



## **AGENDA**

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

REGULAR MEETING  
440 HARCOURT AVE (COUNCIL CHAMBER)  
Thursday, May 7, 2026  
5:00 PM

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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. CONSENT AGENDA**

### **A. APPROVE AND FILE CITY CHECKS**

**RECOMMENDATION:** Approve and file the accounts payable and wired payments made during the period of March 21, 2026 through April 03, 2026, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period of April 02, 2026. Total Accounts Payable and Payroll for the above referenced period is \$2,349,079.52.

**B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS**

**RECOMMENDATION:** Approve and file the accounts payable and wired payments made during the period of March 21, 2026 through April 03, 2026, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period April 02, 2026. Total Accounts Payable and Payroll for the above referenced period is \$2,818.93.

**C. 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 MARCH 31, 2026**

**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 March 31, 2026.

**D. APPROVE A PROCLAMATION RECOGNIZING MAY 17-23, 2026 AS NATIONAL PUBLIC WORKS WEEK**

**RECOMMENDATION:** Approve proclamation.

**E. APPROVE A PROCLAMATION RECOGNIZING MAY 20, 2026, AS WORLD BEE DAY**

**RECOMMENDATION:** Approve proclamation.

**F. APPROVE A PROCLAMATION RECOGNIZING MAY 26, 2026, AS NATIONAL POPPY DAY**

**RECOMMENDATION:** Approve proclamation.

**G. APPROVE A PROCLAMATION RECOGNIZING MAY AS NATIONAL OLDER ADULTS MONTH**

**RECOMMENDATION:** Approve proclamation.

**H. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM PALENKE ARTS TO ASSIST WITH THE COSTS ASSOCIATED WITH EQUIPMENT AND SUPPLIES FOR A PHOTOGRAPHY PILOT PROGRAM AT THEIR TEEN ARTS CENTER**

**RECOMMENDATION:** Approve the request.

- I. APPROVE A FEE WAIVER REQUEST FROM MONTEREY SANATAN WOMEN'S CLUB INC. FOR THE USE OF SOPER COMMUNITY CENTER, ON MAY 23, 2026, FOR THEIR MONTEREY SANATAN WOMEN'S CULTURAL NIGHT IN THE AMOUNT OF \$414.75**

**RECOMMENDATION:** Approve the fee waiver.

- J. ADOPT A RESOLUTION APPROVING A MASTER FUNDING AGREEMENT WITH THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) FOR RECEIPT OF \$200,210.76 IN REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) FUNDS**

**RECOMMENDATION:** Approve the agreement.

- K. ADOPT A RESOLUTION ACCEPTING AN ANNUAL REPORT FOR THE SEASIDE HOUSING SUCCESSOR AGENCY FOR FISCAL YEARS 2013-2014 THROUGH 2024-2025**

**RECOMMENDATION:** Accept report.

- L. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT FOR AN INCREASE OF \$50,000.00 TO THE CONTRACTOR SERVICES AGREEMENT WITH PRECISION CONCRETE CUTTING FOR SIDEWALK INSPECTION AND RESTORATION SERVICES FOR AN AMOUNT NOT TO EXCEED \$105,000.00**

**RECOMMENDATION:** Approve amendment.

- M. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2026 AGREEMENT FOR COUNTYWIDE 9-1-1 EMERGENCY COMMUNICATIONS SERVICES AND GOVERNANCE WITH THE COUNTY OF MONTEREY AND PARTICIPATING AGENCIES**

**RECOMMENDATION:** Approve the amendment.

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

**RECOMMENDATION:** Authorize the use agreement.

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

**RECOMMENDATION:** Adopt the resolution and authorize a use agreement.

- P. APPROVE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATION FOR THE INSTALLATION OF RED CURB AND NO OVERNIGHT PARKING SIGNS AT 1925 DEL MONTE BLVD**

**RECOMMENDATION:** Approve TAC recommendation.

**Q. APPROVE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATION FOR THE INSTALLATION OF A SECOND DRIVEWAY 1945 LUZERN STREET**

**RECOMMENDATION:** Approve TAC recommendation.

**8. PUBLIC HEARING**

**A. ADOPT AN ORDINANCE TO AMEND SECTION 10.30.010 OF THE SEASIDE MUNICIPAL CODE TO AUTHORIZE THE DESIGNATION, MODIFICATION, AND REMOVAL OF ONE-WAY STREETS BY RESOLUTION (SECOND READING - ROLL CALL VOTE)**

**RECOMMENDATION:** Adopt the ordinance with proposed amendments.

**B. ADOPT A RESOLUTION APPROVING THE 2026-2027 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**RECOMMENDATION:** Adopt a Resolution (Attachment A) in order to:

1. Approve the FY 2026-2027 Annual Action Plan;
2. Authorize the City Manager, or the City Manager's designee, as the official representative to execute all required certifications, assurances, and subrecipient agreements associated with the FY 2026-2027 Annual Action Plan; and
3. Authorize the City Manager to submit the FY 2026-2027 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) on or before June 2, 2026.

**9. BUSINESS ITEMS**

**A. ADOPT A RESOLUTION TO APPROVE A DENSITY BONUS AND INCLUSIONARY HOUSING AGREEMENT WITH KB BAKEWELL SEASIDE VENTURE II, LLC AND GREATER VICTORY TEMPLE CHURCH OF GOD IN CHRIST TO DESIGNATE 21 NEW UNITS AS AFFORDABLE TO VERY-LOW-INCOME HOUSEHOLDS AT 1620 BROADWAY AVENUE**

**RECOMMENDATION:** Adopt the attached Resolution approving a Density Bonus and Inclusionary Housing Agreement

**B. ADOPT A RESOLUTION APPROVING THE RECOMMENDATION FROM REGEN MONTEREY TO INITIATE A COMPETITIVE REQUEST FOR PROPOSAL (RFP) PROCESS FOR SOLID WASTE, RECYCLING, AND ORGANICS COLLECTION SERVICES, ALLOWING GREENWASTE RECOVERY, LLC (GREENWASTE) AND OTHER SERVICE PROVIDERS TO COMPETE FOR THE FRANCHISE**

**RECOMMENDATION:** Initiate a competitive RFP process for solid waste, recycling, and organics collection services.

**C. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE 2025 ON-CALL LANDSCAPE ARCHITECTURE AND SITE DESIGN CONTRACT WITH BFS LANDSCAPE ARCHITECTS TO INCREASE THE TASK ORDER LIMIT FROM \$75,000.00 TO \$300,000.00 FOR DESIGN SERVICES RELATED TO THE LAGUNA GRANDE TRAILS PROJECT AND APPROPRIATE \$250,000.00 FROM THE GENERAL FUND TO THE LAGUNA GRANDE RECREATION TRAIL PROGRAM PROJECT**

**RECOMMENDATION:** Authorize Amendment No. 1 to the BFS Landscape Architects agreement and appropriate \$250,000.00 from the General Fund for the Laguna Grande Recreation Trail Program Project.

**D. STRATEGIC PLAN QUARTER THREE REPORT AND FY 2026-2027 PRIORITY UPDATES**

**RECOMMENDATION:** Receive the Strategic Plan Quarter Three progress update, review and provide feedback on the proposed FY 2026–2027 priority updates, and direct staff to return with a final Strategic Plan priority update for consideration with the FY 2026–2027 Budget in June 2026.

**10. COUNCIL MEMBER REQUESTS**

**A. NEW COUNCIL MEMBER REQUESTS**

**B. FOLLOW UP ON PREVIOUS REQUESTS**

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

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

**12. CLOSED SESSION**

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

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

Monterey County Superior Court Case No. 24CV003912

Case Name: Fontes v. City of Seaside

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

Property: Campus Town Phase 2 property commonly located east of General Jim Moore Blvd and West of 7th Avenue and bounded on the north by Colonel Durham and the south by Gigling Road

Agency Negotiators: City Manager and City Attorney

Negotiating Parties: City of Seaside and KB Bakewell Seaside Venture II

Under Negotiation: Price, Terms of Payment, or both

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

**RECOMMENDATION:** Property: APN 011-301-028 as corrected by Surveyor's Correction 20244046961 commonly referred to the southern pacific railway corridor and generally located between Olympia Boulevard and Canyon Del Rey

Negotiators: City Manager and City Attorney

Negotiating Parties: City of Sand City and City of Seaside

Under Negotiation: Price, Terms or Both

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

Two potential matters

**13. ADJOURNMENT**

Next Regularly Scheduled Meeting:

May 21, 2026

5:00 p.m.

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

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

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



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.A.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

**BY:** Corryn Bennett, Accountant II

**DATE:** May 7, 2026

**SUBJECT: APPROVE AND FILE CITY CHECKS**

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**RECOMMENDATION**

Approve and file the accounts payable and wired payments made during the period of March 21, 2026 through April 03, 2026, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period of April 02, 2026. Total Accounts Payable and Payroll for the above referenced period is \$2,349,079.52.

**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:

- \$28,768.56 to CALIFORNIA-AMERICAN WATER for Multiple City water accounts under Cal-Am Water 02/21/26-03/30/26. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$30,000.00 to FLOCK GROUP, INC. for (10) License plate reader cameras renewal fee for fiscal year 2026-2027.

- \$15,187.50 to 1582 MEDICAL CORPORATION for Payment for NFPA 1582 physical exams for 25 firefighters.
- \$225,910.00 to JMS CEMENT CONTRACTORS INC for Professional construction services progress payment #5 and change order #1 for Eucalyptus Road infiltration unit repair project.
- \$58,094.00 to VILLAGE PROJECT INC. for BSCC-Prop 47 Grant invoices for the period of January 2026.
- \$31,436.98 to CES HOLDINGS, LLC for Replacement pool cover for Pattullo Swim Center pool.
- \$11,658.75 to PAVEMENT ENGINEERING, INC. for On Call Traffic Pavement Management Support Design and Inspection Services through February 2026.
- \$10,665.99 to MOTOROLA SOLUTIONS, INC. for Purchase of (1) mobile radio for Police Department.
- \$12,696.85 to RRM DESIGN GROUP for Professional architectural and engineering services for Fire Station 2 for the period of February 2026.

The Net Payroll and Payroll benefits total was \$1,480,607.90.

The remaining checks, totaling \$444,052.99, include payments to vendors for operating expenditures.

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

**FISCAL IMPACT**

There are no additional fiscal impacts.

**STRATEGIC PRIORITY**

Effective Accessible Governance

**ATTACHMENTS**

None

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Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.B.**

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

**FROM:** Greg McDanel, City Manager

**BY:** Corryn Bennett, Accountant II

**DATE:** May 7, 2026

**SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS**

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**RECOMMENDATION**

Approve and file the accounts payable and wired payments made during the period of March 21, 2026 through April 03, 2026, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period April 02, 2026. Total Accounts Payable and Payroll for the above referenced period is \$2,818.93.

**BACKGROUND**

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

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

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

- No checks exceeded \$10,000.

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

**FISCAL IMPACT**

There are no additional fiscal impacts.

**STRATEGIC PRIORITY**

Effective Accessible Governance

**ATTACHMENTS**

None

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Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.C.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

**BY:** Corryn Bennett, Accountant II

**DATE:** May 7, 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 MARCH 31, 2026**

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**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 March 31, 2026.

**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 3rd quarter beginning January 1, 2026 and ending March 31, 2026.

The March 31, 2026 report shows that approximately 98.7% of the portfolio is City of Seaside funds and 1.3% is Successor Agency Funds. 46% 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 - 3Q quarter ended 03-31-2025
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Reviewed for Submission to the City Council by:



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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.

Official website of the State of California



State of California  
Office of the  
State Treasurer

# LAIF Quarterly Apportionment Rates

	March	June	September	December
<b>2026</b>	3.98			
<b>2025</b>	4.48	4.40	4.34	4.20
<b>2024</b>	4.30	4.55	4.71	4.62
<b>2023</b>	2.74	3.15*	3.59	4.00
<b>2022</b>	0.32	0.75	1.35	2.07
<b>2021</b>	0.44	0.33	0.24	0.23
<b>2020</b>	2.03	1.47*	0.84	0.63
<b>2019</b>	2.55	2.57	2.45	2.29
<b>2018</b>	1.51	1.90	2.16	2.40
<b>2017</b>	0.78	0.92	1.07	1.20
<b>2016</b>	0.46	0.55	0.60	0.68
<b>2015</b>	0.26	0.28	0.32	0.37
<b>2014</b>	0.23	0.22	0.24	0.25
<b>2013</b>	0.28	0.24	0.26	0.26

	March	June	September	December
<b>2012</b>	0.38	0.36	0.35	0.32
<b>2011</b>	0.51	0.48	0.38	0.38
<b>2010</b>	0.56	0.56	0.51	0.46
<b>2009</b>	1.91	1.51	0.90	0.60
<b>2008</b>	4.18	3.11	2.77	2.54
<b>2007</b>	5.17	5.23	5.24	4.96
<b>2006</b>	4.03	4.53	4.93	5.11
<b>2005</b>	2.38	2.85	3.18	3.63
<b>2004</b>	1.47	1.44	1.67	2.00
<b>2003</b>	1.98	1.77	1.63	1.56
<b>2002</b>	2.96	2.75	2.63	2.31
<b>2001</b>	6.16	5.32	4.47	3.52
<b>2000</b>	5.80	6.18	6.47	6.52
<b>1999</b>	5.19	5.08	5.21	5.49
<b>1998</b>	5.70	5.66	5.64	5.46
<b>1997</b>	5.56	5.63	5.68	5.71
<b>1996</b>	5.62	5.52	5.57	5.58
<b>1995</b>	5.76	5.98	5.89	5.76
<b>1994</b>	4.25	4.45	4.96	5.37

	March	June	September	December
<b>1993</b>	4.64	4.51	4.44	4.36
<b>1992</b>	5.87	5.45	4.97	4.67
<b>1991</b>	7.97	7.38	7.00	6.52
<b>1990</b>	8.52	8.50	8.39	8.27
<b>1989</b>	8.76	9.13	8.87	8.68
<b>1988</b>	8.01	7.87	8.20	8.45
<b>1987</b>	7.24	7.21	7.54	7.97
<b>1986</b>	9.09	8.39	7.81	7.48
<b>1985</b>	10.32	9.98	9.54	9.43
<b>1984</b>	10.32	10.88	11.53	11.41
<b>1983</b>	9.87	9.64	10.04	10.18
<b>1982</b>	11.82	11.99	11.74	10.71
<b>1981</b>	11.23	11.68	12.40	11.91
<b>1980</b>	11.11	11.54	10.01	10.47
<b>1979</b>	8.81	9.10	9.26	10.06
<b>1978</b>	6.97	7.35	7.86	8.32
<b>1977</b>	5.68	5.78	5.84	6.45

\*Revised



# PMIA/LAIF Performance Report as of 04/22/26



## Quarterly Performance Quarter Ended 03/31/26

LAIF Apportionment Rate <sup>(2)</sup> :	3.98
LAIF Earnings Ratio <sup>(2)</sup> :	0.00010906180047888
LAIF Administrative Cost <sup>(1)*</sup> :	0.24
LAIF Fair Value Factor <sup>(1)</sup> :	0.999980831
PMIA Daily <sup>(1)</sup> :	3.82
PMIA Quarter to Date <sup>(1)</sup> :	3.92
PMIA Average Life <sup>(1)</sup> :	261

## PMIA Average Monthly Effective Yields<sup>(1)</sup>

<b>March</b>	<b>3.826</b>
February	3.871
January	3.931
December	4.025
November	4.096
October	4.150

## Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 03/31/26 \$165.3 billion

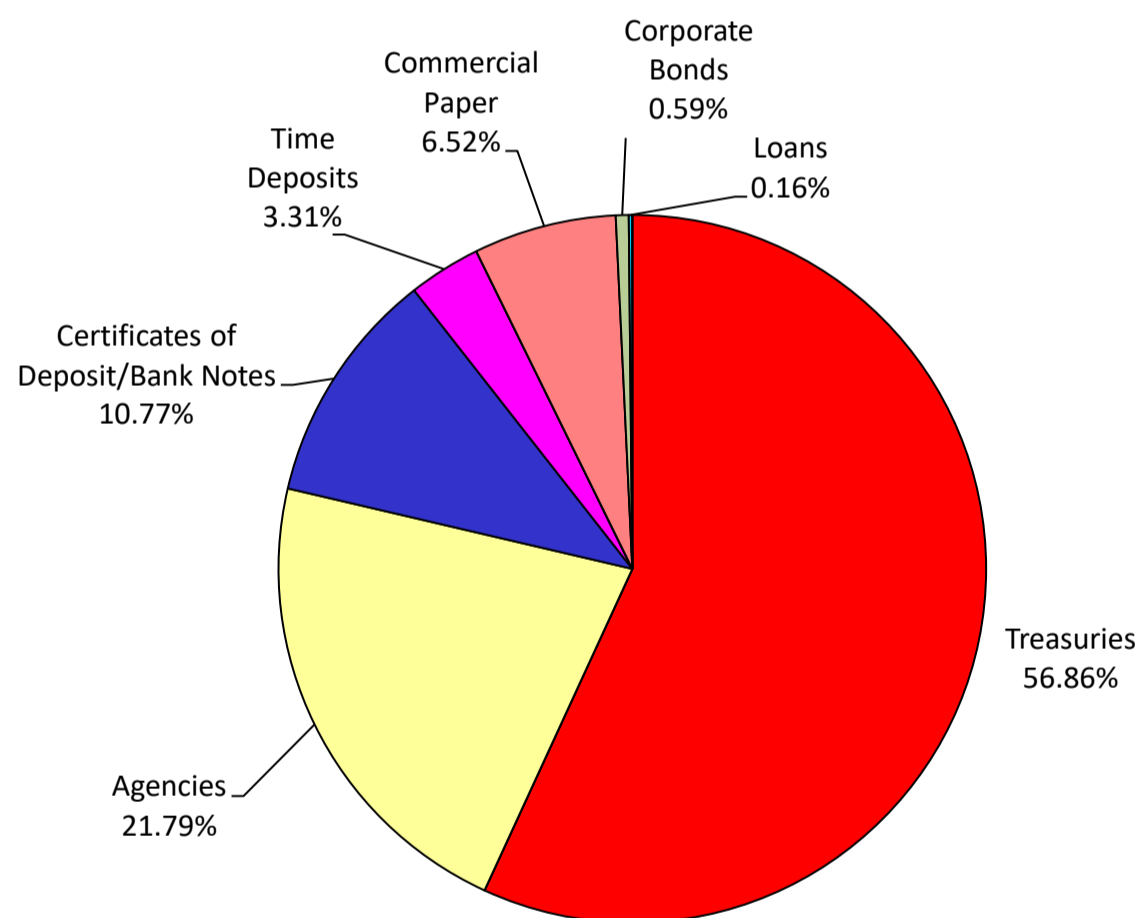


Chart does not include \$829,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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:

<sup>(1)</sup> State of California, Office of the Treasurer

<sup>(2)</sup> State of California, Office of the Controller

CITY OF SEASIDE and THE SUCCESSOR AGENCY  
SUMMARY OF POOLED CASH AND INVESTMENTS  
AS OF MARCH 31, 2026

DESCRIPTION	INSTITUTION	VALUATION	AMOUNT
LAIF - City Funds	State Treasurer	Market	\$ 20,836,050.51
General Checking	BMO	Market	\$ 10,158,188.04
Money Market	BMO	Market	\$ 3,836,156.85
Safe Keeping	BMO	Market	\$ 5,003,607.99
2022 Lease Escrow Account	Webster Bank	Market	\$ 10,124.60
PARS Retirement Account	US Bank	Market	\$ 58,063.18
PARS 115 Trust	PARS	Market	\$ 4,642,957.10
York Tail Claims	Bank of America	Market	\$ -
Bond 2018 Cutino Reserve account	US Bank	Market	\$ 318,998.36
Bond 2018 Measure X Reserve account	US Bank	Market	\$ 464,328.33
Bond 2014 Reserve account	US Bank	Market	\$ 411.44
Bond 2006 Reserve & Installment accounts	US Bank	Market	\$ 339,489.70
Pension Obligation Bond Program Reserve account	Wells Fargo Bank	Market	\$ -
	Total		<u><u>\$ 45,668,376.10</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,

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Greg McDanel  
City Manager

CITY OF SEASIDE and THE SUCCESSOR AGENCY  
 SUMMARY OF POOLED CASH AND INVESTMENTS  
 AS OF MARCH 31, 2026

	Yield	Book Value	% of Total	Market Value
<u>Investments</u>				
State Treasurer LAIF - City Account	2.33%	20,836,050.51	45.66%	20,836,050.51
<u>Checking Account</u>				
BMO - General Checking	0.00%	10,158,188.04	22.26%	10,158,188.04
BMO - Money Market	1.37%	3,836,156.85	8.41%	3,836,156.85
BMO - Safe Keeping	0.00%	4,973,000.00	10.90%	5,003,607.99
Webster Bank - 2022 Lease	0.03%	10,124.60	0.02%	10,124.60
PARS Retirement Account	1.76%	58,063.18	0.13%	58,063.18
PARS 115 Trust	6.89%	4,642,957.10	10.17%	4,642,957.10
Bank of America-York Checking	0.00%	-	0.00%	-
<u>US Bank - Cutino Revenue 2018 Bonds</u>				
Installment Payment, Reserve	0.00%	318,998.36	0.70%	318,998.36
<u>US Bank - Measure X Revenue 2018 Bonds</u>				
Installment Payment, Reserve	0.00%	464,328.33	1.02%	464,328.33
<u>US Bank - Redevelopment Agency Merged Area Refunding 2014 Bonds</u>				
Installment Payment, Reserve	18.65%	411.44	0.00%	411.44
<u>US Bank - Golf Course 2006 Bonds</u>				
Installment Payment, Reserve	0.00%	339,489.70	0.74%	339,489.70
<u>Wells Fargo Bank</u>				
Pension Obligation Bond Program Reserve Account	0.00%	-	0.00%	-
Total Cash and Investments		<u>45,637,768.11</u>	<u>100.00%</u>	<u>45,668,376.10</u>

CITY OF SEASIDE and THE SUCCESSOR AGENCY  
 CASH AND INVESTMENT ACTIVITY REPORT FOR THE PERIOD  
 JANUARY 1, 2026 THROUGH MARCH 31, 2026

<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>
<b>INVESTMENTS</b>						
LAIF - City	OPEN	\$ 20,598,062.65	-	-	237,987.86	\$ 20,836,050.51
<b>CHECKING ACCOUNT</b>						
BMO - General Checking	OPEN	\$ 15,521,276.94	10,876,884.61	16,239,973.51		\$ 10,158,188.04
BMO - Payroll Checking	OPEN	\$ -	8,713,066.09	8,713,066.09		\$ -
BMO - Money Market	OPEN	\$ 3,810,271.72	-	10.00	25,895.13	\$ 3,836,156.85
BMO - Athens Tail Claims	OPEN	\$ -	5,647.67	5,647.67	-	\$ -
BMO - Safe Keeping	OPEN	\$ 4,973,000.00	-	-	-	\$ 4,973,000.00
Webster Bank - 2022 Lease	OPEN	\$ 10,123.30	96.00	96.00	1.30	\$ 10,124.60
PARS Retirement Account	OPEN	\$ 39,777.48	23,160.00	5,300.76	426.46	\$ 58,063.18
PARS 115 Trust	OPEN	\$ 4,681,123.73	-	192,239.85	154,073.22	\$ 4,642,957.10
Bank of America York Tail Claims	OPEN	\$ -	-	-	-	\$ -
<b><i>BOND RESERVE ACCOUNT - HELD BY TRUSTEES</i></b>						
Bond 2018 Cutino Accounts - Reserve, Interest	OPEN	\$ 16,563.77	302,434.39	-	0.20	\$ 318,998.36
Bond 2018 Meas X Accounts - Reserve, Interest	OPEN	\$ 3.32	464,325.01	-	-	\$ 464,328.33
Bond 2014 Accounts - Reserve, Interest	OPEN	\$ 378.39	20,756.25	20,756.25	33.05	\$ 411.44
Bond 2006 Accounts - Reserve, Installment	OPEN	\$ 339,485.47	95,409.01	95,409.01	4.23	\$ 339,489.70
Wells F Pension Obligation Bond Prog-Reserve Acct.	OPEN	\$ -	-	-	-	\$ -
		<b>\$ 49,990,066.77</b>	<b>20,501,779.03</b>	<b>25,272,499.14</b>	<b>418,421.45</b>	<b>\$ 45,637,768.11</b>

CITY OF SEASIDE and THE SUCCESSOR AGENCY  
 SUMMARY OF SECURITIES HELD  
 AS OF MARCH 31, 2026

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	\$ 249,711.20	\$ 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	\$ 250,564.32	\$ 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	\$ 249,058.96	\$ 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	\$ 253,086.48	\$ 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	\$ 249,963.63	\$ 249,000.00	
Certificates of Deposit	20825WET3	CONNEXUS CREDIT UNION CERTIFICATE OF DEPOSIT M 04/02/26 4.000% D 10/02/25	10/2/2025	4/2/2026	\$ 249,000.00	\$ 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	\$ 248,853.09	\$ 249,000.00	
Certificates of Deposit	25844MCR7	DORT FINANCIAL CREDIT CERTIFICATE OF DEPOSIT M 06/20/28 3.750% D 12/18/25	12/18/2025	6/20/2028	\$ 249,352.50	\$ 250,000.00	
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	\$ 246,559.80	\$ 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	\$ 248,305.04	\$ 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	\$ 250,912.32	\$ 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	\$ 248,148.42	\$ 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	\$ 250,718.10	\$ 249,000.00	
Certificates of Deposit	67885MAV2	OKLAHOMA EDUCATORS CERTIFICATE OF DEPOSIT M 12/13/27 3.700% D 12/12/25	12/12/2025	12/13/2027	\$ 249,310.00	\$ 250,000.00	
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	\$ 248,755.98	\$ 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	\$ 254,611.68	\$ 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	\$ 249,113.52	\$ 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	\$ 252,744.24	\$ 248,000.00	
Certificates of Deposit	960576AD8	WESTMARK CREDIT UNION CERTIFICATE OF DEPOSIT M 09/30/26 3.800% D 09/30/25	9/30/2025	9/30/2026	\$ 248,858.07	\$ 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	\$ 255,980.64	\$ 248,000.00	
					Total	\$ 5,003,607.99	\$ 4,973,000.00



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.D.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

**BY:** Dominique Davis, City Clerk

**DATE:** May 7, 2026

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING MAY 17-23, 2026  
AS NATIONAL PUBLIC WORKS WEEK**

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**RECOMMENDATION**

Approve proclamation.

**BACKGROUND**

The proposed proclamation recognizes National Public Works Week and honors the essential contributions of public works professionals who support the City's infrastructure, environmental sustainability, and overall quality of life. This annual recognition aligns with national efforts led by the American Public Works Association and provides an opportunity to acknowledge the critical services delivered by the City's Public Works Department.

**BACKGROUND**

National Public Works Week is observed annually across the United States to celebrate the professionals who design, build, manage, and maintain the infrastructure that supports daily life. The 2026 observance marks the 66th annual National Public Works Week, highlighting the continued importance of public works services in sustaining safe, resilient, and thriving communities.

