered learning, cross-disciplinary instruction, and curriculum development. *Experienced nonprofit leader in regenerative agriculture and nutrition education, designing and implementing programs that support food justice, ecological sustainability, and community health. *Currently serving as a Climate Resilience Internship Coordinator at California State University, Monterey Bay (CSUMB), supporting campus and community strategies for climate adaptation and sustainability. *Dedicated native plant enthusiast, with hands-on experience in ecological landscaping, native habitat restoration, and public education around California flora. *Active community garden advocate, deeply engaged in cultivating spaces that support food sovereignty,

intergenerational learning, and ecological literacy.

Education:

*Bachelor of Science in Environmental Science, Technology and Policy, California State University, Monterey Bay

*Multiple Subject Teaching Credential, California State University, Monterey Bay

Special Skills:

* Environmental education and curriculum development for diverse age groups

* Leadership and program management in nonprofit and academic settings

* Community engagement, outreach, and partnership-building

* Climate resilience planning and sustainability strategy development

* Native plant knowledge, ecological design, and habitat restoration

* Public speaking, facilitation, and stakeholder collaboration

* Grant writing, impact evaluation, and nonprofit operations

Are you willing to file Statements of Economic Interest (Form 700)?

Yes

Are you able to attend meetings during business hours? (Most Boards and Commissions meet after 5 pm)

Yes

Comments:

Field not completed.

Electronic Signature Agreement

I agree.

Electronic Signature

Stephanie L Spross

Date

6/5/2025

Dear Applicant: As an employer with an Affirmative Action Program, we comply with Federal and State government record keeping, reports and other legal requirements. The completion of this data is voluntary and in no way affects your application to participate on any City Board, Commission or Committee. All data is kept in a separate confidential file by the Affirmative Action Office.

Name

Stephanie L Spross

Ethnic Origin

██████

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: August 7, 2025

SUBJECT: ADOPT A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO JMS CEMENT CONTRACTORS IN AN AMOUNT NOT TO EXCEED \$711,274.00, AND APPROVE A CONSTRUCTION CONTINGENCY IN THE AMOUNT OF \$106,691.00, FOR THE CONSTRUCTION OF THE EUCALYPTUS ROAD INFILTRATION UNIT REPAIR PROJECT AND APPROVE THE PLANS AND SPECIFICATIONS (THIS CONTRACT IS FUNDED VIA A FORT ORD REUSE AUTHORITY AGREEMENT)

RECOMMENDATION

Adopt a resolution awarding the construction contract and approving the plans and specifications.

BACKGROUND

The Eucalyptus Road Infiltration Unit Repair Project is located on Eucalyptus Road, east of General Jim Moore Blvd. The project is being carried over to the Fiscal Year 2025/26 budget and CIP project list. The proposed improvements include the abandonment of existing failed infiltration units, the construction of new infiltration basins, and miscellaneous asphalt, concrete, and unpaved roadway work. The project also includes temporary traffic and storm water controls.

Design was completed and the project was released for the Request For Proposal on July 3, 2025. Bids were received and opened on July 25, 2025, with the City receiving bids from six contractors. All bids were reviewed for completeness, and are considered responsive.

Contractors	Base Bid
JMS Cement Contractors	\$711,274.00
Monterey Peninsula Engineering	\$1,165,790.00
Galeb Paving Inc.	\$1,388,300.00
The Don Chapin Co., Inc.	\$1,425,000.00
Brannon Corporation	\$1,555,000.00
Pacific Underground Construction, Inc.	\$2,651,680.00

Based upon an evaluation of bid documents received, JMS Cement Contractors was the lowest responsive and responsible bidder, with a bid of \$711,274.00. Staff recommends a construction contract for this project be awarded to JMS Cement Contractors.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15301 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorically Exempt (Class 1, Existing Facilities). The project repairs and performs minor upgrades to the storm drain system, and involves no expansion of use.

FISCAL IMPACT

The proposed construction agreement with JMS Cement Contractors is a not to exceed amount of \$711,274.00. An agreement contingency of 15%, or \$106,691.00, is appropriate for a project of this scope of work.

The project account (336-8110-2703) has \$1,080,679.58 in unencumbered funds. The project also requires design support during construction, unexplored ordinance support, and soils and materials testing. These services will be paid for out of account 336-8110-1030, which has an unencumbered fund balance of \$60,739.00. These two accounts are funded via a FORA agreement, and do not use City of Seaside funds.

Construction Management will be performed by Public Works staff. The design phase of the project has been completed.

STRATEGIC PRIORITY

Enhanced Physical Infrastructure & Abundant Water Supply, Community Safety & Quality of Life

ATTACHMENTS

1. Resolution

2. Agreement
 3. Plans
 4. Specifications
-

Reviewed for Submission to the City Council by:

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

Greg McDanel, City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AWARDING A CONSTRUCTION CONTRACT TO JMS CEMENT CONTRACTORS IN AN AMOUNT NOT TO EXCEED \$711,274.00, WITH A CONSTRUCTION CONTINGENCY IN THE AMOUNT OF \$106,691.00, FOR THE CONSTRUCTION OF THE EUCALYPTUS ROAD INFILTRATION UNIT REPAIR PROJECT AND APPROVING THE PLANS AND SPECIFICATIONS. THIS CONTRACT IS FUNDED VIA A FORA AGREEMENT.

WHEREAS, the Eucalyptus Road Infiltration Unit Repair project (Project) is an approved City Capital Improvement Project identified in the fiscal year 2025-2026 annual budget; and

WHEREAS, Harris & Associates completed the design of the project in June 2024; and

WHEREAS, the proposed improvements include the abandonment of the existing infiltration units, construction of new infiltration basins, associated storm drain utility work, paving, concrete work, and temporary traffic and storm water controls; and

WHEREAS, on March 20, 2025 the project was released for construction bids, and on May 15, 2025, four bids were received; and

WHEREAS, JMS Cement Contractors was determined to have the lowest responsive and responsible base bid in the amount of \$711,274.00; and

WHEREAS, an amount of \$106,691.00 contingency, approximately 15% of the contract value, should be authorized on an as required basis; and

WHEREAS, the project includes the City furnishing approximately \$50,000.00 of services during the project; and

WHEREAS, the City has determined that the project budget for the construction contract (Account No. 336-8110-2703) currently contains \$1,080,679.58 in unencumbered funds supplied via a FORA agreement; and

WHEREAS, the project is categorical exempt per Article 19, section 15301 of CEQA because the project repairs and performs minor upgrades to the existing storm drain infrastructure, and involves negligible or no expansion of use.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the plans and specifications for the Eucalyptus Road Infiltration Unit Repair Project dated July 1, 2025; and

BE IT FURTHER RESOLVED that the City Council of the City of Seaside authorizes the City Manager to execute a construction contract with JMS Cement Contractors for an amount not to exceed \$711,274.00; and

BE IT FURTHER RESOLVED that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 15% contingency for written amendments, extensions, and change orders to the construction contract outlined above such that the full value may not exceed \$817,965.00.

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

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this _____ day of [Month], [202__], by and between [Name of Contractor] whose place of business is located at [Address of Contractor] ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

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

CONTRACT NUMBER ____-____

**Eucalyptus Road Infiltration Unit Repair
located at
Eucalyptus Road in Seaside, California, 93955**

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

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

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum <<SEVEN HUNDRED ELEVEN THOUSAND TWO HUNDRED SEVENTY FOUR (\$711,274.00)>> for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

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

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within **50 Calendar** Days from the Commencement Date and **14 Calendar** Days following substantial completion to achieve Final Completion.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner's Project Manager

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

3.02 Architect/Engineer

- A. **Harris & Associates** furnished the Plans and Technical Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner **One Thousand Five Hundred Dollars (\$1,500)** for each calendar Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner **One Thousand Five Hundred Dollars (\$1,500)** for each calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

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

ARTICLE 5 - CONTRACT DOCUMENTS

- 5.01 Contract Documents consist of the Project Plans and Specifications, Standard Plans, and Standard Specifications, including all changes, Addenda, and Modifications thereto.
- 5.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 - MISCELLANEOUS

- 6.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 6.02 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 6.03 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 6.04 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and

Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

- 6.05** During the term of this Agreement, Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5.
- 6.06** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.07** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Monterey, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Monterey.

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

CONTRACTOR: [CONTRACTOR'S NAME]

OWNER: The City of Seaside

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

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

(Title)

Attest: _____
City Clerk Signature

By: _____
(Signature)

(Print Name)

(Name)

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

END OF DOCUMENT

August 7, 2025
City Council Regular Meeting

Item 8G

ADOPT A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT TO JMS CEMENT CONTRACTORS IN AN AMOUNT NOT TO EXCEED \$711,274.00, AND APPROVE A CONSTRUCTION CONTINGENCY IN THE AMOUNT OF \$106,691.00, FOR THE CONSTRUCTION OF THE EUCALYPTUS ROAD INFILTRATION UNIT REPAIR PROJECT AND APPROVE THE PLANS AND SPECIFICATIONS (THIS CONTRACT IS FUNDED VIA A FORT ORD REUSE AUTHORITY AGREEMENT)

[Attachment 3 – Plans](#)

August 7, 2025
City Council Regular Meeting

Item 8G

ADOPT A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO JMS CEMENT CONTRACTORS IN AN AMOUNT NOT TO EXCEED \$711,274.00, AND APPROVE A CONSTRUCTION CONTINGENCY IN THE AMOUNT OF \$106,691.00, FOR THE CONSTRUCTION OF THE EUCALYPTUS ROAD INFILTRATION UNIT REPAIR PROJECT AND APPROVE THE PLANS AND SPECIFICATIONS (THIS CONTRACT IS FUNDED VIA A FORT ORD REUSE AUTHORITY AGREEMENT)

[Attachment 4 – Specifications](#)



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: August 7, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO AN LICENSING AGREEMENT WITH PLACER.AI FOR
A SOFTWARE SUBSCRIPTION IN THE AMOUNT OF \$27,250.00**

RECOMMENDATION

Adopt the resolution to enter into the licensing agreement.

