



A G E N D A

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, February 19, 2026
5:00 PM

Virtual Participation Guide: <https://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>
<https://www.youtube.com/c/CityofSeasideCalifornia> | <https://ci-seaside-ca-us.zoom.us/j/81936832059> |

WEBINAR ID: 819 3683 2059 | (669) 900-9128

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

A. SEASIDE CITY NEWS BROADCAST AND COMMENTS FROM THE CITY MANAGER

7. PRESENTATIONS

A. PRESENTATION FOR FIREFIGHTER OF THE YEAR AWARDS AND PROCLAMATIONS

B. FEBRUARY 2026 HOUSE OF THE MONTH AWARD (NEIGHBORHOOD IMPROVEMENT COMMISSION)

C. BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENTS PROJECT UPDATE (KIMLEY-HORN DESIGN CONSULTANT MOLLY TREMBLAY)

D. FINANCIAL STATEMENT RESULTS (FINANCE DIRECTOR JESSICA RILEY)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM FEBRUARY 5, 2026, REGULAR MEETING

RECOMMENDATION: Approve minutes.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of November 15, 2025 - December 26, 2025, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period November 26, 2025 through December 24, 2025.

Total Accounts Payable and Payroll for the following periods is:
November 15, 2025 through November 28, 2025 = \$2,090,364.15
November 29, 2025 through December 12, 2025 = \$1,853,919.36
December 13, 2025 through December 26, 2025 = \$1,022,612.84

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of November 15, 2025 - December 26, 2025, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period November 26, 2025 through December 24, 2025. Total Accounts Payable and Payroll for the above referenced period is \$22,185.04.

D. ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING DECEMBER 31, 2025

RECOMMENDATION: Review City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending December 31, 2025.

E. APPROVE A PROCLAMATION RECOGNIZING MARCH 13, 2026, AS K9 VETERANS DAY

RECOMMENDATION: Approve proclamation.

F. APPROVE A PROCLAMATION RECOGNIZING MARCH AS WOMEN'S HISTORY MONTH

RECOMMENDATION: Approve proclamation.

G. APPROVE A PROCLAMATION RECOGNIZING MARCH AS IRISH AMERICAN HERITAGE MONTH

RECOMMENDATION: Approve proclamation.

H. APPROVE A PROCLAMATION RECOGNIZING MARCH AS DOMESTIC VIOLENCE AWARENESS MONTH

RECOMMENDATION: Approve proclamation.

I. APPROVE A FEE WAIVER REQUEST FROM KINDNESS ROCKS 831 TO USE LAGUNA GRANDE PARK TO HOLD THEIR ANNUAL SPRING EGG HUNT ON MARCH 28, 2026, IN THE AMOUNT OF \$463.00

RECOMMENDATION: Approve the fee waiver.

J. APPROVE A FEE WAIVER FROM THE HINDU TEMPLE OF MONTEREY PENINSULA FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR DIWALI CELEBRATION NIGHT EVENT ON OCTOBER 17, 2026, IN THE AMOUNT OF \$618.75

RECOMMENDATION: Approve the fee waiver.

K. APPROVE CO-SPONSORSHIP FOR THE ACTION COUNCIL - BUILDING HEALTHY COMMUNITIES JUNETEENTH JUBILEE CELEBRATION AT LAGUNA GRANDE PARK AND SEASIDE CITY HALL LAWN ON JUNE 13, 2026, IN THE AMOUNT OF \$3,127.00

RECOMMENDATION: Approve the co-sponsorship.

L. ADOPT A RESOLUTION FOR THE ACCEPTANCE OF GRANT FUNDS FOR THE RECREATIONAL TRAILS PROGRAM THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION IN THE AMOUNT OF \$1,621,418.00 AND AUTHORIZE THE CITY MANAGER TO SIGN THE GRANT CONTRACT

RECOMMENDATION: Accept grant funds.

M. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF CANYON DEL REY BOULEVARD FOR THREE CITY-SPONSORED EVENTS ON SATURDAY, JUNE 13, 2026 (JUNETEENTH JUBILEE), SATURDAY, JULY 4, 2026 (RED, WHITE & BLUES), AND SUNDAY, SEPTEMBER 27, 2026 (OAXACA BY THE SEA)

RECOMMENDATION: Authorize the closures.

N. ADOPT A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE BROADWAY AVENUE COMPLETE STREET CORRIDOR PROJECT WITH THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY AND COUNTY OF MONTEREY HEALTH DEPARTMENT

RECOMMENDATION: Approve the agreement.

O. ADOPT A RESOLUTION APPROVING \$138,117.13 FOR THE PURCHASE OF STREET MAINTENANCE EQUIPMENT FROM QUINN COMPANY USING SOURCEWELL AND AUTHORIZING THE FINANCE DIRECTOR TO ADJUST THE BUDGET FOR THE STREETS DIVISION EQUIPMENT PURCHASE

RECOMMENDATION: Approve the purchase and authorize the budget transfer.

9. PUBLIC HEARING

A. ZONING ORDINANCE AMENDMENT ZOA-2026-001: AN AMENDMENT TO THE SEASIDE MUNICIPAL CODE TO MODIFY THE DEFINITION OF PUBLIC SAFETY FACILITY TO INCLUDE CONTRACTED PUBLIC SAFETY FACILITIES. THE PROPOSED ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION: Adopt the ordinance.

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION AUTHORIZING THE EXECUTION OF AN EXCLUSIVE NEGOTIATING AGREEMENT WITH KB BAKEWELL SEASIDE VENTURE II FOR THE DEVELOPMENT OF THE PROPERTY COMMONLY REFERRED TO AS MAIN GATE

RECOMMENDATION: Approve the execution of an Exclusive Negotiating Agreement (ENA) with KB Bakewell Seaside Venture II, LLC ("Developer") for the potential acquisition and development of an integrated mixed-use project at the Main Gate property, and authorizing the City Manager to execute the ENA in a form substantially similar to Exhibit A, as approved by the City Attorney.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Discussion regarding 1281 Broadway Avenue (Miller)
2. Discussion regarding the process for a vacancy tax ballot measure (Garcia-Arrazola)

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

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

13. CLOSED SESSION

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

A. CONFERENCE WITH 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 54956.9 (D)(2)

Two matters of potential litigation

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
March 5, 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, February 5, 2026
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 Burks.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Peter Kaiser, Lynda Cunningham, Dianne Nielson, Alberto – Carpenters Union 606

6. PUBLIC AGENCY COMMUNICATIONS

A. RECEIVE A PRESENTATION REGARDING THE FUNDING FORECAST FOR CASA DE NOCHE BUENA (ROBIN MCCRAE, CHIEF EXECUTIVE OFFICER, COMMUNITY HUMAN SERVICES)

CHS Chief Operating Officer, Shawn Stone provided a presentation that reviewed scale and outcomes, how Casa de Noche Buena came to be, the progress on sustaining shelter beds, the current and near-term funding gap, the program impact with intervention, and an overview of what's at stake.

B. SEASIDE CITY NEWS BROADCAST AND COMMENTS FROM THE CITY MANAGER

City Manager Greg McDanel made comments regarding Public Works updates and status of completed, ongoing and upcoming projects.

The Seaside City News Broadway announced the following:

- Join the City of Seaside and our community partners for a powerful Black History Month Program on Sunday, February 15th from 3 – 6 p.m. at the Oldemeyer Center. This afternoon gathering will honor the legacy, culture, and ongoing

contributions of Black leaders, families, and organizations who continue to shape our community and our nation. Come ready for reflection, celebration, and connection as we lift up history, amplify voices, and move forward together.

- The Walter Lee Avery Gallery at Seaside City Hall is currently hosting a special Black History Month Exhibit, celebrating culture, creativity, and community. The exhibit, running through February 27th, features work by local artists, highlighting powerful stories and artistic expressions rooted in Black history and experience. The exhibit is free to the public and open Monday through Friday from 8 a.m. to 5 p.m. at Seaside City Hall. The community is also invited to attend a special artist reception on February 6th from 6 to 7:30 p.m. The exhibit is presented by the Avery Gallery and sponsored by the Seaside Art and History Commission.
- Thursdays in Seaside means it's time for the Seaside Farmers' Market at Laguna Grande Park. The Spring Market runs from 3 to 7 p.m., with box distribution happening from 5 to 7 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. Don't miss it — fresh food, friendly faces, and community connection — every Thursday in Seaside!
- The City of Seaside invites you to take part in the 2026 Tree Giveaway. Be part of raising awareness about the many benefits trees provide—and help increase Seaside's local tree canopy on private properties. Seaside residents with suitable planting conditions can receive one free one-gallon tree, and a free bag of fertilizer, while supplies last. Apply online at ci.seaside.ca.us/402/Parks, or attend an upcoming event hosted by Friends of Seaside Parks Association or Sustainable Seaside. Select your free tree and fertilizer voucher, then pick up your items at Hana Gardens. Grow green, Seaside—one tree at a time.
- Seaside Recreation invites you to a night of memories, music, and magic at the Annual Father-Daughter Dance — An Evening with My Gal. Join us Friday, February 6th, 2026, from 6:30 to 8:30 PM, at Laguna Grande Hall inside the Oldemeyer Center. Dress to impress and enjoy a special evening celebrating the bond between fathers and daughters. The first 25 to register will receive a free gift, so don't wait! Admission is \$10 for father and daughter, \$5 for each additional adult, and \$3 for each additional child. Make it a night to remember — An Evening with My Gal, presented by Seaside Recreation.
- Float, swim, and watch a movie—at the pool! Pattullo Swim Center presents Float n' Flick! Join us Friday, February 6th, from 7:15 to 9:00 PM, for a splash-tastic movie night featuring Shrek—shown right on the pool deck! Admission is drop-in style: Residents: \$5.75, Youth Residents: \$3.50, Non-Residents: \$7.00, Youth Non-Residents: \$4.00 Grab a pool noodle, bring your friends, and float while you watch—but please leave large floaties at home. It's a fairy-tale night of swimming and smiles at Pattullo Swim Center. Don't miss it!
- Looking for hidden treasures and great community vibes? Join the City of Seaside's Older Adults Program for a Community Flea Market! Happening Sunday, February 8th, from 9:30 am – 1:00 pm, at the Oldemeyer Center. Shop a wide variety of items including clothing, kitchenware, books, toys, home décor, and more! Whether you're hunting for a bargain or clearing out your closet,

- we invite you to join us—or register today as a vendor! For more information or vendor registration, call (831) 899-6809. That’s the Community Flea Market presented by the City of Seaside’s Older Adults Program—we’ll see you there!
- Join FOSPA on Saturday, February 7th at Havana Soliz Park and on the 14th at Mescal Neil Park for a day of service and outdoor fun! For more information, including future workdays and locations, visit Friends of Seaside Parks.org. Love is in the air, Seaside!
- The Seaside Older Adults Program invites you to a Valentine’s Day Dance at the Oldemeyer Center! Join us on February 19th, with doors opening at 10:30 AM. Enjoy live entertainment by The Edge Band, plus great food and plenty of dancing. Lunch is served at 11:30 AM, and dancing begins at 12:30 PM. Admission is just \$4 for lunch and dancing, or \$2 for dancing only. Whether you bring a friend, or you’re looking to meet someone new, come celebrate Valentine’s Day with music, movement, and community at the Oldemeyer Center. We’ll see you on the dance floor!
- Looking for affordable spay and neuter services for your pets? SNIP Mobile Spay and Neuter is coming to Seaside on February 24th, offering low-cost spay and neuter services for dogs and cats—just \$25 per pet. The clinic will be located at 1271 Canyon Del Rey Boulevard, in the empty lot next to Chili’s Restaurant. This clinic is for Seaside residents only, and appointments are required. To schedule, call or text 925-967-1001. Two vaccines—rabies and a booster—are included at no cost. Microchipping and sedatives are available for an additional fee. Sponsored by the City of Seaside, this clinic helps provide safe, affordable care for our community’s pets. Again, that’s February 24th, SNIP Mobile Spay and Neuter in Seaside. Call or text 925-967-1001 to make your appointment today.

7. PRESENTATIONS

A. ANNUAL CRIME REPORT FOR 2025 (POLICE CHIEF NICK BORGES)

The presentation reviewed the crime statistics from 2025 that included a 5-year comparison, primary accident factors, the streets that of community concern included Hilby, Kimball, La Salle, and San Pablo Avenues, traffic and parking citations, domestic violence reports, youth diversion, calls for service. An overview of flock safety cameras was provided, along with the department’s achievements, new hires, community outreach, fireworks, enforcement, training, acts of kindness and the 2026 priorities.

B. QUARTER 2 STRATEGIC PLAN UPDATE (CITY MANAGER GREG MCDANEL)

The presentation reviewed the achievements and progression of the strategic plan in quarter 2 between October to December 2025.

8. CONSENT AGENDA

PUBLIC COMMENT: Eleni Mattheakis

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

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM JANUARY 15, 2026, REGULAR MEETING

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED

D. APPROVE APPOINTMENTS TO BOARDS AND COMMISSIONS

ACTION: APPOINTED ODIR BONILLA (C-JOBS), EDGAR MENDOZA (PLANNING COMMISSION), JEREMY HATHAWAY (ENVIRONMENTAL COMMISSION), LORA JAMES (ENVIRONMENTAL COMMISSION), AND SERGIO VASQUEZ (C-JOBS)

E. APPROVE A PROCLAMATION RECOGNIZING RAMADAN FROM FEBRUARY 17 TO MARCH 19, 2026

ACTION: PROCLAIMED

F. ADOPT A RESOLUTION APPROPRIATING FUNDING FOR A THREE-YEAR CONTRACT WITH CHARGEPOINT, INC., IN THE AMOUNT OF \$7,560.00, AND SETTING NEW RATES FOR THE EV CHARGERS IN THE CITY HALL PARKING LOT

ACTION: ADOPTED RESO #26-10

G. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD TWO PROFESSIONAL SERVICES AGREEMENTS IN THE AMOUNT OF \$250,000.00 EACH FOR ON-CALL PAVEMENT MANAGEMENT SUPPORT DESIGN AND INSPECTION PROFESSIONAL SERVICES FOR PROJECTS TO (1) NICHOLAS CONSULTING ENGINEERS; AND (2) PAVEMENT ENGINEERING INCORPORATED

ACTION: ADOPTED RESO #26-11

H. ADOPT A RESOLUTION AUTHORIZING NEW CLASSIFICATIONS AND SALARIES FOR A HUMAN RESOURCES ASSISTANT AND COMMUNICATIONS SPECIALIST, AND UPDATING THE CONFIDENTIAL COMPENSATION PLAN AND POSITION CONTROL LIST

ACTION: ADOPTED RESO #26-12

I. APPROVE CO-SPONSORSHIP OF SUSTAINABLE SEASIDE'S 2026 SUSTAINABLE SEASIDE EARTH DAY CELEBRATION AT LAGUNA GRANDE PARK, LAKESIDE ENTIRE AND EUCALYPTUS AREA ON APRIL 19, 2026, IN THE AMOUNT OF \$3,679.00

ACTION: APPROVED

9. PUBLIC HEARING

A. SPECIFIC PLAN AMENDMENT SPA-2025-002: A RESOLUTION TO APPROVE AN AMENDMENT TO THE CAMPUS TOWN SPECIFIC PLAN MODIFYING THE REVIEW PROCESSES AND SUBMITTAL REQUIREMENTS FOR DEVELOPMENT APPLICATIONS. THE PROPOSED ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(b)(3) OF THE CEQA GUIDELINES.

Housing and Planning Manager, Andy Myrick, provided a presentation that reviewed the proposed amendment that would

PUBLIC COMMENT: Juan Barbosa,

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Miller and carried by the following vote, and carried by the following vote, the City Council/Successor Agency moved to approve the amendment to the Campus Town Specific Plan.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #26-13

B. ZONING ORDINANCE AMENDMENT ZOA-2026-001: AN AMENDMENT TO THE SEASIDE MUNICIPAL CODE TO MODIFY THE DEFINITION OF PUBLIC SAFETY FACILITY TO INCLUDE CONTRACTED PUBLIC SAFETY FACILITIES. THE PROPOSED ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO

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

PUBLIC COMMENT: Karla Lobo

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

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: Pass to print 2nd Reading at the next meeting on February 19, 2026.

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO JMS CEMENT FOR AN AMOUNT NOT TO EXCEED \$61,725.00 PLUS A 10% CONTINGENCY FOR CONSTRUCTION AND ASSEMBLY OF THE LINCOLN CUNNINGHAM PARK 5-12 YEAR-OLD PLAYGROUND STRUCTURES, AND PROVIDE AN UPDATE ON THE 2-5 YEAR-OLD PLAYGROUND STRUCTURES

Assistant Public Works Director Andreas Baer reviewed the construction a Lincoln Cunningham that was initially planned to have the 5-12-year-old playground structures installed by internal staffing efforts but due to limited staffing, it is proposed to award the contract for JMS Cement to install the structures.

PUBLIC COMMENT: None

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by --- and carried by the following vote, and carried by the following vote, the City Council/Successor Agency moved to approve the construction contract with JMS Cement.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #26-14

B. REPORT ON COMMERCIAL PROPERTY VACANCIES IN SEASIDE

Economic Development Director Jose Bazua reviewed the commercial property vacancies, factors influencing vacancies, a development cost example for a property on Broadway, and the recent successes. The City Manager reviewed the efforts to address vacancies and the strategic plan alignment.

PUBLIC COMMENT: Lora James, Adam Pinterits, Lynda Cunningham

This item was for information only.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Request to receive information regarding Commercial Vacancy Tax (Garcia-Arrazola)
2. Request to receive information/update about 1281 Broadway Avenue – Social Services Building (Miller)

B. FOLLOW UP ON PREVIOUS REQUESTS

Council/Agency Member Miller provided context to his request and outlined the specific information he is seeking in regards to water capacity fees and well site and its water production. A majority of the Council agreed to add it to a future agenda.

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

Reports provided.

13. CLOSED SESSION

City Attorney Sheri Damon read the closed session items and expected

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

The Council gave direction to the negotiators.

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

Property: The property commonly referred to as Main Gate (Property bounded by Lighfighter, Divarty, Second Street, and Highway 1)

Agency Negotiators: City Manager, City Attorney, et. al. Negotiating Parties: City of Seaside and City Ventures; KB Bakewell; Montierre Development; or Shea Homes

Under Negotiation: Price, terms of payment or both

The City Council directed that they would be negotiating with KB Bakewell Seaside Venture 2. An item for action is expected to be on the February 19 meeting.

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

Property: Commonly referred to as a portion of Main Gate at Divarty and First Avenue

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

Negotiating Parties: Fort Ord Hostel Society, LLC and the City of Seaside

Under Negotiation: Price, Terms or both

The City Council gave instructions to the negotiators.

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

Monterey County Superior Court Case No. 24 CV002872

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

No report.

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

Monterey County Superior Court Case No. 24CV002483

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

No report.

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

Two matters of potential litigation

No report.

14. ADJOURNMENT

With no further business, the meeting adjourned in the memory of Ronald Tinsley, Jr. at 11:45 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Corryn Bennett, Accountant II

DATE: February 19, 2026

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of November 15, 2025 - December 26, 2025, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period November 26, 2025 through December 24, 2025.

Total Accounts Payable and Payroll for the following periods is:
November 15, 2025 through November 28, 2025 = \$2,090,364.15
November 29, 2025 through December 12, 2025 = \$1,853,919.36
December 13, 2025 through December 26, 2025 = \$1,022,612.84

BACKGROUND

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

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

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

- \$39,818.49 to CALIFORNIA-AMERICAN WATER for Multiple City water accounts under Cal-Am Water 10/24/25-11/21/25. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$67,784.00 to COMMUNITY PARTNERSHIP FOR YOUTH for Community social services grant reimbursement request for the period October 16, 2025 through June 30, 2026.
- \$213,019.00 to COUNTY OF MONTEREY for Payment for FY 2025-26 Quarter 3 Dispatch Services.
- \$120,242.63 to COASTAL PAVING & EXCAVATING, INC. for Final payment for Pavement Rehabilitation Project professional rehabilitation services on various streets.
- \$110,000.00 to COASTAL PAVING & EXCAVATING, INC. for Professional building plan review services for fiscal year 24-25 and Grand Hyatt Occupant Load Analysis.
- \$160,220.83 to KRAEMER ENGINEERING INC. for San Pablo Ave. Traffic Calming Improvements through November 2025.
- \$53,300.00 to WEST COAST CODE CONSULTANTS INC for Professional building plan review services for the period of September and October 2025.
- \$13,784.00 to GREATER VICTORY TEMPLE CHURCH OF GOD IN CHRIST for FY 2025/2026 Community Social Services Grant Reimbursement.
- \$184,076.75 to JMS CEMENT CONTRACTORS INC for Progress payment #2 for professional construction services for Eucalyptus Road infiltration unit repair project.
- \$345,800.00 to AMERICAN INTEGRATED RESOURCES INC for Professional demolition services for Phase 1b Fort Ord Demolition project through 11/30/2025.
- \$23,784.00 to ARTS COUNCIL FOR MONTEREY COUNTY for Community social services grant reimbursement request for public art at Lupita's Bakery.
- \$18,784.00 to EUGENE HOLLOWAY for Community social services grant reimbursement request for Youth of Promise and Public Safety Officer Ambassadors Program.
- \$40,961.06 to MONTEREY CO. CONVENTION & VISITOR'S BUREAU for TID (Tourism Improvement District) remittance for the reporting period of October 2025 for the 13 Seaside motels/hotels.
- \$31,170.24 to WALLACE GROUP for Oct & Nov 2025 Invoices for projects: Hilby Traffic Calming improvements, San Pablo Traffic Calming improvements and pavement rehab prof svcs.
- \$66,576.10 to PACIFIC GAS & ELECTRIC for Collective accts for street lights, highway lighting, park lights and city office buildings. Service for the statement period of 10/23/25-11/21/25.
- \$68,203.45 to U.S. BANK-CALCARD for City of Seaside purchase card transactions for the billing period of October 2025.
- \$49,146.56 to U.S. BANK-CALCARD for City of Seaside purchase card

- transactions for the billing period of November 2025.
- \$22,925.00 to HARRIS & ASSOCIATES, INC. for Campus Town Phase 2 Demolition services for the period of 08/24/25-09/27/25.
 - \$20,437.34 to STOMMEL INC. for Outfitting for (1) 2022 Ford PIU K9 patrol unit for the Police Department.
 - \$70,784.00 to VILLAGE PROJECT INC. for Community Social Services Grant Reimbursement for fiscal year 2025-2026.
 - \$73,823.00 to VILLAGE PROJECT INC. for BSCC-Prop 47 Grant invoices for the period of September 2025.
 - \$51,002.00 to VILLAGE PROJECT INC. for BSCC-Prop 47 Grant invoices for the period of October 2025.
 - \$238,859.55 to DON CHAPIN COMPANY, INC. for On-call engineering services for CIPP Lining of CMP pipes at Elm Ave & Noche Buena Rd.
 - \$16,165.00 to DAVID OLSON, INC for Replacement of 3 ton Bard heat pump on modular trailer at City Hall.
 - \$75,478.13 to MARINA COAST WATER DISTRICT for Recycled water meter services for the period of November 2025.
 - \$17,384.00 to SUN STREET CENTERS for Community Social Services Grant Reimbursement for fiscal year 2025-2026 for Seaside Youth Substance Use Prevention Programs.
 - \$18,196.00 to STATE WATER RESOURCES CONTROL BOARD for Storm water annual permit fee for the period 7/1/2025-6/30/2026.
 - \$84,184.00 to ACTION COUNCIL OF MONTEREY COUNTY, INC for Community Social Services Grant Reimbursement for fiscal year 2025-2026 for Seaside Youth Leadership & AI Literacy Academy.
 - \$17,250.00 to BEAR ELECTRICAL SOLUTIONS for Installation of replacement traffic sensor and camera on the intersection of Fremont and Kimball.
 - \$12,475.00 to PAVEMENT ENGINEERING, INC. for Professional services for the San Pablo Traffic Project through October 2025.
 - \$18,966.56 to KIMLEY-HORN AND ASSOCIATES, INC. for Professional services for the Campus Town Development project and Phase 2 Broadway Complete Streets for the periods of August and October 2025.
 - \$12,446.78 to KIMLEY-HORN AND ASSOCIATES, INC. for Professional engineering support services and Intersection Control Evaluation project at Coe and Gen Jim through 11/30/2025.
 - \$15,763.27 to MONTEREY ONE WATER for SCSD prof. services for Lift Station Maintenance during July-September 2025.
 - \$18,973.00 to EVERYONE'S HARVEST for Community Social Services Grant Reimbursement for the expense period of 10/16/25-06/30/26 for Seaside Farmers' Market CalFresh and Healthy Eating Incentives.
 - \$26,838.00 to ERROL L. MONTGOMERY & ASSOCIATES, INC. for Professional services for General Hydrogeologic Consulting for the periods of November 2025.
 - \$15,290.00 to SCHAFF & WHEELER, CONSULTING CIVIL ENGINEERS for Professional engineering services for the Storm Drain Master Plan through

October 2025.

- \$112,659.30 to HUNTINGTON PUBLIC CAPITAL CORP. for Annual lease payment for E-one Fire truck, lease #210849000.
- \$70,784.00 to PALENKE ARTS for Community Social Services Grant Reimbursement for FY 2025-2026 for youth educational opportunities in the arts.
- \$22,578.56 to ENTERPRISE FM TRUST for Monthly payment for (21) leased City vehicles for the period of November 2025.
- \$22,917.24 to ENTERPRISE FM TRUST for Monthly payment for (21) leased City vehicles for the period of December 2025.
- \$62,772.75 to RRM DESIGN GROUP for Professional architectural and engineering services for Fire Station 2 for the periods of Sept 2025-Oct 2025.

The Net Payroll and Payroll benefits total was \$3,459,243.72.

The remaining checks, totaling \$562,019.37, include payments to vendors for operating expenditures.

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

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

FISCAL IMPACT

There are no additional fiscal impacts.

STRATEGIC PRIORITY

1

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

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

FROM: Greg McDanel, City Manager

BY: Corryn Bennett, Accountant II

DATE: February 19, 2026

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of November 15, 2025 - December 26, 2025, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period November 26, 2025 through December 24, 2025. Total Accounts Payable and Payroll for the above referenced period is \$22,185.04.

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:

- \$20,756.25 to U.S. BANK ST. PAUL for City of Seaside joint powers financing authority lease revenue bonds (2014 Tax Allocation Bonds).

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

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

FISCAL IMPACT

There are no additional fiscal impacts.

STRATEGIC PRIORITY

1

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Corryn Bennett, Accountant II

DATE: February 19, 2026

SUBJECT: ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING DECEMBER 31, 2025

RECOMMENDATION

Review City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending December 31, 2025.

BACKGROUND

Section 53646 of the California State Government code requires the fiscal officer to prepare a quarterly report detailing the City's and the Agency's cash and investments. The City of Seaside's and the Successor Agency's Investment Policy requires a quarterly report. This report covers the Fiscal Year 2025-2026 2nd quarter beginning October 1, 2025 and ending December 31, 2025.

The December 31, 2025 report shows that approximately 98.8% of the portfolio is City of Seaside funds and 1.2% is Successor Agency Funds. 41% of the funds are invested in the Local Agency Investment Fund with the State of California.

FISCAL IMPACT

None.

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

- 1. LAIF Program Description
- 2. LAIF Quarterly Apportionment Rates
- 3. PMIA-LAIF_perform
- 4. exhibit A, B, C - 2Q quarter ended 12-31-2025

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



LOCAL AGENCY INVESTMENT FUND

Program Description

The Local Agency Investment Fund (LAIF), a voluntary program created by statute, began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer Fiona Ma's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer, as Chair, or her designated representative, appoints two members qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state. The term of each appointment is two years or at the pleasure of the Treasurer.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by Investment Division staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an internal audit process.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. This Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and \$468 million in 1977 to 2,362 participants and \$26.7 billion at the end of December 2019.