Public works professionals play a vital role in maintaining transportation systems, water and wastewater infrastructure, public facilities, and environmental services that directly impact public health, safety, and welfare.

**DISCUSSION**

The City of Seaside’s Public Works Department is integral to the delivery of core municipal services and the advancement of the City’s Strategic Plan. Their work ensures that infrastructure systems operate efficiently and that the community remains safe, clean, and functional.

This proclamation serves as both recognition and education—highlighting the often behind-the-scenes work of public works professionals while encouraging community awareness and appreciation. It also reinforces the City’s commitment to investing in infrastructure and supporting the workforce that sustains it.

Observing National Public Works Week provides an opportunity for the City to join communities nationwide in acknowledging the dedication and expertise of public works employees across all levels of government and the private sector.

**FISCAL IMPACT**

None.

**STRATEGIC PRIORITY**

Diverse and Inclusive Community

**ATTACHMENTS**

- 1. 2026 Public Works Week Proclamation

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Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager

City of Seaside  
PROCLAMATION



**National Public Works Week**  
**May 17 – 23, 2026**

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

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

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

**WHEREAS**, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association,

**NOW THEREFORE, BE IT PROCLAIMED**, that I, the Honorable Ian N. Oglesby, Mayor of the City of Seaside, do hereby proclaim the week May 17-23, 2026 as National Public Works Week; and I urge all our people to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

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Ian N. Oglesby, Mayor  
May 7, 2026



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.E.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

**BY:** Dominique Davis, City Clerk

**DATE:** May 7, 2026

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING MAY 20, 2026, AS  
WORLD BEE DAY**

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**RECOMMENDATION**

Approve proclamation.

**BACKGROUND**

The proposed proclamation recognizes World Bee Day and highlights the essential role of bees and other pollinators in supporting ecosystems, agriculture, and food security. This recognition aligns with global efforts to raise awareness about pollinator health and encourages community engagement in environmental stewardship.

**BACKGROUND**

World Bee Day is observed annually on May 20 following its designation by the United Nations to bring attention to the importance of pollinators and the challenges they face. Bees and other pollinators are vital to the health of ecosystems and contribute significantly to the production of food crops worldwide.

Pollinators are responsible for the reproduction of a large percentage of flowering plants and play a key role in maintaining biodiversity. However, declining pollinator populations have raised concerns globally due to environmental stressors such as habitat loss, climate change, and pesticide exposure.

**DISCUSSION**

Recognizing World Bee Day provides an opportunity for the City of Seaside to reinforce

its commitment to sustainability and environmental awareness. The proclamation serves as both a symbolic and educational initiative, encouraging residents to adopt pollinator-friendly practices.

Simple actions—such as planting native vegetation, supporting local conservation efforts, and reducing chemical pesticide use—can collectively contribute to the protection of pollinators and the ecosystems they sustain.

This recognition also aligns with broader environmental goals by promoting biodiversity, supporting local agriculture, and enhancing community awareness around sustainability practices.

**FISCAL IMPACT**

None.

**STRATEGIC PRIORITY**

Diverse and Inclusive Community

**ATTACHMENTS**

1. Proclamation
- 

Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager

# City of Seaside PROCLAMATION



## World Bee Day May 20, 2026

**WHEREAS**, bees and other pollinators play a critical role in sustaining ecosystems and are responsible for pollinating approximately one-third of the food we consume, contributing significantly to global food security and biodiversity; and

**WHEREAS**, pollinators are essential to the reproduction of many plants, including fruits, vegetables, nuts, and seeds, directly impacting agricultural productivity and environmental health; and

**WHEREAS**, the health of bee populations has been increasingly threatened by habitat loss, climate change, pesticide use, and environmental pollution, posing risks to ecosystems and human well-being; and

**WHEREAS**, World Bee Day was established by the United Nations to raise awareness of the importance of pollinators, the threats they face, and their contribution to sustainable development; and

**WHEREAS**, the City of Seaside is committed to environmental stewardship, sustainability, and community education, and recognizes the importance of protecting pollinators through responsible practices and public awareness; and

**WHEREAS**, World Bee Day provides an opportunity to encourage residents, businesses, and community organizations to support pollinator-friendly practices such as planting native flowers, reducing pesticide use, and protecting natural habitats;

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, the Honorable Ian N. Oglesby, Mayor of the City of Seaside, do hereby proclaim May 20, 2026, as World Bee Day in the City of Seaside, and urge all residents to recognize the vital role of bees and other pollinators and to take meaningful actions to support their protection and preservation.

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Ian N. Oglesby, Mayor  
May 7, 2026



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.F.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

**BY:** Dominique Davis, City Clerk

**DATE:** May 7, 2026

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING MAY 26, 2026, AS  
NATIONAL POPPY DAY**

---

**RECOMMENDATION**

Approve proclamation.

**BACKGROUND**

The proposed proclamation recognizes National Poppy Day and honors the service and sacrifice of United States military members who have died in the line of duty. The observance provides an opportunity for the community to reflect, remember, and show appreciation for veterans and active-duty service members.

**BACKGROUND**

National Poppy Day is observed annually in the United States to commemorate those who lost their lives in military service. The red poppy became a symbol of remembrance following World War I, inspired by the poem "In Flanders Fields," which described poppies growing among the graves of fallen soldiers.

The American Legion Auxiliary has played a key role in promoting the poppy as a symbol of remembrance, distributing handmade poppies and raising funds to support veterans, military families, and rehabilitation programs.

**DISCUSSION**

Recognizing National Poppy Day allows the City of Seaside to formally honor the sacrifices made by members of the Armed Forces while reinforcing the community's

commitment to supporting veterans and their families.

The proclamation serves as a meaningful reminder of the cost of freedom and the importance of preserving the stories and legacy of those who served. It also encourages civic participation through symbolic acts such as wearing a red poppy and engaging in remembrance activities.

This recognition aligns with the City’s values of respect, service, and community connection, and provides an opportunity to uplift and support local veterans’ organizations and initiatives.

**FISCAL IMPACT**

None.

**STRATEGIC PRIORITY**

Diverse and Inclusive Community

**ATTACHMENTS**

- 1. Proclamation

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Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager

# City of Seaside PROCLAMATION



## National Poppy Day May 26, 2026

**WHEREAS**, the red poppy has become an internationally recognized symbol of remembrance for those who have died in military service, inspired by the fields of poppies that grew among the battlefields of World War I; and

**WHEREAS**, the poppy came to symbolize the sacrifices of service members through the enduring legacy of the poem "In Flanders Fields" by Lieutenant Colonel John McCrae; and

**WHEREAS**, National Poppy Day is observed annually to honor and remember the men and women who have served and sacrificed in all branches of the United States Armed Forces; and

**WHEREAS**, organizations such as the American Legion Auxiliary distribute poppies as a symbol of remembrance, with proceeds supporting veterans, active-duty service members, and their families; and

**WHEREAS**, the City of Seaside is proud to recognize the courage, service, and sacrifice of military personnel and veterans, and acknowledges the importance of preserving their legacy for future generations; and

**WHEREAS**, National Poppy Day provides an opportunity for residents to pause, reflect, and show appreciation for those who have given their lives in defense of our nation;

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, the Honorable Ian N. Oglesby, Mayor of the City of Seaside, do hereby proclaim May 26, 2026, as National Poppy Day in the City of Seaside, and urge all residents to wear a red poppy as a visible act of gratitude and remembrance, and to honor the service and sacrifice of our nation's heroes.

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Ian N. Oglesby, Mayor  
May 7, 2026



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.G.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

**BY:** Kee Hyon Higgins, Recreation Superintendent

**DATE:** May 7, 2026

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING MAY AS NATIONAL OLDER ADULTS MONTH**

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**RECOMMENDATION**

Approve proclamation.

**BACKGROUND**

Older adults are a vital part of the Seaside community and have made lasting contributions to the city's social, economic, and cultural development. Nationally, the month of May is recognized as Older Americans Month, a time dedicated to acknowledging the contributions of older adults and promoting opportunities for healthy aging, community engagement, and inclusion.

The City of Seaside supports programs and services that enhance the quality of life for older adults, encouraging independence, dignity, and active participation in the community.

Designating May as Older Adults Month provides an opportunity for the City to formally recognize and celebrate the important role older adults play in the community. This proclamation aligns with national efforts to promote awareness around aging, health, and wellness, and supports the City's commitment to inclusive programming for residents of all ages.

Through this recognition, the City encourages community members, organizations, and

businesses to engage in activities and initiatives that support older adults and foster a more inclusive and age-friendly community.

**FISCAL IMPACT**

None.

**STRATEGIC PRIORITY**

Diverse and Inclusive Community

**ATTACHMENTS**

- 1. Proclamation

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Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager

# City of Seaside PROCLAMATION



## Older Adults Month May, 2026

**WHEREAS**, older adults are valued members of the Seaside community who have contributed significantly to the social, economic, and cultural vitality of the city; and

**WHEREAS**, the City of Seaside recognizes the importance of supporting older adults in maintaining independence, dignity, and quality of life; and

**WHEREAS**, communities benefit when people of all ages, abilities, and backgrounds are included and empowered to participate fully in civic life; and

**WHEREAS**, the month of May is nationally recognized as Older Americans Month, a time to acknowledge the contributions of older adults and to highlight the importance of community engagement, health, and wellness; and

**WHEREAS**, the City of Seaside encourages residents to honor and support older adults through programs, services, and activities that promote active aging and inclusion.

**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 declare the month of May 2026 as **Older Adults Month** in the City of Seaside.

**BE IT FURTHER PROCLAIMED** that the City Council encourages all residents, community organizations, and businesses to recognize and celebrate the contributions of older adults and to participate in activities that promote their well-being and inclusion.

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Ian N. Oglesby, Mayor  
May 7, 2026



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.H.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

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

**DATE:** May 7, 2026

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM PALENKE ARTS TO ASSIST WITH THE COSTS ASSOCIATED WITH EQUIPMENT AND SUPPLIES FOR A PHOTOGRAPHY PILOT PROGRAM AT THEIR TEEN ARTS CENTER**

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**RECOMMENDATION**

Approve the request.

**BACKGROUND**

Palenke Arts is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to assist with the costs associated with equipment and supplies for their pilot program for Photography at their Teen Arts Center. Their program aims at promoting artistic expression and environmental sustainability among the youth of Seaside. The workshops will focus on how teens perceive their communities through storytelling elements, explore the concept of sustainability, and encourage participants to reframe the narrative of what it means to be influenced by their environment. Students will have the opportunity to take part in photo walks, engaging with their community through an artistic lens that captures significant moments. They will also address the question of what environmental justice and sustainability mean through the medium of photography. They will have a gallery featuring the students' work and activities rooted in sustainability, such as the creation of upcycled journals with recycled paper or materials and pinhole photography using cardboard boxes.

Benefits to the Community of Seaside:

- The City of Seaside will receive a formal collection of Seaside's sustainable landscape, captured through the eyes of youth, for use in installations, promotional materials, and other municipal needs (with credit to the individual youth photographers).
- Students will capture community parks to add to the conversation on why it is important to have parks that have shaped their experiences. These findings and recommendations will be shared with the City of Seaside.
- Cultivating youth leadership and empowerment through the photography storytelling project enables students to build professional portfolios and gain experience as local event photographers, significantly amplifying their agency and autonomous community investment.
- By taking the lead in planning and implementing the culminating gallery, students will cultivate their project management, outreach/marketing, and facilitation skills, preparing them to successfully execute more intentional and structured community events in Seaside.
- Establish an accessible (Spanish/English and visual) platform that allows Seaside Youth to use the arts to influence their community, with the gallery serving as a bridge to the larger public.

Palenke Arts estimated program budget:

- Frames, signage, printing materials for promotion, food/refreshments for the event — \$162.00
- 3 Cameras (Panasonic LUMIX G7 Mirrorless Camera with 14-42mm f/3.3-5.6 and 45-150mm f/4-5.6 Lens Kit (Silver) — \$2,400.00
- 3 Memory Cards — \$138.00
- Printing Photographs for photo Exhibits — \$300.00

Based on the information in the application, the request meets the following criteria for the Mayor's Youth Fund Policy:

- Palenke Arts is a non-profit organization based in Seaside.
- They serve 77% of Seaside youth ages 7–19.
- Their program contributes to environmental sustainability and climate resilience.
- Their program has a municipal community benefit.

They received their last donation at the December 3, 2020, City Council Meeting. They submitted their 2020 Mayor's Youth Fund Closing report within the 60-day time frame.

## **FISCAL IMPACT**

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance of the Mayor's Youth Fund account (601-2106) is \$14,122.20. If the City Council approves this request, the balance will decrease to \$11,122.20. This is for fiscal year 2025/26.

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

**STRATEGIC PRIORITY**

Diverse and Inclusive Community

**ATTACHMENTS**

1. MYF\_Palenke Arts Request\_2026
2. Palenke Arts - 501(c)(3)
3. Mayor's Youth Fund Closing Report - Palenke Arts 2020

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Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager



MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: Palenke Arts

Name of Applicant: Juan L. Sanchez

Address: 1713 Broadway Ave City: Seaside State: CA

Phone: 831-718-0371 Email: info@palenkearts.org

Number of Participants: 165 Seaside Residents / Students: 77% % Ages: 7 - 19

CRITERIA:

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

- Scholastic Athletic Music Environmental Art Other

Is funding a reward for one of these activities? No Yes

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

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

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

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



Please see attachment.

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

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

Please see attachment.

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

Please see attachment.

Total Amount Requested: (See contribution limits) \$ 3,000

Applicant Signature:  \_\_\_\_\_

Date: 3/4/2026

**School-affiliated requests require district approval:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
School/District: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## Palenke Arts - Mayor's Youth Fund Application

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

*The funding will support our extended pilot program for Photography at the Teen Arts Center, aimed at promoting artistic expression and environmental sustainability among the youth of Seaside. These workshops will focus on how teens perceive their communities through storytelling elements, explore the concept of sustainability, and encourage participants to reframe the narrative of what it means to be influenced by their environment. Additionally, students will have the opportunity to take part in photo walks, engaging with their community through an artistic lens that captures significant moments. They will also address the question of what environmental justice and sustainability means through the medium of photography.*

*Besides empowering students to use professional photography equipment, the workshop series will also include exploring sustainable materials such as pinhole photography using cardboard boxes. After the culminating gallery/community exhibit the City of Seaside will have access to student photographs and exhibit materials to display and use as needed.*

### 2. Description of how the funds will be specifically used for youth groups' activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:\*

*The fund will specifically support youth artistic expression through the Photography workshops, which have a clear nexus to the goals of ensuring a healthy environment. Through photo walks at local parks, beaches, and significant locations within the City of Seaside, students will artistically/visually express their perceptions of their community, focusing on sustainability and environmental justice. This series will culminate with a gallery featuring student work and activities rooted in sustainability, such as the creation of upcycled journals with recycled paper/materials and pinhole photography using cardboard boxes.*

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

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

*Through the Photography workshop series and gallery, students will have the opportunity to showcase existing sustainability resilience in the community of Seaside and to highlight the areas that need more attention. This is a unique opportunity for youth to tell the story of Seaside's resiliency efforts and to empower them to take action. The gallery*

*will invite community members and – through targeted outreach – other youth to participate in the conversation around sustainability and awareness of environmental justice in the community. The call to action to the community and audience will be around - what happens next? The group will facilitate and compile recommendations that can be presented to City Leaders at the end of the project.*

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

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

*Benefits to the Community of Seaside:*

- *The City of Seaside will receive a formal collection of Seaside's sustainability landscape, captured through the eyes of youth, for use in installations, promotional materials, and other municipal needs (with credit to the individual youth photographers).*
- *Students will capture community parks to add to the conversation on why it is important to have green spaces, who has access to them in their communities, and how parks have shaped their lived experiences. These findings and recommendations will be shared with the City of Seaside.*
- *Cultivating youth leadership and empowerment through the photography storytelling project enables students to build professional portfolios and gain experience as local event photographers, significantly amplifying their agency and autonomous community investment.*
- *By taking the lead in planning and implementing the culminating gallery, students will cultivate their project management, outreach/marketing, and facilitation skills, preparing them to successfully execute more intentional and structured community events in Seaside.*
- *Establish an accessible (Spanish/English and visual) platform that allows Seaside Youth to use the arts to influence their community, with the gallery serving as a bridge to the larger public.*

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

*Palenke Arts secures funding through a diversified strategy, including grants from government agencies and foundations. This approach helps supplement our community events, such as this new Photography workshop at the Palenke Arts Teen Arts Center, and we hope to make these experiences free for the community. The funds from this request, along with donations and sponsorships, will support our programming and outreach.*

Total Amount Requested: \$3000 (see budget breakdown below).

Category	Amount (USD)
Supplies for Photo Exhibit/Gallery & for sustainable photography workshops & upcycled journals <ul style="list-style-type: none"> <li>• Frames, signage, printing materials for promotion, food/refreshments for event</li> </ul>	\$162
Equipment <ul style="list-style-type: none"> <li>• 3 Cameras (Panasonic LUMIX G7 Mirrorless Camera with 14-42mm f/ 3.3-5.6 and 45-150mm f/4-5.6 Lenses Kit (Silver) = ~\$2400</li> <li>• 3 Memory Cards = ~\$138</li> </ul>	~\$2538
Printing Photographs for Photo Exhibit	\$ 300
<b>Total Amount Requested</b>	<b>\$3000</b>

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

DEPARTMENT OF THE TREASURY

Date: **JAN 30 2020**

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

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

Dear Applicant:

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

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

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

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

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

Letter 947

PALENKE ARTS

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Stephen A. Martin". The signature is written in a cursive style with some loops and flourishes.

Director, Exempt Organizations  
Rulings and Agreements

Letter 947

MAYOR'S YOUTH FUND CLOSING REPORT

**Date Mayor's Youth Fund was approved by council:** December 03, 2020 City Council meeting

**Name of Organization:** Palenke Arts

**Contact:** Juan L. Sánchez

**Address:** 1713 Broadway Ave., Seaside, CA 93955

**Email/Phone:** info@palenkearts.org/831-333-6612

**Amount of Donation Received:** \$3,000.-

What Items were purchased with Mayor's Youth Fund Donation:

As requested, the funds from the Mayor's Youth Fund were used to pay for art materials for our students (\$250.-) and the rest of the funds were used to pay for a portion of the teaching artists' salaries that worked with our youth (\$2,750.-).

**Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.**

As proposed in the grant, we offered weekly virtual classes in visual arts through youtube and facebook live, and also in piano, hip hop dance, ballet folclórico, chorus, and film. Our teachers and students incorporated environmental themes in several of visual arts projects and used recycled materials and plastic previously collected at home. Those were later distributed

organized by our parent coordinator, Señora Carmen Mexicano. Perhaps our most successful example of this recycled art pieces was the lesson on the Gato Alebrije (Alebrije Cat) made almost exclusively by recycled products in the tradition of traditional Oaxacan artisans.

Art with Mr. Paul also devoted several classes to celebrate the importance of protecting the environment and the beautiful flora and fauna around us (Plein Air and animal unit), Finally, the chorus class engaged in a bit of songwriting that will be polished later on. They recorded a wonderful music video (a version of Stand by Me) that can be seen here

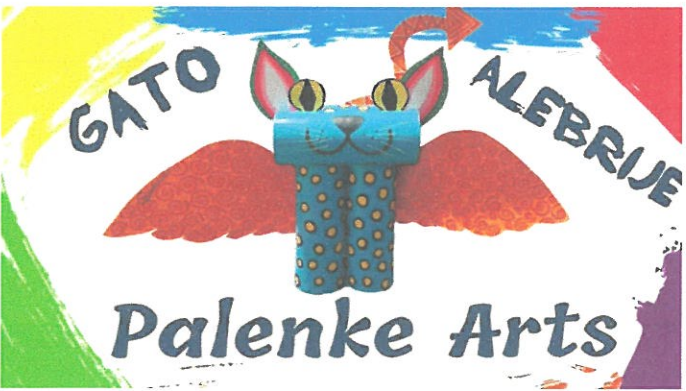
<https://www.youtube.com/watch?v=epchNk89pE8>. We hope you'll enjoy it!

A handwritten signature in black ink, consisting of a vertical line with a circular flourish and a horizontal stroke.

Signature:

Date: February 16, 2021

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





**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.I.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

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

**DATE:** May 7, 2026

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM MONTEREY SANATAN WOMEN'S CLUB INC. FOR THE USE OF SOPER COMMUNITY CENTER, ON MAY 23, 2026, FOR THEIR MONTEREY SANATAN WOMEN'S CULTURAL NIGHT IN THE AMOUNT OF \$414.75**

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**RECOMMENDATION**

Approve the fee waiver.

**BACKGROUND**

The Monterey Sanatan Women's Social Club Inc. is a non-profit organization and are requesting a fee waiver to help cover the costs associated with their event "Women's Appreciation and Cultural Night" on Saturday, May 23, 2026, from 4:00 p.m. to 11:00 p.m. at Seaside Community Center. This event is a free gathering and women's appreciation celebration for the local community families. Their event features a free dinner, motivational speeches, live performances, music, and dance.

The Monterey Sanatan Women's Social Club is a registered 501(c)(3) nonprofit and has been operating since January 2, 2025. They have hosted community events, which have focused on cultural connections, social gatherings and charitable support. The organization's mission is for all women to gather together and make a positive impact in our community. They plan to go out into the community to assist individuals with various needs such as cleaning, cooking, and praying. In the future, the group plans to educate local children about the Hindu religion, Sanskrit language, and how to read the Hindu book, "Ramayana," and singing Kirtan, Bhajans, and playing instruments.

Based on the information in the application, the request meets the following criteria for the Fee Waiver Request Policy:

- Monterey Sanatan Women's Social Club Inc. is a non-profit organization based in Seaside.
- 90% of the members or participants reside in Seaside.
- The organization does provide an in-kind service in the community for people in need.

This is the first time the Monterey Sanatan Women's Social Club Inc. is requesting a fee waiver.

Staff recommends that the fees be waived for the rental cost of the facility and that the organization pay only for the insurance of \$87.00 and the non-refundable portion of the deposit of \$52.20 which goes into the building maintenance fund.

**FISCAL IMPACT**

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

Soper Community Center Large Room Fee for 7 Hours	\$414.75
Insurance	\$ 52.20
<u>Deposit Non-Refundable Portion</u>	<u>\$ 87.00</u>
<b>TOTAL</b>	<b>\$553.95</b>

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 \$414.75 out of account 100.3672.

**STRATEGIC PRIORITY**

Diverse and Inclusive Community

**ATTACHMENTS**

1. Monterey Sanatan Women's Social Club Inc. Fee Waiver 2026
2. 501(c)(3) - Monterey Sanatan Women's Social Club Inc.

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Reviewed for Submission to the City Council by:



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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: MONTEREY SANATAN WOMENS SOCIAL CLUB INC  
Name of Applicant: ANITA NAIDU  
Address: 1627 VALLEJO ST City: SEASIDE State: CA  
Phone: 925-787-0898 Email: montereysanatanwomens@gmail.com

#### EVENT INFORMATION:

Event Title: MONTEREY SANATAN WOMENS CULTURAL NIGHT  
Event Description: WOMENS CULTURAL GATHERING  
Event Date: 05/23/2026 Room(s) Requested: Seaside Community Center(Soper)  
Time (including set-up): 4 pm - 11 pm Approximate Number of Guests: 50

#### ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: womens non-profit organization providing local community services, religious and education purposes.

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

What is your organization's tax identification number? 33-2377136

What percentage of your members or participants resides in Seaside? 90%

Is your organization based in Seaside?  Yes  No

Is your organization able to provide liability insurance?  Yes  No

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

Applicant Signature:

Date: 04/14/2026

.....  
**(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

## Facility Use Rental Request Form

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

### CONTACT INFORMATION

ROOM: Seaside Community Center (Soper)

Organization: Monterey Sanatan Womens Social Club Inc

Name of Applicant: Anita Naidu

Address: 1627 Vallejo St City: Seaside Zip: 93955

Phone: 925-787-0898 Email: ~~star94531@gmail.com~~ montereysanatanwomens@gmail.com

Day of Event Contact Name and Phone: Anita Naidu- 925-787-0898

Resident  Non-Resident

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

Event Title: Monterey Sanatan Womens Cutural Night

*\*Please attach invitation or flyer if available.*

Event Date: 05/23/2026 Approximate Number of Guests: 50

Reservation Time (including set-up): 4pm - 11pm Event Time: 6pm - 11pm

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

Special Instructions: Womens non-profit organization

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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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>self DJ</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: 04/13/2026

(For Office Use Only)

Permit Fee: \_\_\_\_\_ Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Original to Parks & Recreation Department

Updated 03/20



# 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	\$177.00
Barbecue Facility	\$58.00	\$83.00
Deposit	\$655.00	\$939.00
(Refundable)	(\$556.75)	(\$798.15)
Alcohol Deposit	\$638.00	\$915.00
(Refundable)	(\$414.70)	(\$594.75)

Liability Insurance: \$87.00 - \$222.00 (2026)

Alcohol Premium: \$65.00 (2026)

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

**SEASIDE COMMUNITY CENTER (SOPER)**

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

	Resident	Non-Res
Hourly Rate	\$59.25	\$95.00
Deposit	\$348.00	\$501.00
(Refundable)	(\$295.80)	(\$425.85)
Alcohol Deposit	\$638.00	\$915.00
(Refundable)	(\$414.70)	(\$594.75)

Liability Insurance: \$87.00 - \$222.00 (2026)

Alcohol Premium: \$65.00 (202)

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

**BAYONET MEETING ROOM**

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

	Resident	Non-Res
Rate 0-3 hr.	\$43.75 /hr.	\$71.00 /hr.
After 3 hrs.	\$20.00 /hr.	\$32.00 /hr.

**BLACKHORSE MEETING ROOM**

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

	Resident	Non-Res
Rate 0-3 hrs.	\$43.75 /hr.	\$87.00 /hr.
After 3 hrs.	\$20.00 /hr.	\$37.00 /hr.

**DANCE STUDIO**

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

	Resident	Non-Res
Rate 0-3 hr.	\$43.75 /hr.	\$108.00 / hr.
After 3 hrs.	\$20.00 /hr.	\$51.00 / hr.

**SEAHORSE CONFERENCE ROOM**

Capacity: 20  
 Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs.	\$43.75 /hr.	\$71.00 / hr.
After 3 hrs.	\$20.00 /hr.	\$32.00 /hr.

**SEASIDE MEETING ROOM**

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

	Resident	Non-Res
Rate 0-3 hr.	\$43.75 /hr.	\$71.00 / hr.
After 3 hrs.	\$20.00 /hr.	\$32.00 / hr.