BACKGROUND

Placer.ai is a location analytics platform that provides valuable data on foot traffic, visitor trends, and demographic insights. The software uses anonymized location data to help cities, economic development teams, and businesses better understand visitation patterns to specific locations, commercial centers, and districts.

Staff has identified Placer.ai as a critical tool to support the City's economic development and planning efforts, particularly as Seaside continues to attract new businesses and investment. The data provided by Placer.ai can assist with:

- Business recruitment and retention strategies
- Performance tracking for commercial corridors and key development areas
- Tourism and event analysis

- Grant application support and reporting
- Understanding customer demographics and behaviors

Placer.ai offers the most robust and comprehensive set of tools for municipal applications. The annual subscription includes access to:

- Real-time and historical foot traffic data
- Trade area analysis
- Visitor origin insights
- Retail and competitor bench marking
- Custom reporting tools

The subscription cost is \$27,250 for a one-year term. Funding is available in the Economic Development budget, and the investment is expected to yield measurable value in the form of data-driven decision-making and improved economic outcomes.

FISCAL IMPACT

The total cost of the software subscription is \$27,250 for one year. Funding is available and appropriated in the FY 2025–2026 Economic Development budget.

STRATEGIC PRIORITY

Vibrant Local Economy

ATTACHMENTS

1. Placer.ai resolution
 2. Order Form-City of Seaside, California-2025-07-22 (1)
-

Reviewed for Submission to the City Council by:

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

Greg McDanel, City Manager

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PLACER.ai FOR A SOFTWARE SUBSCRIPTION IN THE AMOUNT OF \$27,250

WHEREAS, the City of Seaside is committed to supporting data-driven decision-making in its economic development, planning, and business recruitment strategies; and

WHEREAS, Placer.ai provides a location analytics platform that offers real-time and historical foot traffic data, trade area analysis, demographic trends, and other insights that are highly valuable to the City's efforts; and

WHEREAS, the City has identified Placer.ai as the most appropriate and comprehensive provider to meet the City's current and anticipated data needs; and

WHEREAS, the total cost of the one-year subscription agreement with Placer.ai is \$27,250 and funds have been appropriated in the Fiscal Year 2025–2026 budget for this purpose; and

WHEREAS, it is in the City's interest to authorize the City Manager to execute the agreement and any related documents necessary to enter into this subscription.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorize the City Manager to execute an Amendment to the Professional Services Agreement with Voler Strategic Advisors for an amount not to exceed \$48,000.00.

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

1. The City Council hereby authorizes the City Manager to enter into an agreement with Placer.ai for a software subscription in the amount of \$27,250.
2. The City Manager is further authorized to take all actions and execute all documents necessary to implement the intent of this Resolution.

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



**PLACER LABS INC.
ORDER FORM**

City of Seaside, California	("Customer")	Placer Labs Inc.	("Placer")
Address:	440 Harcourt Ave Seaside, California 93955	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
		Contact Person	Will Chambers
Contact Person:	Dan Meewis	Billing Contact Person:	Jason Tsui
Email:	dmeewis@ci.seaside.ca.us	Billing Email*:	billing@placer.ai
Phone:	831-899-6821	Billing Phone*:	415-228-2444 ext 806
Billing Contact Email:	dmeewis@ci.seaside.ca.us	*Not for use for official notices.	

1. Services and Fees.

The services provided under this Order Form (the "Services") include:

Services Description	Services Description Detail
Platform Access	Section 2
Void Analysis	Section 2
Advance Market Report	Section 2

Total Annual Fee – Year 1	\$27,250.00
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All Fees in this Order Form are shown in US Dollar (USD)

2. Services Description.

Placer Venue Analytics Platform

Access to Placer's location analytics platform (the "Placer Platform"). Access to Placer XTRA reports, subject to Scoping and Additional Usage Limitations in Section 3.

Void Analysis

Access to the Void Analysis tool.

Advanced Market Report

Advanced Market Report is an advanced version of the market report in the Placer Platform.

3. Permitted Uses and Limitations.

Permitted Uses:

Customer may use Placer Data solely for the following purposes ("Permitted Uses"): (a) Customer may use Placer Data for Customer's internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Placer Data**” means the data, information and materials accessible via the Services.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data:

- Research Data may contain limited excerpts and discrete portions of Placer Data (“Excerpts”) so long as: (i) such Excerpts are only supportive of, and do not independently form a substantial part of, the Research Data; (ii) Research Data does not include full copies or substantial portions of Placer Data; and (iii) any such Research Data is distributed to no more than a limited number of Customer’s clients and prospective clients and is not commercially or generally distributed;
- The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation); and
- Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

No part of the Placer Data or Research Data may be used: (i) in connection with, or to enable development of machine learning, rules engines, or other similar automated processes; or (ii) to train third-party artificial intelligence (“AI”) technologies, models, software, platforms or tools including, without limitation, ChatGPT, Bard and similar AI technologies. None of the Placer Data, or any part thereof, may be shared externally with any third-party AI technology service providers unless the third-party AI service providers are contractually prohibited from: (i) using the Placer Data to develop or improve the AI technology, (ii) storing any portion of the Placer Data; and (iii) redistributing any portion of the Placer Data to any third party.

Scoping and Additional Usage Limitations: In addition to and not in replacement of any usage limitations in this Order Form and the Agreement, Customer’s access to and usage of the Services and Placer Data is further limited as follows:

- Customer and its authorized users may not share user credentials, logins or Placer Data with any others.
- Customer and its authorized users may not provide access to any third party agents acting on Customer’s behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form.
- Xtra Reports: Quarterly Maximum of 26 credits; Annual Maximum of 104.
- Access is limited to the following States: US-CA

4. Term and Termination.

Term:

The Initial Term and any Additional Terms are referred to collectively as the “Term.”

- **Initial Term:** The initial term of this Order Form will begin as of the last signature date set forth below (the “**Effective Date**”), and will continue for 12 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term**,” and the Initial Term and any Additional Terms are referred to collectively as the “**Term**”.
- **Additional Term:** Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least twenty (20) days prior to the expiration of the then-current term.

Termination:

- **Material Breach:** Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days.
- **Suspension:** In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.
- **Fees:** All Fees are non-refundable and in the event of any termination, Customer will pay in full for the Services.

Post -Termination:

- **Rights and Licenses:** Upon any termination or other expiration of this Order Form all rights and licenses granted to Customer to use the Services and Placer Data shall cease.
- **Placer Data:** Within ten (10) days after such termination or expiration, Customer will permanently delete or destroy all elements of Placer Data under its control; provided however, Customer shall not be required to immediately purge from its hard-copy, electronic or email files Placer Data that Customer accessed or otherwise used in compliance with the terms of this Order Form or the Agreement which are contained in such hard-copy, electronic or email files (the "Post-Termination Information"), so long as any Post-Termination Information is (x) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (y) not used, copied, distributed or displayed for internal research or marketing or for any other commercial purposes and (z) ultimately deleted in accordance with Customer's data retention policy.
- **Research Data:** Customer may retain and continue to use and distribute copies of Research Data generated hereunder, provided that any such Research Data containing Excerpts (w) is presented in such a manner that it could not reasonably be decompiled or reverse engineered to extract the underlying Placer Data, (x) is used for Customer's internal, non-commercial business purposes only, (y) is ultimately deleted in accordance with Customer's data retention policy and (z) is otherwise used in accordance with this Order Form and the Agreement.
- **Certification:** Upon request from Placer, Customer shall certify in writing its compliance with this provision.

5. Invoicing, Payment Terms, and Fee Increases.

Invoicing and Payment Terms:

Placer will invoice Customer as follows for the Initial Term starting on the Effective Date:	Annually (Placer will invoice Customer for the entire Annual Fee promptly after the Effective Date and then annually thereafter)
Customer shall pay all invoices within the following number of days of the invoice date:	30

- Placer will send all billing via electronic invoice to the Customer billing contact email indicated above via NetSuite.
- If Customer believes that Placer has invoiced Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first invoice in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.
- Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

- Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

Fee Increases:

- The Annual Fee for the Initial Term has been based on the metric(s) and scoping in this Order Form, Placer reserves the right to increase the Customer's Annual Fee for any Additional Term if the metric or scope of use has increased.
- Except as specifically provided otherwise in this Order Form, renewal of promotional or one-time priced Fees will be at Placer's applicable subscription pricing in effect at the time of the applicable Additional Term.
- Customer agrees that if any event occurs that will result in a material increase in Customer's usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer's Annual Fee mid-Term accordingly. If such event consists of Customer's merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.
- Except as specifically provided otherwise in this Order Form, Annual Fees for any Additional Term shall be subject to an increase up to the greater of eight percent (8%) or CPI, unless Placer provides notice of different pricing at least thirty (30) days prior to the applicable Additional Term. Any such increase in Annual Fees will only be effective upon commencement of the Additional Term.

6. Support.

Premier Customer Support

- Regular Meetings with Placer's Customer Success Team
- Live, Virtual Training support

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, Customer shall contact support@placer.ai.

7. Confidentiality.

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

8. Miscellaneous.

Funding Failure Termination Right. If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the

Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

Public Records Laws. Placer acknowledges that if Customer is subject to the applicable public records laws and regulations for California state ("**Public Records Laws**"), that all obligations imposed by this Agreement are subordinate to Customer's obligations under Public Records Laws. Notwithstanding the foregoing, Customer agrees that it will keep Placer's Proprietary Information (including any Placer Data) confidential in accordance with this Order Form and the Agreement unless otherwise required by applicable law, including Public Records Law.

License Agreement Amendments. For the purposes of this Order Form only, the Agreement is hereby amended as follows:

- If applicable law prohibits Customer from indemnifying Placer, then Section 5.b of the Agreement, beginning "Customer shall defend, indemnify and hold Placer harmless...", is hereby deleted in its entirety.
- The third to the last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: "This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions."

Notices. All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a "**Trial Offering**"), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) ("**Trial Subscription Term**"), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided "as is"; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD \$100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Promotional Use. Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

9. Authorization.

This Order Form is entered into by and between Customer and Placer effective as of the Effective Date. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

"Customer"

"Placer"

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Samantha Sakhrani, Human Resources Director/Risk Manager

DATE: August 7, 2025

**SUBJECT: ADOPT A RESOLUTION APPROVING THE RECLASSIFICATION
OF CHIEF BUILDING OFFICIAL AND MODIFICATION TO THE
COMPENSATION PLAN**

RECOMMENDATION

Adopt the resolution approving the reclassification.