[Home](#) ->> [LAIF](#) ->> Quarterly Apportionment Rates



LOCAL AGENCY INVESTMENT FUND

Quarterly Apportionment Rates

	March	June	September	December
1977	5.68	5.78	5.84	6.45
1978	6.97	7.35	7.86	8.32
1979	8.81	9.10	9.26	10.06
1980	11.11	11.54	10.01	10.47
1981	11.23	11.68	12.40	11.91
1982	11.82	11.99	11.74	10.71
1983	9.87	9.64	10.04	10.18
1984	10.32	10.88	11.53	11.41
1985	10.32	9.98	9.54	9.43
1986	9.09	8.39	7.81	7.48
1987	7.24	7.21	7.54	7.97
1988	8.01	7.87	8.20	8.45
1989	8.76	9.13	8.87	8.68
1990	8.52	8.50	8.39	8.27
1991	7.97	7.38	7.00	6.52
1992	5.87	5.45	4.97	4.67
1993	4.64	4.51	4.44	4.36
1994	4.25	4.45	4.96	5.37
1995	5.76	5.98	5.89	5.76
1996	5.62	5.52	5.57	5.58
1997	5.56	5.63	5.68	5.71
1998	5.70	5.66	5.64	5.46
1999	5.19	5.08	5.21	5.49
2000	5.80	6.18	6.47	6.52
2001	6.16	5.32	4.47	3.52
2002	2.96	2.75	2.63	2.31
2003	1.98	1.77	1.63	1.56
2004	1.47	1.44	1.67	2.00
2005	2.38	2.85	3.18	3.63
2006	4.03	4.53	4.93	5.11
2007	5.17	5.23	5.24	4.96
2008	4.18	3.11	2.77	2.54
2009	1.91	1.51	0.90	0.60
2010	0.56	0.56	0.51	0.46
2011	0.51	0.48	0.38	0.38
2012	0.38	0.36	0.35	0.32
2013	0.28	0.24	0.26	0.26
2014	0.23	0.22	0.24	0.25
2015	0.26	0.28	0.32	0.37
2016	0.46	0.55	0.60	0.68

	March	June	September	December
2017	0.78	0.92	1.07	1.20
2018	1.51	1.90	2.16	2.40
2019	2.55	2.57	2.45	2.29
2020	2.03	1.47*	0.84	0.63
2021	0.44	0.33	0.24	0.23
2022	0.32	0.75	1.35	2.07
2023	2.74	3.15*	3.59	4.00
2024	4.30	4.55	4.71	4.62
2025	4.48	4.40	4.34	4.20

*Revised per State Controller's Office



PMIA/LAIF Performance Report as of 02/05/26



Quarterly Performance Quarter Ended 12/31/25

LAIF Apportionment Rate ⁽²⁾ :	4.20
LAIF Earnings Ratio ⁽²⁾ :	0.00011512010685708
LAIF Administrative Cost ^{(1)*} :	0.27
LAIF Fair Value Factor ⁽¹⁾ :	1.002181483
PMIA Daily ⁽¹⁾ :	3.97
PMIA Quarter to Date ⁽¹⁾ :	4.09
PMIA Average Life ⁽¹⁾ :	244

PMIA Average Monthly Effective Yields⁽¹⁾

January	3.931
December	4.025
November	4.096
October	4.150
September	4.212
August	4.251

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 12/31/25 \$162.6 billion

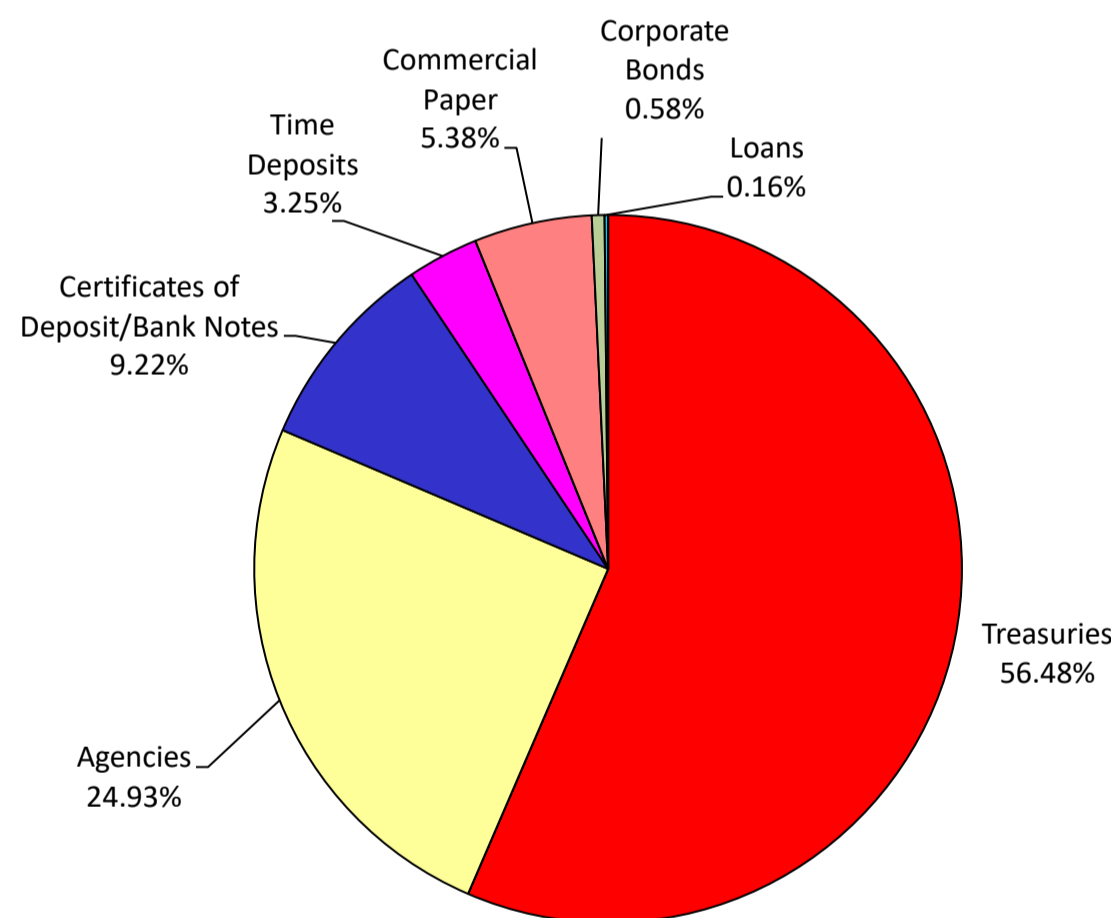


Chart does not include \$910,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

Account	Name	Balance
961-1001	CASH ON DEPOSIT	-623146.36
961-1015	LAIF CASH	991571
961-1017	GROW SEASIDE FUND DEPOSIT	125000
961-1023	A/R MISC	0
961-1024	MANUAL A/R - TEMP OFF-SET	0
961-1028	PREPAID-PERS UAL	0
961-1033	LAND HELD FOR RESALE	0
961-1034	LAND 4 RESALE-PROPERTY CREDITS	-0.16
961-1035	INTEREST RECEIVABLE - LAIF	0
961-1045	INTER-GOVERNMENT RECEIVABLES	0
961-1101	LAND	0
962-1001	CASH ON DEPOSIT	0
962-1015	LAIF CASH	0
962-1027	DUE FROM - TEMPORARY CASH FLOW	0
962-1035	INTEREST RECEIVABLE - LAIF	0
962-1038	PREPAID ROPS EXPENSE	0
963-1001	CASH ON DEPOSIT	17.6
963-1015	LAIF CASH	0
963-1023	A/R MISC	0
963-1027	DUE FROM - TEMPORARY CASH FLOW	0
963-1028	PREPAID-PERS UAL	0
963-1035	INTEREST RECEIVABLE - LAIF	0
963-1039	LAND HELD FOR RESALE	0
969-1001	CASH ON DEPOSIT	111274
969-1012	2001 BOND - FA CASH w/ US BANK	0
969-1013	2003 BOND - FA CASH w/ US BANK	0
969-1015	LAIF CASH	0
969-1023	A/R MISC	0
969-1035	INTEREST RECEIVABLE-LAIF	0
969-1045	INTERGOVERNMENTAL RECEIVABLE	0
971-1001	CASH ON DEPOSIT	343780.29
971-1015	LAIF CASH	0
971-1017	GROW SEASIDE FUND DEPOSIT	125000
971-1023	A/R MISC	4000
971-1024	MANUAL A/R - TEMP OFF-SET	0
971-1027	DUE FROM - TEMPORARY CASH FLOW	0
971-1028	PREPAID-PERS UAL	0
971-1033	LAND HELD FOR RESALE	0
971-1035	INTEREST RECEIVABLE - LAIF	0
971-1038	PREPAID ROPS EXPENSE	0
971-1039	DUE FROM CITY SEASIDE-FUND 103	0
971-1046	DEFERRED CHRG-WATER ALLOCATION	112084.65
971-1070	PREPAID MEDICAL & OTHER	0
971-1101	LAND	3264040.26
971-1102	BUILDINGS	93998.6
971-1103	ACC. DEPR - BUILDINGS	-93998.6
971-1104	ACCUMULATED DEP - LAND	0
971-1151	CONSTRUCTION IN PROGRESS	0
971-1161	INTANGIBLES - AMORTIZED	1088297.53
971-1162	ACCUMULATED AMORT - INTANGIBLE	-1088297.53
972-1001	CASH ON DEPOSIT	-154792.28
972-1002	CASH RESTRICTED(BOND PROCEEDS)	0
972-1003	CASH RESTRICTED (MEMO OFF-SET)	0
972-1012	2001 BOND RESERVE - US BANK	0
972-1013	2003 BOND RESERVE - US BANK	0
972-1014	2014 BOND RESERVE - US BANK	159131.25
972-1015	LAIF CASH (BOND PROCEEDS)	0
972-1023	A/R MISC	0
972-1027	DUE FROM - TEMPORARY CASH FLOW	0
972-1035	INTEREST RECEIVABLE - LAIF	0
972-1038	PREPAID ROPS EXPENSE	0
972-1091	COST OF ISSUANCE -2001 BONDS	0
972-1092	COST OF ISSUANCE -2003 BONDS	0
972-1099	ADVANCE TO 961 (RCV)-TX ALLOC	3000000
972-1138	IMPROVEMENTS - AUTO CENTER	18156771.43
972-1139	ACC. DEPR - IMPROVMNT AUTO CTR	-6960096.01

972-1151	CONSTRUCTION IN PROGRESS	0
972-1170	LAND EASEMENTS - AUTO CENTER	620129
973-1001	CASH ON DEPOSIT	-17055.62
973-1013	BOND RESERVE W/US BANK	0
973-1015	LAIF CASH	0
973-1023	A/R MISC	0
973-1027	DUE FROM - TEMPORARY CASH FLOW	0
973-1028	PREPAID-PERS UAL	0
973-1035	INTEREST RECEIVABLE - LAIF	0
973-1091	HS LOANS RECEIVABLE	0
973-1099	ADVANCE TO 972 (RECV) - SERAF	0
Liability		
961-2001	ACCOUNTS PAYABLE	0
961-2006	A/P MANUAL ACCRUAL	0
961-2025	DUE TO - TEMPORARY CASH FLOW	0
961-2051	WAGES PAYABLE	0
961-2052	FEDERAL TAX PAYABLE	0
961-2053	STATE TAX PAYABLE	0
961-2055	MEDICARE PAYABLE	0
961-2056	PERS PAYABLE	0
961-2057	EE HEALTHCARE PAYABLE	0
961-2060	DEFERRED COMP PAYABLE	0
961-2061	VISION INS PAYABLE	0
961-2062	MISC PAYROLL PAYABLES	-0.8
961-2066	DENTAL PAYABLE	0
961-2079	MANUAL PAYABLES-TEMP OFF-SET	0
961-2295	UNCLAIMED MONEY	0
961-2350	INTEREST PAYABLE	0
961-2399	ADVANCE FROM 972(PAY)-TX ALLOC	3000000
962-2001	ACCOUNTS PAYABLE	0
962-2079	MANUAL PAYABLES-TEMP OFF-SET	0
962-2350	INTEREST PAYABLE	0
962-2394	NOTE PAY-RABOBANK(GOLF COURSE)	0
963-2001	ACCOUNTS PAYABLE	0
963-2006	A/P MANUAL ACCRUAL	0
963-2025	DUE TO TEMPORARY CASH FLOW	0
963-2051	WAGES PAYABLE	0
963-2052	FEDERAL TAX PAYABLE	0
963-2053	STATE TAX PAYABLE	0
963-2055	MEDICARE PAYABLE	0
963-2056	PERS PAYABLE	0
963-2057	EE HEALTHCARE PAYABLE	0
963-2060	DEFERRED COMP PAYABLE	0
963-2061	VISION INS PAYABLE	0
963-2062	MISC PAYROLL PAYABLES	-0.1
963-2064	LIUNA PENSION PAYABLE	0
963-2066	DENTAL PAYABLE	0
963-2071	LTD PAYABLE	0
963-2079	MANUAL PAYABLES-TEMP OFF-SET	0
963-2350	INTEREST PAYABLE	0
963-2395	NOTE PAY-CA PARKS&REC (LMIHF)	0
963-2396	SUNBAY DDA COMMITMNT (LMIHF)	0
969-2001	ACCOUNTS PAYABLE	0
969-2030	DUE TO FND 297 (NXT YR SERAF)	0
969-2301	UNAVAILALBE REV (EXCESS RPTTF)	0
969-2302	UNEARNED REV (NEXT YR RPTTF)	0
969-2303	UNEARNED REV (FUTURE DEBT)	0.25
969-2304	UNEARNED REV (NEXT YR SERAF)	0
971-2001	ACCOUNTS PAYABLE	4.68
971-2006	A/P MANUAL ACCRUAL	6433.16
971-2025	DUE TO -TEMPOTATY CASH FLOW AS	0
971-2051	WAGES PAYABLE	0
971-2052	FEDERAL TAX PAYABLE	0
971-2053	STATE TAX PAYABLE	0
971-2055	MEDICARE PAYABLE	0
971-2056	PERS PAYABLE	0
971-2057	EE HEALTHCARE PAYABLE	0
971-2059	GARNISHMENT PAYABLE	0

971-2060	DEFERRED COMP PAYABLE	0
971-2061	VISION INS PAYABLE	0
971-2062	MISC PAYROLL PAYABLES	-5.43
971-2064	LIUNA PENSION PAYABLE	-1.54
971-2066	DENTAL PAYABLE	0
971-2071	LIFE/AD&D LTD PAYABLE	0
971-2079	MANUAL PAYABLES-TEMP OFF-SET	0
971-2097	RENTER'S DEPOSIT - MERGED AREA	465
971-2301	UNAVAILABLE REVENUES	0
971-2399	ADVANCE FRM SEASIDE(LOAN PAY)	2333430.82
972-2001	ACCOUNTS PAYABLE	0
972-2006	AP MANUAL ACCRUAL	0
972-2038	DUE TO HS 297 (SERAF CURNT)	0
972-2079	MANUAL PAYABLES-TEMP OFF-SET	0
972-2350	INTEREST PAYABLE	-6140.62
972-2374	2014 BONDS PAY, CURRENT	135000
972-2391	2001 BONDS PAY - GATEWAY & LG	0
972-2392	2003 BONDS PAY-AUTO CTR & OTHR	0
972-2393	2003 BONDS PAY - PREMIUM	0
972-2394	2014 BONDS PAY(2003 REFUNDING)	1245000
972-2397	2014 BONDS PAY (PREMIUM)	330468.08
972-2399	ADV FRM CITY HS 297(PAY)-SERAF	0
972-2499	DEFERRED INFLOWS OF RESOURCES	426692.64
973-2001	ACCOUNTS PAYABLE	0
973-2006	A/P MANUAL ACCRUAL	0
973-2051	WAGES PAYABLE	0
973-2052	FEDERAL TAX PAYABLE	0
973-2053	STATE TAX PAYABLE	0
973-2055	MEDICARE PAYABLE	0
973-2056	PERS PAYABLE	0
973-2057	EE HEALTHCARE PAYABLE	0
973-2059	GARNISHMENT PAYABLE	0
973-2060	DEFERRED COMP PAYABLE	0
973-2061	VISION INS PAYABLE	0
973-2062	MISC PAYROLL PAYABLES	-0.1
973-2063	PARS-ARS 457 PAYABLE	0
973-2064	LIUNA PENSION PAYABLE	-3.34
973-2066	DENTAL PAYABLE	0
973-2071	LIFE/ AD&D LTD PAYABLE	0
973-2079	MANUAL PAYABLES-TEMP OFF-SET	0
973-2295	UNCLAIMED MONEY	0
973-2301	UNEARNED REVENUES	0
Equity		
961-2506	PRIOR PERIOD ADJUSTMENT	-7
961-2507	EXTRAORDINARY GAIN (LOSS)	0
961-2512	FUND BALANCE-UNRESERVED	0
961-2520	ENCUMBRANCES	-471.5
961-2521	RESERVE FOR ENCUMBRANCES	471.5
961-2522	PY ENCUMBRANCE	471.5
961-2523	RESERVE PY ENCUMBRANCE	-471.5
961-2610	F/B-NONSPENDABLE	0
961-2630	F/B-RESTRICTED	-2506567.72
961-2650	F/B-COMMITTED	0
961-2670	F/B-ASSIGNED	0
961-2690	F/B-UNASSIGNED	0
962-2507	EXTRAORDINARY GAIN (LOSS)	0
962-2512	FUND BALANCE - UNRESERVED	0
962-2520	ENCUMBRANCES	0
962-2521	RESERVE FOR ENCUMBRANCES	0
962-2522	PY ENCUMBRANCE	0
962-2523	RESERVE PY ENCUMBRANCE	0
962-2610	F/B-NONSPENDABLE	0
962-2630	F/B-RESTRICTED	0
962-2650	F/B-COMMITTED	0
962-2670	F/B-ASSIGNED	0
962-2690	F/B-UNASSIGNED	0
963-2506	PRIOR PERIOD ADJUSTMENT	0
963-2507	EXTRAORDINARY GAIN (LOSS)	0

963-2512	FUND BALANCE-UNRESERVED	0
963-2520	ENCUMBRANCES	0
963-2521	RESERVE FOR ENCUMBRANCES	0
963-2522	PRIOR YEAR ENCUMBRANCE	0
963-2523	PRIOR YEAR RESERVE	0
963-2610	F/B-NONSPENDABLE	0
963-2630	F/B-RESTRICTED	17.7
963-2650	F/B-COMMITTED	0
963-2670	F/B-ASSIGNED	0
963-2690	F/B-UNASSIGNED	0
969-2506	PRIOR PERIOD ADJUSTMENT	0
969-2507	EXTRAORDINARY GAIN (LOSS)	0
969-2512	FUND BALANCE - UNRESERVED	0
969-2520	ENCUBRANCES	0
969-2521	RESERVE FOR ENCUMBRANCES	0
969-2522	PY ENCUMBRANCE	0
969-2523	RESERVE PY ENCUMBRANCE	0
969-2610	F/B-NONSPENDABLE	0
969-2630	F/B-RESTRICTED	106273.75
969-2650	F/B-COMMITTED	0
969-2670	F/B-ASSIGNED	0
969-2690	F/B-UNASSIGNED	0
971-2506	PRIOR PERIOD ADJUSTMENT	0
971-2507	EXTRAORDINARY GAIN (LOSS)	0
971-2512	FUND BALANCE-UNRESERVED	0
971-2520	ENCUMBRANCES	-3783.44
971-2521	RESERVE FOR ENCUMBRANCES	3783.44
971-2522	PY ENCUMBRANCE	174.5
971-2523	RESERVE PY ENCUMBRANCE	-174.5
971-2610	F/B-NONSPENDABLE	0
971-2630	F/B-RESTRICTED	1508578.51
971-2650	F/B-COMMITTED	0
971-2670	F/B-ASSIGNED	0
971-2690	F/B-UNASSIGNED	0
972-2507	EXTRAORDINARY GAIN (LOSS)	0
972-2512	FUND BALANCE-UNRESERVED	0
972-2520	ENCUMBRANCE	0
972-2521	RESERVE FOR ENCUMBRANCE	0
972-2522	PY ENCUMBRANCE	0
972-2523	RESERVE PY ENCUMBRANCE	0
972-2610	F/B-NONSPENDABLE	0
972-2630	F/B-RESTRICTED	12690123.29
972-2650	F/B-COMMITTED	0
972-2670	F/B-ASSIGNED	0
972-2690	F/B-UNASSIGNED	0
973-2506	PRIOR PERIOD ADJUSTMENT	0
973-2507	EXTRAORDINARY GAIN (LOSS)	0
973-2511	FUND BALANCE-RESERVE	0
973-2512	FUND BALANCE-UNRESERVED	0
973-2520	ENCUMBRANCES	-260.45
973-2521	RESERVE FOR ENCUMBRANCE	260.45
973-2522	PY ENCUMBRANCE	260.45
973-2523	RESERVE FOR PY ENCUMBRANCES	-260.45
973-2610	F/B-NONSPENDABLE	0
973-2630	F/B-RESTRICTED	-11939.37
973-2650	F/B-COMMITTED	0
973-2670	F/B-ASSIGNED	0
973-2690	F/B-UNASSIGNED	0

Run Balance Sheet for all funds

1001 Pooled Cash

Funds	Balance	Total C&I	% Successor
961	\$ 368,424.64		0.7%
962	\$ -		0.0%
963	\$ 17.60		0.0%
969	\$ 111,274.00		0.2%
971	\$ 343,780.29		0.7%
972	\$ (154,792.28)		-0.3%
973	\$ (17,055.62)		0.0%
	\$ 651,648.63		
2014 bond reserve	\$ -		0.0%
	\$ 651,648.63	\$ 49,584,022.58	1.31% SA C&I
		\$ 20,598,062.65	42% LAIF

NOTE: There is 991,571 allocated to laif

991571

98.7% City

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF DECEMBER 31, 2025**

<u>DESCRIPTION</u>	<u>INSTITUTION</u>	<u>VALUATION</u>	<u>AMOUNT</u>
LAIF - City Funds	State Treasurer	Market	\$ 20,598,062.65
General Checking	BMO	Market	\$ 15,521,276.94
Money Market	BMO	Market	\$ 3,810,271.72
Safe Keeping	BMO	Market	\$ 4,537,334.83
2022 Lease Escrow Account	Webster Bank	Market	\$ 10,123.30
PARS Retirement Account	US Bank	Market	\$ 39,777.48
PARS 115 Trust	PARS	Market	\$ 4,681,123.73
York Tail Claims	Bank of America	Market	\$ 29,629.80
Bond 2018 Cutino Reserve account	US Bank	Market	\$ 16,563.23
Bond 2018 Measure X Reserve account	US Bank	Market	\$ 2.56
Bond 2014 Reserve account	US Bank	Market	\$ 375.11
Bond 2006 Reserve & Installment accounts	US Bank	Market	\$ 339,481.23
Pension Obligation Bond Program Reserve account	Wells Fargo Bank	Market	\$ -
	Total		<u><u>\$ 49,584,022.58</u></u>

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's and the Agency's anticipated expenditure requirements for the next six months.
(California Code Section 53646)

Investments in this report meet the requirements of the City of Seaside's and the Successor Agency's Investment Policy.

Respectfully submitted,

Greg McDanel
City Manager

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF DECEMBER 31, 2025**

	Yield	Book Value	% of Total	Market Value
<u>Investments</u>				
State Treasurer LAIF - City Account	2.40%	20,598,062.65	41.60%	20,598,062.65
<u>Checking Account</u>				
BMO - General Checking	0.00%	15,521,276.94	31.34%	15,521,276.94
BMO - Money Market	1.68%	3,810,271.72	7.69%	3,810,271.72
BMO - Safe Keeping	0.00%	4,472,000.00	9.03%	4,537,334.83
Webster Bank - 2022 Lease	0.03%	10,123.30	0.02%	10,123.30
PARS Retirement Account	1.94%	39,777.48	0.08%	39,777.48
PARS 115 Trust	3.83%	4,681,123.73	9.45%	4,681,123.73
Bank of America-York Checking	0.00%	29,629.80	0.06%	29,629.80
<u>US Bank - Cutino Revenue 2018 Bonds</u>				
Installment Payment, Reserve	0.00%	16,563.23	0.03%	16,563.23
<u>US Bank - Measure X Revenue 2018 Bonds</u>				
Installment Payment, Reserve	0.00%	2.56	0.00%	2.56
<u>US Bank - Redevelopment Agency Merged Area Refunding 2014 Bonds</u>				
Installment Payment, Reserve	0.00%	375.11	0.00%	375.11
<u>US Bank - Golf Course 2006 Bonds</u>				
Installment Payment, Reserve	0.00%	339,481.23	0.69%	339,481.23
<u>Wells Fargo Bank</u>				
Pension Obligation Bond Program Reserve Account	#DIV/0!	-	0.00%	-
Total Cash and Investments		49,518,687.75	100.00%	49,584,022.58

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
CASH AND INVESTMENT ACTIVITY REPORT FOR THE PERIOD
OCTOBER 1, 2025 THROUGH DECEMBER 31, 2025**

<u>INSTITUTION</u>	<u>ACCOUNT STATUS</u>	<u>BEGINNING BALANCE</u>	<u>DEPOSITED</u>	<u>EXPENDED or TRANSFERRED</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE</u>
INVESTMENTS						
LAIF - City	OPEN	\$ 24,332,261.37	-	4,000,000.00	265,801.28	\$ 20,598,062.65
CHECKING ACCOUNT						
BMO - General Checking	OPEN	\$ 11,090,058.98	21,146,599.80	16,715,381.84		\$ 15,521,276.94
BMO - Payroll Checking	OPEN	\$ -	7,823,856.44	7,823,856.44		\$ -
BMO - Money Market	OPEN	\$ 4,774,661.55	-	1,000,000.00	35,610.17	\$ 3,810,271.72
BMO - Athens Tail Claims	OPEN	\$ -	6,386.31	6,386.31	-	\$ -
BMO - Safe Keeping	OPEN	\$ 2,978,000.00	1,494,000.00	-	-	\$ 4,472,000.00
Webster Bank - 2022 Lease	OPEN	\$ 10,154.00	-	32.00	1.30	\$ 10,123.30
PARS Retirement Account	OPEN	\$ 33,093.71	11,580.00	5,245.55	349.32	\$ 39,777.48
PARS 115 Trust	OPEN	\$ 4,601,028.43	-	6,806.21	86,901.51	\$ 4,681,123.73
Bank of America York Tail Claims	OPEN	\$ 29,629.80	-	-	-	\$ 29,629.80
BOND RESERVE ACCOUNT - HELD BY TRUSTEES						
Bond 2018 Cutino Accounts - Reserve, Interest	OPEN	\$ 16,563.02	-	-	0.21	\$ 16,563.23
Bond 2018 Meas X Accounts - Reserve, Interest	OPEN	\$ 2.56	-	-	-	\$ 2.56
Bond 2014 Accounts - Reserve, Interest	OPEN	\$ 33.43	159,097.82	159,131.25	375.11	\$ 375.11
Bond 2006 Accounts - Reserve, Installment	OPEN	\$ 579,415.57	-	239,940.63	6.29	\$ 339,481.23
Wells F Pension Obligation Bond Prog-Reserve Acct.	OPEN	\$ -	-	-	-	\$ -
		\$ 48,444,902.42	30,641,520.37	29,956,780.23	389,045.19	\$ 49,518,687.75

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF SECURITIES HELD
AS OF DECEMBER 31, 2025**