**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	\$97.00	\$137.00
(Refundable)	(\$82.45)	(\$116.45)
0-25 Guests	\$172.00	\$215.00
26-50 Guests	\$199.00	\$286.00
51-75 Guests	\$205.00	\$335.00
Use of Video Games	\$50.00	\$62.00
Extra 1/2 Hour	\$44.00	\$61.00

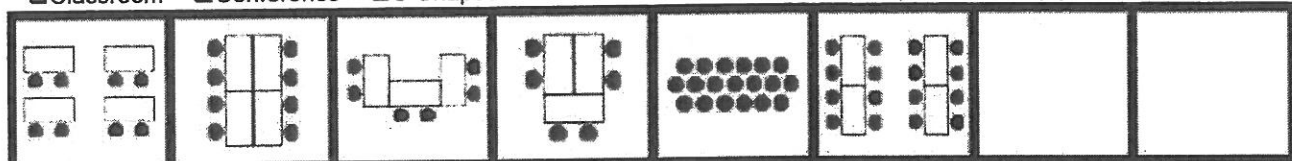
**Non-Profit Rate:** For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$54.00. Proof of 501(c)(3) required.

**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 fees being charged.
2. **CANCELLATION 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) to 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. **CANCELLATION 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 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 within the Center.
  - (e) Failure to notify the 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 the facilities.
  - (g) If the Center, or any part thereof, is destroyed or damaged by fire or any other cause, or if unforeseen occurrences—including strikes, labor disputes, war, or acts of military authorities—render fulfillment of the permit difficult or impossible.
  - (h) The facility is needed due to public necessity or emergency use.
  - (i) Upon thirty (30) calendar days written notice to the Permittee.Refund of rental fees shall be made where the City cancels the permit at least thirty (30) days prior to the reserved date, except when cancellation occurs under items (g) or (h).
4. **TRANSFERRING PERMIT:** The 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 written permission from the City.
6. **COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES:** Permittee must complete all requirements relating to the use of the facilities within the specified time requirements.
7. **COMPLIANCE WITH CONDITIONS OF USE:** The Permittee shall observe, obey, and comply with all applicable City, County, State, and Federal laws, as well as the policies, rules, regulations, terms, and conditions governing the use of Center facilities. Permittee will forfeit all rents or other fees paid if evicted from the premises for violations. Eviction shall not release the Permittee from any obligations for payment of rents or other fees required under this permit.
8. **CONCESSION SALES:** Permittee will not engage in concession operations unless authorized in writing by the Director or 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 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 excepted. Permittee causing damage or loss will be required to pay for the same at current replacement or repair costs.
11. **EXITS:** At no time shall exits be covered or obstructed.
12. **FACILITY CAPACITY:** Permittee shall not admit a larger number of persons than can be safely accommodated, as determined by Building and Fire Codes.
13. **FLAMMABLE MATERIALS:** No flammable materials will be permitted for decorations. All decorative materials must be flame-resistant and approved by the Fire Department.
14. **INDEMNITY:** Permittee shall indemnify and hold harmless the City, its officers, employees, and agents against any and all claims, demands, causes of action, personal injuries or death, and damages whatsoever resulting from the use or occupation of the facilities described in the permit. Permittee shall, at its sole risk and expense, defend any legal action brought against the City arising from such use and shall pay any resulting judgment or damages.
15. **PAYMENT OF TAXES:** Payment of all Federal, State, and City taxes in connection with the event shall be the responsibility of the Permittee.
16. **CLEANLINESS OF FACILITY:** Facilities used by the Permittee must be left in a clean and orderly condition. If additional maintenance is required beyond normal cleaning, the Permittee will be charged accordingly.
17. **PERMITS AND LICENSES:** The Permittee shall obtain, at their own expense, all licenses and permits required for the intended activity covered by this permit.



**18. ALCOHOL:** Alcohol may not be served to minors or at any youth-related event at the Oldemeyer Center or Seaside Community Center. Violation may result in immediate closure of the event and loss of deposit. All alcohol is prohibited at 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 doubt as to the interpretation of any provisions of this permit, the interpretation of the Recreation and Community Activities Director shall prevail. The Director shall also have the authority to resolve matters not covered by this permit.

**22. SEVERABILITY:** If any part of this permit is held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions.

**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, and the remaining portion may be refunded depending on the condition of the room, walls, floors, carpets, whether any breakage occurred, or whether overtime was incurred beyond the stated setup, cleanup, or activity time. The City reserves the right to close any event that may endanger the health or safety of any person or property. Early closure 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 events.

**25. SECURITY GUARDS:** One (1) security guard per fifty (50) participants is required for events that serve alcohol and/or have live or DJ music or dancing. The City reserves the right to require security for events when deemed necessary.

**26. BALLOONS:** The use of all types of balloons is prohibited at all City of Seaside parks and facilities. This includes latex, foil, helium balloons, and balloon releases. If balloons are used or found at the event site, the Permittee will forfeit the security and cleaning deposit.

**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.



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

MONTEREY SANATAN WOMENS SOCIAL CLUB  
INC  
330 RESERVATION RD SUITE E  
MARINA, CA 93933

Date:  
01/02/2025  
Employer ID number:  
33-2377136  
Person to contact:  
Name: J. Hefzy  
ID number: 3628379  
Telephone: (877) 829-5500  
Accounting period ending:  
December 31  
Public charity status:  
509(a)(2)  
Form 990 / 990-EZ / 990-N required:  
Yes  
Effective date of exemption:  
December 11, 2024  
Contribution deductibility:  
Yes  
Addendum applies:  
No  
DLN:  
26053758005124

Dear Applicant:

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

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

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

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

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

Sincerely,

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements

Date of this notice: 12-12-2024

Employer Identification Number:  
33-2377136

Form: SS-4

Number of this notice: CP 575 E

MONTEREY SANATAN WOMEN S SOCIAL  
CLUB INC  
330 RESERVATION RD STE E  
MARINA, CA 93933

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 33-2377136. This EIN will identify your entity, accounts, tax returns, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for business and tax purposes. Some taxpayers receive CP575 notices when another person has stolen their identity and are operating 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.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status, organizations must complete an application on one of the following forms: Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1023-EZ, Streamlined Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1024, Application for Recognition Under Section 501(a); or Form 1024-A, Application for Recognition of Exemption Under Section 501(c)(4) of the Internal Revenue Code.

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

If you become tax-exempt, you will lose tax-exempt status if you fail to file a required return or notice for three consecutive years, unless a filing exception applies to you (search [www.irs.gov](http://www.irs.gov) for Annual Exempt Organization Return: Who Must File). We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter. For the most current information on your filing requirements and other important information, visit [www.irs.gov/charities](http://www.irs.gov/charities).



BA20251180370

B3733-4896 05/30/2025 1:53 PM Received by California Secretary of State



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**CA NONPROFIT CORPORATION**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 657-5448

For Office Use Only

**-FILED-**

File No.: BA20251180370

Date Filed: 5/30/2025

Entity Details			
Corporation Name	MONTEREY SANATAN WOMEN'S SOCIAL CLUB INC.		
Entity No.	6490424		
Formed In	CALIFORNIA		
Street Address of California Principal Office of Corporation			
Street Address of California Office	330 RESERVATION RD STE E MARINA, CA 93933		
Mailing Address of Corporation			
Mailing Address	330 RESERVATION RD STE E MARINA, CA 93933		
Attention			
Officers			
Officer Name	Officer Address	Position(s)	
+ Nirmala Singh	1889 YOSEMITE ST SEASIDE, CA 93955	Chief Executive Officer	
+ Sadhana Ram	1425 LUZERN ST SEASIDE, CA 93955	Secretary	
+ Kaleshni Naidu	1627 VALLEJO ST SEASIDE, CA 93955	Chief Financial Officer	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Agent for Service of Process			
Agent Name	Kaleshni Naidu		
Agent Address	330 RESERVATION RD STE E MARINA, CA 93933		
Email Notifications			
Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.		
Electronic Signature			
<input checked="" type="checkbox"/> By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.			
<i>Kaleshni Naidu</i>	<i>05/30/2025</i>		
Signature	Date		





**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.J.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

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

**DATE:** May 7, 2026

**SUBJECT: ADOPT A RESOLUTION APPROVING A MASTER FUNDING AGREEMENT WITH THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) FOR RECEIPT OF \$200,210.76 IN REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) FUNDS**

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**RECOMMENDATION**

Approve the agreement.

**BACKGROUND**

The Transportation Agency for Monterey County (TAMC) awarded the City of Seaside two hundred thousand, two hundred ten dollars and seventy-six cents (\$200,210.76) for the Regional Surface Transportation Program (RSTP) Fair Share allocation at its March 25, 2026 meeting. The grant award is for a three-year period ending fiscal year 2029. TAMC submitted a Master Funding Agreement for the City's consideration. The Master Funding Agreement is attached as Attachment 1.

The City of Seaside and the Transportation Agency for Monterey County previously executed a Master Funding Agreement that covered the period June 2023 through June 2026.

The Master Funding Agreement with TAMC is designed to comply with a State requirement that TAMC enters into contracts with its member agencies for the reimbursement of Regional Surface Transportation Program funds. The Master Funding

Agreement details state requirements for several funding sources (Regional Surface Transportation Program, Transportation Development Act 2%, and Local Transportation Fund) and other fiscal provisions required to comply with state and federal regulations. The agreement also covers any Regional Development Impact Fees that are programmed for projects managed by local jurisdictions, requiring them to follow the same provisions as the other fund sources.

The Master Agreement anticipates that specific projects and amounts may vary over time and that the City and TAMC will only need to approve revised Exhibit A documents, rather than the entire Master Agreement. Each Exhibit A will identify the project for which funds are allocated, as well as the timing and amount of such funds for each identified project, in order to ensure compliance with requirements. Exhibit A for each jurisdiction will be updated each time new funds are allocated or existing allocations are modified.

While the majority of the provisions in the Master Funding Agreement reflect the language of the agreement that the Transportation Agency signs with the State to receive RSTP funds, Agency staff have also included project completion requirements in this agreement. As part of the Master Funding Agreement, the funding recipient agrees to provide to TAMC a short report summarizing total project costs and milestones, including before and after photos of the project, for each funded project within sixty days of completion. In addition, the Master Funding Agreement will need to be updated with each agency every three years. Each individual project will have a three-year timely use of fund date, timed to the day the award was approved by the TAMC Board of Directors. All projects awarded to a jurisdiction with funds programmed by TAMC will be included in the Master Agreement, including past awards and fair share allocations. Once a Master Agreement has been executed, then jurisdictions may submit a claim to receive reimbursement of funds.

Staff recommends that the City Council adopt a resolution approving the agreement with TAMC and authorizing the City Manager to execute the agreement. The City cannot request disbursement of grant funds from the TAMC until the Master Funding Agreement is fully executed.

**ENVIRONMENTAL COMPLIANCE**

In accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 “CEQA Guidelines,” Article 20, Section 15378, the proposed action is not a project as defined by the California Environmental Quality Act (CEQA). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it

can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project.

**FISCAL IMPACT**

There is no fiscal impact to the General Fund associated with the approval of the Agreement. Programming of these funds is incorporated into the Draft Budget for future projects.

**STRATEGIC PRIORITY**

Not Applicable

**ATTACHMENTS**

1. Resolution
2. Agreement
3. Exhibit A

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Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager

**RESOLUTION NO. 26-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**APPROVING A MASTER FUNDING AGREEMENT WITH THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) FOR RECEIPT OF \$200,210.76 IN REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) FUNDS**

**WHEREAS**, the Transportation Agency for Monterey County is the state-designated Regional Transportation Agency for Monterey County; and

**WHEREAS**, the Regional Surface Transportation Program (RSTP) was established by California State Statute utilizing Surface Transportation Program funds that are identified in Section 133 of Title 23 of the United States Code; and

**WHEREAS**, Local Transportation Funds are made available in accordance with Section 99233.3 of the Transportation Development Act (TDA) for Pedestrian and Bicycle Facilities; and

**WHEREAS**, the Transportation Agency for Monterey County (TAMC) distributes these funds to local agencies as part of its responsibilities as the Regional Transportation Planning Agency for Monterey County; and

**WHEREAS**, TAMC's member agencies are required to enter into a Funding Allocation Agreement, attached hereto, for reimbursement of these funds that details state requirements for RSTP funds and other fiscal provisions required to comply with state and federal regulations; and

**WHEREAS**, attached to the Funding Allocation Agreement is Exhibit A that has identified projects for which these funds are allocated, as well as the amounts of funds for each identified project, in order to ensure compliance with grant requirements; and

**WHEREAS**, in accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines," Article 20, Section 15378, the proposed action is not a project as defined by the California Environmental Quality Act (CEQA).

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Seaside does hereby authorize the City Manager to execute the Agreement between the Transportation Agency for Monterey County and the City of Seaside for the Allocation of Funding for the period June 2026 through June 2029 as Approved by the Transportation Agency Board of Directors, attached hereto

**PASSED AND ADOPTED** at a Regular meeting of the City Council of the City of Seaside duly held on the 7th day of May, 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

**AGREEMENT BETWEEN THE  
TRANSPORTATION AGENCY FOR MONTEREY COUNTY  
AND THE CITY OF SEASIDE  
FOR THE ALLOCATION OF FUNDING APPROVED BY  
THE TRANSPORTATION AGENCY BOARD OF DIRECTORS**

This agreement is made on \_\_\_\_\_ by and between the City of Seaside, a public body, hereinafter referred to as “Recipient,” and the Transportation Agency for Monterey County, hereinafter referred to as “TAMC.”

**WHEREAS**, TAMC is the state-designated Regional Transportation Planning Agency for Monterey County; and

**WHEREAS**, as authorized by section 182.6(g) of the Streets and Highways Code, TAMC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual federal Surface Transportation Block Grant Program (STBGP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

**WHEREAS**, TAMC is authorized to use these exchanged funds (hereinafter referred to as “RSTP Exchange Funds”) to assist local agencies to promote projects which otherwise qualify for STBGP funds; and

**WHEREAS**, as authorized by Chapter 2, Title 21, Rule 6640 of the Transportation Development Act, one of the duties of TAMC is to administer the provisions of the Transportation Development Act in apportioning Local Transportation Funds (LTF) for the Transportation Development Act 2% (TDA 2%) program for bicycle and pedestrian projects pursuant to Article 3 of that law, and to the Cities, County, and Monterey-Salinas Transit District;

**WHEREAS**, as authorized by the Joint Powers Agreement for the Monterey County Regional Development Impact Fee Agency, TAMC is designated to administer and allocate regional development impact fee revenues (RDIF) to projects identified in the approved Strategic Expenditure Plan; and

**WHEREAS**, the TAMC Board of Directors has approved the allocation of funds toward the projects listed in Exhibit A; and

**WHEREAS**, it is contemplated by TAMC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

**WHEREAS**, TAMC has requested the Monterey County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RULES FOR RSTP EXCHANGE FUNDS

- A. TAMC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.
- B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

2. RULES FOR TDA 2%

- A. TAMC agrees to allocate TDA 2% funds under the Transportation Development Act only for projects as authorized under the Transportation Development Act Section 99234 Claims for Pedestrian and Bicycle Facilities.
- B. The Recipient agrees to use TDA 2% funds only for TDA 2% eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

3. RULES FOR RDIF

- A. TAMC agrees to allocate RDIF funds under the Joint Powers Agreement only for projects as authorized by the TAMC Board of Directors in the approved Strategic Expenditure Plan.
- B. The Recipient agrees to use RDIF funds only for RDIF eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

4. ADMINISTRATIVE POLICIES

- A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement, by means of approval by the TAMC Board of Directors of a revised Exhibit A, which shall be designated by a date and number (e.g., "Exhibit A-1 (DATE)").
- B. The Recipient agrees to submit an annual report to TAMC by April 30 describing the progress towards completion for all projects listed in Exhibit A.

- C. The Recipient agrees to mention TAMC's role in funding the project in any press releases or media events held by the Recipient to promote a funded project.
- D. TAMC agrees to reimburse the Recipient within 30 days of receipt of a completed claim form (Exhibit B) from the Recipient.
- E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were awarded by the TAMC Board of Directors, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow TAMC to refuse reimbursement and to reprogram such funds for other purposes.

## 5. COST PRINCIPLES

- A. Recipient agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements.
- B. Recipient agrees to:
  - (a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and
  - (b) comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

Every sub-recipient receiving funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

## 6. THIRD PARTY CONTRACTING

- A. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).
- B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 10, below.

- C. In addition to the above, the pre-award requirements of third party contractor/ consultants with Recipient shall be consistent with Local Program Procedures as published by Caltrans.

7. ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

8. RIGHT TO AUDIT

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, Recipient 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, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant 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. Subcontracts in excess of \$25,000 shall contain this provision.

9. TRAVEL AND SUBSISTENCE

Payments to Recipient for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the TAMC on demand.

## 10. PROJECT COMPLETION

Recipient agrees to provide to the TAMC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

## 11. 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.

## 12. CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

## 13. 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.

## 14. 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.

## 15. 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.

16. 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.

17. 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.

18. ENTIRE AGREEMENT

This document, including all exhibits hereto, 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.

19. TERMINATION DATE

This Agreement shall remain in effect for a period of three (3) years from the latest date reflected on the signature page(s) below.

**IN WITNESS WHEREOF**, TAMC and Recipient execute this Agreement as follows:

**TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

\_\_\_\_\_  
Todd Muck  
Executive Director

\_\_\_\_\_  
Date

**Recipient:  
CITY OF SEASIDE**

\_\_\_\_\_  
Greg McDanel  
City Manager

\_\_\_\_\_  
Date

**Approved as to Form:**

\_\_\_\_\_  
Shane Strong  
TAMC Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney  
City of Seaside

\_\_\_\_\_  
Date

**Transportation Agency for Monterey County**  
**Master State and Federal Funding Agreement**  
**Exhibit A**

**City of Seaside**

Agency	Board Approval Date	Fund Expiration Date	Type	Active Projects	Budget	Paid	Balance Outstanding
Seaside	3/22/2017	3/22/2020	RSTP Fair Share	Intersection Control Evaluation & Corridor Studies Project	\$ 221,900.96	\$ 197,244.75	\$ 24,656.21
Seaside	8/27/2025	8/26/2028	RSTP Mid-Cycle 2025	Broadway Corridor Improvements	\$ 4,000,000.00	\$ 122,839.99	\$ 3,877,160.01
Seaside	3/25/2026	3/24/2029	RSTP Fair Share	Unprogrammed balance	\$ 200,210.76	\$ -	\$ 200,210.76
					<b>\$ 4,422,111.72</b>	<b>\$ 320,084.74</b>	<b>\$ 4,102,026.98</b>

Agency	Board Approval Date	Fund Expiration Date	Type	Completed Projects	Budget	Paid	Balance Outstanding
Seaside	3/26/2014	Completed	RSTP Competitive	Broadway Ave. Improvements	\$ 500,000.00	\$ 500,000.00	\$ -
Seaside	8/27/2014	Completed	RSTP Fair Share	Broadway Ave. Improvements	\$ 542,962.00	\$ 542,962.00	\$ -
Seaside	8/27/2014	Completed	RSTP Fair Share	Final Design & Construction of Coe Avenue Bikeway	\$ 606.00	\$ 606.00	\$ -
Seaside	8/27/2014	Completed	TDA 2%	West Broadway Urban Village Infrastructure Improvements Project	\$ 251,250.00	\$ 251,250.00	\$ -
Seaside	8/27/2014	Completed	RSTP Competitive	West Broadway Urban Village Infrastructure Improvements Project	\$ 3,359,801.29	\$ 3,359,801.29	\$ -
Seaside	9/28/2016	Completed	RSTP Fair Share	West Broadway Urban Village Infrastructure Improvements Project	\$ 1,588.00	\$ 1,588.00	\$ -
Seaside	12/4/2019	Completed	RSTP Safe Streets	Pedestrian Intersection Improvements Project	\$ 200,000.00	\$ 200,000.00	\$ -
Seaside	8/26/2020	Completed	RSTP Competitive	Broadway Avenue Corridor Improvements	\$ 600,000.00	\$ 600,000.00	\$ -
Seaside	3/24/2021	Completed	RSTP Fair Share	Pavement Management Program Update	\$ 50,000.00	\$ 50,000.00	\$ -
Seaside	3/24/2021	Completed	RSTP Fair Share	ATP Grant Application Assistance - Broadway Avenue Complete Streets	\$ 9,435.00	\$ 9,435.00	\$ -
Seaside	3/24/2021	Completed	RSTP Fair Share	Engineering and Traffic Survey	\$ 74,953.75	\$ 74,953.75	\$ -
Seaside	3/24/2021	Completed	RSTP Fair Share	Pavement Rehabilitation Phase 4 - Design and Construction	\$ 70,286.24	\$ 70,286.24	\$ -
Seaside	8/27/2025	Completed	RSTP Fair Share	San Pablo Traffic Calming Improvement Project	\$ 201,391.00	\$ 201,391.00	\$ -
					<b>\$ 5,660,882.28</b>	<b>\$ 5,660,882.28</b>	<b>\$ -</b>

Last Revised: 3/30/2026

Approved by:   
 Todd Muck, Executive Director



# 2026-0325 TAMC Master Funding Agreement Exhibit A - Seaside

Final Audit Report

2026-03-30

Created:	2026-03-30
By:	Janneke Strause (janneke@tamcmonterey.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKzEjJcTuYzudMn4IPLe-wWGtjX4s1-Bu

## "2026-0325 TAMC Master Funding Agreement Exhibit A - Seaside" History

-  Document created by Janneke Strause (janneke@tamcmonterey.org)  
2026-03-30 - 9:10:55 PM GMT
-  Document emailed to Todd Muck (todd@tamcmonterey.org) for signature  
2026-03-30 - 9:10:58 PM GMT
-  Email viewed by Todd Muck (todd@tamcmonterey.org)  
2026-03-30 - 10:46:09 PM GMT
-  Document e-signed by Todd Muck (todd@tamcmonterey.org)  
Signature Date: 2026-03-30 - 10:47:20 PM GMT - Time Source: server
-  Agreement completed.  
2026-03-30 - 10:47:20 PM GMT



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.K.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

**BY:** Andrew Myrick, Housing & Planning Manager

**DATE:** May 7, 2026

**SUBJECT: ADOPT A RESOLUTION ACCEPTING AN ANNUAL REPORT FOR THE SEASIDE HOUSING SUCCESSOR AGENCY FOR FISCAL YEARS 2013-2014 THROUGH 2024-2025**

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**RECOMMENDATION**

Accept report.

**BACKGROUND**

The City of Seaside ("City") is the Housing Successor Agency ("Housing Successor") to the former Seaside Redevelopment Agency ("Agency"). State law requires the City to prepare an annual report demonstrating compliance with Health and Safety Code ("HSC") Section 34176.1.

California redevelopment agencies dissolved effective February 1, 2012 following the enactment of Assembly Bill x1 26 (Blumenfield, 2011-12). State law required former redevelopment agencies to designate a housing successor agency to assume its housing assets, liabilities, and other responsibilities as part of the dissolution process. Housing successor agencies ensure that revenues from former redevelopment agency housing assets are used for affordable housing efforts and other expenses as permitted by HSC 34176.1.

**REPORTING REQUIREMENTS**

The Housing Successor Annual Report documents housing successor activities and demonstrates compliance with the requirements of HSC Section 34176.1(f). Annual Report requirements include:

- Description of Low and Moderate Income Housing Asset Fund revenues and expenditures
- Description of assets and active projects
- Description of outstanding production obligations of the former Agency

The Annual Report also evaluates compliance with expenditure and production requirements, including administrative cost caps, homeless prevention and rapid re-housing restrictions, and income and age proportionality requirements when assisting affordable housing development. Further, it identifies and monitors the elimination of excess surplus.

The Annual Report is due to the California Department of Housing and Community Development (“HCD”) by April 1 annually and must be accompanied by an independent financial audit. The City’s audited financial statements are posted on the City’s website at <https://ci.seaside.ca.us/DocumentCenter/View/16599/ACFR-FY2024-25>. The Report must be presented to the City Council.

This cumulative report covers the activities of the Housing Successor from fiscal years 2013-14 through 2024-25. It is intended to bring Seaside into compliance with Annual Report requirements and to establish the current state of expenditures, assets, and compliance.

### **FISCAL IMPACT**

This Item consists of a Report only and has no fiscal impact.

### **STRATEGIC PRIORITY**

Diverse and Inclusive Community

### **ATTACHMENTS**

1. Resolution Successor Agency Annual Report 13-14 24-25
2. Seaside Housing Successor Catch Up Annual Report FY 13-14 thru FY 24-25\_4.10.26

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Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager

**RESOLUTION NO. 26-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE ACCEPTING AN ANNUAL REPORT FOR THE SEASIDE HOUSING SUCCESSOR AGENCY FOR FISCAL YEARS 13/14 THROUGH FISCAL YEAR 24/25**

**WHEREAS**, California redevelopment agencies dissolved effective February 1, 2012 following the enactment of Assembly Bill x1 26 (Blumenfield, 2011-12); and

**WHEREAS**, State law required former redevelopment agencies to designate a housing successor agency to assume its housing assets, liabilities, and other responsibilities as part of the dissolution process; and

**WHEREAS**, the City of Seaside elected to become the Housing Successor to the former Seaside Redevelopment Agency ("Housing Successor Agency") by adoption of Resolution No. 12-07 dated February 2, 2012; and

**WHEREAS**, California law requires that the City of Seaside file an annual report with the California Department of Housing and Community Development regarding its operation of the Housing Successor Agency to demonstrate compliance with Health and Safety Code Section 34176.1 ("Report"); and

**WHEREAS**, the City has contracted with RSG, Inc. to prepare a Report to comply with California law; and

**WHEREAS**, the City Council has reviewed the attached Report.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Seaside does hereby accept the Report attached as Exhibit A.

**PASSED AND ADOPTED** at a Regular meeting of the City Council of the City of Seaside duly held on the 7<sup>th</sup> day of May, 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:

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Sheri L. Damon, City Attorney

Attach:

Exhibit A – Housing Successor Annual Report for Fiscal Years 2013-14 through 2024-25



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**HOUSING SUCCESSOR ANNUAL REPORT  
FOR FISCAL YEARS 2013-14 THROUGH 2024-25  
City of Seaside**

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## INTRODUCTION

California redevelopment agencies dissolved effective February 1, 2012 following the adoption of Assembly Bill x1 26 (Blumenfield, 2011-12). State law required all former redevelopment agencies to designate a housing successor agency to assume housing assets, liabilities, and other responsibilities as part of the redevelopment dissolution process. Housing successor agencies ensure that all funds generated by former redevelopment agency housing assets are spent on affordable housing efforts and related allowable expenses. Housing successors must report annually on their activities as required by Senate Bill 341 (DeSaulnier, 2013-14). The Housing Successor Annual Report (“Annual Report”) details housing successor activity and establishes whether the agency complies with various requirements outlined in the Health and Safety Code (“HSC”) Section 34176.1(f).

The City of Seaside (“City”) elected to become the Housing Successor Agency (“Housing Successor”) to the former Seaside Redevelopment Agency (“Agency”) in February 2012. This cumulative report covers the activities of the Housing Successor since its inception, from Fiscal Year (“FY”) 2013-14 through FY 2024-25. The intent of this report is to get Seaside up to date with Annual Report requirements and establish the current status of various expenditure and asset requirements.