BACKGROUND

After a comprehensive review of the Seaside Building and Housing Programs and staffing, it has been determined that a more efficient and effective use of personnel will result from a reorganization of the Building, Planning, and Housing Division. This reorganization includes reverting the position of Chief Building Official from the Department Director Compensation Plan to the Seaside Management and Supervisory Association (SMESA).

FISCAL IMPACT

There is no Fiscal Impact.

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

1. Resolution for Chief Building Official Reclassification
-

Reviewed for Submission to the City Council by:

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

Greg McDanel, City Manager

RESOLUTION NO.25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING THE CLASSIFICATION OF CHIEF BUILDING OFFICIAL AND REMOVING FROM THE DEPARTMENT DIRECTOR COMPENSATION PLAN AND ADDING TO THE SEASIDE MANAGEMENT AND SUPERVISORY ASSOCIATION

WHEREAS, the City's Classification Plan of positions may be amended on recommendation of the City Manager and approval by the City Council; and

WHEREAS, in order to provide greater efficiency in the operation of the City and enhance service levels, certain job classifications have been prepared; and

WHEREAS, the Chief Building Official classification will be removed from the Department Director classification and be added to the Seaside Management and Supervisory Association.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the reclassification of Chief Building Official to the Seaside Management and Supervisory Association.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of August by the following vote:

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

Ian Oglesby, Mayor
City of Seaside

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Thomas Korman, Public Works Director/City Engineer

DATE: August 7, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A JOINT EXERCISE OF POWERS AGREEMENT
(JPEA) BY AND BETWEEN THE SEASIDE COUNTY SANITATION
DISTRICT AND THE CITY OF SEASIDE**

RECOMMENDATION

Adopt the resolution to enter into the JPEA.

BACKGROUND

Background

The Seaside County Sanitation District is staffed by City of Seaside employees who serve in varying capacities for the Seaside County Sanitation District. These include the General Manager, District Engineer, Utilities Supervisor, and Maintenance and Utilities Workers.

The SCSD staff is seeking methods to implement to improve the efficiency of delivering Capital Improvement Projects. The current practice has been for district staff to duplicate their work efforts by creating separate request for proposals for design and construction work.

In researching methods to increase efficiency, district staff determined that by establishing a Joint Exercise of Powers Agreement (JPEA) which allows two or more government entities to perform activities together or independently by utilizing each other's contracts, district staff could reap the benefits of not having to duplicate work.

The recommended JPEA does not form a JPA; rather district staff are recommending the implementation of a JPEA for the purposes of expediting the design and

construction of projects.

The JEPA was approved by the Seaside County Sanitation District Board on July 8, 2025.

Discussion

The JEPA is recommended to expedite the repairs and necessary improvements throughout the City of Seaside, Sand City, and the City of Del Rey Oaks, by consolidating what would normally require bidding separate On-Call Contracts for the purposes of design, construction and project management. District staff believes this approach will facilitate construction of the necessary repairs to the current system.

Staff recommends approval of the JEPA to expedite repairs and improvements necessary to the existing sanitation system. These improvements are essential to minimize disruptions in service to system users.

The JEPA will be effective upon execution by all parties and will continue in full force until terminated by any of the parties upon good cause and written notice. The JEPA was discussion and approved by the Seaside County Sanitation District Board on July 8, 2025.

Environmental Review

Execution of Agreement Exempt from the California Environmental Quality Act (CEQA)
Execution of the JEPA is exempt from CEQA pursuant to Gov't Code Section 12012.56 and Pub. Res. Code Section 21080.21.

FISCAL IMPACT

There is no cost associated for the City of Seaside to approve the JEPA with the Seaside County Sanitation District.

STRATEGIC PRIORITY

Enhanced Physical Infrastructure & Abundant Water Supply

ATTACHMENTS

1. Resolution
2. JEPA

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

Resolution

A Resolution of the City of Seaside, authorizing the execution of a Joint Exercise of Powers Agreement (JPEA) by and between the Seaside County Sanitation District and the City of Seaside.

WHEREAS, pursuant to the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5 of the California Government Code, two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Parties is a “public agency” as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, the Parties desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner set forth in this Agreement.

NOW, THEREFORE, the Parties, for, and in consideration of the mutual benefits, promises, and agreements set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the City of Seaside, the City Manager is authorized to execute the attached JPEA between the City of Seaside and the Seaside County Sanitation District.

JOINT EXERCISE OF POWERS AGREEMENT

This JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) is entered into by and between the CITY OF SEASIDE, a municipal corporation (“City”), and the SEASIDE COUNTY SANITATION DISTRICT, a Dependent Special District (“District”), hereinafter collectively referred to as “parties” or “members,” and is effective as of the date of its execution.

RECITALS

WHEREAS, California Government Code section 6502 provides that, with legislative authorization, two or more public agencies may by agreement jointly exercise any power common to the contracting parties, and

WHEREAS, the parties have determined it is in their best interests to enter into this Agreement with the purpose of facilitating the parties’ ability to rely on and exercise each other’s respective contracting and purchasing powers, and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Purpose and Powers Authorized

The purpose of this agreement is to authorize the parties to utilize and rely on the powers, procedures, and processes of each other to purchase or sell equipment, materials, supplies, and fixtures, and to solicit and utilize bidding procedures for public works projects.

2. Term and Termination

This Agreement may be terminated at the discretion of either party, for no reason, but shall remain in effect until one party provides 30 days’ advance written notice of the intention to terminate the Agreement to the other party.

3. Responsibilities

It is the sole responsibility of each member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing and bidding, and joint exercises of powers relating to purchasing and bidding. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof.

CITY

By: _____

_____, City Manager

City of Seaside

440 Harcourt Avenue

Seaside, CA 93955

Email address:

DISTRICT

By: _____

_____, District Manager

Seaside County Sanitation District

440 Harcourt Avenue

Seaside, CA 93955

Email address:



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: August 7, 2025

SUBJECT: ADOPT A RESOLUTION INCREASING JMS CEMENT CONTRACTORS' AGREEMENT BY \$300,000.00 TO A TOTAL NOT TO EXCEED \$1,447,947.50 FOR POLICE DEPARTMENT PARKING LOT IMPROVEMENTS, AND AUTHORIZE A \$300,000.00 TRANSFER FROM CAPITAL RESERVES

RECOMMENDATION

Adopt the resolution:

1. Approving a release of \$300,000.00 from the Capital Reserves
2. Approving an appropriation of \$300,000.00 to the Police Department Parking Lot Improvements Project from the Capital Reserve for additional unforeseen required work;
3. Approving \$300,000.00 in additional contingencies to the Agreement for Contractor Services with JMS Cement Contractors, Inc. for a total construction amount that does not exceed \$1,447,947.50; and
4. Authorizing the City Manager to approve amendments, extensions, and change orders to the Agreement for Contractor Services until completion of the project such that they do not exceed the total project construction amount.

BACKGROUND

On June 5, 2025, the City Council awarded an Agreement for Contractor Services with JMS Cement Contractors, Inc. (JMS) for the Police Department Parking Lot Improvements Project (Project), to construct new and replacement pavement sections for the police department parking lot, as well as lighting upgrades, security fencing, a trash enclosure, and an ADA path of travel. The current contract amount is \$1,047,923.50, with a remaining contingency of \$100,024.00.

Construction activities began on July 17th, 2025. During the grading work on the lower section of the parking lot, closest to city hall, a large area of overly wet and unsuitable native soil was discovered. The ground water table and clay like soils were found in parts of the lower parking lot, making a large portion of the native material unsuitable for reuse as engineered fill. Haro, Kasunich and Associates, who produced the project geotechnical report, developed a recommendation to stabilize the subgrade in preparation for the placement of base rock and HMA pavement. Approximately 650 tons of native material must be off hauled from the site, and additional materials imported to the site to stabilize the subgrade before the reconstruction of the pavement section. Additionally, the existing storm drain infrastructure in the lower parking lot is badly damaged and requires replacement. The contractor will reconstruct the storm drain system in the parking lot with modern pipe materials. The contractor provided a proposal to remove and reconstruct the storm drain infrastructure and a corroded gas line, off haul 650 tons of native material, import gabian rock and geotechnical soil stabilization grid fabric, and increase the thickness of the base rock section. This extra work is estimated to cost \$312,831.00, exceeding the remaining contingency for the project.

In light of the current fiscal needs and the amount of unassigned fund balance available for the 2025-26 budget year, staff is requesting an appropriation of \$300,000 from the Capital Reserve to cover unforeseen expenses. The original 2025-26 budget, when adopted, projected a positive unassigned fund balance of \$318,000. While this balance is still in place, after reviewing other potential savings from various ongoing projects, staff recommends the release of \$300,000 from the Capital Reserve fund to ensure the necessary funding for the additional costs for the project.

FISCAL IMPACT

Three Hundred Thousand Dollars (\$300,000) would need to be appropriated from the City's General Fund Capital Reserve to fund the proposed amendment to the CIP.

The Capital Reserve is designed to provide flexibility in covering unplanned expenditures and is currently set at 5% of the budgeted expenditures for the year. As of this time, the reserve stands at \$2.4 million. This level of reserve provides sufficient cushion to address unforeseen budgetary needs while maintaining the overall fiscal health of the organization. By drawing \$300,000 from the reserve, staff is confident that the remaining balance will continue to be robust enough to support future needs without compromising financial stability.

