



AGENDA

CITY OF SEASIDE	REGULAR MEETING
CITY COUNCIL/SUCCESSOR	440 HARCOURT AVE (COUNCIL CHAMBER)
AGENCY TO THE	Thursday, December 18, 2025
REDEVELOPMENT AGENCY	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 participate 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.

7. PRESENTATIONS

A. PRESENTATION OF THE 2025 HOLIDAY LIGHTS CONTEST AWARDS

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

8. CONSENT AGENDA

A. APPROVE MINUTES FROM DECEMBER 4, 2025, REGULAR MEETING

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of July 12, 2025, through August 22, 2025,

including the payroll and benefits checks, direct deposits, and wired payments related to the pay period July 14, 2025, through August 22, 2025.

Total Accounts Payable and Payroll for the following periods is:

July 12, 2025, through July 25, 2025 = \$1,561,065.60

July 26, 2025, through August 08, 2025 = \$1,223,985.02

August 09, 2025, through August 22, 2025 = \$2,652,875.54

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of July 12, 2025 through August 22, 2025, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period from July 14, 2025 through August 22, 2025. Total Accounts Payable and Payroll for the above referenced period is \$831.05.

D. REVIEW AND ACCEPT ANNUAL REPORT ON USE OF DEVELOPMENT IMPACT FEES FOR FISCAL YEAR ENDING JUNE 30, 2025

RECOMMENDATION: Accept and file the report.

E. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM THE SEASIDE AQUATIC CLUB TO ASSIST WITH COSTS FOR POOL RENTAL FEES AND TEAM SUPPLIES

RECOMMENDATION: Approve the request.

F. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS FOR A BLUE CURB AT 1111 HAMILTON AVE

RECOMMENDATION: Deny the request as recommended by the Traffic Advisory Committee (TAC).

G. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH PERSPECS DEVELOPMENT SERVICES, LLC IN AN AMOUNT NOT TO EXCEED \$200,000.00 TO PROVIDE BUILDING AND SAFETY SERVICES TO THE BUILDING AND CODE ENFORCEMENT DEPARTMENT

RECOMMENDATION: Adopt the resolution.

H. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD FOUR PROFESSIONAL SERVICES AGREEMENTS IN THE AMOUNT OF

\$250,000.00 EACH FOR ON-CALL GEOTECHNICAL ENGINEERING AND MATERIALS TESTING PROFESSIONAL SERVICES FOR PROJECTS TO (1) EARTH SYSTEMS; (2) PACIFIC CREST ENGINEERING; (3) GEOCON; AND (4) NINYO AND MOORE

RECOMMENDATION: Adopt the resolution.

I. ADOPT A RESOLUTION OPPOSING THE INCLUSION OF NEW OFFSHORE OIL AND GAS LEASING OFF THE COAST OF CALIFORNIA IN THE FEDERAL FIVE-YEAR NATIONAL OUTER CONTINENTAL SHELF OIL AND GAS LEASING PROGRAM

RECOMMENDATION: Adopt the resolution.

J. ADOPT A RESOLUTION AUTHORIZING A MAINTENANCE AND RIGHT OF ENTRY AGREEMENT WITH 1000 PLAYA, LLC. FOR STORMWATER CONTROL AT AMERICA'S TIRE

RECOMMENDATION: Authorize the agreement.

9. BUSINESS ITEMS

A. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF BROADWAY AVENUE TO THROUGH TRAFFIC FROM FREMONT BOULEVARD TO DEL MONTE AVENUE, AND ASSOCIATED SIDE STREETS AND THE CLOSURE OF DEL MONTE BOULEVARD FROM TIOGA AVENUE TO PALM AVENUE (NORTHBOUND) AND DEL MONTE BOULEVARD FROM TIOGA TO CONTRA COSTA STREET (SOUTHBOUND) AND ASSOCIATED SIDE STREETS, FOR THE EXOTICS ON BROADWAY EVENT ON AUGUST 15, 2026

RECOMMENDATION: Adopt the resolution.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

11. 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.

12. 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 LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

Agency Negotiators: Greg McDanel, City Manager; Samantha Sahkrani, Human Resources Director/Risk Manager
Employee Organizations: Seaside Police Officers' Association, Seaside Firefighters' Association, Seaside Public Safety Managers' Association, Seaside City Employees Association, Seaside Managers Employee Association, Non-Represented Non-Exempt Confidential Employees, Non-Represented Exempt Confidential Employees, Executive Employees, Unclassified Exempt Employees, and Unclassified Non-Exempt Employees

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. 24CV002483
Case Name: Landwatch and Center for Biological Diversity v. City of Seaside, et al.

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

Two matters of potential litigation

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
January 15, 2026
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

REGULAR MEETING
440 HARCOURT AVE
Thursday, December 4, 2025
5:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held for invocation. The pledge was led by Council/Agency Member Garcia-Arrazola.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Peter Kaiser

6. PUBLIC AGENCY COMMUNICATIONS

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

The following events were announced:

- The Neighborhood Improvement Commission, in partnership with the Parks and Recreation Commission, is excited to announce the annual December Holiday Lights Contest! The deadline to enter is December 11, 2025, at 5 PM. bit.ly/lights2025 for all the details.
- 50th Community Holiday Luncheon, hosted by the Older Adults Program! December 20th, 2025, at the Oldemeyer Center's Laguna Grande Hall. Doors open at 10:30 AM, and a delicious holiday lunch will be served at 12 PM. Admission is free—but tickets are required. Each person may pick up up to four tickets, beginning December 1st at the Oldemeyer Center.
- Please remember: all recipient names must be provided when you pick them up. For more information, visit the Oldemeyer Center at 986 Hilby Avenue or call 831-899-6800.
- The Seaside Fire Department is spreading holiday cheer—one gift at a time. Now through Wednesday, December 17th, we're collecting new, unwrapped toys to brighten the season for local children right here in our community. Drop off your

donations at the Seaside Fire Department, located at 1635 Broadway Avenue in Seaside. To learn more, call 831-899-6790.

- The Seaside Police Activities League and Seaside Recreation are looking for volunteer youth basketball coaches! Practices are held one to two nights a week, games take place on Saturdays, and the season runs January through early March. For more information, call 831-899-6806.
- Seaside Farmers' Market at Laguna Grande Park. The Winter Market runs from 3 to 6 p.m., with box distribution happening from 4:30 to 6 p.m., or until the boxes run out. So, come after 3 p.m. to pick up a ticket and reserve your spot. Be sure to bring an ID, such as an EBT or MediCal Card, proving low-income status in order to receive your free weekly box.
- Join FOSPA on Saturday, December 6th at Lincoln Cunningham Park and on the 13th at Havana Soliz Park for a day of service and outdoor fun! For more information, including future workdays and locations, visit Friends of Seaside Parks.org.
- Join us on Saturday, December 13th, from 9 to 11 AM, for a holiday favorite... Cereal with Santa!
- As a service this rainy season, the City of Seaside has set up two sandbag filling stations for residents. The first filling station is located at the Seaside Fire Station at 1635 Broadway Avenue, behind the station at the Broadway entrance. The second station is in the empty lot on Canyon Del Rey, between Chili's Restaurant and Laguna Grande Park. Residents may take up to 10 sandbags per household. Due to possible weather conditions and staff dispatching, city staff may not be available to assist in filling sandbags. For more information, contact the Public Works Department at (831) 899-6835
- Join us on the City Hall Lawn on Friday, December 5th, from 6:00 to 9:00 PM, for the annual Winter Wonderland and Tree Lighting Ceremony! This event is FREE to the community, so, there's no reason (this side of a reindeer stampede) to miss out! For more information, please call (831) 899-6800.

7. CONSENT AGENDA

Items pulled: 8I was pulled by Karla Lobo and 8L was pulled by Council/Agency Member Miller from consent agenda.

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

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM NOVEMBER 20, 2025, REGULAR MEETING

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED & FILED

D. REVIEW OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 26-27 AND ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2026 – JUNE 30, 2027, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

ACTION: APPROVED

E. ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING SEPTEMBER 30, 2025

ACTION: ACCEPTED AND FILED

F. APPROVE A PROCLAMATION RECOGNIZING DECEMBER 7, 2025, AS NATIONAL PEARL HARBOR REMEMBRANCE DAY

ACTION: APPROVED

G. APPROVE CO-SPONSORSHIP AND FEE WAIVER FROM ACTION COUNCIL "BUILDING HEALTHY COMMUNITIES MONTEREY COUNTY BLACK CAUCUS" FOR COSTS ASSOCIATED WITH THE 2026 MARTIN LUTHER KING, JR. MARCH AND PROGRAM AT THE OLDEMEYER CENTER ON JANUARY 19, 2026, IN THE AMOUNT OF \$6,401.75

ACTION: APPROVED

H. APPROVE CO-SPONSORSHIP AND FEE WAIVER FROM ACTION COUNCIL "BUILDING HEALTHY COMMUNITIES" FOR COSTS ASSOCIATED WITH THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR ANNUAL "SEASIDE YOUTH LEADERSHIP SUMMIT" ON SATURDAY, DECEMBER 20, 2025, IN THE AMOUNT OF \$579.00

ACTION: APPROVED

I. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM SEASIDE TENANT ASSOCIATION AT HAMILTON, ELLIS, AND MARTIN PLAZA TO ASSIST WITH COST ASSOCIATED WITH THEIR YOUTH ANNUAL CHRISTMAS HOLIDAY PARTY ON DECEMBER 20, 2025

PUBLIC COMMENT: Karla Lobo

On motion by Council/Agency Member Garcia-Arrazola and seconded by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve Mayor's Youth Fund contribution request of \$3,000.00 from Seaside Tenant Association at Hamilton, Ellis, and Martin Plaza to assist with cost associated with their Youth Annual Christmas Holiday Party on December 20, 2025.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

J. ADOPT A RESOLUTION CANCELING THE JANUARY 1, 2026, REGULAR CITY COUNCIL MEETING

ACTION: ADOPTED RESO #25-128

K. ADOPT A RESOLUTION APPROVING THE ANNUAL PROGRAM COMPLIANCE REPORT IN SUPPORT OF PROJECTS FUNDED BY MEASURE X AND AUTHORIZING STAFF TO SUBMIT THE REPORT TO THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY

ACTION: ADOPTED RESO #25-129

L. ADOPT A RESOLUTION INCREASING THE HILBY AVENUE TRAFFIC CALMING CONSTRUCTION CONTRACT WITH MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$73,000.00 FOR ADDITIONAL TRAFFIC CALMING IMPROVEMENTS ON SONOMA AVENUE

PUBLIC COMMENT: Peter Kaiser

On motion by Mayor Pro Tem/Vice Chair Pacheco and seconded by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to adopt resolution increasing the Hilby Avenue traffic calming construction contract with Monterey Peninsula Engineering for an amount to exceed \$73,000.00 for additional traffic calming improvements on Sonoma Avenue.

RESULT: 4-1-0-0

AYES: Burks, Garcia-Arrazola, Oglesby, Pacheco

NOES: Miller
ABSTAIN: None
ABSENT: None

ACTION: ADOPTED RESO #25-130

8. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING THE REVISED MAYOR'S YOUTH FUND POLICY

PUBLIC COMMENT: Peter Kaiser, Karla Lobo

On motion by Mayor Pro Tem/Vice Chair Pacheco and seconded by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to adopt the resolution approving the revised Mayor's Youth Fund Policy.

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

ACTION: ADOPTED RESO #25-131

B. ADOPT A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE \$4,000,000.00 IN 2025 MID-CYCLE REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) GRANT FUNDING TO THE BROADWAY AVENUE COMPLETE STREETS CORRIDOR IMPROVEMENT PROJECT BUDGET

PUBLIC COMMENT: Roselyn Green, Peter Kaiser, Daja Robinson

On motion by Mayor Pro Tem/Vice Chair Pacheco and seconded by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to adopt the resolution approving the revised Mayor's Youth Fund Policy.

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

ACTION: ADOPTED RESO #25-132

C. ADOPT A RESOLUTION AUTHORIZING THE ACQUISITION OF LAND FROM MONTEREY SALINAS TRANSIT (MST) DISTRICT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL DOCUMENTS FOR THE DEVELOPMENT OF A PARK WITH TRANSPORTATION AMENITIES LOCATED WITHIN THE CAMPUS TOWN PLANNING AREA FOR \$270,000.00 PLUS COSTS, TO BE FULLY REIMBURSED BY THE CAMPUS TOWN DEVELOPERS THROUGH THE PUBLIC BENEFIT CONTRIBUTION

PUBLIC COMMENT: Karla Lobo, Susan Schiavone

On motion by Council/Agency Member Garcia-Arrazola and seconded Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to adopt the resolution authorizing the acquisition of land from Monterey Salinas Transit (MST).

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #25-133

9. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Consider a resolution opposing off-shore drilling (Garcia-Arrazola) – bring back for discussion.

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Community Social Services Grant Process (Pacheco) – January 15th agenda.

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

Reports provided.

11. CLOSED SESSION

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

PUBLIC COMMENT: None

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE 54957

Title: City Attorney

B. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

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

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

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

Two matters of potential litigation

12. ADJOURNMENT

With no further business, the meeting adjourned.

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: December 18, 2025

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of July 12, 2025, through August 22, 2025, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period July 14, 2025, through August 22, 2025.

Total Accounts Payable and Payroll for the following periods is:
July 12, 2025, through July 25, 2025 = \$1,561,065.60
July 26, 2025, through August 08, 2025 = \$1,223,985.02
August 09, 2025, through August 22, 2025 = \$2,652,875.54

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 is as follows:

- \$38,739.16 to BOYS & GIRLS CLUB OF MONTEREY COUNTY for FY2024/2025 Q4 Reimbursement for Seaside Clubhouse exterior lighting, surveillance, and parking lot projects.
- \$61,165.04 to CALIFORNIA-AMERICAN WATER for Multiple City water accounts under Cal-Am Water 05/22/25-06/24/25. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$56,814.90 to CALIFORNIA-AMERICAN WATER for Multiple City water accounts under Cal-Am Water 06/25/25-07/23/25. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$36,675.00 to COMMUNITY HUMAN SERVICES for Annual Allocation for FY 2025-26 CHS Joint Power Association.
- \$263,622.00 to COUNTY OF MONTEREY for Payment for FY 2025-26 Quarter 1 Dispatch Services.
- \$13,318.37 to DEPARTMENT OF TRANSPORTATION for Traffic signals & lights servicing for the period of April-June 2025.
- \$27,400.00 to WEST COAST CODE CONSULTANTS INC for Professional building plan review services for the period of April 2025.
- \$10,341.52 to VEHICLE SERVICE GROUP for Purchase of a replacement vehicle lift.
- \$29,207.50 to MONTEREY COUNTY DESTINATION MKTG ORG, INC. for Quarter 4 (04/01/2025-06/30/2025) TOT jurisdiction improvement investment.
- \$25,422.59 to MARINA LANDSCAPE, INC for Professional landscaping services for Fremont median renovation project for the period of April 2025.
- \$12,350.00 to HOPE SERVICES for Maintenance services for the period of June 2025.
- \$13,585.00 to HOPE SERVICES for Maintenance services for the period of July 2025.
- \$42,213.41 to JMS CEMENT CONTRACTORS INC for Professional construction services for Citywide CDBG ADA curb ramp project.
- \$160,281.15 to JMS CEMENT CONTRACTORS INC for Professional construction services for PD parking lot renovation project.
- \$202,664.29 to CUSTOM TRUCK ONE SOURCE, INC for Purchase of a Ford F550 4x2 bucket truck for Public Works department.
- \$87,109.90 to JOSEPH A GOITIA for Professional construction services for the Fire Station No. 1 kitchen renovation for the period of June 2025.
- \$42,261.81 to JOSEPH A GOITIA for Professional construction services for the Fire Station No. 1 kitchen renovation for the period of July 2025.
- \$16,750.00 to FARIS NEMRI for Refund issued on paid water allocation units.
- \$14,000.00 to JOHN E ARRIAGA for Fees for professional services for the periods of July-August 2025.
- \$36,064.39 to MONTEREY CO. CONVENTION & VISITOR'S BUREAU for TID (Tourism Improvement District) remittance for the reporting period of May 2025

- for the 13 Seaside motels/hotels.
- \$40,161.83 to MONTEREY CO. CONVENTION & VISITOR'S BUREAU for TID (Tourism Improvement District) remittance for the reporting period of June 2025 for the 13 Seaside motels/hotels.
 - \$19,211.40 to MONTEREY BAY AIR RESOURCES DISTRICT for Per Capital Assessment for FY 2025-26.
 - \$10,688.00 to MONTEREY COUNTY D.A.'s OFFICE for Payment for FY 2023-24 blood alcohol analysis costs.
 - \$35,890.32 to WALLACE GROUP for June 2025 Invoices for projects: Lincoln Cunningham Arterial Trail, Campus Town Water Augmentation, Bike Safe Grates prof svcs.
 - \$46,330.00 to MONTEREY REGIONAL WASTE MGMT. DIST. for 50% FY 2024-2025 Annual Proportionate Share of Costs of CA Senate Bill 1383 Implementation activities.
 - \$75,088.53 to PACIFIC GAS & ELECTRIC for Collective accts for street lights, highway lighting, park lights and city office buildings. Service for the statement period of 06/24/25-07/23/25.
 - \$11,994.38 to SAN DIEGO POLICE EQUIPMENT CO., INC. for Purchase of ammunition for the Police Department.
 - \$53,796.72 to U.S. BANK-CALCARD for City of Seaside purchase card transactions for the billing period of June 2025.
 - \$14,548.68 to HARRIS & ASSOCIATES, INC. for Campus Town Phase 1 Demolition services for ther period of 05/25/25-06/28/25.
 - \$177,941.55 to DON CHAPIN COMPANY, INC. for June 2025 construction services for the Corp Yard detention pond project and Fremont/Monterey Rd sidewalk project.
 - \$30,242.09 to MONTEREY COUNTY AUDITOR-CONTROLLER for City's portion of FY 2025-26 LAFCO Budget Allocation.
 - \$283,905.14 to MARINA COAST WATER DISTRICT for Recycled water meter services for the period of July 2025.
 - \$91,626.80 to AXON ENTERPRISE, INC. for Bundle for officer safety plan 10 - supplies for Police Department.
 - \$23,699.41 to MONTEREY PENINSULA ENGINEERING for Professional construction services for the Lincoln-Cunningham arterial trails project through June 2025.
 - \$21,528.80 to TRAFFIC AND PARKING CONTROL CO., INC for Purchase of supplies for Coe Ave traffic calming street sign upgrades.
 - \$11,864.53 to JAIME MORALES for Repair of 2021 Ford Police Interceptor utility vehicle.
 - \$10,239.20 to MICHAEL BAKER INTERNATIONL INC. for CDBG Administration Services for the periods of March-June 2025.
 - \$11,468.14 to KIMLEY-HORN AND ASSOCIATES, INC. for Professional services for the Campus Town Development project for the periods of May-June 2025.
 - \$15,937.96 to MONTEREY ONE WATER for SCSD prof. services for Lift Station

Maintenance during April-June 2025.

- \$10,993.83 to STURDY OIL COMPANY for 2,006 gallons of regular gas (ethanol) and 678 gallons of clear diesel delivered to the public works department on 07/16/2025.
- \$10,677.08 to HUNTINGTON PUBLIC CAPITAL CORP. for Lease contract payment for the Energy Project at City Hall, City Library, and Fire Department locations for the period ending 07/31/25.
- \$22,578.56 to ENTERPRISE FM TRUST for Monthly payment for (21) leased City vehicles for the period of August 2025.
- \$13,096.90 to MEYERS NAVE, A PROFESSIONAL CORPORATION for Professional legal services for Seaside Highlands and GPU Litigation through the period of June 2025.
- \$177,381.15 to JMS CEMENT CONTRACTORS INC for Professional construction services for PD parking lot renovation project.
- \$27,250.00 to PLACER LABS INC. for Payment for professional location based services and analytics.
- \$32,048.41 to U.S. BANK-CALCARD for City of Seaside purchase card transactions for the billing through June 30, 2025.
- \$35,231.85 to U.S. BANK-CALCARD for City of Seaside purchase card transactions for the billing period of July 2025.
- \$73,794.00 to VILLAGE PROJECT INC. for BSCC-Prop 47 Grant invoices for the periods of April-May 2025.
- \$36,945.00 to CALIFORNIA JOINT POWERS INSURANCE AUTHORITY for FY 25-26 liability and worker's compensation premium for the Seaside County Sanitation District.
- \$33,420.54 to MONTEREY ONE WATER for Monterey Regional Stormwater Management Program for the period of 01/01/25-06/30/25.
- \$25,563.00 to MAZE & ASSOCIATES for City Audit services for fiscal year ending 6/30/2025.

The Net Payroll and Payroll benefits total was \$4,139,085.18.

The remaining checks, totaling \$556,067.97, 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

Effective Accessible Governance

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: December 18, 2025

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of July 12, 2025 through August 22, 2025, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period from July 14, 2025 through August 22, 2025. Total Accounts Payable and Payroll for the above referenced period is \$831.05.

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

Effective Accessible Governance

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: Jessica Riley, Finance Director

DATE: December 18, 2025

**SUBJECT: REVIEW AND ACCEPT ANNUAL REPORT ON USE OF
DEVELOPMENT IMPACT FEES FOR FISCAL YEAR ENDING JUNE
30, 2025**

RECOMMENDATION

Accept and file the report.

BACKGROUND

California Government Code Section 66006(b)(1) requires the City to report annually on the collection and use of development impact fees, including beginning and ending fund balances, interest earned, and expenditures for the fiscal year. The report must be made available to the public at least fifteen days in advance of review by the City Council at a regularly scheduled public meeting. Staff did not receive any requests for special notice from interested parties.

Under the Mitigation Fee Act (Government Code Section 66000 et seq.), the City is authorized to impose, collect, and expend development impact fees to mitigate impacts from new development. The City's currently active development impact fees include Fair Share Fees collected through developer agreements and the Water Capacity Fee, which ensures that development contributes to necessary water system capacity improvements.

The Annual Report for the fiscal year ending June 30, 2025, included as Attachment 1, contains all information required by Section 66006(b). Key highlights for this fiscal year include:

Fair Share Fees:

- No new Fair Share Fees were collected.
- The City expended \$14,179.63 of previously collected fees for design work on Fire Station #2.

Water Capacity Fees:

- The City's Municipal Water System collected \$10,618 from one development project requiring adequate fire-sprinkler water flow.

All Water Capacity Fees collected were fully expended as follows:

- \$2,670 for work on the Water Master Plan, a long-term planning document with an estimated total cost of \$18,200. A water rate study is currently underway to support future implementation.
- \$7,948 for the MCWD Intertie Project, an emergency water interconnection design. The project was cancelled in February 2025 after analysis confirmed that the existing CalAm intertie provides adequate emergency supply. The project is formally cancelled effective July 1, 2025.

Development impact fee funds are accounted for separately from all other City funds. Interest earnings and expenditures are recorded in accordance with governmental accounting standards and must be used solely for the purposes for which the fees were collected.

FISCAL IMPACT

There are no fiscal impacts associated with accepting the report.

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

1. Attachment 1 Annual Developer Agreement_Impact Fees_FY25

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

City of Seaside, California

Development Impact Fees Report Developer Agreement Fair Share Fees Fiscal Year Ended June 30, 2025



Prepared by City of Seaside Finance Director
Jessica Riley

City of Seaside, California
Development Impact Fees Report
Developer Fair Share Fees
Fiscal Year Ended June 30, 2025

The Mitigation Fee Act (Government Code §66000 et seq.) requires local agencies to report annually on the collection and use of development impact fees. This Annual Report covers the period July 1, 2024 through June 30, 2025 and includes all disclosure elements required by Government Code §66006(b).

(A) A brief description of the type of fee in the account or fund.

Fair Share Fees - Fees collected are used for the planning, design, construction or support activities of facilities in existence at the time the charge is imposed or for new facilities to be constructed in the future that are necessitated by the development project.

No Fair Share fees were collected in the reporting period of 7/1/2024 – 6/30/2025

Water Capacity Fees – Adopted to ensure that new development contributes toward necessary water infrastructure capacity.

During 2024/25, the City collected \$10,617.92 in Water Capacity Fees for a project requiring sufficient water flow to support the building's fire sprinkler system.

(B) Current Fee Amounts Collected in FY 2024/25.

Fair Share Fees: \$0
Water Capacity Fees: \$10,617.92

(C) The beginning and ending balance of the account or fund. See statement below.

(D) The amount of the fees collected and the interest earned. See statement below.

Statement of Revenues, Expenditures and Changes in Fund Balance	
For the Year Ended Jun 30, 2025	
REVENUES	
Interest	\$ 25,325
Total Revenues	\$ 25,325
EXPENDITURES	
Fire Station Design	\$ 14,180
Total Expenditures	\$ 14,180
OTHER FINANCING SOURCES (USES)	
Transfers in	\$ -
Transfers out	\$ -
Total Other Financing Sources & Uses	\$ -
REVENUES OVER (UNDER) EXPENDITURES	\$ 11,145
Beginning Fund Balance as of 07/01/24	\$ 811,571
Ending Fund Balance as of 06/30/25	\$ 822,717

Water Capacity Fees	
For the Year Ended Jun 30, 2025	
REVENUES	
Water Capacity Fees	\$ 10,618
Total Revenues	\$ 10,618
EXPENDITURES	
Water Master Plan	\$ 2,670
MCWD Intertie	\$ 7,948
Total Expenditures	\$ 10,618
OTHER FINANCING SOURCES (USES)	
Transfers in	\$ -
Transfers out	\$ -
Total Other Financing Sources & Uses	\$ -
REVENUES OVER (UNDER) EXPENDITURES	\$ 0
Beginning Fund Balance as of 07/01/24	\$ -
Ending Fund Balance as of 06/30/25	\$ -

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

- Fees were transferred to the Capital Project fund for Government Facilities (Fund 344). The expended funds in the amount of \$14,179.63 were used for design of a second fire station on the north side of the City of Seaside.
- Water Capacity Fees were transferred to Water Master Plan in the amount of \$2,670 and to the MCWD Intertie Project in the amount of \$7,948.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Fires Station # 2 Design and Construction

- A Second Fire Station on the North side of the City of Seaside.
- Estimated cost is between \$24,000,000.00 and \$34,000,000.
- Status is ongoing.

Water System Capacity Improvements – Water Master Plan

- Comprehensive evaluation of long-term water system requirements, storage, capacity, and regulatory needs.
- Estimated cost is \$18,200.
- Status is ongoing.
-

Water System Capacity Improvements – MCWD Intertie Project

- Design and construction of an interconnection with the Marina Coast Water District (MCWD) waterline to provide an emergency potable water source for Seaside's Municipal Water System.
- Project was cancelled in February 2025 after determining that the existing intertie with CalAm already provides adequate emergency supply

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

- Fees were transferred to the Capital Project fund for Government Facilities (Fund 344). The transferred funds were used for design of a second fire station on the north side of the City of Seaside.
- No transfer for Water Capacity fees as expenditures were recorded directly from the fund.

(H) The amount of the refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal 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: December 18, 2025

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
OF \$3,000.00 FROM THE SEASIDE AQUATIC CLUB TO ASSIST
WITH COSTS FOR POOL RENTAL FEES AND TEAM SUPPLIES**

RECOMMENDATION

Approve the request.