Asset Type	CUSIP / ISIN	Security Description	Issue Date	Maturity Date	Market Value (\$)	Par Value (\$ / Unit)
Certificates of Deposit	00224TAS5	A+ FEDERAL CREDIT UNION CERTIFICATE OF DEPOSIT M 03/28/30 4.150% D 03/28/25	3/28/2025	3/28/2030	\$ 252,406.96	\$ 248,000.00
Certificates of Deposit	01882MAG7	ALLIANT CREDIT UNION/IL CERTIFICATE OF DEPOSIT M 11/16/26 5.500% D 11/15/23	11/16/2026	11/16/2026	\$ 252,865.76	\$ 248,000.00
Certificates of Deposit	108622PH8	BRIDGEWATER BK BLOOM MN CERTIFICATE OF DEPOSIT M 08/03/26 5.150% D 11/03/23	8/3/2026	8/3/2026	\$ 250,807.36	\$ 248,000.00
Certificates of Deposit	16141BAT8	CHARTWAY FED CREDIT UN CERTIFICATE OF DEPOSIT SERIES CD M 11/03/27 5.200% D 11/03/23	11/3/2027	11/3/2027	\$ 255,881.44	\$ 248,000.00
Certificates of Deposit	178808AA9	CIVIC FEDERAL CU CERTIFICATE OF DEPOSIT M 08/23/27 4.150% D 07/23/25	7/23/2025	8/23/2027	\$ 251,353.05	\$ 249,000.00
Certificates of Deposit	219873AP1	CORP AMERICA FAMILY CU CERTIFICATE OF DEPOSIT M 03/29/27 3.800% D 09/29/25	9/29/2025	3/29/2027	\$ 249,410.85	\$ 249,000.00
Certificates of Deposit	32026U2T2	FIRST FOUNDATION BANK CERTIFICATE OF DEPOSIT M 10/31/25 5.400% D 10/31/23	10/31/2025	10/31/2025	\$ 248,109.12	\$ 248,000.00
Certificates of Deposit	39573LEU8	GREENSTATE CREDIT UNION CERTIFICATE OF DEPOSIT M 09/26/30 3.750% D 09/26/25	9/26/2025	9/26/2030	\$ 249,338.64	\$ 249,000.00
Certificates of Deposit	42728JAB7	HERITAGE USA FEDERAL CU CERTIFICATE OF DEPOSIT M 05/01/26 5.450% D 11/01/23	5/1/2026	5/1/2026	\$ 250,321.28	\$ 248,000.00
Certificates of Deposit	43742UAG1	HOMELAND CREDIT UNION CERTIFICATE OF DEPOSIT M 05/29/28 4.250% D 11/29/24	11/29/2024	5/29/2028	\$ 252,976.53	\$ 249,000.00
Certificates of Deposit	43942MAV4	HOPE FEDERAL CREDIT UNIO CERTIFICATE OF DEPOSIT M 09/29/27 3.650% D 09/29/25	9/29/2025	9/29/2027	\$ 249,114.54	\$ 249,000.00
Certificates of Deposit	67054NBT9	NUMERICA CREDIT UNION CERTIFICATE OF DEPOSIT SERIES 0000 M 11/26/29 4.150% D 11/26/24	11/26/2024	11/26/2029	\$ 253,115.97	\$ 249,000.00
Certificates of Deposit	81788WAB3	SEVEN SEVENTEEN CR U INC CERTIFICATE OF DEPOSIT M 03/30/27 3.750% D 09/30/25	9/30/2025	3/30/2027	\$ 249,231.57	\$ 249,000.00
Certificates of Deposit	8562854D0	STATE BANK OF INDIA CERTIFICATE OF DEPOSIT M 10/30/28 5.000% D 10/30/23	10/30/2028	10/30/2028	\$ 257,726.56	\$ 248,000.00
Certificates of Deposit	898812AF9	TUCSON FEDERAL CREDIT CERTIFICATE OF DEPOSIT M 04/03/28 4.100% D 04/02/25	4/2/2025	4/3/2028	\$ 250,874.32	\$ 248,000.00
Certificates of Deposit	913065AD0	UNITED TELETECH FIN FCU CERTIFICATE OF DEPOSIT M 11/08/27 5.100% D 11/08/23	11/8/2027	11/8/2027	\$ 255,427.60	\$ 248,000.00
Certificates of Deposit	949764HA5	WESTMARK CREDIT UNION CERTIFICATE OF DEPOSIT M 09/30/26 3.800% D 09/30/25	9/30/2025	9/30/2026	\$ 249,000.00	\$ 249,000.00
Certificates of Deposit	98138MCA6	WORKERS FED CREDIT UNION CERTIFICATE OF DEPOSIT SERIES CD M 10/30/28 5.200% D 10/30/23	10/30/2028	10/30/2028	\$ 259,373.28	\$ 248,000.00
Total					\$ 4,537,334.83	\$ 4,472,000.00

BMO	BEGINNING BALANCE	DEPOSITED	EXPENDED or TRANSFERRED	INTEREST EARNED	ENDING BALANCE
LAIF					
month 1	24,332,261.37			265,801.28	24,598,062.65
month 2	24,598,062.65		4,000,000.00		20,598,062.65
month 3	20,598,062.65				20,598,062.65
quarter	24,332,261.37	-	4,000,000.00	265,801.28	20,598,062.65
				4.733%	

GEN CHK - BMO	BEGINNING BALANCE	DEPOSITED	EXPENDED or TRANSFERRED	INTEREST EARNED	ENDING BALANCE
month 1	11,090,058.98	4,385,853.11	6,909,326.22		8,566,585.87
month 2	8,566,585.87	7,405,654.17	5,254,555.01		10,717,685.03
month 3	10,717,685.03	9,355,092.52	4,551,530.61		15,521,276.94
quarter	11,090,058.98	21,146,599.80	16,715,381.84	-	15,521,276.94

PAYROLL - BMO	BEGINNING BALANCE	DEPOSITED	EXPENDED or TRANSFERRED	INTEREST EARNED	ENDING BALANCE
month 1	-	3,281,672.45	3,281,672.45		-
month 2	-	2,505,616.01	2,505,616.01		-
month 3	-	2,036,367.98	2,036,367.98		-
quarter	-	7,823,856.44	7,823,856.44	-	-

MM - BMO	BEGINNING BALANCE	DEPOSITED	EXPENDED or TRANSFERRED	INTEREST EARNED	ENDING BALANCE
month 1	4,774,661.55			13,179.37	4,787,840.92
month 2	4,787,840.92			11,871.22	4,799,712.14
month 3	4,799,712.14		1,000,000.00	10,559.58	3,810,271.72
quarter	4,774,661.55	-	1,000,000.00	35,610.17	3,810,271.72

Athens - BMO	BEGINNING BALANCE	DEPOSITED	EXPENDED or TRANSFERRED	INTEREST EARNED	ENDING BALANCE
month 1	-	2,518.40	2,518.40		-
month 2	-	1,896.98	1,896.98		-
month 3	-	1,970.93	1,970.93		-
quarter	-	6,386.31	6,386.31	-	-

BMO	15,864,720.53	28,976,842.55	25,545,624.59	35,610.17	19,331,548.66
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PARS 415	Beginning Bal	Deposit	expend/transfer	interest	Ending Bal
month 1	33,093.71	5,790.00	1,770.31	109.45	37,222.85
month 2	37,222.85	5,790.00	1,737.62	114.79	41,390.02
month 3	41,390.02		1,737.62	125.08	39,777.48
quarter	33,093.71	11,580.00	5,245.55	349.32	39,777.48
				3.835%	

PARS 115	Beginning Bal	Deposit	expend/transfer	interest	Ending Bal
month 1	4,601,028.43		2,241.97	52,297.32	4,651,063.78
month 2	4,651,063.78		2,275.16	26,364.21	4,675,172.83
month 3	4,675,172.83		2,289.08	8,239.98	4,681,123.73
quarter	4,601,028.43	-	6,806.21	86,901.51	4,681,123.73
				7.490%	

YORK	Beginning Bal	Deposit	expend/transfer	interest	Ending Bal
month 1	29,629.80				29,629.80
month 2	29,629.80				29,629.80
month 3	29,629.80				29,629.80
quarter	29,629.80	-	-	-	29,629.80

2018 BOND	UPDATE ONE WORKSHEET: 'US Bank 2018 Cutino'	BEGINNING BALANCE	DEPOSITED	EXPENDED or TRANSFERRED	INTEREST EARNED	ENDING BALANCE
month 1		16,563.02	-	-	0.07	16,563.09
month 2		16,563.09	-	-	0.07	16,563.16
month 3		16,563.16	-	-	0.07	16,563.23
quarter		16,563.02	-	-	0.21	16,563.23
					0.005%	

2018 X BOND	BEGINNING BALANCE	DEPOSITED	EXPENDED or TRANSFERRED	INTEREST EARNED	ENDING BALANCE
month 1	2.56	-	-	-	2.56
month 2	2.56	-	-	-	2.56
month 3	2.56	-	-	-	2.56
quarter	2.56	-	-	-	2.56
					0.000%

2014 BOND	BEGINNING BALANCE	DEPOSITED	EXPENDED or TRANSFERRED	INTEREST EARNED	ENDING BALANCE
month 1	33.43	159,097.82	-	0.10	159,131.35
month 2	159,131.35	-	159,131.25	373.83	373.93
month 3	373.93	-	-	1.18	375.11
quarter	33.43	159,097.82	159,131.25	375.11	375.11
					734.538%

2005 BOND	BEGINNING BALANCE	DEPOSITED	EXPENDED or TRANSFERRED	INTEREST EARNED	ENDING BALANCE
month 1	579,415.57	-	-	2.39	579,417.96
month 2	579,417.96	-	239,940.63	2.46	339,479.79
month 3	339,479.79	-	-	1.44	339,481.23
quarter	579,415.57	-	239,940.63	6.29	339,481.23
					0.005%

BMO Safe Keeping	BEGINNING BALANCE	DEPOSITED	EXPENDED or TRANSFERRED	INTEREST EARNED	ENDING BALANCE
month 1	3,025,651.32	249,000.00	10,403.63	9,841.98	3,274,089.67
month 2	3,274,089.67	-	2,371.55	9,952.41	3,281,670.53
month 3	3,281,670.53	1,245,000.00	1,478.67	12,142.97	4,537,334.83
quarter	3,025,651.32	1,494,000.00	14,253.85	31,937.36	4,537,334.83
					3.378%
					3.65%

POB/WF	BEGINNING BALANCE	DEPOSITED	EXPENDED or TRANSFERRED	INTEREST EARNED	ENDING BALANCE
PRIN	-	-	-	-	-
INT	-	-	-	-	-
SURPLUS BOND	-	-	-	-	-
SINKING	-	-	-	-	-
quarter	-	-	-	-	-
					#DIV/0!

Safe Keeping Account - MARKET

	<u>BEGINNING</u> <u>BALANCE</u>	<u>DEPOSITED</u>	<u>EXPENDED or</u> <u>TRANSFERRED</u>	<u>INTEREST</u> <u>EARNED</u>	<u>ENDING</u> <u>BALANCE</u>
month 1	3,025,651.32	249,000.00	10,403.63	9,841.98	3,274,089.67
month 2	3,274,089.67		2,371.55	9,952.41	3,281,670.53
month 3	3,281,670.53	1,245,000.00	1,478.67	12,142.97	4,537,334.83
quarter	3,025,651.32	1,494,000.00	14,253.85	31,937.36 3.378%	4,537,334.83

Webster Bank Escrow Account

	<u>BEGINNING</u> <u>BALANCE</u>	<u>DEPOSITED</u>	<u>EXPENDED or</u> <u>TRANSFERRED</u>	<u>INTEREST</u> <u>EARNED</u>	<u>ENDING</u> <u>BALANCE</u>
month 1	10,154.00			0.44	10,154.44
month 2	10,154.44			0.44	10,154.88
month 3	10,154.88		32.00	0.42	10,123.30
quarter	10,154.00	-	32.00	1.30 0.051%	10,123.30

US BANK
2018 Bond Cutino

	<u>BEGINNING BALANCE</u>	<u>DEPOSITED</u>	<u>EXPENDED or TRANSFERRED</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE</u>
LEASE PMT					
month 1	16,563.02			0.07	16,563.09
month 2	16,563.09			0.07	16,563.16
month 3	16,563.16			0.07	16,563.23
quarter	16,563.02	-	-	0.21 0.005%	16,563.23

REDEMPTION

US BANK
2018 Bond Meas X

	<u>BEGINNING BALANCE</u>	<u>DEPOSITED</u>	<u>EXPENDED or TRANSFERRED</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE</u>
LEASE PMT					
month 1	2.56				2.56
month 2	2.56				2.56
month 3	2.56				2.56
quarter	2.56	-	-	-	2.56
				0.000%	

REDEMPTION

US BANK
2006 Bond

	<u>BEGINNING BALANCE</u>	<u>DEPOSITED</u>	<u>EXPENDED or TRANSFERRED</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE</u>
INTEREST					
month 1	239,941.52			0.99	239,942.51
month 2	239,942.51		239,940.63	1.02	2.90
month 3	2.90				2.90
quarter	239,941.52	-	239,940.63	2.01	2.90
				0.007%	

PRINCIPAL

US BANK
2014 Bond

	<u>BEGINNING BALANCE</u>	<u>DEPOSITED</u>	<u>EXPENDED or TRANSFERRED</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE</u>
INTEREST					
month 1	33.43	24,097.82		0.10	24,131.35
month 2	24,131.35		24,131.25	56.71	56.81
month 3	56.81			0.18	56.99
quarter	33.43	24,097.82	24,131.25	56.99	56.99
				504.225%	

PRINCIPAL

US BANK

	<u>BEGINNING BALANCE</u>	<u>DEPOSITED</u>	<u>EXPENDED or TRANSFERRED</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE</u>
POB Principal					
month 1	-				-
month 2	-				-
month 3	-				-
quarter	-	-	-	-	-
				#DIV/0! #DIV/0!	

US BANK

	<u>BEGINNING BALANCE</u>		<u>DEPOSITED</u>	<u>EXPENDED or TRANSFERRED</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE</u>
POB Principal	-	0	-	-	-	-
month 1	-	0	-	-	-	-
month 2	-	0	-	-	-	-
month 3	-	0	-	-	-	-
quarter	-	-	-	-	-	-
					#DIV/0! #DIV/0!	



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: February 19, 2026

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING MARCH 13, 2026,
AS K9 VETERANS DAY**

RECOMMENDATION

Approve proclamation.

BACKGROUND

March 13 is recognized nationally as K9 Veterans Day, commemorating the establishment of the United States Army K9 Corps on March 13, 1942. The proposed proclamation honors the service, sacrifice, and legacy of military and law enforcement working dogs who have played critical roles in public safety, national defense, and emergency response.

Adoption of this proclamation provides an opportunity for the City of Seaside to formally recognize K9 veterans and to express appreciation for their contributions alongside their handlers in protecting communities and saving lives.

BACKGROUND

Military and law enforcement working dogs—commonly referred to as K9s—have served alongside human service members since World War I. These highly trained animals have supported missions involving detection, patrol, search and rescue, explosives and narcotics identification, and force protection.

K9 Veterans Day honors both active and retired K9s, as well as those who have made the ultimate sacrifice in the line of duty. The observance also acknowledges the unique bond between K9s and their handlers, which is built on trust, discipline, and teamwork.

DISCUSSION

Recognizing K9 Veterans Day aligns with the City of Seaside’s values of service, sacrifice, and public safety. The proclamation offers a meaningful, educational opportunity for the community to learn about the vital role K9s play in military and law enforcement operations.

The proclamation is ceremonial in nature and does not create new programs, mandates, or obligations for the City. Adoption reflects the City Council’s support for honoring service members—both human and canine—who contribute to community safety and national security.

FISCAL IMPACT

None.

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. K9 Veterans Day Proclamation

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

City of Seaside PROCLAMATION



K9 VETERANS DAY Commemorative Observance

WHEREAS, military and law enforcement working dogs—commonly known as K9 veterans—have faithfully and courageously served the United States and local communities in times of war, conflict, and peace; and

WHEREAS, since World War I, K9s have been trained and deployed alongside service members and public safety professionals, utilizing their exceptional abilities in detection, patrol, search and rescue, and protection to save lives and support critical missions; and

WHEREAS, March 13 is recognized nationally as K9 Veterans Day, commemorating the establishment of the United States Army K9 Corps on March 13, 1942, and honoring the enduring legacy of military and law enforcement working dogs; and

WHEREAS, K9 veterans have served with unwavering loyalty and bravery, with many making the ultimate sacrifice in service to their handlers, agencies, communities, and country; and

WHEREAS, the partnership between K9s and their handlers reflects the highest ideals of trust, discipline, and teamwork, strengthening public safety efforts and enhancing community well-being; and

WHEREAS, the City of Seaside values service, sacrifice, and the protection of its residents, and recognizes the vital contributions of K9 veterans past and present;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim March 13, 2026, as **K9 Veterans Day** in the City of Seaside, and encourage all residents to recognize and honor the service, sacrifice, and legacy of our nation's K9 veterans.

Ian N. Oglesby, Mayor
February 2026



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: February 19, 2026

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING MARCH AS
WOMEN'S HISTORY MONTH**

RECOMMENDATION

Approve proclamation.

BACKGROUND

Women's History Month is observed nationally each March to honor the contributions, leadership, and achievements of women throughout history and in contemporary society. Approval of this proclamation affirms the City of Seaside's commitment to equity, inclusion, and recognition of the women who have shaped—and continue to shape—the community through public service, leadership, advocacy, and volunteerism.

BACKGROUND

Women's History Month traces its origins to community-based celebrations that highlighted women's contributions to history, culture, and civic life. Today, it is recognized nationally as an opportunity for reflection, education, and celebration.

Women in the City of Seaside have served in elected and appointed leadership roles, supported families and institutions, strengthened civic engagement, and contributed to social progress across generations. The City Council has historically recognized Women's History Month through proclamation as part of its ongoing commitment to celebrating community leadership and service.

DISCUSSION

The proposed proclamation acknowledges the historic and ongoing contributions of women in Seaside across all sectors of community life, including government,

education, healthcare, nonprofit service, military service, and civic leadership. The proclamation also serves as a symbolic affirmation of the City's values related to inclusion, opportunity, and respect for those whose efforts enhance the quality of life for all residents.

FISCAL IMPACT

None.

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. Women's History Month Proclamation
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

City of Seaside PROCLAMATION



WOMEN'S HISTORY MONTH Commemorative Observance

WHEREAS, women of every race, class, and ethnic background have made historic and ongoing contributions to the growth, strength, and vitality of the City of Seaside, the County of Monterey, the State of California, and the Nation, often in ways that have gone unrecognized or undocumented; and

WHEREAS, women in Seaside have played and continue to play critical roles in political, economic, cultural, religious, educational, and social life, serving the community through leadership, advocacy, public service, and volunteerism; and

WHEREAS, women have served the City of Seaside as elected and appointed officials, civic leaders, educators, healthcare providers, entrepreneurs, nonprofit advocates, military service members, and caretakers, shaping policies, institutions, and opportunities that strengthen the community as a whole; and

WHEREAS, women have been instrumental in establishing and sustaining charitable, philanthropic, cultural, religious, health, and social service organizations that provide essential support and promote equity, dignity, and opportunity for all residents; and

WHEREAS, women of Seaside have been leaders in advancing social progress, civil rights, and equal opportunity—often through volunteer service and community organizing—helping to create a more just, inclusive, and resilient society; and

WHEREAS, Women's History Month provides an opportunity to recognize and celebrate the achievements, leadership, and legacy of women past and present, while inspiring future generations to pursue civic engagement, leadership, and service;

NOW, THEREFORE, BE IT RESOLVED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the month of March 2026 as Women's History Month in the City of Seaside, and encourage all residents to reflect upon, honor, and celebrate the vital contributions women continue to make to the life, history, and future of our community.

Ian N. Oglesby, Mayor
February 2026



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: February 19, 2026

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING MARCH AS IRISH
AMERICAN HERITAGE MONTH**

RECOMMENDATION

Approve proclamation.

BACKGROUND

Irish-American Heritage Month is observed nationally each March to honor the achievements and contributions of Irish immigrants and their descendants to the history, culture, and development of the United States. Approval of this proclamation continues the City of Seaside's longstanding practice of recognizing the cultural heritage and civic contributions of diverse communities.

BACKGROUND

Irish-American Heritage Month was first recognized in 1991 and is celebrated annually through a proclamation issued by the President and the United States Congress. Irish-Americans have played a significant role in shaping American society across numerous fields, including public service, education, public safety, the military, business, and the arts.

The City of Seaside has previously recognized Irish-American Heritage Month through proclamation, including the ceremonial observance of flying a commemorative flag at City Hall during the month of March.

DISCUSSION

Approval of the proposed proclamation provides an opportunity for the City Council to formally acknowledge the cultural, historical, and civic contributions of Irish-Americans

at the local, state, and national levels. The proclamation also affirms the City's commitment to inclusivity and recognition of the diverse communities that contribute to Seaside's identity and quality of life.

FISCAL IMPACT

None.

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

- 1. Irish American Month Proclamation

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

City of Seaside PROCLAMATION



IRISH-AMERICAN HERITAGE MONTH Commemorative Observance

WHEREAS, *Irish-American Heritage Month is celebrated by proclamation of the President and the Congress of the United States to honor the achievements and contributions of Irish immigrants and their descendants living in the United States; and*

WHEREAS, *Irish-American Heritage Month was first celebrated in 1991; and*

WHEREAS, *Irish-American descendants have greatly influenced all aspects of American life, including education, the arts, public safety, firefighting, the military, science, agriculture, business, industry, athletics, and public service, including service at the highest levels of government; and*

WHEREAS, *the month of March provides an opportunity to acknowledge and celebrate the outstanding achievements, heritage, and cultural contributions of the Irish-American community; and*

WHEREAS, *the City of Seaside recognizes and values the contributions of Irish-Americans whose leadership, service, and civic engagement have helped shape the community and strengthen the nation; and*

WHEREAS, *the City of Seaside will observe Irish-American Heritage Month by flying a commemorative flag at City Hall from March 1 through March 31, 2026;*

NOW, THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the month of March 2026 as Irish-American Heritage Month in the City of Seaside.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 19th day of February 2026.*

Ian N. Oglesby, Mayor
February 2026



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: February 19, 2026

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING MARCH AS
DOMESTIC VIOLENCE AWARENESS MONTH**

RECOMMENDATION

Approve proclamation.

BACKGROUND

Domestic Violence Awareness Month provides an opportunity to raise awareness about the prevalence and impact of domestic violence, honor survivors, and recognize the essential work of advocates and service providers. Approval of this proclamation affirms the City of Seaside's commitment to community safety, prevention, and support for residents impacted by domestic violence.

BACKGROUND

Domestic violence affects individuals across all demographics and can have long-term physical, emotional, and economic consequences. Awareness initiatives help reduce stigma, encourage survivors to seek support, and promote education around healthy relationships and prevention strategies.

The City of Seaside has previously recognized Domestic Violence Awareness Month through a proclamation and continues to support efforts that emphasize safety, awareness, and community responsibility.

DISCUSSION

Approval of the proposed proclamation allows the City Council to formally recognize Domestic Violence Awareness Month and reaffirm its commitment to supporting survivors and the organizations that serve them. The proclamation also encourages

residents to engage in awareness, education, and prevention efforts that strengthen the community and promote well-being.

FISCAL IMPACT

None.

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

- 1. Domestic Violence Awareness Month Proclamation
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

City of Seaside PROCLAMATION



DOMESTIC VIOLENCE AWARENESS MONTH Commemorative Observance

WHEREAS, domestic violence, also referred to as intimate partner violence, affects individuals of all ages and crosses all racial, ethnic, gender, economic, and religious backgrounds; and

WHEREAS, women are disproportionately impacted by domestic violence, with approximately one in four women and one in seven men in the United States experiencing domestic violence during their lifetime; and

WHEREAS, domestic violence often includes patterns of coercive control, including financial abuse, which can limit survivors' independence and ability to safely leave abusive situations; and

WHEREAS, domestic violence has significant and lasting impacts on survivors, children, families, and communities, and addressing it requires prevention, education, early intervention, and coordinated community response; and

WHEREAS, domestic violence advocates, service providers, shelters, healthcare professionals, educators, and law enforcement personnel provide essential, life-saving services and critical support to survivors and their families; and

WHEREAS, education and awareness efforts in schools and communities are vital to preventing domestic violence, dating violence, sexual assault, and stalking, and to fostering healthy, respectful relationships; and

WHEREAS, the City of Seaside recognizes the important role that residents, organizations, and community partners play in preventing domestic violence and supporting those impacted by it; and

WHEREAS, designating the month of March as Domestic Violence Awareness Month provides an opportunity to honor survivors, raise awareness, and reaffirm the City's commitment to safety, dignity, and support for all residents;

NOW, THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the month of March 2026 as Domestic Violence Awareness Month in the City of Seaside, and encourage all residents to support efforts that promote awareness, prevention, and compassionate response.

Ian N. Oglesby, Mayor
February 2026



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: February 19, 2026

SUBJECT: APPROVE A FEE WAIVER REQUEST FROM KINDNESS ROCKS 831 TO USE LAGUNA GRANDE PARK TO HOLD THEIR ANNUAL SPRING EGG HUNT ON MARCH 28, 2026, IN THE AMOUNT OF \$463.00

RECOMMENDATION

Approve the fee waiver.

BACKGROUND

Kindness Rocks 831 is a non-profit organization, and they are requesting a fee waiver to assist with the costs associated with their Annual Community Spring Easter Egg Hunt on March 28, 2026, from 8:00 a.m. to 4:00 p.m at Laguna Grande Park. Their event will have an egg hunt, arts & crafts, carnival games, rock painting, face painting, a book mobile, and bounce houses. Their event will help strengthen community connections by bringing families, neighbors, and local organizations together in a safe and positive environment. This is a free family event.

This is the first year that Kindness Rocks 831 has requested a fee waiver for this event. Staff recommends that the fees be waived and that the organization provide liability coverage.

FISCAL IMPACT

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

Special Event Application Fee	\$110.00
Laguna Grande Park Rental Fees	\$121.00
Park Deposit	\$198.00
<u>Bounce House</u>	<u>\$ 34.00</u>
TOTAL	\$463.00

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. Kindness Rocks 831 Fee Waiver Request Spring Egg Hunt 2026
2. Kindness Rocks 831 501(c)(3) and Non Profit Information

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



SEASIDE CALIFORNIA

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Kindness Rocks 831
Name of Applicant: Samantha Chioino
Address: 1821 St. Helena St. City: Seaside State: CA
Phone: 831 601 2193 Email: kindnessrocks831@gmail.com

EVENT INFORMATION:

Event Title: Kindness Rocks Spring Egg Hunt
Event Description: Free Community Easter Egg Hunt
Event Date: 3/28/2026 Room(s) Requested: _____
Time (including set-up): 8am - 4pm Approximate Number of Guests: 100-200

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Non-profit

Have you received a Fee Waiver in the past? Yes, the event was on _____ No

What is your organization's tax identification number? 98-2251037

What percentage of your members or participants resides in Seaside? 100%

Is your organization based in Seaside? Yes No

Is your organization able to provide liability insurance? Yes No

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

Applicant Signature: [Signature]

Date: 1/14/2026

(For Office Use Only)

Fee Waiver Request: Approved Denied Appealed

Security Deposit Required? Yes No

Staff Signature: _____

Date: _____

Notes: _____



SEASIDE CALIFORNIA

Parks and Picnics Facility Use Request Form

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

CONTACT INFORMATION:

Name of Applicant: Samantha Chioino
Address: 1821 St. Helena St City: Seaside Zip: 93955
Phone: 831 601 2193 Email: Kindness Rocks 831 @ gmail com
 Resident Non-Resident Organization: Kindness Rocks 831

FACILITY RESERVATION:

Intended Use/Activity: Annual Spring Egg Hunt
Reservation Date(s): 3/28/26 Times: (Available 8 AM-Dusk) 8am - 4pm
Location Requested: (All fees per current adopted fee schedule)

Soper

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

Laguna Grande Park

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

Other

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

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

Bounce House (additional fee)

Estimated Attendance: 100 - 200

.....
(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____ Date: _____

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



SEASIDE CALIFORNIA

Special Event Application

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

CONTACT INFORMATION:

Organization: Kindness Rocks 831
Name of Applicant: Samantha Chioino
Address: 1821 St. Helena St. City: Seaside State: CA
Phone: 831 601 2193 Email: Kindnessrocks831@gmail.com
Day of Event Contact Name and Phone: Sam Chioino 831-601-2193

EVENT INFORMATION:

Event Title: Kindness Rocks Spring Egg Hunt

Event Category:

- Athletic / Recreation
- Celebration / Festival
- Carnival
- Concert / Performance
- Parade / March / Procession
- Other: Egg Hunt
- Circus
- Dance

Event Date and Time: March 28th 2026

Setup: 7am Event Start: 11am Event End: 3pm Clean up: 4pm

Event Location: Laguna Grande Park (Green Lawn)
1249 Canyon Del Rey

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.

Free family event, rock painting, egg hunt, bounce houses, face painting, book mobile

Number of Participants: ~~75~~ 100-200 Event Benefiting: Seaside Community

Federal ID # (if applicable): 88-2251037

- 501 C(3)
- 501 C(6)
- Commercial-For Profit
- Other: _____

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



SEASIDE CALIFORNIA

Special Event Application

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

Is the event open to the public? Yes No

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

How will the event be advertised and promoted? Social Media,
Monterey Bay Parent Magazine.