## HOUSING SUCCESSOR

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The City of Seaside adopted Resolution No. 12-07 dated February 2, 2012 establishing itself as the Housing Successor and assuming responsibility for all remaining housing assets and liabilities of the former Agency. The Housing Successor is responsible for overseeing all housing assets transferred from the former Agency with the main goal of provide affordable housing in the City until such assets have been exhausted.

## SCOPE OF THIS HOUSING SUCCESSOR ANNUAL REPORT

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The Annual Report is limited to the City’s activities as they relate to its role as a housing successor, rather than all housing functions of the City in general. It describes compliance with various annual, five-year, and ten-year housing expenditure and production requirements. The City maintains all assets, liabilities, and housing activities transferred from the former Agency in a Low and Moderate Income Housing Asset Fund (“Housing Asset Fund”).

This report covers the Housing Successor’s activities from FY 2013-14 in order to catch up with Annual Report compliance requirements. Since dissolution in 2012, there have been three five-year compliance

periods which are covered by this report. The first five-year compliance period was from FY 2013-14 (starting January 1, 2014) through FY 2018-19. The second five-year compliance period was from FY 2019-20 through FY 2023-24. This is the first year of the third five-year compliance period of FY 2024-25 through FY 2028-29.

The Annual Report is due to the State of California (“State”) Department of Housing and Community Development (“HCD”) by April 1 annually and must be accompanied by an independent financial audit. The City’s audited financial statements are posted on the City’s website. This Report is an addendum to the Housing Element Annual Progress Report required by Government Code Section 65400 to be submitted to HCD by April 1 annually.

## **ASSETS TRANSFERRED TO THE HOUSING SUCCESSOR**

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Upon the statewide dissolution of redevelopment in 2012, all rights, powers, committed assets, liabilities, duties, and obligations associated with the housing activities of the Agency were transferred to the elected housing successor. The City prepared a Housing Asset Transfer (“HAT”) Form that provided an inventory of all housing assets transferred from the Agency to the Housing Successor. This included:

1. 1 Real Property consisting of 4 parcels;
2. 14 Low- and Moderate-Income Housing Fund (“LMIHF”) encumbrances’;
3. 76 Loans and Grants Receivables;
4. 1 Rents/Operations Agreement and;
5. 2 Deferrals.

All items, with the exception of HAT Exhibit C, Item 3 (Low Mod Encumbrance for San Pablo Court) were approved for transfer by the California Department of Finance (“DOF”) on December 8, 2012. It is important to distinguish that housing successor assets that were not transferred from the former Agency or generated by or purchased with assets from the former Agency, are not subject to HSC Section 34176.1.

A copy of the HAT is provided as Appendix 1.

## BACKGROUND

This Section summarizes the legal requirements for use of housing successor assets.

### LEGAL REQUIREMENTS PERTAINING TO HOUSING SUCCESSORS

Housing successors must comply with three major requirements pursuant to HSC Section 34176.1:

1. Expenditures and housing production are subject to income and age targets.
2. Housing successors may not accumulate an “excess surplus,” or a high unencumbered cash balance based on certain thresholds.
3. Properties must be developed with affordable housing or sold within five to ten years of the DOF approving the HAT.

Appendix 2 provides a detailed summary of the reporting requirements addressed in this Report.

### PERMITTED USES OF HOUSING ASSET FUNDS

Pursuant to HSC Section 34176.1, former Agency assets and the revenues generated by those assets, are maintained in a Low and Moderate Income Housing Asset Fund (“Housing Asset Fund”). Housing Asset Funds may be spent on:

- **Administrative costs** for operation of the housing successor agency. The law allows a housing successor to spend the greater of:
  - \$200,000 per year adjusted annually for inflation, or
  - 5% of the statutory value of real property owned by the housing successor and the value of loans and grants receivable on the HAT (“Portfolio”), whichever is greater.

Table 2 details the City’s annual administrative spending limits from FY 2013-14 through FY 2024-25.

- **Homeless prevention and rapid rehousing services** up to \$500,000 per year if the former redevelopment agency did not have any outstanding inclusionary housing or replacement housing production requirements as of 2012.<sup>1</sup> Seaside will be eligible for this expense if the City

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<sup>1</sup> AB 1782 increased the limit from \$250,000 to \$500,000 annually effective January 1, 2025

determines the former Agency met its inclusionary housing and replacement housing production requirements upon dissolution.

- **Affordable housing development** assisting households up to 80 percent of the Area Median Income (“AMI”), subject to specific income and age targets over a five- or ten-year period.

**Five-Year Income Proportionality on Development Expenditures:** Housing Asset Funds may be spent on development of affordable housing projects affordable to low, very low, and extremely low-income households. “Development” is defined in HSC Section 34176.1 as new construction, acquisition and rehabilitation, substantial rehabilitation, the acquisition of long-term affordability covenants on multifamily units, or the preservation of an assisted affordable housing development with rental restrictions expiring within five years.

Over each five-year compliance period, at least 30 percent of development expenditures must assist extremely low-income households (30% of AMI), while no more than 20 percent may assist low-income households (between 60-80% of AMI). The balance of such expenditures may be used on very low-income households (between 30% and 60% of AMI). The first compliance period was between January 1, 2014 through June 30, 2019 and the second period was between July 1, 2019 through June 30, 2024; the third period is from July 1, 2024 through June 30, 2029.

Note that housing successors must report expenditures by category each year, but compliance with income proportionality limits is measured every five years. For example, a housing successor could spend all its funds in a single year on households earning between 60-80% of AMI as long as total expenditures on 60-80% AMI households do not exceed 20 percent during the five-year compliance period.

If a housing successor does not meet the minimum expenditures required for extremely low-income households, or exceeds the amount permitted on low-income households, future expenditures are subject to greater restrictions until these proportionality targets are met.

Specifically, if a housing successor is unable to spend at least 30 percent of its development expenditures on extremely low units, it is required to increase this spending to 50 percent until compliant with the 30 percent threshold. A housing successor that spends more than 20 percent of its development expenditures on low-income units cannot spend any further funds on low-income developments until it is at or below the 20 percent threshold. As such, tracking

these expenditures and their progress over the corresponding five-year period is an important function of the Annual Report.

This Report covers the Housing Successor's expenditures during the first, second, and third five-year compliance periods.

**Ten-Year Age Proportionality:** If more than 50 percent of the total aggregate number of rental units produced by the city, housing successor, or former redevelopment agency during the past 10 years are restricted to seniors, the housing successor may not spend additional Housing Asset Funds on senior rental housing until in compliance.

It is important to stress that Housing Successor expenditure and production requirements are measured on different timeframes:

- **One-Year Limits:** Administrative Allowance and Homeless Prevention Allowance. Compliance evaluated annually and resets every year.
- **Five-Year Limit:** Expenditures by Income Level. Compliance evaluated over fixed five-year periods set by law, the first five-year period being July 1, 2014, to June 30, 2019, the second period being July 1, 2019, to June 30, 2024, and the third July 1, 2024, to June 30, 2029.
- **Ten-Year Limit:** Number of Senior Deed-Restricted Units Assisted. Compliance evaluated based on a rolling ten-year period that is different every year.

Appendix 3 describes Housing Asset Fund expenditure requirements in more detail, including the types of costs eligible in each category.

## LIMITS ON THE ACCUMULATION OF HOUSING FUNDS (EXCESS SURPLUS)

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State law limits how much cash a housing successor may retain and, if it fails to commit and spend these dollars in a reasonable timeframe, ultimately penalizes the housing successor by requiring unspent funds to be transferred to HCD for use on State housing programs.

HSC Section 34176.1(d) establishes a limit, known as an "excess surplus" on the amount of unencumbered Housing Asset Funds based on the greater of:

- \$1,000,000, or

- The total amount of deposits made into the Housing Asset Fund over the preceding four years.

Only amounts more than this threshold are considered an excess surplus. If an excess surplus is accumulated, a housing successor must account for these funds separately and encumber said monies within three fiscal years. If the excess surplus has not been fully encumbered after the third year, the remaining balance of the excess surplus is to be transferred to HCD within 90 days. HCD is permitted to use these transferred excess surplus funds anywhere in the State under its Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.

As part of the Annual Report, a housing successor must disclose any excess surplus and describe the housing successor's plan for eliminating this excess surplus.

## HOUSING ASSET FUND ACTIVITY

This section details the Housing Successor's activities from FY 2013-14 through FY 2024-25 as reported in the City's Housing Asset Fund.

### DEPOSITS AND FUND BALANCE

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Table 1 reports the value of funds deposited into the Housing Asset Fund each fiscal year. Deposits have consisted of loans receivable, interest income, rental income, program income, and miscellaneous revenues. The Housing Asset Fund received nearly \$7 million in deposits between FY 2013-14 and 2024-25.

**Table 1: Housing Asset Fund Deposits FY 2013-14 through FY 2024-25**

<b>Deposit Type</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>	<b>FY 2015-16</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>
SERAF Receivable	-	-	974,729	-	1,520,182	731,060
Merged Area- Loan Receivable	-	-	220,410	(60,713)	53,155	193,539
Interest Income	-	-	-	-	-	71,326
Rental Income	11,394	8,110	3,600	8,150	9,050	8,100
Miscellaneous	90	(30)	49	-	-	-
HS - Program Income	225,675	129,998	35,745	28,832	34,352	28,738
<b>Total</b>	<b>\$ 237,159</b>	<b>\$ 138,078</b>	<b>\$ 1,234,533</b>	<b>\$ (23,731)</b>	<b>\$ 1,616,740</b>	<b>\$ 1,032,763</b>
<b>Deposit Type</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>
SERAF Receivable	1,564,247	-	-	-	-	-
Merged Area- Loan Receivable	55,323	52,232	189,603	(70,520)	77,369	(18,264)
Interest Income	42,881	16,502	9,766	65,572	153,002	126,234
Rental Income	8,355	5,885	7,350	17,355	29,970	55,987
Miscellaneous	-	-	90	-	-	-
HS - Program Income	27,332	16,019	146,274	98,845	24,004	23,864
<b>Total</b>	<b>\$ 1,698,139</b>	<b>\$ 90,638</b>	<b>\$ 353,083</b>	<b>\$ 111,252</b>	<b>\$ 284,346</b>	<b>\$ 187,821</b>

Note: Certain years reflect negative revenues due to accounting adjustments

Source: City of Seaside Fund 297 Trial Balance

## EXPENDITURES

The Housing Successor may expend Housing Assets Funds to cover administrative costs or the development of affordable housing. Administrative expenditures are subject to annual limits. The Housing Successor incurred administrative expenses totaling \$347,428 between FY 2013-14 and 2024-25, summarized in Table 2.

**Table 2: Administrative Expenditures - Annual Compliance FY 2013-14 through FY 2024-25**

	<b>FY 2013-14</b>	<b>FY 2014-15</b>	<b>FY 2015-16</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>
<b>Administration</b>						
Expenditures	\$ 12,945	\$ 14,297	\$ 10,783	\$ 14,040	\$ 12,259	\$ 29,471
Limit	\$ 386,820	\$ 377,346	\$ 312,876	\$ 239,557	\$ 237,175	\$ 215,500
<b>Compliant (Yes/No)</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
	<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>
<b>Administration</b>						
Expenditures	\$ 15,292	\$ 31,242	\$ 77,282	\$ 49,721	\$ 56,488	\$ 50,609
Limit	\$ 223,400	\$ 239,000	\$ 254,500	\$ 263,100	\$ 263,100	\$ 270,700
<b>Compliant (Yes/No)</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>

The City's annual administrative spending limit for FY13-14 through FY17-18 was 5% of the total value of all real properties and loans held in the City's portfolio at the end of each fiscal year. The limit has

ranged from \$386,820 to \$237,175. Beginning in FY18-19, five percent of the total real properties and loans fell below the HCD limit of \$200,000 per year adjusted annually for inflation. HCD has annually published an adjusted limit amount for administrative costs, reflecting the change in the Consumer Price Index from the prior year. Although HCD has not yet published the update for FY 2024-25, applying the same methodology and index HCD has previously used would yield a limit adjusted for inflation for FY 2024-25 of \$270,700. The City has incurred minimal administrative expenses and has complied with this requirement every year.

The City has purchased four properties with Housing Asset Funds since FY 2013-14:

1. 1591-1599 Del Monte Avenue: A duplex with 2 studio units and a four-plex containing 3 one bedroom units and 1 studio unit.
2. 705 Broadway Avenue: A commercial property zoned for mixed use that will be developed as affordable housing.
3. 956 Hilby Avenue: A single family home with 2 bedrooms, acquired to be rented as income qualified affordable housing.
4. 962 Hilby Avenue: A single family home with 3 bedrooms that will be redeveloped as affordable multifamily housing.

These cash assets were converted to real property assets; the City will establish covenants on these properties in compliance with HSC Section 34176.1.

During the first five-year compliance period (FY 2013-14 through 2018-19) the City did not spend any Housing Asset funds on housing development. In the second five-year compliance period (FY 2019-20 through 2023-24), the City provided a \$800,000 bridge loan to Del Monte Manor. The loan was issued and repaid in FY 2019-20. It allowed the property to refurbish and preserve the affordability of 192 units, of which 98 units are affordable with a Section 8 deed restriction by the United States Department of Housing and Urban Development (“HUD”) and 94 units are affordable through a regulatory agreement recorded by the California Debt Limit Allocation Committee (“CDLAC”). Section 8 units are affordable to residents earning up to 50% AMI. The CDLAC units are affordable to households earning 40% to 100% AMI.

If a housing successor is unable to spend at least 30 percent of its development expenditures assisting extremely low income (30% AMI) rental units, it is required to increase this spending to 50 percent until

compliant with the 30 percent threshold. The Housing Successor will spend Housing Asset Funds assisting extremely low income rental units until in compliance.

## ENDING CASH AND FUND BALANCE

The Housing Asset Fund balance at the end of each fiscal year since dissolution is shown in Table 3. The fund balance consists of cash, real properties, and accounts and loans receivable.

<b>Balance Type</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>	<b>FY 2015-16</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>
Cash on Deposit and LAIF	\$ 278,129	\$ 405,418	\$ 1,625,720	\$ 1,587,224	\$ 3,192,813	\$ 4,194,935
Accounts Receivable Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land Held for Resale	\$ 658,068	\$ 658,068	\$ 658,068	\$ 658,068	\$ 658,068	\$ 658,068
Loans Receivable - Merged Area	\$ 2,062,442	\$ 1,968,629	\$ 1,748,219	\$ 1,808,932	\$ 1,755,777	\$ 1,562,238
Loans Receivable-SERAF	\$ 4,790,218	\$ 4,790,218	\$ 3,815,489	\$ 2,295,307	\$ 2,295,307	\$ 1,564,247
<b>Total Fund Balance</b>	<b>\$ 7,788,857</b>	<b>\$ 7,822,333</b>	<b>\$ 7,847,496</b>	<b>\$ 7,869,713</b>	<b>\$ 7,901,965</b>	<b>\$ 7,979,488</b>

<b>Balance Type</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>
Cash on Deposit and LAIF	\$ 5,831,940	\$ 5,409,426	\$ 4,988,942	\$ 5,034,303	\$ 5,129,615	\$ 3,335,558
Accounts Receivable Misc.	\$ -	\$ -	\$ 3,580	\$ 1,575	\$ 100,000	\$ 15,549
Land Held for Resale	\$ 658,068	\$ 658,068	\$ 658,068	\$ 658,068	\$ 658,068	\$ 658,068
Loans Receivable - Merged Area	\$ 1,506,915	\$ 1,454,683	\$ 1,265,081	\$ 1,335,601	\$ 1,258,232	\$ 1,276,496
Loans Receivable-SERAF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Fund Balance</b>	<b>\$ 7,996,923</b>	<b>\$ 7,522,177</b>	<b>\$ 6,915,670</b>	<b>\$ 7,029,547</b>	<b>\$ 7,145,915</b>	<b>\$ 5,285,672</b>

*Source: City of Seaside Fund 297 Trial Balance*

## HOUSING SUCCESSOR PORTFOLIO

The Housing Successor Portfolio includes 76 loans transferred from the former Agency on the HAT. The City had a portfolio value of \$7,736,403 in FY 2013-14, which decreased steadily through FY 2024-25 where the portfolio value ends at \$5,080,389 due to property acquisition. Table 4 details all the Housing Successor’s real property and loans receivable values for each fiscal year since dissolution. The Housing Successor Portfolio contains five properties.

**Table 4: Real Properties and Loans Receivable**

Asset	Ending Year Balance					
	FY2013-14	FY2014-15	FY2015-16	FY2016-17	FY2017-18	FY2018-19
<b>Real Properties</b>						
1561-1571 Del Monte Blvd.	\$ 658,068	\$ 658,068	\$ 658,068	\$ 658,068	\$ 658,068	\$ 658,068
<i>Subtotal</i>	\$ 658,068	\$ 658,068	\$ 658,068	\$ 658,068	\$ 658,068	\$ 658,068
<b>Loan Receivables</b>						
HS - Program Income	225,675	129,998	35,745	28,832	34,352	28,738
Interest Income	-	-	-	-	-	71,326
Loans Receivable - Merged Area	2,062,442	1,968,629	1,748,219	1,808,932	1,755,777	1,562,238
Loans Receivable - SERAF	4,790,218	4,790,218	3,815,489	2,295,307	2,295,307	1,564,247
<i>Subtotal</i>	\$ 7,078,335	\$ 6,888,845	\$ 5,599,453	\$ 4,133,071	\$ 4,085,436	\$ 3,226,549
<b>Portfolio Value</b>	<b>\$ 7,736,403</b>	<b>\$ 7,546,913</b>	<b>\$ 6,257,521</b>	<b>\$ 4,791,139</b>	<b>\$ 4,743,504</b>	<b>\$ 3,884,617</b>
Asset	FY2019-20	FY2020-21	FY2021-22	FY2022-23	FY2023-24	FY2024-25
<b>Real Properties</b>						
1561-1571 Del Monte Blvd.	\$ 658,068	\$ 658,068	\$ 658,068	\$ 658,068	\$ 658,068	\$ 658,068
956 Hilby	\$ 450,648	\$ 450,648	\$ 450,648	\$ 450,648	\$ 450,648	\$ 450,648
962 Hilby			\$ 501,690	\$ 501,690	\$ 501,690	\$ 501,690
1591-1599 Del Monte Blvd.						\$ 1,145,214
705 Broadway						\$ 898,175
<i>Subtotal</i>	\$ 1,108,716	\$ 1,108,716	\$ 1,610,405	\$ 1,610,405	\$ 1,610,405	\$ 3,653,795
<b>Loan Receivables</b>						
HS - Program Income	27,332	16,019	146,274	98,845	24,004	23,864
Interest Income	42,881	16,502	9,766	65,572	153,002	126,234
Loans Receivable - Merged Area	1,506,915	1,454,683	1,265,081	1,335,601	1,258,232	1,276,496
Loans Receivable - SERAF	-	-	-	-	-	-
<i>Subtotal</i>	\$ 1,577,129	\$ 1,487,204	\$ 1,421,121	\$ 1,500,019	\$ 1,435,238	\$ 1,426,595
<b>Portfolio Value</b>	<b>\$ 2,685,844</b>	<b>\$ 2,595,920</b>	<b>\$ 3,031,526</b>	<b>\$ 3,110,424</b>	<b>\$ 3,045,644</b>	<b>\$ 5,080,389</b>

Source: City of Seaside Fund 297 Trial Balance

## REAL PROPERTY AND DISPOSITION STATUS

HSC Sections 33334.16 and 34176.1(e) require that all real properties acquired by the Agency prior to February 1, 2012, and transferred to the City be developed for affordable housing purposes or disposed of within five to ten years from the date DOF approved the HAT.

The Agency transferred one real property to the City on the HAT upon dissolution. The property located at 1561-1571 Del Monte Blvd., is a substandard sized vacant lot currently used as parking to support affordable housing development. On January 19, 2023, the City approved Resolution 23-17 reserving a minimum of 36 residential parking spaces to support affordable housing development in the West Broadway Urban Village.

## LOANS RECEIVABLE

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The former Agency transferred 76 loans and grants to the Housing Successor on the HAT, with \$2,179,851 due back to the Housing Successor at the time the HAT was prepared. As of FY 2024-25, there are 25 remaining loans<sup>2</sup> with a total of \$1.3 million due back to the Housing Successor<sup>3</sup>. The balances reflected in this report match the City's accounting records as of June 30, 2025.

- First Time Homebuyer Loans: As of June 30, 2025, First Time Home Buyer loans had an outstanding balance of \$872,928. These loans aided low to moderate-income first-time homebuyers with 5 percent simple interest loans.
- Housing Rehabilitation Program: As of June 30, 2025, there were \$391,814 in outstanding loans in the Housing Rehabilitation Loan Program. The Program provided very low-income homeowners with no interest loans and low to moderate-income homeowners with 3 percent interest loans for rehabilitation.
- Emergency Home Repair Grant Program: The Home Emergency Repair Program had four loans with an outstanding balance of \$8,230 as of June 30, 2025. The program helped low to moderate income homeowners fund emergency repairs.

These loan programs were implemented prior to redevelopment dissolution and are no longer active. Housing Asset Funds must be spent on affordable housing development as defined by HSC 34176.1 and described earlier in this report.

## SENIOR RENTAL HOUSING LIMIT COMPLIANCE

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The Housing Successor complies with the limit allowing no more than 50 percent of the total aggregate number of rental units produced within the preceding ten years to be restricted to seniors. The most recent ten-year period is FY 2015-16 through 2024-25. The Housing Successor has not assisted any deed-restricted rental projects in the past ten years and therefore complies with this requirement by default.

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<sup>2</sup> The total number of remaining loans (25 loans) differs from the homeowner unit inventory in Table 6 (22 properties) because some properties have multiple loans.

<sup>3</sup> The loan receivable total reflected in this section (\$1,272,927) differs from the FY 2024-25 loan receivable balance in Table 3 (\$1,276,496) due to an overpayment to the loan processor.

## EXCESS SURPLUS

The Housing Asset Fund may not accumulate an “excess surplus”, or an unencumbered amount that exceeds the greater of \$1 million or the sum of deposits in the prior four fiscal years. This requirement ensures that housing successors are actively spending available Housing Asset Funds on affordable housing.

As of FY 2024-25, the Housing Successor had an excess surplus of \$4,129,615 as shown in Table 5. This is the first year the Housing Successor has completed an Annual Report and evaluated excess surplus. The City acquired two properties in FY 2024-25 valued at approximately \$1.8 million, which will reduce excess surplus to approximately \$2.3 million in FY 2025-26. The City plans on utilizing these properties for affordable housing purposes to comply with Health and Safety Code Section 34176.1. In addition, by designating parking at 1561-1571 Del Monte for affordable housing, the City is taking steps to facilitate future development that will further reduce the surplus.

<b>Table 5</b>	
<b>Excess Surplus</b>	
<b>Step 1: Determine Unencumbered Cash Balance From Financials</b>	
FY 24-25 Beginning Cash Balance	5,129,615
Less: Encumbered Funds	\$ -
Unencumbered Amount	<b>\$ 5,129,615</b>
<b>Step 2: Determine Greater of \$1M or Last 4 Deposits</b>	
\$1 Million, or	\$ 1,000,000
Last 4 years' deposits	\$ 839,318
<b>2023-24</b>	\$ 284,346
<b>2022-23</b>	\$ 111,252
<b>2021-22</b>	\$ 353,083
<b>2020-21</b>	\$ 90,638
Result: Larger Number	<b>\$ 1,000,000</b>
<b>Step 3: Excess Surplus is Amount Step 1 Exceeds Step 2, if Any</b>	
(1) Unencumbered Amount	\$ 5,129,615
(2) Less: Larger Number From Step 2	\$ 1,000,000
<b>Excess Surplus</b>	<b>\$ 4,129,615</b>
<i>Source: City of Seaside Fund 297 Trial Balance</i>	

Housing successors must eliminate any excess surplus by expending or encumbering the funds within three fiscal years. If a housing successor fails to comply, it must transfer any remaining excess surplus to HCD within 90 days of the end of the third fiscal year. The City will ensure the excess surplus amount is encumbered or spent within three fiscal years, or by June 30, 2028.

## **OTHER INFORMATION**

### **TRANSFERS TO OTHER HOUSING SUCCESSORS**

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There were no transfers to another housing successor entity for a joint project pursuant to HSC Section 34176.1.

### **HOMEOWNERSHIP UNIT INVENTORY**

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Table 6 presents an inventory of affordable homeowner units assisted by the former Agency or Housing Successor. There are 22 remaining homeowner units with affordability covenants. The covenants expire when the loans are paid off.

**Table 6  
Homeownership Unit Inventory**

<b>Project Name / Address</b>	<b>Unit No.</b>	<b>Covenant Expiration</b>
1094 Hamilton Avenue	1	10/21/2038
1175 San Pablo Court	1	10/16/2059
1177 San Pablo Court	1	5/16/2051
1179 San Pablo Court	1	1/18/2051
1183 San Pablo Court	1	5/8/2051
1189 San Pablo Court	1	1/20/2051
1195 San Pablo Court	1	1/4/2051
1241 Hilby Avenue	1	3/12/2034
1245 Hilby Avenue	1	1/13/2040
1281 Amador Avenue	1	7/24/2027
1391 Hilby Avenue	1	5/12/2041
1524 Lowell Street	1	6/13/2031
1609 Luxton Street	1	9/22/2038
1711 Harding Street	1	10/17/2020
1720 Flores Street	1	3/21/2023
1758 Broadway	1	9/30/2027
1821 Judson Street	1	9/20/2030
1845 Luxton Street	1	9/22/2041
1873 Vallejo Street	1	9/10/2029
1949 Mariposa Street	1	1/20/2035
455 Elm Avenue	1	4/19/2027
6665 Amador Avenue	1	6/20/2031

Note: Covenants that have expired due to loan repayment are not included in this table.

## APPENDIX 1 – HOUSING ASSET TRANSFER FORM

Attached as a separate document.