BACKGROUND

The Seaside Aquatic Club is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with the swim team, which include pool rental fees, pool maintenance, supply costs and Red Cross registration fees. Funds are also established to help subsidize low-income swimmers from the Seaside High School Swim Team who are interested in swimming year round. The Dolphins provide swim lessons to "grow" future swim team members as well as American Red Cross Lifeguard training classes for the community. Many of the team swimmers become certified lifeguards and work at local pools providing valuable resources for the community.

The Seaside Aquatic Club participates in the annual Coastal Clean-up Day held each year in Monterey County, and they also recycle aluminum cans and plastic materials as a way to raise additional funds for the program. In addition, the Seaside Dolphins hold three major fund-raisers each year to help support the team and to keep fees affordable.

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 December 05, 2024, City Council Meeting. They 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 \$35,122.20. If the City Council approves this request, the balance will decrease to \$32,122.20. 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 Aquatic Club - The Dolphins 2025
- 2. 501(c)(3) - Seaside Aquatic Club
- 3. Mayors Youth Fund Closing Report 2024

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

MAYORS YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION

Organization

Seaside Aquatics Club – The Dolphins

Name of Applicant

Coach Ken Fittro

Address: P.O. Box 950, Seaside, CA 93955

Phone: (831) 402-0312 - Additional Phone Number: (831) 233-4463

Email: backstrider@aqi.com

Number of Participants: 80+ Seaside Residents/Student: 70% Ages of Participants: 5-18

Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more of the following: Scholastic, Athletic, Music, Environmental, Art, Other _____

Athletic

Is funding a reward for one of these activities? No

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

Seaside Aquatics Club – The Dolphins Swim Team was established in 1993 by Coach Ken Fittro.

In 1993 We participated in a meeting with the Parks and Recreation Director, Lewis Jackson. In this meeting Mr. Jackson shared with us a little known statistic, that remains true today. “US drowning deaths disproportionately affect minority groups and more children ages 1-4 die from drowning each year, than any other cause of death, while drowning continues to be the second leading cause of unintentional injury death for children ages 5-14.”

Mr. Jackson’s challenge to us was to start a Competitive Youth Swim Team in Seaside. On November 23, 1993, the Seaside Aquatic Club Dolphins was introduced to the Community of Seaside, later becoming a 501c3 Nonprofit organization on February 6th, 2003. To this day we serve the community of Seaside and outlying communities within the County of Monterey. Our Mission Statement says “There is a place for all ages on the Seaside Dolphins”, our credo is- **Swimming is the only sport that can save your child’s life”!** who believes that there is a place for swimmers of all ages and abilities and that swimming is the only sport that can save a life.

No child is turned away regardless of skill level. Children with little or no swim experience can participate in the swim lesson program and join the team once they are taught the fundamentals.

2. Description of how funds will be specifically used for youth groups, activities, and events:

All funds raised to support the costs associated with a year round swim team. Those costs include pool rental fees, supply costs and Red Cross registration fees. Funds also are used to help subsidize low income swimmers from the Seaside High School Swim Team who are interested in swimming year-round. The Dolphins also offer a swim lesson program which helps promote safe swimming for all youth in the community as well as to “grow” future swim team members. American Red Cross Certified Lifeguard Training Classes are offered as well for the community. Many of the team swimmers become certified lifeguards and work at local pools providing a valuable resource for the community.

3. Describe how the event, activity, or program contributes to environmentally sustainability and climate resilience.

Examples may include reduction, recycling or reuse efforts, clean-energy or solar power education, water conservation, pollution prevention, community cleanups, school garden projects, habitat restoration or other activities that support a healthy and sustainable environment.

Related to the goals of recycling, clean-up and sustainability, the swim team participates and promotes the annual Coastal Clean Up Days each year. The team receives a donation each year from the Big Sur Marathon for stringing marathon medallions and also to help clean up after the Big Sur Marathon and Half Marathon. Every year the Seaside Aquatics Club hosts the PCAL’s (Pacific Coast Athletic League) high school championships and the CVAL’s (Coast Valley Aquatic League) championships and is responsible for providing the recycling station at both meets. They are also responsible for cleaning up after each meet and collect salvage plastic and aluminum materials gathered.

4. Description of how the event, activity, or program has a municipal community benefit:

Examples may include representing Seaside in regional competitions, providing community service, supporting a local event, environmental improvements, leadership development, or youth engagement consistent with the City goals:

For over thirty years, Seaside Aquatic Club has member swimmers who represent every High School in Monterey County, in the Pacific Coast Athletic League as well as winning Multiple Team Championships in the Summer Swim League- the Coast Aquatics League. We also have

had multiple swimmer representatives of the City in Leadership Roles in Pacific Swimming and All-Star Teams around the State and the country.

As a member team of the US Swimming Association, the Olympic Umbrella of U.S. Aquatics Programs and Pacific Swimming, our Seaside swimmers have participated in regional and national level swim meets including Far Westerns, Sectionals, Jr. Nationals, and Sr. Nationals, which are all National Championship level meets swum around the United States.

Our Open-Water Swimming program has won five Team Championships at the Alcatraz Open Water Swim, as well as participation in USA-Swimming Nationals Open Water Swimming Championships.

Many dozens of our Seaside Aquatic Club Swimmers have participated in the California CIF State Meet and Collegiate level swimming at Conference and National Level Championships events.

Our Swimmers and coaches have volunteered in numerous capacities with the Big Sur Marathon Foundation events, the Salinas Rodeo, the Great American Cleanup, Monterey Bay and Wildflower Triathlon, and Car Week events. Over the years the team volunteered in the City of Seaside's Christmas and 4th of July parades. We have been honorable stewards of our community and our sport.

Our Swim Team has represented the City of Seaside well over the years. Many members go on to college and have received swimming scholarships that help defray their college expenses. However, most importantly, the team has provided an opportunity for all young people interested in swimming to participate; both individually and as a team. Seaside Aquatics Club believes every child should learn how to swim; not just for competition but for their health and safety. It is a skill that once learned, can be of benefit to them when they become adults and senior citizens as well.

5. What other fundraising activities are you participating in to fund your event, program, or activity? What other funding sources will supplement your requ

The Seaside Dolphins hold three major fund raisers each year to help support club operations. These include the 4th of July fireworks sales, Big Sur Marathon and Half Marathon, and Salinas Monster Truc event. The team also applies for any local grants or funding that become available.

Total Amount Requested: (See Contribution Limits) \$3000.00

Applicant Signature: Kenneth Zitt

School-affiliated requests require district approval: Not Applicable.

Name: _____

Title: _____

School/District: _____

Signature: _____

Date: _____

SEASIDE AQUATICS CLUB – THE DOLPHINS

PO BOX 950

SEASIDE, CA 93955

November 24, 2025

Mayor Ian Oglesby
City of Seaside
440 Harcourt
Seaside, CA 93955

Dear Mayor Oglesby and Council Members:

Attached is an application for funding from the Mayor's Youth Fund for the Seaside Aquatic Club. Our club has a long history in the City of Seaside and was started in 1994 at the Pattullo Swim Center under the City of Seaside. It became a non-profit organization in early 1997; starting with a handful of youth and has grown to over 100 strong.

We currently swim at pools on the Monterey Peninsula including the Pattullo Swim Center and Hartnell College. We believe that swimming is an equal opportunity sport and anyone can participate and nobody should be excluded. Swimming allows young people the opportunity to train individually and learn together as a team. Swimming fosters positive relationships and having a diverse team makes our community better. It is also the only sport that can save a child's life.

Public schools have cut PE aquatics classes and minority participation in aquatics is historically very low. Approximately 60% of African Americans and Hispanics have low to no swimming ability and minorities have a high drowning rate in the United States.

Our team relies on donations from a variety of sources but costs continue to rise. This donation will go towards expenses related to the team including pool rental fees, youth scholarships and Red Cross training materials and training. Many of our members become strong swimmers and we provide training for them to become Red Cross certified lifeguards. This training allows them to become employed as lifeguards at many of the local pools including the Pattullo Swim Center.

The team is a strong supporter of the goals related to recycle, clean-up and green sustainability. We recycle hundreds of pounds of bottles and cans year round and use those proceeds to help fund our program. Each year we also participate in the annual county beach cleanup days that are held on local beaches. We use this opportunity to teach our swimmers the importance of volunteering and stewardship of beaches. The team also participates in open water swims such as the Alcatraz Swim held each year. Many of our swimmers participate in these swims and practice for them in the Monterey Bay.

We are requesting a donation of \$3,000.00 and would appreciate your consideration of our request.

Sincerely,

Kenneth Fittro
Head Coach - Seaside Aquatics Club – The Dolphins



Contact Us Now

831-394-0533

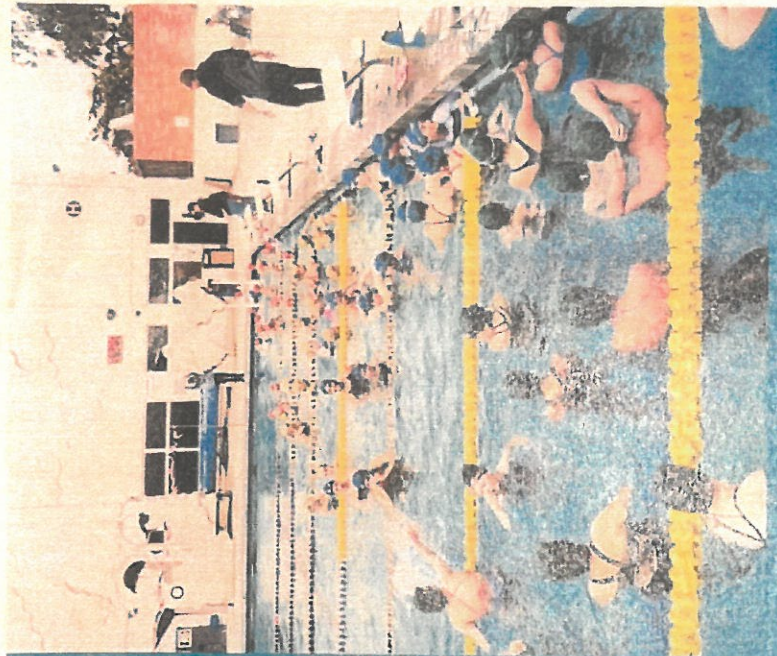
TEAMMANAGER@THEDOLPHINS.ORG

SWIM CLUB

About The Dolphins!

The Seaside Dolphins started in 1993 by Coach Ken Fittro who believes that there is a place for swimmers of all ages and abilities. Practice groupings are based on both age and ability, with group consistency being the primary goal. We want to foster the love and appreciation of the sport, along with wonderful friendships and the "life lessons" that competitive swimming offers to young people.

Swimming is the only sport that can save your child's life!



Check Us Out on Social Media!

FACEBOOK:
@SEATHEIDOLPHINS

INSTA:
@SEASIDEDOLPHINS



There is a place for swimmers of all ages and abilities on The Dolphins. Practice groupings are based on both age and ability, with group consistency being the primary goal. We want to foster the love and appreciation of the sport, along with wonderful friendships, the love of the sport and the "life lessons" that competitive swimming offers to young people.



OUR COACHES ARE QUALIFIED, CERTIFIED, EXPERIENCED AND WELL TRAINED

The Dolphins has Age-Group Champions, Team Champions, Open Water Swimming Champions and National Level Qualifiers.

ADDITIONAL DOLPHINS PROGRAMS

- Adult Masters Swimming*
- Open Water training and Competition*
- High School Water Polo and Swimming Season preparation*
- First Aid, CPR, and Lifeguard Training available.*

WHAT PARENTS SHOULD LOOK FOR IN YOUTH SPORTS

When choosing a sport for your child, parents sift through the wealth of available choices to find those that provide the greatest benefits. The following should help you evaluate what your child's needs are as they're growing.

The most important of all is aerobic fitness for increased capacity and slower heart rate.

Children need to safely build strength for the ability to easily meet all of life's physical challenges.

Flexibility for easy movement of all major joints and limbs.

Sports should teach coordination, the basis for skillful, graceful empowered movement.

Sports teach an appreciation of a healthy lifestyle. Parents look for experienced, qualified, and caring coaches in a family social centered program.



**Age Group Swimmers*
25 yd. freestyle, backstroke, breaststroke, Butterfly nonstop.
Develop flip turns
Competitive starts
Learn how to use the pace clock
Enjoy being with your coach and friends
Have fun!!!*

**Juniors to Senior Elite*
Our most experienced swimmers have begun to increase their commitment to the sport. They continue with team bonding in order to support each other. As our more advanced swimmers increase this commitment to swimming we insist that they maintain good academic standing in school. These swimmers have indicated a desire to swim in college.*

**Competition*
Our athletes enter monthly sanctioned swim meets. The Dolphins are affiliated with Pacific Swimming and the National Amateur Association that oversees swimming program to the Olympic level.*

SEASIDE AQUATICS



2017

The Dolphins

2017

2017 COAST VALLEY AQUATICS LEAGUE CHAMPIONS

Head Coach: [Name] Assistant Coach: [Name] [Additional text describing the team's achievements and members]



INTERNAL REVENUE SERVICE
P. O. BOX 2506
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 06 2003

SEASIDE AQUATICS CLUB INC
PO BOX 930
SEASIDE, CA 93955

Employer Identification Number:
77-0474015
DIN:
17851234021022
Contact Person:
RAYMOND WILKES ID# 75105
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(c) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1983, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

SEASIDE AQUATICS CLUB INC

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-245, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Letter 947 (DO/CS)

SEASIDE AQUATICS CLUB INC

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



fa Lois G. Lerner
Director, Exempt Organizations

Letter 947 (DO/CG)

MAYOR'S YOUTH FUND CLOSING REPORT*

Date Mayor's Youth Fund was approved by council: December 5, 2024

Name of Organization: Seaside Aquatics Club – The Dolphins

Contact: Kenneth Fittro, Head Coach

Address: P.O. Box 950, Seaside, CA 93955

Email/Phone: backstrider@aol.com (831) 402-0312

Amount of Donation Received: \$3,000.00

What Items were purchased with Mayor's Youth Fund Donations: Mayors Youth Funds were used to help with costs associated with the Dolphin's Swim team.

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.

For several year the swimmers from the Seaside Aquatic Club/ The Dolphins volunteer at the annual Big Sur Marathon and half marathon held on April 2024 and September 2024. This is one of our fundraisers for the team. They were string all of the medals for the participants of the races and also do clean up an recycling of trash that was accumulated on both race days. They are also signed up to volunteer at the for 2025 Big Sur Marathon and Half Marathon. Swimmers also commit to assisting with the team's recycling program which brings in some funds for the team's operations. Each swim meet designated volunteers collect all the cans and plastic bottles left after each swim meet. The last swim meet they collected at was held at the Morgan Hill Swimming Pool in January of 2025 as well as the upcoming CVAL swim meet to be held at Hartnell College in July 2025. Volunteers also worked at the 2024 Monster Truck Show in Salinas selling soft drinks and collecting recyclable cans and every Fourth of July the swimmers help out with the trash collection and clean up of the fireworks booth located on Broadway in Seaside. All swimmers were invited to participate in the California Coastal cleanup Days held on September 21, 2024 in Del Rey Oaks. This event is promoted heavily by the team and over the years had a very good turnout of swimmers.

- 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.F.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: December 18, 2025

**SUBJECT: REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY
COMMITTEE RECOMMENDATIONS FOR A BLUE CURB AT 1111
HAMILTON AVE**

RECOMMENDATION

Deny the request as recommended by the Traffic Advisory Committee (TAC).

BACKGROUND

The Traffic Advisory Committee (TAC) reviewed and provided a recommendation regarding a blue curb application at the November 18, 2025 regular meeting. A summary of the recommendation which was denied is presented below.

Blue Curb Application

The resident at 1111 Hamilton is requesting the installation of blue curb to the north of their driveway approach. The TAC application is dated September 9th, 2025 (attachment 1).

1111 Hamilton Ave is one of two residences on a single family residential parcel. The other house is to the west and is on the corner of Hamilton Ave and Terrace St. Hamilton Ave is a two-way residential street, with a posted speed limit of 25 miles per hour (mph). Hamilton runs east-west, and has parallel parking on both sides of the street. The street is approximately 35.5 feet wide, from face of curb to face of curb. Sidewalks measuring approximately 5 feet wide are present on this block. Single-family

residences are present on this block. The lot has approximately 126 feet of street frontage along Hamilton, and 81 feet of street frontage along Terrace St. There is a driveway from Terrace St, which is 13.5 feet wide at the curb. This driveway connects to a parking area at the rear of the house (Item No. 5.A. Page 2 of 3). The resident keeps a commercial truck parked there, and the other residents often park their own cars there, blocking her in. The resident stated that she has a handicap parking permit, and due to arthritis, she cannot move around very easily. She stated that because parking spots are rarely available near her residence, she has to walk a block or two after parking.

Per SMC 10.32.240 A.5, Curb markings to indicate no stopping and parking regulations. "Blue indicates parking limited exclusively to the vehicles of physical handicapped persons."

Public Right of Way Accessibility Guidelines (PROWAG) section R310.2 outlines the requirements for American with Disabilities Act (ADA) compliant parallel parking spots. This regulation is summarized as follows:

R310.2.1 Dimensions

Parallel on-street parking spaces shall be at least 24 feet (7.3 m) long minimum and 13 feet (4.0 m), and shall not encroach on the traveled way, except where spaces are altered but the adjacent pedestrian circulation path is not. Any accessible parallel on-street parking spaces provided may have the same dimensions as the adjacent parallel spaces if they are provided nearest a compliant crossing with a curb ramp or blended transition. The right of way should not be less than 9 feet in width.

R310.2.2 Pedestrian Access Route Connection

Each parallel on-street parking spaces shall connect to pedestrian access routes. Where curb ramps and blended transitions are used, they shall not reduce the required width or length of the parking spaces and shall be located at either end of the parking space.

In order to conform with the above regulations, curb and sidewalk alterations would be required in order to place the ADA parking space in front of 1111 Hamilton Avenue. The current width from the centerline of the right of way to the back of the sidewalk is approximately 22.75 feet. A minimum width of 27.5 feet, from centerline to the back of the sidewalk, is required to install the appropriate curb and sidewalk alterations. Alternatively, a section of blue curb may be painted to designate an ADA-compliant parking spot adjacent to a corner curb ramp, or midblock crossing with a curb ramp. The corner of the property at Hamilton Ave and Terrace St has an ADA compliant ramp, though it cannot be used because there is not enough space between the corner and the nearest driveway approach for a standard parking space.

TAC recommends denying the blue curb in front of 1111 Hamilton Ave, noting available parking space in the rear of the residence.

FISCAL IMPACT

There is no fiscal impact associated with the installation of blue curb in front of 1111 Hamilton Ave. The cost of installing colored curb and any required sidewalk modifications is paid by the applicant.

STRATEGIC PRIORITY

Community Safety & Quality of Life

ATTACHMENTS

- 1. 1111 Hamilton Colored Curb

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



Traffic Advisory Committee Request Application

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

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

Name: Lorenza F. Martinez Date: 09/09/2025

Address: 1111 Hamilton Ave Seaside CA 93955 Phone: [REDACTED]

Type of Request (check all that apply):

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

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: I need the parking space in front of the property 1111 Hamilton Ave Seaside CA 93955 because ~~para~~ I am disabled and my doctor gave me disability for life because of my Arthritis and recent surgery. I have handicap parking permit. There is usually never parking because a lot of people there have multiple vehicles. My driveway is occupied with a commercial vehicle that remains there. That is why I kindly request a parking space in front of my home.

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

TAC REQUEST PROCEDURE

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

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

Fees

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

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

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

PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

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


 Applicant Signature

09/09/2025
 Date



Requested location of Blue Curb



Proposed Curb Location.



Front of Property.



Example of parking availability, taken at 11am.



Rear parking area.



Example of recessed ADA compliant parking space being constructed on Lincoln St.



Example of recessed ADA compliant parking space being constructed on Lincoln St.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: December 18, 2025

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH PERSPECS DEVELOPMENT SERVICES, LLC IN AN AMOUNT NOT TO EXCEED \$200,000.00 TO PROVIDE BUILDING AND SAFETY SERVICES TO THE BUILDING AND CODE ENFORCEMENT DEPARTMENT

RECOMMENDATION

Adopt the resolution.

BACKGROUND

Building, Safety and Code Enforcement Services requires staff with specialized knowledge and expertise in various areas of design and construction related to building code standards. These areas include but are not limited to, architectural, structural, fire-safety, accessibility/CASp (Certified Access Specialist), energy, mechanical, electrical and plumbing.

The City, on occasion, is in need of consultants who specialize in these fields to provide additional technical support for City staff. With multiple small, medium and large projects in the queue. The City has been without a Chief Building Official since November 2024, and is in need of continued building, safety and code enforcementservices to augment our current staff in providing plan check, field inspection, and permitting services.

Albert Salvador has been assisting the City in this role since March 2024, through a contract with West Coast Consultants. Instead of contracting for services through West

Coast Consultants, staff recommend contracting directly with Mr. Salvador through his company Perspecs. This will allow the City to maintain continuity of operations through the Building and Code enforcement department. Mr. Salvador also has some creative ideas on how to streamline the provision of inspection and other services within the department through his extensive knowledge and his permit tracking application.

The City of Seaside requires the retention of a Building Official with specialized knowledge to provide department and large (ongoing) project continuity, together with specialized knowledge of systems designed to streamline the building permit and inspection process. This role demands expertise beyond standard qualifications, involving advanced skills in technology integration and process optimization.

According to the Seaside Municipal Code, competitive negotiation is an appropriate procurement method when the service involves specialized knowledge or personal skill, such as those provided by attorneys, architects, accountants, and specialized consultants. The Building Official position, with its requirement for advanced software knowledge, clearly falls within this category.

FISCAL IMPACT

The funding for Building and Safety Services Contract are within the Building and Code Enforcement Services Department Budget for this fiscal year.

STRATEGIC PRIORITY

Effective Accessible Governance, Community Safety & Quality of Life

ATTACHMENTS

- 1. Exhibit A - Professional Services Agreement FY25-26 - Seaside - Perspecs_signed
- 2. Resolution Perspecs

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT FOR
BUILDING AND SAFETY SERVICES**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of January 1, 2026 between the City of Seaside ("AGENCY"), a municipal corporation and Perspecs Development Services, LLC ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on January 1, 2026 and shall remain and continue in effect until tasks described herein are completed, but in no event later than one (1) year with an option to extend for two (2), six month terms OR unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

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

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

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

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Thousand Dollars (\$200,000.00) for each Fiscal Year through the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT. Notwithstanding the total contract amount, payments to the CONSULTANT shall not exceed Two Hundred Thousand Dollars (\$20,000.00) for the remainder of the current fiscal year, unless otherwise authorized in writing by AGENCY.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

VII. DEFAULT OF CONSULTANT

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

VIII. OWNERSHIP OF DOCUMENTS

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

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

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

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

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

B. Duty to defend

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

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

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

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

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

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

XVI. NOTICES

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

To AGENCY: City of Seaside
Greg McDanel, City Manager
440 Harcourt Ave.
Seaside, CA 93955

To CONSULTANT: Perspecs Development Services, LLC
Albert Salvador, P.E., C.B.O., Principal
273 Warwick Dr.
Campbell, CA 95008

XVII. ASSIGNMENT

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

XVIII. LICENSES

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

XIX. GOVERNING LAW

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

XX. ENTIRE AGREEMENT

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

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
(Signature)

Albert Salvador, P.E., C.B.O.
Principal
Perspecs Development Services, LLC

Greg McDanel
City Manager
City of Seaside

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

EXHIBIT A

TASKS TO BE PERFORMED

1. Building and Safety Services

Provide comprehensive building and safety services to support the jurisdiction's efforts in ensuring safe, code-compliant construction. This includes technical support, coordination with internal departments, and assistance to the public and design professionals regarding building code requirements and processes.

2. Building Official Services

Serve as the designated Building Official or in support of the jurisdiction's Building Official. Responsibilities include administering and interpreting applicable codes, managing inspection and plan review functions, resolving complex code issues, attending public meetings as needed, and ensuring consistent application of regulations and policies.

3. Building Inspection Services

Conduct field inspections for all phases of construction, including foundation, framing, mechanical, electrical, plumbing, energy, and final inspections. Ensure compliance with approved plans, applicable California Building Codes, local amendments, and permit conditions. Provide timely documentation and communicate findings with contractors, owners, and City staff.

4. Professional Plan Review Services

Provide detailed plan review services for building permit applications to verify compliance with the most recently adopted editions of the California Building Standards Code (Title 24), including structural, architectural, mechanical, electrical, plumbing, energy, green building, and accessibility requirements. Coordinate with applicants and City staff to resolve plan deficiencies and facilitate permit issuance.

5. Project Management Services

Provide dedicated project management for large-scale and high-impact development projects such as the Grand Hyatt, Campus Town, and similar initiatives. Act as a central point of coordination between developers, City departments, and consultants to ensure timely review, permitting, and inspection. Responsibilities include facilitating development coordination meetings, monitoring plan review and permit progress, resolving interdepartmental issues, ensuring compliance with project conditions and

regulatory requirements, and maintaining consistent communication with all stakeholders to keep projects on schedule and aligned with City goals.

6. Code Enforcement Services

Provide code enforcement services to investigate complaints and ensure compliance with municipal codes related to building, housing, and property maintenance. Duties include conducting field investigations, documenting violations, issuing notices or citations, coordinating corrective actions, and preparing cases for administrative hearings or legal proceedings when necessary.

EXHIBIT B
PAYMENT SCHEDULE

1. Building Official / Building Services / Project Management: \$200/hr.
2. Plan Review Services: 65% of plan review fee or \$145/hr for hourly reviews.
3. Expedited Plan Review: 150% of Contract Rates.

Invoicing Procedures: At the beginning of each month, Perspecs Development Services, LLC will furnish an invoice and a statement of the work performed for compensation during the preceding month.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT E

CONSULTANT'S PROPOSAL

Project Scope:

Perspecs Development Services, LLC is positioned to provide the following professional services for the City of Seaside:

1. Building and Safety Services

Provide comprehensive building and safety services to support the jurisdiction's efforts in ensuring safe, code-compliant construction. This includes technical support, coordination with internal departments, and assistance to the public and design professionals regarding building code requirements and processes.

2. Building Official Services

Serve as the designated Building Official or in support of the jurisdiction's Building Official. Responsibilities include administering and interpreting applicable codes, managing inspection and plan review functions, resolving complex code issues, attending public meetings as needed, and ensuring consistent application of regulations and policies.

3. Building Inspection Services

Conduct field inspections for all phases of construction, including foundation, framing, mechanical, electrical, plumbing, energy, and final inspections. Ensure compliance with approved plans, applicable California Building Codes, local amendments, and permit conditions. Provide timely documentation and communicate findings with contractors, owners, and City staff.

4. Professional Plan Review Services

Provide detailed plan review services for building permit applications to verify compliance with the most recently adopted editions of the California Building Standards Code (Title 24), including structural, architectural, mechanical, electrical, plumbing, energy, green building, and accessibility requirements. Coordinate with applicants and City staff to resolve plan deficiencies and facilitate permit issuance.

5. Project Management Services

Provide dedicated project management for large-scale and high-impact development projects such as the Grand Hyatt, Campus Town, and similar initiatives. Act as a central point of coordination between developers, City departments, and consultants to ensure timely review, permitting, and inspection. Responsibilities include facilitating development coordination meetings, monitoring plan review and permit progress, resolving interdepartmental issues, ensuring compliance with project conditions and regulatory requirements, and maintaining consistent communication with all stakeholders to keep projects on schedule and aligned with City goals.