Signs posted: NO

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

- | | | |
|---------------------------------------|--|--|
| <input type="checkbox"/> P.A. System | <input checked="" type="checkbox"/> Generator(s) | <input type="checkbox"/> Amplified sound / music |
| <input type="checkbox"/> Booths | <input type="checkbox"/> Bleachers | <input type="checkbox"/> Cooking fuel |
| <input type="checkbox"/> Tents | <input type="checkbox"/> Banners | <input 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? _____ *(For-profit vendors must have business license on file with the City)*

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served? Yes No

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

Parking arrangements: Parking lot and Canyon del rey



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

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

First Aid Kits onsite

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

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

N/A

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

ReGen Recycling, Compost and Trash Bins
 (4 trash areas). Drop off at MRWMD

Other pertinent information or special requests:

APPLICANT AGREEMENT

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

Applicant Signature: Sean

Date: 1/14/26



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

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

SPECIFIC EVENT CONDITIONS OF APPROVAL

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

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

PROVISIONS

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

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

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

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

Applicant Signature: _____

Date: _____

1/14/26



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: Emcasco Insurance Insurance Agent: Arthur Gallagher

Phone Number: _____ Policy Number: _____
Will Forward Certificate

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: *[Signature]*

Date: 1/14/26

(For Office Use Only)

Authorization

- | | |
|---|--|
| <input type="checkbox"/> Building _____ | <input type="checkbox"/> Recreation _____ |
| <input type="checkbox"/> Planning _____ | <input type="checkbox"/> Redevelopment _____ |
| <input type="checkbox"/> Police _____ | <input type="checkbox"/> Public Works _____ |
| <input type="checkbox"/> Fire _____ | <input type="checkbox"/> County Health _____ |
| <input type="checkbox"/> Finance _____ | |

Comments: _____



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

Date of this notice: 05-11-2022

Employer Identification Number:
88-2251037

Form: SS-4

Number of this notice: CP 575 G

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

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

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

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

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

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

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

Articles of Incorporation

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



5038028

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



STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF INCORPORATION
CA NONPROFIT CORPORATION
PUBLIC BENEFIT
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only
-FILED-
 File No.: 5038028
 Date Filed: 4/21/2022

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

LOVETTE DOBSON
Signature

04/21/2022
Date

B0652-4948 04/21/2022 12:41 PM Received by California Secretary of State

Statement of the Incorporator

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

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

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

Name and address of each initial director:

SAMANTHA CHIOINO
1848 JUAREZ ST
SEASIDE, CA 93955

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

Dated: April 29th, 2022

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

Lovette Dobson, Incorporator



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: February 19, 2026

**SUBJECT: APPROVE A FEE WAIVER FROM THE HINDU TEMPLE OF
MONTEREY PENINSULA FOR THE USE OF THE LAGUNA GRANDE
HALL AND KITCHEN FOR THEIR DIWALI CELEBRATION NIGHT
EVENT ON OCTOBER 17, 2026, IN THE AMOUNT OF \$618.75**

RECOMMENDATION

Approve the fee waiver.

BACKGROUND

The Hindu Temple of Monterey Peninsula is a non-profit organization, and they are requesting a fee waiver to help cover the costs associated with their Annual Diwali Celebration Night on Saturday, October 17, 2026, from 12:00 p.m. to 11:00 p.m. in the Laguna Grande Hall at the Oldemeyer Center. Their event features live music, DJ entertainment, dance, cultural festivities and traditional dryas (lamps).

Staff recommends that the fees be waived for the rental cost of the facility and that the organization provide liability coverage and pay only the non-refundable portion of the deposit of \$98.25 which goes into the building maintenance fund.

The Hindu Temple of Monterey Peninsula has received a fee waiver for their Diwali Celebration annually since 2018.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall Fee	11 Hours @ \$56.25	\$618.75
<u>Deposit Non-Refundable Portion</u>		<u>\$ 98.25</u>
TOTAL		\$717.00

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the insurance and the non-refundable deposit only, the fiscal impact is \$618.75.

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. Hindu Temple of Monterey Peninsula Fee Waiver - Diwali Celebration Night 2026
2. Hindu Temple of Monterey Peninsula - 501(C)(3)

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

Please read policy on back first



SEASIDE CALIFORNIA Fee Waiver Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: Hindu Temple of Monterey Peninsula
Name of Applicant: Kushma Maharaj
Address: 6 Lindberg Ct. City: Seaside State: CA
Phone: 831-241-1475 Email: Kushmamaharaj@yahoo.com

EVENT INFORMATION:

Event Title: Dewali Night Celebration
Event Description: Dewali Night of lights
Event Date: 10-17-2026 Room(s) Requested: Leguna Grande
Time (including set-up): 12 - 11-PM Approximate Number of Guests: 250

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: We are a non Profit Organization keeping our culture with community + Personal growth in the community
Have you received a Fee Waiver in the past? Yes, the event was on 2025 No
What is your organization's tax identification number? 26-0588590
What percentage of your members or participants resides in Seaside? 80%
Is your organization based in Seaside? Yes No
Is your organization able to provide liability insurance? Yes No
Will alcohol be served or sold at your event? Yes No

Applicant Signature: [Signature]

Date: 1-22-26

(For Office Use Only)

Fee Waiver Request: Approved Denied Appealed

Security Deposit Required? Yes No

Staff Signature: _____

Date: _____

Notes: _____



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



SEASIDE CALIFORNIA

Facility Use Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION

ROOM: Laguna Grande Hall

Organization: Hindu Temple of Monterey Peninsula

Name of Applicant: Kushma Maharaj

Address: 6 Lindberg Ct. City: Seaside Zip: 93955

Phone: 831-241-1475 Email: kushmamaharaj@yahoo.com

Day of Event Contact Name and Phone: Kushma - 831-241-1475

Resident Non-Resident

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

Event Title: Dewali Night Celebration

**Please attach invitation or flyer if available.*

Event Date: 10-17-26 Approximate Number of Guests: 250

Reservation Time (including set-up): 12.00 Event Time: 16 PM

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

Special Instructions: _____

Request to use the City's: Podium Microphone Projector Screen
**Subject to availability **Projectors and other electronic equipment will not be provided*

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

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

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

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

Applicant Signature: [Signature]

Date: 1-22-2026

(For Office Use Only)

Permit Fee: 1395.75 Authorized Agent: [Signature] Date: 1/22/2026

Note: Original to Parks & Recreation Department



SEASIDE CALIFORNIA

Facility Use Rental Request Form
 Parks and Recreation Division
 986 Hilby Avenue, Seaside CA 93955
 831-899-6800

FACILITY SELECTION

LAGUNA GRANDE HALL

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

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

Liability Insurance: \$87 - \$222 (2023)
 Alcohol Premium: \$63.00 (2023)
 Security Guards: required 1 per 50 guests

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

BAYONET MEETING ROOM

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

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

BLACKHORSE MEETING ROOM

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

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

DANCE STUDIO

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

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

SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

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

SEASIDE MEETING ROOM

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

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

SEASIDE COMMUNITY CENTER (SOPER)

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

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

Liability Insurance: \$87 - \$222 (2023)
 Alcohol Premium: \$63.00 (2023)
 Security Guards: required 1 per 50 guests

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

YOUTH EDUCATION CENTER

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

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

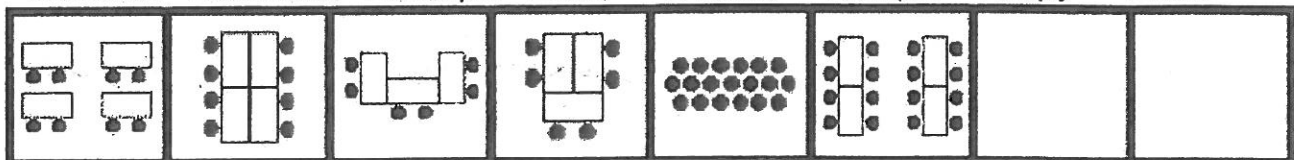
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

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

SEATING CONFIGURATION

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

- Classroom Conference U-Shaped Pods Theater Banquet Empty Other





RULES, REGULATIONS & CONDITIONS OF USE

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



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

IMPORTANT THINGS TO NOTE

- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
- ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
- ✓ Please include a sketch of how you would like the room to be set up if it is different than the diagrams provided on this form. Our facility staff will do their best to prepare the room as shown in your diagram. Do not write "same as before."
- ✓ Food and beverage are allowed in certain rooms; please ask staff prior to providing refreshments.
- ✓ Do not move furniture from one room to another. If you have additional needs, please contact the facility staff.
- ✓ Please do not change rooms. If a different room is preferred and empty upon arrival, please check with the facility staff.
- ✓ Come prepared. Our staff is not authorized to provide supplies for your meeting.
- ✓ If you tape signs up regarding your meeting, please remove them upon your departure.
- ✓ Smoking is prohibited within 20 feet of entrances, exits and windows.
- ✓ In case of cancelation, please notify the Oldemeyer Center Front Office as soon as possible. Please see refund policy schedule below:

45 days in advance	Full refund, less a \$7 surcharge
30-45 days in advance	Full refund, less the non-refundable part of security deposit
Less than 30 days in advance	Full refund, less the entire security deposit
Less than 48 hours in advance	No refund
- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

Food Sales and Prohibited Goods & Materials:

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

Initials: _____



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077956534
June 26, 2018 LTR 4168C 0
26-0588590 000000 00
00031959
BODC: TE

HINDU TEMPLE OF MONTEREY PENINSULA
% SHALENDRA P HARI
PO BOX 620
SEASIDE CA 93955-0620



029787

Employer ID number: 26-0588590
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated May 04, 2018, about your tax-exempt status.

We issued you a determination letter in November 2009, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

file

A0809819



Secretary of State
Certificate of Amendment of
Articles of Incorporation
Name Change Only - Nonprofit

AMDT-
NP-NA

FILED
SECRETARY OF STATE
STATE OF CALIFORNIA

FEB 22 2018

IMPORTANT — Read Instructions before completing this form.

Filing Fee — \$30.00

Copy Fees — First Page \$1.00 & .50 for each attachment page;
Certification Fee — \$5.00

This Space For Office Use Only

1. Corporation Name (Enter the exact name of the corporation as it is currently recorded with the California Secretary of State)

Haripur Ramayan Bhajan Mandali

2. 7-Digit Secretary of State File Number

C3007083

3. New Corporation Name

Item 3a: Enter the number, letter, or other designation assigned to the provision in the Articles of Incorporation being amended (e.g., "I," "First," or "A"). See Instructions if the provision in the Articles of Incorporation being amended does not include a number, letter, or other designation. Any attachment is made part of this document.
Item 3b: Enter the new corporate name.

3a. Article 1 of the Articles of Incorporation is amended to read as shown in Item 3b below:

3b. The name of the corporation is Hindu Temple of Monterey Peninsula.

4. Approval Statements

4a. The Board of Directors has approved the amendment of the Articles of Incorporation.

4b. Member approval was (check one):

- By the required vote of the members in accordance with California Corporations Code section 5812, 7812, or 12502.
- Not required because the corporation has no members.

5. Read, sign and date below (See instructions for signature requirements. Note: Both lines must be signed.)

We declare under penalty of perjury under the laws of the State of California that the matters set forth herein are true and correct of our own knowledge and we are authorized by California law to sign.

February 19, 2018
Date

Signature

Shalendra P. Hari
Type or Print Name of President

February 19, 2018
Date

Signature

Kushma Maharaj
Type or Print Name of Secretary



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.K.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: February 19, 2026

**SUBJECT: APPROVE CO-SPONSORSHIP FOR THE ACTION COUNCIL -
BUILDING HEALTHY COMMUNITIES JUNETEENTH JUBILEE
CELEBRATION AT LAGUNA GRANDE PARK AND SEASIDE CITY
HALL LAWN ON JUNE 13, 2026, IN THE AMOUNT OF \$3,127.00**

RECOMMENDATION

Approve the co-sponsorship.

BACKGROUND

The Action Council Building Healthy Communities is requesting to hold their annual "Juneteenth Jubilee Celebration" on Saturday, June 13, 2026. Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States. This day is celebrated with performances, food vendors, and a kids zone with jump houses. The Juneteenth Jubilee Celebration is open to the public and no fees will be charged. This application was reviewed by the City's Special Event Committee.

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

They are requesting the use of a portable stage, a sound system, electrical access, bounce houses, the city's pop-up tents, 10 tables, 85 chairs, portable restrooms and washing stations. The last fee waiver and co-sponsorship request was approved at the March 6, 2025, City Council meeting. This Co-sponsorship has been approved annually since 2021.

FISCAL IMPACT

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

Special Event Application	\$ 110.00
Laguna Grande Park Rental Fee	\$ 121.00
City Hall Lawn Rental Fee	\$ 112.00
Laguna Grande Park & City hall Lawn Deposit	\$ 381.00
Bounce House Fee	\$ 34.00
Public Works/Setup and Breakdown	\$ 875.00
Portable Potties & Hand Wash Station	\$1,200.00
<u>Insurance</u>	<u>\$ 294.00</u>
TOTAL	\$3,127.00

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. Action Council - Building Healty Comminties - Fee Waiver Request & Special Event Application 2026
2. Maps - Action Council - Building Healty Comminties -Juneteenth - 2026
3. Temporary Street Closure Policy- Action Council - Building Healhy Commuities 2026
4. 501(c)(3) Information - Action Council - Building Healthy Communities

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



SEASIDE CALIFORNIA Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Action Council of Monterey County
Name of Applicant: Rosalyn Green
Address: PO Box 327 City: Seaside State: Ca
Phone: 8319019180 Email: rosalynbhc@actioncouncil.org

EVENT INFORMATION:

Event Title: Juneteenth Jubilee
Event Description: Celebration of Black Culture commenorating emancipation
Event Date: 6/13/26 Room(s) Requested: Laguana Grande Lakeside 1&2 ^{City Hall lawn}
Time (including set-up): 7:00am - Dusk Approximate Number of Guests: Community

ADDITIONAL INFORMATION:

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

Have you received a Fee Waiver in the past? Yes, the event was on 3/6/25 No

What is your organization's tax identification number? _____

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

Is your organization based in Seaside? Yes No

Is your organization able to provide liability insurance? Yes No

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

Applicant Signature: Rosalyn Green Date: 1/29/26

.....
(For Office Use Only)

Fee Waiver Request: Approved Denied Appealed

Security Deposit Required? Yes No

Staff Signature: _____ Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



SEASIDE CALIFORNIA

Parks and Picnics Facility Use Request Form

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

CONTACT INFORMATION:

Name of Applicant: Rosalyn Green

Address: PO Box 327 City: Seaside Zip: 93955

Phone: 8319019180 Email: rosalynbhc@actioncouncil.org

Resident Non-Resident Organization: Action Council of Monterey County
Building Healthy Communities

FACILITY RESERVATION:

Intended Use/Activity: Juneteenth Jubilee Celebration

Reservation Date(s): 6/13/26 Times: (Available 8 AM-Dusk) 9:00am-Dusk

Location Requested: (All fees per current adopted fee schedule)

Soper

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

Laguna Grande Park

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

Other

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

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

Bounce House (additional fee)

Estimated Attendance: Community

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____ Date: _____

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



SEASIDE CALIFORNIA

Parks and Picnics Facility Use Request Form

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

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

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

Initials: RG

Food Sales and Prohibited Goods & Materials:

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

Initials: RG

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

NOTE: All Park Rental Fees Are Non-Refundable

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

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

Signature of Applicant: Rosalyn Green

Date: 11/29/26



**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: Action Council of Monterey County-Building Healthy Communities
Name of Applicant: Rosalyn Green
Address: PO Box 327 City: Seaside State: Ca
Phone: 8319019180 Email: rosalynbhc@actioncouncil.org
Day of Event Contact Name and Phone: Rosalyn Green 8319019180

EVENT INFORMATION:

Event Title: Juneteenth Jubilee Celebration
Event Category:
 Athletic / Recreation Concert / Performance Circus
 Celebration / Festival Parade / March / Procession Dance
 Carnival Other: _____
Event Date and Time: 6/13/26 7:00am-8:00pm
Setup: 7:00am Event Start: 1:00pm Event End: 6:00pm Clean up: _____
Event Location: Laguna Grande Lakeside 1 & 2

EVENT DESCRIPTION:

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

Annual celebration of Black culture commemorating emancipation, speakers, performances
vendors, kids zone to include jump houses

Number of Participants: Community Event Benefiting: Community

Federal ID # (if applicable): _____

501 C(3) 501 C(6) Commercial-For Profit Other: _____

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



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

Is the event open to the public? Yes No

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

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

Signs posted: No

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 checked="" type="checkbox"/> Booths | <input type="checkbox"/> Bleachers | <input type="checkbox"/> Cooking fuel |
| <input checked="" type="checkbox"/> Tents | <input type="checkbox"/> Banners | <input checked="" type="checkbox"/> Barricades |
| <input type="checkbox"/> Other: <u>Stage, bounce houses, Porta Potties, 10 tables + 85 chairs</u> | | |

Will the event include music or live performances? Yes No

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

Do you intend to sell food or beverage? Yes No

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

Do you intend to sell other merchandise? Yes No

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

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served? Yes No

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

Parking arrangements: Open parking



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

Seaside PD

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

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

Public Works

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

Pick up team established

Other pertinent information or special requests: _____

APPLICANT AGREEMENT

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

Applicant Signature: _____

Date: 1/29/26



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: *Rosalyn Jean*

Date: 1/29/26



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: *Rosalyn Green* Date: 1/29/26

(For Office Use Only)

Authorization

- | | |
|---|--|
| <input type="checkbox"/> Building _____ | <input type="checkbox"/> Recreation _____ |
| <input type="checkbox"/> Planning _____ | <input type="checkbox"/> Redevelopment _____ |
| <input type="checkbox"/> Police _____ | <input type="checkbox"/> Public Works _____ |
| <input type="checkbox"/> Fire _____ | <input type="checkbox"/> County Health _____ |
| <input type="checkbox"/> Finance _____ | |

Comments: _____



VIP TENT

STAGE

PODIUM AND SOUND SYSTEM ON THE STAGE

1259

FOOD COURT
VENDORS
RESOURCE TABLING
HEALTH & WELLNESS
CAR CLUB PARKING

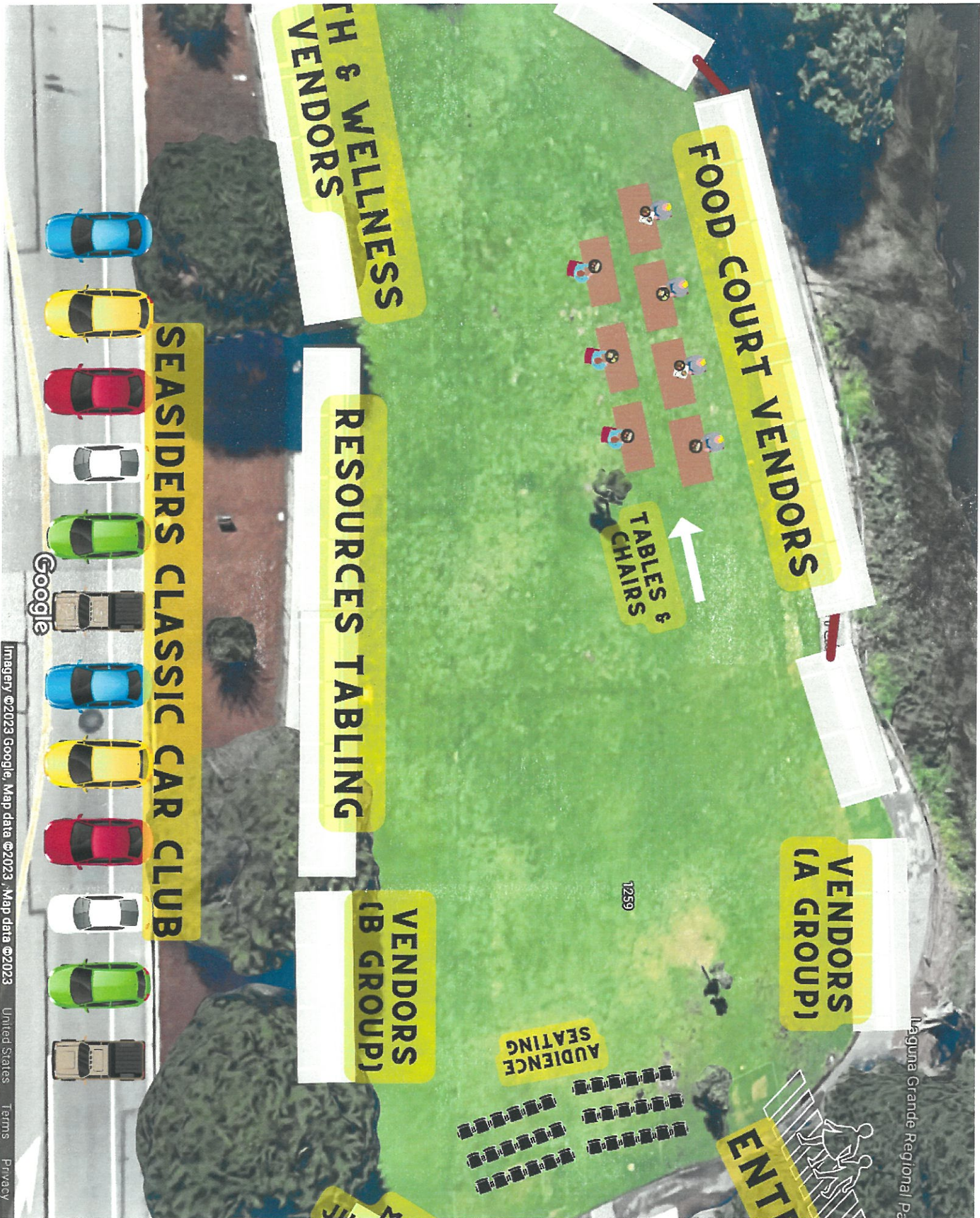
(PAGE 2)

JUNETEENTH
MONTEREY COUNTY
LAYOUT
LAGUNA GRANDE PARK

KID'S
ZONE
& STREET
(PAGE 3)

Google





**VENDORS
(A GROUP)**

FOOD COURT VENDORS

**TABLES &
CHAIRS**

RESOURCES TABLING

**VENDORS
(B GROUP)**

**FITNESS & WELLNESS
VENDORS**

SEASIDERS CLASSIC CAR CLUB

**AUDIENCE
SEATING**

ENTRANCE

1239

Google

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Laguna Grande Regional Pa



TEMPORARY STREET CLOSURE POLICY

I. Purpose

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

II. Scope

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

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

III. Policy Criteria

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



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

IV. Application Procedure

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



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

V. Road Closure / Barricade Equipment:

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

VI. Public Notification

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



VII. Fees and Charges

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

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

VIII. Additional Event Requirements

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

IX. Damages & Insurance

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



February 2022

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: 1/29/26

Name of Applicant: Rosalyn Green/ Action Council of Monterey County/ Building Healthy Communities Monterey County

Name of the Event / Purpose of Closure: Juneteenth Jubilee Celebration

Date of Closure: 6/13/26

Start Time of Closure: 11:00am

End Time of Closure: 9:00pm

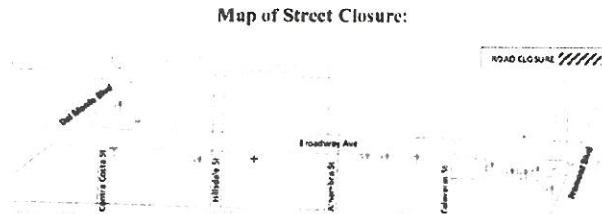
Streets to be closed:

A: Canyon Del Rey from to from Hilby Ave to Sonoma Ave

B: Harcourt Ave from Canyon Del Rey from to to Allston St + Hillsdale St at Harcourt Ave

C: from to

Map of Closure:



To provide input on this application:

Provide written comment to city clerk@ci.seaside.ca.us, include the following in the subject line "Public comment Item # (insert the agenda item number relevance to your comment). Written comments must be received by 3pm of the day of the meeting

Provide public comment in person at the meeting.

Meeting Date/Time:

Meeting Information:



TEMPORARY STREET CLOSURE APPLICATION

Applicant Information	
Name of Applicant: Action Council of Monterey County	Date: 1/29/26
Mailing Address: PO Box 327	City/ State: Seaside, Ca
Email: rosalynbhc@actioncouncil.org	Phone: 8319019180


Street Closure Details		
Name of the Event / Purpose of Closure: Juneteenth Jubilee Celebration		
General Description: Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the U.S		
Event Start and End Time: 1pm-8pm	Estimated number of people in attendance: 200	
Date of Event: 6/13/26	Total Number of streets to be closed: 4	
Will alcohol be served? No	Will the event include live or amplified music? Yes	
Streets to be closed (please attach a detailed site map of closure location):		
A: Canyon Del Rey from Hilby Ave _____ from to Sonoma Ave _____		
B: Harcourt Ave from Canyon Del Rey _____ from to Hillsdale Ave to Harcourt Ave _____		
C: _____ from to _____		
Street close time: 11:00am	Street opening time: 9:00pm	
Supplementary questions	Yes	No
Will vehicles be allowed inside the closure?	x	
If yes, please explain why and provide their locations: Vendors		
Are you planning to hire a security company for the planned closure?		x
If yes, provide the Company name, phone number, name of Supervisor, and locations for where security will be placed:		
I certify that the information provided in the application is true and correct to the best of my knowledge.		
Applicant Signature: <i>Rosalyn Green</i>	Date: 1/29/26	



February 2022

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?		✓
If yes, what are the approval conditions?		
Name of Dept. Head: <u>JUSTIN PASCOE</u>	Title: <u>COMMANDER</u>	
Signature: 		



Fire Department		
Application Review Questions	Yes	No
Does the site plan show obstructions on the road way?		
Does the site plan does provide for a 20' wide fire lane for emergency vehicle access?		
Is the street closure application approved by the Fire Dept?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		
Risk Management		
Application Review Questions	Yes	No
Does the proposed street closure meet the requirements of this policy with respect to size, compatibility, etc.?	X	
If required, has the applicant submitted Liability Insurance?		
Is the street closure application approved by Risk Management?	X	
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: <i>Jamatha J. Sakhrani</i>	Title: <i>Risk Manager</i>	
Signature: <i>[Signature]</i>		

Status of Application

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

City Manager's Signature / Date: _____

If applicable, scheduled for City Council consideration on: _____

Internal Revenue Service

Date: August 7, 2004

ACTION Council of Monterey County, Inc.
% Susan Crosson
369 S. Main St., Ste. 201
Salinas, CA 93901-2770

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

S. Katherine Converse 31-07823
Customer Service Specialist

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST
877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

77-0357101

Dear Sir or Madam:

This is in response to your amendment to your organization's Articles of Incorporation filed with the state on April 29, 2004. We have updated our records to reflect the name change as indicated above.

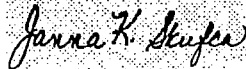
In May 1994 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

Date:

DEC 14 1999

CHARITABLE COUNCIL OF MONTEREY
COUNTY
1000 S MAIN ST STE 202
SALINAS, CA 93901

Employer Identification Number:
77-0357101

DLN:

17053303709019

Contact Person:

REBECCA S BOWDEN

ID# 31183

Contact Telephone Number:
(877) 829-5500

Our Letter Dated:
May 1995

Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

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)(1) 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 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)(1) organization.

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

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

Letter 1050 (DO/CG)

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANIA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: **MAY 27 1994**

HUMAN SERVICES CHARITABLE COUNCIL
OF MONTEREY COUNTY
1000 SOUTH MAIN STREET SUITE 202
SALINAS, CA 93901

Employer Identification Number:
77-0357101
Case Number:
954119001
Contact Person:
TYRONE THOMAS
Contact Telephone Number:
(213) 894-2289
Accounting Period Ending:
June 30
Foundation Status Classification:
170(b)(1)(A)(vi)
Advance Ruling Period Begins:
Feb. 7, 1994
Advance Ruling Period Ends:
June 30, 1998

Dear Applicant:

Based on information you 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(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the

Letter 1045 (DO/CG)

HUMAN SERVICES CHARITABLE COUNCIL

notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

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

As of January 1, 1984, you are liable for social securities taxes under the Federal Insurance Contributions Act on amounts 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).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue 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 sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you 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. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, 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 you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We

Letter 1045 (DO/CG)

HUMAN SERVICES CHARITABLE COUNCIL

may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

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, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

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

Because this letter could help us 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,



Richard R. Orosco
District Director

Letter 1045 (DO/CG)

State of California



SECRETARY OF STATE

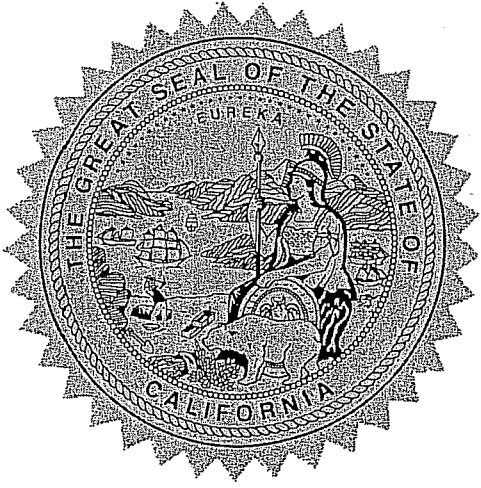
CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

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

OCT - 3 1996



Bill Jones

Secretary of State

**CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION**

**ENDORSED
FILED**
In the office of the Secretary of State
of the State of California

SEP 26 1996


BILL JONES, Secretary of State

The undersigned certify that:

1. They are the president and the secretary, respectively, of Human Services Charitable Council of Monterey County, a California corporation.