**DEPARTMENT OF FINANCE  
HOUSING ASSETS LIST  
ASSEMBLY BILL X1 26 AND ASSEMBLY BILL 1484  
(Health and Safety Code Section 34176)**

Former Redevelopment Agency: Redevelopment Agency of City of Seaside

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

Entity Assuming the Housing Functions of the former Redevelopment Agency: Successor Agency of the Redevelopment Agency of City of Seaside

Entity Assuming the Housing Functions Contact Name: Daphne Hodgson Title Deputy CM-Admin Svcs Phone 831-899-6718 E-Mail Address dhodgson@ci.seaside.ca.us

Entity Assuming the Housing Functions Contact Name: Daphne Hodgson Title Deputy CM-Admin Svcs Phone 831-899-6718 E-Mail Address dhodgson@ci.seaside.ca.us

All assets transferred to the entity assuming the housing functions between February 1, 2012 and the date the exhibits were created are included in this housing assets list. The following Exhibits noted with an X in the box are included as part of this inventory of housing assets:

Exhibit A - Real Property	X
Exhibit B- Personal Property	
Exhibit C - Low-Mod Encumbrances	X
Exhibit D - Loans/Grants Receivables	X
Exhibit E - Rents/Operations	X
Exhibit F- Rents	
Exhibit G - Deferrals	X

Prepared By: Lisa Brinton, Redevelopment Project Manager

Date Prepared / Revised: 7/31/12 8/23/2012

Exhibit A - Real Property

City of Seaside  
Inventory of Assets Received Pursuant to Health and Safety Code section 34178 (a) (2)

Item #	Type of Asset / commercial space	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low- mod housing?	Is the property encumbered by a low-mod housing covenant?	Source of low- mod housing covenant, if applicable	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by this former RDA	Interest in real property (option to purchase, easement, etc.)
1	low-mod with commercial space	1561-1671 Del Monte Boulevard; APN 011- 301-10, 011-301-011, 011-301-023, 011-301- 024	\$656,068	11,346	not yet determined	not at this time	n/a	1-Feb-12	yes	no	no	18-Mar-09	grant deed
2													
3													
4													
5													
6													
7													
8													
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10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													

Exhibit B - Personal Property

City of Seaside  
 Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Description	Carrying Value of Asset	Date of transfer to Housing Successor Agency	Acquisition cost funded with Low-Hood Housing Fund monies	Acquisition costs funded with other RDA funds	Acquisition costs funded with non-RDA funds	Date of acquisition by the former RDA
1								
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a/ Asset types any personal property provided in residences, including furniture and appliances, all housing-related files and loan documents, office supplies, software licenses, and mapping programs, that were acquired for low and moderate income housing purposes, either by purchase or through a loan, in whole or in part, with any source of funds.

Exhibit C - Low-Mod Encumbrances

City of Seaside  
Inventory of Assets Received Pursuant to Health and Safety Code section 34178 (e) (2)

Item #	Type of housing built or acquired with funds of	Date contract for enforceable obligation was executed	Contractual counterparty	Total amount currently paid for the enforceable obligation	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant is	Current owner of the property	Construction of acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of completion or acquisition of the property
	mixed income housing (rental units)	1-Sep-05	Sunbay Resorts Associates, LLC	\$3,731,082	yes	California Redevelopment Law	Sunbay Resorts Associates, LLC	no	no	n/a
1	Sunbay Affordable Housing Agreement	28-Aug-08	California State Parks	\$1,906,336	no	n/a	City of Seaside	no	no	n/a
2	2008 State Parks Housing Obligation	30-Nov-11	Lejen Lotspelch	n/a	yes	California Redevelopment Law	Lejen Lotspelch	no	yes	30-Jun-05
3	low-mod housing 1187 San Pablo Court	4-Jan-08	Willie Dy Co and Novellita A. Co	n/a	yes	California Redevelopment Law	Willie Dy Co and Novellita A. Co	no	yes	30-Jun-05
4	low-mod housing 1195 San Pablo Court	16-May-06	Renato M. and Lope C. Dells	n/a	yes	California Redevelopment Law	Renato M. and Lope C. Dells	no	yes	30-Jun-05
5	low-mod housing 1177 San Pablo Court	8-May-06	Vertis Nathan Elmore and Shannon Elmore	n/a	yes	California Redevelopment Law	Nathan and Shannon Elmore	no	yes	30-Jun-05
6	low-mod housing 1183 San Pablo Court	17-Nov-05	Sergio Garcia Adame	n/a	yes	California Redevelopment Law	Sergio Garcia Adame	no	yes	30-Jun-05
7	low-mod housing 1175 San Pablo Court	21-Dec-05	Guadalupe Hernandez-Palma	n/a	yes	California Redevelopment Law	Guadalupe Hernandez-Palma	no	yes	30-Jun-05
8	low-mod housing 1185 San Pablo Court	27-Feb-06	Hung Van Huynh and My Tuyet La	n/a	yes	California Redevelopment Law	Hung Van Huynh and My Tuyet La	no	yes	30-Jun-05
9	low-mod housing 1197 San Pablo Court	20-Jan-06	Patrick S. Malate	n/a	yes	California Redevelopment Law	Patrick S. Malate	no	yes	30-Jun-05
10	low-mod housing 1189 San Pablo Court	11-Feb-05	Hung V. Nguyen and Jennifer Thao Phan	n/a	yes	California Redevelopment Law	Hung V. Nguyen and Jennifer Thao Phan	no	yes	30-Jun-05
11	low-mod housing 1193 San Pablo Court	3-Feb-06	Arvind Singh	n/a	yes	California Redevelopment Law	Arvind Singh	no	yes	30-Jun-05
12	low-mod housing 1191 San Pablo Court	18-Nov-05	Charles Victor Stanco and Laura Jane Stanco	n/a	yes	California Redevelopment Law	Charles Victor Stanco and Laura Jane Stanco	no	yes	30-Jun-05
13	low-mod housing 1181 San Pablo Court	16-Jan-06	Jose R. Zambrano	n/a	yes	California Redevelopment Law	Jose R. Zambrano	no	yes	30-Jun-05
14	low-mod housing 1179 San Pablo Court									

Exhibit D - Loans/Grants Receivables

City of Seaside  
Inventory of Assets Received Pursuant to Health and Safety Code section 34178 (a) (2)

Item #	Was the Low-Med Working Fund amount reserved for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was granted	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date if the funds are for a loan	Interest rate of loan	Current outstanding loan balance
1	Loan	\$50,000.00	7/24/1987	Adams, Willie Mae	FTHB -Deferred	Yes	7/24/2027	3% SIA	\$48,739.04
2	Loan	\$50,000.00	3/30/2011	Aldrete, Anthony & Straida	FTHB -Deferred	Yes	3/30/2041	3% SIA	\$51,500.00
3	Loan	\$50,000.00	10/29/2009	Appel, Timothy & Kethera	FTHB -Deferred	Yes	10/29/2039	3% SIA	\$53,046.00
4	Loan	\$48,065.31	2/8/2011	Barnes, Elma	Rehab -Non Deferred	Yes	2/8/2041	3% SIA	\$48,728.59
5	Loan	\$50,000.00	9/17/2009	Beris, Inaida & Starnely	Rehab -Non Deferred	Yes	9/17/2039	3% SIA	\$54,787.14
6	Loan	\$50,000.00	10/17/2000	Birdsell, Kathryn	Rehab -Deferred	Yes	10/17/2020	One Month at 3% added yearly to the outstanding principle	\$51,392.31
7	Loan	\$60,000.00	11/21/2002	Bonds, Dorothy	Rehab -Deferred	Yes	11/21/2022	One Month at 3% added yearly to the outstanding principle	\$61,368.58
8	Loan	\$4,631.64	3/21/2003	Bonds, Dorothy	Emergency	Yes	3/21/2023	3% SIA, not to exceed \$150	\$6,278.89
9	Loan	\$35,000.00	9/22/2011	Bonner, Clementine	Rehab -Non Deferred	Yes	9/22/2041	3% SIA	\$35,000.00
10	Loan	\$59,275.00	11/21/2002	Cebanilla, Gavino	Rehab	Yes	11/21/2032	3% SIA	\$33,115.83
11	Loan	\$30,000.00	3/12/2004	Cefalu, Cindy	Rehab	Yes	3/12/2034	3% SIA	\$39,659.05
12	Loan	\$14,959.09	12/1/2005	Christenberry, Nancy	Rehab -Deferred	Yes	due upon death,	3% SIA	\$15,161.84
13	Loan	\$6,591.43	11/7/2001	Christenberry, Nancy	Emergency	Yes	due upon death, or becoming non-resident of property	3% SIA, not to exceed \$150	\$6,091.43
14	Loan	\$3,639.00	9/3/1988	Christenberry, Nancy	Emergency	Yes	due upon death, or becoming non-resident of property	3% SIA, not to exceed \$150	\$5,327.23
15	Loan	\$50,000.00	1/4/2008	CO, Willie Dy & Novella A.	FTHB	Yes	1/4/2051	3% SIA	\$35,821.57
16	Loan	\$50,000.00	6/18/2008	Cook, Jimmy R. Jr. & Anita J.	FTHB -DPA -Deferred	Yes	6/18/2038	3% SIA	\$67,530.53
17	Loan	\$50,000.00	4/6/2010	Cota, Nathan A. & Stephanie R.	FTHB -DPA	Yes	4/6/2040	3% SIA	\$53,018.48
18	Loan	\$60,000.00	3/18/2009	Cullip, Patricia V. & Elvira L.	FTHB -DPA -Deferred	Yes	3/18/2039	3% SIA	\$65,400.00
19	Loan	\$50,000.00	5/18/2008	Dalla, Renato M. & Lope C.	FTHB	Yes	5/18/2038	3% SIA	\$59,702.81
20	Loan	\$30,000.00	9/10/1999	Diaz-Hernandez, Jose A.	FTHB	Yes	9/10/2028	3% SIA	\$42,772.84
21	Loan	\$60,000.00	4/11/2011	Elmore, Verlis N. & Shannon	FTHB -Deferred	Yes	4/11/2041	3% SIA	\$71,543.14
22	Loan	\$50,000.00	12/1/2000	Falla, Angela Lee	Rehab -Deferred	Yes	12/1/2030	One Month at 3% added yearly to the outstanding principle	\$51,500.00
23	Loan	\$50,000.00	12/1/2000	Finch, Douglas H. Jr.	Rehab -Deferred	Yes	12/1/2030	One Month at 3% added yearly to the outstanding principle	\$51,392.31
24	Loan	\$5,000.00	7/8/2001	Finch, Douglas H. Jr.	Emergency	Yes	due upon death, sale transfer of title, or becoming non-resident of property	3% SIA, not to exceed \$150	\$6,650.00
25	Loan	\$50,000.00	1/13/2010	Fowler, Van Q.	FTHB -DPA	Yes	1/13/2040	3% SIA	\$53,046.00
26	Loan	\$30,479.88	1/20/2010	Fones, Margaret Jerry	Rehab -Deferred	Yes	1/20/2040	3% SIA	\$30,479.88
27	Loan	\$50,000.00	9/22/2008	Gahleit, Sachin & Asha Lata	FTHB -DPA -Deferred	Yes	9/22/2038	3% SIA	\$54,472.45
28	Loan	\$48,750.00	11/25/2005	Garcia, Sergio A.	FTHB	Yes	11/25/2035	3% SIA	\$48,181.32

Exhibit D - Loans/Grants Receivables

City of Seaside  
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Was the Low-Mid Housing Fund amount received for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were received or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Request date, if the funds are for a loan	Interest rate of loan	Current outstanding loan balance
29	Loan	\$42,100.00	8/20/2000	Griffin, Geraldine	Rehab -Deferred	Yes	8/20/2030	One Month at 3% added yearly to the outstanding principle	\$42,848.42
30	Loan	\$80,000.00	12/5/2008	Grijalva, Lavonna	Rehab -Non Deferred	Yes	12/5/2038	3% SIA	\$83,864.66
31	Loan	\$50,000.00	1/24/2011	Hernandez, Eduardo	FTHB -DPA-Deferred	Yes	1/24/2041	3% SIA	\$51,800.00
32	Loan	\$50,000.00	12/21/2005	Hernandez-Palma, Guadalupe	FTHB	Yes	12/21/2035	3% SIA	\$12,535.00
33	Loan	\$50,000.00	12/16/2002	Hofler, Michael A.	Rehab	Yes	12/16/2032	3% SIA	\$74,534.40
34	Loan	\$30,000.00	7/16/2004	Ilegan, Rodrigo	FTHB	Yes	7/16/2034	3% SIA	\$34,234.45
35	Loan	\$50,000.00	9/8/2010	Kalini, Carmal & Rafael Hala	FTHB -DPA	Yes	9/8/2040	3% SIA	\$51,500.00
36	Loan	\$25,500.00	6/24/2004	Lombos, Fernando	FTHB	Yes	6/24/2034	3% SIA	\$23,177.96
37	Loan	\$50,000.00	1/18/2006	Melate, Patrick & Melanie	FTHB	Yes	1/18/2036	3% SIA	\$35,821.57
38	Loan	\$59,200.00	6/20/2001	Maldonado, Angella	Rehab -Deferred	Yes	6/20/2031	One Month at 3% added yearly to the outstanding principle	\$60,848.50
39	Loan	\$21,478.00	4/4/2003	McFariand, Noriko	Rehab -Deferred	Yes	4/4/2030	One Month at 3% added yearly to the outstanding principle	\$21,641.82
40	Loan	\$60,000.00	10/21/2008	Monte, Amber	FTHB -DPA-Deferred	Yes	10/21/2038	3% SIA	\$62,583.62
41	Loan	\$28,888.93	3/23/2004	Moore, Grace	Rehab -Deferred	Yes	3/23/2034	One Month at 3% added yearly to the outstanding principle	\$29,451.37
42	Loan	\$50,000.00	5/12/2011	Nasrallah, Dina	FTHB -Deferred	Yes	5/12/2041	3% SIA	\$51,500.00
43	Loan	\$30,000.00	4/18/1997	Nunez, Jose Luis	FTHB	Yes	4/18/2027	3% SIA	\$46,738.04
44	Loan	\$60,000.00	8/13/2001	Paige, Bertha	Rehab -Deferred	Yes	8/13/2031	One Month at 3% added yearly to the outstanding principle	\$50,381.65
45	Loan	\$5,000.00	6/6/2005	Quigley, Don	Rehab -Deferred	Yes		One Month at 3% added yearly to the outstanding principle	\$5,076.47
46	Loan	\$60,000.00	1/20/2005	Quigley, Don	Rehab -Deferred	Yes	1/20/2035	One Month at 3% added yearly to the outstanding principle	\$60,305.09
47	Loan	\$41,301.00	4/22/2011	Tilwell, Louisa	Rehab -Deferred	Yes	12/20/2026	0% SIA	\$41,301.00
48	Loan	\$46,204.85	8/18/2004	Torres, Eugene	Rehab -Deferred	Yes	8/18/2034	3% SIA	\$47,018.62
49	Loan	\$54,643.00	3/28/2011	Vandigo, Hope	Rehab -Deferred	Yes	3/28/2041	0% SIA	\$54,643.00
50	Loan	\$50,000.00	2/18/2011	Vivanco, Anthony	FTHB -DPA-Deferred	Yes	2/18/2041	3% SIA	\$51,500.00
51	Loan	\$25,450.00	8/14/2000	Wright, Jondell	Rehab	Yes	8/14/2030	3% SIA	\$11,903.47

Exhibit D - Loans/Grants Receivables

City of Sealife  
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Was the Low-Med. Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan	Interest rate of loan	Current outstanding loan balance
52	Loan	\$60,000.00	1/24/2006	Zambrano, Jose & Rose	FTHB	Yes	1/24/2036	3% SIA	\$71,843.14
55	Grant	\$600.00	8/21/2009	Bynum, Desha	EHRGP	Yes	n/a	n/a	n/a
56	Grant	\$510.84	4/8/2011	Hernandez, Eduardo	HPP	Yes	n/a	n/a	n/a
57	Grant	\$750.00	11/18/2010	Hutchinson, Joseph and Monica	HPP	Yes	n/a	n/a	n/a
58	Grant	\$227.54	8/1/2008	Nimi, Ibrahim	HPP	Yes	n/a	n/a	n/a
59	Grant	\$2,829.66	4/14/2009	Mason, Jocelyne	HPP	Yes	n/a	n/a	n/a
61	Grant	\$600.00	2/8/2011	Widoczak, Olivia and Stanley	EHRGP	Yes	n/a	n/a	n/a
62	Grant	\$600.00	5/22/2010	Quincy, Don	EHRGP	Yes	n/a	n/a	n/a
63	Grant	\$600.00	6/8/2011	Heisenmann, Audrey	EHRGP	Yes	n/a	n/a	n/a
64	Grant	\$600.00	1/21/2010	Pickler, Pip	EHRGP	Yes	n/a	n/a	n/a
65	Grant	\$600.00	11/22/2010	Dobor, Felix & Barbara	EHRGP	Yes	n/a	n/a	n/a
66	Grant	\$675.00	11/19/2008	Perkins, James and Diana	EHRGP	Yes	n/a	n/a	n/a
67	Grant	\$600.00	9/30/2008	Popo, Releunta	EHRGP	Yes	n/a	n/a	n/a
68	Grant	\$600.00	8/28/2008	Nimo, Ibrahim & Wildad	EHRGP	Yes	n/a	n/a	n/a
69	Grant	\$365.00	8/22/2008	Loi, Emily	EHRGP	Yes	n/a	n/a	n/a
70	Grant	\$600.00	2/13/2008	Collins, Louise	EHRGP	Yes	n/a	n/a	n/a
71	Grant	\$600.00	10/3/2011	Cecilio, Diane	EHRGP	Yes	n/a	n/a	n/a
72	Grant	\$600.00	8/11/2011	Wayne, Charles	EHRGP	Yes	n/a	n/a	n/a
73	Grant	\$728.88	1/20/2010	Flores, Marcel Jerry	HPP	Yes	n/a	n/a	n/a
74	Grant	\$600.00	1/20/2010	Flores, Marcel Jerry	HPP	Yes	n/a	n/a	n/a
75	Grant	\$600.00	6/16/2009	Barna, Inedda & Stanley	EHRGP	Yes	n/a	n/a	n/a
76	Grant	\$600.00	6/16/2009	Barna, Inedda & Stanley	EHRGP	Yes	n/a	n/a	n/a
78	Grant	\$889.54	7/21/2010	Reimers, Erik & Julie	HPP	Yes	n/a	n/a	n/a

FTHB = First Time Home Buyer  
Rehab = Housing Rehabilitation Program  
SIA = Simple Interest Per Annum  
EHRGP = Emergency Home Repair Grant Program  
HPP = House Paint Program

Exhibit E - Rents/Operations

City of Seaside  
 Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment and	Type of property with which they are associated by	Property owner	Entity that collects the payments	Entity to which the payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the re/operation is associated with (if applicable)
1	1372 Canyon del Rey rent	low-mod housing	Successor Agency	Successor Agency	Successor Agency	property maintenance	no	n/a	n/a
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

Exhibit F - Rents

**City of Seaside  
Inventory of Assets Received Pursuant to Health and Safety Code section 34178 (a) (2)**

Item #	Type of payment a/	Type of property with which the payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent is associated with (if applicable)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

a/ May include rents or home loan payments.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit G - Deferrals

City of Seaside  
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Purpose for which funds were deferred	Fiscal year in which funds were deferred	Amount deferred	Interest rate at which funds were to be repaid	Current amount owed	Date upon which funds were to be repaid
		2009-10 2010-11	\$ 3,972,376 \$ 817,842	LAIF rate LAIF rate	\$ 3,972,376 \$ 817,842	2015 2016
1	33690(G)(1)					
2	33690.5(G)(1)					
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

## APPENDIX 2 - HOUSING SUCCESSOR ANNUAL REPORT REQUIREMENTS

### Health and Safety Code Section 34176.1(f)

<p><b>Housing Asset Fund Revenues &amp; Expenditures</b></p>	<p>Total amount deposited in the Housing Asset Fund for the fiscal year.</p> <p>Amount of deposits funded by a Recognized Obligation Payment Schedule (“ROPS”).</p> <p>Statement of balance at the close of the fiscal year.</p> <p>Description of Expenditures for the fiscal year, broken out as follows:</p> <ul style="list-style-type: none"> <li>• Homeless prevention and rapid rehousing</li> <li>• Administrative and monitoring</li> <li>• Housing development expenses by income level assisted</li> </ul> <p>Description of any transfers to another housing successor for a joint project.</p>
<p><b>Other Assets and Active Projects</b></p>	<p>Description of any project(s) funded through the ROPS.</p> <p>Update on property disposition efforts (note that housing successors may only hold property for up to five years, unless it is already developed with affordable housing).</p> <p>Other “portfolio” balances, including:</p> <ul style="list-style-type: none"> <li>• Statutory value of any real property either transferred from the former Agency or purchased by the Housing Asset Fund</li> <li>• Value of loans and grants receivable</li> </ul> <p>Inventory of homeownership units assisted by the former Agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former Agency’s investment of monies from the Low- and Moderate-Income Housing Fund.</p>
<p><b>Obligations &amp; Proportionality</b></p>	<p>Description of any outstanding production obligations of the former Agency that were inherited by the Housing Successor.</p> <p>Compliance with proportionality requirements (income group targets), which must be upheld on a five-year cycle.</p> <p>Percentage of deed-restricted rental housing restricted to seniors and assisted by the former Agency, the Housing Successor, or the City within the past ten years compared to the total number of units assisted by any of those three agencies.</p> <p>Amount of any excess surplus, and, if any, the plan for eliminating it.</p>

## APPENDIX 3 – HOUSING ASSET FUND EXPENDITURE REQUIREMENTS

<i>Health and Safety Code Section 34176.1</i>		
Expense Category	Limits	Allowable Uses
<p><b>Administration and Compliance Monitoring</b></p> <p><i>Annual Limit</i></p>	<p><b>Limit varies each year</b></p>	<p>Administrative activities such as:</p> <ul style="list-style-type: none"> <li>Professional services (consultant fees, auditor fees, etc.)</li> <li>Staff salaries, benefits, and overhead for time spent on Housing Successor administration</li> <li>Compliance monitoring to ensure compliance with affordable housing and loan agreements</li> <li>Property maintenance at Housing Successor-owned properties</li> </ul> <p>Capped at \$200,000 and adjusted annually for inflation or 5% of the statutory value of real property owned by the housing successor and the value of loans and grants receivable from the HAT ("Portfolio"), whichever is greater.</p>
<p><b>Homeless Prevention and Rapid Rehousing Solutions</b></p> <p><i>Annual Limit</i></p>	<p><b>\$500,000 maximum</b> per fiscal year</p>	<ul style="list-style-type: none"> <li>Services for individuals and families who are homeless or would be homeless but for this assistance, including:</li> <li>Contributions toward the construction of local or regional homeless shelters</li> <li>Housing relocation and stabilization services including housing search, mediation, or outreach to property owners</li> <li>Short-term or medium-term rental assistance</li> <li>Security or utility deposits</li> <li>Utility payments</li> <li>Moving cost assistance</li> <li>Credit repair</li> <li>Case management</li> <li>Other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless.</li> </ul>
<p><b>Affordable Housing Development</b></p>	<p>No spending limit, but must comply with income and age targets</p>	<p>"Development" includes:</p> <ul style="list-style-type: none"> <li>New construction</li> <li>Acquisition and rehabilitation</li> <li>Substantial rehabilitation</li> <li>Acquisition of long-term affordability covenants on multifamily units</li> <li>Preservation of at-risk units whose affordable rent restrictions would otherwise expire over the next five years</li> </ul>

*Health and Safety Code Section 34176.1*

Expense Category	Limits	Allowable Uses
	<p><b>Income Targets</b></p> <p><i>Fixed Five-Year Compliance Period</i></p> <p><i>(First Period: FY 2013-14 to 2018-19)</i></p> <p><i>Second Period: FY 2019-20 to FY 2023-24</i></p> <p><i>Third Period: FY 2024-25 to FY 2028-29)</i></p>	<p>Every five years, Housing Asset Funds must meet income targets:</p> <ul style="list-style-type: none"> <li>• At least 30% on extremely low-income rental households (up to 30% AMI or “Area Median Income”)</li> <li>• No more than 20% on low-income households (60-80% AMI)</li> </ul> <p>Moderate and above moderate-income households may not be assisted (above 80% AMI).</p> <p>Failure to comply with the extremely low-income requirement in any five-year compliance period will result in having to ensure that 50 percent of remaining funds be spent on extremely low-income rental units until in compliance.</p> <p>Exceeding the expenditure limit for low households earning between 60-80% AMI in any five-year reporting period will result in not being able to expend any funds on these income categories until in compliance.</p>
	<p><b>Age Targets</b></p> <p><i>Rolling Ten-Year Period</i></p>	<p>For the prior ten years (resets every year), a maximum of 50% of deed-restricted rental housing units assisted by the Housing Successor or its host jurisdiction may be restricted to seniors. If a housing successor fails to comply, Housing Asset Funds may not be spent on deed-restricted rental housing restricted to seniors until in compliance.</p>



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.L.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

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

**DATE:** May 7, 2026

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT FOR AN INCREASE OF \$50,000.00 TO THE CONTRACTOR SERVICES AGREEMENT WITH PRECISION CONCRETE CUTTING FOR SIDEWALK INSPECTION AND RESTORATION SERVICES FOR AN AMOUNT NOT TO EXCEED \$105,000.00**

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**RECOMMENDATION**

Approve amendment.

**BACKGROUND**

On June 5, 2025, the City Council approved a contract with Precision Concrete Cutting (PCC) for sidewalk inspection services along Broadway Avenue and Fremont Avenue. PCC completed inspections and repairs of uplifts that measure between ¼" and 2" in height in July 2025. In April 2026, staff identified additional areas, including along Del Monte Ave, and requested continued services for an additional amount not to exceed \$50,000.00.

Precision Concrete Cutting currently has a Master Services Agreement with our insurance provider, California Joint Powers Insurance Authority. As a member of Cal JPIA, the City is authorized to utilize the services outlined in that agreement, with the exact terms and conditions to be arranged between the City and the Contractor.

Well-maintained sidewalks provide safe and desirable travel ways for pedestrians and others to enjoy neighborhoods, commercial centers, and other areas of the City

Staff recommend approving an additional \$50,000 to the contract with PCC for Sidewalk Inspection and Repair Services for an amended contract amount not-to-exceed \$105,000.00.

**FISCAL IMPACT**

There are adequate Measure X Funds in the Sidewalk Project account, No. 212-8960-9578, to accommodate the amendment.

**STRATEGIC PRIORITY**

Enhanced Physical Infrastructure & Abundant Water Supply

**ATTACHMENTS**

1. Resolution
2. Amendment

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Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager

**RESOLUTION NO. 26-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT FOR AN INCREASE OF \$50,000.00 TO THE CONTRACTOR SERVICES AGREEMENT WITH PRECISION CONCRETE CUTTING FOR SIDEWALK INSPECTION AND RESTORATION SERVICES FOR AN AMOUNT NOT TO EXCEED \$105,000.00**

**WHEREAS,** City Council approved a Contract with Precision Concrete Cutting (PCC) for sidewalk inspection services on June 5, 2026; and

**WHEREAS,** Staff identified the high pedestrian traffic areas of Fremont Boulevard, Broadway Avenue, and surrounding schools; and

**WHEREAS,** PCC completed work along the selected area in July 2025; and

**WHEREAS,** In April 2026, staff identified additional areas, including along Del Monte Ave, and requested continued services for an additional amount not to exceed \$50,000.00; and

**WHEREAS,** Precision Concrete Cutting currently has a Master Services Agreement with the City's insurance provider California Joint Powers Insurance Authority and is therefore authorized to utilize the services outlined in that agreement, with the exact terms and conditions to be arranged between the City and the Contractor; and

**WHEREAS,** Well-maintained sidewalks provide safe and desirable travel ways for pedestrians and others to enjoy neighborhoods, commercial centers, and other areas of the City; and

**WHEREAS,** There are adequate Measure X Funds in the Sidewalk Project account, No. 212-8960-9578, to accommodate the amendment.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Seaside does hereby authorize the City Manager to execute a contract amendment with Precision Concrete Cutting for a cost not to exceed \$105,000.00 for sidewalk inspection and restoration.