6. Code Enforcement Services

Provide code enforcement services to investigate complaints and ensure compliance with municipal codes related to building, housing, and property maintenance. Duties include conducting field investigations, documenting violations, issuing notices or citations, coordinating corrective actions, and preparing cases for administrative hearings or legal proceedings when necessary.

Best Regards,

Albert Salvador, P.E., C.B.O.

Perspecs Development Services, LLC

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH PERSPECS DEVELOPMENT SERVICES, LLC IN AN AMOUNT
NOT TO EXCEED \$200,000.00 FOR DEPARTMENT/INSPECTION MANAGEMENT
SERVICES AND BUILDING AND SAFETY SERVICES**

WHEREAS, Building, Safety, and Code Enforcement Services require staff with specialized knowledge and expertise in design and construction standards, including but not limited to architectural, structural, fire-safety, accessibility/CASp, energy, mechanical, electrical, and plumbing disciplines; and

WHEREAS, the City of Seaside, on occasion, requires the assistance of specialized consultants to supplement City staff in providing plan check, field inspection, permitting, and other Building and Safety services; and

WHEREAS, Albert Salvador has been assisting the City in this role since March 2024 through a contract with West Coast Code Consultants, Inc.; and

WHEREAS, the City desires to contract directly with Mr. Salvador through his company, Perspecs Development Services, LLC, to ensure continuity of operations within the Building and Code Enforcement Department and to implement Perspecs' Development/inspection Services Application to enhance operational efficiency and service delivery; and

WHEREAS, the role of Building Official for the City of Seaside requires specialized technical knowledge, including expertise in technology integration and process optimization, which constitutes a professional service qualifying for competitive negotiation procurement under the Seaside Municipal Code; and

WHEREAS, the contract with Perspecs Development Services, LLC will not exceed \$200,000.00 and funding for these services is included in the Building and Code Enforcement Services Department budget for this fiscal year;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby authorizes the City Manager to execute a contract with Perspecs Development Services, LLC, in a form substantially as attached hereto as Exhibit A, as may be finally approved by the City Attorney, in an amount not to exceed \$200,000.00, to provide Building and Safety Services and implement the Development/Inspection software for the Building and Code Enforcement Department.

PASSED AND ADOPTED at a regular City Council meeting of the City Council of the City of Seaside duly held on the 18th day of December, 2025, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Thomas Korman, Public Works Director/City Engineer

DATE: December 18, 2025

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD FOUR PROFESSIONAL SERVICES AGREEMENTS IN THE AMOUNT OF \$250,000.00 EACH FOR ON-CALL GEOTECHNICAL ENGINEERING AND MATERIALS TESTING PROFESSIONAL SERVICES FOR PROJECTS TO (1) EARTH SYSTEMS; (2) PACIFIC CREST ENGINEERING; (3) GEOCON; AND (4) NINYO AND MOORE

RECOMMENDATION

Adopt the resolution.

BACKGROUND

The City has active and pending projects that require technical assistance from Geotechnical Engineering and Materials Testing firms. Having three firms available allows the City to provide these services in a timely manner.

Individual project task orders will be issued based on the firm's expertise, workload capacity, services to be performed, schedule requirements, and hourly rates submitted in their proposal. All task orders will be issued based on an agreed-upon, written scope of work, implementation schedule, and maximum fee arrangement negotiated on a project-by-project basis.

Selection of the best qualified firms was made in accordance with the City's Purchasing Ordinance. On September 3, 2025, a Request for Proposal was issued and advertised through the City website. In addition, notification emails were sent to firms who

expressed interest in providing Geotechnical Engineering Services to the City. Six (6) proposals were received on November 14, 2025. A selection committee, consisting of 4 staff members from the Public Works Engineering department independently evaluated and ranked the proposals. The following firms submitted proposals:

Firm, Location

- Earth Systems, Salinas, CA
- Edifica USA, Lake Forest, CA
- Geocon, Livermore, CA
- Ninyo & Moore, San Jose, CA
- Pacific Crest Engineering Inc., Watsonville, CA
- Pavement Engineering, Inc., Concord, CA

The proposed Professional Services Agreements would be managed by the Engineering Division, and would also be made available for use by other City Departments for funded projects. Following a structured evaluation of the proposals, the selection committee determined that Earth System, Geocon, Ninyo and Moore, and Pacific Crest Engineering, Inc. were the best qualified firms.

Alternatives

Council could decide not to award these Professional Services Agreements and direct staff to issue requests for proposals for each project individually. However, this alternative is not recommended as there is a significant backlog of funded projects for which outside Geotechnical Engineering and Materials Testing Services are required to augment City staff. Further, having pre-approved, on-call, as-needed firms readily available allow for more efficient and timely delivery of projects as multiple projects can be designed concurrently.

Environmental Determination

The City of Seaside determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 (CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

FISCAL IMPACT

Fees for Geotechnical Engineering and Materials Testing Services will be based on a project-by-project basis directly charged to individual project budgets. Each project is separately approved and budgeted by the Council. The City is under no obligation to expend any funds under these Professional Services Agreements.

STRATEGIC PRIORITY

Effective Accessible Governance, Enhanced Physical Infrastructure & Abundant Water Supply

ATTACHMENTS

1. Resolution
2. PSA-Earth_Systems
3. PSA-Geocon
4. PSA-Ninyo and Moore
5. PSA-Pacific Crest Engineering

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AWARD THREE PROFESSIONAL SERVICES AGREEMENTS IN THE AMOUNT OF \$250,000.00 EACH FOR ON-CALL GEOTECHNICAL ENGINEERING AND MATERIALS TESTING PROFESSIONAL SERVICES FOR PROJECTS TO (1) EARTH SYSTEMS; (2) GEOCON; (3) NINYO AND MOORE; and (4) PACIFIC CREST ENGINEERING, INC.

WHEREAS, the need exists for the City to obtain prompt professional Architecture and Structural Engineering Services; and,

WHEREAS, on September 3, 2025, the City issued a Request for Proposal (RFP) for On-Call Geotechnical Engineering and Materials Testing Professional Services for projects within the City of Seaside and notified firms that specialize in this work, including those firms who had expressed interest, as well as those who had previously completed work for the City; and,

WHEREAS, on November 14, 2025, the City received six (6) proposals from firms that perform this work; and,

WHEREAS, staff formed a selection committee to independently review and score each firm's proposal based upon specific criteria in the RFP; and,

WHEREAS, following deliberations, the selection committee determined that Earth System, Geocon, Ninyo and Moore, and Pacific Crest Engineering, Inc. were the best qualified firms; and,

WHEREAS, the firms will provide services on an on-call, as-needed, project-specific basis as defined by the City, and all task orders will have a defined scope, schedule, and fee arrangement that will be negotiated based on the hourly rate schedule included in the agreement; and,

WHEREAS, the City of Seaside determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 (CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the

matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby:

1. Awards Professional Service Agreements for On-Call Geotechnical Engineering and Materials Testing Professional Services for Projects within the City of Seaside to Earth System, Geocon, Ninyo and Moore, and Pacific Crest Engineering, Inc., for a term of one (1) year, with the option to extend for one (1) additional one-year term, with an annual fee not to exceed \$250,000.00 each; and

2. Authorizes the City Manager, or his designee, to execute the Professional Services Agreements upon receipt of information required by the Request for Proposal (RFP) with any minor edits approved by the City Attorney.

3. The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Manager and City Attorney concerning any changes deemed necessary.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of December 2025, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

December 18, 2025
City Council Regular Meeting

Item 8H

ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD FOUR PROFESSIONAL SERVICES AGREEMENTS IN THE AMOUNT OF \$250,000.00 EACH FOR ON-CALL GEOTECHNICAL ENGINEERING AND MATERIALS TESTING PROFESSIONAL SERVICES FOR PROJECTS TO (1) EARTH SYSTEMS; (2) PACIFIC CREST ENGINEERING; (3) GEOCON; AND (4) NINYO AND MOORE

[Attachment 2 – PSA Earth Systems](#)

December 18, 2025
City Council Regular Meeting

Item 8H

ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD FOUR PROFESSIONAL SERVICES AGREEMENTS IN THE AMOUNT OF \$250,000.00 EACH FOR ON-CALL GEOTECHNICAL ENGINEERING AND MATERIALS TESTING PROFESSIONAL SERVICES FOR PROJECTS TO (1) EARTH SYSTEMS; (2) PACIFIC CREST ENGINEERING; (3) GEOCON; AND (4) NINYO AND MOORE

[Attachment 3 – PSA Geocon](#)

December 18, 2025
City Council Regular Meeting

Item 8H

ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD FOUR PROFESSIONAL SERVICES AGREEMENTS IN THE AMOUNT OF \$250,000.00 EACH FOR ON-CALL GEOTECHNICAL ENGINEERING AND MATERIALS TESTING PROFESSIONAL SERVICES FOR PROJECTS TO (1) EARTH SYSTEMS; (2) PACIFIC CREST ENGINEERING; (3) GEOCON; AND (4) NINYO AND MOORE

[Attachment 4 – PSA Ninyo & Moore](#)

December 18, 2025
City Council Regular Meeting

Item 8H

ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD FOUR PROFESSIONAL SERVICES AGREEMENTS IN THE AMOUNT OF \$250,000.00 EACH FOR ON-CALL GEOTECHNICAL ENGINEERING AND MATERIALS TESTING PROFESSIONAL SERVICES FOR PROJECTS TO (1) EARTH SYSTEMS; (2) PACIFIC CREST ENGINEERING; (3) GEOCON; AND (4) NINYO AND MOORE

[Attachment 5 – PSA Pacific Crest Engineering](#)



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager
Greg McDanel, City Manager

DATE: December 18, 2025

**SUBJECT: ADOPT A RESOLUTION OPPOSING THE INCLUSION OF NEW
OFFSHORE OIL AND GAS LEASING OFF THE COAST OF
CALIFORNIA IN THE FEDERAL FIVE-YEAR NATIONAL OUTER
CONTINENTAL SHELF OIL AND GAS LEASING PROGRAM**

RECOMMENDATION

Adopt the resolution.

BACKGROUND

The California Central Coast economy relies heavily on a clean, healthy, and resilient marine environment. Local industries, such as tourism, recreation, hospitality, outdoor economy, and commercial and recreational fishing, are directly supported by the ecological health of the Monterey Bay and its surrounding coastal resources. Preserving water quality, marine habitats, and scenic coastal conditions is essential to sustaining property values, supporting small businesses, and protecting the community's quality of life.

The federal Bureau of Ocean Energy Management (BOEM) is currently developing the 11th National Outer Continental Shelf Oil and Gas Leasing Program, which may consider new offshore oil and gas leasing areas along the California coast. Expanded offshore exploration and drilling activities, including seismic testing, exploratory wells, and production operations, pose documented risks such as oil spills, habitat degradation, marine wildlife disruption, and long-term economic harm to coastal communities. These

risks extend beyond the immediate drilling area and may affect regions adjacent to the Monterey Bay National Marine Sanctuary, one of the nation’s most significant protected marine ecosystems and an environmental and economic asset for Seaside.

California has long opposed new offshore oil and gas development, and the City of Seaside has adopted policies promoting environmental sustainability, climate resiliency, and the protection of coastal and marine resources. The proposed resolution reaffirms these commitments by formally opposing the inclusion of new offshore leasing areas in BOEM’s upcoming program and urging federal representatives to support clean-energy investment and coastal protection policies.

If adopted, the resolution would convey the City’s position to BOEM and to state and federal elected officials through distribution of the approved document.

FISCAL IMPACT

None.

STRATEGIC PRIORITY

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

ATTACHMENTS

- 1. Resolution - Offshore Oil & Gas Leasing

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 25-948

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE OPPOSING THE INCLUSION OF NEW OFFSHORE OIL AND GAS LEASING OFF THE COAST OF CALIFORNIA IN THE FEDERAL FIVE-YEAR NATIONAL OUTER CONTINENTAL SHELF OIL AND GAS LEASING PROGRAM

WHEREAS, the economy of the City of Seaside depends heavily on a healthy coastal and marine environment, supporting industries such as tourism, recreation, commercial and recreational fishing, and related small businesses; and

WHEREAS, clean water, thriving ecosystems, and an attractive coastal environment are vital to maintaining property values, sustaining local businesses, and ensuring the quality of life for residents and visitors alike; and

WHEREAS, offshore oil and gas exploration, development, and drilling carry inherent risks, including oil spills, leaks, habitat destruction, and pollution, which could cause significant, long-term harm to our coastal economy, natural resources, and way of life; and

WHEREAS, seismic airgun blasting used in offshore oil and gas exploration poses a significant threat to marine life, including whales, dolphins, sea turtles, and fish stocks, by producing loud, repetitive underwater noise that can disrupt communication, navigation, reproduction, and foraging behavior; and

WHEREAS, the ecological damage caused by seismic testing undermines the health of marine ecosystems and directly threatens industries such as commercial and recreational fishing that depend on robust marine populations; and

WHEREAS, even the perception of environmental risk associated with offshore drilling can negatively impact tourism, investment, and business development in coastal areas; and

WHEREAS, the Bureau of Ocean Energy Management (BOEM) is developing the 11th National Outer Continental Shelf Oil and Gas Leasing Program and has requested public input on whether to include new offshore leasing areas; and

WHEREAS, the Monterey Bay National Marine Sanctuary, one of the nation's most significant protected marine ecosystems, directly supports Seaside's economy, environment, and quality of life, and California law and longstanding public policy oppose new offshore oil and gas development; and

WHEREAS, the City of Seaside's coastal-dependent economy benefits from tourism, hospitality, outdoor recreation, coastal research, and the presence of California

State University, Monterey Bay, all of which rely on a clean, healthy, and resilient marine environment; and

WHEREAS, even exploratory drilling activities occurring outside Sanctuary boundaries may still threaten marine species, coastal waters, and the economic well-being of Seaside and other Central Coast communities; and

WHEREAS, the City of Seaside has adopted policies supporting environmental sustainability, climate resiliency, and the protection of coastal and marine resources, and recognizes that expanded offshore drilling would conflict with these community values and goals.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Seaside, State of California, that:

1. The City of Seaside formally opposes the inclusion of any new offshore oil and gas leasing along the California coast in the 11th National Outer Continental Shelf Oil and Gas Leasing Program.
2. The City of Seaside urges the Bureau of Ocean Energy Management (BOEM) to continue protecting the Pacific region by excluding new offshore oil and gas leasing areas, including those adjacent to the Monterey Bay National Marine Sanctuary, from the final program.
3. The City of Seaside calls on its federal representatives to oppose any expansion of offshore oil and gas drilling and to support clean-energy investments, coastal protection, and policies that safeguard the Pacific coastline and the communities that depend on it.
4. A copy of this resolution shall be sent to the Bureau of Ocean Energy Management (BOEM); U.S. Senator Alex Padilla; U.S. Senator Adam Schiff; U.S. Representative Jimmy Panetta; State Assemblymember Dawn Addis; State Senator John Laird; the California Coastal Commission; and other appropriate federal and state officials.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of December 2025, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: December 18, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING A MAINTENANCE AND
RIGHT OF ENTRY AGREEMENT WITH 1000 PLAYA, LLC. FOR
STORMWATER CONTROL AT AMERICA'S TIRE**

RECOMMENDATION

Authorize the agreement.

BACKGROUND

The property, with APN 011-524-009 located at the corner of Del Monte Boulevard and Playa Ave., more commonly known as America's Tire, is owned by American Legion Post 591. To satisfy the requirements of the City's storm water permit, the project was required to develop a Storm Water Control Plan (SWCP), construct storm water improvements and enter into a Maintenance and Right of Entry Agreement (MROE) with the City for ongoing maintenance of the storm water improvements.

A Storm Water Control Plan for America's Tire and its concomitant sections, including the MROE, was finally reviewed and approved by the City on November 15, 2023. As certified by the project engineer and verified by City Engineering staff, the project has constructed structural storm water control measures (SCMs) consistent with its SWCP.

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

by a qualified professional be conducted by September 30th of each year, and the associated certificate be submitted to the City. Staff recommends adopting a Resolution authorizing the City Manager to execute the Maintenance and Right of Entry Agreement with American Legion Post 591.

FISCAL IMPACT

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

STRATEGIC PRIORITY

Enhanced Physical Infrastructure & Abundant Water Supply

ATTACHMENTS

- 1. Resolution
- 2. Maintenance and Right of Entry Agreement
- 3. Stormwater Control Plan

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE AND
RIGHT OF ENTRY AGREEMENT WITH SEASIDE AMERICAN LEGION POST
#591 FOR AMERICA'S TIRE**

WHEREAS, American Legion Post 591, Property Owner, owns real property ("Property") in the City of Seaside, County of Monterey, State of California, referred to as APN 011-524-009; and

WHEREAS, the City Council of the City of Seaside approved Use Permit No UP-20-03, hereinafter referred to as "Permit"; and

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

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

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

WHEREAS, the Owner has chosen to install and/or implement SCMs as shown on the Stormwater Control Plan, approved on November 15, 2023, attached hereto as Exhibit C, hereinafter referred to as "SWCP", to comply with CCRWQCB Resolution R3-2013-0032 and Seaside Municipal Code Chapter 8.46; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute the Maintenance and Right of Entry Agreement with American Legion Post 591, attached hereto.

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

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDERS USE ONLY

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL
FOR AMERICA'S TIRE SEASIDE, APN 011-524-009**

MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL FOR AMERICA’S TIRE SEASIDE, APN 011-524-009

THIS MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL (“Agreement”) is made and entered into in the City of Seaside, California, this day of December 18, 2025 by and between American Legion Post 591, hereinafter referred to as “Owner” and the City of Seaside (“City”), a municipal corporation. This Agreement applies to properties in the County of Monterey, State of California, referred to as APN 011-524-009. The Agreement is subject to the following recitals:

RECITALS

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

WHEREAS, the City Council of the City of Seaside approved Use Permit No. UP-20-03, hereinafter referred to as “Permit”, for the subject property attached hereto as Exhibit B;

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

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

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

WHEREAS, the Owner has chosen to install and/or implement SCMs as shown on the Stormwater Control Plan, dated February 19, 2024, attached hereto as Exhibit C, hereinafter referred to as “SWCP”, to comply with CCRWQCB Resolution R3-2013-0032 and Seaside Municipal Code Chapter 8.46;

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

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

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

MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL FOR ASCENT SEASIDE, APN 011-524-009

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

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

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

MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL FOR ASCENT SEASIDE, APNS 011-524-009

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

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

MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL FOR ASCENT SEASIDE, APNS 011-524-009

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

CITY:
CITY OF SEASIDE, A
MUNICIPAL CORPORATION

OWNER:
AMERICAN LEGION POST 591

By: _____
Signature

By:  _____
Signature

Name: Greg McDanel

Name: MICHAEL WARD

Title: City Manager

Title: Authorized Signatory

Commander

American Legion Post 591

Seaside, CA. 93955

List of Exhibits

- A. Plat and Legal Description
- B. Resolution and Use Permit
- C. Exhibit of Stormwater Control Measures
- D. Operations and Maintenance Plan
- E. Maintenance Certificate

RECORDING REQUESTED BY
1000 Playa, LLC
APN: 011-524-004 & 011-524-009 (portion)
WHEN RECORDED MAIL DOCUMENT, AND TAX
STATEMENTS TO:

Seaside American Legion Post No. 591
P.O. Box 591
Seaside, CA 93955

2023025465

Xochitl Marina Camacho
Monterey County Clerk-Recorder

08/16/2023 03:34 PM

Recorded at the request of:
1000 PLAYA LLC

Titles: 1 Pages: 3

Fees: \$103.00
Taxes: \$0.00
AMT PAID: \$103.00



SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

Documentary Transfer Tax is \$ 0.00 (no taxable consideration, Lot Line Adjustment R&T Code 11911)

- computed on full value of the interest or property conveyed, or
- computed on full value less the value of liens and encumbrances remaining thereon at time of sale. The land tenements or realty is located in
- Unincorporated area City of Seaside

This Grant Deed is being recorded to effectuate that certain Lot Line Adjustment approved by the City of Seaside on July 14, 2023, file No. LBA-2023-001.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The SEASIDE AMERICAN LEGION, POST No. 591, a California Corporation

Hereby GRANTS to

The SEASIDE AMERICAN LEGION, POST No. 591, a California Corporation

that real property in the City of Seaside, County of Monterey, State of California, described as:

See Exhibit "A" legal description, attached hereto and made a part hereof.

Seaside American Legion Post 591

Date: 08/07/2023

COMMANDER MICHAEL WARD

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

STATE OF CALIFORNIA

} SS

COUNTY OF MONTEREY

On 08/07/2023 before me, Sandra L. Bruno
A Notary Public, personally appeared

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

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

Witness my hand and official seal.

Signature Sandra L. Bruno



MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

EXHIBIT "A"

Sheet 1 of 2

Legal Description of Adjusted Lot 8, Block 101

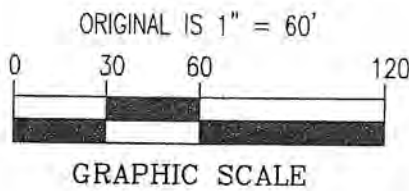
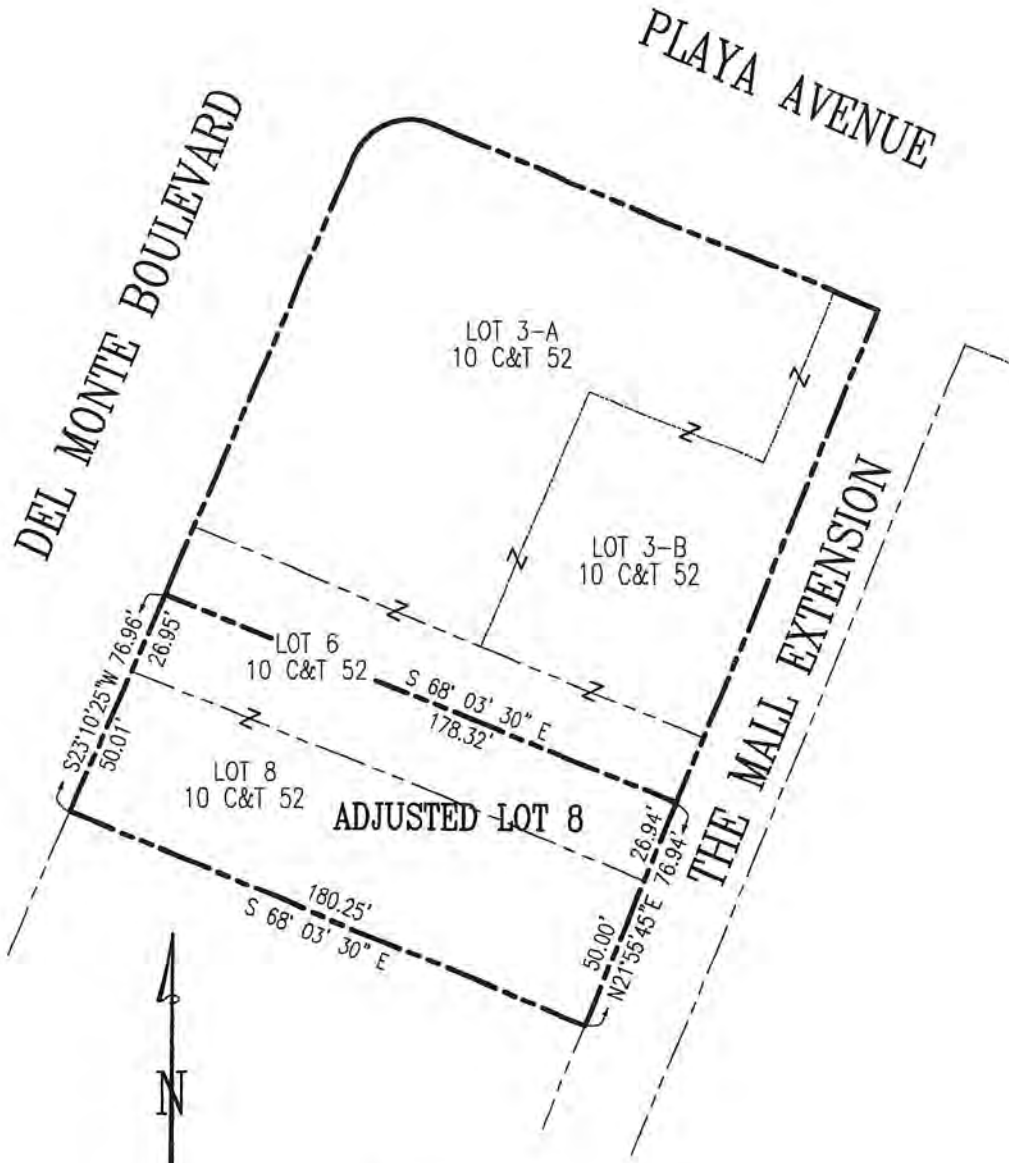
That certain real property situated in the City of Seaside, County of Monterey, State of California, described as follows:

Lot 8 and the southerly 26.94 feet of Lot 6, Block 101, as shown on that certain map entitled, "Amended Official Map, Gateway Redevelopment Project, filed for record February 22, 1971, in Volume 10 of Maps of Cities and Towns at Page 52, records of Monterey County, California.



7/21/2023

EXHIBIT "A"
 SHEET 2 OF 2
GRAPHIC EXHIBIT



7/21/2023

PREPARED FOR THE
SEASIDE AMERICAN LEGION POST No. 591
 PREPARED BY
MONTEREY BAY ENGINEERS, INC.
 607 CHARLES AVENUE, SUITE B
 SEASIDE, CA 93955
 (831) 899-7899

EXHIBIT B

RESOLUTION NO. 20-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING USE PERMIT NO. UP-20-03 TO ALLOW A RETAIL TIRE STORE WITH MINOR VEHICLE SERVICES REPAIR AND AN AMERICAN LEGION SERVICE CLUB IN THE REGIONAL COMMERCIAL (CRG) ZONING DISTRICT LOCATED AT 1000 PLAYA AVENUE (APN 011-524-004 and 011-524-009).

WHEREAS, American Legion Post # 591, Property Owner, and RA Smith, Applicant, have filed an application for Use Permit approval and adoption of a Text Amendment, to allow for a retail tire store minor vehicle repair services; and,

WHEREAS, a duly noticed public hearing has been held by the Planning Commission on May 27, 2020, to provide the City Council with a recommendation on the use permit and text amendment; and,

WHEREAS, the Seaside City Council held a duly noticed public hearing on July 2, 2020 to receive and consider oral comments concerning the proposed use permit and to introduce the first reading of the Ordinance adopting text amendments to Chapter 17 of the Seaside Municipal Code; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) Guidelines 15072, this project is exempt from the California Environmental Quality Act pursuant to Class 32, Section 15332 and 15300.2. These sections exempt projects that are consistent with general plan and zoning regulations that are within city limits on sites less than 5 acres in size that can be served by all required utilities, do not have any habitat value, and do not result in any significant effects relating to traffic, noise, air quality, or water quality.

NOW, THEREFORE, BE IT RESOLVED, that the Seaside City Council adopts the following findings in support of and approve Use Permit Application No.20-03:

USE PERMIT FINDINGS

- 1 The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.