2. Article One of the Articles of Incorporation of this corporation is amended to read as follows:

The name of this corporation is:

Charitable Council of Monterey County.

3. The foregoing amendment of Article of Incorporation has been duly approved by the board of directors.

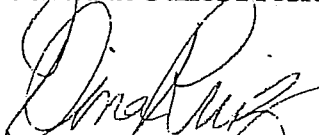
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of the members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 09/12/96



John McCune, President



Dina Ruiz, Secretary



STATE OF CALIFORNIA

FRANCHISE TAX BOARD
P.O. BOX 1286
RANCHO CORDOVA, CA. 95741-1286

February 7, 1994

In reply refer to
340:G :JCA

HUMAN SERVICES CHARITABLE COUNCIL OF
MONTEREY COUNTY
STE 202
1000 S MAIN STREET
SALINAS CA 93901

Purpose : CHARITABLE
Code Section : 23701d
Form of Organization : Corporation
Accounting Period Ending: June 30
Organization Number :

You are exempt from state franchise or income tax under the section of the Revenue and Taxation Code indicated above.

This decision is based on information you submitted and assumes that your present operations continue unchanged or conform to those proposed in your application. Any change in operation, character, or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address also must be reported.

In the event of a change in relevant statutory, administrative, judicial case law, a change in federal interpretation of federal law in cases where our opinion is based upon such an interpretation, or a change in the material facts or circumstances relating to your application upon which this opinion is based, this opinion may no longer be applicable. It is your responsibility to be aware of these changes should they occur. This paragraph constitutes written advice, other than a chief counsel ruling, within the meaning of Revenue and Taxation Code Section 21012 (a)(2).

You may be required to file Form 199 (Exempt Organization Annual Information Return) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

February 7, 1994
HUMAN SERVICES CHARITABLE COUNCIL OF
Page 2

If the organization is incorporating, this approval will expire unless incorporation is completed with the Secretary of State within 60 days.

Exemption from federal income or other taxes and other state taxes requires separate applications.

A copy of this letter has been sent to the Office of the Secretary of State and to the Registry of Charitable Trusts.

J AMAYA
EXEMPT ORGANIZATION UNIT
CORPORATION AUDIT SECTION
Telephone (916) 369-4171

EO :
cc: MARIE YOUNG



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.L.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: February 19, 2026

SUBJECT: ADOPT A RESOLUTION FOR THE ACCEPTANCE OF GRANT FUNDS FOR THE RECREATIONAL TRAILS PROGRAM THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION IN THE AMOUNT OF \$1,621,418.00 AND AUTHORIZE THE CITY MANAGER TO SIGN THE GRANT CONTRACT

RECOMMENDATION

Accept grant funds.

BACKGROUND

In May 2023, City Council authorized the submission of a grant application to the California Department of Parks and Recreation, Office of Grants and Local Services, under the Recreational Trails Program (RTP). The RTP provides funding for the development and improvement of recreational trail systems and related amenities.

The City of Seaside has been awarded \$1,621,418.00 in RTP grant funding for the Laguna Grande Regional Park Trail Project. The project will renovate and expand approximately 1.5 miles of multi-use trail within Laguna Grande Regional Park, including installation of benches, interpretive signage, drinking fountains, trash and recycling receptacles, and shade structures.

The grant agreement specifies that RTP funds may reimburse up to 88% of total eligible project costs, with the City responsible for the remaining 12% match. The total estimated project cost is approximately \$1,842,520.00, with the City's match estimated

at approximately \$221,102.00.

The grant performance period is November 5, 2025 through May 31, 2027. The City is required to comply with all state and federal requirements associated with the grant, including reporting, reimbursement procedures, environmental compliance, and "Buy America" provisions applicable to infrastructure projects.

Acceptance of the grant requires formal City Council approval and authorization for the City Manager to execute the grant contract with the State of California Department of Parks and Recreation.

The Laguna Grande Regional Park Trail Project aligns with the City's long-term park and recreation goals, supports active transportation and outdoor recreation, and improves accessibility and amenities in one of Seaside's most heavily utilized parks. The improvements will benefit residents and visitors by improving safety, strengthening trail connectivity, and enhancing the overall user experience for pedestrians, cyclists, and families.

Acceptance of the RTP funds enables the City to implement these important trail improvements with minimal local financial impact. The project is consistent with the Laguna Grande Park improvement planning efforts undertaken in partnership with the Laguna Grande Joint Powers Authority.

Approval of this item will authorize staff to move forward with execution of the grant agreement and subsequent project implementation, including final design and construction.

FISCAL IMPACT

The total grant award is \$1,621,418.00, representing approximately 88% of the total project cost. The City's required local match is estimated at approximately \$221,102.00 (12%).

Matching funds will be identified through existing capital improvement or park improvement funding sources and will be brought forward for City Council consideration as part of the project budget during the implementation phase.

There is no immediate fiscal impact associated with accepting the grant; however, the City will be responsible for advancing project costs and requesting reimbursement in accordance with grant requirements.

STRATEGIC PRIORITY

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

ATTACHMENTS

1. Resolution
2. Grant Contract

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE ADOPTING A RESOLUTION FOR THE ACCEPTANCE OF GRANT FUNDS FOR THE RECREATIONAL TRAILS PROGRAM THROUGH THE STATE OF CALIFORNIA'S DEPARTMENT OF PARKS AND RECREATION IN THE AMOUNT OF \$1,621,418.00 AND AUTHORIZING THE CITY MANAGER TO SIGN THE GRANT CONTRACT

WHEREAS, the Bipartisan Infrastructure Law of 2021 (BIL) provides funds to the State of California for grants to federal, state, local, and non-profit organizations to acquire, develop, and/or maintain motorized and non-motorized trail projects; and

WHEREAS, the California Department of Parks and Recreation has been delegated responsibility for administration of the Recreational Trails Program within the State of California; and

WHEREAS, the City of Seaside submitted an application to the California Department of Parks and Recreation, Office of Grants and Local Services, for funding under the Recreational Trails Program for the Laguna Grande Regional Park Trail Project; and

WHEREAS, the City of Seaside has been awarded grant funds in the amount of \$1,621,418.00, representing up to 88% of the total eligible project costs, for the renovation and expansion of approximately 1.5 miles of multi-use trail and related amenities at Laguna Grande Regional Park; and

WHEREAS, acceptance of the grant funds requires the City to enter into a grant agreement with the State of California Department of Parks and Recreation and to comply with all applicable federal and state laws, regulations, and grant requirements; and

WHEREAS, the City of Seaside will provide the required local match of approximately 12% of the total project cost and will be responsible for operation and maintenance of the project improvements upon completion;

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

1. Accepts grant funds in the amount of \$1,621,418.00 from the State of California Department of Parks and Recreation, Recreational Trails Program, for the Laguna Grande Regional Park Trail Project; and
2. Authorizes the City Manager, or designee, to execute the grant agreement and all related documents, including amendments and payment requests, necessary to carry out the purposes of the grant; and

3. Certifies that the project is consistent with the City's General Plan and applicable park and recreation planning documents; and
4. Certifies that the City has or will have available sufficient funds to provide the required local match and to operate and maintain the project upon completion; and
5. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and grant requirements associated with the Recreational Trails Program. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of February by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

APPROVED TO FORM

Sheri L. Damon, City Attorney

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
Recreational Trails Program

GRANTEE City of Seaside

PROJECT TITLE LAGUNA GRANDE REGIONAL PARK TRAIL PROJECT NUMBER RT-27-003

PROJECT PERFORMANCE PERIOD is from November 05, 2025 thru May 31, 2027

The Grantee agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total Grant amount indicated below.

PROJECT DESCRIPTION:

Renovate and expand approximately 1.5 miles of multi-use trail with benches, interpretive signage, drinking fountains, trash and recycling receptacles, and shade structure within the City of Seaside in Monterey County.

Total State Grant not to exceed \$1,621,418.00

Total Project Cost \$ _____

Rate of Reimbursement 88.00%

City of Seaside

 Grantee

The General and Special Provisions and Exhibits attached are made a part of and incorporated into the Contract.

By _____

 Typed or printed name of Authorized Representative

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

Signature of Authorized Representative

Address _____

By _____

Title City Manager

Date _____

Date _____

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C8553005	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000014012			PROJECT NO. RT-27-003
AMOUNT ENCUMBERED BY THIS DOCUMENT \$1,621,418.00		FUND. Recreational Trails Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-0858	CHAPTER 22	STATUTE 24	FISCAL YEAR 2025/26
TOTAL AMOUNT ENCUMBERED TO DATE \$1,621,418.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 68656	PROJECT / WORK PHASE 379009102200

Grant Contract for Grants Funded by Recreational Trails Program

GENERAL PROVISIONS

A. Definitions

The term "Act" as used herein means the Recreational Trails Program pursuant to state and federal statutes.

1. The term "Application" as used herein means the individual Project Application and its required attachments for Grants pursuant to the enabling legislation and/or Grant program.
2. The term "Acquisition" means to obtain fee title or easement of real property. Leases or rentals do not constitute Acquisition.
3. The term "Department" means the California Department of Parks and Recreation.
4. The term "Development" means Capital Improvements to real property by construction.
5. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
6. The term "State" as used herein means the State of California Department of Parks and Recreation.

B. Project Execution

1. Subject to the availability of Grant monies in the Act, the State hereby Grants to the Grantee a sum of money (Grant monies) not to exceed the amount stated on page 1, or 88% of costs, whichever is less, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Scope described in the enabling legislation, and on page 1, and under the terms and conditions set forth in this Contract.

The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Grant Scope. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.

2. The Grantee shall complete the Grant Scope in accordance with the time of Grant Performance Period set forth on page 1, and under the terms and conditions of this Contract.
3. The Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.) and the National Environmental Policy Act.
4. The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities.

5. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Grant Scope in writing to the State for prior approval. Changes in the Grant Scope must be approved in writing by the State.
6. If the Grant Scope includes Acquisition of real property, the Grantee agrees that lands acquired with Grant monies shall not be acquired through the use of eminent domain.
7. If the Grant Scope includes Acquisition of real property, the Grantee will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property Acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the Contract and the Grantee agrees to comply with the California Government Code Chapter 16 commencing with Section 7260 et seq. and all applicable federal, state and local laws or ordinances affecting relocation and real property Acquisition. Documentation of such compliance will be made available for review upon request by the State.
8. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the Recreational Trails legislation and/or Grant program.

C. Project Costs

The Grant moneys to be provided Grantee under this contract may be disbursed as follows:

1. If the Project includes Acquisition of real property, the State may disburse the amount of the State approved purchase price together with State approved costs of Acquisition (or 88% of the Project costs, whichever is less), but not to exceed in any event the Grant amount set forth on page 1 of this Contract, upon completion of the Acquisition.
 - a. After the property is in escrow, the Grantee may request an Advance up to 80% of the Grant or 100% of the actual Acquisition cost, whichever is less. The Department shall immediately distribute these funds to the title company charged with the transfer of property ownership.
 - b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Project cost, whichever is less, on completion of the Grant Scope and receipt of the Grant Completion Packet from the Grantee.
2. If the Project includes Development, completion of the Project or any phase or unit thereof, State may disburse to Grant recipient upon receipt and approval by State of a statement of incurred costs from Grant Recipient, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this contract, (or 88% of the Project costs, whichever is less) or any remaining portion of such Grant amount to the extent of such statement.
 - a. On proof of award of a construction contract or commencement of construction by Force Account payment schedule, up to 50% Advance of the Grant amount, or a 80% reimbursement of the Grant amount (30% reimbursement with a 50% Advance), not to exceed 80% of the total dollar amount of any or all awarded construction contracts.
 - b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Project cost, whichever is less, on completion of the Grant Scope and receipt of the Grant Completion Packet from the Grantee.
3. If the Project includes Operations or Program costs, the State may disburse Grant monies to the Grantee as follows, but not to exceed in any event the total Grant amount set forth of page 1 of this Contract:
 - a. On proof of a signed contract or agreement, or commencement of operation or program by Force Account payment schedule, up to 50% Advance of the Grant amount, or a 80%

reimbursement of the Grant amount (30% reimbursement with a 50% Advance), not to exceed 80% of the total dollar amount of any or all awarded contracts or agreements.

- b. The remaining Grant amount shall be paid up to the total Grant amount or the actual Program cost, whichever is less, on completion of the Program and receipt of a detailed summary of Program costs from the Grantee.
4. The statements to be submitted by the Grantee shall set forth in detail the incurred cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account.
5. Statements/payment requests shall be submitted to the State not less than twice a calendar year, beginning from the date of federal approval/contract performance start date.

D. Budget Contingency Clause

1. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this contract with no liability occurring to the State, or offer a Contract amendment to Grantee to reflect the reduced amount.

E. Project Administration

1. If grant monies are advanced, and not placed into escrow, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account, prior to the Advance. Interest earned on grant monies shall be used on the Project as approved by the State. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the State within 60 days of completion of the Grant Scope or end of the Grant Performance Period, whichever is earlier.
2. Grantee agrees that income earned by the Grantee from a State approved non-recreational use on the Project shall be used for recreational purposes at the Project, or, if approved by the State, for recreational purposes within the Grantee's jurisdiction.
3. The Grantee shall promptly submit written Project Reports as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures.
4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Contract available for inspection upon request by the State.
5. The Grantee shall make any program developed or administered pursuant to this Contract available for observation upon request by the State.

F. Project Termination

1. Any Grant funds that have not been expended by the Grantee shall revert to the fund.
2. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the State.
3. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount

required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or Historical Resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the State by way of Grant monies under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant monies disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.
5. The Grantee and the State agree that if the Grant Scope includes Development or a Program, final payment may not be made until the Project conforms substantially to this Contract.

G. Hold Harmless

1. The Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.
2. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, Development, construction, operation or Maintenance of the property described as the Project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.
3. The Grantee agrees that in the event the State is named as codefendant under the provisions of California Government Code Section 895 et. seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. The Grantee and the State agree that in the event of judgment entered against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. The Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or final payment.
2. Grantee shall keep such records as the State shall prescribe, including records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in

connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit.

3. The Grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. The Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract. Such accounts, documents, and records shall be retained by the Grantee for at least three years following Project termination.
4. The Grantee shall use a generally accepted accounting system.

I. Use of Facilities

1. The Grantee agrees that the Grantee shall operate the property acquired, developed, rehabilitated, or restored with the funds in perpetuity. In the case of lands not held in fee by the Grantee, perpetuity shall be in accordance with the tenure or the length of time sufficient to provide public benefits commensurate with the type and duration of interest in the land held by the Grantee.
2. The Grantee agrees to use the property only for the purposes of the Grant and to make no other use, sale, or other disposition or conversion of the property except as authorized by a specific act of the Legislature and the property shall be replaced with property of equivalent value and usefulness as determined by the Department.
3. The property acquired or developed may be transferred to another eligible Applicant if the successor Grantee assumes the obligations imposed under this Contract and with the concurrence of the Department.

J. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or Grant program.

K. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

L. Severability

1. If any provision of this Contract or the Application thereof is held invalid, that invalidity shall not affect other provisions or Applications of the Contract which can be given effect without the invalid provision or Application, and to this end the provisions of this Contract are severable.

SPECIAL PROVISIONS

A. Build America, Buy America

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference go to: https://www.fhwa.dot.gov/bipartisan-infrastructure-law/technical_support.cfm. Additional information also available at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america/>.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber;
- or drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband

infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

The Grantee must comply with Buy America requirements for all steel and iron permanently incorporated in a project funded under title 23. (23 USC §135 and 23 CFR §635.410)

Projects funded after December 26, 2014, are required to follow the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards.” (CFR Title 2, Chapter II, Part 200 et. seq.)

City of Seaside
GRANTEE

By: _____
Signature of Authorized Representative

Title: City Manager

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____
Signature of State Representative

Title: _____

Date: _____

EXHIBIT A

Run Date: 11/13/2025
Run Time: 23:31:56

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID PROJECT AGREEMENT**

Report: FMISD05A
Page 1 of 1

RECIPIENT: 6-California

FEDERAL PROJECT NO: RT27003

UEI (SAM): UK66CLD4DX71

RECIPIENT PROJ. NO(S):

1. The State through its department of transportation, or other recipient, has complied, or hereby agrees to comply, with the applicable terms and conditions set forth in (a) Title 23, U.S. Code, highways; (b) The regulations issued pursuant thereto, and the policies and procedures promulgated by the Federal Highway Administration; and (c) All other applicable federal laws and regulations. 2. The State, or other recipient, stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purposes of emphasis, such applicable provisions include, but are not limited to, the requirements of Appendix A to 2 CFR Part 170—Award terms for Reporting subaward and executive compensation information, and 2 CFR 200, including for those funds for which such amount will be subawarded to a subrecipient, 2 CFR 200.331.3. Relative to the above designated project, the FHWA has authorized certain work to proceed as evidenced by the date entered opposite the specific item of work. For such authorized work, the federal funds obligated or advance-construction authorized, are not to exceed the amount shown herein. The balance of the estimated total project cost is an obligation of the State or other direct recipient. 4. Such authorization of Federal funds extends only to project costs incurred by the State, or other recipient, following Federal Highway Administration’s authorization to proceed with the project.

PROJECT TITLE: 2026 Recreational Trails Project: Laguna Grande Regional Park Trail
PROJECT DESCRIPTION: 2026 Recreational Trails Project: Laguna Grande Regional Park Trail. Renovate and expand approximately 1.5 miles of multi-use trail with benches, interpretive signage, drinking fountains, trash and recycling receptacles, and shade structure within the City of Seaside in Monterey County.
DUNS#:
SUBRECIPIENT PROJECT: No
SUBRECIPIENT UEI (SAM):
SUBRECIPIENT NAME:
PROJECT END DATE: 05/31/2027

CLASSIFICATION OF PHASE OF WORK TO BE PUT UNDER AGREEMENT	EFFECTIVE DATE OF AUTHORIZATION
HIGHWAY PLANNING & RESEARCH	
PRELIMINARY ENGINEERING	
RIGHT-OF-WAY	
CONSTRUCTION	11/05/2025
OTHER	

PROGRAM CODE	FAIN	URBAN/ WITH	TOTAL COST	FEDERAL SHARE	FEDERAL FUNDS UNDER AGREEMENT	ADVANCED CONST. FUNDS
Y940	693JJ22630000Y940CART27003		\$1,842,520.00	88.00%	\$1,621,418.00	\$0.00
TOTAL			\$1,842,520.00		\$1,621,418.00	\$0.00

ESTIMATED TOTAL COST: \$1,842,520.00
TOTAL AUTHORIZED FOR PROJECT: \$1,621,418.00

DEPARTMENT OF TRANSPORTATION CALIFORNIA

AVAILABLE FUNDS CERTIFIED BY: SIGNATURE ON FILE DATE:
 APPROVED AND REQUESTED BY: SIGNATURE ON FILE DATE:
 AGRMT/MODIFY REQUESTED BY: SIGNATURE ON FILE DATE:

FEDERAL HIGHWAY ADMINISTRATION

PROJECT INFORMATION REVIEWED BY: Waii Hays DATE: 11/04/2025
 APPROVAL RECOMMENDED BY: Andrew Bianchi DATE: 11/05/2025
 APPROVED AND AUTHORIZED BY: Grace Regidor DATE: 11/05/2025

RECIPIENT REMARKS:

FHWA REMARKS: The Federal share for this project is on a pro rata basis. (WH) 11/04/2025



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.M.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: February 19, 2026

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF CANYON DEL REY BOULEVARD FOR THREE CITY-SPONSORED EVENTS ON SATURDAY, JUNE 13, 2026 (JUNETEENTH JUBILEE), SATURDAY, JULY 4, 2026 (RED, WHITE & BLUES), AND SUNDAY, SEPTEMBER 27, 2026 (OAXACA BY THE SEA)

RECOMMENDATION

Authorize the closures.

BACKGROUND

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

Saturday, June 13, 2026 - The Action Council/Building Healthy Communities "Juneteenth Jubilee Festival" Co-Sponsored by the City of Seaside
This event will need to utilize Canyon Del Rey for multiple activities for the event, which may include a march along the closed section of the road. There will also be a variety of performers that will be using Laguna Grande Park, and the Lawn at City Hall.

Saturday, July 4, 2026 - City of Seaside's "Red, White, & Blues"
This event will need to utilize Canyon Del Rey for the activities of the event. The closure of Canyon Del Rey will greatly enhance the event and will allow for greater safety for

participants and staff. This year's event will feature live music, bounce houses, a variety of carnival games, local food and craft vendors, and other activities for families.

Sunday, September 27, 2026 - City of Seaside's "Oaxaca by the Sea"

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

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

- Diverse and Inclusive Community
- Vibrant Local Economy
- Community Safety & Quality of Life

FISCAL IMPACT

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

STRATEGIC PRIORITY

Diverse and Inclusive Community, Vibrant Local Economy, Community Safety & Quality of Life

ATTACHMENTS

1. Resolutuion - CDR closures 2025

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

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

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

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

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

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

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

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

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM

Sheri L. Damon, City Attorney



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.N.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: February 19, 2026

SUBJECT: ADOPT A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE BROADWAY AVENUE COMPLETE STREET CORRIDOR PROJECT WITH THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY AND COUNTY OF MONTEREY HEALTH DEPARTMENT

RECOMMENDATION

Approve the agreement.

BACKGROUND

The City of Seaside partnered with the Transportation Agency for Monterey County to implement the non-infrastructure programming component of the Active Transportation Program (ATP) grant for the Broadway Avenue Complete Street Corridor Improvements Project.

The Broadway Avenue Complete Street Corridor Improvements Project will create the City's only continuous east-west bicycle facility, serving as a critical backbone for future safe bicycling and walking infrastructure projects throughout Seaside. Broadway Avenue is a vital corridor connecting low-income neighborhoods and senior living facilities to schools, employment centers, shopping, places of worship, health services, and high-quality public transit.

The Project includes construction of a 1.3-mile road diet along Broadway Avenue from Fremont Boulevard to General Jim Moore Boulevard, as well as Safe Routes to School improvements on Yosemite Street from San Pablo Avenue to Wanda Avenue. The road diet will transform Broadway Avenue from a four-lane roadway to a two-lane roadway

and include curb extensions, buffered and protected bicycle facilities, roundabouts, and Safe Routes to School improvements such as offset crosswalks, rectangular rapid flashing beacons, and accessible design elements. Improvements on Yosemite Street will include bicycle pavement markings, signage, curb extensions, and high-visibility crosswalks.

The redesign of Broadway Avenue is intended to address documented safety concerns, including speeding, sideswipe collisions, and broadside collisions, along a corridor frequently used by children and seniors.

In addition to infrastructure improvements, the Project includes programming designed to increase the use of active transportation modes and promote long-lasting behavior change. Programming will target elementary school children, low-income families, seniors, and businesses located along the corridor.

TAMC, in coordination with the Monterey County Health Department and other Safe Routes to School partners, will provide education and encouragement programming to support safe walking and bicycling and reduce unsafe behaviors. These efforts will help ensure that students, parents, and seniors have opportunities to learn and practice safe walking and bicycling skills, reduce traffic congestion around schools, increase the number of students walking and biking to school, and improve the overall health of children and seniors in Seaside. Programming activities will include traffic gardens, Health in All Policies initiatives, civic engagement, senior walking presentations, and community rides.

TAMC partnered with the Monterey County Health Department during development of the ATP grant application. Programming is anticipated to begin in Spring 2026, occur concurrently with construction activities, and conclude in Summer 2030. The programming component is fully funded by the ATP grant in the amount of \$1,015,019.24. As the lead agency, the City of Seaside will be responsible for overall grant administration, including submission of invoices and required reports to the California Department of Transportation (Caltrans).

ENVIRONMENTAL REVIEW

The Project’s non-infrastructure programming activities consist of education, encouragement, and related program implementation within existing facilities, involve no expansion of use, and are therefore categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c) (Existing Facilities).

FISCAL IMPACT

The Broadway Avenue Complete Street Corridor Improvements Project is fully funded

by an Active Transportation Program grant from the State of California. The non-infrastructure programming component is a not-to-exceed amount of \$1,015,019.24. No matching funds are required.

STRATEGIC PRIORITY

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

ATTACHMENTS

- 1. Resolution
- 2. Agreement

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE BROADWAY AVENUE COMPLETE STREET CORRIDOR PROJECT WITH THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY AND THE COUNTY OF MONTEREY, THROUGH ITS HEALTH DEPARTMENT

WHEREAS, the City of Seaside partnered with the Transportation Agency for Monterey County (TAMC) to deliver the non-infrastructure programming component funded through the Active Transportation Program (ATP) for the Broadway Avenue Complete Street Corridor Improvements Project; and

WHEREAS, the Project will transform Broadway Avenue from a four-lane roadway to a two-lane roadway and include curb extensions, buffered and protected bicycle facilities, roundabouts, and Safe Routes to School improvements, including offset crosswalks, rectangular rapid flashing beacons, and accessible design, as well as related improvements along Yosemite Street, including bicycle pavement markings, signage, curb extensions, and high-visibility crosswalks; and

WHEREAS, the Project will create the City's only continuous east-west bicycle facility, serving as a critical backbone for future safe bicycling and walking infrastructure projects throughout the City of Seaside; and

WHEREAS, Broadway Avenue serves as a vital corridor connecting low-income neighborhoods and senior living facilities to schools, employment centers, shopping, places of worship, health services, and high-quality public transit; and

WHEREAS, the Project includes programming designed to increase the use of active transportation modes and promote long-lasting behavior change through a comprehensive suite of education and encouragement activities for elementary school children, low-income families, seniors, and businesses located along the corridor; and

WHEREAS, TAMC, the Monterey County Health Department, and other Safe Routes to School partners will provide education and encouragement programming to ensure that students, parents, and seniors have opportunities to learn and practice safe walking and bicycling skills, reduce traffic congestion around schools, increase the number of students walking and biking to school, and improve the overall health of children and seniors in Seaside; and

WHEREAS, the non-infrastructure programming is fully funded by the ATP grant in the amount of \$1,015,019.24, and as the lead agency, the City of Seaside will be

responsible for overall grant administration, including the submission of invoices and required reports to the California Department of Transportation (Caltrans); and

WHEREAS, the Project’s non-infrastructure programming activities consist of education, encouragement, and related program implementation within existing facilities, involve no expansion of use, and are therefore categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c) (Existing Facilities).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby authorizes the City Manager to execute an Agreement for Professional Services with the Transportation Agency for Monterey County and the County of Monterey, through its Health Department, for specialized non-infrastructure programming services related to the Broadway Avenue Complete Street Corridor Improvements Project, funded by Active Transportation Program grant funds, in an amount not to exceed \$1,015,019.24.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 19th day of February 2026, by the following vote:

AYES:	BOARD MEMBERS
NOES:	BOARD MEMBERS
ABSENT:	BOARD MEMBERS
ABSTAIN:	BOARD MEMBERS

APPROVED:

Ian Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, Legal Council

TRANSPORTATION AGENCY FOR MONTEREY COUNTY,
COUNTY OF MONTEREY, BY AND THROUGH ITS HEALTH DEPARTMENT
AND CITY OF SEASIDE
AGREEMENT FOR PROFESSIONAL SERVICES
RELATED TO BROADWAY AVENUE COMPLETE STREET CORRIDOR PROJECT
APPROVED BY TRANSPORTATION AGENCY BOARD ON: JANUARY 28, 2026

This is an agreement (“Agreement”) between the Transportation Agency for Monterey County, hereinafter called “TAMC,” and the City of Seaside, hereinafter called “CITY”, and the County of Monterey by and through the Monterey County Health Department, hereinafter called “MCHD”.

PURPOSE

The purpose of this Agreement is to set forth the roles and responsibilities of the CITY and TAMC with respect to the implementation of the Broadway Avenue Complete Street Corridor Project, hereinafter the “PROJECT.”