**PASSED AND ADOPTED** at a Regular meeting of the City Council of the City of Seaside duly held on the 7th day of May, 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:

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Sheri L. Damon, City Attorney

## CONTRACT AMENDMENT #1 SIDEWALK INSPECTION AND RESTORATION CITY OF SEASIDE

Date: May 7, 2026

Change Requested by:  X  City  \_\_\_  Consultant

**Contract Date**

**Project Name**

June 5, 2025

Sidewalk Inspection and Restoration

To (Consultant): Precision Concrete Cutting, 417 Harrison St., Oakland, CA 94607

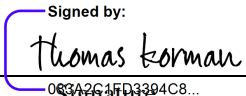
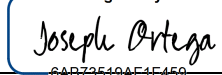
You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

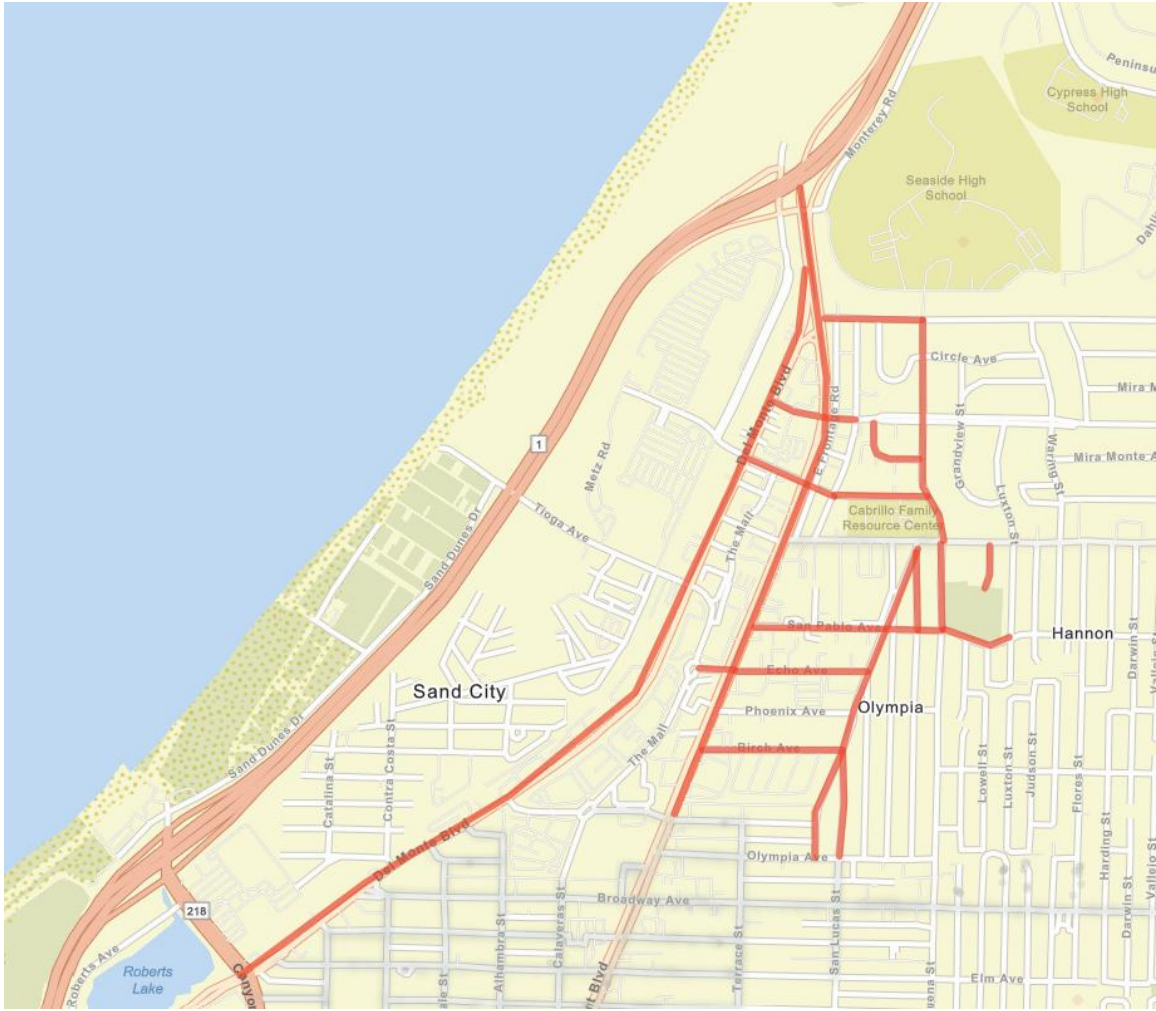
**MODIFY** the following text in **Section 5 (a), "Payment"**

City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "A" and "A1", attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **ONE HUNDRED AND FIVE THOUSAND DOLLARS (\$105,000.00)** which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

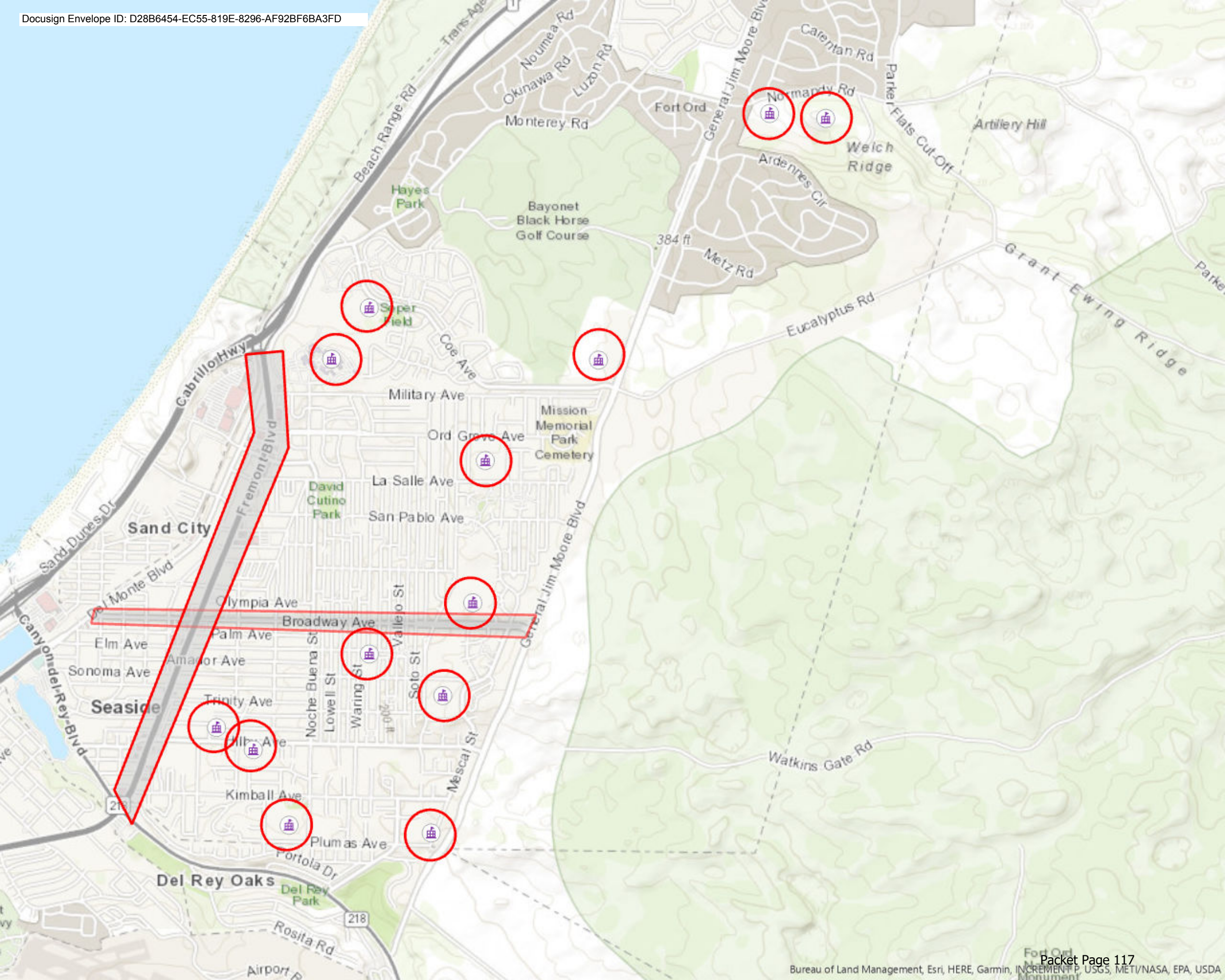
Original Contract Amount	Previous CCO Total (Not including this CCO)	This CCO Total	Revised Contract Amount
\$55,000.00	\$0.00	\$50,000.00	\$105,000.00
Original Contract Time	Original Completion Date	CCO Months To Add (Including This CCO)	Revised Completion Date
48 Months	June 30, 2027	0	n/a

SUBMITTED BY:		
Signed by:  <small>063A261FD3394C8...</small> Signature	Thomas Korman City Engineer/Public Works Director Name and Title	4/15/2026 Date
CITY APPROVAL BY:		
Signature	Greg McDanel City Manager Name and Title	Date
CONSULTANT ACCEPTANCE:		
DocuSigned by:  <small>6AB73519AF4F450...</small> Signature	Joseph Ortega VP of Business Development Name and Title	4/15/2026 Date

### Exhibit A-1



**EXHIBIT A**  
**SCOPE OF WORK/CONTRACTOR PROPOSAL**





Date: 5/13/2025

**PROPOSAL FOR “NOT TO EXCEED” AGREEMENT BETWEEN  
THE CITY OF SEASIDE AND PRECISION CONCRETE CUTTING (PCC)**

**OVERVIEW**

Uneven sidewalks caused by ground settling and tree roots cause a potential hazard to pedestrians. Displaced sidewalks cause problems for both public and private entities in the form of trip and fall liability exposure.

It is proposed that the City of Seaside and PCC enter into an agreement whereby PCC will assess, and repair sidewalks as identified and requested by City staff. The price for these services shall not exceed the dollar amount and quantity defined in the “Proposal Detail” section below.

**BACKGROUND INFORMATION ON PRECISION CONCRETE CUTTING**

PCC has been assessing and repairing sidewalks since 1990. The company performs work throughout the United States and with dozens of cities in California.

PCC is the leader in sidewalk asset management. We specialize in assessing sidewalk infrastructure and repairing uneven sidewalks. Our unique saw-cutting method for correcting off-set sidewalk panels leave ADA-compliant compliant results for a fraction of the cost of new concrete. Our clients benefit from detailed GIS maps that allow them to create a GIS database to cost-effectively manage their sidewalk infrastructure.

**ASSESSMENT SERVICES**

PCC technicians will walk every panel in the project area and visually assess potential tripping hazards and damage. PCC will GIS-compatible relists that list each location identified including a photo, exact location, off-set height and square foot amount for replacement locations.

**PROPRIETARY MOBILE PHONE SOFTWARE**

PCC has developed proprietary mobile software useable across multiple platforms (Android, iPhone, iPad, Smart Phone, etc.)

- Provides GPS Coordinates – Integrates with GIS systems
- Mapping – Provides detailed location data plotted with Google Maps
- Detailed Reporting – Provides specific and detailed data on measurements for every trip hazard
- Addresses – The software gives the address and longitude / latitude of each trip hazard location
- Additional Data - Records other data, e.g. spalling, cracks, replacements or other data you need
- Sidewalk Asset Management – PCC offers complete sidewalk asset management

**PROPRIETARY AND PATENTED REPAIR METHOD**

To Date, PCC has been awarded 8 patents by the US Patent and Trademark Office on our trip hazard removal equipment and process. The following is each patent description and number where they can be reviewed on the US Patent office web site – [www.uspto.gov](http://www.uspto.gov)

6,827,074 - Hub and blade combination patent





- 6,896,604 - Dust hood patent
- 7,000,606 - Cutting apparatus and broadening patent
- 7,143,760 - Method patent
- 7,201,644 - Variations and broadening patent
- 7,402,095 - Extended methods patent
- 9,759,559 - Stand up measuring gauge digitized readout
- 9,494,407 - Stand up measuring gauge

**PROPOSAL DETAILS**

**Contract amount:** Total charge for services rendered shall not exceed \$55,000

**Sidewalk Repairs Billing Units:** Per CJPIA Master Service Agreement

Hazard Class	Small 3/8" to 1/2"	Medium >1/2" to 1"	Large >1"	Lineal Foot per Location
<b>Price per Hazard</b>	<b>\$37.00</b>	<b>\$74.00</b>	<b>\$148.00</b>	<b>5 lin. Feet</b>

**Streets with Sidewalks to be repaired:** To be assigned by the City of Seaside .

**LIMITATIONS**

PCC removes only those trip hazards specifically requested or approved by customers and therefore makes no guarantee or representation that areas are free of trip hazards after the work is completed. In addition, PCC only performs certain trip hazard repairs. Among other things, PCC does not remove and replace sidewalk slabs (R&Rs) and does not repair certain ATTNs (e.g. utility boxes). Furthermore, to preserve clients' budgets, PCC typically does not perform any repair at and around any sidewalk slabs that require to be replaced. It is our customers' responsibility to provide proper access and PCC assumes no liability for trip hazards that cannot be repaired due to parked vehicles or other obstacles preventing safe and practical access. In such cases, PCC returns once to attempt the completion of repairs that could not be completed the first time. Additionally, it is recognized that after completion of the work, the concrete trip hazards may and frequently do continue to move naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PCC is not responsible for movement or changes in the sidewalk and is not liable for any related claims, losses, damages or liabilities thereto pertaining to it.

Precision Concrete Cutting is committed to providing the highest quality service to our customers. Should you have any questions or comments, please do not hesitate to contact us.

PCC Representative:

**YOUR REPRESENTATIVE:**

Joseph Ortega

X \_\_\_\_\_





**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.M.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

**BY:** Dan Meewis, Assistant City Manager  
Paul Blaha, Deputy Fire Chief  
Nick Borges, Police Chief

**DATE:** May 7, 2026

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2026 AGREEMENT FOR COUNTYWIDE 9-1-1 EMERGENCY COMMUNICATIONS SERVICES AND GOVERNANCE WITH THE COUNTY OF MONTEREY AND PARTICIPATING AGENCIES**

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**RECOMMENDATION**

Approve the amendment.

**BACKGROUND**

The City of Seaside participates in a countywide 9-1-1 emergency communications system administered by the County of Monterey. The previous agreement has been replaced with a comprehensive 2026 agreement that modernizes governance, operations, and cost-sharing among participating agencies. The new agreement establishes a countywide integrated public safety communications system that includes:

- 9-1-1 emergency call-taking
- Non-emergency call handling
- Dispatch services for law enforcement and fire agencies
- Coordination with emergency medical services providers

The agreement reflects a collaborative partnership among cities, fire districts, and other agencies, including the City of Seaside, to ensure consistent and coordinated emergency response services across Monterey County.

**KEY UPDATES IN THE 2026 AGREEMENT**

**1. Enhanced Governance Structure**

The agreement introduces a formal governance model through:

- **Executive Board** – Provides policy recommendations, budget input, and strategic direction
- **Operations Board** – Focuses on operational coordination, protocols, and system improvements
- **County Authority** – Retains final authority over operations, staffing, and budget decisions through the Emergency Communications Department (ECD) Director and Board of Supervisors

This structure improves transparency, accountability, and Interagency collaboration.

**2. Clarified Roles and Responsibilities**

- The **County of Monterey Emergency Communications Department (ECD)** is responsible for:
  - 9-1-1 call-taking and dispatch services
  - System operations and maintenance
  - Technology and infrastructure coordination
- **Participating agencies (including Seaside)** are responsible for:
  - Maintaining their own agency-specific equipment
  - Providing operational input through governance boards
  - Paying their proportionate share of system costs

**3. Separation of Services**

The agreement clarifies distinctions between systems:

- **9-1-1 Communications Services (this agreement)**
- **Next Generation Radio System (NGEN)** – governed under a separate agreement
- **Ambulance Dispatch Services** – managed through a separate EMS agreement

ECD performs initial medical call triage only, with ambulance dispatch handled by the EMS provider.

**4. Updated Cost Allocation Model**

Costs are shared among participating agencies using a formula based on:

- Population
- Assessed property value
- Dispatch workload

Additional updates include:

- Use of Proposition 172 revenue offsets to reduce agency costs
- Flexible billing (annual, biannual, or quarterly)
- Ability to fund capital needs through a 9-1-1 Reserve Account
- Provisions for special cost allocations (technology upgrades, equipment, etc.)

## **5. Term, Renewal, and Withdrawal**

- Initial term: Three (3) years plus remainder of fiscal year
- Automatic renewals: Two-year increments
- Withdrawal requires 24-month advance notice
- Financial obligations remain during withdrawal period and include potential buy-out provisions

## **6. Service Standards and Performance**

The agreement requires that services meet or exceed recognized industry standards, including:

- APCO
- NFPA
- NENA
- POST
- Cal OES

Performance reporting will be conducted regularly, and agencies may request audits or service reviews.

## **7. Financial Accountability & Billing Protections**

- Clear invoicing timelines and documentation requirements
- Defined dispute process for billing concerns
- Delinquency provisions, including penalties and collection mechanisms
- Audit and financial transparency provisions through governance boards

## **8. Liability, Risk, and Insurance**

- County assumes responsibility for service-related liability
- Participating agencies waive claims against the County for service delivery
- All parties must maintain required insurance coverage

The 2026 Agreement provides a modern, comprehensive framework for delivering high-quality emergency communications services across Monterey County. It enhances governance, clarifies responsibilities, strengthens financial transparency, and ensures the system remains responsive to current and future public safety needs.

Approval of this agreement will ensure the City of Seaside continues to receive reliable, coordinated emergency dispatch services.

### **FISCAL IMPACT**

The City of Seaside will continue to pay its proportionate share of dispatch service costs based on the updated cost allocation formula.

While the methodology has been refined, the agreement:

- Maintains a structured and transparent cost-sharing model
- Provides opportunities for cost offsets (e.g., Prop 172 revenue)
- Supports long-term financial planning through reserve funding

Any cost changes will be driven by operational needs, service levels, and system investments rather than the agreement structure itself.

### **STRATEGIC PRIORITY**

Effective Accessible Governance, Community Safety & Quality of Life

### **ATTACHMENTS**

1. 911 Services Agreement - For Signatures FINAL
2. 911 Agreement

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Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager

**AGREEMENT  
FOR 9-1-1 EMERGENCY COMMUNICATIONS SERVICES AND  
GOVERNANCE**

This agreement is made and entered into as of the date of last signature, by and between the County of Monterey, a political subdivision of the State of California (“County”), and the Cities, Fire Districts and other organizations listed below (County and these entities may be referred to collectively as the “Parties”):

	Fire	Police
City of Carmel-by-the-Sea	X	
City of Del Rey Oaks		X
City of Gonzales	X	X
City of Greenfield	X	X
City of King	X	X
City of Marina	X	X
City of Monterey	X	X
City of Pacific Grove	X	X
City of Salinas	X	X
City of Sand City		X
City of Seaside	X	X
City of Soledad	X	X
Monterey County Regional Fire Protection District	X	
North County Fire Protection District of Monterey County	X	
Big Sur Volunteer Fire Brigade	X	
Mid Coast Fire Brigade	X	
<b>Miscellaneous Agencies</b>		
California State University, Monterey Bay		X
Monterey Peninsula Airport District	X	X
Correctional Training/ Salinas Valley State Prison	X	

**RECITALS**

**WHEREAS**, the Parties desire to participate in a countywide public safety communications and emergency 9-1-1 dispatch system (System) consisting of all necessary 9-1-1 call taking, logging, dispatching, communications and other related services and technology for law enforcement, fire, emergency medical and other services;

**WHEREAS**, the Parties desire to collaborate as partners to better serve the public with the understanding that a formal structure will enable the County to work with representatives of the Parties and users of the System to achieve clear policy direction and consistent coordination regarding emergency dispatch services;

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9-1-1 Emergency Services and Governance Agreement

**WHEREAS**, the County, through its Department of Emergency Communications and under the governance of the Board of Supervisors, is willing and able to furnish such services through a mutually agreeable cost sharing plan;

**WHEREAS**, the Parties agree to utilize mutually owned and/or licensed equipment and resources including, but not limited to: facilities for housing staff or equipment, telephone system(s), a computer aided dispatch system and other shared infrastructure that exists today and may be installed in the future;

**WHEREAS**, the County of Monterey and participating jurisdictions have entered into a separate Services and Governance Agreement to support the Next Generation Radio System (NGEN), which provides for the shared operation, maintenance, and management of critical public safety radio infrastructure in alignment with, but independent from, this 9-1-1 Services Agreement;

**WHEREAS**, the Parties desire to work in partnership to provide input, direction and advisory decision-making on items such as operations, budget, strategy, and vision as they pertain to the County’s provision of emergency call taking, non-emergency call taking, fire, law enforcement and medical dispatching and associated emergency communications services; and

**WHEREAS**, the County has previously provided these services pursuant to a written agreement.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. DEFINITIONS**

- A Assets: Real estate, structures, equipment, and intellectual property dedicated to, used by, or generated for use in the 9-1-1 communications system and associated emergency services. “County Assets” include property purchased or otherwise acquired by the County, without financial contributions from other member Agencies. “System Assets” include property purchased or otherwise acquired by the Parties in common. Those Parties that did not contribute to the purchase, acquisition, or generation of an asset do not hold ownership rights in that asset.
- B County: The County has several roles as administrator of the System, provider of services, and as a recipient of services. A “County Service Department” refers to a department of the County that directly bills Emergency Communications for services.
- C County Board of Supervisors: The Board of Supervisors for the County of Monterey, pursuant to Government Code section 25000, is the governing body for the County of Monterey. It has final authority regarding all aspects

of the 9-1-1 system, including budget, for delivery of emergency communications services.

- D County-wide Cost Allocation Plan: The County-wide Cost Allocation Plan is the mechanism used by the County to bill overhead charges to County departments.
- E Director: The Director of the County of Monterey Emergency Communications Department, a County employee, as further described herein.
- F Emergency Communications Department (ECD): The County department responsible for providing emergency and non-emergency public safety communications services to participating jurisdictions under this Agreement. ECD's responsibilities include 9-1-1 call-taking, non-emergency call handling and dispatch operations for law enforcement and fire services. ECD also provides initial call triage for medical emergencies before transferring to the designated EMS provider.
- G Emergency Medical Service (EMS) Agency: the Local Emergency Medical Services Agency (LEMSA) designated by the County pursuant to the California Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act. The EMS Agency is responsible for medical control, regulatory oversight, system design and provider authorization for emergency medical services within the County.
- H EMS Provider: the contract ambulance service provider authorized by the EMS Agency and selected by a Participating Jurisdiction to deliver emergency and/or non-emergency medical transportation services. The EMS Provider is responsible for field response and coordination in accordance with EMS Agency protocols and the terms of its service agreement.
- I Executive Board: The Executive Board is comprised of certain executives of the Parties and represents the Parties as specified in this agreement.
- J Fiscal Year: A "Fiscal Year" is defined as July 1 of each year to June 30 of the following year.
- K Emergency Communications Boards (EC Boards): The Emergency Communications Boards are the Executive Board and the Operations Board whose responsibilities are specified in this agreement.
- L Information Technology Department (ITD): The County department responsible for providing and maintaining countywide information technology infrastructure and services, including network connectivity, cybersecurity, County-wide enterprise systems, and County-managed computer hardware

used by the Emergency Communications Department (ECD). ITD also operates and maintains the Next Generation Radio System (NGEN) pursuant to the separate Agreement for NGEN Services and Governance.

- M Operations Board: The Operations Board is comprised of certain representatives of the law enforcement and fire protection agencies that are Users, as defined below, directly receiving services as specified in this agreement.
- N Parties: The County and the Cities, Fire Districts, and other organizations that are signatory to this agreement.
- O User: Any entity directly receiving emergency communications services from the County through ECD, including County Departments, such as but not limited to, the County of Monterey Sheriff and the EMS provider utilized by the County of Monterey, and including the public safety departments and sub-entities of the Parties to this agreement. The Parties understand and agree that each Party may have one or more Users of ECD services pursuant to this agreement.
- P Miscellaneous Agencies: Non-Voting Agencies that do not have all three billable factors of "population, assessed property value, workload" necessary to be charged with the Standard Cost Sharing model such as Municipal, State and Federal entities that contract for services with the County of Monterey for Emergency Communications, e.g. State College and Correctional Facilities.

## **2. DIRECTOR OF EMERGENCY COMMUNICATIONS**

- A The Director is a County of Monterey department head position.
- B The duties of the Director are to plan, organize, coordinate, administer, and direct all activities of the Emergency Communications Department.
- C The Director shall be selected by the County Administrative Officer (CAO).
  - 1. In the selection of the Director, the CAO shall seek concurrence from the Executive Board, but the CAO shall retain authority to select, hire, evaluate, discipline and release the Director.
  - 2. In reviewing the performance of the Director, the CAO shall consult with the Executive Board and shall receive a written statement from the Executive Board regarding the Director's performance in meeting the standard herein, which will become part of the overall review. Still, all personnel evaluation decisions regarding the Director shall be the sole purview of the CAO.
- D The Director will consult with the EC Boards in matters related to ECD operational priorities, financial and budgetary requirements, policies and problem-solving. ECD operational decisions shall be the sole purview of the

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County, acting through the Director.

- E The Director, at the request of the Executive Board, will seek accreditation from an appropriate accreditation group.

**3. EMERGENCY COMMUNICATIONS BOARDS (EC Boards)**

- A The Parties agree to the formation of the EC Boards to consult and advise on the emergency communications and dispatch services provided by the ECD. Responsibilities of the EC Boards are defined herein. For those items where the EC Boards do not have direct responsibility, such as, but not limited to, labor relations, the County shall coordinate and collaborate in good faith with the Parties through the EC Boards. The governance structure established by any other agreement affecting the delivery of 9-1-1 emergency communications is revoked to the extent that it conflicts with the governance structure established by this agreement.
- B The EC Boards shall work in conjunction with the Director in developing a strategic plan for the delivery of emergency communications services.

**4. EXECUTIVE BOARD**

- A Voting members: Comprised of four City Managers---one city manager representing Salinas, one city manager representing the South County Cities of Gonzales, Greenfield, Soledad, and King City, one city manager representing the North Peninsula Cities of Marina, Seaside, and Sand City, and one city manager representing the South Peninsula Cities of Carmel-by-the Sea, Monterey, Del Rey Oaks, and Pacific Grove; plus one representative of the Fire Districts, one representative of the County of Monterey Sheriff, and the CAO, for a total of seven (7) voting Executive Board members. Each of these positions shall also have an Alternate who may act as a full Board Member in the absence of the Board Member. The Alternate must be set in advance through an agenda item notification to the ECD Executive Board. The three City Managers representing the South County Cities, North Peninsula Cities, and the South Peninsula Cities will be selected by members of the Monterey Bay Area Manager's Group. The Fire District Representative will be selected by the Monterey County Fire District's and Volunteer Fire Company Association. The Alternates will be selected by the same groups with the City of Salinas and the County of Monterey Sheriff selecting their own Alternates.
- B Each Voting Member will have one equally weighted vote. Voting Members must be Present for their vote to count. To be considered Present a Voting Member must attend in person or through Ralph M. Brown Act, Government Code section 54950-54963 (Brown Act) compliant remote attendance for their vote to count. The weight of each vote shall be dependent upon how many voting members are present with the total weight always equaling 100% and a quorum

must be present for voting to occur.