Zoning Ordinance Conformance

Evidence: This project is located within the Regional Commercial (CRG) Zoning District. The purpose of this district is to support large scale commercial development with retail, entertainment, and or service uses of a scale and function to serve a regional market. The proposed retail tire store and American Legion, as conditioned, and text amendment to include minor vehicle repair for tire installation only as a use permit in the CRG zoning district, would not be detrimental to surrounding properties and the general health, safety and welfare of the community in that:

- a. *The scope of operations for the proposed project would be compatible and provide support services for automotive related retail sales in the area.*
 - b. *The project site is located within an urban area of Seaside on a 1.01 acre site where existing infrastructure and support services (e.g. roadways, access drives, utilities) are already in place.*
 - c. *The uses surrounding the project site include a regional commercial center to the north and west and a motel to the east that will be separated from the project site via defined boundaries so that vehicle circulation, noise, and visual impacts will be mitigated.*
 - d. *The project site is zoned CRG and has a General Plan designation of CRG which provides opportunities for a mixture of general retail and automotive retail uses. The project site will be connected to an existing arterial roadway (Del Monte Boulevard) which will facilitate on-site circulation and traffic movements so as to not create any excessive delays and provide access to the site for both local and visitor-serving traffic.*
 - e. *The design and circulation pattern of the project will ensure that the proposed retail tire store and American Legion is consistent with the City's development policies (e.g. Design, On-site vehicle circulation, Noise, Lighting, and compatible with the surrounding land uses) to protect the health, safety, and general welfare of the community.*
2. The proposed use is consistent with the General Plan and any applicable specific plan.

Seaside General Plan Conformance

The Seaside General Plan Land Use Designation for the project site is Regional Commercial (CRG). Regional Commercial uses are defined as large-scale commercial development with retail or service uses to serve a regional market.

The proposed project is consistent with the following General Plan Goals and Policies.

Land Use Element

Goal LU-1: Promote a mixture of land uses and a balance of jobs and housing to support a community in which people can live, work and play.

Policy LU-1.3: Encourage regional commercial and visitor serving commercial development that will enhance the identity of Seaside and attract visitors to the community.

Evidence: *The proposed project and text amendment would provide complimentary and compatible infill development within an urbanized area of the City and is*

surrounded by urban uses, including regional shopping centers, auto dealerships, motels, and restaurants. The proposed project is located on a major arterial roadway and near other roadways to sufficiently meet the needs of local residents and visitors.

Evidence: The proposed retail tire store and American Legion service club would be consistent with and support the existing Regional Commercial General Plan land use category in that the tire sales would diversify the retail sales in the city and would increase City sales tax revenues that can be used to fund future City services. The American Legion service club will provide key service to facilitate the retired military community that reside on the Monterey Peninsula

Goal LU-2: Revitalize existing commercial areas.

Evidence: The proposed project would be compatible with surrounding land uses by maintaining and diversifying the focused auto retail services on a regional scale. The addition of a retail tire store would also enhance economic viability of the existing auto center and provide a new retail amenity that would be located along a major arterial commercial roadway, compatible with the City's circulation network and surrounding land uses that would improve regional identity of the auto center.

Goal LU-4: Ensure that new development complements existing land uses and enhances the character of the community and its neighborhoods.

Policy LU-4.1: Require that all new development is compatible with surrounding uses, the site and available infrastructure.

Evidence: The proposed project would provide for infill development within the boundaries of an underdeveloped site located along a major arterial roadway in an urbanized area of the city's commercial corridor. The proposed project and text amendment would be consistent with the City's development standards, including obtaining the required use permit for a tire store with installation and disposal of tires in order to ensure compatibility with the land use characteristics of the local area and the adjacent existing development.

Goal LU8.1: Provide a level of flood control and protection that meets the needs of the community.

Policy LU-8.2: Ensure that developers provide stormwater retention/detention facilities and institute Best Management Practices that regulate runoff and siltation that meets local, State, and federal standards.

Evidence: The proposed development will be required to direct all on-site runoff to landscape swales or underground interceptors.

Goal ED-4: Attract and expand local serving retail and services in existing commercial areas.

Policy ED-4.1: Encourage the development of retail establishments that will reduce leakage of resident spending.

Evidence: The proposed project for a retail tire store will provide an additional revenue source within an infill site to capitalize on both local and visitor serving customers to enhance the City's long-term revenue.

Goal ED-5.1: Attract new regional and visitor-serving businesses.

Policy ED-5.1: Attract and support commercial and employment generating development that is consistent with the General Plan and City ordinances.

Evidence: The proposed project and text amendment will enable and support the attraction of regional serving commercial uses to provide an enhanced revenue source and encourage the redevelopment of underutilized commercial properties.

Goal C-4: Ensure adequate parking is provided throughout Seaside

Policy C-4.1: Require off-street parking in new development and redevelopment projects.

Evidence: The project site will provide 40 parking stalls that will be shared between the retail tire store and the American Legion. The Zoning code requires 15 spaces for the retail tire store and 30 spaces for the American Legion. The hours of operation for the tire store are from 8 am to 6 pm Monday thru Friday, 8 am to 5 pm on Saturday, and closed on Sundays. The American Legion is a service club with minor activities during the weekdays between 8 am and 6 pm. Primary events for the American Legion are in the evening Monday thru Friday. A special event for the American Legion could occur on occasion on a Saturday and Sunday or after 5 pm on a weekday. The differing hours of operation and the layout of the parking stalls will enable the site proposed parking spaces to be used as shared parking arrangement without creating any impact on the health, safety and general welfare of the community.

3. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity.

Evidence: The proposed project is located on an urban infill site with a regional commercial zoning and General Plan Land Use designation. The proposed development of a retail tire store and American Legion service club would be consistent with and support the existing commercial development, as the new tire store would serve to provide a visitor serving commercial use within area of City well suited for regional commercial activity and would not alter the existing balance of land uses in the City. The proposed project would diversify the retail uses in the auto center and would increase the City sales tax revenues that can be used to fund future city services. The remolded American Legion service club would continue to provide a valuable service for the retired military community that reside within the Monterey Peninsula.

Evidence: A Traffic Impact Analysis (TIA) was prepared for the proposed project by Keith Higgins (May 2020). The analysis included an examination of the project traffic volumes and intersection Levels of Service (LOS) at the study intersections (Del Monte Boulevard/Playa Avenue and Playa Avenue/Fremont Boulevard). The TIA concluded

that additional trips generated by the proposed use would allow all studies intersections to continue to operate acceptably at LOS A, B or C.

4. The site is physically suitable for the type, density and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

Evidence: The project site is served by existing water, wastewater, and electrical infrastructure and facilities with adequate capacity to serve the proposed project. As condition of approval, the applicant must receive clearance from the Public Works Department for the installation of bio retention swales and underground interceptors for the retention of stormwater.

5. Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone district in which the property is located.

Evidence: The granting of Use Permit and Text Amendment would not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other existing or future uses in the vicinity or adverse to the public interest, health, safety, convenience, or welfare of the City.

BE IT FURTHER RESOLVED, the Planning Commission hereby recommends granting Use Permit Application No. 20-03 subject to the following terms and conditions:

Project Specific:

1. The proposed project shall substantially conform to the submitted plans for the project date stamped March 4, 2020, on file with the Community Development Department, as herein modified, or as modified by the Community Development Director in accordance with Exhibit A – Project Plans. The director may also approve subsequent minor modifications to plans during plan check if such modifications are consistent with provisions of the Seaside Municipal Code (SMC) or other applicable regulations.
2. This approval shall become null and void unless the use is established within twelve (12) months of the date of adoption of the second reading of the text amendment for the project by the City Council. Time extensions may be granted if a written request and associated fee are received by the Community Development Department within 30 days prior to the expiration.
3. Unless otherwise specified, the conditions contained in this Attachment shall be complied with as specified, subject to review and approval by the Community Development Department.
4. As a condition of approval of UP-20-03, the applicant shall agree, at its sole cost and expense, to defend, indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third -party against the City, its officers, agents, and employees, which seeks to attack, set aside, challenge, void, or annul an approval of the City Council, the Planning Commission, or any other decision- making body, including staff, concerning this project. The City agrees to promptly notify the applicants of any such claim or action filed against the City and to fully cooperate in the defense of any such

action. The City may, at its sole cost and expense, elect to participate in defense of any such action under this condition.

5. All on- site signs shall comply with the City's Sign Code in Chapter 17.40 of the SMC.
6. All final exterior colors and materials shall be subject to review and approval of the Community Development Department and final field inspection by the Planning Division. Colors, materials and textures shall be noted on the construction plans.
7. The applicant shall obtain approval from the Monterey Bay Air Pollution Control District (MBAPCD) prior to the issuance of the building or grading permit. The applicant shall comply with all District regulations during construction.
8. Any noise generated by the proposed gasoline station, including any noise associated with construction, shall comply with the City's Noise Ordinance.
9. Restripe Playa Avenue between The Mall Extension and Fremont Boulevard as indicated on **Exhibit 15** of the TIA to provide a two-way left turn lane.
10. Provide curb, gutter, and sidewalk along the Project Playa Avenue frontage in compliance with City and ADA standards.
11. Provide on-site bike parking/storage in compliance with City standards.
12. Pay the TAMC Regional Development Impact Fee. City of Seaside staff will quantify the applicable fees to the Project at the time of development.
13. Vehicles shall only be permitted to make a right turn from Del Monte Boulevard into the site. Driveway approach shall be constructed to prohibit egress from the site onto Del Monte Boulevard.

Business License Tax Conditions

14. Prior to the issuance of a Certificate of Occupancy, the applicant shall obtain a City of Seaside Business License Tax Certificate.

LANDSCAPING

15. All proposed landscaping and/or irrigation plans shall comply with the approved plans and with the Monterey Peninsula Water Management District (MPWMD) Water Model Efficiency Landscape Ordinance. A Landscape Installation Certificate of Completion, certifying that the landscaping was installed in accordance with the approved plans by a Landscape Contractor, shall be submitted to the Community Development Department prior to the final inspections by Building and Planning Divisions.

16. All plant materials shall be installed in a healthy condition, typical to the species, and shall be maintained in a neat and healthy condition. Maintenance includes, but is not limited to, trimming, mowing, weeding, removal of litter, fertilizing, regular watering, and replacement of dead or diseased dying plants.

MISCELLANEOUS

17. Adequate lighting shall be provided to illuminate the fueling area, subject to Community Development Department review and approval. Said lighting shall meet requirements set forth in the Building Security and California Fire Codes.
18. Fire and Police access and passage shall be permitted at all times.
19. The proposed project shall comply with the applicable requirements of the Monterey Peninsula Water Management District.
20. The issuance of building permits involving the installation of new water shall be subject to the availability of an adequate supply of water and sewer capacity to serve the project.
21. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner within fifteen (15) days from the date of its approval.
22. For purposes of assuring compliance, the applicant, agents, representatives or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.

USE RESTRICTIONS

23. Business hours are from 8 a.m. to 5 p.m. Monday thru Friday. 8 a.m to 6 p.m. on Saturday, and closed Sunday. Hours of operation may be modified by the Director of Community Development if it is determined that no impacts to surrounding tenants or properties will occur.
24. No outdoor storage is permitted or display of materials shall be permitted except allowed on the project approved site plan or as approved by the Zoning Administrator.
25. The subject property shall be maintained in a safe, clean and sanitary condition at all times. The property owners shall be responsible for the daily maintenance and up-keep of the businesses, including but not limited to trash removal, painting, graffiti removal, and maintenance of improvements to ensure that the facilities are maintained in a neat and attractive manner.

PLANCHECK SUBMITTAL

26. At the time of building or encroachment permit application, the plans shall comply with the latest edition of the 2019 California Building and Fire codes, City Ordinances, State, Federal laws, and regulations as adopted by the City Council.

27. Prior to submittal of a Storm Water Control Plan (SWCP), the applicant shall submit a deposit as specified in the Fees and Charges to the Public Works Department for the estimated cost of reviewing the SWCP.
28. Prior to any work in the public right-of-way, an Encroachment Permit shall be obtained from and applicable fees paid to the Public Works Department
29. Prior to issuance of a Building Permit, the applicant shall submit an underground storage tank plan to the Monterey County Health Department for review and approval.
30. The developer shall submit storm drain plans, prepared by a California registered professional civil engineer, depicting proposed storm drain improvements for the project. All storm drain improvements shall comply with the City of Seaside Construction Standards for Private Streets, Storm Drain and On -Site Private Improvements Manual
31. The developer shall submit precise grading plans, prepared by a California registered professional civil engineer, depicting proposed grading, erosion control and improvements for the project.
32. Any damage from the project done to existing public right-of-way improvements and/or utilities shall be repaired to the satisfaction of the City Engineer before final inspection.
33. Provide preliminary hydrology and hydraulic calculations to substantiate retention of storm water runoff for the entire redevelopment for the 95% storm event
34. Proposed project must implement storm water best management practices (BMPs) during construction.(SMC 8.46)
 - a. Complete and submit the Storm water Compliance Tracking Form, with signature with building permit application.
 - b. A project specific Erosion and Sediment Control Plan (ESCP) is required of the applicant as part of building permit application.
 - c. If the disturbed area is greater than one (1) acre, a Storm water Pollution Prevention Plan (SWPPP) shall be prepared and a WDID obtained by the applicant from the State Water Quality Control Board. Submit the SWPPP for City of Seaside review.
35. Post-development peak storm water runoff rates shall not exceed predevelopment rate. A pro rata share of the cost of offsite erosion sediment, and flood control improvements and/or for maintenance to the principal drainage way may be required by the city engineer to handle the increase peak runoff and/or sediment generated by the project. (SMC 15.32.170)
 - a. As part of building permit application, develop civil grading and drainage plans to clearly show direction of storm water drainage from new or redeveloped impervious surfaces.
 - b. Oil/water separator shall be connected to the sanitary sewer system. A normally closed emergency shutoff valve shall be required on the outlet of the oil/water separator. Applicant

to contact Monterey One Water for review and approval requirements for connection to the sanitary sewer system.

- c. Drainage shall not be directed to adjacent properties.

36. As required by Attachment 1 to Resolution No. R3-2013-0032 of the Central Coast Regional Water Quality Control Board, the applicant shall develop a Storm Water Control Plan demonstrating compliance with performance requirements #1, #2, #3, and #4 as applicable. (SMC 8.46.130)

- a. Applicant shall submit a Storm Water Control Plan prior to finalizing site plan or civil grading and drainage plans. Storm Water Control Plan shall be approved by the City prior to finalizing project civil grading and drainage plans and shall include hydrology and hydraulic calculations validating the design of conveyance, treatment and/or infiltration features.
- i. Provide a soils engineering report describing the soil type and soil hydrologic soil group substantiating design of structural storm water control measures described within the Storm Water Control Plan.
- ii. Infiltration testing shall be per the Riverside County-Low Impact Development BMP Design Handbook.
- b. Applicant shall submit architectural and civil grading and drainage plans with building permit application in substantial conformance to the approved Storm Water Control Plan.
 - i. Plans shall clearly denote, in table format, the pre-project impervious surface area, new impervious surface area created, replaced impervious surface area, and post-project impervious surface area.
- c. Prior to issuance of occupancy, applicant shall execute and record as a deed restriction a Right of Entry and Maintenance Agreement. The Right of Entry and Maintenance Agreement shall:
 - i. Include indemnity, insurance and security requirements in conformance with the template provided by the City, and
 - ii. include an operation and maintenance (O&M) plan approved by the City stating that the property owner will conduct, and accepts responsibility for, maintenance of all storm water control measures (SCMs), and
 - iii. include a legal description of the property, and
 - iv. describe the methods and procedures for conducting periodic inspections and maintenances of all SCMs, and
 - v. require applicant to provide to the City each year during a period beginning on September 1 and ending no later than September 30 a statement certified by a licensed Civil Engineer or Qualified Storm water Developer (QSD) registered in the State of California stating that the SCM maintenance is in accordance with the O&M plan, and

vi. include a statement that transfers responsibility for maintenance of SCMs to future owners of the property.

37. Project shall provide ADA compliant path of travel across driveway approach fronting Del Monte Boulevard.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 2nd day of July 2020.

AYES:	4	COUNCIL MEMBERS:	Campbell, Oglesby, Pacheco, Wizard
NOES:	0	COUNCILMEMBERS:	None
ABSENT:	1	COUNCILMEMBERS:	Kispersky
ABSTAIN:	0	COUNCILMEMBERS:	None



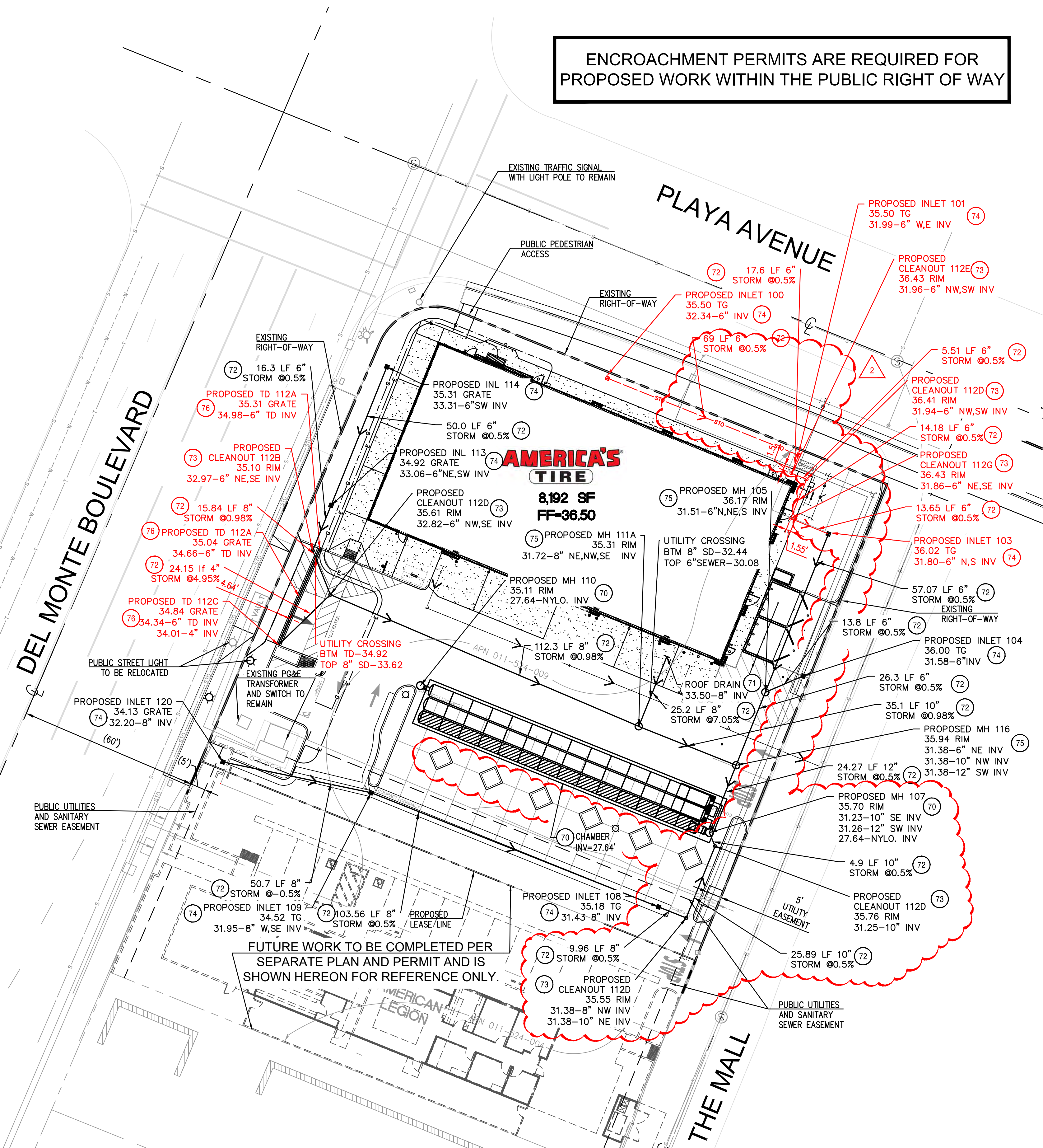
Ian N. Oglesby, Mayor

ATTEST:



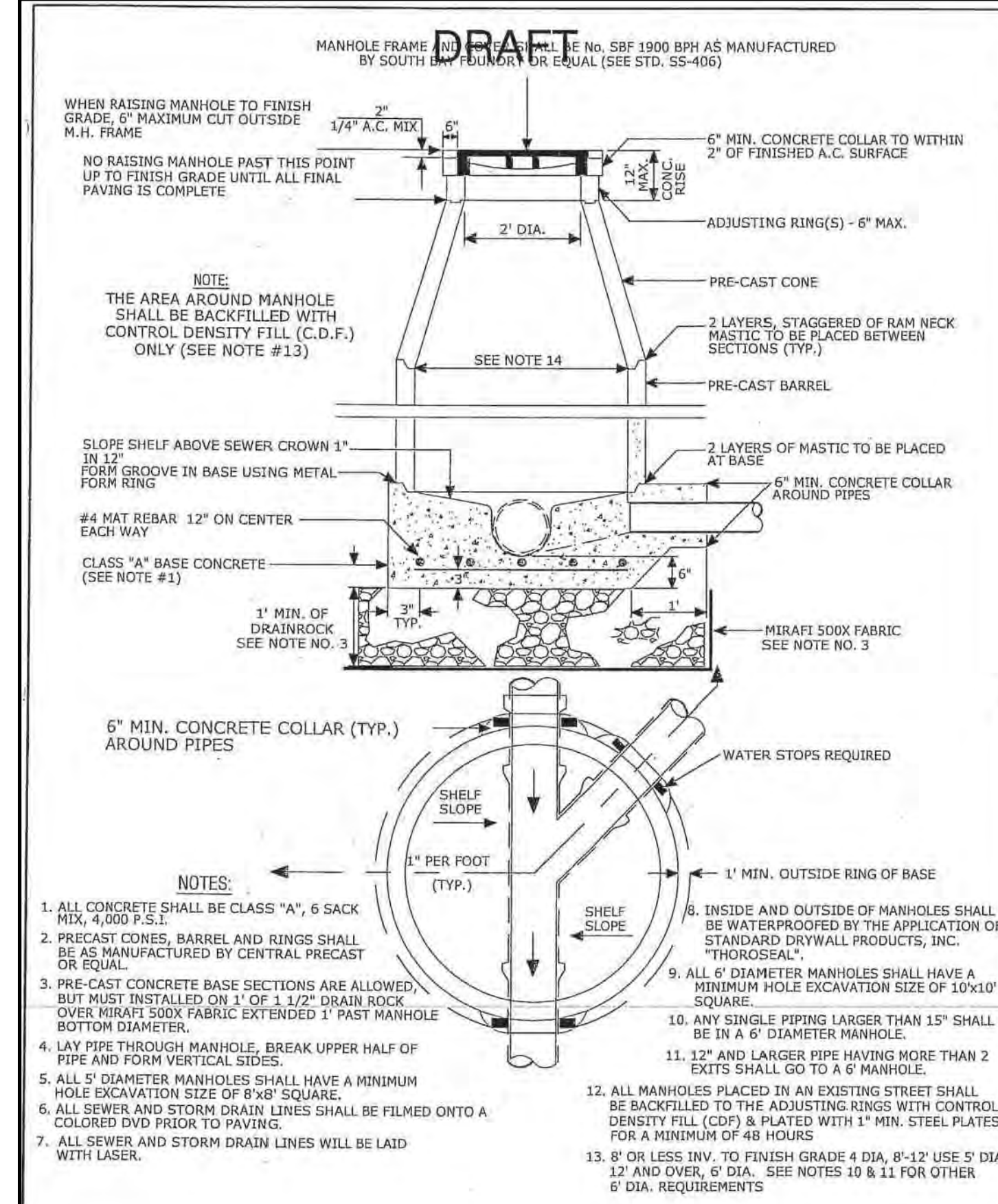
Lesley Milton, City Clerk

ENCROACHMENT PERMITS ARE REQUIRED FOR PROPOSED WORK WITHIN THE PUBLIC RIGHT OF WAY

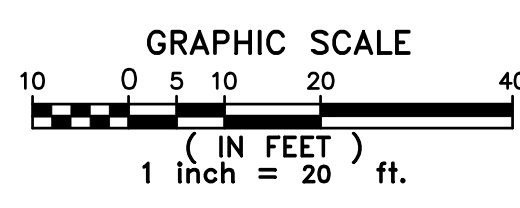


- PRIVATE STORM DRAIN NOTES :**
- 70. INSTALL STORMTECH SC-740 CHAMBER SYSTEM PER DETAILS ON SHEET #'S C10-C12. CHAMBER INVERT PER PLAN. MANHOLE STRUCTURES WITHIN CHAMBER FOOTPRINT PER MANUFACTURER.
 - 71. STUB STORM DRAIN PIPE FOR BUILDING ROOF DRAIN CONNECTION AND CAP. END PIPE 5- FEET FROM BUILDING WALL AS APPLICABLE. ROOF DRAIN SHALL BE HARD-TIED DIRECTLY INTO STORM DRAIN SYSTEM. SEE BUILDING PLANS FOR CONTINUATION.
 - 72. INSTALL HDPE STORM DRAIN PIPE PER MANUFACTURER AND CALIFORNIA PLUMBING CODE. TRENCHING AND BEDDING PER CITY OF SEASIDE DETAIL ST-610. SEE DETAIL 8 ON SHEET C8 AND GEOTECHNICAL REPORT.
 - 73. INSTALL STORM DRAIN CLEANOUT WITH H-20 LOAD RATING PER SPPWC 204-3. SEE DETAIL 3 ON SHEET C20.
 - 74. CONSTRUCT 18"x18" STORM DRAIN INLET, WITH STENCIL, AND FULL CAPTURE FILTER AS SHOWN IN DETAIL 2 ON SHEET C10.
 - 75. CONSTRUCT CONCRETE MANHOLE STRUCTURE. MANHOLE SHALL BE PER CITY OF SEASIDE DETAIL S-401. MANHOLE SHALL BE H20 LOAD RATED WHERE NECESSARY. SEE DETAIL 1 HEREON.
 - 76. INSTALL 6" ONSITE TRENCH DRAIN, NDS DURA SLOPE (OR APPROVED EQUAL) WITH H-20 LOAD GRATE PER MANUFACTURER'S SPECIFICATIONS. MAINTAIN 6.5" MINIMUM INSIDE DEPTH FOR TRENCH DRAIN FILTER. SEE DETAIL 2 ON SHEET C12. INSTALL FLOOR DRAIN FILTER (OR APPROVED EQUAL) PER MANUFACTURER'S SPECIFICATIONS. SEE DETAIL 2 ON SHEET C11.

- STORM DRAIN NOTES:**
1. ALL PROPOSED STORM DRAIN INLETS SHALL BE STENCILED WITH THE MESSAGE "NO DUMPING DRAINS TO OCEAN" OR APPROVED EQUAL.
 2. THE APPLICANT SHALL BE RESPONSIBLE FOR RETAINING AN ENGINEER AND/OR SURVEYOR TO INSPECT THE DRAINAGE IMPROVEMENTS AND PROVIDE A REPORT CERTIFYING CONSTRUCTION WAS IN CONFORMANCE TO THE PLANS AND SPECIFICATIONS.



NOTE:
1. ADS SHALL PROVIDE SITE SPECIFIC SHOP DRAWING TO CONTRACTOR PRIOR TO CONSTRUCTION.



PUBLIC WORKS DEPARTMENT
Drawing File No. S-401
APPROVED: TIMOTHY P. O'HALLORAN, CITY ENGINEER - RCE NO. 45601

STANDARD DRAWING FOR
STANDARD MANHOLE
CITY COUNCIL RESOLUTION NO.:

MANHOLE DETAIL
N.T.S.

RA SMITH ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF RA SMITH.

THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

WDID NO.: 3 27C399357



DATE	DESCRIPTION
4/4/24	PLAN CHECK / GEOTECH ENGR COMMENTS
5/20/24	PLANNING COMMENTS

INSTALLED PER PLAN
November 5, 2025
Gang Doria

8911 Research Drive
Irvine, CA 92618-4237
(949) 872-2378
rasmith.com



AMERICA'S TIRE - SEASIDE
1950 DEL MONTE BOULEVARD,
SEASIDE CA 93955

PRIVATE STORM DRAIN

Colby J. Newmyer
LICENSED PROFESSIONAL ENGINEER
C86771
EXP. 3/31/27
CIVIL
STATE OF CALIFORNIA
DATE 7/9/25

© COPYRIGHT 2025 R.A. Smith, Inc.
DATE: 7/9/25
SCALE: AS SHOWN
JOB NO. 3200007
PROJECT MANAGER: REID KUNISHIGE
DESIGNED BY: CJN
CHECKED BY: JHR
SHEET NUMBER C9

PROJECT INFORMATION	
ENGINEERED PRODUCT MANAGER	
ADS SALES REP	
PROJECT NO.	



AT SEASIDE SEASIDE, CA, USA

SC-740 STORMTECH CHAMBER SPECIFICATIONS

- CHAMBERS SHALL BE STORMTECH SC-740.
- CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
- THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
- CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
- REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 2".
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 550 LB/FT²; THE ASC IS DEFINED IN SECTION 8.2.8 OF ASTM F2418, AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
- ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
 - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
 - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
 - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
- CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF THE SC-740 SYSTEM

- STORMTECH SC-740 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
- STORMTECH SC-740 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
- CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
 - STONESHOOTER LOCATED OFF THE CHAMBER BED.
 - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
 - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
- THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
- JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
- MAINTAIN MINIMUM - 6" (150 mm) SPACING BETWEEN THE CHAMBER ROWS.
- EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE 3/4"-2" (20-50 mm).
- THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
- ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

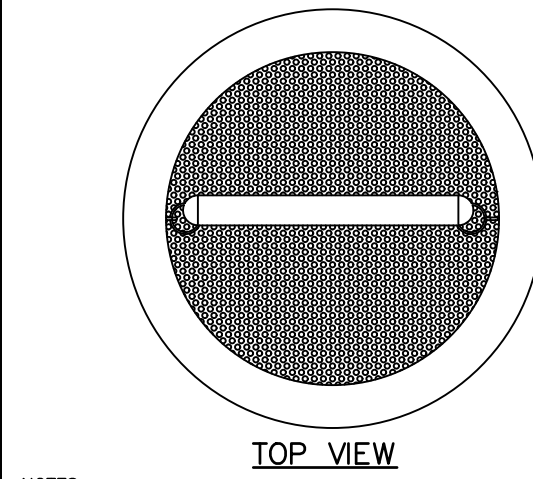
NOTES FOR CONSTRUCTION EQUIPMENT

- STORMTECH SC-740 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
- THE USE OF CONSTRUCTION EQUIPMENT OVER SC-740 CHAMBERS IS LIMITED:
 - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
 - NO RUBBER Tired LOADERS, DUMP TRUCKS, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
 - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
- FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO THE CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

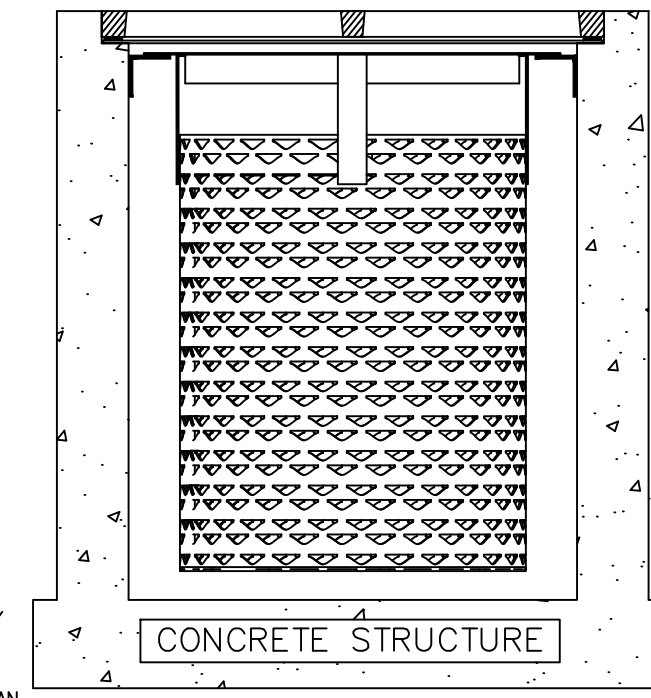
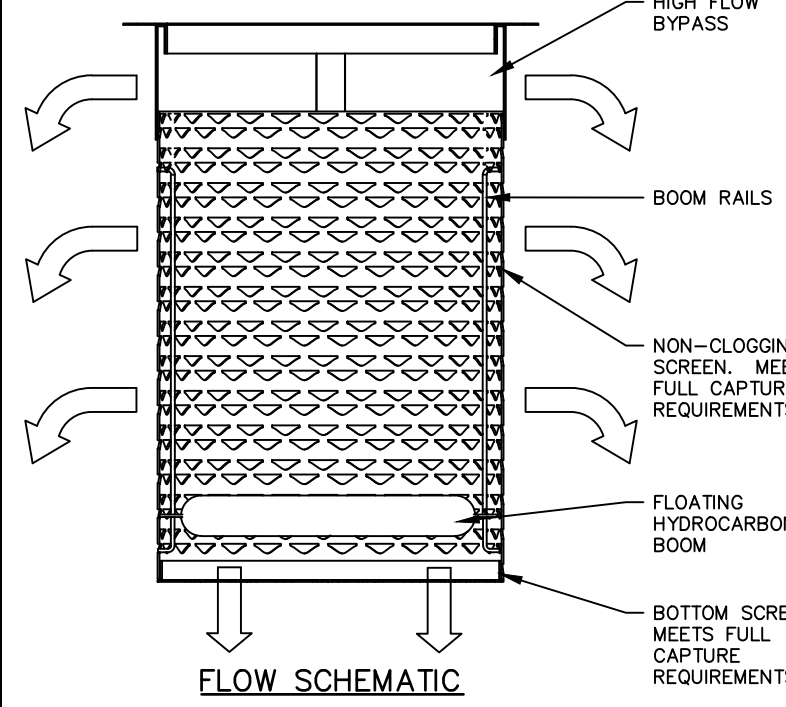
CONTACT STORMTECH AT 1-888-892-2684 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

BIO CLEAN FULL CAPTURE FILTER FOR USE IN GRATE INLETS



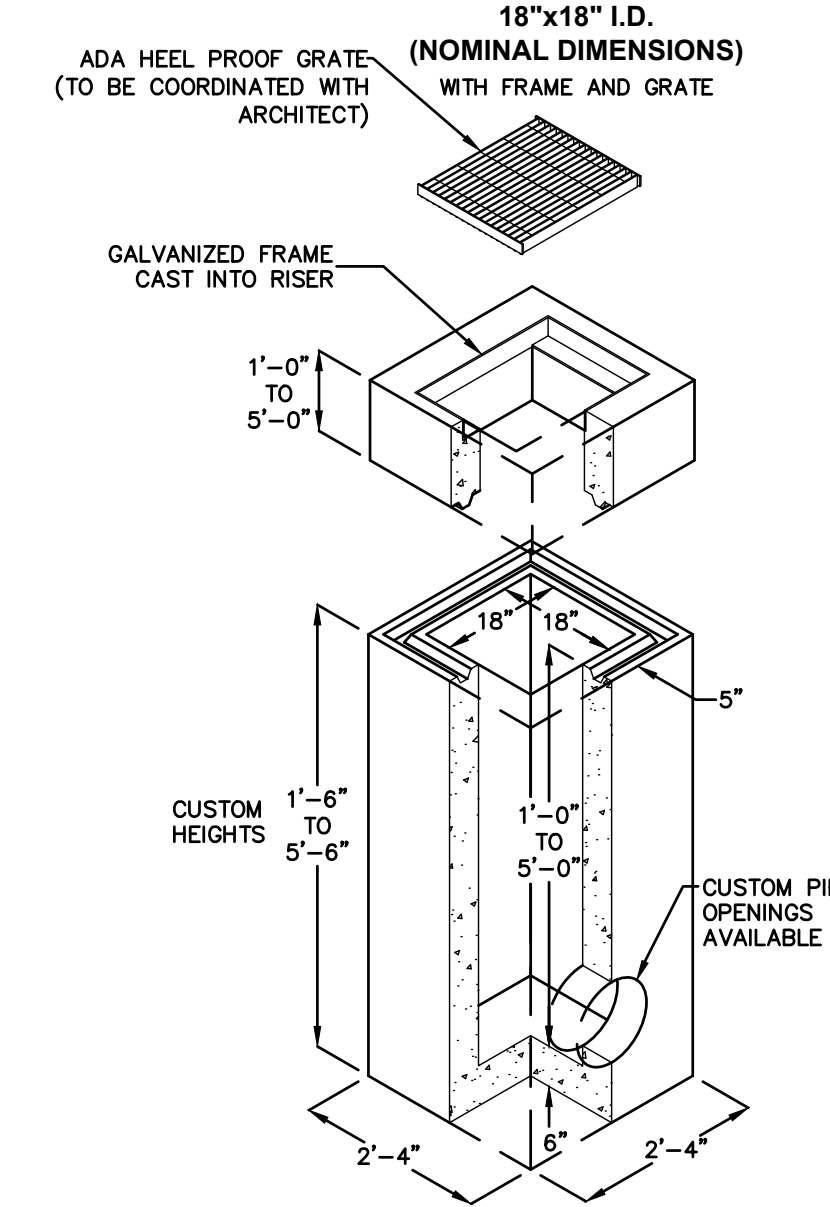
NOTES:

- ALL HARDWARE, FLANGE, FRAME, SCREENS SHALL BE STAINLESS STEEL.
- HYDROCARBON BOOM SHALL USE 2" DIAMETER AND CONNECTED MECHANICALLY TO THE FILTER FRAME WITH RAILS ALLOWING IT TO FLOAT ON THE WATER SURFACE REGARDLESS OF HEIGHT.
- SEE PERFORMANCE REPORTS IN MANUFACTURER'S SPECIFICATIONS.
- OTHER STANDARD AND CUSTOM MODEL SIZES AVAILABLE - CONTACT BIO CLEAN FOR MORE INFORMATION.
- BASED ON 37% OPEN AREA.
- CONSIDERS A SAFETY FACTOR OF 2.0.
- CONSIDERS A LOCAL DEPRESSION PONDING DEPTH OF 6 INCHES.
- STORAGE CAPACITY BASED ON THE BASKET HALF FULL.
- CONCRETE STRUCTURE SOLD SEPARATELY.



MODEL #	TREATMENT FLOW (CFS)	BYPASS FLOW (CFS)	SOLIDS STORAGE CAPACITY (CF)
BIO-GRATE-FULL 12-12-12	1.55	1.55	0.27
BIO-GRATE-FULL 18-18-18	4.32	3.68	1.05
BIO-GRATE-FULL 24-24-24	7.67	4.83	2.41
BIO-GRATE-FULL 30-30-24	12.97	6.21	3.98
BIO-GRATE-FULL 25-38-24	13.53	6.59	4.16
BIO-GRATE-FULL 36-36-24	19.64	7.60	5.94
BIO-GRATE-FULL 48-48-18	25.59	10.13	7.92

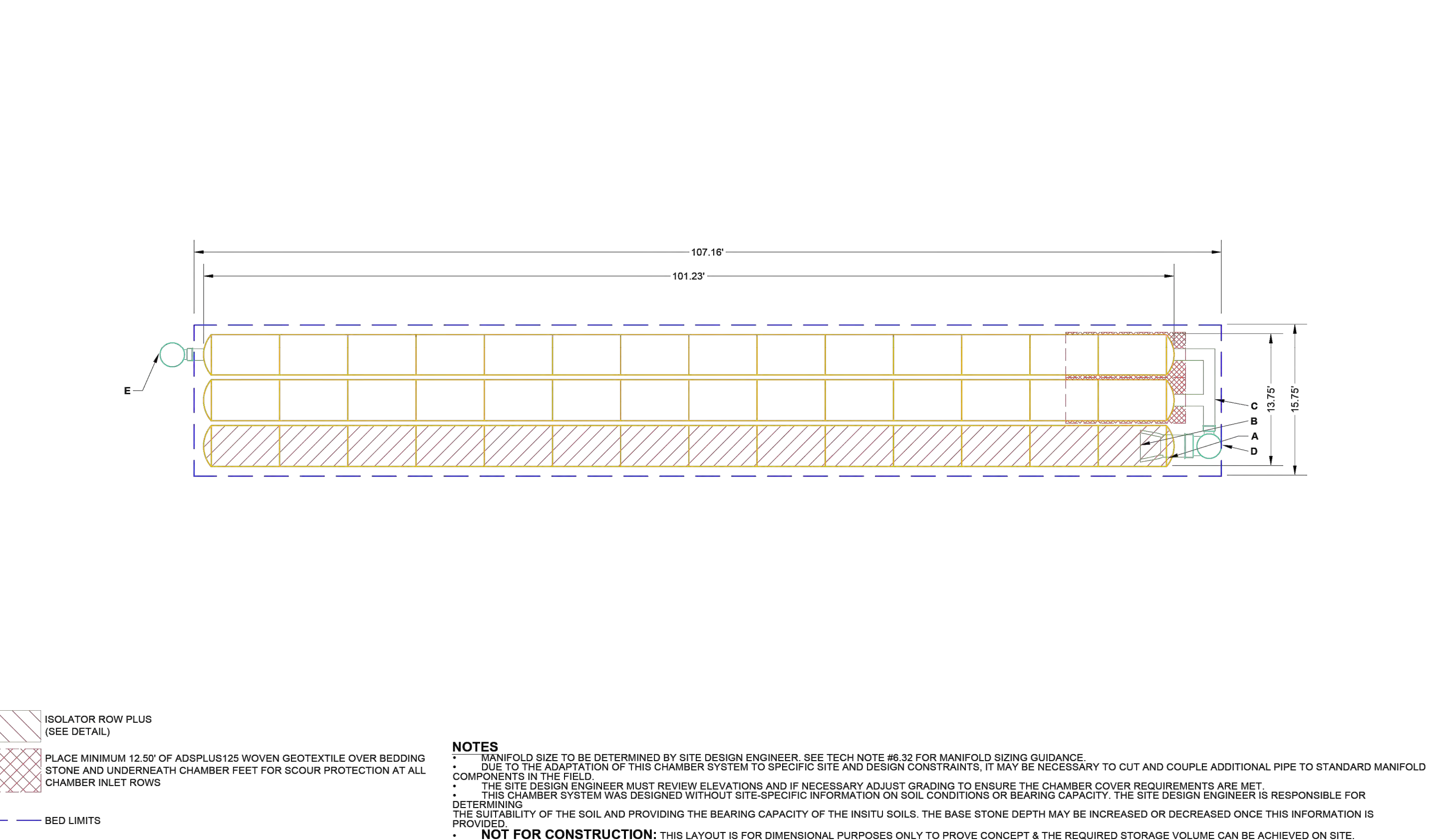
Bio Clean
A Forterra Company



NOTE:

ALL DRAIN INLETS THAT DISCHARGE INTO AN EXISTING OR PROPOSED STORM DRAIN MUST BE LABELED TO DISCOURAGE ILLEGAL DUMPING OF POLLUTANTS WITH THE STENCIL ABOVE IN A VISIBLE AREA. 2 COATS MINIMUM.

PROPOSED LAYOUT	CONCEPTUAL ELEVATIONS	PART TYPE		ITEM ON LAYOUT	DESCRIPTION	INVERT	MAX FLOW
42 STORMTECH SC-740 CHAMBERS	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT UNPAVED):	11.50					
6 STORMTECH SC-740 END CAPS	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	5.00					
6 STONE ABOVE (IN)	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	4.50		A	24" BOTTOM PREFABRICATED EZ END CAP, PART#: SC740ECEZ / TYP OF ALL 24" BOTTOM CONNECTIONS AND ISOLATOR PLUS ROWS	0.10"	
6 STONE BELOW (IN)	MINIMUM ALLOWABLE GRADE (TOP OF RIGID CONCRETE PAVEMENT):	4.50		B	24" LAMP	12.50"	
40 STONE VOID	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	4.50		C	12" x 12" TOP MANIFOLD, ADS M-12		
40 INSTALLED SYSTEM VOLUME (CF)	TOP OF STONE	3.00		D	30" DIAMETER (DESIGN BY ENGINEER)	27.64'	4.6 CFS IN
3521 (PERIMETER STONE INCLUDED) (COVER STONE INCLUDED)	TOP OF SC-740 CHAMBER	3.00					
1688 (BASE STONE INCLUDED)	12" x 12" TOP MANIFOLD INVERT	1.50					
245.8 (SYSTEM AREA (SF))	24" ISOLATOR ROW PLUS INVERT	0.51					
245.8 (SYSTEM PERIMETER (ft))	BOTTOM OF SC-740 CHAMBER	0.50					
	BOTTOM OF STONE	0.00					



AT SEASIDE
SEASIDE, CA, USA

StormTech Chamber System
888-892-2684 | WWW.STORMTECH.COM

DATE: 7/9/25
DRAWN: JLR
CHECKED: N/A

PROJECT #:
DESCRIPTION:
DATE: 7/9/25
SCALE: SF = 15
UNITS = INCHES

4600 TRILUMIN BLVD
HILLIARD, OH 43026
1-800-333-4473

SHEET 2 OF 6

- NOTE:
- ADS SHALL PROVIDE SITE SPECIFIC SHOP DRAWING TO CONTRACTOR PRIOR TO CONSTRUCTION.
 - SEE SHEET C9 FOR INFILTRATION CHAMBER INVERT INFORMATION.

RA SMITH ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF RA SMITH.

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DESCRIPTION
PLAN CHECK / GEOTECH ENGR COMMENTS
PLANNING COMMENTS

DATE
4/4/24
5/20/24

INSTALLED PER PLAN
13850 Mountain Ave, Chino, CA 91710
November 5, 2025
Gary Davis

8911 Research Drive
Irvine, CA 92618-4237
(949) 872-2378
rasmith.com

raSmith
CREATIVITY BEYOND ENGINEERING

AMERICA'S TIRE - SEASIDE
1950 DEL MONTE BOULEVARD,
SEASIDE CA 93955

STORMWATER DETAILS

Colby J. Henry
LICENSED PROFESSIONAL ENGINEER
C86771
EXP. 3/31/27
CIVIL
STATE OF CALIFORNIA
DATE 7/9/25

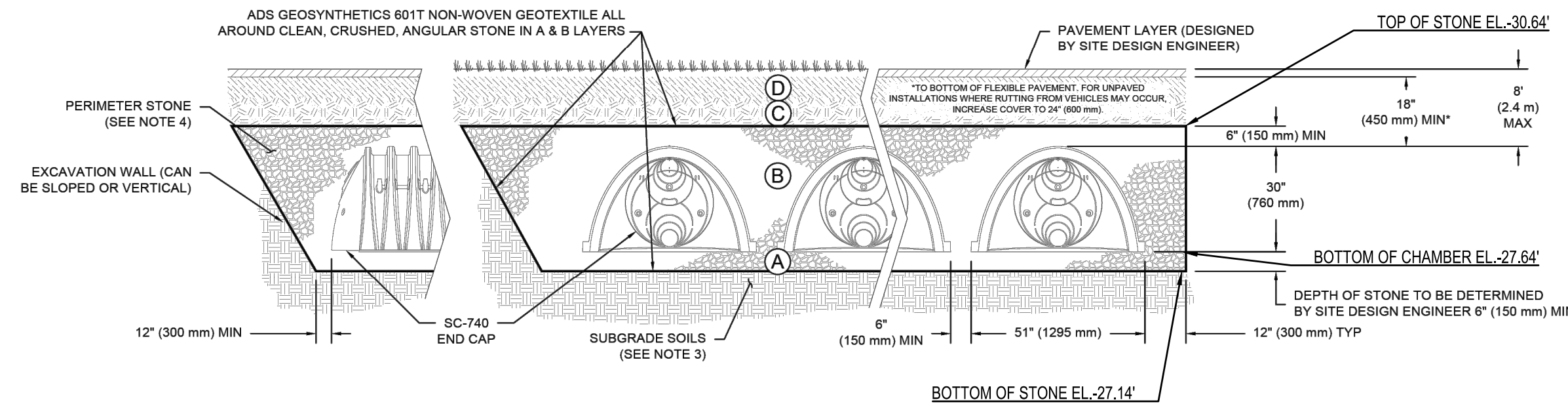
© COPYRIGHT 2025
R.A. Smith, Inc.
DATE: 7/9/25
SCALE: AS SHOWN
JOB NO. 3200007
PROJECT MANAGER:
REID KUNISHIGE
DESIGNED BY: CJN
CHECKED BY: JHR

SHEET NUMBER
C10

ACCEPTABLE FILL MATERIALS: STORMTECH SC-740 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	AASHTO M145' A-1, A-2, A-3 OR AASHTO M43' 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	AASHTO M43' 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	AASHTO M43' 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{2,3}

PLEASE NOTE:
 1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
 2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERS WITH A VIBRATORY COMPACTOR.
 3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
 4. ONCE LAYER 'C' IS PLACED, ANY SOLMATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.



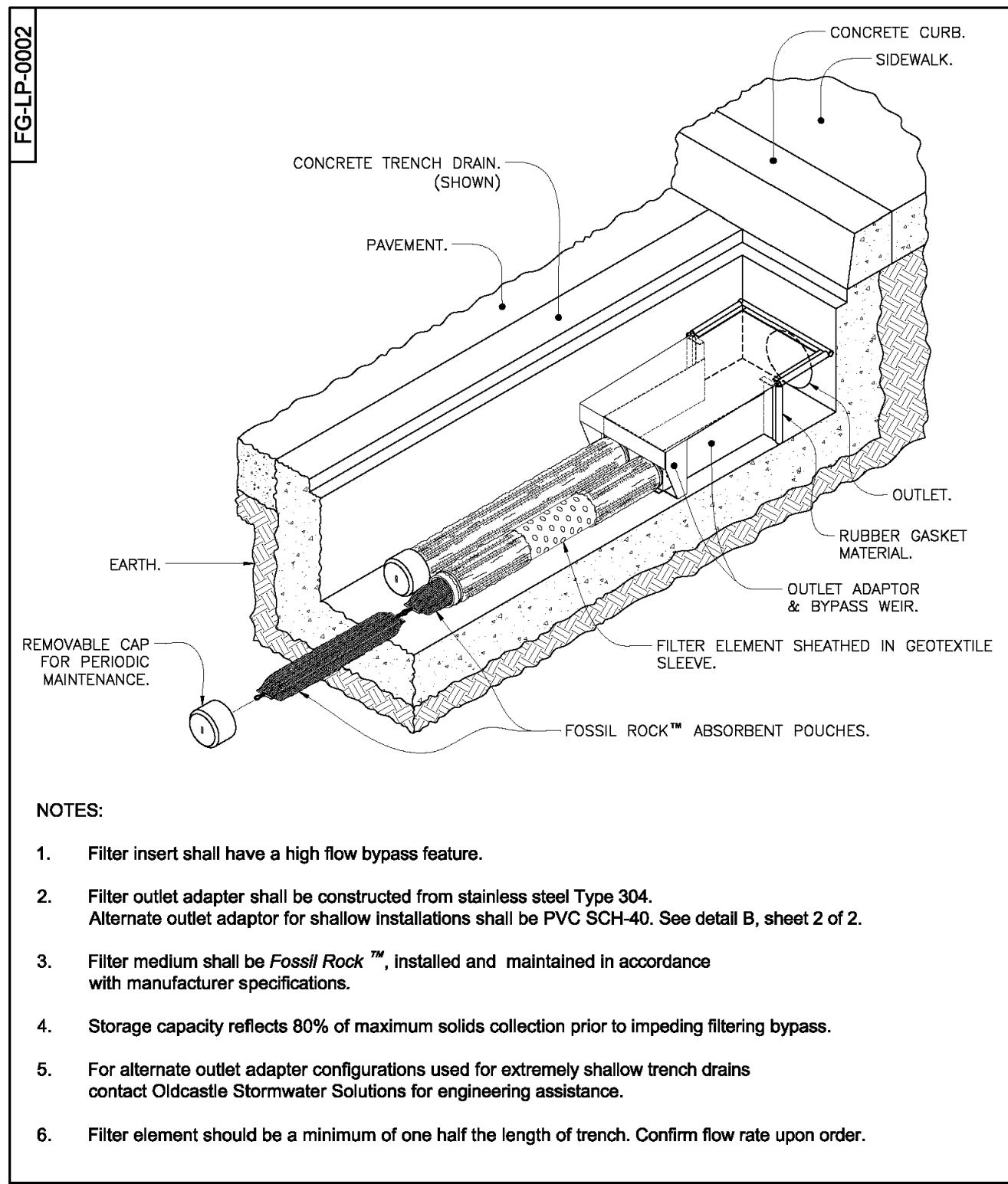
- NOTES:**
- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418. "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
 - SC-740 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
 - THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
 - PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
 - REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 2".
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 550 LBS/FT². THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

AT SEASIDE
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StormTech Chamber System
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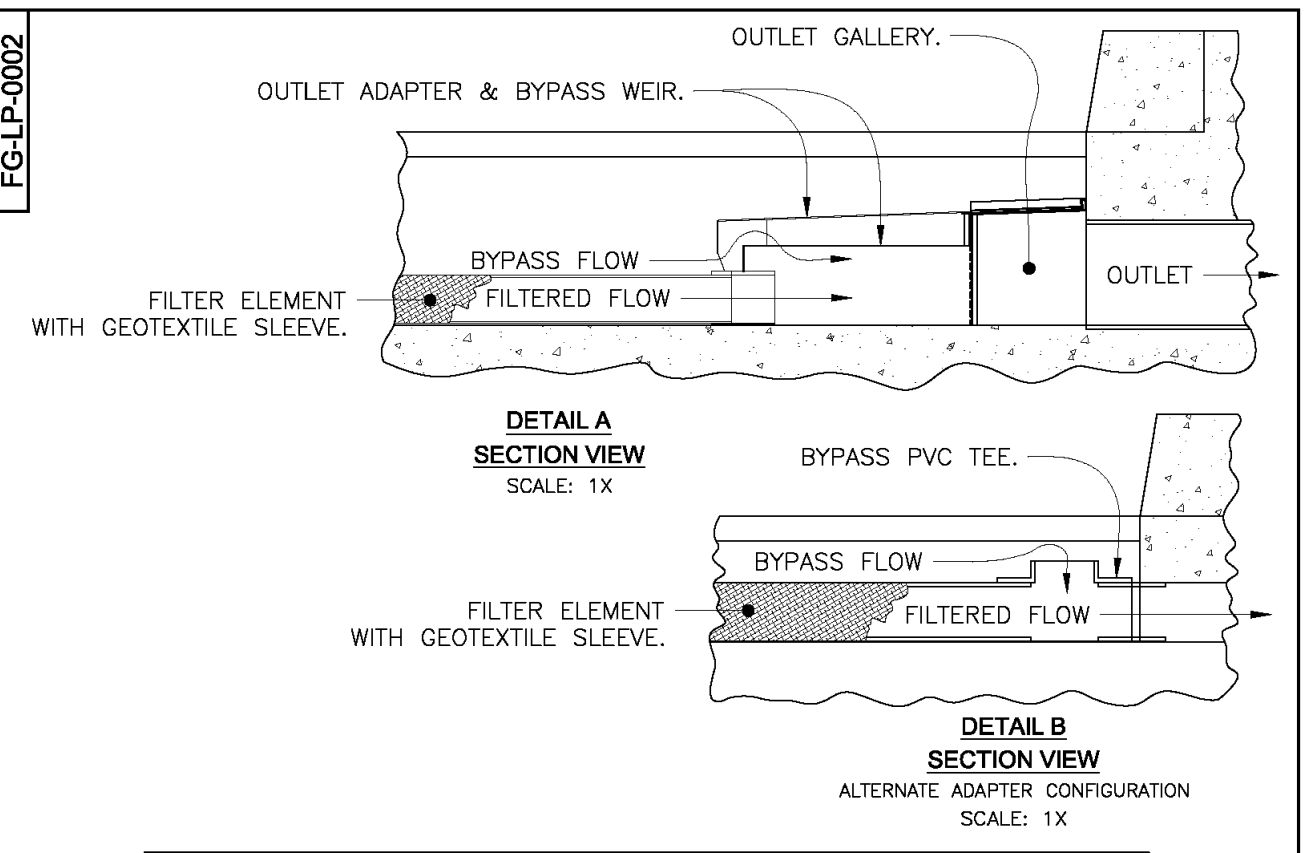
SHEET 3 OF 6



- NOTES:**
- Filter insert shall have a high flow bypass feature.
 - Filter outlet adaptor shall be constructed from stainless steel Type 304. Alternate outlet adaptor for shallow installations shall be PVC SCH-40. See detail B, sheet 2 of 2.
 - Filter medium shall be Fossil Rock™, installed and maintained in accordance with manufacturer specifications.
 - Storage capacity reflects 80% of maximum solids collection prior to impeding filtering bypass.
 - For alternate outlet adaptor configurations used for extremely shallow trench drains contact Oldcastle Stormwater Solutions for engineering assistance.
 - Filter element should be a minimum of one half the length of trench. Confirm flow rate upon order.