STRATEGIC PRIORITY

Effective Accessible Governance, Enhanced Physical Infrastructure & Abundant Water Supply

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:

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

Greg McDanel, City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

INCREASE JMS CEMENT CONTRACTORS' AGREEMENT BY \$300,000.00 TO A TOTAL NOT TO EXCEED \$1,447,947.50 FOR POLICE DEPARTMENT PARKING LOT IMPROVEMENTS, AND AUTHORIZE A \$300,000.00 TRANSFER FROM CAPITAL RESERVES

WHEREAS, On June 5, 2025, the City Council of the City of Seaside approved a contractor services agreement with JMS Cement Contractors, Inc., for the Police Department Parking Lot Improvements Project (Project); and

WHEREAS, the Project work includes the demolition and repaving of the existing parking lot, new paving of the upper parking lot area, lighting improvements, security fencing including a vehicle gate, a storm water basin, a trash enclosure, concrete pads for the relocated generator and animal kennels, the construction of an ADA compliant path of travel, which includes concrete paving and earth work, and temporary traffic and storm water controls; and

WHEREAS, on July 17th, 2025, the contractor began work on the project; and

WHEREAS, additional unforeseen conditions were discovered after construction began, including a large area of overly wet and unstable native material in the lower parking lot, and worn and damaged storm drain infrastructure in the lower parking lot; and

WHEREAS, Haro, Kasunich and Associates, who produced the project geotechnical report, developed a recommendation to stabilize the subgrade in preparation for the placement of base rock and HMA pavement; and

WHEREAS, it was also determined that replacement of the existing storm drain infrastructure in the parking lot area was also required, due to damage and wear; and

WHEREAS, the contractor provided a proposal to remove and reconstruct the storm drain infrastructure, and implement the work to stabilize the native subgrade soils, in the amount of \$312,831.00; and

WHEREAS, there is approximately \$100,024.00 of available contingency for the project; and

WHEREAS, an additional \$300,000.00 contingency is required for the City Manager to authorize additional work for the Project; and

WHEREAS, an appropriation of \$300,000.00 to the Project is needed to complete the Project; and

WHEREAS, there are sufficient monies in the Capital Reserve for the additional budget request; and

NOW THEREFORE BE IT RESOLVED, that the City Council approves appropriating \$300,000.00 to the Police Department Parking Lot (Account No. 344-8910-9555) from the Capital Reserves and authorizes staff to move forward and appropriates \$300,000 from the General Fund Capital Reserve; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council approves \$300,000.00 in additional contingency to the construction agreement with JMS Cement Contractors, Inc. for a total construction amount that does not exceed \$1,447,947.50; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute any amendments, extensions, and change orders until completion of the project such that the total project construction amount does not exceed \$1,447,947.50.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 7th day of August, 2025, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: August 7, 2025

SUBJECT: **ADOPT AN ORDINANCE TO AMEND TITLES 5 AND 17 OF THE SEASIDE MUNICIPAL CODE TO ESTABLISH SECURITY REQUIREMENTS, OPERATING STANDARDS, AND ZONING REQUIREMENTS FOR THE STORAGE OR SALE OF FIREARMS AND AMMUNITION. THE PROPOSED ORDINANCE IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES. (SECOND READING - ROLL CALL VOTE)**

RECOMMENDATION

Adopt the proposed Ordinance.

BACKGROUND

This Ordinance was presented for a first reading on July 17, 2025. Council voted to introduce the Ordinance as recommended by staff, with the caveat that the required distance between firearms sales and sensitive uses be increased from 300 feet to 1,000 feet. The attached Ordinance reflects those changes.

The original Staff Report for this Item presented on July 17, 2025 is included as Attachment 2 to this Report.

FISCAL IMPACT

There is no fiscal impact associated with this Item.

STRATEGIC PRIORITY

Community Safety & Quality of Life

ATTACHMENTS

1. Draft Ordinance - Firearms Sales - Second Reading CC 2025-08-07
 2. Attachment 2 Staff Report 2025-07-17
-

Reviewed for Submission to the City Council by:

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

Greg McDanel, City Manager

ORDINANCE NO. _____

AN ORDINANCE TO AMEND TITLES 5 AND 17 OF THE SEASIDE MUNICIPAL CODE TO ESTABLISH SECURITY REQUIREMENTS, OPERATING STANDARDS, AND ZONING REQUIREMENTS FOR THE STORAGE OR SALE OF FIREARMS AND AMMUNITION

WHEREAS, the City of Seaside has determined that the sale and storage of firearms and ammunition has the potential to create impacts which are not a factor for the sale or storage of most other goods and products; and

WHEREAS, City of Seaside staff has prepared amendments to the Municipal Code to establish appropriate locations, permitting requirements, and operating standards for the sales of firearms and ammunition; and

WHEREAS, the proposed Ordinance would allow for the establishment of businesses involved in the sales of firearms and ammunition while protecting the public from potential negative impacts, particularly with relation to the theft of firearms or ammunition; and

WHEREAS, the proposed Ordinance does not, and shall not be interpreted to, impede on the rights of any individual to keep and bear arms, as stipulated in the Second Amendment to the Constitution of the United States; and

WHEREAS, the proposed Ordinance was presented to the Public Safety Committee on June 18, 2025, which reviewed the draft Ordinance and provided support and feedback on the proposed language; and

WHEREAS, the proposed Ordinance was presented to the Planning Commission on June 25, 2025, which unanimously recommended that the City Council adopt the proposed Ordinance; and

WHEREAS, since this action does not allow for any activity that is not already permitted within the City of Seaside, this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

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

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

SECTION 2. The Seaside Municipal Code is hereby amended to reflect the changes identified in the attached Exhibit "A."

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

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

INTRODUCED at a regular meeting of the City Council of the City of Seaside, State of California, held on the 17th day of July 2025.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, held on the 7th day of August 2025 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon,
City Attorney

Attach: Exhibit "A" – Proposed Ordinance Amendment

Exhibit “A”

SECTION 1. Chapter 5.36 of the Seaside Municipal Code is hereby amended to read as follows:

Chapter 5.36

FIREARMS SALES

Sections:

5.36.010 Firearms defined.

5.36.020 Applicability.

5.36.030 Requirements generally License Required.

5.36.040 Permit—Fee License – Duration – Nontransferable.

5.36.050 Permit—Duration—Nontransferable License – Requirements.

5.36.060 Permit—Revocation License – Fee.

5.36.070 Permit—Appeal of suspension or revocation. License - Revocation.

5.36.080 Violation—Penalty Appeal of suspension or revocation.

5.36.090 Violation – Penalty.

5.36.010 Firearms defined.

For the purposes of this Chapter, the terms “Firearms,” “Ammo” and “Ammunition” shall have the same meanings as defined in Section 17.98.020 of this Municipal Code. as used in this chapter, includes, but is not limited to, handguns, rifles, shotguns, gas or air guns, springloaded guns and other weapons coming under the definition of “firearms” as defined in the California Penal Code.

5.36.020 Applicability.

Private persons selling their own Firearms shall be exempted from the purview of this chapter. For the purposes of this chapter, a person selling three or more firearms in any calendar year shall be presumptively deemed to be engaged in the commercial sale of firearms and shall be required to comply with the terms of this chapter.

5.36.030 Requirements generally License Required.

No person shall engage in the business of selling, offering for sale, or displaying for sale, repairing, or storing preparatory for sale, any firearm Firearm within the city limits of Seaside, unless the person has fully complied with all of the following conditions first obtained a Firearms Dealer License from the Chief of Police.

5.36.040 License – Duration – Nontransferable.

A Firearms Dealer License issued by the Chief of Police shall be valid for a period of one year from the date of issuance and shall not be transferable from one person to another or from one location to another. The Chief of Police may require reinspection of the premises as a condition of renewal.

5.36.050 License – Requirements.

The Chief of Police shall review the application for a Firearms Dealer License and shall determine whether the issuance of the License would have any negative impacts upon public safety. At a minimum, an application must demonstrate to the satisfaction of the Chief of Police that all of the following conditions are met.

A. The seller shall hold a ~~F~~federal ~~f~~firearms ~~p~~Permit and shall meet all the provisions of the Gun Control Act of 1968 (as may be amended from time-to-time).

B. The seller shall comply with all applicable sections of the California Penal Code (as may be amended from time-to-time) relating to registration of sales of firearms.

C. The seller has obtained all discretionary land use approvals from the City of Seaside, including, but not necessarily limited to, a Planning Permit as required under Title 17 of this Municipal Code.

~~D. The seller shall have obtained a permit from the chief of police authorizing the storage of firearms within the city of Seaside. The permit shall be renewable annually and shall be issued only upon a showing that the seller has a federal firearms permit and has taken steps to ensure the safety of his firearms from burglary, theft and fire. The seller shall provide substantial evidence demonstrating that the proposed location is a secure facility as defined by Section 17110 of the California Penal Code (as may be amended from time-to-time). The C~~ehief of ~~p~~P~~olice~~ shall have the right, in conjunction with the ~~Chief b~~Building ~~Official~~inspector, to require as a condition for the issuance of a ~~permit~~ Firearms Dealer License that structural changes be made to the building in which the firearms are sold or stored, ~~with the structural changes, specifically including, but not limited to, the installation of burglar alarms and other warning devices, to be such as are reasonably related to the purpose of ensuring the safety of such firearms from burglary or theft.~~

E. All heating, ventilating, air-conditioning, and service openings shall be secured with steel bars or metal grating and shall meet the requirements of Title 15 of this Code.

F. If the proposed business location is street level, concrete or hardened steel bollards, or other barriers, such as security planters or other devices with a similar structural integrity to bollards, shall be installed to protect the location's front entrance, any floor-to-ceiling windows, and any other doors, that could be breached by a vehicle. Newly installed bollards must meet the following requirements:

1. Bollards must be a minimum of four inches in diameter and 36 inches in height;

2. Bollards shall be spaced so as not to obstruct accessible routes or accessible means of egress in compliance with Standard 206.8 of Chapter 2 of the Federal Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) (as may be amended from time-to-time), and have a clear width of not less than thirty-six inches but no more than sixty inches; and

3. Bollards shall be designed so as to be capable of stopping a five-thousand-pound vehicle traveling at 30 miles per hour, in accordance with ASTM International Standard Test Method F3016 (as may be amended from time-to-time).

G. The business shall install a lockable safe or fireproof vault meeting the standards for a gun safe implemented by the California Attorney General pursuant to Section 23650 of the California Penal Code (as may be amended from time-to-time) of sufficient size to simultaneously store all Firearms on-site.