- C A quorum for conducting business shall consist of at least four Executive Board members representing at least 50% of the total dispatch center funding as defined by the current cost-sharing formulas.
- D Approval of actions by the Executive Board shall require a majority vote of the Executive Board members present at a meeting where quorum is established.
- E All operational and financial decisions within the scope of the approved budget shall remain under the exclusive authority of the Director of the ECD.
- F A unanimous vote of the quorum shall be required to: Amend this Agreement, create or amend the bylaws, or admit or remove a Participating Party.
  - 1. All recommendations and other actions taken by the Executive Board pursuant to this agreement require a vote of a quorum at a duly noticed and conducted meeting, that includes the following non- voting advisors:
    - 1 County of Monterey ECD Director or their designee
  - 2. The following non-voting advisors of the Executive Board are NOT required to be present at a meeting for a vote on any recommendation or action are:
    - 1 County of Monterey EMS Bureau Chief
    - 2 Chief Information Officer for the County of Monterey
    - 3 Operations Board Chairperson or Vice Chair
  - 3. The presence or absence of an advisor at a meeting of the Executive Board shall not count towards establishing a quorum.
- G The Executive Board shall meet at least four times per Fiscal Year and shall give reasonable notice of all meetings to all Users and all Parties. Meetings of the Executive Board shall be conducted in compliance with the requirements of the Brown Act.
- H Executive Board meeting agendas will be physically posted and electronically posted on the ECD web site in accordance with Brown Act requirements.
- I The Executive Board shall elect a chair and such other officers as it sees fit. The Executive Board may establish procedures for its business and operations, create committees composed of the Party representatives or other persons, and perform such other acts that do not violate the terms of this agreement, the bylaws adopted by the Executive Board or applicable law.

J Tenure: In the event of removal, resignation, or death of a voting member of the Executive Board, the entity responsible for appointment of that member shall promptly appoint a successor to fill the position.

K Executive Board Duties

1. The Parties understand and agree that the Executive Board has the responsibility, under this agreement, to make recommendations that affect the costs, nature and scope of the emergency communications services provided to their organizations; recommendations regarding the costs, nature, and scope of the emergency communications services provided to the Parties under this agreement shall be made at Executive Board meetings at which a quorum of voting members is present; all recommendations made by the Executive Board shall be enacted by a vote of the quorum following voting rules set forth in this agreement.
2. From time to time, ECD's budget may be augmented pursuant to this Agreement to provide special funding as needed for reasons such as, but not limited to, purchase of special or upgraded equipment, replacement of failed equipment, purchase of emergency communications system software and hardware; the Executive Board shall recommend equitable apportionment of such special costs among the Parties, as otherwise provided in this agreement.
3. The Executive Board may recommend that the County, acting through the Board of Supervisors, enter into binding service agreements on behalf of all Parties or it may recommend that a service be referred to the affected Users' governing bodies for approval before a service is implemented.
4. The Executive Board may make recommendations to the County, through ECD, regarding emergency communications services program and budget-related issues. Executive Board members shall be responsible for providing information on emergency communications services program and budget issues to the Users that they represent. Users shall present such information to their governing bodies, as they deem appropriate.
5. The Executive Board shall have the responsibility to propose to the Parties fiscal policies that affect the Parties and Users.
6. The Executive Board shall meet at least four times per fiscal year, provided a quorum can be present, to receive reports from the Director or designee on all policy matters pertaining to budget, personnel, equipment, operations, or fiscal issues which could affect costs to Users. The Executive Board may review items presented by

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the County, items initiated by members of the Executive Board and items initiated by Parties and Users.

7. Notwithstanding the duties of the Executive Board to recommend policies regarding emergency communications services, where services provided or administered by ECD are not used by all the Parties, the representatives of those Parties using the respective services shall have primary responsibility for recommending policies with respect to those services; these policies shall not conflict with the County's policies or other ECD departmental policies. Any costs of special services shall be the responsibility of the using Party(s). The County will determine policy on unique services used by specified Parties, taking into account their recommendations, made pursuant to this provision.
8. The Executive Board may appoint Standing and Ad Hoc Committee(s) as necessary to advise it on technical matters or to consider special issues.
9. The Executive Board shall provide policy recommendations and input to the ECD Director. Operational decisions on the delivery of 9-1-1 services shall be the sole purview of the County, acting through the Director as provided in **Section 2, subsection D** of this Agreement.
10. The Executive Board may request financial or performance audit(s) of the ECD, including that the auditor be independent from the County. The costs of an independent financial audit shall be borne, proportionally, by the Parties as specified in this agreement. Upon the Executive Board's request for an audit, the Emergency Communications Department will cooperate in such audits.
11. Bylaws. The Executive Board may adopt bylaws consistent with this agreement, which may be amended from time to time. These by-laws shall serve as the guiding governance document for the Executive Board in performing its duties under this agreement. In the event of a conflict between the Executive Board's Bylaws and this agreement, this agreement shall prevail.
  - 1 The Executive Board shall provide 30-day advance notice to the Parties of any scheduled Executive Board meeting at which it will consider a proposal to amend the by-laws.
  - 2 Amendments to the bylaws must be approved by a vote of the Executive Board per the voting requirements in **Section 4** of this Agreement.

**5. OPERATIONS BOARD**

- A Membership of the Operations Board consists of executives, or their designees, from two law enforcement agencies, two fire protection agencies, and the County of Monterey Sheriff, City of Salinas Police Chief, City of Salinas Fire Chief, and the Director of the County's ECD, for a total of eight members.
- B Representatives of the law enforcement agencies and the fire protection agencies will be selected by their respective Chiefs associations.
- C The Parties agree that attendance and full participation by all Operations Board members are crucial. A quorum shall be defined as five voting members. It must include at least one representative from the City of Salinas and at least one law and one fire representative from any agency (the City of Salinas representative may count). Designees shall count towards quorum and must verbally identify themselves during roll-call. A quorum shall be established for each meeting of the Operations Board. After three unexcused absences by any one member of the Operations Board, the entity or entities represented by that member shall appoint a different individual to serve as a member of the Operations Board.
- D Each member has one vote; there shall be no weighted voting.
- E The affirmative vote by a majority of a quorum of the voting members present at an Operations Board meeting is required for the Operations Board to take action.
- F Key responsibilities of the Operations Board include:
1. Creating and tasking internal User Groups to resolve issues, develop protocols; investigate technologies, and address other operational issues associated with emergency communications and dispatch services.  
These User Groups may include:
    - 1 Dedicated Fire Dispatch (DFD) subcommittee of the Monterey County Fire Chiefs Association
    - 2 The Monterey County Law Enforcement Agency Association (MCLEAA) subcommittee of the Monterey County Chief Law Enforcement Officers Association.
    - 3 Other User Groups as needed.
  2. Providing recommendations to the Executive Board on operational policies, goals, and operational enhancements, including those that have budgetary implications.
- G Meets at least once annually and as needed to provide input and make recommendations on operational issues that impact multiple Parties. Duties
1. The Operations Board may provide operational policy recommendations.

2. The Operations Board shall have responsibility to provide recommendations regarding matters pertaining to operating policies that affect multiple Parties.
3. The Operations Board may receive reports from the Director or designee on major operational issues that impact multiple Parties.
4. The Operations Board may review items presented by the County, initiated by members of the Operations Board, and initiated by Users and Parties.
5. Where services are provided or administered by ECD, and are not used by all the Parties, the representatives of those Parties using the respective services shall have primary responsibility for recommending operational policies with respect to those services; these policies shall not conflict with County-wide policies or with ECD departmental policies. Any costs of special services shall be the responsibility of the using Party(s). County will determine policy on unique services used by specified Parties, taking into account their recommendations, made pursuant to this provision.
6. The Operations Board may appoint Standing and Ad Hoc Committee(s) as necessary to advise it on technical matters or to consider special issues.
7. In advance of addition of new technology or services that increase costs to User Agencies, the Operations Board shall identify and recommend cost sharing and funding mechanisms. This shall include technology and services that are funded by grants but that may have future additional costs such as for maintenance.
8. The Operations Board will recommend to the Executive Board, as it sees fit, programmatic performance audits and reviews of the Emergency Communications Department.
9. Bylaws. The Operations Board may adopt bylaws consistent with this agreement, which may be amended from time to time. These by-laws shall be the guiding governance document for the Operations Board in performing its duties under this agreement. In the event of a conflict between the By-Laws and this agreement, this agreement shall prevail.
  - 1 The Operations Board shall provide 30-days advance notice to the Parties of any scheduled Operations Board meeting at which it will consider a proposal to amend the by-laws.
  - 2 Amendments to Operations Board bylaws must be approved by all members of the Operations Board.

**6. COUNTY OBLIGATIONS**

- A The County shall provide 9-1-1 call-taking and dispatch services through ECD, excluding radio infrastructure support and maintenance. The County, through the IT Department, provides radio services through the Agreement for NGEN Services and Governance.
- B The County shall provide all answering services for calls made to Users' non-emergency telephone number (one number per User).
- C The County shall dispatch User law enforcement, fire, and in jurisdictions where specific local arrangements apply emergency medical field units and shall provide associated services, including status reporting and activity reports.
- D The County, through its Emergency Medical Services (EMS) Agency, contracts separately for ambulance dispatch and transport under the Ambulance Services Agreement. The Emergency Communications Department (ECD) does not dispatch ambulance units under this 9-1-1 Services Agreement, except in jurisdictions where specific local arrangements apply. ECD's role is limited to initial call-taking, defined as the receipt and processing of telephone calls, including the entry of basic location and incident information into the computer-aided dispatch (CAD) system, followed by the transfer of the call to the designated ambulance dispatch provider. Responsibility for ambulance unit deployment and oversight remains solely with the EMS Agency and the contracted provider under the Ambulance Services Agreement.
- E The County shall, upon agreement with the individual Parties, provide responses to urgent or emergency data inquiries made by Users' field units.
- F At the request of a User agency, the County may provide additional public safety call-taking or dispatch-related services beyond the scope of this Agreement. Such services shall be considered upon recommendation by the Operations and Executive Boards and are subject to final approval by the Director of Emergency Communications. All costs for additional services shall be the responsibility of the requesting agency and shall be memorialized in a separate written agreement.
- G The County shall provide and maintain all necessary consoles, and telephone systems, located in its communications center(s).
- H The County shall operate and maintain the telecommunications systems and associated infrastructure necessary to support the Emergency Communications Department's 9-1-1 call-taking and dispatch functions. Equipment and transmission systems that are exclusively used by an individual User agency—such as mobile, portable, base station, or remote radio and data terminals—shall be the sole responsibility of that User agency and

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maintained at that agency's expense. This section does not apply to infrastructure or services governed under the Agreement for NGEN Services and Governance.

- I County shall coordinate, administer, and maintain all systems defined by the EC Boards to benefit all Parties and Users, including development of standard operating procedures that may include training of Parties' and Users' staff to meet their responsibilities. All systems shall be maintained and operated consistent with applicable federal, state, and local laws, rules and regulations such as the State of California Department of Justice and Federal Communications Commission.
- J The County, on behalf of all Parties, may pursue grant opportunities and other external funding sources as appropriate. Applications shall be made with authorization from the County Board of Supervisors. Any funds awarded shall be applied to proportionately offset the Parties' share of applicable project expenses.
- K County shall provide technical expertise in emergency communications and dispatch services and as well as associated administrative services such as, but not limited to, human resources, budgeting, auditor, treasurer, and technical support.
- L The County shall notify the Executive Board of finalized decisions that may materially affect the cost or delivery of emergency communications services under this Agreement, including implemented salary or benefit adjustments, layoffs, or scheduling impacts such as winter recess. The County shall not disclose pending labor negotiations or confidential matters related to collective bargaining. However, the County will consider feedback from the EC Boards on the operational impacts of such decisions once formally adopted.
- M With the approval of the County Board of Supervisors, County shall be the signatory on agreements with third-party vendors for services such as, but not limited to, support of systems required under this agreement.
- N The County shall provide appropriate management, supervision, and administrative support for all emergency communications and dispatch services delivered through this Agreement. The EC Boards may make recommendations regarding service enhancements or alternative approaches to support operational efficiency. The County shall consider such recommendations in good faith, consistent with applicable laws, fiscal constraints, and operational requirements.
- O The County shall bill to Users all costs associated with providing 9-1-1 emergency call taking, non-emergency call-taking, law enforcement dispatch, fire dispatch, emergency medical dispatch, and other emergency

communications or associated services in accordance with **Section 13** of this agreement.

P The County will support, participate in, and cooperate with financial and programmatic audits and reviews of the Emergency Communications Department as recommended by the Executive and Operations Boards.

Q For direct and indirect costs that County will bill to Users as part of this agreement, County shall provide invoices or other available supporting documents in a timely manner and in accordance with **Section 13** of this agreement.

R County-requested projects requiring contribution from the Parties shall be submitted by the County, through the Director, to the Executive Board, in advance of incurring costs. The Executive Board shall make recommendations to the County on the projects and costs.

**7. RESPONSIBILITIES OF THE USERS AND PARTIES**

A Each Party, through its representative on the EC Boards, shall support the effective management and operation of the emergency communications system by providing technical and operational input to inform system design, functionality, and usage. Such input will help ensure the system meets both individual and collective public safety needs, while operational authority remains with the County.

B Each Party shall be responsible for communicating with its constituents and governing bodies about the emergency communications systems.

C Each Party shall, at its own cost, be responsible for the procurement, maintenance, and replacement of its assets that are not System Assets. Such assets must be (1) compatible with the systems used by County of Monterey Emergency Communications Department, (2) serve an individual User, and (3) used by that User's personnel at that Party's expense. Each Party shall pay all costs associated with those assets.

D Each Party utilizing Mobile Data Communications System (MDCS) services shall, at its own expense, be responsible for the procurement, maintenance, and use of equipment that is compatible with the County's technology infrastructure in effect at that time and coordinate directly with the County's Information Technology Department (ITD), and any associated costs shall be borne by the Party. These services and expenses are separate from the emergency communications services and budget administered by ECD.

E The Executive Board, with input from the Operations Board, may recommend to the County cost-sharing formulas on behalf of all Users for additional future emergency communications services provided by the County under

this Agreement. This excludes services governed by separate agreements.

- F All Parties shall provide information requested by the County or the EC Boards such as device inventory, in a timely manner.
- G Each Party shall comply with future requirements as recommended by the EC Boards. This may include but is not limited to required operational agreements, training, or upgrades of systems to comply with state or federal requirements.
- H Where applicable and feasible, and at the request of the Executive Board, all Parties shall cooperate in supporting the acquisition of external funding such as grants or earmarks. Parties are not obligated to seek or administer grants independently but may assist when opportunities align with mutual goals or operational needs. If any portion of the emergency communications system is funded through grants, contracts, or earmarks secured by any Party, all Parties shall comply with applicable provisions of such agreements to the extent required. Upon request, the Party awarded the funding shall provide a copy of the relevant documentation to any requesting Party at no cost.

**8. TERM AND RENEWAL OF THE AGREEMENT**

- A The Effective Date of this agreement shall be the date that all Parties have signed the agreement, with the County signing last. Simultaneous to the effective date of the agreement, the County and the Parties agree that the following agreements are revoked and are no longer in effect:
  - 1. All pre-existing 9-1-1 Services Agreements including by-laws, addressing emergency communications and dispatch services in the County of Monterey.
- B The initial term of this agreement shall be for three years plus the remainder of the fiscal year that the agreement is executed, unless terminated sooner by mutual consent of all Parties.
  - 1. Any Party seeking to withdraw may do so starting with the end of year three of the agreement and only after providing a two-year advance notice to the Executive Board and to all other Parties as specified in **Section 8, subsection G** below.
- C Upon completion of the initial three-year term, this agreement shall automatically be renewed for successive periods of two years.
- D Any Party seeking to withdraw may do so only after providing a two-year (24 months) advance written notice to (1) the Executive Board and (ii) to all other Parties. Notices of intention to withdraw shall be mailed or delivered to (i) each member of the Executive Board and (ii) to each Party at the address identified on the signature pages of this agreement.
- E If a Party withdraws pursuant to this Section, the agreement will remain valid for

those Parties that have elected to remain party to this agreement and any costs that are shared among the Parties shall be reallocated to reflect proportionate share for the Parties continuing to participate. All costs for the remainder of the fiscal year that a party withdraws in is the responsibility of the withdrawing party.

F In the event of withdrawal by a Party which is providing resources (such as licenses, site, or other resources) to the benefit of all Users, that resource shall be left intact and in service and that Party shall negotiate in good faith with the County and remaining Parties for continuing use of that resource.

G Voluntary Withdrawal.

1. A withdrawing Party shall provide the EC Boards with written notice of intent to withdraw 24 months before the effective date of withdrawal, a written timetable for withdrawal, and a description of the way the withdrawal will be conducted. The withdrawing Party's plan for withdrawal shall minimize disruption to other Parties and Users. The withdrawing Party shall provide any other appropriate information requested by the EC Boards or the Director, to allow the development of strategies to mitigate disruption to the remaining Users.
2. Such withdrawing Party shall continue to fund its portion of the Emergency Communications budget pursuant to this agreement for 24 months plus the remainder of the fiscal year in which the withdrawal occurs after issuance of its notice of withdrawal.
3. A withdrawing Party shall agree to a buy-out agreement to retire any financial obligations of the withdrawing Party. The Party will remain responsible for any services that will continue to be provided by the County.
4. Upon withdrawal, the withdrawing Party relinquishes all rights to System Assets.
5. A withdrawing Party that is a member of an EC Board shall notify the applicable appointing authority of its intention to withdraw at the same time that it notifies the other Parties of its withdrawal. If a withdrawing Party holds a seat on an EC Board representing other parties, that Party's seat shall be reassigned immediately upon receipt of the written notice to withdraw.
6. A Party that has withdrawn from its participation in this Agreement shall not be entitled to refund of any costs that it has incurred for the system through to the date of termination.

H Termination for Cause. The County, in consultation with the Executive Board, may terminate the participation of any Party for cause, including a Party's failure to fully fund or fully pay budgeted costs, as well as any other breach of

this agreement (default). Cause for termination includes compliance with any requirement imposed upon the Parties as specified in this agreement.

1. The Termination for Cause process shall include the following steps:
  - 1 Written notice by the Director of the Emergency Communications Department or designee to the Party, with a copy to Executive Board members. Such notice shall advise the Party of the reason for possible termination. The notice shall further advise that the Party may cure its default within 30 days of the notice and thereby avoid termination.
  - 2 If the defaulting Party begins to cure such default, the 30-day cure period will be extended by additional 30-day extensions, for as long as the defaulting Party continues to diligently prosecute such a cure to completion.
  - 3 If the defaulting Party does not cure the default within 30 days, termination of the defaulting Party shall be placed on the agenda for next Executive Board meeting. The Executive Board shall request in writing that the defaulting Party attend that meeting. The defaulting Party shall be asked to provide either (1) a plan for curing its default or (2) a plan for withdrawal, as detailed below.
  - 4 If the Executive Board finds the defaulting Party's plan for curing its default unacceptable, the Executive Board may determine by majority vote to recommend to the County that it terminate the defaulting Party's participation in this Agreement or to take other appropriate measures (e.g. lien).
  - 5 If the Executive Board decides to recommend termination of the defaulting Party from this Agreement, the Executive Board shall provide written notice to the defaulting Party that it recommends to the County that services provided under this agreement be terminated, effective 24 months following the date of delivery of the notice. A copy of the written notice of recommended termination delivered to a defaulting Party shall be provided to County. The County retains final authority and discretion to terminate a defaulting party and to determine the date that services provided under this agreement will be terminated.
  - 6 A Party terminated by the County for cause remains liable for its portion of emergency communications system costs up to the effective termination date, as well as applicable damages, collection costs, and interest.

7 The Executive Board may recommend to the County allocation of remaining System Assets among the Parties to the County or it may recommend to the County allowing the terminated Party to retain the value of its System Assets, with the stipulation that use of the system will not be made available to that Party, unless and until the Party agrees to cure all defaults/breaches as set out above.

2. The terminated Party forfeits all other rights.

3. Rights of Remaining Parties. Once the un-depreciated value of the system assets used by the defaulting Party is determined, the Executive Board may recommend to the County reallocating the system value and allocating system costs proportionally among the remaining parties. A Party that has been terminated by the County or that has withdrawn from participation shall not be entitled to refund of any costs that it has incurred for the system to the date of termination.

I Dissolution. This agreement may be voluntarily terminated by the agreement of all the Parties. As part of the termination of this agreement and dissolution of the system, the County, upon recommendation of the Executive Board, shall distribute System Assets in proportion to the contribution made by all Parties.

**9. SERVICE QUALITY AND CONDITIONS**

A The quality of system services to be provided to all Parties and Users shall, in the absence of explicitly adopted exceptions, be equal to or above established industry standards. The adopted standards and best practices shall be based upon those established by APCO, NFPA, NENA, POST, ISO, CalOES 9-1-1 Branch, and others identified by the EC Boards. In those areas where there are no industry standards, or where the established standard is not appropriate for the County of Monterey, the Director shall recommend standards and advise the EC Boards regarding budgetary, service level and other resources required to meet those standards. The EC Boards shall consider those recommendations and agree to appropriate System standards in good faith.

B Emergency Communications systems performance shall be measured in accordance with those standards developed as indicated above. The Director shall report at least annually to Parties and Users through the EC Boards regarding performance. The EC Boards may review the level of performance being achieved for each agency/User and for the whole operation in comparison to the standards and in comparison, to the levels of performance achieved in previous periods.

In reviewing system performance, the EC Boards shall consider staffing, technology, or other limitations impacting the ability to meet standards. The reporting interval may differ for different standards.

- C The County, in consultation with the EC Boards, will evaluate the feasibility of accreditation by appropriate accrediting groups, (i.e., CALEA, APCO, etc.), taking into account the investment of County staffing levels and County resources required. Final decision regarding pursuit of accreditation will remain in the sole discretion of the County. The accreditations referred to by this provision of this Agreement do not refer to or include accreditation of the County's contract ambulance services provider.
- D During the budget development process, the Director shall recommend, and the EC Boards shall evaluate, the nature and scope of services to be provided to Users. The Director shall consider requests from Users desiring increased levels of service; such requests may be recommended to the County through the Executive Board.
- E Procedures related to dispatch operations will be developed by the Director, with input, as needed, from recognized advisory groups (e.g., Law Chiefs or Fire Chiefs.) Any dispute or conflict regarding a dispatch procedure will first be addressed by the Director to determine if a resolution can be reached. If no resolution can be agreed to by the affected parties, the EC Boards may be consulted, with the final determination of appropriate action to be made by the County, acting through the Director.
- F The Director or their designee will promptly investigate all complaints received from any User or member of the public and will respond in a timely manner to the complaining party. The Director shall provide a summary of complaints and their resolution to the EC Boards or individual Users upon request. As Users contract with the County for 9-1-1 services, the handling of complaints is considered a core operational responsibility and will not be subject to routine reporting unless specifically requested. If a User is directly involved in a complaint, the Department will ensure that User is kept informed of any new or relevant information throughout the course of the investigation.

**10. ADDITION OF NEW MEMBERS**

- A Any government organization that is not a party to this agreement on the effective date of this agreement may become a Party upon: (a) the recommendation of the Emergency Communications Department; (b) the recommendation of the Executive Board by majority vote; (c) payment of a pro rata share of all previously incurred costs that the County determines will benefit the requesting organization and are thereby appropriate to assess to the

organization; and (d) execution of a written agreement with the County subjecting the requesting organization to the terms and conditions of this agreement. The County may execute an amendment to this agreement to include a new Party.

- B The Executive Board may recommend by majority vote, imposing one-time fees upon new Parties to offset costs incurred in previous fiscal years (buy-in fees). Buy-in fees include but are not limited to facility construction, major equipment purchases, and software. Buy-in fees will be incorporated into the budget for emergency communications services.
- C Under special circumstances, such as but not limited to manmade or natural disaster, acts of God, and acts of civil unrest, temporary access to the emergency communications services may be provided to non-Parties. The Director may approve non-party access and notify the EC Boards. Non-Parties may be required by the County to reimburse the County or Parties and Users any costs resulting from temporary emergency access.

**11. BUDGET DEVELOPMENT PROCESS**

- A Program and budget related decisions shall be developed by the County with input from the EC Boards, and ECD staff. The Executive Board will review staff recommendations and provide final recommendations to the County. The County Board of Supervisors shall have final authority over program and budget related decisions.
- B The Executive Board shall review the Emergency Communications Department's annual budget request prior to County's budget hearings. The County shall provide all relevant information, including information about indirect costs, in a timely manner, allowing sufficient time for the Executive Board to evaluate and make requests for information.
- C The Executive Board will advise regarding the Emergency Communications Department budget and service levels to be proposed to the Board of Supervisors and to the Parties' governing bodies, as applicable, in the form of recommended budgets and augmentation requests, in accordance with procedures established by the County. The Executive Board may provide recommendations to staff working with County service departments in reviewing charges and levels of service provided by the Emergency Communications Department. In the event that the Executive Board does not concur with the County's Recommended Budget, the Director and the Chair of the Executive Board shall present the Executive Board's recommendations regarding emergency communications budget and service levels directly to the County Board of Supervisors. Final

budget approval regarding budgets and funding of service levels are the responsibility of the County Board of Supervisors.

D The County of Monterey Emergency Communications Department will provide reports on future budgets, current year budget management and cost control, personnel (recruitment, hiring, retention), and special project status on an ongoing and annual basis as requested by the Executive Board.

E County Administrative Office staff will present ECD annual forecasts and recommended budgets for the County Board of Supervisors' consideration, including information on alternative funding/service levels and Countywide service department charges.

**12. 9-1-1 RESERVE ACCOUNT**

A The Emergency Communications Department shall regularly report accounting for the 9-1-1 Reserve Account to the Executive Board. As authorized by the County Board of Supervisors, the 9-1-1 Reserve Account will be restricted for expenditures as recommended by the EC boards, with final determination on expenditures to be made by the County and will be maintained in an interest-bearing restricted fund, until the funds are expended.

B The purpose of the 9-1-1 Reserve Account is to fiscally support capital expenditures, the future acquisition of major equipment (such as computer systems), and to spread out major expenditures over time, thereby reducing the need for large assessments to the Parties. The 9-1-1 Reserve Account will enable County and the Parties to better prepare budgets and facilitate long term fiscal planning.

C Funds in the 9-1-1 Reserve Account shall be readily accessible to the Emergency Communications Department to use for appropriate expenditures that benefit the Parties and Users.

D The Director shall present 9-1-1 Reserve Account accounting reports to the Executive Board annually or as requested.

E Accumulation of interest in the 9-1-1 Reserve Account will accrue to the benefit of the emergency communications dispatch fund.