RECITALS

WHEREAS, the Active Transportation Program (“ATP”) was created by California Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation;

WHEREAS, in September 2013, the State of California consolidated certain existing federal and state transportation programs into a single, “Active Transportation Program” (SB 99 and AB 101). The Active Transportation Program encourages increased bicycling and walking as a means of transportation, increased safety and travel options for people who aren’t traveling by vehicle, enhances public health with a special emphasis on reducing childhood obesity, and ensures that disadvantaged communities fully benefit from the program;

WHEREAS, since that time, the TAMC, as well as MCHD, have sought and received grants from the California Department of Transportation (“Caltrans”) and others, in order to implement specific projects and programs geared towards increasing and sustaining active transportation in Monterey County.

WHEREAS, the Legislature of the State of California has enacted legislation by which certain State and federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these state and/or federal-aid funds;

WHEREAS, TAMC is responsible for regional transportation planning and implementation and has Master Fund agreements with Caltrans to receive federal and state funds;

WHEREAS, on November 8, 2016, the voters of Monterey County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the “Act”), approved the Transportation Safety & Investment Plan Measure X (TAMC Ordinance No. 2016-01) on the Monterey County Ballot, thereby authorizing TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax (“Measure X”).

WHEREAS, in February 2018, the TAMC Board adopted the Measure X Safe Routes to School Guidelines, which set goals for safe routes to school in Monterey County. The Measure X Safe Routes to School program is aimed at developing safe, healthy and affordable transportation options for children, educating children and the community how to safely walk, bicycle and carpool, and encouraging children to use active transportation that will lead to a healthier lifestyle.

WHEREAS, the City of Seaside applied as the applicant and Transportation Agency applied as sub-applicant to the Active Transportation Program for the Broadway Avenue Corridor & Safe Routes to School Project grant; and

WHEREAS, the PROJECT was awarded One-Million Fifteen-Thousand Nineteen Dollars and Twenty-Four Cents (\$1,015,019.24) in Active Transportation Grant Program funds for Non-Infrastructure programming; and

WHEREAS, TAMC requires sub-consultants to deliver the PROJECT and the MCHD and Ecology Action can provide the needed specialized services; and

WHEREAS, the PROJECT will provide an opportunity to implement Safe Routes to School education and encouragement programs at Dual Language Elementary School, MLK Jr. School of the Arts and programming to seniors and low-income residents at Del Monte Manor and Villa Del Monte, as further described in the Scope of Work and Schedule, attached hereto and incorporated herein as “Exhibit A”; and

WHEREAS, the CITY as the lead agency on the grant will be responsible for overall grant administration including submitting invoices and reports to Caltrans.

WHEREAS, as described herein and in Exhibit A, TAMC will be responsible for overseeing the PROJECT delivery, coordinating partnership involvement, hiring and managing subconsultants, working with students and community members to pilot school carpool and Park & Walk

programs, conducting Walk & Roll to School Day events, developing and installing traffic gardens, and administering the non-infrastructure portion of the grant; and

WHEREAS, as described herein and in Exhibit A, MCHD, will lead the safe routes to school kick-off activities with the school community, developing an open street event program, conducting walking presentations to seniors, facilitating health in all policies and civic engagement programs, piloting a walking school bus, delivering safety presentations to 3rd & 4th grade students, conducting before and after counts for the safety presentations to 3rd and 4th graders, and submitting quarterly invoices and reports to TAMC.

WHEREAS, as described herein and in Exhibit A, Ecology Action, will conduct crossing guard trainings, support walking school bus programming, organize 3 family fun festivals, pilot a family bicycling training and encouragement program, deliver safety presentations to 2nd & 5th grade students, conduct before and after counts for the safety presentations to 2nd and 5th graders, and submit quarterly invoices and reports to TAMC.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term of Agreement. The term of this Agreement shall begin upon January 28, 2026, contingent upon approval by the City of Seaside and TAMC Board of Directors. MCHD shall commence work only after a Notice to Proceed has been issued by TAMC's Project Manager specified in Paragraph 32. Unless earlier terminated as provided herein, this Agreement shall remain in force until December 31, 2030, unless extended by amendment of the Agreement. TAMC acknowledges that this Agreement is not binding until it is fully executed and approved by the City of Seaside and County of Monterey.
2. Payments: maximum liability. Subject to the limitations set forth herein, TAMC shall be reimbursed up to One-Million Fifteen-Thousand Nineteen Dollars and Twenty-Four Cents (\$1,015,019.24) in Active Transportation Grant Program funds. TAMC will pay MCHD, Ecology Action and other sub-contractors the amounts provided in Exhibit B: Budget, upon receipt and acceptance of deliverables listed therein. Each payment by TAMC shall be for a specific deliverable or services outlined in Exhibit A: Scope of Work and Schedule. The maximum amount payable to the MCHD under this Agreement is set forth in **Exhibit B: Budget and shall not exceed the amount of five hundred sixty-nine thousand, seven twenty-six dollars and seventy-nine cents (\$569,726.79)**. If there is any conflict between the terms of this Agreement and the terms of either Exhibit A (Scope of Work and Schedule) or Exhibit B (Budget), the terms of this Agreement shall prevail. TAMC does not guarantee any minimum amount of dollars to be spent under this Agreement.

3. Employment of MCHD. TAMC hereby engages MCHD and MCHD hereby agrees to perform the services set forth in Exhibit A: Scope of Work and Schedule, in conformity with the terms of this Agreement. MCHD will complete all work in accordance with the work schedule set forth in Exhibit A: Scope of Work and Schedule.

- (a) The brief description for this work is as follows:
 - a. Project kick off meetings and participate in monthly coordination meetings;
 - b. Advertise and conduct safe routes to school kick-off activities with school community;
 - c. Create an environment conducive to behavior change by offering families opportunities through several programs that encourage safe walking/biking/scootering to school;
 - d. Increase shift to active transportation modes and mitigate traffic impacts from construction through programming with businesses and low-income families;
 - e. Conduct two pedestrian presentations for seniors every year for three years;
 - f. Develop community active transportation champions;
 - g. Develop an open street event program;
 - h. Submit quarterly progress reports and invoices to TAMC; and
 - i. Take such other actions as may be necessary to fulfill its obligations under the Agreement.
- (b) MCHD represents that MCHD and their agents, subcontractors and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
- (c) MCHD, their agents, subcontractors, and employees, shall perform all work in a safe, skillful, and professional manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements. MCHD shall ensure for itself and for any subcontractors under this Agreement that the applicable requirements of Labor Code section 1725.5, concerning the registration of contractors for public works, shall be in force and maintained for the term of this Agreement.
- (d) MCHD shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. MCHD shall not use TAMC premises, property (including equipment, instruments,

or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

- (e) MCHD’s Project Managers shall be specified in Exhibit A and Paragraph 32. If MCHD desires to change the project manager, MCHD shall get written approval from TAMC of the new project manager.
- (f) MCHD shall submit progress reports at least quarterly. The report should be sufficiently detailed for the Project Manager to determine if MCHD is performing to expectations and if the work is on schedule; to communicate interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- (g) MCHD’s Project Managers shall meet with TAMC’s Project Manager, as needed, to discuss progress on the contract.

4. Payment Provisions and Allowable Costs:

- (a) The following Standard Payment Provisions apply to all contracts, regardless of the Method of Payment specified in Paragraph (b):
 - i. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
 - ii. Reimbursement for travel costs, if eligible under the Method of Payment as specified below, shall not exceed the Short-Term Travel Lodging Rates and Requirements listed on the Caltrans website, according to the Code of Regulations (CCR), Administrative Code, Title 2.
 - iii. When milestone or task-by-task cost estimates are included in the Budget, MCHD and EA shall seek approval from the TAMC Project Manager prior to any adjustment to compensation across work tasks. In the event that TAMC determines that a change to the Scope of Work and Schedule is required, such changes shall be approved and documented in writing by the TAMC Project Manager.
 - iv. Progress payments will be made quarterly in arrears based on services provided and allowable incurred costs. If MCHD fails to submit the required deliverable items according to the schedule set forth in Exhibit A: Scope of Work and Schedule, TAMC shall have the right to delay payment or

terminate this Agreement in accordance with the provisions of Paragraph 6, Termination.

- v. Invoices shall be mailed to TAMC's Contract Administrator at the address contained in Paragraph 33 (Notices). Invoices shall be submitted no later than 45 calendar days after the performance of work for which MCHD is billing. Invoices shall detail the work performed on each milestone or task. Invoices shall follow the format stipulated in Exhibit B: Budget and the Invoice Cover Sheet Format, attached hereto as Exhibit C, and shall reference this Agreement's project title as specified in Section 3. MCHD will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by TAMC's Contract Administrator of itemized invoices approved by the TAMC Project Manager.
- vi. The final invoice must contain the final cost and all credits due TAMC including any equipment purchased under the provisions of Paragraph 25 (Equipment Purchase) of this Agreement and shall be submitted within 60 calendar days after completion of MCHD'S work on the PROJECT.
- vii. No additional compensation will be paid to MCHD unless there is a change in the scope of the work. Changes in the scope of work that do not increase compensation may be approved by the TAMC Project Manager. Changes in the scope of work that would increase compensation must be authorized by an amendment to this Agreement approved by the TAMC Board of Directors.
- viii. Salary increases will be reimbursable only for Actual Cost-Plus Fixed Fee or Rates of Compensation contracts and only if the increase is specified in Exhibit B: Budget. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- ix. The total amount payable by TAMC resulting from this Agreement shall not exceed the amount specified in Section 2 of this Agreement.
- x. All subcontracts in excess of \$25,000 shall contain the above provisions.

- (b) Method of Payment: The method of payment for this Agreement will be based on Actual Cost Plus a Fixed Fee.
 - i. TAMC will reimburse MCHD for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by MCHD in performance of the work. MCHD will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, equipment rental, overhead, and other estimated costs set forth in Exhibit B: Budget.
 - ii. In no event will MCHD be reimbursed for overhead costs at a rate that exceeds the approved overhead rate set forth in Exhibit B.
 - iii. In addition to the allowable incurred costs, TAMC will pay MCHD a fixed fee as specified in Exhibit B: Budget. The fixed fee is nonadjustable for the term of the Agreement, unless such adjustment is made by written amendment of this Agreement.

5. Retention of Funds.

- (a) No Retainage by TAMC or MCHD: No retainage will be withheld by TAMC from progress payments due MCHD. Retainage by MCHD or subconsultants is prohibited, and no retainage will be held by MCHD from progress due subconsultants. Any violation of this provision shall subject the violating MCHD or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 3321 of the CCC. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to MCHD or subconsultant in the event of a dispute involving late payment or nonpayment by MCHD or deficient subconsultant performance, or noncompliance by a subconsultant.
- (b) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

6. Termination.

- (a) Either party reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to the other party with the reasons for termination stated in the notice.
- (b) TAMC may also terminate this Agreement at any time for good cause effective immediately upon written notice to MCHD. "Good cause" includes, without limitation, the failure of MCHD to perform the required services at the time and in the manner provided herein, as well as failure to comply with the provisions of Paragraphs 13 and 14, relating to audits, below. Notwithstanding TAMC's right to terminate for good cause effective immediately upon written notice thereof, TAMC shall provide prior notice to MCHD of any ground for termination then being considered, and also provide MCHD with a good faith opportunity to avoid termination, as reasonably determined by TAMC in its absolute discretion. If TAMC terminates this Agreement for good cause, TAMC may be relieved of the payment of any consideration to MCHD, and TAMC may proceed with the work in any manner, which it deems proper. Costs incurred by TAMC thereby shall be deducted from any sum otherwise due MCHD.
- (c) It is also mutually understood between the CITY, TAMC, and MCHD that this Agreement may have been written before ascertaining the availability of funds, or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the CITY for the purpose of this Agreement. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds. TAMC retains the right to direct MCHD immediately to stop work and to terminate this Agreement for convenience, pursuant to Paragraph 6(a) above, in order to address any reduction of funds.
- (d) Termination of this Agreement shall not terminate MCHD's duty to defend, indemnify and hold harmless TAMC, as provided in Paragraphs 8 and 20.

7. Cost Principles and Administrative Requirements

- (a) MCHD agrees that the contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.000 *et seq.*, Federal Acquisition Regulations System, shall be used to determine the cost allowability of individual items.
- (b) MCHD also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.
- (c) Any costs for which payment has been made to MCHD under this Agreement that are determined by subsequent audit to be unallowable under 2 CFR Part 200 are subject to repayment by MCHD to TAMC.
- (d) MCHD shall maintain accounting systems related to the work to be performed pursuant to this Agreement that conform to Generally Accepted Accounting Principles (GAAP)
- (e) All subcontracts in excess of \$25,000 shall contain the above provisions.

8. Indemnification.

- (a) To the fullest extent permitted by law, including California Civil Code sections 2782 and 2782.6, MCHD shall defend (with legal counsel reasonably acceptable to TAMC), indemnify and hold harmless TAMC, its officers, agents, and employees, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of MCHD, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of MCHD or, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify TAMC, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of TAMC, its officers, agents, and employees. To the extent there is an obligation to indemnify under this Paragraph, MCHD shall be

responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from MCHD 's negligence, recklessness, or willful misconduct.

- (b) Notwithstanding any other provision of this Agreement, MCHD 's obligation to defend, indemnify and hold harmless TAMC shall survive the termination or expiration of the Agreement for a term to include the applicable statute of limitations related to the MCHD 's performance pursuant to the Agreement.

9. Insurance.

- (a) Without limiting MCHD 's duty to indemnify as set forth in this Agreement, MCHD shall maintain, at no additional cost to TAMC throughout the term of this Agreement a policy or policies of insurance or self-insurance with the following coverage and minimum limits of liability:
- ✓ Commercial general liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of One Million Dollars (\$1,000,000) per occurrence.
 - ✓ Comprehensive automobile insurance covering all motor vehicles, including owned, leased, hired and non-owned vehicles used in providing services under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- (b) All insurance required under this Agreement shall be with a company acceptable to TAMC and authorized by law to transact insurance business in the State of California. Unless otherwise provided in this Agreement, all such insurance shall be written on an occurrence basis; or, if any policy cannot be written on an occurrence basis, such policy shall continue in effect for a period of two years following the date of MCHD 's completion of performance hereunder.
- (c) Each policy of insurance required under this Agreement shall provide that TAMC shall be given written notice at least thirty days in advance of any change, cancellation or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor performing work under this Agreement, or be accompanied by a certificate of insurance for each subcontractor showing identical insurance coverage.
- (d) Commercial general liability and automobile liability policies shall provide an endorsement naming TAMC, its officers, agents, and employees, as additional insureds and shall further provide that such insurance is primary to any insurance or

self-insurance maintained by TAMC, and that no insurance of any additional insured shall be called upon to contribute to a loss covered by MCHD 's insurance.

- (e) TAMC shall not be responsible for any premiums or assessments on the policy.

10. Workers' Compensation Insurance. If during the performance of this Agreement, MCHD employs one or more employees, then MCHD shall maintain a workers' compensation plan covering all of its employees as required by Labor Code Sec. 3700, either (a) through workers' compensation insurance issued by an insurance company, with coverage meeting the statutory limits and with a minimum of One Million Dollars (\$1,000,000) per occurrence for employer's liability, or (b) through a plan of self-insurance certified by the State Director of Industrial Relations, with equivalent coverage. If MCHD elects to be self-insured, the certificate of insurance otherwise required by this Agreement shall be replaced with consent to self-insure issued by the State Director of Industrial Relations. The provisions of this paragraph apply to any subcontractor employing one or more employees, and MCHD shall be responsible for all subcontractors' compliance herewith.

11. Safety Provisions.

- (a) MCHD shall comply with Division of Occupational Safety and Health (CAL-OSHA) regulations applicable to MCHD regarding necessary safety equipment or procedures. MCHD shall comply with safety instructions issued by TAMC Safety Officer and other TAMC representatives. MCHD personnel shall wear hard hats and safety vests at all times while working on a construction project site.
- (b) If applicable to work to be performed by MCHD identified in the Scope of Work (Exhibit A), and pursuant to the authority contained in Section 591 of the Vehicle Code, TAMC has determined that such areas are within the limits of the PROJECT and are open to public traffic. MCHD shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. MCHD shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- (c) Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.
- (d) MCHD must have a CAL-OSHA permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method,

operation, or process related to the construction or excavation of trenches which are five feet or deeper.

12. Certificate of Insurance and Taxpayer Identification. Prior to the execution of this Agreement by TAMC, MCHD shall submit a completed federal W-9 form, Request for Taxpayer Identification Number and Certification, and file certificates of insurance with TAMC's contract administrator evidencing that MCHD has in effect the insurance required by this Agreement. MCHD shall file a new or amended certificate promptly after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify any indemnification provision of this Agreement.

13. Retention of Records/Audit.

- (a) For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, MCHD, and TAMC shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, Federal Highway Administration, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of MCHD and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- (b) Subcontracts in excess of \$25,000 shall contain this provision.

14. Audit Review Procedures.

- (a) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by TAMC'S Director of Finance and Administration.
- (b) Not later than 30 days after issuance of the final audit report, MCHD may request a review by TAMC'S Director of Finance and Administration of unresolved audit issues. The request for review will be submitted in writing.
- (c) Neither the pendency of a dispute nor its consideration by TAMC will excuse MCHD from full and timely performance, in accordance with the terms of this Agreement.

15. Inspection of Work. MCHD shall permit TAMC and the State to review and inspect the PROJECT activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

16. Confidentiality; Return of Records. Either party and its officers, employees, agents, and subcontractors shall comply with all federal, State and local laws providing for the confidentiality of records and other information. Either party shall not disclose any confidential information received from the other party or prepared in connection with the performance of this Agreement without the express permission of the other party. Either party shall promptly transmit to the other party all requests for disclosure of any such confidential information. Either party shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out its obligations hereunder. When this Agreement expires or terminates, either party shall return to the other party all records, which either party utilized or received from the other party under this Agreement.

17. Amendments and Modifications. No modification or amendment of this Agreement shall be valid unless it is set forth in writing and executed by the parties hereto.

18. Statement of Compliance/Non-Discrimination.

- (a) MCHD's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that MCHD has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

(b) During the performance of this Agreement, MCHD shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. MCHD shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. MCHD shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. MCHD shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

19. Harassment. TAMC maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a TAMC employee's work performance or creates an intimidating, hostile or offensive work environment.

20. Independent Contractor. In its performance under this Agreement, MCHD is at all times acting and performing as an independent contractor and not as an employee of TAMC or any of its member jurisdictions. No offer or obligation of employment is intended in any manner, and MCHD shall not become entitled by virtue of this Agreement to receive any form of benefits accorded to employees including without limitation leave time, health insurance, workers' compensation coverage, disability benefits, and retirement contributions. MCHD shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of MCHD's performance of this Agreement. In connection therewith, MCHD shall defend, indemnify, and hold harmless TAMC from any and all liability, which TAMC may incur because of MCHD's failure to make such payments.

21. Ownership of Data.

- a) Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this Agreement will automatically be vested in TAMC; and no further agreement will be necessary to transfer ownership to TAMC. MCHD shall furnish TAMC all necessary copies of data needed to complete the review and approval process.
- b) It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the connection with the PROJECT for which this Agreement has been entered into.
- c) MCHD are not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by TAMC of the machine-readable information and data provided by MCHD under this Agreement; further, MCHD are not liable for claims, liabilities, or losses arising out of, or connected with any use by TAMC of the PROJECT documentation on other projects for additions to the PROJECT, or for the completion of the PROJECT by others, except only such use as many be authorized in writing by MCHD.

22. Confidentiality of Data.

- a) All financial, statistical, personal, technical, or other data and information relative to TAMC's operations, which are designated confidential by TAMC and made available to MCHD in order to carry out this Agreement, shall be protected by MCHD from unauthorized use and disclosure.
- b) Permission to disclose information on one occasion, or public hearing held by TAMC relating to the Agreement, shall not authorize MCHD to further disclose such information, or disseminate the same on any other occasion.
- c) MCHD shall not comment publicly to the press or any other media regarding the Agreement or TAMC's actions on the same, except to TAMC's staff, MCHD's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- d) MCHD shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by TAMC, and receipt of TAMC'S written permission.

- e) Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

23. Compliance with Terms of State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the State government in which TAMC is the grantee, MCHD shall comply with all provisions of such grant applicable to MCHD's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

24. Prevailing Wages.

- a) MCHD shall comply with all prevailing wage requirements, including California Labor Code section 1770, et seq., and any Federal or local laws or ordinances, that may be applicable to the work to be performed pursuant to this Agreement.
- b) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works, shall contain all the provisions of this Paragraph 26.
- c) When prevailing wages may apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination found on the DIR website.

25. Equipment, Supplies or Consultant Services Purchases.

- (a) Prior authorization in writing by TAMC's Contract Administrator shall be required before MCHD enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000) for supplies, equipment, or unbudgeted MCHD services. MCHD shall provide an evaluation of desirability of incurring such costs.
- (b) For purchase of any items, service or consulting work not covered in MCHD's Cost Proposal and exceeding Five Thousand Dollars (\$5,000), prior authorization is required by TAMC's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- (c) Any equipment purchased as a result of this Agreement is subject to the following:
 - i. MCHD shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of Five Thousand Dollars (\$5,000) or more. If the

purchased equipment needs replacement and is sold or traded in, TAMC shall receive a proper refund or credit for such equipment at the conclusion of the Agreement, or if the Agreement is terminated, MCHD may either keep the equipment and credit TAMC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established TAMC procedures for such sales and then credit TAMC in an amount equal to that sales price. If MCHD elects to keep the equipment, fair market value shall be determined at MCHD 's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from and appraiser mutually acceptable to TAMC and MCHD; if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TAMC.

- (d) MCHD shall include these provisions into any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000).

26. Conflict of Interest.

- (a) MCHD shall disclose any financial, business, or other relationship with TAMC that may have an impact upon the outcome of this Agreement, or any ensuing TAMC construction project. MCHD shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing TAMC construction project, which will follow.
- (b) MCHD hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- (c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

27. Governing Laws. This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

28. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed

that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

29. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
30. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
31. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
32. Contract Administrators. MCHD's designated principal responsible for administering MCHD's work under this Agreement shall be Christabelle Oropeza, Program Manager and Leann Leon, Program Manager; TAMC's designated Contract Administrator of this Agreement shall be Todd A. Muck, Executive Director. TAMC's Project Manager under this Agreement shall be Ariana Green, Principal Transportation Planner.

33. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. MCHD shall give TAMC prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

To TAMC: Todd Muck Executive Director 55-B Plaza Circle Salinas, CA 93901 Tel: 831-775-0903 Fax: 831-775-0897 Email: Todd@tamcmonterey.org	To MCHD: Elsa Jimenez Director of Health 1270 Natividad Rd Salinas, CA 93906 Tel: 831-755-4743 Fax: 831-796-8588 Email: Jimenezem@co.monterey.ca.us
To CITY: Greg McDanel City Manager 440 Harcourt Avenue Seaside, CA 93955 Tel: (831) 899-6701 Fax: N/A Email: gmcDaniel@ci.seaside.ca.us	

34. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.

35. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

36. Debarment and Suspension Certification.

- (a) MCHD’s signature affixed below shall constitute a certification under penalty of perjury under the laws of the State of California that the MCHD has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (non-procurement),” which certifies that MCHD or any person

associated with MCHD in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the TAMC.

- (b) Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining MCHD responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- (c) Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

37. Rebates, Kickbacks or Other Unlawful Consideration Prohibited. MCHD warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any TAMC employee. TAMC shall have the right, in its sole and absolute discretion to do any of the following for breach or violation of this warranty: to terminate the Agreement without liability; to pay for the value of the work actually performed; or to deduct from the compensation to be paid under this Agreement (or otherwise recover) the full amount of any such rebate, kickback or unlawful consideration.

38. Prohibition of Expending Local Agency, State or Federal Funds for Lobbying.

- (a) MCHD certifies to the best of his, her or its knowledge and belief that:
 - i. No State, Federal or local agency appropriated funds have been paid, or will be paid, by or on behalf of MCHD to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the State Legislature or United States Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract; in connection with the making of any State or Federal grant; in connection with the making of any State or Federal loan; in connection with

the entering into of any cooperative agreement, and in connection with the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress; or an employee of a Member of Congress, in connection with this contract, grant, loan or cooperative agreement, then MCHD shall complete and submit a Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. MCHD acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for such failure.
- (c) By signing this Agreement, MCHD also agrees that MCHD will require that the language of this certification will be included in all lower-tier subcontracts which exceed One Hundred Thousand Dollars (\$100,000), and that all recipients of such subcontracts shall certify and disclose accordingly.

39. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A – Scope of Work and Schedule

Exhibit B – Budget

Exhibit C – Invoice Cover Sheet Format

40. Entire Agreement. This document, including all exhibits hereto, and the Agreement entered into with MCHD and Community-Based Organization constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

IN WITNESS WHEREOF, TAMC, CITY and MCHD execute this Agreement as follows:

TAMC

By: _____
Todd Muck
Executive Director

Dated: _____

CITY

By: _____
Greg McDanel
City Manager

Dated: _____

MCHD

By: _____
Elsa Jimenez
Director of Health

Dated: _____

APPROVED AS TO FORM:

By: _____
TAMC Counsel

Dated: _____

By: _____
Deputy County Counsel

Dated: _____

APPROVED AS TO FISCAL PROVISIONS:

By: _____
Deputy Auditor/Controller

Dated: _____

For TAMC internal use:

Work Element number to be used for the contract: **7103**

EXHIBIT A: SCOPE OF WORK & SCHEDULE

Project Information	
Grant Category	Active Transportation Program
Grant Fiscal Year	2023-24
Project Title	Broadway Avenue Corridor & Safe Routes to School Project
Organization (legal name)	Transportation Agency for Monterey County, City of Seaside, Monterey County Health Department

Introduction

The Broadway Avenue Corridor & Safe Routes to School Project is a partnership between the City of Seaside, Transportation Agency for Monterey County, Monterey County Health Department and Monterey Peninsula Unified School District. The purpose of this project is to improve the health and safety of the Seaside community by utilizing the disruption of construction to facilitate a shift from driving alone to more active modes of transportation. Engage, educate and encourage people of all ages to incorporate safe walking and bicycling as part of daily life and provide programming that offers opportunities for incremental travel behavior change steps to result in long-lasting healthy habits. Particular focus on engaging elementary school students, low-income families and low-income seniors along the corridor. All communications and materials will be bilingual.

Tasks: Task numbering refers to the “grant 25-R form.

Monterey County Health Department staff (Injury prevention = IP and Planning, Evaluation, and Policy = PEP) will maintain communication with Transportation Agency staff and Every Child: Community-Supported Safe Routes to School grant partners on an on-going basis throughout all phases of the project. MCHD will be expected to attend and participate in monthly partner meetings organized and facilitated by TAMC. This task also includes ongoing tracking of the Health Department scope, schedule and budget; ongoing coordination with consultant team members; and preparing invoices and progress reports summarizing work performed and tasks completed.

Deliverables:

- Ongoing communication with Transportation Agency staff
- Monthly Every Child: Community-Supported SRTS Partner Coordination Meetings (~34 meetings)
- Detailed project schedule

Task A: Project Management & Coordination

Project kick-off meeting with partner agencies and subsequent monthly partner coordination meetings. Competitive request for proposals process will be done to hire for consultant services.

Deliverables:

- Meeting notes
- Log of meeting and notes
- Consultant Contract

Task B: Safe Routes to School Kick-Off Events

Lay the foundation for sustainable safe routes to school programming. Meet with school, parents, and community to provide information on the importance of a collaborative public health approach in active transportation options to enhance community/student health. Determine lead SRTS contacts/champions at the Elementary School sites and share information with the school community and parents about upcoming SRTS activities and opportunities for engagement. Develop and grow an e-newsletter and sign-up to build a network of community stakeholders supporting safe routes to school programming. Complete all required agreements and contracts. Conduct before construction data collection.

Deliverables:

- List of contacts and set meetings.
- Agenda for meetings.
- Record of kick-off activities and notes of meeting discussions.
- Copies of fliers and press releases from kick-off activities.
- Photos/records of the activities.
- Names of staff who will be SRTS contact support staff.
- Schedule of training and copy of SRTS training materials.
- Copies of contracts/agreements.
- Sign-up sheets and online form, e-newsletter templates

Task C: SRTS Outreach and Education at Schools

Create an environment conducive to behavior change by offering families opportunities through several programs that encourage safe walking/biking/scooter part or all of the way to school: Park & Walk, Walking School Bus, Crossing Guard Trainings. Crossing Guard training will include both an in-class presentation as well as on-street training for recruited crossing guards. Conduct educational presentations to 2nd - 5th graders so that students learn how to safely use the project corridor. Recruit and train adults to teach traffic safety to youth to sustain the program into the future with support from local sales tax Measure X.