H. The licensed business location shall be secured by a hard-wired alarm system that is installed and maintained by an alarm company operator licensed pursuant to the Alarm Company Act, Business & Professions Code sections 7590 et seq (as may be amended from time-to-time). The alarm system must be monitored by a central station listed by Underwriters Laboratories, Inc. and covered by an active Underwriters Laboratories, Inc. alarm system certificate with a #3 extent of protection. The alarm system must include a battery back-up system to provide a minimum of 24 continuous hours of operation immediately following a loss of power. The alarm system requirement under this subsection is waived if the video surveillance system provided for under subsection I notifies the licensee and police department of any unauthorized intrusions.

I. The licensed business location shall be monitored by a hard-wired video surveillance system that, at minimum, meets the requirements under Penal Code section 26806 (as may be amended from time-to-time). The video surveillance system must be maintained in proper working order at all times. The video surveillance system must include a battery back-up system to provide a minimum of 24 continuous hours of operation immediately following a loss of power. If the system becomes inoperable, it must be repaired or replaced within fourteen calendar days. The licensee must inspect the system at least weekly to ensure that it is operational, and images are being recorded and retained as required.

J. Any other improvement or other activity which, in the opinion of the Chief of Police, would be necessary to eliminate any negative impacts on public safety.

5.36.0640 ~~Permit License~~ – Fee.

The fee for issuance of an annual ~~permit~~Firearms Dealer License shall be ~~twenty-five dollars set by the City Council~~. The annual fee shall be paid at the time the application is ~~obtained from submitted to~~ the ~~e~~Chief of ~~p~~Police and is nonrefundable.

5.36.050 ~~Permit—Duration—Nontransferable.~~

~~Permits issued by the chief of police shall be valid for a period of one year from the date of issuance and shall not be transferable from one person to another or from one location to another.~~

5.36.0760 ~~Permit License~~ – Revocation.

A ~~permit~~Firearms Dealer License issued under the provisions of this chapter shall be revoked by the ~~e~~Chief of ~~p~~Police upon proof to his ~~or her~~ satisfaction of a violation by the holder of such ~~License~~permit of this chapter, or any ordinance of the city or law of the state regulating or establishing standards for the commercial sale of ~~firearm~~Firearms.

This action shall be in addition to any potential revocation of Planning Permits pursuant to Chapter 17.80 of the Municipal Code.

5.36.0870 Permit License – Appeal of suspension or revocation.

A. Any such person, whose application for a License is denied or whose permit License issued under the provisions of this chapter having has been ~~so~~ suspended or revoked, shall have the right to appeal to the eCity eCouncil in writing within ~~three~~ seven days after notification of such denial, suspension, or revocation, ~~or within thirty days after denial thereof~~, and to be heard by the eCity eCouncil with relation thereto ~~at its next regular or regular adjourned meeting, or at a special meeting of the city council called for such purpose~~ within 60 days of the submittal of such appeal. The appeal shall follow the same procedures as defined in Chapter 17.76 of the Municipal Code, and shall be subject to any applicable appeal fees. ~~and t~~ The action of the city council upon such appeal shall be final and conclusive with respect to the denial, suspension, or revocation of such permit License.

B. ~~In the event that such appeal is taken as provided in subsection A of this section, such business or occupation, where such permit has already been granted, shall not be suspended or revoked until the final disposition of the appeal by the city council.~~ Approval by the City Council of a License under this Chapter shall not be deemed to constitute approval of any Planning Permits, which shall be approved separately as identified in Title 17 of this Municipal Code.

5.36.0980 Violation – Penalty.

Any person violating any part of this chapter shall be guilty of an infraction and, upon conviction thereof, shall be punishable as provided in SMC 1.16.030.

SECTION 2. Table 2-4 of Section 17.14.030.B of the Seaside Zoning Ordinance is hereby amended as follows:

Land Use	CMX	CC	CRG	CA	CH	Specific Use Regs
Equipment rental – With outdoor storage	-	-	-	-	UP	
<u>Firearm and Ammo Sales</u>	<u>-</u>	<u>UP</u>	<u>UP</u>	<u>-</u>	<u>-</u>	<u>17.52.105</u>
Fuel Dealer	-	-	-	-	UP	

SECTION 3. Section 17.52.105 is hereby added to the Municipal Code to read as follows:

17.52.105 Firearm and ammunition sales.

The sale of Firearms and Ammunition shall be established and conducted in accordance with this Section.

A. No sales of Firearms or Ammunition shall occur within 1,000 feet of any of the following uses, as measured from the property lines for each respective use, unless such

use is established subsequent to the establishment of the sales of Firearms or Ammunition:

1. City-Owned Parks/Recreation Centers;
2. Day Care Facilities licensed by the California Department of Social Services (CDSS) Community Care Licensing Division, including Child Care Infant Centers, Child Care Center Preschools, and School Age Child Care Centers, but excluding Family Child Care Homes, as such terms are defined by CDSS; and
3. Schools (excluding Specialized Education/Training Schools and schools serving only adults).

B. Firearms and Ammo Sales shall be prohibited at all locations east of Noche Buena Street and north of San Pablo Avenue (including the area north of the space between Fremont Boulevard and the City's boundary line where San Pablo Avenue would occur if it were continued in a straight line from its terminus at Fremont Boulevard).

C. Firearms and Ammo Sales uses shall operate in compliance with the following:

1. Any time a permittee is not open for business, every firearm shall be stored in one of the following ways:

a. In a locked fireproof safe or vault in the licensee's business premises that meets the standards for a gun safe implemented by the Attorney General pursuant to Penal Code section 23650 (as may be amended from time-to-time); or

b. Secured with a hardened steel rod or cable of at least one-quarter inch in diameter through the trigger guard of the firearm. The steel rod or cable shall be secured with a hardened steel lock that has a shackle. The lock and shackle shall be protected or shielded from the use of a bolt cutter and the rod or cable shall be anchored in a manner that prevents the removal of the firearm from the premises. No more than five firearms may be affixed to any one rod or cable at any time.

2. Any time a permittee is open for business, every firearm shall be unloaded, inaccessible to the public and secured using one of the following three methods, except in the immediate presence of and under the direct supervision of an employee of the permittee:

a. Secured within a locked case so that a customer seeking access to the firearm must ask an employee of the permittee for assistance;

b. Secured behind a counter where only the permittee and the permittee's employees are allowed. During the absence of the permittee or a permittee's employee from the counter, the counter shall be secured with a locked, impenetrable barrier that extends from the floor or counter to the ceiling; or

c. Secured with a hardened steel rod or cable of at least one-quarter inch in diameter through the trigger guard of the firearm. The steel rod or cable shall be secured with a hardened steel lock that has a shackle. The lock and shackle shall be protected or shielded from the use of a bolt cutter and the rod or cable shall be anchored in a manner that prevents the removal of the firearm from the premises. No more than five firearms may be affixed to any one rod or cable at any time.

SECTION 4. The following language is added to Section 17.98.020.A of the Municipal Code, to be inserted between the definitions of “Alteration” and “Ancillary Public Dance Facility”:

Ammo. Has the same meaning as Ammunition.

Ammunition. Cartridge cases, primers, bullets, or propellant powder designed for use in any Firearm, or any component thereof, but excluding blank cartridges or ammunition that can be used solely in an "antique firearm" as that term is defined in Section 921(a)(16) of Title 18 of the United States Code (as may be amended from time-to-time).

SECTION 5. The following language is added to Section 17.98.020.F of the Municipal Code, to be inserted between the definitions of “Finished Grade” and “Floor Area Ratio (FAR)”:

Firearm. A Firearm is any device, designed to be used as a weapon or modified to be used as a weapon, from which is expelled through a barrel a projectile by the force of explosion or other means of combustion, provided that the term "firearm" shall not include an "antique firearm" as defined in Section 921 (a)(16) of Title 18 of the United States Code (as may be amended from time-to-time).

Firearm and Ammo Sales. Selling (retail or wholesale), leasing, or otherwise transferring ownership of Firearms and/or Ammunition.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: July 17, 2025

SUBJECT: **ADOPT AN ORDINANCE TO AMEND TITLES 5 AND 17 OF THE SEASIDE MUNICIPAL CODE TO ESTABLISH SECURITY REQUIREMENTS, OPERATING STANDARDS, AND ZONING REQUIREMENTS FOR THE STORAGE OR SALE OF FIREARMS AND AMMUNITION. THE PROPOSED ORDINANCE IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES. (FIRST READING - ROLL CALL VOTE)**

RECOMMENDATION

Introduce the ordinance, waive the full reading and read by title only, and set the ordinance for adoption at the next regular meeting.

BACKGROUND

At the Council meeting on March 20, 2025, the City Council expressed a desire for staff to review allowable locations for the sale of firearms and ammunition throughout the City of Seaside. Staff first returned with an amendment to the West Broadway Urban Village (WBUV) Specific Plan that would prohibit the sales of firearms and ammunition within the WBUV. The Planning Commission recommended approval of that amendment on April 23, 2025, followed by City Council approval on May 1, 2025. Since then staff has continued to develop an Ordinance to govern the remainder of the City.

Staff has proposed an Ordinance that amends both Title 5 and Title 17 of the Seaside Municipal Code. This Ordinance only applies to the ability to sell or store firearms and ammunition, and does not in any way impede upon the ability of residents to exercise their rights as guaranteed under the Second Amendment to the Constitution of the United States.

Title 5 Changes

The greatest potential negative impact from the sale of firearms or ammunition relates to the potential theft of said firearms, which can then be resold or used by criminal elements. Therefore, the most significant modifications to the Ordinance relate to the security of the site. Chapter 5.36 of the Municipal Code currently addresses this issue; it includes requirements that any person selling, displaying, or storing firearms must (in addition to complying with federal and state laws) obtain a permit from the Chief of Police. Other than some language indicating that the Chief may work with the Building Official and may require structural modifications to buildings where firearms are to be sold, there is little guidance provided in the Ordinance regarding what the Police Chief is to evaluate.