FloGard® Catch Basin Insert Filter Trench Drain Style
Oldcastle Stormwater Solutions
FG-LP-0002 G EDD-0127 APR 5/18/15 APR 2/21/07 SHEET 1 OF 2

2 TRENCH DRAIN FILTER DETAIL PER OLDCASTLE



SPECIFIER CHART

MODEL	FILTER TYPE	TRENCH WIDTH "D" (CLEAR OPENING)	MINIMUM TRENCH DEPTH (FROM BOTTOM OR GRATE)	SOLIDS STORAGE CAPACITY (CUBIC FEET)**	FILTERED FLOW CAPACITY (GALLONS PER SECOND)**	TOTAL BYPASS CAPACITY (CUBIC FEET / SECOND)
FG-TDOF3	PIPE *	3.0	6.5	0.1	0.5	0.1
FG-TDOF4	PIPE *	4.0	6.5	0.2	0.5	0.1
FG-TDOF6	PIPE	6.0	6.5	0.4	0.5	0.2
FG-TDOF8	PIPE	8.0	6.5	0.7	0.5	0.3
FG-TDOF10	PIPE	10.0	6.5	0.9	0.5	0.5
FG-TDOF12	PIPE	12.0	6.5	0.9	1.0	0.6
FG-TDOF18	PIPE	18.0	6.5	1.3	1.5	1.1
FG-TDOF24	PIPE	24.0	6.5	1.8	2.0	1.5
FG-TDOA6	PANEL	6.0	4.5	0.4	0.2	0.2
FG-TDOA8	PANEL	8.0	4.5	0.7	0.2	0.3
FG-TDOA10	PANEL	10.0	4.5	0.8	0.3	0.5
FG-TDOA12	PANEL	12.0	4.5	1.0	0.4	0.6
FG-TDOA18	PANEL	18.0	4.5	1.4	0.8	1.1
FG-TDOA24	PANEL	24.0	4.5	1.8	1.1	1.5

*ALTERNATE ADAPTER CONFIGURATION. SEE DETAIL B.
**CAPACITY PER 4-FT. SEGMENT USED.

FloGard® Catch Basin Insert Filter Trench Drain Style
Oldcastle Stormwater Solutions
FG-LP-0002 G EDD-0127 APR 5/18/15 APR 2/21/07 SHEET 2 OF 2

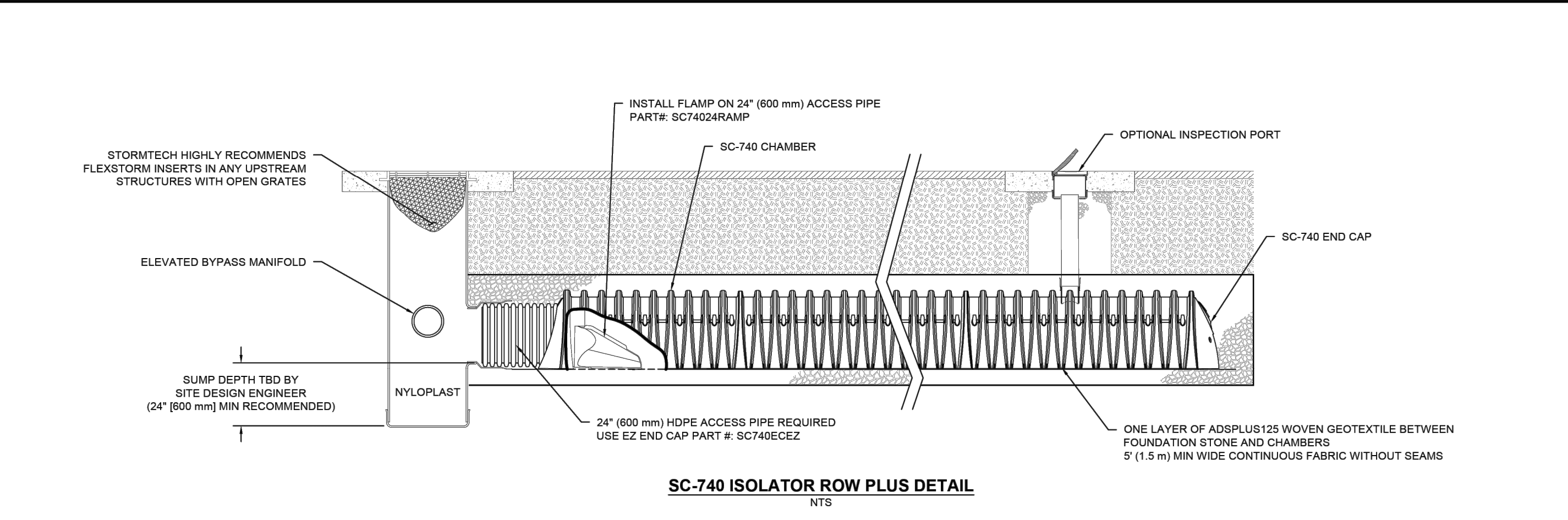
N.T.S.

DESCRIPTION
PLAN CHECK / GEOTECH ENGR COMMENTS
PLANNING COMMENTS
DATE
4/4/24
5/20/24

INSTALLED PER PLAN
Smart Construction, Inc.
12800 Moorpark Ave, China, CA 95710
November 5, 2025
Gary Dornin

8911 Research Drive
Irvine, CA 92618-4237
(949) 872-2378
rasmith.com

rasmith
CREATIVITY BEYOND ENGINEERING



- INSPECTION & MAINTENANCE**
- STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
- REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
 - REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
 - USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
 - LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
 - IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR PLUS ROWS
- REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
 - USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
 - MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
 - FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
 - IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45" (1.1 m) OR MORE IS PREFERRED
 - APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
 - VACUUM STRUCTURE SUMP AS REQUIRED
- STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS. RECORD OBSERVATIONS AND ACTIONS.
- STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.
- NOTES**
- INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
 - CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

AT SEASIDE
SEASIDE, CA USA
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PROJECT #:
DESCRIPTION:
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SHEET 4 OF 6

- NOTE:**
- ADS SHALL PROVIDE SITE SPECIFIC SHOP DRAWING TO CONTRACTOR PRIOR TO CONSTRUCTION.
 - SEE SHEET C9 FOR INFILTRATION CHAMBER INVERT INFORMATION.

RA SMITH ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF RA SMITH.

THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

WDID NO.: 3 27C399357

811
Know what's below.
Call before you dig.

AMERICA'S TIRE - SEASIDE
1950 DEL MONTE BOULEVARD,
SEASIDE CA 93955

STORMWATER DETAILS

Colby J. Henry
LICENSED PROFESSIONAL ENGINEER
C86771
EXP. 3/31/27
CIVIL
STATE OF CALIFORNIA
DATE 7/9/25

© COPYRIGHT 2025
R.A. Smith, Inc.

DATE: 7/9/25
SCALE: AS SHOWN
JOB NO. 3200007
PROJECT MANAGER:
REID KUNISHIGE
DESIGNED BY: CJN
CHECKED BY: JHR

SHEET NUMBER
C11

EXHIBIT D

1000 Playa, LLC
1000 Playa Avenue
Seaside, CA 93955
APN: 011-524-009

REQUIRED PERMITS

Grading Permit

Building Permit

General Construction Permit (SWPPP)

RECORDKEEPING

All records must be made available for review upon request.

RESPONSIBLE PARTY

The owner is aware of the maintenance responsibilities of the proposed BMPs. A funding mechanism is in place to maintain the BMPs at the frequency stated in the Storm Water Control Plan. The contact information for the entity responsible is below:

Name:	Peter Taormina, Rik Sagin
Company:	1000 Playa, LLC
Address 1:	192 Healy Avenue
Address 2:	Marina, CA 93923
Phone Number:	(831) 277-6112
	PeterTaormina@gmail.com
Email:	RSagin@gmail.com

BMP Name	BMP Implementation, Maintenance, and Inspection Procedures	Implementation, Maintenance, and Inspection Frequency and Schedule	Person or Entity with Operation & Maintenance Responsibility
Stormwater Control Measures Maintenance and Responsibility			
Infiltration Chamber System	<p>The StormTech Isolator Row should be initially inspected by ADS immediately after completion of the site's construction. While every effort should be made to prevent sediment from entering the system during construction, it is during this time that excess amounts of sediments are most likely to enter any stormwater system. Inspection and Maintenance, if necessary, should be performed prior to passing responsibility over to 1000 Playa, LLC. Once in normal service, a StormTech Isolator Row should be inspected bi-annually until an understanding of the site's characteristics is developed. The site's maintenance manager can then revise the inspection schedule based on experience or local requirements, with the isolator row being inspected bi-annually at a minimum.</p>	Immediately after Construction and Bi-Annually (Twice a year) in the months of April and October.	1000 Playa, LLC

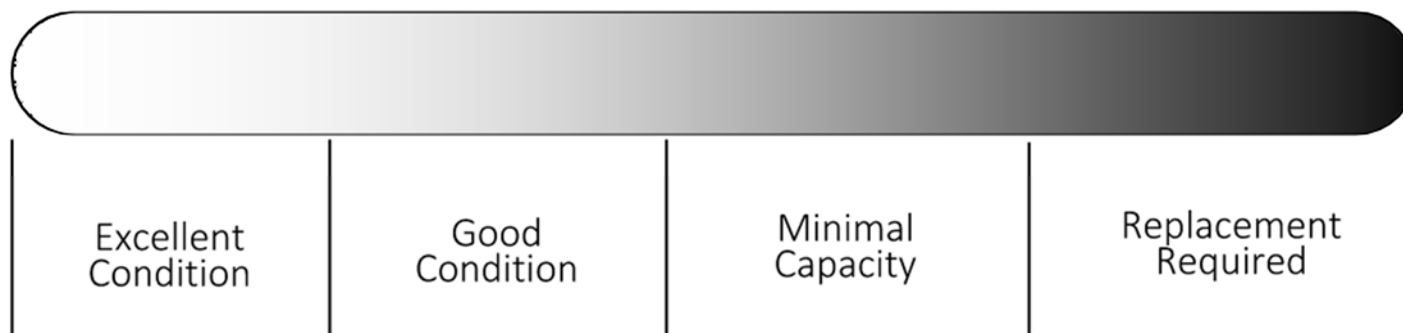
<p>Inlet Trash Full Capture Device</p>	<ol style="list-style-type: none"> 1. Observe filter with the grate removed; look out for any out of the ordinary obstructions on the grate or in the filter and its bypass. Write down any observations on the inspection form. Through observation, estimate the amount of trash, foliage and sediment accumulated inside the filter basket. Record this information on the inspection form. Finalize inspection report for analysis by the maintenance manager to determine if further maintenance is required. 2. Remove grate; using an extension vacuum truck, position the hose over the opened catch basin. Insert the vacuum hose down into the filter basket and suck out trash, foliage, and sediment. A pressure wash is recommended and will assist in spraying of any debris stuck on the side or bottom of the filter basket. Power wash off the filter basket sides and bottom. Next remove the hydrocarbon boom that is attached to the inside of the filter basket. The hydrocarbon boom is fastened to rails on two opposite sides of the basket (vertical rails). Access the color and conditions of the boom using the following information below this table (See * Below). If replacement is required install 	<ol style="list-style-type: none"> 1. After rain events. (Any Occurrence of rain, preceded by 10 hours without precipitation that results in an accumulation of 0.01 inches or more.) 2. Annually (Once a Year) in the month of October and After rain events. (Any Occurrence of rain, preceded by 10 hours without precipitation that results in an accumulation of 0.01 inches or more.) 	<p>1000 Playa, LLC</p>
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BMP Name	BMP Implementation, Maintenance, and Inspection Procedures	Implementation, Maintenance, and Inspection Frequency and Schedule	Person or Entity with Operation & Maintenance Responsibility
	<p>and fasten on a new hydrocarbon boom. Booms can be ordered directly from the manufacturer. The last step is to replace the grate and remove any traffic control. All debris and pollutants shall be disposed of following local and state requirements.</p>		

<p>Flogard Trench Drain Filter</p>	<ol style="list-style-type: none"> 1. The trench drain grate(s) shall be removed and set to one side. 2. The service shall commence with collection and removal of sediment and debris (litter, leaves, papers, cans, etc.). 3. The trench drain shall be visually inspected for defects and possible illegal dumping. If illegal dumping has occurred, the proper authorities and property owner representative shall be notified as soon as practicable. 4. Using an industrial vacuum, the collected materials shall be removed from the filter liner. (Note: DPS uses a truck-mounted vacuum for servicing FloGard LoPro Trench Drain Filters.) 5. When all of the collected materials have been removed, the filter assembly shall be removed from the drainage inlet. The outer filter liner shall be removed from the filter assembly and filter medium pouches shall be removed by unsnapping the tether from the interior ring and sent to one side. The filter liner, PVC body and fittings shall be inspected for continued serviceability. Minor damage or defects found shall be corrected on the spot and a notation made on the Maintenance Record. More extensive deficiencies that affect the efficiency of the filter (torn 	<p>Tri-Annually (Three Times a Year) in the month of October, January, and April and After rain events. (Any Occurrence of rain, preceded by 10 hours without precipitation that results in an accumulation of 0.01 inches or more.)</p>	
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BMP Name	BMP Implementation, Maintenance, and Inspection Procedures	Implementation, Maintenance, and Inspection Frequency and Schedule	Person or Entity with Operation & Maintenance Responsibility
	<p>liner, etc.), if approved by the customer representative, will be corrected and a quote submitted to the representative along with the Maintenance Record.</p> <p>6. The filter liner and filter medium pouches shall be inspected for defects and continued serviceability and replaced as necessary and the pouch tethers re-attached to the PVC body interior ring.</p> <p>7. The grate(s) shall be replaced</p>		

*Below is a replacement indication color chart for the Inlet Trash Full Capture Hydrocarbon Booms.



12.1 ISOLATOR ROW INSPECTION

Regular inspection and maintenance are essential to assure a properly functioning stormwater system. Inspection is easily accomplished through the manhole or optional inspection ports of an Isolator Row. Please follow local and OSHA rules for a confined space entry.

Inspection ports can allow inspection to be accomplished completely from the surface without the need for a confined space entry. Inspection ports provide visual access to the system with the use of a flashlight. A stadia rod may be inserted to determine the depth of sediment. If upon visual inspection it is found that sediment has accumulated to an average depth exceeding 3" (76 mm), cleanout is required.

A StormTech Isolator Row should initially be inspected immediately after completion of the site's construction. While every effort should be made to prevent sediment from entering the system during construction, it is during this time that excess amounts of sediments are most likely to enter any stormwater system. Inspection and maintenance, if necessary, should be performed prior to passing responsibility over to the site's owner. Once in normal service, a StormTech Isolator Row should be inspected bi-annually until an understanding of the sites characteristics is developed. The site's maintenance manager can then revise the inspection schedule based on experience or local requirements.

12.2 ISOLATOR ROW MAINTENANCE

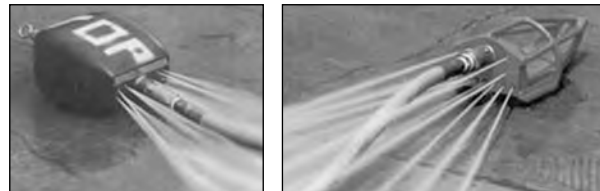
JetVac maintenance is recommended if sediment has been collected to an average depth of 3" (76 mm) inside the Isolator Row. More frequent maintenance may be required to maintain minimum flow rates through the Isolator Row. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, a wave of suspended sediments is flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/ JetVac combination vehicles. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" (1143 mm) are best. The JetVac process shall only be performed on StormTech Rows that have AASHTO class 1 woven geotextile over the foundation stone (ADS 315ST or equal).



Looking down the Isolator Row



A typical JetVac truck (This is not a StormTech product.)



Examples of culvert cleaning nozzles appropriate for Isolator Row maintenance. (These are not StormTech products).

12.0 Inspection & Maintenance

STORMTECH ISOLATOR™ ROW - STEP-BY-STEP MAINTENANCE PROCEDURES

Step 1) Inspect Isolator Row for sediment

- A) Inspection ports (if present)
 - i. Remove lid from floor box frame
 - ii. Remove cap from inspection riser
 - iii. Using a flashlight and stadia rod, measure depth of sediment
 - iv. If sediment is at, or above, 3" (76 mm) depth proceed to Step 2. If not proceed to Step 3.
- B) All Isolator Rows
 - i. Remove cover from manhole at upstream end of Isolator Row
 - ii. Using a flashlight, inspect down Isolator Row through outlet pipe
 - 1. Follow OSHA regulations for confined space entry if entering manhole
 - 2. Mirrors on poles or cameras may be used to avoid a confined space entry
 - iii. If sediment is at or above the lower row of sidewall holes [approximately 3" (76 mm)] proceed to Step 2. If not proceed to Step 3.

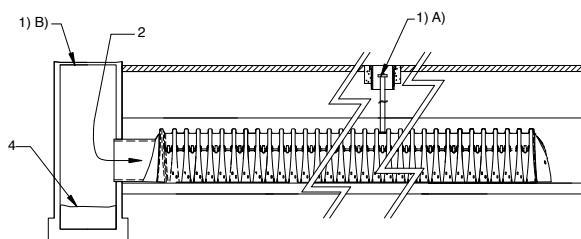
Step 2) Clean out Isolator Row using the JetVac process

- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45" (1143 mm) or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required during jetting

Step 3) Replace all caps, lids and covers

Step 4) Inspect and clean catch basins and manholes upstream of the StormTech system following local guidelines.

Figure 20 – StormTech Isolator Row (not to scale)



12.3 ECCENTRIC PIPE HEADER INSPECTION

These guidelines do not supercede a pipe manufacturer's recommended I&M procedures. Consult with the manufacturer of the pipe header system for specific I&M procedures. Inspection of the header system should be carried out quarterly. On sites which generate higher levels of sediment more frequent inspections may be necessary. Headers may be accessed through risers, access ports or manholes. Measurement of sediment may be taken with a stadia rod or similar device. Cleanout of sediment should occur when the sediment volume has reduced the storage area by 25% or the depth of sediment has reached approximately 25% of the diameter of the structure.

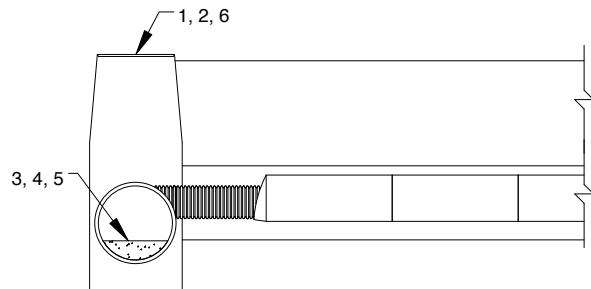
12.4 ECCENTRIC PIPE MANIFOLD MAINTENANCE

Cleanout of accumulated material should be accomplished by vacuum pumping the material from the header. Cleanout should be accomplished during dry weather. Care should be taken to avoid flushing sediments out through the outlet pipes and into the chamber rows.

Eccentric Header Step-by-Step Maintenance Procedures

1. Locate manholes connected to the manifold system
2. Remove grates or covers
3. Using a stadia rod, measure the depth of sediment
4. If sediment is at a depth of about 25% pipe volume or 25% pipe diameter proceed to step 5. If not proceed to step 6.
5. Vacuum pump the sediment. Do not flush sediment out inlet pipes.
6. Replace grates and covers
7. Record depth and date and schedule next inspection

Figure 21 – Eccentric Manifold Maintenance

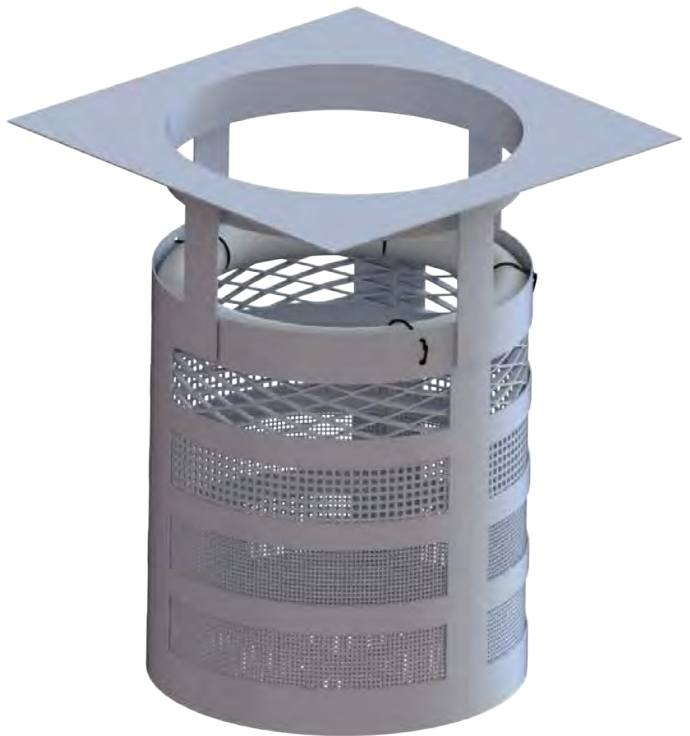
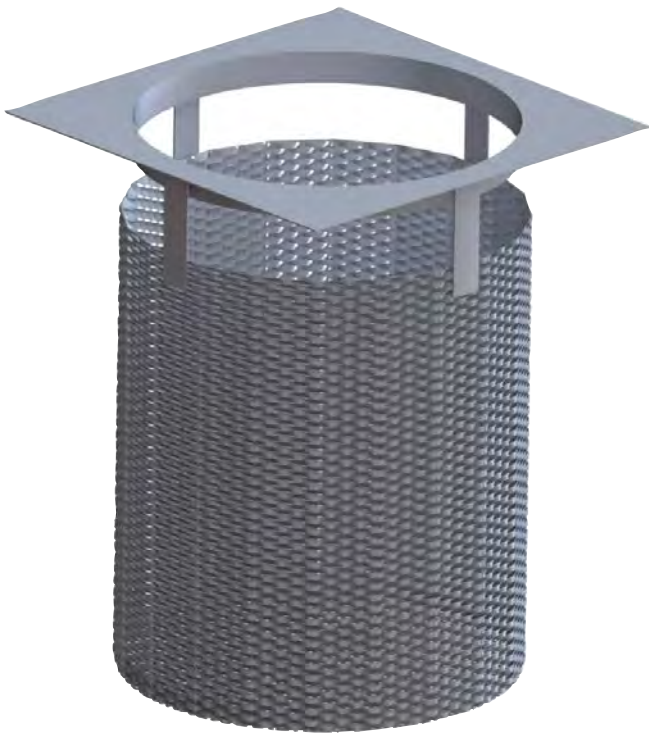


Please contact StormTech's Technical Services Department at 888-892-2894 for a spreadsheet to estimate cleaning intervals.

Grate Inlet Filter



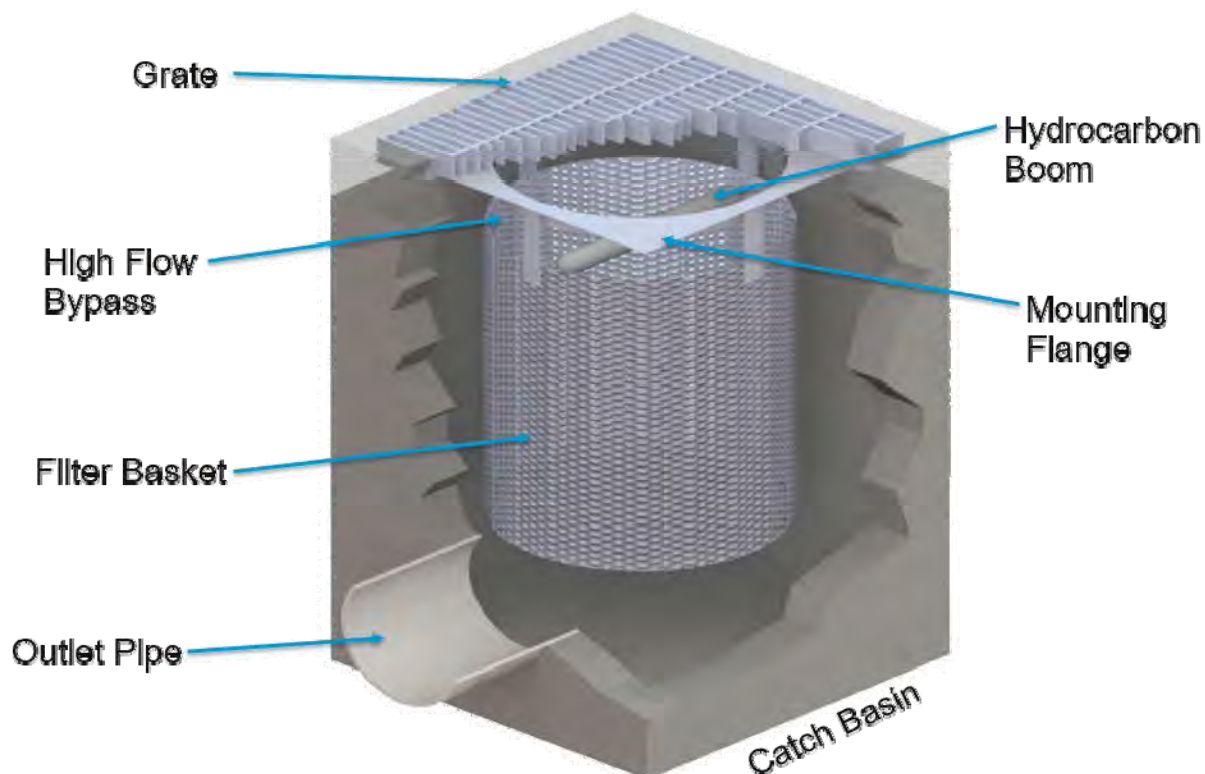
OPERATION & MAINTENANCE



OPERATION & MAINTENANCE

The Bio Clean Grate Inlet Filter is a stormwater device designed to remove high levels of trash, debris, sediments and hydrocarbons. The filter is available in several configurations including trash full capture, multi-level screening, Kraken membrane filter and media filter variations. This manual covers maintenance procedures of the trash full capture and multi-level screening configurations. A supplemental manual is available for the Kraken and media filter variations. This filter is made of 100% stainless steel and is available in various sizes and depths allowing it to fit in any grated catch basin inlet. The filter's heavy duty construction allows for cleaning with any vacuum truck. The filter can also easily be cleaned by hand.