Deliverables:

- List of program scope.
- List of locations.

- List of contacts.
- Maps of routes.
- Schedule of presentations.
- Copy of information packets.
- Copies of invoices/receipts.
- Press releases, social media, school assemblies, school website/newsletters.
- Minimum of 1 in person or virtual event per school (copy of schedule).
- Schedule of virtual or in-person presentations.
- Presentations, Copies of Presentations, Photos, Number of Students Served & Evaluation Activity Results
- Presentations, Copies of Presentations, take-home materials to reinforce learning objectives and Photos
- complete events, outreach/promotional collateral, photos
- Presentations (4/yr for 3 years), copies of presentations, program materials, program video, outreach/promotional collateral
- Screenshot of Interface.

Task D: Traffic Gardens

Design and implement traffic gardens at 2 elementary schools. Traffic gardens will be painted on the blacktops of the 2 designated elementary schools and designed in coordination with the school principal and school district facilities manager. Traffic gardens look like miniature road networks and are safe places to teach traffic safety to children and families. They will include features such as roundabouts so that students and their families can learn to navigate them before they are constructed in the project corridor.

Deliverables:

- Total of 2 meetings, site maps w/notes and measurements
- Copies of draft traffic gardens designs
- Copies of revised traffic garden designs
- Copies of final traffic garden designs
- Copies of rules and guidelines and video on how to use the traffic garden
- Copies of flyers, press releases, and social media announcements, photos of completed traffic garden
- Copies of meeting agendas
- Flyers, promotional campaign and photos of event

Task E: SRTS Engagement & Education in the Community

Increase shift to active transportation modes and mitigate traffic impacts from construction through pro-active programming with low-income families and businesses along the corridor. Encourage participation in safe routes to school activities, physical activity and to engage the community, work with parents and families in their own living environment. Hold presentations, events and share resources (in person and/or virtually) at designated locations such as the local library or low-income housing sites such as Del Monte Manor. Provide bilingual on-bike training for adults including loaner bikes, bike maintenance classes and group family rides to help parents and children get comfortable riding to school together.

Deliverables:

- List program scope.
- List of locations.
- Schedule of presentations and copies of materials.
- Copies of invoices/receipts.
- Flyer and copies of materials.
- Sign-up sheets, promotional materials, presentations, photos
- Sign-up sheets, promotional materials, presentations, bike maintenance checklist, family group ride photos,
- Sign-in sheets, Event photos

Task F: Walking Presentations for Seniors

Each year, conduct two pedestrian presentations for seniors in Seaside. These presentations are aimed at increasing physical activity and safety of seniors as they walk to other destinations and to support their engagement. This includes educational presentations, demonstrations, and discussions. Presentation material to include pedestrian safety, fall prevention when using wheelchairs and walkers (including preventative maintenance of this equipment), and nutrition. Some of these deliverables may be completed virtually as needed. Presentations to be completed at community sites such as the local library or senior housing sites (e.g., Villa Del Monte).

Deliverables:

- Copy of presentation.
- Schedule of presentations.
- Sign in sheets.
- Summary of pre and post surveys.

Task G: Health in All Policies Civic Engagement

Develop community active transportation champions, including local youth leaders, in two communities through civic engagement and empowerment and Health in All Policies trainings. This will occur in alignment with Safe Routes to School activities and contribute to sustainability of efforts. Community champions will then be tasked with a community project (see Task H).

Deliverables:

- Agendas and meeting minutes
- Meeting agendas
- 1 introduction event
- Sign in sheets, agendas, photos
- Sign in sheets, agendas

Task H: Community Open Street Event

Work with a leading community advocacy organization to develop a first ever community Ciclovía, an open street active transportation event requiring considerable community involvement in the planning. The local model uses youth advocacy groups to lead and plan and implement the event, teaching youth valuable life skills. The Health Department partners with the community-based organizations to engage with the City and act as trusted agency liaison for event implementation.

Deliverables:

- Flyers, agendas
- Final route and set date for
- Attendee count, media coverage

Task I: Reporting/Invoicing

Provide quarterly reports and invoices to City of Seaside to submit to Caltrans (12 invoices and reports)

Deliverables:

- Invoices and back-up documentation
- Quarterly reports

ESTIMATED PROJECT SCHEDULE

The project will kick-off in June 2026 and is expected to last approximately 3 years to September 2029. The project schedule is subject to change and may be impacted by the construction portion of the project.

START	END
June 2026	September 2029

EXHIBIT B: BUDGET

Broadway Ave Complete Streets Corridor Partner Budget (Non-Infrastructure)

		TAMC			Health Department	Total Cost (100% Grant \$)
		TAMC Staff	Edu/Enc Consultant	Striping & Signage Consultant		
A	PROJECT MANAGEMENT & COORDINATION	\$12,717.00	\$0.00	\$0.00	\$13,863.60	\$26,580.60
B	SRTS KICK-OFF ACTIVITIES	\$12,023.00	\$0.00	\$0.00	\$101,750.98	\$113,773.98
C	SRTS ENGAGEMENT & EDUCATION AT SCHOOLS	\$38,090.00	\$126,798.14	\$0.00	\$38,394.38	\$203,282.52
D	TRAFFIC GARDENS	\$30,872.00	\$0.00	\$18,000.00	\$0.00	\$48,872.00
E	SRTS ENGAGEMENT & EDUCATION IN THE COMMUNITY	\$19,322.00	\$186,410.56	\$0.00	\$90,585.18	\$296,317.74

F	WALKING PRESENTATIONS TO SENIORS	\$0.00	\$0.00	\$0.00	\$43,348.70	\$43,348.70
G	HEALTH IN ALL POLICIES CIVIC ENGAGEMENT	\$0.00	\$0.00	\$0.00	\$143,332.50	\$143,332.50
H	COMMUNITY OPEN STREET EVENT	\$0.00	\$0.00	\$0.00	\$136,718.50	\$136,718.50
I	REPORTING/INVOICING	\$1,059.75	\$0.00	\$0.00	\$1,732.95	\$2,792.70
	Subtotals	\$114,083.75	\$313,208.70	\$18,000.00	\$569,726.79	\$1,015,019.24

EXHIBIT C: Invoice Cover Page Format

[Project Title]

[Consultant Firm Name]

Invoice #

Invoice Date

Invoice Period

Task #	Task Name	Task Budget	Previously billed	Current invoice	Remaining Funds	% billed to-date	% Task Complete	Work performed this period
1								
2								
3								
4								
	TOTAL							



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.0.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Thomas Korman, Public Works Director/City Engineer
Kirstin van Gend, Administrative Analyst II

DATE: February 19, 2026

SUBJECT: ADOPT A RESOLUTION APPROVING \$138,117.13 FOR THE PURCHASE OF STREET MAINTENANCE EQUIPMENT FROM QUINN COMPANY USING SOURCEWELL AND AUTHORIZING THE FINANCE DIRECTOR TO ADJUST THE BUDGET FOR THE STREETS DIVISION EQUIPMENT PURCHASE

RECOMMENDATION

Approve the purchase and authorize the budget transfer.

BACKGROUND

The purpose of this item is for the City Council to consider approving \$138,117.13 for the purchase of a Compact Track Loader Model 255 with Cold Planner attachment from Quinn Company for use within the Public Works Department, Streets Division for pavement rehabilitation projects. The purchase will be made through Sourcewell, a federal procurement system of which the City of Seaside is also a participating agency (Account #17733). The cost includes all applicable fees and taxes will be paid by the City to the State.

In addition, the following pieces of equipment will be purchased, which are within the authorization limits of the City Manager, but require the authorization of City Council to transfer the funds:

Asphalt DragBox Spreader Box	\$13,193.75
Towmaster	\$18,852.32

2026 T-12HD Trailer	
------------------------	--

The total cost for the purchase of all three pieces of equipment is \$170,163.20. Staff recommends authorizing the Finance Director to adjust the budget for the Streets Division equipment purchase in account 210-8110-8187 for \$170,163.20. These funds will be transferred from Fund 214 (SB1 Gas Tax Fund), which has sufficient available fund balance to cover this expense.

FISCAL IMPACT

There is no impact to the General Fund. The cost of \$170,163.20 will be fully covered by Fund 214 (SB1 Gas Tax Fund), which has an adequate fund balance to support this expenditure.

STRATEGIC PRIORITY

Enhanced Physical Infrastructure & Abundant Water Supply

ATTACHMENTS

1. Resolution
2. Equipment Quotes

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION APPROVING \$138,117.13 FOR THE PURCHASE OF STREET MAINTENANCE EQUIPMENT FROM QUINN COMPANY USING SOURCEWELL AND AUTHORIZING THE FINANCE DIRECTOR TO ADJUST THE BUDGET FOR THE STREETS DIVISION EQUIPMENT PURCHASE

WHEREAS, the Streets is an essential function in the Public Works Department for the City of Seaside that requires reliable equipment to operate efficiently; and

WHEREAS, the purchase of the equipment would support the department’s commitment to improvement street conditions in the City; and

WHEREAS, there are sufficient available SB 1 funding for the \$170,163.20 purchase of the equipment to be used towards pavement rehabilitation projects by the Streets Division; and

WHEREAS, using the Sourcewell, federal procurement system, Quinn Company has a track loader and cold planner available for a total price of \$138,117.63; and

WHEREAS, there is a sufficient available fund balance in Fund 214 (SB1 Gas Tax Fund) to transfer \$170,163.20 into the Streets Division equipment purchase in account 210-8110-8187 to cover this expense.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby adopt a resolution authorizing the City Manager to execute a purchase agreement with Sourcewell for the purchase of the track loader and cold planner for an amount not to exceed \$138,117.13.

AND BE IT FURTHER RESOLVED, that the City Council of the City of Seaside does hereby adopt a resolution authorizing the Finance Director to adjust the budget for the Streets Division equipment purchase in account 210-8110-8187 for \$170,163.20 from Fund 214 (SB1 Gas Tax Fund).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of February, 2026 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

MISSION VALLEY

Kubota
TRACTORS

780 E. Brokaw Road
San Jose, CA 95112
Telephone: 408-933-2300

Date: 2/11/2026

Invoice To: City of Seaside
440 Harcourt Ave
Seaside, CA. 93955

Phone: (831) 899-6837
Email: avick@ci.seaside.ca.us
PO #:

INV #: 3431146
Stock #: TBD

Attention: Adam Vick

Quote Expiration Date: 3/11/2026

Equipment Quote / Sales Order

Towmaster Sourcewell Contract #092922-MNR S/N: TBD	Amount
	\$18,748.00

Towmaster 2026 T-12HD Trailer
Deck Length: 16'
Width: 102" OD 82" ID
Decking Type: 7 Gauge Smooth Steel
Axles: 7K EZ Lube Slipper Spring
Tires: 235/80R16E
Wheels: Steel 16" Disc Steel
Jack: 12K Drop Leg
Lights: LED
Plug: 7 Pole RV
Hitch/Neck: 2-5/16" EZ Latch Ball Coupler
Ramps: 72" Steel Cleated Stored Under Deck

Ramp Color: Match Trailer
Trailer Color: Equipment Black
Tied Downs: D-Rings
Brakes: Electric
Standard Feature: Tarp Kit
Standard Feature: On-Board 4am Charger
Standard Feature: Integrated Side Steps
Standard Feature: Spare Tire Mount
Standard Feature: A-Frame Steel Toolbox
Standard Feature: Double Rear Doors

Does not include local delivery

Attachments & Implements

Stock #	Make	Model	Type	S/N
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Freight
Dealer PDI

Included
\$250.00

Notes:

Finance (On Approved Credit)				Down Payment	
Term	APR %	Down	Est. Payment	Cash Deposit:	
0	0	\$0.00	#DIV/0!	Trade-In Equity:	\$0.00

Trade Allowance:		Less Payoff:	
Year:	Make:	Model:	Hours:
Type:	S/N:		

Used Equipment Warranty

The used vehicle described on this order is sold "AS IS - WHERE IS." There are no warranties express or implied, including any implied warranty of merchantability or fitness for a particular purpose and there are no obligations or liabilities on the part of the Seller. Certification is hereby made that we have read the above terms and understand them.

Selling Price:	\$18,998.00
Doc Fee:	\$0.00
Sales Tax: 9.250%	\$1,757.32
CA Tire Tax	\$7.00
License Reg (est):	\$100.00
Sub Total:	\$20,862.32
KTAC Insurance	\$0.00
Ext. Warranty	\$0.00
Down Payment	\$0.00
Total Price	\$20,862.32

- Notice to Purchaser**
1. Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.
 2. You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.
 3. Sales Manager signature required for final acceptance of Sales Order

I/We hereby order from you, subject to all terms, conditions and agreements contained herein, and the ADDITIONAL PROVISIONS, attached as Sales Agreement, the following:

Purchaser's Signature: _____
Print Name: _____
Date: _____

Sales Rep: _____
John Sutton
Sales Mgr: _____



DRAGGTEC

Quote

Estimate No: 461
Date: 02/10/2026

4492 Hanoverville Rd
 Bethlehem, PA, 18020-9462
 (610) 714-4833
 cole@draggttec.com
 draggttec.com

For: City of Seaside
 AVick@ci.seaside.ca.us

Ship To: City of Seaside
 440 Harcourt Ave
 Seaside, Ca 93955

Tracking No:
Ship Via:
Free Shipping

Description	Quantity	Rate	Amount
8' Asphalt Drag Box	1	\$9,300.00	\$8,835.00 Discount \$465.00
Metal Divider plates and tabs Metal dividers tabs placed 1 foot in on each end and down the middle so divider plates can be dropped in for additional paving widths	1	\$825.00	\$783.75 Discount \$41.25
E-Track Accessory Holder System to hold your rake/shovels, pump sprayer and two cup holders	1	\$500.00	\$475.00 Discount \$25.00
Subtotal			\$10,093.75
Shipping			\$3,100.00
Total			\$13,193.75

TOTAL \$13,193.75

Comments

Sourcewell Vendor: 5% procurement discount for active members



192380-01

Feb 10, 2026

CITY OF SEASIDE
Attention: Account Payable
440 HARCOURT AVE.
SEASIDE, California 93955

Attention: ADAM VICK

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 255 Compact Track Loader including standard and optional equipment as listed below.

STOCK NUMBER: NS0026305 **SERIAL NUMBER:** 0FL717112 **YEAR:** **SMU:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Justin Brown
Machine Sales Representative

One (1) New Caterpillar Inc. Model: 255 Compact Track Loader including standard and optional equipment as listed below.

Standard Equipment

POWERTRAIN

Cat C2.8T turbocharged diesel engine	Filter, canister type, engine oil
-Gross horsepower per ISO 14396	Filter, canister type, fuel
-74.2 hp (55.3 kW)	and water separator
-Electric fuel priming pump	Radiator / hydraulic oil
-Glow plugs starting aid	cooler (side-by-side)
-Liquid cooled, direct injection	Spring applied, hydraulically released,
-Air cleaner, dual element, radial seal	parking brakes
-S-O-S sampling valve, hydraulic oil	Hydrostatic transmission
-Ecology drain - coolant	Lockable fuel cap
-Filter, hydraulic supply, cartridge type	Auto engine idle
Filter, hydraulic return, cartridge type	

UNDERCARRIAGE

Torsion Suspension (4 independent torsion axles)	Integrated tie downs on track frame (4)
Two speed travel	

HYDRAULICS

Selectable control pattern - ISO or H	Speed sensor guarding
Electro/hydraulic implement control	Heavy duty flat faced quick disconnects with integrated pressure release lever
Electro/hydraulic hydrostatic transmission control	

ELECTRICAL

Work Tool Electrical Harness	Switch backlighting
Heavy duty battery	Interior LED dome light
-includes battery disconnect with lockout feature	Backup alarm
12 volt electrical system	Electrical outlet, beacon
85 ampere alternator	Courtesy lighting, exterior
LED work lights	Automatic Work light notification flash when parking brake is released
Auto reverse lights	

OPERATOR ENVIRONMENT

Operator warning system indicators:	-Date, Time, Units, and brightness settings
-Air filter restriction	-Multi-operator Anti-theft Security System & Monitoring
-Alternator output	-Maintenance schedule and reminders
-Armrest raised / operator out of seat	
-Engine coolant temperature	

- Engine oil pressure
- Glow plug activation
- Hydraulic supply filter restriction
- Hydraulic oil temperature
- Park brake engages
- Engine emission system
(where applicable)
- Control interlock system, when operator
leaves seat or armrest raised:
 - Hydraulic system disables
 - Hydrostatic transmission disables
 - Parking brake engages
- ROPS cab, tilt up
- FOPS, Level I
- Color LCD monitor:
 - Creep speed control
 - Drive response adjustment
 - Implement response adjustment
 - Drive Power Priority adjustment
 - Language selection (x32)

FRAMES

- Lift linkage, vertical path
- Chassis, one piece welded
- Machine tie down points (9)
- Removable panels for machine

OTHER STANDARD EQUIPMENT

- Steel engine door with replaceable
louvers
- Engine door - lockable
- Extended life antifreeze (-37C, -34F)
- Work tool attachment coupler

- Event and Diagnostic Code monitoring
- Smart Technology, enables use of
Smart Attachments
- Gauges: fuel level, hour meter,
hydraulic temperature, battery
voltage, tachometer.
- Cell Phone Storage Pocket
- Cup Holder
- Ergonomic contoured armrest
- Independently adjustable, seat
mounted joystick controls.
- Top and rear windows
- Floormat
- Headliner
- Interior rear view mirror
- Horn
- Hand (dial) throttle, electronic
- 12 volt power port
- Rear window breaker hammer

- frame cleanout
- Support, lift arm
- Steel rear and front bumpers, welded
- Fuel fill, machine right hand side

- Hydraulic oil level sight gauge
- Radiator coolant level sight gauge
- Radiator expansion bottle
- Cat ToughGuard TM hose
- Hydraulic demand cooling fan

MACHINE SPECIFICATIONS

255 05A COMPACT TRACK LOADER	586-0258
LANE 3 ORDER	0P-9003
PRODUCT LINK, CELLULAR PLE643	579-2324
COMFORT PKG, ENCLOSED CAB,HVAC	657-2194
GUARDING / SEALING PKG, (HD2)	641-8313
IDLER WHEELS, TRIPLE FLANGE	642-3004
TRACK,RUBBER,400MM(15.7 IN)BAR	594-1466
HYDRAULICS, PERFORMANCE, (HP3) – HIGH FLOW	585-9684
RIDE CONTROL	586-0028
STARTING PACKAGE, STANDARD	652-2073
FUEL, ELECTRIC PRIMING	590-1211
WORKLIGHTS,LED,FRONT/REAR/SIDE	579-2311
REAR LIGHTS	579-2312
SEAT,AIR SUSPENSION,HEAT/VENT	585-9588
DOOR, CAB, POLYCARBONATE	593-7244
INTEGRATED RADIO	651-8586
SEAT BELT, 3"	613-1925
PACKAGE, TECHNOLOGY (T5)	601-6604
FAN,COOLING, DEMAND, REVERSING	585-9665
QUICK COUPLER, HYD, SELF LEVEL	586-0291
MOUNTING, FIRE EXTINGUISHER	594-1961
COUNTERWEIGHT,MACHINE,EXTERNAL	585-9676
HOSE GUIDE, ATTACHMENT	640-5405
AIR CONDITIONING, R134A REF	661-1437
SSL B6S HAMMER - K62932	5329206
BUCKET-GP, 74", BOCE	279-5373
COLD PLANER, PC306, 42GAL TANK	529-5791

WARRANTY & COVERAGE

Standard Warranty: 24 MONTHS / 2,000 HOURS FULL MACHINE

SELL PRICE	\$153,700.00
SOURCEWELL MEMBER DISCOUNT - 21 %	(\$32,277.00)
FREIGHT, PREP & DELIVERY	\$5,000.00
NET BALANCE DUE	\$126,423.00
SALES TAX (9.25%)	\$11,694.13
AFTER TAX BALANCE	\$138,117.13

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER

\$0.00

F.O.B/TERMS:

Salinas Machine

ADDITIONAL CONSIDERATIONS

- Delivery is 1-2 weeks

Accepted by _____ on _____

Signature



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Andrew Myrick, Housing & Planning Manager

DATE: February 19, 2026

SUBJECT: ZONING ORDINANCE AMENDMENT ZOA-2026-001: AN AMENDMENT TO THE SEASIDE MUNICIPAL CODE TO MODIFY THE DEFINITION OF PUBLIC SAFETY FACILITY TO INCLUDE CONTRACTED PUBLIC SAFETY FACILITIES. THE PROPOSED ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION

Adopt the ordinance.

BACKGROUND

Chapter 17.98 ("Definitions") of the Zoning Ordinance is one of the Ordinance's most critical components. This is because whether a proposed use is allowed is determined based upon the Use Classifications Tables that specify whether a proposed use is permitted, permitted with permits, or not permitted at various locations throughout the City. Determining which definition a proposed project falls under is therefore a critical determination, as it determines whether the project will be allowed and, if so, what types of permits and process would be required in order to move forward.

The County of Monterey contracts with a private party, AMR Medical Response, to provide ambulance services on a County-wide basis. No public agency provides ambulance service. The City has received an application for a Use Permit to allow AMR to store its ambulances and medical supplies at 1191 Echo Avenue (former Enterprise Rent-a-Car). Operationally, when employees arrive at the site, they would collect medical supplies as needed and take an ambulance to pre-determined locations

throughout the area. They would then dispatch from those locations, rather than from the site itself. No employees would be working from the site.

In reviewing Chapter 17.98, the Zoning Administrator has determined that there are two potential definitions that this could fall under: Public Safety Facility or Specialized Transportation Dispatch Facility. These uses are defined as follows:

Public Safety Facility. *A facility operated by a public agency including fire stations, other fire prevention and fire fighting facilities, police and sheriff substations and headquarters, including interim incarceration facilities. May include ambulance dispatch facilities on the same site.*

Specialized Transportation Dispatch Facility. *A base facility where ambulances, taxis, limousines, armored cars, tow trucks and similar vehicles for specialized transportation are stored, and from which they are dispatched, and/or where ambulance vehicles and crews not based at a hospital or fire department stand by for emergency calls. Does not include storage facilities for towed vehicles, which is classified under "Vehicle Storage."*

Each of these definitions appear to generally refer to the type of use proposed but include language that is contrary to the proposed use. In the case of Public Safety Facility, the definition includes the language "operated by a public agency," which is not the case here. For a Specialized Transportation Dispatch Facility, the use is not consistent because it refers to a location "from which they are dispatched, and/or where ambulance vehicles and crews...stand by for emergency calls." As noted previously, ambulances would not be dispatched, and crews would not be stationed at the site waiting for emergency calls.

Since there is no definition that fits the proposed use exactly, staff is proposing to modify the definition of "Public Safety Facility" to also include private companies providing public safety services under contract with a public agency. This definition was selected because it is more consistent with the intent of the use (the purpose of the operation is to enhance public safety). Public Safety Facilities may be considered with a Use Permit in any Commercial district; Specialized Transportation Dispatch Facilities may be considered only in the Heavy Commercial (CH) Zoning District. This would remain unchanged under the proposed Zoning Ordinance Amendment. The merits of the Use Permit itself would be evaluated separately through the standard permit process consistent with the Council's decision on this Ordinance.

The Planning Commission reviewed the proposed Ordinance at its regular meeting of January 14, 2026, and unanimously (5-0) recommended that the City Council approve the proposed Ordinance. Staff recommends that the City Council amend the Zoning Ordinance to modify the language of Chapter 17.98.P as noted in the attached Ordinance.

FISCAL IMPACT

There is no fiscal impact associated with this Item.

STRATEGIC PRIORITY

Vibrant Local Economy

ATTACHMENTS

- 1. Attachment 1 - Draft Ordinance - Public Safety Facility - 2026-02-05
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 17.98.P OF THE SEASIDE MUNICIPAL CODE TO MODIFY THE DEFINITION OF PUBLIC SAFETY FACILITY TO INCLUDE CONTRACTED PUBLIC SAFETY FACILITIES

WHEREAS, the City of Seaside Zoning Ordinance allows Public Safety Facilities in all commercial zones with a Use Permit; and

WHEREAS, Chapter 17.98 of the Seaside Municipal Code provides that only those facilities operated by a public agency may be considered to be Public Safety Facilities; and

WHEREAS, some public safety operations, such as ambulance services, are now contracted out to private entities; and

WHEREAS, the City of Seaside desires to provide potential locations for Public Safety Facilities, whether operated directly or indirectly by a public agency; and

WHEREAS, the proposed Zoning Ordinance Amendment was presented to the Planning Commission on January 14, 2026, which unanimously recommended that the City Council adopt the proposed Amendment; and

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

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

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

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

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

or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

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

INTRODUCED at a regular meeting of the City Council of the City of Seaside, State of California, held on the 5th day of February 2026.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, held on the ___ day of ___ 2026 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon,
City Attorney

Attach: Exhibit "A" – Proposed Ordinance Amendment

Exhibit “A”

SECTION 1. The Definition of “Public Safety Facility” included in Section 17.98.P of the Seaside Municipal Code is hereby amended to read as follows:

Public Safety Facility. A facility operated by a public agency or another entity operating under contract with a public agency including fire stations, other fire prevention and fire fighting facilities, police and sheriff substations and headquarters, including interim incarceration facilities. May include ambulance dispatch facilities on the same site.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Greg McDanel, City Manager

DATE: February 19, 2026

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE EXECUTION OF AN EXCLUSIVE NEGOTIATING AGREEMENT WITH KB BAKEWELL SEASIDE VENTURE II FOR THE DEVELOPMENT OF THE PROPERTY COMMONLY REFERRED TO AS MAIN GATE

RECOMMENDATION

Approve the execution of an Exclusive Negotiating Agreement (ENA) with KB Bakewell Seaside Venture II, LLC ("Developer") for the potential acquisition and development of an integrated mixed-use project at the Main Gate property, and authorizing the City Manager to execute the ENA in a form substantially similar to Exhibit A, as approved by the City Attorney.

BACKGROUND

Background and Selection Process

In June 2025, the City issued a nationwide Request for Proposals (RFP) seeking a master developer for the Main Gate Mixed-Use Development, an approximately 50-acre City-owned site located north of Lightfighter Drive between Highway 1 and 2nd Avenue and south of Divarty Street (excluding the 5-acre courthouse parcel). The property is adjacent to California State University Monterey Bay (CSUMB), near the Otter Sports Complex, adjacent to a 5-acre State site for the future Monterey County Civil Courthouse, and the Dunes State Park, making it a highly visible and strategic opportunity site.

The City received four proposals by the August 22, 2025, deadline. The following firms submitted proposals in response to the RFP: KB Bakewell Seaside Venture II, LLC ([RFP](#)), Shea Homes ([RFP](#)), Montierre Development ([RFP](#)), and City Ventures ([RFP](#)). A nine-member evaluation committee—consisting of representatives from the City of

Seaside, CSUMB, Monterey County Economic Development, and the former Fort Ord Reuse Authority (FORA) director—reviewed and scored proposals identifying KB Bakewell Seaside Venture II, LLC as the highest-ranked proposer under the RFP evaluation criteria.

Proposals were evaluated based on criteria outlined in the RFP, including development experience, financial capacity, conceptual approach, project readiness, and responsiveness to Surplus Land Act requirements. Following receipt of the evaluation committee’s scoring and recommendation, the City Council provided direction to staff to enter into negotiations with KB Bakewell Seaside Venture II, LLC to prepare the proposed ENA.

The subject property was previously held by the Successor Agency to the Redevelopment Agency of the City of Seaside and was transferred to the City pursuant to the approved Long Range Management Plan and City Council Resolution 24-11. The Resolution accompanying this staff report also confirms that the Exclusive Negotiating agreement does not meet the definition of a property disposal under the Surplus Lands Act (Government Code 54221(d)(1)) and that the property will be treated as exempt surplus land under Government Code section 54221(f)(1)(H) (or other applicable provision) and that it is not within the coastal zone, Lake Tahoe region, adjacent to a historic State Parks unit, or listed/eligible for the National Register of Historic Places.

Summary of the Proposed ENA

The ENA establishes a defined period of exclusive negotiations between the City and KB Bakewell Seaside Venture II, LLC to determine whether mutually acceptable terms can be reached for a future Purchase and Sale Agreement and related entitlements for development of the Main Gate Mixed-Use Development (the “Potential Project” or “Project” as defined in the ENA).