The proposed Ordinance makes significant modifications to this Chapter. Authority for the review of sites to determine whether they are adequate would remain with the Police Chief. The Ordinance provides for a much more detailed list of requirements for potential sites to ensure that inventory is secured. These requirements include:

- Installation of physical security devices (such as bollards, barriers over windows and doors, etc.)
- Storage/display requirements (such as vaults)
- Alarm and video monitoring requirements (including direct feed/notification to the Police Department)

The Police Chief also has the authority to make determinations regarding improvements or operations that are not explicitly included in the Ordinance. For example, if a proposed location shares an internal wall with another business, the Police Chief (working with the Building Official) could require that the wall be modified to prevent entry from the adjacent space. Upon satisfaction of the requirements, the Police Chief would be able to issue an annual license to the business. The Police Chief would have the ability to conduct annual inspections of the facility to ensure that it continues to maintain its secure status.

Title 17 Changes

Title 17 of the Municipal Code is the City's Zoning Ordinance. Currently, the Zoning Ordinance does not distinguish between the sales of firearms and any other generic product. This means that the sales of firearms would be considered "General Retail" and would be a permitted use within the Commercial Mixed Use (CMX), Community Commercial (CC), and Regional Commercial (CRG) Zoning Districts (except that a retail use 5,000 square feet or larger would require a Minor Use Permit in the CMX District).

Project-specific conditions may not be imposed upon permitted uses; further, adjacent uses may not be taken into account.

The proposed Ordinance would establish a new Use Classification entitled Firearms and Ammo Sales. This use would be allowed with a Use Permit in the CC or CRG Zoning Districts, and prohibited in the CMX, Automotive Regional Commercial (CA), and Heavy Commercial (CH) Zoning Districts. A proposed use would need to maintain a minimum distance of 300 feet from schools, parks, and certain licensed child care centers and preschools. Sales would be prohibited to the east of Noche Buena Street and north of San Pablo Avenue.

Under the changes to Title 17, businesses would be required to implement specific practices with the intention of making it more difficult to steal firearms or ammunition from the business during operating hours, such as storing guns in safes or vaults or running a locked cable through the guns during business hours.

Committee/Commission Review

This Ordinance was presented for feedback to the Public Safety Advisory Committee on June 18, 2025. Several comments were provided, including comments relating to the need for hard-wired alarm systems, detailing the appeals process, and including security inspections for gun repair shops. The version of the Ordinance included here takes the comments of that Committee into account. The Ordinance was also reviewed by the Planning Commission on June 25, 2025, which unanimously recommended that the City Council adopt the proposed changes to the Ordinance.

FISCAL IMPACT

There is no fiscal impact associated with this item.

STRATEGIC PRIORITY

Community Safety & Quality of Life

ATTACHMENTS

1. Draft Ordinance - Firearms Sales - CC 2025-07-17

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: August 7, 2025

SUBJECT: **ADOPT AN ORDINANCE TO AMEND THE SEASIDE MUNICIPAL CODE ADDING CHAPTER 9.05 PROHIBITING AGGRESSIVE SOLICITATION IN THE CITY'S STREET MEDIANS AND OTHER PLACES AND AMENDING CHAPTERS 9.20 OVERNIGHT OCCUPANCY OF VEHICLES ON PUBLIC PROPERTY, 9.21 STORAGE OF PERSONAL PROPERTY ON CITY PROPERTY AND 10.32 STOPPING, STANDING AND PARKING. THE PROPOSED ORDINANCE AMENDMENT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES (FIRST READING - ROLL CALL VOTE)**

RECOMMENDATION

Introduce the ordinance, waive the full reading and read by title only, and set the ordinance for adoption at the next regular meeting.

BACKGROUND

Findings and Purpose:

The City of Seaside seeks to maintain safe public spaces that are accessible to all residents and visitors, while recognizing the rights of individuals—including those experiencing homelessness—to be present in public areas and to maintain a limited amount of personal property. Increasing challenges and community concerns regarding the obstruction of public right of way, aggressive solicitation, the accumulation of personal property, and unsafe conditions in public spaces require updated, narrowly tailored regulations. This ordinance also updates existing ordinances related to parking,

harmonizes the times of operation, and clarifies the City Manager's authority to promulgate parking regulations and signage on City-owned properties.

Ordinance Overview:

The proposed ordinance achieves the following:

Adds Chapter 9.05: Prohibiting Aggressive Solicitation in the City's Street Medians and Other Places.

This addresses aggressive solicitation and traffic safety. The California Vehicle Code, specifically Section **21464.5**, allows regulation of activities on street medians if there is a local ordinance. This ordinance establishes such local regulations.

Chapter 9.05: Imposes reasonable restrictions on the time, place, and manner of solicitation to address behaviors that cause fear, block public access, or create traffic hazards, while upholding constitutional rights.

Prohibits aggressive or intrusive solicitation, particularly in locations that present safety concerns (street medians, traffic lanes, near financial institutions, within public transit vehicles/stops, after dark).

Defines aggressive solicitation and outlines permissible, passive requests for assistance. The ordinance's definitions ensure street vendors located in public places are only regulated if their conduct qualifies as "aggressive."

Amends Chapter 9.20 (Overnight Vehicle Occupancy on Public Property):

Updates the prohibition period for overnight vehicle occupancy (sleeping, eating, resting) on public property to between 9:00 p.m. and 6:00 a.m., except where specifically permitted (previously, 10:00 p.m. to 9:00 p.m.).

Amends Chapter 9.21 (Storage of Personal Property on City Property):

Reflects current California court decisions and the Governor's recommended "model" update to regulate homelessness, without incorporating provisions less protective than existing Seaside law. Adds definitions for "Trash Debris," clarifies "Unattended" vs. "Abandoned," and establishes limits on unattended and excess personal property in public spaces.

Revises notice, removal, safe storage, or lawful disposal procedures. Exempts essential survival items from impoundment unless unsafe, and ensures ADA accessibility.

Amends Chapter 10.32 (Stopping, Standing, and Parking):

Deletes four-hour parking limits at Cutino, Laguna Grande, and Roberts Lake and makes them subject to posted signage. Grants express authority to the City Manager to establish/modify posted parking limitations in any City-owned facility.

Legal and Policy Context:

The addition of the new Chapter was prompted by the increase in panhandling in City street medians.

California Vehicle Code section **21464.5** allows local regulation of activities in medians and similar public places. The ordinance's narrow, content-neutral provisions address these concerns citywide.

Amendments to Chapters 9.20 and 9.21 respond to the Governor's model ordinance,

itself a response to the Supreme Court's decision in **City of Grants Pass, Oregon v. Johnson (2024)**, which permits enforcement of generally applicable camping/sleeping ordinances (overturning the Ninth Circuit's rule in *Martin v. Boise*). Seaside never changed its ordinances but suspended enforcement; no further changes were needed for compliance. Enforcement of Chapter 9.20.021 may now resume per Grants Pass. However, **Garcia v. City of Los Angeles** remains good law: the City cannot summarily seize or destroy the unattended (but not abandoned) property of homeless individuals. The City's ordinances are also drafted to comply with other precedents (*Lavan v. Los Angeles*; *Kincaid v. Fresno*; *Ellis v. Clark County*). Provisions in 9.20 and 9.21 reflect and, where applicable, strengthen protections beyond those required by the Governor's model ordinance.

CEQA Review:

Staff have determined that the ordinance does not constitute a "project" under CEQA (Guidelines §15378) or, alternatively, is categorically exempt under the common sense exemption (Guidelines §15061(b)(3)), as there is no potential for significant environmental impact.

CONCLUSION:

Adoption of this ordinance will promote public health and safety, protect free speech, preserve the accessibility of public spaces, and ensure appropriate, compassionate responses to homelessness and public conduct in the City of Seaside. Staff recommends approval.

FISCAL IMPACT

The ordinance is not anticipated to result in significant direct costs. Some staff time may be required for enforcement, outreach, and administrative processing of impounded property, but these costs are expected to be manageable within existing department budgets.

STRATEGIC PRIORITY

Community Safety & Quality of Life

ATTACHMENTS

1. Ordinance re New 9.05, Amending 9.20, 9.21 and 10.32

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE
ADDING CHAPTER 9.05 PROHIBITING AGGRESSIVE SOLICITATION IN STREET
MEDIAN AND OTHER PLACES AND AMENDING CHAPTERS 9.20 OVERNIGHT
OCCUPANCY OF VEHICLES ON PUBLIC PROPERTY, 9.21 STORAGE OF PERSONAL
PROPERTY ON CITY PROPERTY AND 10.32 STOPPING, STANDING AND PARKING

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS AND PURPOSE.

- A. The purpose of this Ordinance is to amend the Seaside Municipal Code to add a new chapter addressing aggressive solicitation in the City's street medians and other places, amend Chapters 9.20 and 9.21 regarding overnight occupancy of vehicles and the storage of personal property on public property and Chapter 10.32, stopping, standing and parking. This Ordinance ensures the public areas within the city, including streets, sidewalks, parks, public buildings, and public land, be readily accessible and available to residents and the public at large for use in a safe and healthy manner while recognizing the needs of individuals without access to private spaces to sleep and be able retain access to a limited amount of personal property while doing so. Additionally, this ordinance harmonizes the various sections of the parking timelines and clarifies the power of the City Manager to promulgate parking regulations for City-owned parking facilities.
- B. Nothing in this article is intended to interfere with otherwise lawful and ordinary uses of public or private property.

Text amendments and additions contained in this Ordinance are shown in underline while text amendment deletions are shown in ~~strikeout~~.

SECTION 2. TEXT AMENDMENTS TO CHAPTER 9.20 STORAGE OF PERSONAL PROPERTY ON CITY PROPERTY AS FOLLOWS:

9.20.020 Prohibited.

It is unlawful for any person to use or occupy or permit the use or occupancy of any vehicle, camper or trailer for the purpose of sleeping, eating or resting, either singly or in groups, between the hours of ~~ten~~nine p.m. and six a.m., in any location on public property other than posted with appropriate signs.

SECTION 3. TEXT AMENDMENTS TO CHAPTER 9.21 STORAGE OF PERSONAL PROPERTY ON CITY PROPERTY AS FOLLOWS:

SECTION 9.21.010 Definitions.

The definitions contained in this subsection shall govern the construction, meaning, and application of words and phrases used in this chapter.