As with all stormwater BMPs, inspection and maintenance on the Grate Inlet Filter is necessary. Stormwater regulations require BMPs be inspected and maintained to ensure they are operating as designed to allow for effective pollutant removal and provide protection to receiving water bodies. It is recommended that inspections be performed multiple times during the first year to assess site-specific loading conditions. This is recommended because pollutant loading can vary greatly from site to site. Variables such as nearby soil erosion or construction sites, winter sanding of roads, amount of daily traffic and land use can increase pollutant loading on the system. The first year of inspections can be used to set inspection and maintenance intervals for subsequent years. Without appropriate maintenance a BMP can exceed its storage capacity which can negatively affect its continued performance in removing and retaining captured pollutants.

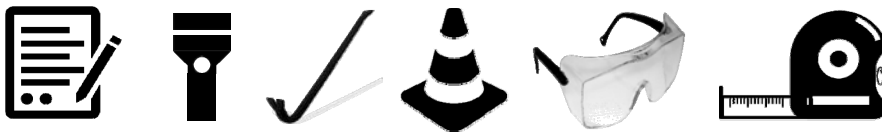


System Diagram:

Inspection Equipment

Following is a list of equipment to allow for simple and effective inspection of the Grate Inlet Filter:

- Bio Clean Environmental Inspection Form (contained within this manual).
- Manhole hook or appropriate tools to remove access hatches and covers.
- Appropriate traffic control signage and procedures.
- Protective clothing and eye protection.
- Note: entering a confined space requires appropriate safety and certification. It is generally not required for routine inspections or maintenance of the system.



Inspection Steps

The core to any successful stormwater BMP maintenance program is routine inspections. The inspection steps required on the Grate Inlet Filter are quick and easy. As mentioned above the first year should be seen as the maintenance interval establishment phase. During the first year more frequent inspections should occur in order to gather loading data and maintenance requirements for that specific site. This information can be used to establish a base for long-term inspection and maintenance interval requirements.

The Grate Inlet Filter can be inspected through visual observation. All necessary pre-inspection steps must be carried out before inspection occurs, such as safety measures to protect the inspector and nearby pedestrians from any dangers associated with an open grated inlet. Once the grate has been safely removed the inspection process can proceed:

- Prepare the inspection form by writing in the necessary information including project name, location, date & time, unit number and other info (see inspection form).
- Observe the filter with the grate removed.
- Look for any out of the ordinary obstructions on the grate or in the filter and its bypass. Write down any observations on the inspection form.
- Through observation and/or digital photographs estimate the amount of trash, foliage and sediment accumulated inside the filter basket. Record this information on the inspection form.
- Observe the condition and color of the hydrocarbon boom. Record this information on the inspection form.
- Finalize inspection report for analysis by the maintenance manager to determine if maintenance is required.

Maintenance Indicators

Based upon observations made during inspection, maintenance of the system may be required based on the following indicators:

- Missing or damaged internal components.
- Obstructions in the filter basket and its bypass.
- Excessive accumulation of trash, foliage and sediment in the filter basket. Maintenance is required when the basket is greater than half-full.
- The following chart shows the 50% and 100% storage capacity of each filter height:

Model	Filter Basket Diameter (in)	Filter Basket Height (in)	50% Storage Capacity (cu ft)	100% Storage Capacity (cu ft)
BC-GRATE-12-12-12	10.00	12.00	0.27	0.55
BC-GRATE-18-18-18	16.00	18.00	1.05	2.09
BC-GRATE-24-24-24	21.00	24.00	2.41	4.81
BC-GRATE-30-30-24	27.00	24.00	3.98	7.95
BC-GRATE-36-36-24	33.00	24.00	5.94	11.88
BC-GRATE-48-48-18	44.00	18.00	7.92	15.84

Maintenance Equipment

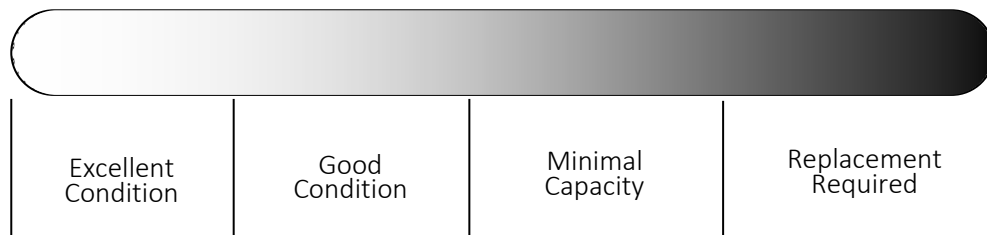
It is recommended that a vacuum truck be utilized to minimize the time required to maintain the Curb Inlet Filter, though it can easily be cleaned by hand:

- Bio Clean Environmental Maintenance Form (contained in O&M Manual).
- Manhole hook or appropriate tools to remove the grate.
- Appropriate safety signage and procedures.
- Protective clothing and eye protection.
- Note: entering a confined space requires appropriate safety and certification. It is generally not required for routine maintenance of the system. Small or large vacuum truck (with pressure washer attachment preferred).

Maintenance Procedures

It is recommended that maintenance occurs at least two days after the most recent rain event to allow debris and sediments to dry out. Maintaining the system while flows are still entering it will increase the time and complexity required for maintenance. Cleaning of the Grate Inlet Filter can be performed utilizing a vacuum truck. Once all safety measures have been set up cleaning of the Grate Inlet Filter can proceed as followed:

- Remove grate (traffic control and safety measures to be completed prior).
- Using an extension on a vacuum truck position the hose over the opened catch basin. Insert the vacuum hose down into the filter basket and suck out trash, foliage and sediment. A pressure wash is recommended and will assist in spraying of any debris stuck on the side or bottom of the filter basket. Power wash off the filter basket sides and bottom.
- Next remove the hydrocarbon boom that is attached to the inside of the filter basket. The hydrocarbon boom is fastened to rails on two opposite sides of the basket (vertical rails). Assess the color and condition of the boom using the following information in the next bullet point. If replacement is required install and fasten on a new hydrocarbon boom. Booms can be ordered directly from the manufacturer.
- Follow is a replacement indication color chart for the hydrocarbon booms:



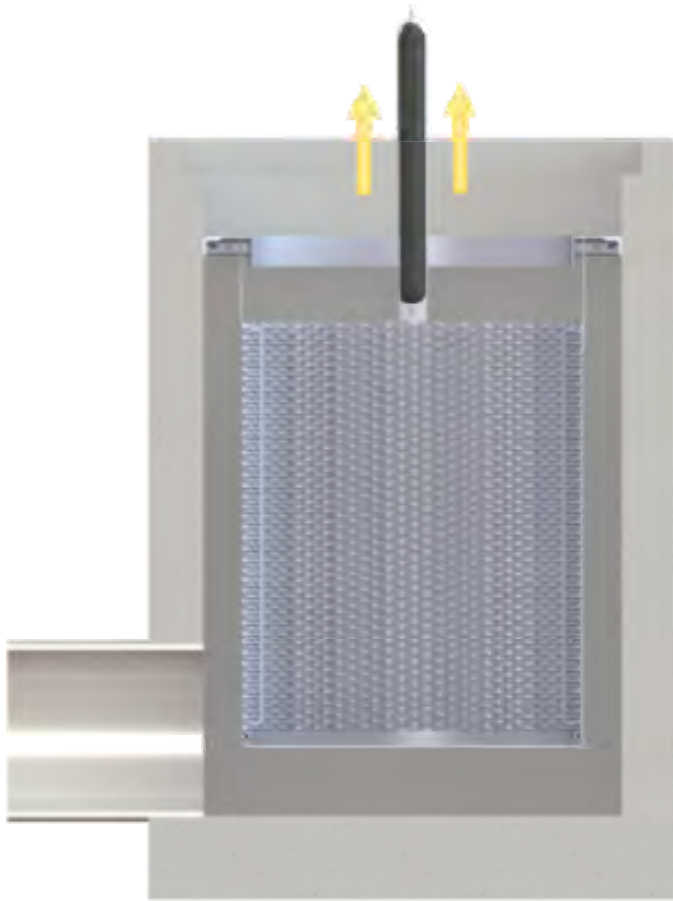
- The last step is to replace the grate and remove all traffic control.
- All removed debris and pollutants shall be disposed of following local and state requirements.
- Disposal requirements for recovered pollutants may vary depending on local guidelines. In most areas the sediment, once dewatered, can be disposed of in a sanitary landfill. It is not anticipated that the sediment would be classified as hazardous waste.
- In the case of damaged components, replacement parts can be ordered from the manufacturer. Hydrocarbon booms can also be ordered directly from the manufacturer as previously noted.

Maintenance Sequence

Remove grate and set up vacuum truck to clean the filter basket.

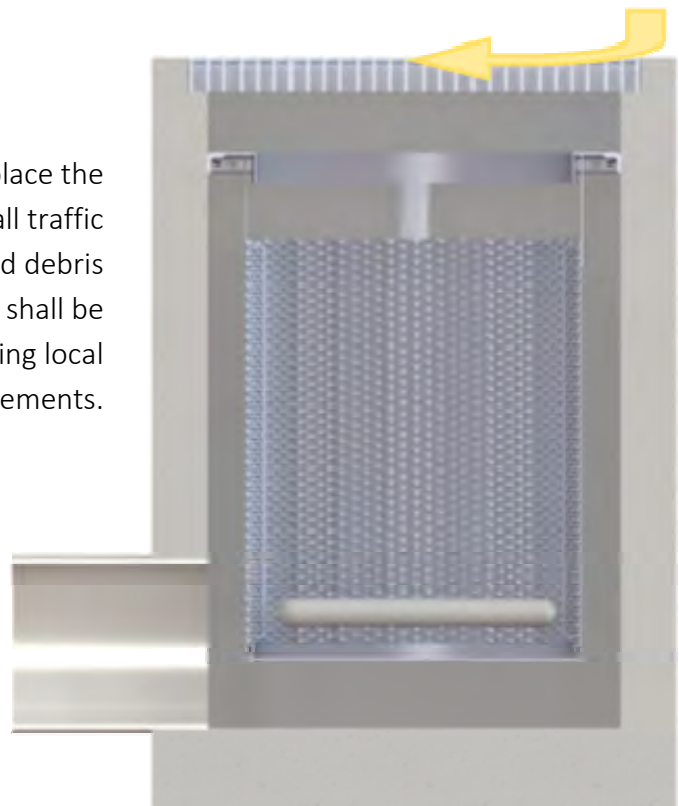


Insert the vacuum hose down into the filter basket and suck out debris. Use a pressure washer to assist in vacuum removal. Pressure wash off screens.



Remove the hydrocarbon boom that is attached to the inside of the filter basket. The hydrocarbon boom is fastened to rails on two opposite sides of the basket (vertical rails). Assess the color and condition of the boom using the following information in the next bullet point. If replacement is required install and fasten on a new hydrocarbon boom.

Close up and replace the grate and remove all traffic control. All removed debris and pollutants shall be disposed of following local and state requirements.



For Maintenance Services or
Information Please Contact Us At:
760-433-7640
Or Email:
info@biocleanenvironmental.com

Inspection and Maintenance Report Catch Basin Only

Project Name America's Tire Seaside

Project Address 1000 Playa Avenue, Seaside, CA 93955
(city) (Zip Code)

Owner / Management Company 1000 Playa, LLC

Contact Peter Taormina, Rik Sagin Phone (831) 277 - 6112

For Office Use Only
(Reviewed By)
(Date) Office personnel to complete section to the left.

Inspector Name _____ Date ____ / ____ / ____ Time _____ AM / PM

Type of Inspection Routine Follow Up Complaint Storm Storm Event in Last 72-hours? Yes No

Weather Condition _____ Additional Notes

Site Map #	GPS Coordinates of Insert	Catch Basin Size	Evidence of Illicit Discharge?	Trash Accumulation	Foliage Accumulation	Sediment Accumulation	Signs of Structural Damage?	Functioning Properly or Maintenance Needed?
1	Lat: <u>36.617945</u> Long: <u>-121.842774</u>	18"x18"						
2	Lat: <u>36.617897</u> Long: <u>-121.842597</u>	18"x18"						
3	Lat: <u>36.617793</u> Long: <u>-121.842277</u>	18"x18"						
4	Lat: <u>36.618295</u> Long: <u>-121.842557</u>	18"x18"						
5	Lat: <u>36.618175</u> Long: <u>-121.842630</u>	18"x18"						
6	Lat: <u>36.618280</u> Long: <u>-121.842316</u>	18"x18"						
7	Lat: <u>36.618203</u> Long: <u>-121.842106</u>	18"x18"						
8	Lat: <u>36.618141</u> Long: <u>-121.842072</u>	18"x18"						
10	Lat: <u>36.618004</u> Long: <u>-121.842117</u>	18"x18"						
11	Lat: _____ Long: _____							
12	Lat: _____ Long: _____							

Comments: _____



FLOGARD® LOPRO TRENCH DRAIN FILTER

Inspection and Maintenance Guide



A division of
Oldcastle Infrastructure



SCOPE:

Federal, State and Local Clean Water Act regulations and those of insurance carriers require that stormwater filtration systems be maintained and serviced on a recurring basis. The intent of the regulations is to ensure that the systems, on a continuing basis, efficiently remove pollutants from stormwater runoff thereby preventing pollution of the nation's water resources. These specifications apply to the FloGard® LoPro Trench Drain Filter.

RECOMMENDED FREQUENCY OF SERVICE:

Drainage Protection Systems (DPS) recommends that installed FloGard LoPro Trench Drain Filters be serviced on a recurring basis. Ultimately, the frequency depends on the amount of runoff, pollutant loading and interference from debris (leaves, vegetation, cans, paper, etc.); however, it is recommended that each installation be serviced a minimum of three times per year, with a change of filter medium once per year. DPS technicians are available to do an on-site evaluation, upon request.

RECOMMENDED TIMING OF SERVICE:

DPS guidelines for the timing of service are as follows:

1. For areas with a definite rainy season: Prior to, during and following the rainy season.
2. For areas subject to year-round rainfall: On a recurring basis (at least three times per year).
3. For areas with winter snow and summer rain: Prior to and just after the snow season and during the summer rain season.
4. For installed devices not subject to the elements (washracks, parking garages, etc.): On a recurring basis (no less than three times per year).

SERVICE PROCEDURES:

1. The trench drain grate(s) shall be removed and set to one side.
2. The service shall commence with collection and removal of sediment and debris (litter, leaves, papers, cans, etc.).
3. The trench drain shall be visually inspected for defects and possible illegal dumping. If illegal dumping has occurred, the proper authorities and property owner representative shall be notified as soon as practicable.
4. Using an industrial vacuum, the collected materials shall be removed from the filter liner. (Note: DPS uses a truck-mounted vacuum for servicing FloGard LoPro Trench Drain Filters.)
5. When all of the collected materials have been removed, the filter assembly shall be removed from the drainage inlet. The outer filter liner shall be removed from the filter assembly and filter medium pouches shall be removed by unsnapping the tether from the interior ring and sent to one side. The filter liner, PVC body and fittings shall be inspected for continued serviceability. Minor damage or defects found shall be corrected on the spot and a notation made on the Maintenance Record. More extensive deficiencies that affect the efficiency of the filter (torn liner, etc.), if approved by the customer representative, will be corrected and a quote submitted to the representative along with the Maintenance Record.
6. The filter liner and filter medium pouches shall be inspected for defects and continued serviceability and replaced as necessary and the pouch tethers re-attached to the PVC body interior ring.
7. The grate(s) shall be replaced.

REPLACEMENT AND DISPOSAL OF EXPOSED FILTER MEDIUM AND COLLECTED DEBRIS

The frequency of filter medium exchange will be in accordance with the existing DPS-Customer Maintenance Contract. DPS recommends that the medium be changed at least once per year. During the appropriate service, or if so determined by the service technician during a non-scheduled service, the filter medium pouches will be replaced. Once the exposed pouches and debris have been removed, DPS has possession and must dispose of it in accordance with local, state and federal agency requirements.

DPS also has the capability of servicing all manner of storm drain filters, catch basin inserts and catch basins without inserts, underground oil/water separators, stormwater interceptors and other such devices. All DPS personnel are highly qualified technicians and are confined-space trained and certified. Call us at (888) 950-8826 for further information and assistance.



City of Seaside

Stormwater Management Facilities

Annual Maintenance Certificate

For Calendar Year _____

I, _____ certify that the stormwater control measures (SCM) at
Print Name

_____ (Address), with

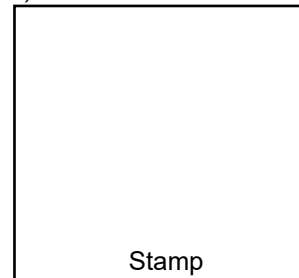
_____ (APN),

identified in the Storm Water Control Plan (SWCP) dated _____ developed for the property have been properly operated and maintained during the preceding year, and have been recently inspected during a period beginning on September 1 and ending no later than September 30 and repaired as necessary to ensure continued proper operation.

(Attach copies of any maintenance records and/or receipts, if applicable)

Signature Date

Title



I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate and complete.

This Certificate shall be certified by a licensed engineer, or other qualified professional approved by the City, and submitted no later than October 1 annually.

December 18, 2025
City Council Regular Meeting

Item 8J

ADOPT A RESOLUTION AUTHORIZING A MAINTENANCE AND
RIGHT OF ENTRY AGREEMENT WITH 1000 PLAYA, LLC. FOR
STORMWATER CONTROL AT AMERICA'S TIRE

[Attachment 3 – Stormwater Control Plan](#)



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: December 18, 2025

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF BROADWAY AVENUE TO THROUGH TRAFFIC FROM FREMONT BOULEVARD TO DEL MONTE AVENUE, AND ASSOCIATED SIDE STREETS AND THE CLOSURE OF DEL MONTE BOULEVARD FROM TIOGA AVENUE TO PALM AVENUE (NORTHBOUND) AND DEL MONTE BOULEVARD FROM TIOGA TO CONTRA COSTA STREET (SOUTHBOUND) AND ASSOCIATED SIDE STREETS, FOR THE EXOTICS ON BROADWAY EVENT ON AUGUST 15, 2026

RECOMMENDATION

Adopt the resolution.

BACKGROUND

Exotics on Broadway, LLC has submitted a special event application to host the Exotics on Broadway Car Event on Broadway Avenue and Del Monte Boulevard on Saturday, August 15, 2026, from 11:00 a.m. to 4:00 p.m. Event setup and cleanup are scheduled from 10:00 p.m. on August 14, 2026, to 9:30 p.m. on August 15, 2026, on Del Monte Boulevard, and from 12:00 a.m. to 9:30 p.m. on August 15, 2026, on Broadway Avenue.

The organizers are requesting street closures on:

- Broadway Avenue from Fremont Boulevard to Del Monte Boulevard;
- Associated side streets, including Calaveras Street, Alhambra Street, Hillsdale Street, and Contra Costa Street, from the alleyways north and south of Broadway

- toward Broadway Avenue;
- Del Monte Boulevard from Tioga Avenue to Palm Avenue (northbound) and from Tioga Avenue to Contra Costa Street (southbound), along with associated side streets.

These closures will accommodate the display of 200–300 exotic cars and support amenities such as a stage, live music, vendors, and portable restrooms. The Broadway Avenue section of the event will remain free and open to the public, while the Del Monte Boulevard section will be a paid, ticketed area, fully fenced with a controlled entry point for ticket scanning or purchase.

Since 2019, Exotics on Broadway, LLC has requested various event layouts and street closures in response to steadily increasing attendance each year. The event debuted in Seaside in 2019 with great success. Although the 2020 event was canceled due to the pandemic, Exotics on Broadway returned in 2022, drawing some of the largest crowds of Car Week. The 2023 and 2024 events expanded to include the westbound lanes of Fremont Boulevard, and the 2025 event further grew to utilize both the northbound and southbound lanes. The proposed 2026 expansion has been reviewed and vetted by the Seaside Police and Fire Departments to ensure public safety and operational feasibility. Attendance for the 2026 event is expected to exceed that of 2025.

FISCAL IMPACT

Below is the cost for the 2025 event for staff time and resources. Staff are working with the organizers for the updated costs for 2026, but those costs will not be identified until after the road closure has been approved. It is estimated that the cost will be slightly higher than 2025 do to the larger footprint and additional resources that are needed.

PUBLIC WORK:	\$12,555.00
Engineering — \$800.00	
Staff overtime for road closures and onsite assistance and clean-up — \$5,100.00	
Rental of Krail barricades — \$6,655.00	
FIRE DEPARTMENT:	10,183.26
(12) hours from 8:00 a.m. - 8:00 p.m.	
(4) Fire Department Personnel — Including: Fire Marshal/Deputy Fire Chief, Captain, Fire Engineer, Firefighter	
Early set-up due to numbers in attendance and a late breakdown to allow the public to clear the event.	
POLICE DEPARTMENT:	<u>13,419.84</u>
(7) Police Personnel — 1 Sergeant & 6 Officers	
County Mobile Command Unity	
TOTAL	\$36,158.10

RECOMMENDATION

If the City Council approves the request for closure of Broadway Avenue to through traffic from Fremont Boulevard to Del Monte Avenue, and associated side streets and closure of Del Monte Boulevard from Tioga Avenue to Palm Avenue (Northbound) and Del Monte Boulevard from Tioga to Contra Costa Street (Southbound) and associated side streets, for the Exotics on Broadway event on August 15, 2026, between the hours of 10:00 p.m. (8/14/2025) to 9:30 p.m (8/15/2025) on Del Monte Boulevard and 12:00 a.m. to 9:30 p.m. (8/15/2025) on Broadway Avenue staff recommends the following conditions be met:

1. Hire a consultant and submit a temporary traffic control plan and a temporary traffic detour plan prepared by a registered traffic engineer which will be reviewed and approved by Public Works.
2. Submit an encroachment permit.
3. No parking signs, morning closure and opening of the roadway in the evening need to be set out 3 days in advance.
4. NO PARKING in the alley on the North and South side of Broadway Avenue between Santa Barbara Street and Del Monte Avenue and Calaveras Street and Contra Costa, and they shall provide security to enforce it.
5. Provide information on restrooms and trash control.
6. Organization to provide insurance coverage of the event in the amount of \$3 million per occurrence and \$5 million in the aggregate.
7. Pay all city-related costs associated with the event.
8. Invite Seaside businesses to participate and provide priority vendor spaces for Seaside businesses who are interested in vending at the event. .
9. Provide a minimum of 40 security guards for the duration of the event.
10. Contract with City staff for first aid tent (canopy) with members of Seaside Fire Department from the hours of 0745–1945 hours
11. Hire an ambulance company to be present for the duration of the event

Exotics on Broadway will pay all associated fees for their event.

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. Special Event Application - Exotics on Broadway 2026
2. Exotic on Broadway, LLC -Seaside Encroachment Permit 2026

3. Exotics on Broadway, LLC - Seaside Tent Permit 2026
 4. Exotics Road Closure Map - Broadway Ave & Del Monte Blvd 2026
 5. Exotics Resolution 2026
 6. Exotics on Broadway - Signed & Completed Temporary Street Closure Policy 2026
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



SEASIDE
CALIFORNIA

Special Event Application

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

Date:

Dear Event Sponsor:

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

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

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



**SEASIDE
CALIFORNIA**

Special Event Application

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

CONTACT INFORMATION:

Organization: Exotics on Broadway, LLC

Name of Applicant: Johnny Valencia

Address: 1390 Avenida De Cortez City: Los Angeles State: CA

Phone: 954.415.1198 Email: Johnny@ExoticsOnBroadway.com

Day of Event Contact Name and Phone: Johnny Valencia – 954.415.1198

EVENT INFORMATION:

Event Title: Exotics on Broadway

Event Category:

- | | | |
|---|--|---------------------------------|
| <input type="checkbox"/> Athletic / Recreation | <input type="checkbox"/> Concert / Performance | <input type="checkbox"/> Circus |
| <input type="checkbox"/> Celebration / Festival | <input type="checkbox"/> Parade / March / Procession | <input type="checkbox"/> Dance |
| <input type="checkbox"/> Carnival | <input checked="" type="checkbox"/> Other: <u>Car Show</u> | |

Event Date and Time: August 15th, 2026

Setup: 10pm (8/14) – 9am (8/15)

Event Start: 11AM

Event End: 4PM

Clean up: 4PM-9:30PM

Event Location: Seaside, CA – Broadway Ave from Del Monte to Fremont, and Del Monte Blvd from Palm Ave to Tioga Ave Northbound and Del Monte Blvd from Tioga Ave to Contra Costa St Southbound.

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.

Car show during Monterey Car Week. Broadway Ave portion is free to the public. Del Monte Blvd portion will be a paid ticketed portion. Full event includes show cars, vendors, entertainment stages (2), music, VIP tent area, and opportunity for local businesses to have discounted vendor spaces. Please see Exotics on Broadway 2025 for examples.

Number of Participants: 30-35K people

Event Benefiting: Palenke Arts and Community Partnership For Youth (subject to change)



SEASIDE CALIFORNIA

Special Event Application

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

Federal ID # (if applicable):

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

Other: _____

Will admission be charged? Yes, ticket costs: Yes, tickets cost: Broadway portion is free. Del Monte Blvd portion is ticketed and price is TBD (2025 was \$30 pre-event and \$40 day of show)

Is the event open to the public? Yes No

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

Broadway portion is free to the public. Del Monte Blvd will be completely fenced in and have a main entrance to pay or scan tickets for entry

How will the event be advertised and promoted? Digital Media, Social Media, Website, Monterey Car Week websites

Signs posted: As needed by the City

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

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> P.A. System | <input checked="" type="checkbox"/> Generator(s) | <input checked="" type="checkbox"/> Amplified sound / music |
| <input type="checkbox"/> Booths | <input type="checkbox"/> Bleachers | <input type="checkbox"/> Cooking fuel |
| <input checked="" type="checkbox"/> Tents | <input checked="" type="checkbox"/> Banners | <input checked="" type="checkbox"/> Barricades |
| <input type="checkbox"/> Other: _____ | | |

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? 40-50 *(For-profit vendors must have business license on file with the City)*

Vendor Name

Vendor Address

Variety of auto industry vendors such as auto dealerships, manufacturers, wheel

companies, OEMs, performance shops, local vendors

Describe Merchandise

Event t-shirts and hats

Will alcohol be served?

Yes No

Will alcohol be sold? *(If yes, please attach ABC license)*

Yes No



SEASIDE CALIFORNIA **Special Event Application**
 Parks and Recreation Division
 986 Hilby Avenue, Seaside CA 93955
 831-899-6800

Parking arrangements: Working w/ City of Seaside to locate a new parking lot in addition to using Coe Ave off of Gen Jim Moore Blvd. We will have numerous shuttles running from both locations during the event. Free to the public. Exploring paid parking area on Del Monte Blvd as well.