An Exclusive Negotiating Agreement is not a development approval. It does not approve a site plan, transfer property, or authorize construction. Rather, it establishes a structured period during which the City and a selected development team may determine whether mutually acceptable terms can be reached for a potential future project.

Key provisions of the ENA include:

- **ENA Term and Extensions:**

The ENA term is one year from execution, with the possibility of one five-month and one three-month extension by the City Manager with City Attorney concurrence, contingent on the developer’s compliance, resolution of material business terms, and the need to complete CEQA documentation and obtain Council consideration of a future agreement.

- **Exclusivity:**

During the ENA period, the City agrees not to negotiate with any other party regarding the sale, lease, or development of the Site.

- **Developer Deliverables:**

Developer must: (1) participate in appraisal-based purchase price negotiations; (2) provide a conceptual site plan and architectural concepts; (3) provide a conceptual development program (uses, square footage, residential unit mix, affordable housing, open space, and circulation); (4) submit a detailed market analysis; (5) prepare a preliminary financing plan; (6) submit a development schedule; (7) file a complete development application consistent with the City's submittal checklist; and (8) review and comment on draft transaction documents.

- **City Obligations:**

City commitments include: (1) procuring an MAI appraisal; (2) sharing existing studies and relevant Site information; (3) using good-faith efforts to prepare and process required CEQA documents; (4) preparing an initial draft of the purchase and sale agreement (and related agreements); and (5) coordinating with Developer regarding consultant contracts. Preparation and processing of CEQA documents does not obligate the City to certify any CEQA document or approve the Potential Project.

- **Cost Reimbursement:**

Developer will deposit \$25,000 at ENA execution and an additional \$25,000 six months later (the "Reimbursement Funds"), to be used by the City to reimburse its actual out-of-pocket costs, including staff time, consultant and legal expenses, processing any planning or CEQA documents, and negotiating and preparing transaction documents. The Developer is obligated to replenish the Reimbursement Funds upon City demand; any unused funds will be returned at ENA termination or execution of final agreements. Approval of the ENA does not obligate the City to expend General Fund resources beyond reimbursable staff and consultant costs.

- **Prevailing Wage and Local Hire:**

Developer acknowledges that prevailing wages will be required for development on the former Fort Ord site and that prevailing wages may be required if the City provides financial assistance. Developer also agrees to comply, and cause its contractors and tenants to comply, with the City's Local First Source Recruitment Policy and to give preference to local and then county-based contractors.

- **No Obligation to Approve Project:**

The ENA expressly states that neither party is obligated to enter into a final agreement, that any negotiated agreement will not be effective unless approved by the City Council after compliance with CEQA and all applicable laws, and that nothing in the ENA constitutes approval of the Potential Project or any entitlement. The City retains full and absolute discretion to approve, condition, or deny any future discretionary approvals after completion of environmental

review.

- **Termination:**

The City may terminate the ENA if the Developer fails to perform its obligations or if progress is not being made in negotiations, in the City's good-faith discretion. The ENA also automatically terminates upon execution of a final purchase and sale agreement.

CEQA Considerations

The accompanying Resolution finds that approval of the ENA is not a "project" under CEQA Guidelines section 15378 because it only authorizes exclusive negotiations and related preliminary activities and does not commit the City to any physical development or definite course of action. In the alternative, the Resolution finds the action exempt under the common-sense exemption (Guidelines § 15061(b)(3)) because it can be seen with certainty that there is no possibility that approval of the ENA may have a significant effect on the environment.

The Resolution and ENA both clarify that: (1) no physical development will proceed under the ENA; (2) any future discretionary actions related to the Potential Project will be considered separately by the City Council, in its sole and absolute discretion, after completion of all required CEQA review; and (3) preparation and processing of CEQA documents during the ENA term does not commit the City to certify any document or to approve the Potential Project.

Anticipated ENA Activities

If the Resolution and ENA are approved, staff anticipates the following next steps during the ENA period:

1. Appraisal and Business Terms

- Obtain an MAI appraisal of the fair market value of the Main Gate site and negotiate a proposed purchase price with the Developer.

2. Conceptual Planning and Program Development

- Work with the Developer to refine a conceptual site plan, development program, and preliminary financing plan consistent with City goals, Fort Ord requirements, and market conditions. Development of a conceptual plan will include multiple opportunities for public input through noticed community meetings, Planning Commission review, and City Council hearings as a part of the formal entitlement and CEQA process.

3. Entitlement Strategy and CEQA Scoping

- Identify likely discretionary entitlements and outline a CEQA strategy

(e.g., type of environmental document, schedule, and key issues) for a future Potential Project.

4. Draft Transaction Documents

- Prepare and negotiate a draft purchase and sale agreement (and any related agreements), returning to Council for direction as major business terms are refined.

5. Future Council Consideration

- Following completion of CEQA review for any proposed project and associated entitlements, staff will return to the City Council for public hearings and discretionary decisions on the CEQA document(s), the purchase and sale agreement, and any required planning and subdivision approvals.

FISCAL IMPACT

The ENA provides for reimbursement by Developer of the City's actual out-of-pocket costs, including staff and consultant time, related to negotiation of the ENA and future agreement(s), processing of planning and CEQA documents, and related work, funded through an initial \$25,000 deposit and an additional \$25,000 deposit at six months, with replenishment as needed. Any unused Reimbursement Funds will be returned to Developer upon ENA termination or execution of final agreements.

STRATEGIC PRIORITY

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

ATTACHMENTS

1. Resolution
2. Exhibit A - Draft Final ENA

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 26-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE EXECUTION OF AN EXCLUSIVE NEGOTIATING AGREEMENT WITH KBB SEASIDE VENTURE II, LLC FOR THE ACQUISITION AND DEVELOPMENT OF AN INTEGRATED MIXED-USE PROJECT AT THE MAIN GATE

- A. **WHEREAS**, on or about June 20 2025, the City of Seaside circulated a nationwide search for Request for Proposals (RFP) to developers nationwide in order to find a master developer for the Main Gate Mixed-Use Development. The property is located north of Lightfighter Drive between Highway 1 and 2nd Avenue and south of Divarty Street. The approximately 50-acre property is adjacent to California State University Monterey Bay (CSUMB), adjacent to a 5-acre site owned by the State of California for the location of a new Monterey County Civil Courthouse and due to its ocean views, freeway orientation and adjacency to the Dunes State Park, the property is an attractive opportunity for developers; and
- B. **WHEREAS**, proposals were due on August 22, 2025 and the City received four proposals; and
- C. **WHEREAS**, the proposals were reviewed and ranked by a nine-member committee that included City staff, representatives from California State University Monterey Bay (CSUMB), Monterey County Economic Development and the former Fort Ord Reuse Authority (FORA) director; and
- D. **WHEREAS**, The City Council was presented with the Committee recommendations and ultimately decided to move forward with the proposal submitted by KBB Seaside Venture II. Staff then worked with the developer to create an Exclusive Negotiating Agreement (ENA); and
- E. **WHEREAS**, the City Council desires to enter into an Exclusive Negotiating Agreement ("ENA") with KBB Seaside Venture II ("Developer") for a limited period to negotiate the potential terms of a proposed disposition and development agreement and related project entitlements (collectively, the "Potential Project") or "Project" as that term is used in the ENA referring to a potential future project subject to CEQA and discretionary approval. All references in the ENA to the 'Project' shall be interpreted consistent with this recital; and
- F. **WHEREAS**, approval of the ENA will only authorize exclusive negotiations and related preliminary activities and will not constitute approval of the Potential Project, any specific development proposal, or any physical changes to the environment; and
- G. **WHEREAS**, the City retains full discretion to consider, approve, condition, or deny any and all subsequent discretionary approvals for the Potential Project, including, but not limited to, any disposition and development agreement, development agreement,

zoning or General Plan actions, subdivision maps, and project-level approvals, after completion of all required environmental review; and

- H. **WHEREAS**, no activities that would constitute a 'project' under the California Environmental Quality Act ("CEQA") will be approved or undertaken by the City under this ENA, and no physical development of the Potential Project will proceed, unless and until the City has complied with CEQA and considered all feasible mitigation measures and alternatives, including the 'no project' alternative; and
- I. **WHEREAS**, because approval of the ENA does not commit the City to any definite course of action or to approval or implementation of the Potential Project, and will not result in any direct or reasonably foreseeable indirect physical change in the environment, such approval is not a 'project' under CEQA (Public Resources Code section 21065; CEQA Guidelines section 15378) and/or is exempt from CEQA under the common-sense exemption (CEQA Guidelines section 15061, subdivision (b)(3)); and
- J. **WHEREAS**, the Successor Agency to the Redevelopment Agency of the City of Seaside adopted Resolution 24-01SA authorizing the transfer of the property previously owned by the Successor Agency of the City of Seaside to the City of Seaside in accordance with the terms and provisions of the approved Long Range Management Plan and the City Council adopted Resolution 24-11 accepting such transfer; and
- K. **WHEREAS**, all of the property subject to the Exclusive Negotiating Agreement is hereby declared exempt pursuant to Government Code section 54221(d)(1) because the land does not yet meet the definition of disposal and/or 54221(f)(1)(H) or some other provision when the land is ultimately sold or otherwise transferred; and
- L. **WHEREAS**, the draft Exclusive Negotiating Agreement is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA, AS FOLLOWS:

- 1. The City Council does hereby find that the above recitals are accurate and are hereby incorporated in and made part of this Resolution by this reference.
- 2. The City Council makes the following findings pursuant to the requirements of the California Environmental Quality Act:
 - A. The City Council finds and determines that approval of the ENA is not a 'project' under CEQA within the meaning of CEQA Guidelines section 15378 because it merely provides for exclusive negotiations and does not commit the City to any project or to any physical development or change in the environment. In the alternative, approval of the ENA is exempt from CEQA under the common-sense exemption set forth in CEQA Guidelines section 15061, subdivision (b)(3), because it can be seen with certainty that there is no possibility that approval of the ENA may have a significant effect on the environment.

- B. Nothing in this Resolution or in the ENA shall be construed as approval of the Potential Project or any related entitlements, or as an agreement by the City to approve any future project or entitlement. Any future discretionary actions related to the Potential Project will be subject to separate consideration and approval by the City Council, in its sole and absolute discretion, following completion of all applicable CEQA review.
- C. The City Council further finds and directs that the ENA shall be interpreted and implemented consistent with these CEQA findings, including that preparation and processing of any CEQA documents under the ENA shall not obligate the City to certify any CEQA document or to approve the Potential Project or any entitlement.

3. The City Council hereby finds that the requirements of the Request for Proposals contained language and explicit requirement that all proposals qualify for an exemption and upon a finalized Purchase and Sale Agreement will be ultimately determined to be exempt surplus land pursuant to Government Code Section 54221(f)(1)(H) but that at this point, the land is not yet being disposed of and therefore does not meet the definition of disposal pursuant to Government Code section 54221(d)(1).

4. The City Council hereby authorizes the City Manager to sign the Exclusive Negotiating Agreement in a form substantially similar to the attached Exhibit A as may finally be approved by the City Attorney, and in conjunction with the City Attorney, take all implementing actions necessary to implement the provisions of that agreement.

5. The City further finds that in accordance with Gov. Code §54221(f)(2) the exempt surplus land in question is not within the coastal zone or within the Lake Tahoe Region as defined in Section 66905.5, is not adjacent to a historical unit of the State Parks System and is not listed on or determined by the State Office of Historic Preservation to be eligible for the National Register of Historic Places.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California on the 19th day of February, 2026.

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

EXCLUSIVE NEGOTIATING AGREEMENT

This EXCLUSIVE NEGOTIATING AGREEMENT (this "ENA") is dated as of _____, 20__ (the "Effective Date") and is entered into by and among the CITY OF SEASIDE, a municipal corporation (the "City") and KB Bakewell Seaside Venture II, LLC, a California Limited Liability Company (the "Developer"). The City and the Developer are sometimes individually referred to as a "Party" and are sometimes collectively referred to as the "Parties."

R E C I T A L S

A. The City owns the land in the City of Seaside, California commonly known as the "Main Gate Property" and depicted on the "Site Map" attached hereto as Attachment No. 1 (the "Site").

B. The City has received a proposal from Developer for the development of the Site.

C. After considering the proposal of the Developer, the City has instructed the City's staff to proceed with this ENA so that the City can negotiate with Developer on an exclusive basis to establish the terms and conditions of a Purchase and Sale Agreement (the "Agreement") that would result in the Developer's acquisition and development of the Site or portions thereof (the "Project").

D. The Developer and the City are willing to enter into this ENA setting forth, among other things, the terms pursuant to which the City will negotiate with the Developer on an exclusive basis with respect to the Site for a specified period regarding the terms of the Agreement.

E. Through the ENA Period (as defined below), the staff, consultants and attorneys of the City will devote substantial time and effort in meeting with the Developer and its representatives, reviewing proposals, plans and reports, and negotiating and preparing the terms of this ENA and the Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The term of this ENA shall commence on the date hereof and shall end on the earlier of: (i) the date that is one (1) calendar year after the date of this ENA, as may be extended by the City Manager under this Section 1, or (ii) the date on which the City terminates this ENA as provided in Section 2 below (the "ENA Period"). Provided that the Developer is not in default under this ENA and the City has not terminated this ENA pursuant to Section 2 below, the ENA Period may be extended by the mutual written agreement of Developer and the City Manager, with City Attorney concurrence (acting for the City), for five (5) calendar months and then for an additional three (3) calendar months; provided, however, that the City Manager, with City Attorney concurrence, may only grant an extension if: (i) the Developer is not then in default under this ENA (including, without limitation, Section 7 below); (ii) there are no material issues remaining to be resolved with respect to the Agreement; and (iii) the applicable extension is necessary only to complete the CEQA Documents (as defined in Section 8 below) and then obtain City Council approval of the Agreement (which approval may be given or withheld in the City's sole and absolute discretion).

2. The City may terminate this ENA if the Developer should fail to comply with or perform any provisions of this ENA, or if progress is not being made in negotiations hereunder, as determined by the City in good faith, but sole discretion. The parties acknowledge that any extension of the ENA Period does not obligate the City to approve any agreement, land use action, or CEQA document.

3. If the Developer and the City staff have not fully negotiated and agreed upon the terms of the Agreement prior to the end of the ENA Period (as it may have been extended), then this ENA shall automatically terminate and, except as expressly provided herein, neither party hereto shall have any further rights or obligations under this ENA. In no event shall any such negotiated Agreement become effective unless duly approved by the City Council after compliance with the California Environmental Quality Act and all other applicable laws.

4. During the ENA Period (as extended under Section 1, if applicable), the City shall not negotiate with any person or entity other than the Developer for the sale, lease or development of the Site.

5. The Developer shall deliver the materials and information identified on Attachment No. 2 attached hereto to the City within the times set forth on Attachment No. 2. At the beginning of each calendar month during the ENA Period (as extended under Section 1, if applicable), Developer shall provide a written report to the City describing in reasonable detail the Developer's activities with respect to the Project during the preceding calendar month.

6. During the ENA Period (as extended under Section 1, if applicable), the City shall use good faith efforts to complete (or cause to be completed) the matters set forth in Attachment No. 3 attached hereto.

7. Developer shall reimburse City for its actual out-of-pocket costs and expenses (including legal fees and costs) incurred in preparing this ENA and fulfilling its obligations under this ENA from the date hereof, including, but not limited to: (i) the cost of developing, reviewing and processing any general plan amendments and/or specific plan amendments for the Site; (ii) the cost of preparing, reviewing and processing the CEQA Documents (as defined in Section 8 below); (iii) the costs of staff review of Developer submittals and the costs of consultants retained by City in connection with the Agreement or Project (including, without limitation, attorneys' fees and costs) at the rates set forth on Attachment No. 4 – Staff Hourly Rates; and (iv) the cost of negotiation and preparing the Agreement(s) (collectively, the "Reimbursable Costs"). Concurrently with its execution of this ENA, Developer shall deposit with the City the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) and on or before the date that is six (6) calendar months after the date of this ENA, Developer shall deposit with City an additional Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "Reimbursement Funds"). The Reimbursement Funds may be used and applied from time to time by the City to pay itself for Reimbursable Costs not otherwise paid or reimbursed by the Developer. The Developer shall deposit with the City funds sufficient to replenish the Reimbursement Funds held by City within ten (10) days after written demand by the City with a description of the costs paid from the Reimbursement Funds (unless previously described in writing to Developer). Any remaining amount of the Reimbursement Funds shall be delivered to the Developer (along with a final accounting of the City's application of the Reimbursement Funds) within thirty (30) business days after the earlier of: (i) the execution of the Agreement(s) by the Parties, or (ii) the termination of this ENA. The provisions of this

Section shall survive the expiration or earlier termination of this ENA. Notwithstanding anything to the contrary in this ENA, express or implied, City shall have the right in its sole and absolute discretion to cease evaluation of submittals relating to the Project, stop any other staff work and/or work of its consultants and stop negotiating or discussing the Project and/or Agreement, in whole or in part, in the event that City determines that the sums then on deposit with City are not sufficient to pay for all of the projected/established Reimbursable Costs projected/estimated by the City.

8. The City and Developer acknowledge that all applicable requirements of the California Environmental Quality Act ("CEQA") must be met in order to execute and deliver the Agreement and develop the Site and that this may require an environmental impact report, supplemental environmental impact report and/or other reports or analyses for CEQA purposes (collectively, the "CEQA Documents"). The Developer will, at its cost, fully cooperate with the City in the City's preparation of the CEQA Documents as the lead agency for the CEQA Documents.

9. Developer acknowledges that (a) if the Site or any portion thereof was part of the former Fort Ord, prevailing wages shall be paid in connection with the development of and construction on the Site by Developer (and any transferee of Developer) pursuant to Section 2(a) of the Implementation Agreement between City of Seaside and the Fort Ord Reuse Authority and Section 3.03.090 of the Fort Ord Reuse Authority Master Resolution described therein; and (b) prevailing wages may otherwise be required to be paid if the City provides any financial assistance to the Developer in connection with the Project.

10. Developer acknowledges that Developer shall be required to comply with (and to cause its contractors, subcontractors, and tenants to comply with) the City's Local First Source Recruitment Policy, a copy of which is available from City staff, and to give preference to contractors in the City and then to contractors in the County.

11. The Developer shall bear all costs and expenses of any and all title, environmental, physical, engineering, financial, and feasibility investigations, reports and analyses and other analyses or activities performed by or for the Developer.

12. The Developer and the City understand and agree that neither Party is under any obligation whatsoever to enter into an Agreement. In the event of the expiration or earlier termination of this ENA, the City shall be free to negotiate with any persons or entities with respect to the sale, lease and development of the Site. Nothing in this ENA shall be construed as (i) approval of the Potential Project or any related entitlements, or (ii) an agreement by the City to approve any future project or entitlement. The City retains full and absolute discretion to consider, approve, condition, or deny any and all subsequent discretionary approvals for the Potential Project after completion of all required environmental review under CEQA.

13. The Developer shall indemnify, defend, and hold the City and the City's elected and appointed officials, employees, agents, and contractors harmless from any and all costs, expenses, losses, claims, liabilities, damages and causes of action arising out of Developer's entering into or performing this ENA and/or Developer's failure to perform any obligation of Developer under this ENA. The Developer's obligations under the preceding sentence shall survive the expiration or earlier termination of this ENA.

14. The Developer represents and warrants that its undertakings pursuant to this ENA are for the purpose of development of the Site and not for speculation in land, and the Developer recognizes that, in view of the importance of the redevelopment of the Site to the general welfare of the community, the qualifications and identity of the Developer and its principals are of particular concern to the City; therefore, this ENA may not be assigned by the Developer without the prior express written consent of the City in its sole and absolute discretion. However, the City acknowledges that the Developer may intend to form a new entity controlled by the parties comprising the Developer that will be the Developer entity that will be a party to the Agreement. The City Manager, with City Attorney concurrence, shall have the right to review and approve, which approval shall not be unreasonably withheld, the organizational documents of such entity and the entities comprising such entity.

15. Any notice, request, approval or other communication to be provided by one Party to the other shall be in writing and provided by certified mail, return receipt requested, or a reputable overnight delivery service (such as Federal Express) and addressed as follows:

If to the Developer:

KB Bakewell Seaside Venture II, LLC
5000 Executive Parkway #125
San Ramon, CA 94583
Attn: Jeff McMullen

If to the City:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attn: City Manager
w/ Email Copy to cityattorney@ci.seaside.ca.us

Notices shall be deemed delivered: (i) if sent by certified mail, then upon the date of delivery or attempted delivery shown on the return receipt; or (ii) if delivered by overnight delivery service, then one (1) business day after delivery to the service as shown by records of the service. Email copies may be provided as a courtesy but shall not constitute formal notice.

16. For purposes of the negotiations contemplated by this ENA, the Developer's representative shall be Danny J. Bakewell, Sr. (Phone: (323) 291-6803; E-mail: dannysr@bakewellco.com), Danny J. Bakewell, Jr., (Phone: (323) 291-6803; E-mail: dannyjr@bakewellco.com), and Jeff McMullen (Phone: (510) 714-1358; E-mail: jmcmullen@kbhome.com) and the City's representative shall be Greg McDanel, City Manager (Phone: (831) 899-6701; E-mail: gmc_danel@ci.seaside.ca.us) and Sheri Damon, City Attorney (Phone: (831) 899-6890; E-mail: sdamon@ci.seaside.ca.us).

17. This ENA constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof. There are no agreements or understandings between the Parties and no representations by either Party to the other as an inducement to enter into this ENA, except as expressly set forth herein. All prior negotiations between the Parties are superseded by this ENA. The City and its officers, members, staff and agents have not made any representations, warranties or promises to the Developer other than any that are expressly set forth herein.

18. This ENA may not be altered, amended or modified except by a writing duly approved and executed by all Parties.

19. If any Party should bring any legal action or proceeding relating to this ENA or to enforce any provision hereof, or if the Parties agree to arbitration relating to this ENA, the Party in whose favor a judgment or decision is rendered shall be entitled to recover reasonable attorneys' fees and expenses from the other. The Parties agree that any legal action or proceeding or agreed-upon arbitration or mediation shall be filed in and shall occur in the County of Monterey.

20. The interpretation and enforcement of this ENA shall be governed by the laws of the State of California.

21. Time is of the essence of each and every provision hereof in which time is a factor.

22. This ENA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same ENA. Notwithstanding anything in this ENA to the contrary, this ENA and all terms and conditions contained herein shall automatically terminate upon execution by Developer and the City of an Agreement. Notwithstanding anything in this ENA to the contrary, unless provided to the contrary herein this ENA and all terms and conditions contained herein shall automatically terminate upon execution by Developer and the City of an Agreement.

23. Notwithstanding anything in this ENA to the contrary, the parties acknowledge and agree, that (a), as referenced in Recital C, above, the purpose of this ENA is to provide on an exclusive basis a period for Developer and the City to negotiate and establish the terms and conditions of the Agreement and, if satisfactory terms and conditions are established, enter into such Agreement and (b) the obligations of the parties hereunder, including, without limitation, the specific tasks of Developer set forth in Attachment No. 2, the specific tasks of the City set forth in Attachment No. 3, and the associated reimbursement obligations of Developer in Section 7, above, shall consist of and be limited to only those necessary to accomplish (a), above.

[No Further Text On This Page]

IN WITNESS WHEREOF, the Parties hereto have executed this ENA as of the day and year first written above.

CITY:

CITY OF SEASIDE

By: _____
_____,
Mayor

Attest:

City Clerk

APPROVED AS TO FORM:

Sheri Damon, City Attorney

DEVELOPER:

KB Bakewell Seaside Venture II, LLC

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

ATTACHMENT NO. 1

SITE MAP

[SEE ATTACHED]

The final site map shall identify the boundaries of the property subject to this ENA and shall be consistent with any legal description provided in the Agreements(s). In the event of any inconsistency between the site map and the final legal description to be included in the Agreement(s), the legal description shall control.

The City and Developer acknowledge that the site is located within the former Fort Ord and is subject to applicable land use controls, programmatic environmental documents, and the Fort Ord Reuse Authority (FORA) Implementation Agreement requirements to the extent applicable.

DRAFT

ATTACHMENT NO. 2

SPECIFIC DEVELOPER TASKS

1. Within sixty (60) days of receiving an appraisal of the fair market value of the Site, Developers and City shall negotiate and attempt to agree on a purchase price for the Site.
2. Within two (2) months after the City and Developer agree on a purchase price, Developer shall deliver the following items for City staff review and approval:
 - i) Preliminary site plan and revised architectural concept drawings identifying the location, general configuration, traffic circulation, and proposed design characteristics of the Project.
 - ii) Conceptual development program (“Development Program”) for the Project that includes a breakdown of the proposed scope of development including a range of building square footage by land use and acreage by land use, improvements, approximate number and mix of any residential units, any affordable housing units by level of affordability, proposed public parks/amenities, circulation acreage, and other general uses.
 - iii) Detailed market analysis for the Project demonstrating the marketability of the proposed conceptual development program. If appropriate, the findings of the market study may be used to modify and refine the development concept.
3. Within three (3) months after City and Developer agree on a purchase price, Developer and City staff shall determine the likely type and schedule for obtaining entitlements necessary for construction of the Project including, but not limited to, discretionary permits.
4. Within four (4) months after City and Developer agree on a purchase price, Developer shall deliver to City for City staff review and approval, a preliminary financing plan for the proposed Project.
5. Within four (4) months after City and Developer agree on a purchase price, Developer shall submit to City a schedule of development setting forth the proposed timetable for the commencement, substantial completion and final completion of the Project (the “Development Schedule”).
6. Intentionally Omitted.
7. Within four (4) months after City and Developer agree on a purchase price, Developer shall deliver to City a fully completed and executed development application including all items identified on the City of Seaside Development Application Submittal Checklist.
8. Developer shall promptly provide comments to the City on the initial draft of the Agreement and subsequent drafts submitted by the City.

9. Within six (6) months after the City and Developer agree on a purchase price, Developer shall obtain and review a preliminary report for the Site from a title company selected by Developer and copies of the documents listed as title exceptions therein and shall deliver copies of the reports and documents to City together with a written description of any objections Developer may have to any of the title exceptions (and the rationale for the objections), it being understood that Developer shall have the right under the Agreement to perform/obtain an ALTA survey at Developer's cost and reasonably object to items (and locations of title exceptions) disclosed by such survey.

Prior to execution of the Agreement, the Developer shall submit to the City for its review and approval all organizational documents for the entities signing the documents (and, to the extent requested by City, information, certifications and/or documents relating to the ownership, control and signing authority of the direct and indirect owners, members or partners of each such entity).

DRAFT

ATTACHMENT NO. 3

SPECIFIC CITY TASKS

1. Within sixty (60) days after the Effective Date, City will commence an appraisal process of the fair market value of the Site from an MAI appraiser selected by City staff and will deliver a copy to Developer.
2. Within sixty (60) days of receiving an appraisal of the fair market value of the Site, Developer and City shall negotiate and attempt to agree on a purchase price.
3. Within fifteen (15) days after the City and Developer agree on a purchase price, City shall provide to Developer copies of all currently existing plans, studies and other written information regarding the Site in their possession, to the extent not previously delivered to Developer and to the extent material to the Project. Thereafter, the City shall promptly provide to Developer within ten (10) days after receipt thereof copies of all plans, studies and other written information material to the Project which are received by the City.
4. As soon as they are available, the City shall provide the Developer with copies of contracts entered into between the City and its consultants for the Project. Developer shall have the right to review and provide input to any and all consultant contracts prior to execution by the City.
5. Within three (3) months after the City and Developer agree on a purchase price, Developer and City staff shall determine the likely type and schedule for obtaining entitlements necessary for construction of the Project including, but not limited to, the Discretionary Permits.
6. City shall use good faith efforts to diligently prepare and process the required CEQA Documents. City agrees to submit a CEQA status report to the Developer monthly during the term of this ENA or as mutually determined by the Parties. Preparation and processing of CEQA Documents pursuant to this ENA shall not obligate the City to certify any CEQA document or to approve the Potential Project or any entitlement.
7. City shall provide an initial draft of the Agreement to Developer and shall thereafter revise the draft Agreement to the extent reasonably permitted by the Agreement negotiations.
8. No consents, approvals or comments by City staff shall diminish, affect or waive either: (i) rights of the City to later impose conditions and requirements under CEQA; (ii) the rights of the City not to approve the Agreement; (iii) the City's governmental rights, powers and obligations.

ATTACHMENT NO. 4

STAFF HOURLY RATES

[TO BE ATTACHED]

DRAFT