- (a) "Administrative procedure" means the city's administrative procedure for the removal of personal property.
- (b) "Bulky item" means any item, with the exception of a constructed tent, operational bicycle or operational walker, crutch or wheelchair, that is too large to fit into a ninety-gallon container with the lid closed, including, but not limited to, a shed, structure, mattress, couch, chair, other furniture or appliance. A container with a volume of no more than sixty gallons used by an individual to hold his or her personal property shall not in itself be considered a bulky item.
- (c) "City property" means any real or personal property owned or controlled by the city and includes, but is not limited to, any publicly-owned park, building, street, sidewalk, way, path, alley, park, parking lot or other public property owned or controlled by the city and located within the city of Seaside.
- (d) "Excess personal property" means any and all personal property that cumulatively exceeds the amount of property that could fit in a 90-gallon container with the lid closed.
- (e) "Person" means any individual, group, business, company, corporation, joint venture, partnership or other entity or association composed of two or more individuals.
- (f) "Personal property" means any and all tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, hammocks, and personal items such as luggage, backpacks, clothing, documents, medication, and household items.
- (g) "Store", "stored", "storing" or "storage" means to put personal property aside or accumulate for use when needed, to put for safekeeping, and/or to place or leave in a public area. Moving personal property to another location in a public area or returning personal property to the same block on a daily or regular basis shall be considered storing and shall not be considered to be removing the personal property from a public area. This definition shall not include any personal property that, pursuant to statute, ordinance, permit, regulation or other authorization by the city or state, is stored with the permission of the city or state on real property that is owned or controlled by the city.
- (h) "Tent" means any tent, as that term is generally understood, and also includes any tarpaulin, cover, structure or shelter, made of any material which is not open on all sides and which hinders an unobstructed view behind or into the area surrounded by the tarpaulins, cover, structure or shelter.
- (i) "Trash debris" includes but not limited to items that are soiled, moldy, smelly, stained with urine, bodily waste or mud, infested with fleas, bed bugs, rats or other vectors; loose or scattered papers, wet or damp clothing, bedding or sleeping bags, perishable food or personal products that will spoil or rot in storage, bike carcasses, broken shopping carts, broken or disassembled items or those stripped of parts, items used for hygiene or that present a risk of biohazard, items that could corrode or burn in storage, food/beverage wrappers, tissue/paper napkins/open household product containers.

- (j) "Unattended" means no person is present with the personal property who asserts or claims ownership over the personal property. Conversely, property is considered "attended" if a person is present with the personal property and the person claims ownership over the personal property. "Abandoned" means no person is present, no city employee has seen or knows of any person present with the personal property for longer than one week.

SECTION 9.21.020 Regulation, impoundment, and discarding of stored personal property.

- (a) No person shall store any unattended personal property on city property. With pre-removal notice as specified in Chapter 9.21.030(a), the city may impound any unattended personal property stored on city property regardless of volume. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).
- (b) No person shall store any attended excess personal property in a public area. With pre-removal notice as specified in Chapter 9.21.030(a), the city may impound any unattended personal property stored on city property regardless of volume. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).
- (c) No person shall store any personal property on city property in such a manner that it does not allow for passage as required by the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990), as amended from time to time (ADA). Property obstructing ADA passage must be relocated-not impounded- to the nearest feasible location, unless it poses a health/safety threat as defined in 9.21.020(g). ~~Without prior notice, the city may move and may immediately impound any personal property, whether attended or unattended, stored in a public area in such a manner that it does not allow for passage as required by the ADA.~~ Post-removal notice identifying the relocated location shall be provided for relocation of property. ~~as set forth in Chapter 9.21.030(b).~~
- (d) No person shall store any personal property on city property within ten feet of any operational and utilizable entrance, exit, driveway or loading dock. Without prior notice, the city may move and may immediately impound any personal property, whether attended or unattended, stored in a public area within ten feet of any operational and utilizable entrance, exit, driveway or loading dock. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).
- (e) No person shall store personal property on city property within two hundred feet (200') of any city property that has a clearly posted closure time at any after the posted closure time. Without prior notice, the city may remove and impound personal property, whether attended or unattended, stored on city property within two hundred feet of any City property that has a clearly posted closure time, provided the personal property is removed and impounded after the posted closure time. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).
- (f) No person shall store personal property on city property that has been noticed for a cleanup pursuant to Seaside Municipal Code Chapter 9.21.030(c). Without additional notice to that notice required by Seaside Municipal Code Chapter 9.21.030(c), the city may remove and impound personal property, whether

attended or unattended, stored on city property that has been noticed for a cleanup, provided the personal property is removed and impounded during the time of the noticed cleanup or within twenty-four hours following any noticed cleanup. Post-removal notice shall be provided as set forth in Chapter 9.21.030(b).

- (g) No person shall store any personal property on public property if the personal property, whether attended or unattended, constitutes an immediate threat to the health or safety of the public. ~~Removal w~~Without prior notice, requires documented evidence of biohazard (e.g. needles, feces) or structural danger. ~~the city may remove and may discard any personal property stored in a public area if the personal property poses an immediate threat to the health or safety of the public.~~
- (h) No person shall store any personal property in a public area if the personal property, whether attended or unattended, constitutes an evidence of a crime or contraband. Without prior notice, the city may remove and may discard any personal property that constitutes evidence of a crime or contraband, as permissible by law.
- (i) No person shall store any bulky item on city property except as provided in this section. Without prior notice, the city may remove and may discard any bulky item, whether attended or unattended, stored in on city property if the bulky items poses an immediate threat to public health or safety or the bulky item is abandoned and clearly not in use. Notwithstanding, the foregoing, items necessary for daily living, survival, shelter, warmth or mobility, including but not limited to sleeping bags, blankets, tarps, tents, medications and mobility aids, shall not be removed, impounded or discarded, unless they pose an immediate health/safety threat. unless the bulky item is designed to be used as a shelter. For any bulky item that is designed to be used as a shelter, but does not constitute a Tent as defined in Chapter 9.21.010, with pre-removal notice as specified in Chapter 9.21.030, the city may remove and discard the bulky item, whether attended or unattended. If the bulky item violates another subsection herein, even if it is designed to be used as a shelter, the city may remove, impound, or discard the bulky item pursuant to that subsection.

SECTION 9.21.030 Notices.

- (a) Pre-Removal Notice. Pre-removal notice shall be deemed provided if a written notice is provided to the person who is storing or claims ownership of the personal property, or is posted conspicuously on or near the personal property and the actual removal commences no more than seventy-two hours after the pre-removal notice is posted. The written notice shall contain the following:
 - (1) A general description of the personal property to be removed.
 - (2) The location from which the personal property will be removed.

- (3) The date and time the notice was posted.
 - (4) A statement that the personal property has been stored in violation of Seaside Municipal Code Chapter 9.21.020.
 - (5) A statement that the personal property may be impounded if not removed from public areas within ~~twenty-four (24)~~ seventy-two (72) hours.
 - (6) A statement that moving personal property to another location in a public area shall not be considered removal of personal property from a public area.
 - (7) The address where the removed public property will be located, including a telephone number and the internet website of the city through which a person may receive information as to impounded personal property as well as information as to voluntary storage location(s).
 - (8) A statement that impounded personal property may be discarded if not claimed within ~~ninety-sixty (690)~~ days after impoundment.
- (b) Post-Removal Notice. Upon removal of stored personal property, written notice shall be conspicuously posted in the area from which the personal property was removed. The written notice shall contain the following:
- (1) A general description of the personal property removed.
 - (2) The date and approximate time the personal property was removed.
 - (3) A statement that the personal property has been stored in violation of Seaside Municipal Code Chapter 9.21.020.
 - (4) The address where the removed personal property will be located, including a telephone number and internet website of the city through which a person may receive information as to impounded personal property.
 - (5) A statement that impounded personal property may be discarded if not claimed within ninety days after impoundment.
- (c) Notice of cleanup of public property. It may be necessary to periodically close public property for cleaning and removal of accumulated garbage, refuse, hypodermic needles, and debris. The city council shall approve, by resolution, a form and procedure the promulgation of public notice for the closing of public property for such cleanings. No more than one fourth of the sidewalks in the city shall be closed for cleaning on any one day.

SECTION 9.21.040 Storage, disposal, and repossession of impounded property.

- (a) Except as specified herein, the city shall move impounded personal property to a place of storage.
- (b) Except as specified herein, the city shall store impounded personal property for ninety (90) days, after which time, if not claimed, it may be discarded. The city shall not be required to undertake any search for, or return, any impounded personal property stored for longer than ninety days.

- (c) The city shall maintain a record of the date any impounded personal property was discarded.
- (d) The owner of impounded personal property may repossess the personal property prior to its disposal upon submitting satisfactory proof of ownership. A person may establish satisfactory proof of ownership by, among other methods, describing the location from and date when the personal property was impounded from a public area, and providing a reasonably specific and detailed description of the personal property. Valid, government-issued identification is not required to claim impounded personal property.

SECTION 4. TEXT AMENDMENTS TO CHAPTER 10.32 9.21 STORAGE OF PERSONAL PROPERTY ON CITY PROPERTY AS FOLLOWS:

10.32.035 Parking time limited at Laguna Grande Park, Roberts Lake, and Cutino Park.

A. When authorized signs are in place giving notice thereof, no person shall park any vehicle in the parking lots at Laguna Grande Park, Roberts Lake, or Cutino Park for a period longer than the posted time ~~four hours~~ on any day.

The city manager or his designee is authorized to prepare and post parking limitation signs throughout the territory of the city on property owned or controlled by the City as he deems appropriate.

SECTION 5. ADDING NEW CHAPTER 9.05 PROHIBITION AGAINST CERTAIN FORMS OF AGGRESSIVE AND UNSAFE ~~PANHANDLING~~ SOLICITATION

The full text of Chapter 9.05 is attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 6. ENVIRONMENTAL. Pursuant to the California Environmental Quality Act (CEQA), the City Council finds that this ordinance is not a project within the meaning of Section 15378 of the State CEQA Guidelines, as it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment. Alternatively, the ordinance is exempt from CEQA review under the "common sense exemption" (CEQA Guidelines Section 15061(b)(3)), as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 7. SEVERABILITY. If any provision, clause, sentence, or section of this Ordinance or its application to any person or circumstance, is held to be invalid or

unconstitutional, such invalidity shall not affect the validity of the remaining provisions or applications, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after its adoption and shall be published or posted in accordance with applicable provisions of the Seaside Municipal Code and the laws of the State of California.