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

Hired Security and Event Management company in addition to our event staff. Increased from 2025

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

Exploring 3 options. Will secure as we get closer to the event

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

Police, Fire, Public Works

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

Rented trash and recycle containers placed throughout the event. Same for restrooms and hand wash stations

Other pertinent information or special requests: COI to be provided 30 days before the event

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: November 3, 2025



SEASIDE CALIFORNIA

Special Event Application

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

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

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

SPECIFIC EVENT CONDITIONS OF APPROVAL

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

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

PROVISIONS

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

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

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

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

Applicant Signature: _____

Date: _____

11/3/25

Page 5 of 7



SEASIDE CALIFORNIA **Special Event Application**
 Parks and Recreation Division
 986 Hilby Avenue, Seaside CA 93955
 831-899-6800

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

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

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

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

Applicant Signature: *[Handwritten Signature]* Date: 11/3/25

(For Office Use Only)

Authorization

Building _____ Recreation _____
 Planning _____ Redevelopment _____

[Handwritten initials]



SEASIDE
CALIFORNIA

Special Event Application

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

Police _____

Public Works

Fire _____

County Health

Finance _____

Comments: _____



440 Harcourt Avenue
Seaside, CA 93955

Public Works Division

Telephone (831) 899-6835
pwinfo@ci.seaside.ca.us

ENCROACHMENT PERMIT REQUIREMENTS

To: Encroachment Permit Applicants:

Completion of the following items is required prior to the issuance of an Encroachment Permit:

1. Complete the applications form

- An encroachment permit applications may be obtained from the Resource Management Services counter located at City Hall or downloaded from the City Website at:

<http://ca-seaside.civicplus.com/DocumentCenter/View/2487>

- Sign and date the application

2. Sketch or plot of the work to be done within the public right-of-way

- If a plan of the work has already been prepared, then attach a reduced size copy of the plan with the application

3. Fees and Payments

- Base permit fee is charged per the adopted fee schedule. If additional staff time is needed for a project, the applicant will be charged an additional hourly fee per the adopted fee schedule.
- Pursuant to Seaside Municipal Code Section (SMC) 5.04.300, applicants must obtain a **City of Seaside Business License**. The business license fee is based on the estimated gross income from the applicant or work performed.

4. Encroachment Permit Insurance Requirements (Pursuant to Municipal Code Chapter 12.04)

- A certificate of insurance for bodily injury for \$2,000,000 per occurrence and \$4,000,000 general aggregate amount should be obtained. A separate endorsement form (in CG 20 10 format or equivalent) **explicitly listing the City of Seaside, its Officials, Employees, and agents as an additional insured.** In addition, it must clearly state that the City of Seaside and its officials/employees, are free from any and all liability in connection with encroachments/excavations in the public right of way. (The City's Risk Management Department may consider reduced insurance requirements for smaller, less risky encroachment actions. The request for reduced insurance must include a detailed explanation of the reasons for the request.)
- The certificate of insurance must include automobile liability for a combined single limit of \$1,000,000 and worker's compensation for \$1,000,000 each accident or disease.
- A bond is required in an amount determined by the public works department [SMC 12.04.010.B.4].
- In order to perform concrete work in the public right of way, a contractor must hold a valid Class A or other applicable Class C or Class D license.

Encroachment permits shall be issued only after the Municipal Code(s) and all other applicable requirements have been met.

Should you have any questions, please contact the Public Works Department at (831) 899-6835.

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



Encroachment Permit

City of Seaside Public Works
 440 Harcourt Avenue
 Seaside, Ca 93955
 Phone: (831) 899-6835, pwinfo@ci.seaside.ca.us

Permit #: _____
 Permit Fee: _____
 Receipt #: _____
 Bond Fee: _____
 Receipt #: _____

All information except signature must be typed or legibly printed. Notify City 48 hours in advance before start of project. (831) 899-6745

(Office Use Only) Date Issued: _____ Expiration Date: _____

Applicant/ Permittee	Applicant/Permittee: Exotics on Broadway, LLC		Phone# 954-415-1198
	Mailing Address: 1390 Avenida De Cortez, Los Angeles, CA, 90272		
	Applicant/Permittee is Contractor: No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>		
	Contractor:		Phone#
	Mailing Address:		
	State Contractor's License # _____ Seaside Business License # _____		
	Certificate of Liability Insurance on file with the City of Seaside: No <input type="checkbox"/> Yes <input type="checkbox"/>		

Applicant/Permittee hereby agrees to comply with the Standard Conditions attached as Exhibit A, and special provisions outlined in this permit and all City Ordinances, Resolutions, Standards and Specifications currently in force. Execution below shall confirm that contractor and/or Applicant/Permittee has received and reviewed the Standard Conditions, understands the same and agrees to be bound thereby.

Applicant/Permittee Signature: [Signature] Date: 11/3/25
 Contractor Signature: _____ Date: _____

Project Location & Description	Job Address/Location: Seaside, CA. Broadway Ave and Del Monte Blvd.		
	APN:		Cross Street:
	Type of Encroachment: Check all that apply:	Street Improvement: <input type="checkbox"/>	Sidewalk: <input type="checkbox"/> Other: <input type="checkbox"/>
		Street Excavation: <input type="checkbox"/>	Driveway Approach: <input type="checkbox"/>
	Excavation Size (Sq. Ft.) _____		

Project Description: Street Closures - Broadway Ave between Del Monte and Fremont, and Del Monte Blvd from Palm Ave to Tioga Ave northbound, and Del Monte Blvd from Tioga Ave to Cortina Costa St southbound

[Handwritten initials]

Permit Conditions <small>(Office Use Only)</small>	Applicant/Permittee to notify the following:	
	Underground Service Alert (800)-227-2600- U.S.A. Ticket # _____	<input type="checkbox"/>
	Seaside Police Department (831)-899-6748	<input checked="" type="checkbox"/>
	Seaside Fire Department (831)-899-6790	<input checked="" type="checkbox"/>
	Monterey-Salinas Tansit, fax work location (831)-899-7789	<input type="checkbox"/>
	AMR Ambulance Service (831)-718-9555	<input checked="" type="checkbox"/>
	Latitude/Longitude:	
	Traffic Control/Lane Drop Required:	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Sidewalk Closure Required:	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Special Provisions: Permit # _____		

Issuance & Acceptance <small>(Office Use Only)</small>	Seaside Public Works/Engineering Department	
	Permit Issued By	
	Signature: _____	Date: _____
	<i>I have examined the work covered by this permit and find that it is in accordance with the standards of the City of Seaside.</i>	
	Encroachment Inspector	
	Signature: _____	Date: _____
	O.K. To Release Bond: Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
	Comments:	

EXHIBIT A

CITY OF SEASIDE PERMIT TO ENCROACH

I. STANDARD CONDITIONS

- A. Permittee or Permittee's authorized representative must notify the City of Seaside (the City) at least 48 hours before starting any work under this Permit. Failure to so notify is cause for revocation of Permit. Should Permittee fail to commence the work or project for which this permit was issued within 180 days from the date of issuance set forth above or fail to actively and diligently exercise the privileges of this Permit, the Permit becomes null and void.
- B. The City shall not be responsible for monitoring the Permittee's compliance with any laws or regulations. If the Permittee performs any work knowing or having reason to know that it is contrary to laws or regulations, the Permittee shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such work.
- C. Permittee or Permittee's authorized representative shall notify (underground service alert) at least 24 hours before commencing any excavation necessary to perform the work authorized by this Permit. Permittee agrees to contact and obtain an Inquiry ID Number from (underground service alert) 800-227-2600 at least two (2) working days prior to commencing work. By signing this Permit application, Permittee acknowledges that Permittee understands the statutes and regulations pertaining to excavation near or in the vicinity of underground utilities and agrees to strictly conform all of Permittee's activities to such requirements. And failure on the part of Permittee to comply with such requirements shall be grounds for the immediate revocation of this Permit.
- D. A copy of this Permit shall be kept at the site of the work throughout the period of operations within the jurisdictional limits of the City and any right-of-way therein and shall be shown to any City employee, agent or duly authorized representative or any law enforcement officer upon demand.
- E. This Permit is valid only for the purpose specified herein. No change to the scope of work as identified in the application and/or drawings submitted therewith is permitted except upon written permission of the City Engineer or his/her duly authorized representative.
- F. Compliance with the American with Disabilities Act (ADA): All work shall be conducted in compliance with all applicable Federal, State, and Local Access Laws, regulations and guidelines including but not limited to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Public Rights-of-Way Guidelines (PROWG), Design Information Bulletin 82-05, "Pedestrian Accessibility Guidelines for Highway Projects" and the City's encroachment permit and encroachment permit packet shall be approved by the City's California Licensed Professional Engineer, Licensed Architect, or Licensed Landscape Architect. Activities and uses authorized under this Permit are subject to any instruction of the City Engineer or his/her designated representative, including but not limited to the Public Works Inspector. All instructions must be strictly observed.
- G. The permittee shall, upon notice from the Public Works Director repair any injury, damage or nuisance in any portion of the right-of-way caused to City infrastructure by reason of exercise of this Permit. Damage shall be replaced or repaired by Permittee at his/her/its sole expense to the satisfaction of the City. Upon notice of damage to City infrastructure arising from the exercise of this Permit, should Permittee fail to act within a reasonable time or should the exigencies of the injury or damage require repairs or replacement before the permittee can be notified or can respond to the notification, the City may at it's option make necessary repairs, replacement or perform the necessary work and the Permittee shall be charged with all the expenses incurred in the performance of the work. Each separate day on which a violation of this section shall exist shall be a separate misdemeanor and shall be punishable as set forth in SMC1.16. (Ord. 304, 1966; prior code Â§ 10-406)
- H. Unless otherwise specifically provided, all costs incurred by Permittee as a result of the conditions of the Permit or the exercise by City of any right, authority, or reservation contained therein shall be the sole responsibility of and shall be borne entirely by the Permittee.

- I. Issuance of this Permit shall not be construed as an obligation on the part of the City to assume responsibility for any damages incurred to the Permittee's improvements and/or for any injury or death to person(s) or damage to property arising out of the permitted work.
- J. This permit is non-transferable. Applicant required to pay application fee's prior to issuance of permit, unless work is for Emergency Utility Work.
- K. Unless otherwise specified herein, this Permit may be revoked or canceled at any time by the City Engineer or his/her duly authorized representative at the sole discretion of the City Engineer or his/her duly authorized representative.
- L. Upon written notice of cancellation or revocation of this Permit for any cause whatsoever, Permittee shall promptly restore City right-of-way and structures to their condition prior to the issuance of the Permit and then shall vacate City property. Should Permittee fail to promptly restore the premises or structures to a condition satisfactory to the City Engineer or his/her duly authorized representative, the City may make any and all repairs or have repairs made and Permittee will be billed and shall reimburse City for all costs incurred.
- M. Progress of work shall proceed as expeditiously as possible. If the work consists of multiple phases, each phase of work must be approved the City before proceeding with the next phase. The City Engineer or his/her designated representative may cancel the permit if the work authorized herein is not commenced within sixty (60) days of issuance and thereafter, in the opinion of the City Engineer, is not diligently prosecuted to completion. Cancellation may be effected by giving written notice thereof by sending the same to the Permittee by ordinary mail to the address shown on the application.
- N. The permittee or permittee's authorized representative shall notify the City Engineer when all work is completed.

II. INSURANCE

- A. Permittee shall maintain and provide commercial general liability insurance, with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include coverage for contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Any insurance proceeds available to Permittee in excess of the minimum limits and coverage set forth in this Permit and which is applicable to a given loss or claim shall be deemed by this Permit to be applicable to the City. A certificate of insurance evidencing this coverage shall be provided to the City prior to the start of any work under this Encroachment Permit. The City's Risk Manager may from time to time increase the limits of the required insurance coverage.
- B. The City is to be named as an additional insured with an endorsement in favor of the City.
- C. Coverage provided by Permittee shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain, or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
- D. A severability of interests provision must apply for all additional insureds ensuring that Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- E. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved in writing.
- F. If Permittee maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- G. Permittee must also maintain worker's compensation insurance as required by State law.

III. INDEMNITY AGREEMENT

- A. Permittee shall indemnify, defend, and hold harmless City, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Permittee's authorized activities under the terms of this permit unless solely caused by the gross negligence or willful misconduct of City, its officers, employees, or agents.
- B. It is expressly understood and agreed between the parties to this Permit that this is an agreement and permit for access to and for certain events to occur or work to take place on City property. This Agreement and permit is not a construction contract or an agreement for design professional services as those terms are defined or used under Title 12 of the California Civil Code (§§ 2772 et. seq.).

IV. DUTY TO DEFEND

- A. As an express and material term of City's issuance of this Permit, Permittee agrees to defend, at its sole expense, the Indemnitees from and against any and all Claims arising out of or related to the permitted encroachment. Permittee's duty to defend shall apply immediately upon demand from the Indemnitees for any injury or death to persons or damage to property occasioned by reason of or arising out of the acts or omissions of the City, its officers, employees and/or agents and the acts or omissions of Permittee, his/her/its agents, employees, contractors and subcontractors and/or any other person or entity performing work authorized by this Permit.
- B. In the event of any controversy, claim or dispute arising out of or relating to this Permit or the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney's fees and costs.
- C. The City Engineer or his/her designated representative may, either at the time of the issuance of this permit or at any time thereafter until the completion of the work, prescribe such additional conditions as he/she may deem necessary for the protection of the public property or for the prevention of undue interference with traffic or to assure public safety.

V. OTHER CONDITIONS

- A. **Care of Drainage** If the proposed work alters surface runoff or interferes with established drainage, ample provisions shall be made by the Permittee to provide adequate drainage and erosion control as approved by the City Engineer. Construction waste or excavated materials will not be allowed to be washed into the storm drain or sewer system.
- B. **Maintenance** The Permittee agrees by acceptance of this permit to exercise reasonable care to properly maintain utilities within the City right of way and to inspect for and immediately repair any damage to any improvement within the right of way which occurs as a result of the Permittee activities.
- C. **Test Results** If necessary, the Permittee shall provide the City Engineer with soil compaction test results. Compliance with compaction requirements shall be certified by a City-approved materials testing laboratory with local experience.
- D. **Pavement Replacement** Permittee shall backfill excavation in accordance with the City of Seaside Standards. Slurry backfill shall remain a minimum of 4 inches below the finished surface. Permittee shall place 4 inches of Cold Mix Asphalt as a temporary pavement surface. At the discretion of the City Engineer the Permittee shall install 4 inches of Hot Mix Asphalt surface in accordance with City standards.
- E. **Protection of Traffic** Provide protection for the traveling public. Barricades shall be placed with flashing amber lights at night. Flag persons shall be provided if necessary. Warning signs, lights and temporary traffic control devices shall be placed in conformance with the requirements of the City Engineer or Inspector and the Caltrans Manual of Traffic Control.



- F. **Storage of Materials** No material shall be stored within two (2) feet of the edge of the pavement, sidewalk or traveled way or within the shoulder line where the shoulders are wider than five (5) feet. No supplies or equipment shall be stored on the City Street or right-of-way.
- G. **Cleanup** Immediately, upon completion of work and after each work day, all material and debris shall be entirely removed. The right of way shall be left in the same or better condition as before work started.
- H. **Conformance of Construction** All construction shall conform to the most current Caltrans and City of Seaside standards and specifications.
- I. **Bond** Prior to permit issuance, the Permittee is required to provide a bond in the form of a Letter of Credit, Cashier's Check, Money Order, Cash, or Surety Bond in an amount determined by the City Engineer. The bond will be in the name of the City of Seaside and be held by or deposited to the City. The bond will be released or refunded to the individual submitting it upon satisfactory completion of the improvements, acceptance of the project by the City, and written request by the Permittee [SMC 12.04.020].

VI. DOCUMENTS INCORPORATED BY REFERENCE

- A. **The following documents are incorporated into this encroachment permit.**
 - a. City Standard Plans
 - b. Caltrans Standard Plans
 - c. Caltrans Standard Specifications
- B. **In the event of conflict in the referenced documents for this encroachment permit, the order of precedence from highest to lowest shall be as follows:**
 - i. Permits and Licenses
 - ii. Project Specific Conditions found in Exhibit B to the Encroachment Permit
 - iii. Standard Conditions found in Exhibit A to the encroachment Permit
 - iv. Project Plans
 - v. Revised Standard Specifications
 - vi. Standard Specifications
 - vii. Revised Standard Plans
 - viii. Standard Plans
 - ix. Supplemental project information





FIRE DEPARTMENT
 1635 Broadway Avenue
 Seaside, CA 93955

Telephone (831) 899-6790
 FAX (831) 899-6261

**APPLICATION FOR PERMIT AND INSPECTION TO OPERATE A TEMPORARY TENT,
 CANOPY OR MEMBRANE STRUCTURE OF 200 SQUARE FEET OR MORE**

GENERAL INFORMATION

Name of Event:	Exotics On Broadway	Location:	Seaside, CA.
Start Date/Time:	8/15/2026 11:00 am	End Date/Time:	8/15/2026 4:00 pm
Event Coordinator/Applicant Name:	Johnny Valencia	Phone:	954-415-1198
Email Address:	Johnny@exoticsonbroadway.com		

- A. In signing this application, I understand that I am responsible for all aspects of Title 19 and Chapter 31 of the California Fire Code relating to Tents, Canopies and other Membrane Structures. I also agree to contact the Fire Department with at least 24 hours notice so they can conduct any inspections prior to the Tent or Canopy being used. *(Call 831-899-6790 to schedule your inspection with the Fire Department.)*
- B. Submit a site plan showing the size and locations of the Tents/Canopies with this application.
- C. Submit payment of \$223.00 along with this application. This fee covers permit approval and tent inspection. Submit application and payment to:

Seaside Fire Department
 1635 Broadway Avenue
 Seaside, CA 93955
(Credit card & check only)

In signing this application, I understand that I am responsible for all aspects as stipulated by the California Fire Code, Title 19 and all applicable fire ordinances pertaining to assembly tents (see attachments). Failure to comply with these requirements at any time will result in suspension/revocation/refusal to issue assembly tent permit.

Signature of Owner/Applicant: Johnny Valencia Date: 11/3/2025

The following comments are based on the applicable edition of the California Codes and should be resolved before a permit is issued.

Tent/Membrane Structure Requirements:

- A minimum of 20 ft. clear width shall be provided around the tent, and shall be no closer than 20 ft. to lot lines, buildings, other temporary structures, vehicles. Support ropes and guy wires are not included.
- The structure shall not be located within a fire lane or public street.
- Fire apparatus access roads shall be provided of minimum of 26 ft. wide.
- Smoking, cooking or use of open flames in the tent shall not be permitted. If cooking is to be used, a

Tent Permit Application
 FY 2025-2026

separate dedicated cooking tent operation shall be used. Additional requirements shall apply.

- Approved "No Smoking" signs shall be conspicuously posted.
- Exits, with a minimum width of 6 ft. each, shall be provided and kept clear at all times. The number of exits required shall be determined by the occupant load and CFC Table 3103.12.2. Exit signs shall be self-luminous or shall be internally or externally illuminated.

Exiting Requirement:

Occupant Load	Minimum Number of Exits	Minimum Width of Tent or Canopy	Each Exit (inches) Membrane Structure
10 to 199	2	72 inches	36 inches
200 to 499	3	72 inches	72 inches
500 to 999	4	96 inches	72 inches
1,000 to 1,999	5	120 inches	96 inches
2,000 to 2,999	6	120 inches	96 inches
Over 3,000	7	120 inches	96 inches

- Emergency Lighting may be required.
- Hay, straw, shaving or similar combustibles shall not be located within any tent structure.
- Open flame or other devices emitting flames, fire or heat or any flammable or combustible liquids, gas, or charcoal shall not be permitted under the tent or located within 20 ft. unless specifically approved and permitted.
- Warming of foods and similar operations using solids flammables or other similar devices that do not pose a fire hazard, shall be permitted.
- If heating and cooking devices are approved, they shall not be located within 10 ft. of an exit or combustible material. These distances may be increased based upon the type and hazard of the cooking.
- A minimum of one 2A-10BC fire extinguisher shall be provided for each tent less than 3,000 sq. ft. or less than 75 ft. across. The fire extinguisher shall be currently serviced & tagged by a certified company and readily accessible.
- Other: _____

Flame Resistance:

- The sidewalls, drops and tops of tents and canopies shall be composed of flame-resistant material or shall be treated with a flame retardant in an approved manner. Temporary membrane structures, tents or canopies shall have a permanently affixed label bearing the following information:
 1. Tent size and fabric or material type.
 2. Date materials were last treated with an approved flame retardant.
 3. The trade name and type of flame retardant utilized in the treatment.
 4. The name of the person and firm that applied the flame retardant.



Generators:

- Generators and other internal combustion power sources shall be separated from temporary membrane structures, tents, and canopies by a minimum of 20' and be isolated from contact with the public by fencing, enclosure or other approved means.
- Other: _____

LP-Gas:

- Equipment such as tanks, valves, tubing and other related components shall be approved and in

accordance with Article 82 and the Mechanical Code. LP-gas containers up to 125 gallon water capacity shall be located outside tents and canopies a minimum 5 feet. Container shall be adequately protected to prevent tampering, damage by vehicles or other hazards.

Other: _____

Floor Plan, specifying the following:

- Location of exits (including size, type, and etc.).
- Location of fire extinguishers.
- Location of "No Smoking" signs.
- Location of emergency lighting (if required).
- Location of chairs, tables, merchandise and exhibits.
- Other: _____

Inspection Requirements:

- The permit shall be valid only for the dates specifically requested and indicated on the issued permit.
- Verification of compliance and inspection by the Seaside Fire Department shall be required PRIOR to use.
- Re-submit application / plans
- Other: _____

Questions can be directed to the Seaside Fire Department at (831) 899-6790

OFFICIAL USE: DO NOT WRITE BELOW THIS LINE

NOTES:

Inspector's Name: _____ Date: _____

Inspector's Signature _____



RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE CLOSURE OF BROADWAY TO THROUGH TRAFFIC FROM
FREMONT BOULEVARD TO DEL MONTE BOULEVARD AND ASSOCIATED SIDE
STREETS AND THE CLOSURE OF DELMONTE BOUEVARD FROM TIOGA AVENUE
TO PALM AVENUE (NORTHBOUND) AND DELMONTE BOULEVARD FROM
TIOGA TO CONTRA COSTA STREET (SOUTHBOUND) AND ASSOCIATED SIDE
STREETS**

WHEREAS, Exotics on Broadway, LLC will be holding their Exotics on Broadway event that is open to the public; and

WHEREAS, the closing of Broadway Avenue from Fremont Boulevard to Del Monte Boulevard and associated side streets is necessary between the hours of 12:00 a.m. to 9:30 p.m. on Saturday, August 15, 2025 and the closure of Del Monte Boulevard from Tioga Avenue to Palm Avenue (Northbound) and Del Monte Boulevard from Tioga to Contra Costa Street (Southbound) and associated side streets is necessary between the hours of 10:00 p.m. on Friday, August 14, 2026 to 9:30 p.m. on Saturday, August 15, 2025 to ensure the safety of the public.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the closure of Broadway Avenue from Fremont Boulevard to Del Monte Boulevard and associated side streets and the closure of Del Monte Boulevard from Tioga Avenue to Palm Avenue (Northbound) and Del Monte Boulevard from Tioga to Contra Costa Street (Southbound) and associated side streets to ensure the safety of the public using this portion of roadway during this event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of December 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



TEMPORARY STREET CLOSURE POLICY

I. Purpose

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

II. Scope

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

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

III. Policy Criteria

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

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

IV. Application Procedure

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

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

V. Road Closure / Barricade Equipment:

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

VI. Public Notification

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

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VII. Fees and Charges

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

- B. The City Council may waive the fees associated with street closures.

VIII. Additional Event Requirements

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

IX. Damages & Insurance

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

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STREET CLOSURE NOTIFICATION (SAMPLE)

Notice Application for Street Closure	
This notice serves as notification that a request for street closure has been submitted to the City of Seaside and includes a request to close a portion of: (insert street)	
Noticing Date:	
Name of Applicant:	
Name of the Event / Purpose of Closure:	
Date of Closure:	
Start Time of Closure:	End Time of Closure:
Streets to be closed:	
A: _____ from to _____	
B: _____ from to _____	
C: _____ from to _____	
Map of Closure:	
<p>Map of Street Closure:</p>	
<p><u>To provide input on this application:</u></p> <p>Provide written comment to city clerk@ci.seaside.ca.us, include the following in the subject line "Public comment Item # (insert the agenda item number relevance to your comment). Written comments must be received by 3pm of the day of the meeting</p> <p>Provide public comment in person at the meeting.</p>	
Meeting Date/Time:	Meeting Information:



TEMPORARY STREET CLOSURE APPLICATION

Applicant Information	
Name of Applicant: Johnny Valencia	Date: 11/11/2025
Mailing Address: 1390 Avenida De Cortez	City/ State: Los Angeles, CA
Email: Johnny@ExoticsOnBroadway.com	Phone: 954.415.1198

Street Closure Details	
Name of the Event / Purpose of Closure: Exotics on Broadway	
General Description: Automotive car show during Monterey Car Week. Static event which includes show cars, vendors, music entertainment on 2 stages, VIP area, and more. A portion of the proceeds from the event go towards supporting 2 local Charities	
Event Start and End Time: 8/15/26 11am – 8/15/26 4pm	Estimated number of people in attendance: 30K-35K
Date of Event: 8/15/26	Total Number of streets to be closed: 2
Will alcohol be served? No	Will the event include live or amplified music? Yes
Streets to be closed (please attach a detailed site map of closure location):	
A: Broadway Ave _____ from to Del Monte to Fremont _____	
B: Del Monte Blvd _____ from to Palm to Tioga Ave _____	
C: _____ from to _____	
Street close time: Del Monte 10pm 8/14/26. Broadway 12am 8/15/26	Street opening time: 9pm 8/15/26
Supplementary questions	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will vehicles be allowed inside the closure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please explain why and provide their locations: Cars for the car show, support vehicles for vendor setup	
Are you planning to hire a security company for the planned closure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the Company name, phone number, name of Supervisor, and locations for where security will be placed: As we get closer to the event, we will provide the name of the security company. Security will be increased for 2026 and placed throughout the event.	



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

Applicant Signature: *[Handwritten Signature]*

Date: 11/11/2025

For Official Use Only

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

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



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

Fire Department		
Application Review Questions	Yes	No
Does the site plan show obstructions on the road way?	Yes	
Does the site plan does provide for a 20' wide fire lane for emergency vehicle access?	Yes	
Is the street closure application approved by the Fire Dept?	Yes	
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head: Paul Blaha	Title: Fire Chief	
Signature: Paul Blaha <small>Digitally signed by Paul Blaha DN: on=Paul Blaha, o=US, ou=City of Seaside, ou=Fire Department, email=plaha@seaside.ca.us Date: 2025.12.01.08:17:34 -0800</small>		

Risk Management		
Application Review Questions	Yes	No
Does the proposed street closure meet the requirements of this policy with respect to size, compatibility, etc.?		
If required, has the applicant submitted Liability Insurance?		
Is the street closure application approved by Risk Management?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	

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Signature: _____

Status of Application

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

City Manager's Signature / Date: _____

If applicable, scheduled for City Council consideration on: _____

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