INTRODUCED at a regular meeting of the City Council of the City of Seaside on the _____ day of _____ 2025; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside on this ____ day of _____, 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

CHAPTER 9.05 PROHIBITION AGAINST CERTAIN FORMS OF AGGRESSIVE AND UNSAFE SOLICITATION IN STREET MEDIANS AND OTHER PLACES

9.05.010 Purpose and findings.

(a) The purpose and intent of this chapter is to protect the safety and welfare of the general public and improve the quality of life in the City of Seaside by imposing reasonable time, place, and manner restrictions on aggressive, intrusive, or unsafe solicitation activities while respecting constitutional rights of free speech.

(b) Aggressive and intrusive solicitation may include approaching or following pedestrians, using abusive language, making unwanted physical contact, or blocking pedestrian and vehicular traffic. The City Council finds that these behaviors disturb residents, disrupt commerce, and contribute to fear and intimidation in public spaces.

(c) Solicitation in places where individuals are a "captive audience"—such as public transportation vehicles, stops, and gasoline stations—presents a significant risk to public safety. Similar concerns exist with solicitation near ATMs and financial institutions due to perceived threats to person and property.

(d) Solicitation in median strips, intersections, and active public roadways is inherently hazardous to panhandlers, drivers, and pedestrians, contributing to vehicle collisions, roadway obstruction, and traffic delays.

(e) Solicitation near commercial driveways compromises driver visibility and pedestrian safety, contributing to traffic conflicts and disruption of free-flowing vehicle movement.

(f) These regulations are necessary and appropriate to address behaviors not adequately covered by existing Seaside laws. The restrictions are narrowly tailored and not overbroad or vague. The City aims to protect the public from coercive or unsafe solicitations while preserving constitutional rights.

9.05.020 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) "After dark" means any time from one-half hour after sunset to one-half hour before sunrise.

(b) "Aggressive" means any of the following:

(1) Conduct intended or likely to cause a reasonable person to fear imminent bodily harm to oneself or to another, to fear damage to or loss of property, or otherwise to be intimidated into giving money or other thing of value;

(2) Intentionally touching or causing physical contact with another person or an occupied vehicle without that person's consent in the course of solicitation, asking or begging;

(3) Intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact;

(4) Persisting in closely following or approaching a person, after the person has informed a panhandler that such person does not want to be solicited or does not want to give money or any other thing of value to the panhandler;

(5) Using violent or threatening gestures toward a person; or

(6) Using profane, offensive or abusive language that is inherently likely to provoke an immediate reaction either before, during or after solicitation.

(c) "Automated teller machine (ATM)" means any electronic information processing device which accepts or dispenses cash in connection with a credit, deposit, or convenience account.

(d) "Automated teller machine facility" means the area comprised of one or more automated teller machines, and any adjacent space which is made available to banking customers after regular banking hours.

(e) "Donation" means a gift of money or other item of value.

(f) "Financial institution" means any of the following: bank, savings and loan association, credit union, and/or check cashing business.

(g) "Intrusive" means to thrust or force oneself in without invitation, permission, or welcome and cause physical contact, block the path of travel, or behave in a threatening manner.

(h) "Median strip" means a paved or planted area of public right-of-way that divides a street or highway according to the direction of travel.

(i) "Solicitation" or "Solicit" means to ask, beg, or request using the spoken, written, or printed word, or bodily gestures, signs, or other means with the purpose of obtaining an immediate donation of money, goods/services or other thing of value.

(j) "Public place" means a place to which the public or a substantial group of persons has access, including but not limited to streets, sidewalks, parks, plazas, transit stops, and entrances of business establishments.

(k) "Public transportation vehicle" means any vehicle, including buses or shuttles, used for carrying passengers for hire.

9.05.030 Prohibited solicitation.

(a) No person shall solicit in an aggressive or intrusive manner in any public place.

(b) All solicitation is prohibited at the following specified locations:

(1) Motor Vehicles. No person shall physically enter a traffic lane to solicit from an operator or occupant traveling in a motor vehicle while such vehicle is located within one hundred feet of any intersection in which at least one corner is controlled by an official traffic signal or traffic control sign.

(2) Median Strips. No person shall remain on a median strip for greater than five (5) minutes or obstruct traffic or in any manner inconsistent with the provisions of the California Vehicle Code.

(3) Driveways Accessing Shopping Centers or Businesses. No person shall solicit from an operator or occupant of a vehicle located within twenty feet of a driveway providing vehicular access to a shopping center or business.

(4) Public Transportation Vehicles and Stops. No person shall solicit in any public transportation vehicle or within twenty feet of any designated or posted transit stop.

(5) Gasoline Stations and Fuel Pumps. No person shall solicit from a motor vehicle while it is stopped in a gasoline station or at a gasoline pump, unless authorized by the business operator.

(6) After Dark. No person shall solicit in a manner causing reasonable alarm after dark in any public place unless on private property with the express permission of the owner or business operator.

(c) Nothing herein prohibits solicitation where: (1) The solicitor is stationary on a sidewalk without blocking passage; (2) No Physical contact occurs; and (3) No repeated requests are made after refusal.

9.05.040 Penalty.

(a) Any person who violates any provision of this chapter shall be punished pursuant to Chapter 1.12 of the Seaside Municipal Code.

(b) Nothing in this chapter shall limit or preclude the enforcement of any other applicable laws or remedies available for violations.

9.05.050 Severability.

The provisions of this chapter are declared to be separate and severable. The invalidity of any clause, phrase, sentence, or section shall not affect the validity of the remainder of this chapter, or its application to other persons or circumstances. If any provision is invalidated by a court, the City shall enforce remaining provisions to the maximum extent permitted under the First Amendment.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: August 7, 2025

**SUBJECT: RECEIVE UPDATE ON THE CITY OF SEASIDE CAR WEEK EVENTS
SCHEDULED FROM AUGUST 11, 2025, THROUGH AUGUST 16,
2025**

RECOMMENDATION

Received the report.

BACKGROUND

Every year in August, Monterey County hosts multiple car shows in what is commonly referred to as "Monterey Car week". This year the festivities begin on Friday, August 8, 2025, and will conclude on Sunday, August 17, 2025, with the Pebble Beach Concours d'Elegance. During the week, the City of Seaside will play host to four car shows.

- **Monday, August 11, 2025** - The Porsche Monterey Classic - This event took place on Del Monte Avenue from 4pm - 8pm, and featured over three hundred Porsche sports cars, from classics to newer models. There was also a variety of live performances, and food and drink offerings by Monterey Peninsula businesses.
- **Saturday, August 16, 2025** - Concours d'LeMons - The event will be held on the lawn at City Hall from 8:00am - 1:00pm, and will feature some of the worst Hoopties, rust buckets, mifits, and mistakes of the auto world. There will be celebrity judges who will be winning the coveted thrift shop trophies. This show is free to the public.
- **Saturday, August 16, 2025** - Concorso Italiano - This event will be held at Bayonet & Black Horse Golf Course from 9:30am - 4:00pm, and will feature more than 800 vehicles of Italian origin, and its atmosphere is on the vehicles on display, conversation between people who love and appreciate them, and

elements of Italian style such as fashion, food, music and art. Tickets for this event are required.

- **Saturday, August 16, 2025** - Exotics on Broadway - This event will be held on Broadway and Fremont Avenues from 1pm-6pm, and will feature over 125 rare and exotic cars from all around the world. This event is free to the public, and parking for the event will be on Eucalyptus road with a free shuttle to the event.

Staff worked with Vler Strategic Advisors in the development and implementation of a traffic advisory plan that was disseminated to the public on a variety of different platforms. With the three high profile events that are taking place on Saturday, August 16th, it is important that the community is aware of the increased traffic throughout the City.

At the conclusion of last year's car week, staff presented an after-action report to the City Council that went over the specifics of each event and went through some of the successes and challenges so we could plan accordingly for this year's events. Based on the feedback from last year, this is what the City is doing to prepare for this year:

Porsche Monterey Classic:

From 2024 - Del Monte was not closed with enough time to prepare for the event. Staff have been in contact with the organizers, and the road will be closed at 12:30pm to ensure there is enough time to set up for the festivities. There was also some erratic driving at the conclusion of the event, and staff has worked to the organizer to try and ensure this will not be an issue moving forward.

Concors d'LeMon:

From 2024 - the event was only from 8am–1pm and became overcrowded at times. Overall, the event was a success, and they are expecting a similar crowd. There will be an on-site medical tent, and there will be more signs that will outline where you can and can not park. They will be setting up their stage and booths on Friday, August 15, starting at 12:00pm, and will have security on site throughout the night until the start of the event on Saturday. They are also designating more parking for ADA.

Concorso Itailiano:

From 2024 - The main issue was related to the organizers' funding, which caused a change in ownership. They have ironed out all the challenges for this year, and they have added another event on Friday 8/15/25.

Exotics on Broadway:

From 2024 - Parking & traffic was the main concern. There were cars that blocked the allies, and houses in the adjacent neighborhoods. There were some concerns with the businesses. There were two medical calls which were hard to get quick care of too, because of the crowds and limited access to EMS. To address these issues, the event

organizers have been diligently sending out messaging about parking off site at General Jim Moore and Coe avenues to take the shuttle to the event. Staff have also been pushing out the messaging on all of our City communication platforms. To address the business concerns, the Community Development department has been communicating with all the businesses in the affected areas to ensure they all have the most up-to-date information. The event organizers also held a Zoom meeting that was specifically for businesses so they could address their thoughts and concerns directly with the organizers to make sure that their concerns would be heard. The Seaside Fire Department will also be on-site for the duration of the event to provide first-aid and medical support as needed. PD has also allocated six officers to be present during the event.

FISCAL IMPACT

There is no fiscal impact on this item.

STRATEGIC PRIORITY

Vibrant Local Economy, Diverse and Inclusive Community

ATTACHMENTS

1. EOB2025-BROADWAY-Staff
2. EOB2025-FREMONT.STAFF

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