**13. STANDARD COST SHARING PLAN FOR PARTIES AND USERS**

A Until such time that the Department of Emergency Management (DEM) establishes the Emergency Notification Governance and Financing Agreement, Emergency Notification System fees may be billed by the County.

1. DEM, as the administrator of the system, must seek annual approval from the ECD Executive Board to authorize this charge.
2. All other payment provision in this agreement shall apply.

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9-1-1 Emergency Services and Governance Agreement

B ECD will invoice each Party separately, either annually, biannually, or quarterly for fees for Dispatch Services, Inform Mobile Licensing, and other special charges to Parties and Users and may include administrative fees that will be recovered to support dispatch operations when invoices are sent for non-dispatch/call-taking services (i.e. NGEN & Emergency Notification System). County will consult with the Executive Board at least 10 days before the start of each fiscal year regarding the frequency of billing and methodology of billing to actual expenses or budgeted expenses per **subsection 1** below. The County, through ECD, may exercise its discretion in the timing of invoicing, in order to maintain adequate reserves in the special revenue fund dedicated to provision of 9-1-1 services.

- 1 In consideration of the foregoing, each Party will pay to the County, on an annual, biannual, or quarterly basis, an amount derived by the formula set forth below based on the year-to-date actual costs or budgeted costs.
- 2 Invoices shall be sent via email to the email address listed in the signature block of this Agreement. Invoices will be mailed via certified mail ONLY at the written request of the Party or User Agency to the ECD. This mailing address and email address may be changed only with written notice to ECD. An email to the current Director will suffice.
- 3 The funding formula for user agencies may include 5.0% of the County of Monterey's total Proposition 172 revenue from the two-year prior audited actual Proposition 172 revenue to offset the total charges incurred by all Parties to this agreement as determined annually by the County of Monterey Board of Supervisors during the budget process.
- 4 ECD may provide administrative support, including invoicing, to the Parties of this Agreement and may collect fees for this support.
- 5 The Countywide Cost Allocation Plan will be utilized to capture and bill the indirect costs incurred by the County which are associated with the operations of the County of Monterey Emergency Communications Department.

*(remainder of page intentionally left blank)*

C

Formula Definitions:

<b>A</b>	Actual or budgeted cost of dispatch service (Source: County of Monterey Auditor/Controller's expenditure or budget report for the Billing Period.)
<b>B</b>	Revenues from Miscellaneous Agencies, Administrative Fees, offsetting fund balance, other revenues from entities who are not party to this Agreement including the Ambulance Provider and reimbursements from the State of California.
<b>C</b>	Actual or Budgeted Annual cost subject to percentage distribution.
<b>D</b>	Most recently available total assessed valuation of real property of the Party per County Assessor. (Source: "County of Monterey Tax Rates" for the Billing Year.)
<b>E</b>	Most recently available assessed valuation of real property in the County of Monterey less the assessed valuation of real property attributed to organizations not receiving direct dispatch services. (Source: "Monterey County Tax Rates" per County Assessor for the billing year.)
<b>F</b>	Most recently available resident population of each Party. (source: for county and cities, "State of California Department of Finance Data" for the billing year and for Fire Districts, "Inventory of Local Agencies" as provided by the Local Agency Formation Commission for the County of Monterey.)
<b>G</b>	Most recently available total population of the County of Monterey, less the population of agencies not receiving direct dispatch services. (Source: for county and cities, "State of California Department of Finance Data" and for Fire Districts, "Inventory of Local Agencies" as provided by the Local Agency Formation Commission for the County of Monterey.)
<b>H</b>	Annual Workload total for each Party from the most recently available calendar year. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)
<b>I</b>	Annual Workload total for all law enforcement, fire, special emergency, and other emergency response units for the most recently available calendar year. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)
<b>J</b>	Party net percentage (Derived by applying equal weight to Party Percentage of Assessed Valuation, Resident Population and Dispatch Workload.) For Fire Districts and Fire Only Users this net percentage is multiplied by 10%. Effective July 1, 2026: <ul style="list-style-type: none"> <li>• Current Parties to this Agreement who transition to Fire-Only service will no longer be eligible for the 10% multiplier. Miscellaneous Agencies will continue to not be eligible.</li> <li>• New Parties joining the Agreement after July 1, 2026, that provide both Law and Fire services will also not be eligible for the 10% multiplier. Miscellaneous Agencies will continue to not be eligible.</li> </ul>
<b>K</b>	Party Gross Bill.
<b>L</b>	Party's Prop 172 offset shall be computed by taking the Party's original billing and dividing that by the total billing of all Parties subject to Prop 172 reduction, which is a percentage of the total billing. That percentage is multiplied by the total gross Prop 172 amount to derive the individual Party's percentage share of the Prop 172 funding.

D Cost Allocation Formula:

$$(1) \quad A - B = C$$

$$(2) \quad \left[ \frac{D}{E} + \frac{F}{G} + \frac{H}{I} \right] \text{ Divided by } 3 = J$$

$$(3) \quad C \times J = K$$

$$(4) \quad K - L = \text{Charge to the Party for the billing year.}$$

E In addition to the foregoing formula, the County may, after consultation and recommendations with the EC Boards, augment the formula on a pro rata basis to include provisions of special funding for any purpose such as, but not limited to, adding to the 9-1-1 Reserve Account, supporting needed projects to replace software, hardware, dispatch furniture, major building repair, etc. Withdrawals from the 9-1-1 Reserve Account shall be recommended to the County through the Executive Board.

F The County may consult with the Executive Board and may choose to select other source documents to replace those defined in the Formula Definitions above if the County determines that the new documents provide more accurate information.

G The Workload component of the billing formula will be annually reviewed as part of the budget process. Changes to the Workload component may be recommended to the County by the Executive Board, which changes may be implemented by the County, in its discretion, as appropriate.

H Delinquency. If a Party does not pay its fees for service as set forth above on or before the Due Date, the amount unpaid shall be deemed delinquent. A "Delinquency Fee" in the amount of five percent (5 %) of the delinquent amount shall be added to the amount owed and charged to the Party. The delinquency fee shall be applied to the amount owed (the amount owed includes any previously added delinquency fee) every 30 days until such time the bill is paid in full. If a Party does not pay the delinquent amount and any delinquency fee within 90 calendar days from the original due date from the first invoice, the County is authorized to withhold and offset from any lawful source whatsoever otherwise due to the Party, including the regular apportionment of property tax revenue, an amount sufficient to satisfy the delinquent amount and delinquency fees.

I Billing Dispute: If a Party disputes any portion of an invoice issued under this agreement, it shall notify the County in writing within 15 calendar days of receipt. The notice must include sufficient detail for the County to review and respond. The County shall provide the requested information within 15 calendar days of receiving the notice. If the County is unable to respond within 15 calendar days, the disputing Party shall be relieved of any delinquency fees or penalties on the disputed amount until 15 calendar days after the County provides the requested information. The Party shall pay all undisputed amounts by the original due date. If the dispute remains unresolved after the County's response, the matter may be escalated to the Executive Board for recommendation. No delinquency fees shall be assessed on the disputed amount while the matter is pending Executive Board review, provided the dispute was submitted in good faith and in compliance with this section. Once the Executive Board has issued a recommendation, the County shall make a final determination in good faith based on that recommendation. Delinquency fees, if any, shall only apply beginning 15 calendar days after the final determination is issued.

**14. PAYMENT PROVISIONS FOR MISCELLANEOUS AGENCIES**

- A ECD shall invoice each Miscellaneous Agency in alignment with the invoicing schedule as outlined in **Section 13, subsection B** of this Agreement.
- B The formula to determine costs is as follows:

Formula Definitions:

<b>A</b>	Miscellaneous Agency Workload for the last available calendar year (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)
<b>B</b>	Annual Workload total for the most recently available calendar year for all law enforcement, fire, special emergency, and other emergency response units for the billing period. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)
<b>C</b>	Miscellaneous Agency net percentage
<b>D</b>	Actual or budgeted cost of dispatch service (Source: County of Monterey Auditor/Controller's expenditure or budget report for the Billing Period.)
<b>E</b>	Charge to the Miscellaneous Agency for the billing year.

Cost Allocation Formula for Miscellaneous Agencies:

(1) 
$$\frac{A}{B} = C$$

(2) 
$$C \times D = E$$

- C In addition to the foregoing formula, the County may, after consultation and recommendations with the EC Boards, augment the formula on a pro rata basis to include provisions of special funding for any purpose such as, but not limited to, adding to the 9-1-1 Reserve Account, supporting needed projects to replace software, hardware, dispatch furniture, major building repair, etc. Withdrawals from the 9-1-1 Reserve Account shall be recommended to the County through majority vote of the Executive Board.
- D The County may consult with the Executive Board and may choose to select other source documents to replace those defined in the Formula Definitions above if the County determines that the new documents provide more accurate information.
- E The County of Monterey Emergency Communications Department shall bill each Miscellaneous Agency with the same timing as the other Parties to this Agreement.
- F Delinquency. If a Miscellaneous Agency does not pay its fees for service as set forth above on or before the Due Date, the amount unpaid shall be deemed delinquent. A "Delinquency Fee" in the amount of five percent (5 %) of the delinquent amount shall be added to the amount owed and charged to the Miscellaneous Agency. The delinquency fee shall be applied to the amount owed (the amount owed includes any previously added delinquency fee) every 30 days until such time the bill is paid in full. If a Miscellaneous Agency does not pay the delinquent amount and any delinquency fee within 90 calendar days from the Due Date of the original invoice, the County is authorized to withhold and offset from any lawful source whatsoever otherwise due to the Miscellaneous Agency, including the regular apportionment of property tax revenue, an amount sufficient to satisfy the delinquent amount and delinquency fees.
- G Billing Dispute: If a Miscellaneous Agency(s) dispute payment owed to County, each Miscellaneous Agency shall notify County within 15 calendar days of its receipt of its invoice. This notice shall include sufficient details about the dispute for County to review and act. County shall provide any requested information within 15 calendar days. If County is unable to respond within 15 calendar days, the Miscellaneous Agency disputing the billing shall be relieved of any delinquency payment until 15 days after the information is provided.

**15. ONGOING USE OF 9-1-1 DISPATCH CENTER**

- A As provided in the Agreement for the Construction and Funding of a Consolidated Dispatch Center for 9-1-1 emergency communications, effective on July 1, 2001, County shall provide the land located at 1322 Natividad Road,

Salinas at no cost to the Parties and Users for the duration of its use for the purposes set forth in that agreement and in this agreement.

- B The County shall permit ECD to provide the Users emergency communications and dispatch services from the 9-1-1 Dispatch Center of the consolidated Emergency Services Center including its equipment, fixtures, and furnishings for the period of time that the facility is used for 9-1-1 dispatch services.
- C The County and the Parties shall be jointly responsible for costs of maintenance of the 9-1-1 Dispatch Center.

**16. RECORDS AND CONFIDENTIALITY**

- A **Confidentiality:** County and the Parties and Users and their officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws which provide for the confidentiality of records and other information. No Party shall disclose any confidential information, any confidential records, or other confidential information received from any Party to this agreement or prepared in connection with the performance of this agreement, unless the other Party specifically permits such disclosure of records or information. All requests for disclosure of confidential information shall be promptly transmitted to the owner of the information. Notwithstanding these duties of confidentiality, the Parties acknowledge that the Parties and the County are government agencies subject to the California Public Records Act, which requires disclosure of public records subject to exceptions. The Parties and the County will mutually cooperate to comply with the California Public Records Act disclosure obligations, consistent with these confidentiality obligations.
- B **Maintenance of Records:** The County shall prepare, maintain, and preserve all reports and records that may be required by federal, state, or local rules and regulations related to services performed under this agreement. The County shall maintain such records in accordance with the provisions of the County and ECD Record Retention policies. The Parties shall maintain such records in accordance with their records retention policies. If any litigation, claim, negotiation, audit exception, or other action relating to this agreement is asserted, the County and the Parties shall retain such records until such action is resolved.

**17. COUNTY INDEMNIFICATION OF PARTIES AND PARTIES' WAIVER OF CLAIMS AGAINST THE COUNTY**

- A County hereby agrees to indemnify and hold harmless each Party, its officers, agents, employees, and authorized volunteers from any and all claims, demands, judgments or decrees made or rendered against each Party, its officers, agents or employees by reason of any injury, death or damage suffered or sustained by

any person or entity caused by, or alleged to have been caused by or arising out of the provision of the emergency communications services by the County as set forth in this agreement.

- B Further, County, at its own cost, expense and risk, shall defend any and all suits, actions, or other legal proceedings arising from the provision of emergency communications services by the County pursuant to this agreement that may be brought or instituted by third parties against each Party, its officers, agents, employees, or authorized volunteers, and shall pay and satisfy any judgment or decree that may be rendered against each Party, its officers, agents or employees in any such suit, action, or other legal proceedings. Each Party agrees to promptly notify County of any suit, action, or other legal proceeding asserted against it by third parties which arises from the provision of emergency communications services as specified in this agreement and each Party agrees to cooperate with County in the defense of such claims.
- C In return for and in recognition of County's acceptance of liability, as set forth above, each Party agrees that it will not sue, make any demand or claim, or otherwise prosecute or assert liability against the County for any claim, demand, judgment, or decree of any nature caused by or arising out of the provision of the emergency communications services by the County set forth in this agreement. This waiver of liability against the County by the Parties applies to claims, demands, judgments or decrees which are asserted by third parties and to claims, demands, judgments or decrees which could be asserted by the Parties against the County.
- D Survival of Indemnification and Waiver of Liability Obligations
  - 1. The indemnification and defense obligations assumed by County and the waiver of liability against the County agreed to by the Parties, established above, shall survive the termination of this agreement, the withdrawal of any Party from this Agreement, and the termination of any Party from this Agreement. These obligations and the waiver of liability shall extend to the expiration of the statute of limitations applicable to any claims arising from this agreement and the provision of emergency communications services pursuant to this agreement.

**18. INSURANCE**

- A Without limiting the foregoing indemnification, all Parties shall maintain in force at all times during the performance of this agreement, a policy or policies of insurance as follows, and in the minimum limits of liability as stated herein:
- B Comprehensive general liability, including but not limited to premises, personal

injuries, products, and completed operations for combined single limit of not less than \$1,000,000 per occurrence.

- C Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than \$1,000,000 per occurrence.
- D Workers' Compensation covering statutory requirements of the State of California and Employer's Liability of not less than \$1,000,000 per occurrence.
- E In the event any Party is lawfully self-insured in any or all of the aforementioned insurance areas, upon the request of a Party a letter certifying those areas of coverage, and in the minimum amounts as set forth in this agreement, shall be furnished to the requesting party prior to execution of this agreement.
- F Except with respect to Workers' Compensation insurance, each Party maintaining commercial insurance or excess insurance shall provide an endorsement naming the County, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by the County; and the County shall, under any commercial insurance or excess insurance it maintains, provide an endorsement naming each Party, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by each Party.

**19. GENERAL PROVISIONS**

- A Amendment. This agreement may be amended or modified only by an instrument in writing signed by all the Parties hereto; except for an Amendment of adding a new Party as described in **Section 10** of this Agreement.
- B Effect on Existing Agreements:
  - 1. Agreement for 9-1-1 Emergency Communications Dispatch Services (the City and Fire District 9-1-1 Service Agreement): Upon final execution of this agreement by the County and all Parties, the 9-1-1 Service Agreement executed by the County in 2020 and any amendments to that agreement shall terminate and shall no longer be of any force or effect.
  - 2. Agreement for 9-1-1 Emergency Communications Dispatch Services for Miscellaneous Agencies (the miscellaneous agency 9-1-1 Service Agreements): Upon final execution of this agreement by the County and miscellaneous agencies, the 9-1-1 Service Agreement executed by the County in 2020 and any amendments to that agreement shall terminate and shall no longer be of any force or effect.

- C Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this agreement.
- D Successors and Assigns. This agreement and the rights, privileges, duties, and obligations of the Parties 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.
- E Assignment. No Party may assign, sell, or otherwise transfer its interest or obligations in this agreement without the prior written consent of the County upon the recommendation of the Executive Board. Any organization wishing to participate in this system shall participate through this agreement and may not participate through agreements with other participating agencies. Any such purported assignment is null and void.
- F Compliance with Applicable Law. The Parties shall comply with all applicable federal, state, and local laws and regulations in performing this agreement.
- G Severability. If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this agreement, the validity of the remaining portions or provisions shall not be affected thereby.
- H Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this agreement.
- I Time is of the Essence. Time is of the essence in each and all of the provisions of this agreement.
- J Governing Law. This agreement shall be governed by and interpreted under the laws of the State of California. Venue of any dispute arising from this agreement shall be in the Superior Court of California, in the County of Monterey.
- K 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 amendment hereto.
- L Counterparts. 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.
- M Authority. Any individual executing this agreement on behalf of a Party represents and warrants hereby that he or she has the requisite authority to

enter into this agreement on behalf of such Party and to bind the Party to the terms and conditions of the same.

N Integration. This agreement, including the exhibits hereto, shall represent the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Parties as of the effective date hereof.

O Change of Address. The mailing addresses, email addresses, phone numbers, and Party contacts may change and it is the responsibility of the Parties to notify the County as specified in paragraph (P) within ten days of said change.

P Notices. Notices required under this agreement shall be emailed or delivered personally or by first-class, postage pre-paid mail as follows:

COUNTY OF MONTEREY
Director of Emergency Communications
1322 Natividad Road
Salinas, CA 93906
831.769.8880 ecdmgr@countyofmonterey.gov

IN WITNESS WHEREOF, the COUNTY and each of the Agencies have caused this agreement to be executed by their duly authorized representative as of the day and year written above.

COUNTY OF MONTEREY:	
Name (printed)	_____
Signature:	_____
Date:	_____
Director of Emergency Communications	
Address: _____	
_____	
APPROVED AS TO FORM:	
Name (printed)	_____
Signature:	_____
Date:	_____
Deputy County Counsel	
APPROVED AS TO FISCAL PROVISIONS:	
Name (printed)	_____
Signature:	_____
Date:	_____
Auditor-Controller	

Parties (one per page)

City of Carmel-by-the-Sea Duly Authorized Representative	
Name (printed)	_____
Signature:	_____
Date:	_____
Title	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

City of Del Rey Oaks Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

City of Gonzales Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

City of Greenfield Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

City of King Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

City of Marina Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

City of Monterey Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

City of Pacific Grove Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

City of Salinas Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

City of Sand City Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

City of Seaside Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

City of Soledad Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

Monterey County Regional Fire Protection District Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

Monterey Peninsula Airport District Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

North County Fire Protection District of Monterey County Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

Big Sur Volunteer Fire Brigade Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

Mid-Coast Fire Brigade Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address: _____	
Email: _____	

Parties (one per page)

California State University, Monterey Bay Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

Parties (one per page)

Correctional Training/ Salinas Valley State Prison Duly Authorized Representative	
Name (printed)	_____
Title	_____
Signature:	_____
Date:	_____
Mailing Address:	_____ _____
Email:	_____

**RESOLUTION NO. 26-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING THE CITY MANAGER TO ENTER INTO THE 2026 AGREEMENT FOR 9-1-1 EMERGENCY COMMUNICATIONS SERVICES AND GOVERNANCE WITH THE COUNTY OF MONTEREY AND PARTICIPATING AGENCIES**

**WHEREAS**, the City of Seaside participates in a countywide 9-1-1 emergency communications and dispatch system administered by the County of Monterey; and

**WHEREAS**, the County of Monterey, through its Emergency Communications Department, provides 9-1-1 call-taking, non-emergency call handling, and dispatch services for law enforcement and fire agencies; and

**WHEREAS**, the existing 9-1-1 services agreement has been updated to reflect modern governance structures, operational practices, and cost allocation methodologies; and

**WHEREAS**, the proposed 2026 Agreement for 9-1-1 Emergency Communications Services and Governance establishes a comprehensive framework for the delivery, coordination, and oversight of emergency communications services among participating public agencies; and

**WHEREAS**, the agreement provides for continued collaboration among Monterey County jurisdictions to ensure efficient, reliable, and high-quality emergency response services; and

**WHEREAS**, the agreement establishes an initial term of three (3) years plus the remainder of the fiscal year in which it is executed, with automatic renewals for successive two-year periods; and

**WHEREAS**, the agreement outlines a cost-sharing methodology based on population, assessed valuation, and service workload, along with provisions for financial transparency and oversight; and

**WHEREAS**, entering into this agreement is in the best interest of the City of Seaside to ensure continued access to coordinated regional emergency communications services.

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

1. The City Council hereby approves the 2026 Agreement for 9-1-1 Emergency Communications Services and Governance between the County of Monterey and participating public agencies.

2. The City Manager is hereby authorized and directed to execute the Agreement on behalf of the City of Seaside, in a form approved by the City Attorney.

3. The City Manager, or designee, is authorized to take such additional actions as necessary to implement the intent of this Resolution and the Agreement.

4. This Resolution shall take effect immediately upon its adoption.

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



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.N.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

**BY:** Laura Calata, Administrative Analyst

**DATE:** May 7, 2026

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

---

**RECOMMENDATION**

Authorize the use agreement.

**BACKGROUND**

Monterey Condors Club has been operating a fireworks booth in the City of Seaside for three years. Last year they requested to use a portion of 1271 Canyon Del Rey Boulevard. The City of Seaside acquired the property in 2022; thus, the applicant is required to receive authorization from the owner of record. The applicant's letter of request is provided as Attachment 3, and the location map is provided as Attachment 2.

Monterey Condors Club has a record of operating sales elsewhere in the City. There have been so negative comments related to the sale of fireworks by Monterey Condors Club at their previous site.

The sale of safe and sane fireworks will occur from June 28th through July 5th. A site plan of the fireworks sales area is provided as Attachment 4. The fireworks booth will measure approximately 12 feet wide by 20 feet in length. Set-up and breakdown of the event would occur between June 20th and July 8th, 2025. Additionally, a 12 foot by 20 foot metal storage container will be placed near the fireworks booth for the storage of fireworks being sold on-site, in accordance with State Law. Sales hours will generally occur between 10 am and 10 pm daily. Site photographs of the Fireworks Sales Area

are provided as Attachment 5.

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

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

### **FISCAL IMPACT**

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

### **STRATEGIC PRIORITY**

Community Safety & Quality of Life

### **ATTACHMENTS**

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

---

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**

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

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

**WHEREAS**, on May 7, 2026, the City Council of the City of Seaside held a public hearing to consider approving the request for the retail sales of fireworks for Monterey Condors Club from June 28<sup>th</sup> through July 5<sup>th</sup>, 2026; and

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

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside, State of California, on the 7th day of May, 2026, by the following vote:

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Ian N. Oglesby, Mayor

\_\_\_\_\_  
Dominique L. Davis, City Clerk

## EXHIBIT A

### USE AGREEMENT

**THIS AGREEMENT** is entered into this 7th day of May, 2026, by and between the City of Seaside, a municipal corporation, hereinafter referred to as “CITY” and Monterey Condors Club, a non-profit organization, hereinafter referred to as “TENANT.”

#### **1. PREMISES**

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

#### **2. TERM OF AGREEMENT**

The parties hereto agree that the TENANT shall have exclusive use of the PREMISES herein described from June 28 to July 5, 2026.

#### **3. INSURANCE**

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

#### **4. INDEMNITY**

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

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

## **5. CONDITIONS OF USE**

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

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

## **6. UTILITIES**

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

## **7. RESPONSIBILITY FOR PREMISES**

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

## **8. COMPLIANCE WITH LAWS**

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

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

**9. TERMINATION**

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

**10. LEGAL ACTION**

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

**11. ENTIRE AGREEMENT**

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

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the 7th day of May, 2026.

City of Seaside

Tenant (Non-Profit Group)

\_\_\_\_\_

\_\_\_\_\_

Greg McDanel, CITY MANAGER

Monterey Condors Club

\_\_\_\_\_

Print Name/Title

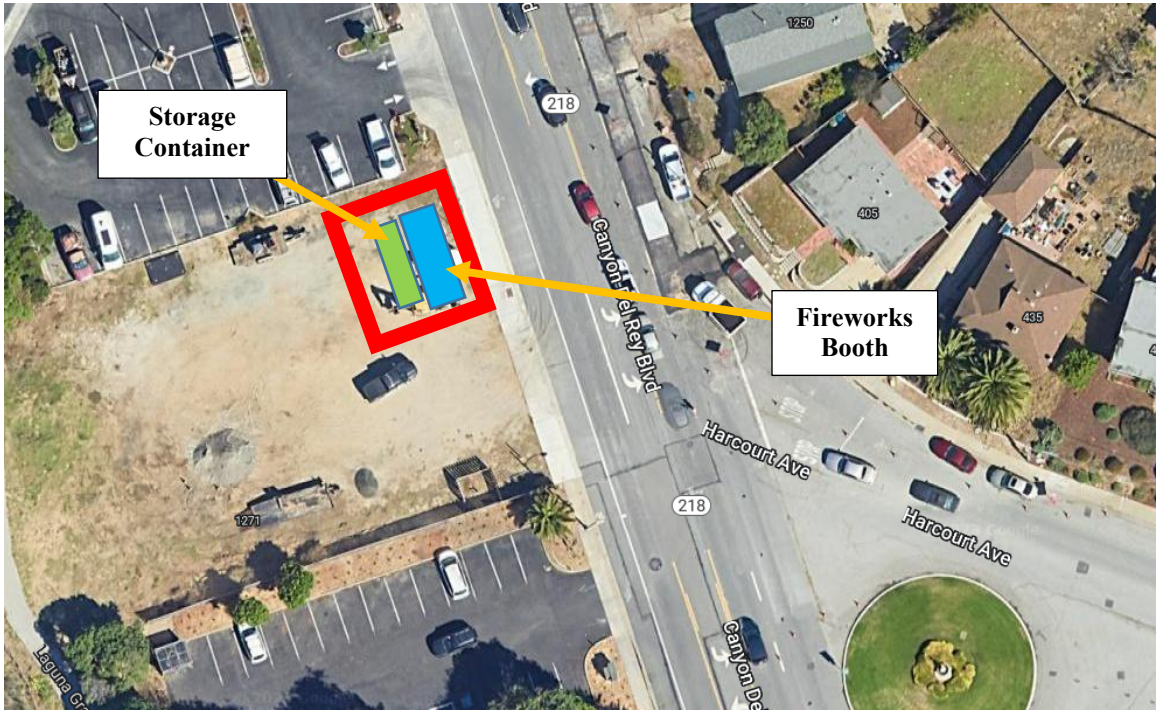
\_\_\_\_\_

Signature

**ATTACHMENT:**

- 1. Attachment 1- Site Plan

# Attachment 1 Site Plan



# Attachment 2

## Location Map

### Project Site: 1271 Canton Del Rey Boulevard



**Attachment 3  
Letter of Request**

**EIN: 81-4852061**

**Permit to Use City Land**

April 13th, 2026

Dear **City of Seaside**

I am writing to request this year 2026 permission to use the land located at **1271 Canyon del Ray Blvd, Seaside, CA 93955.**

This request is to sell fireworks for the 4th of July holiday, starting on June 28th and ending on July 5th.

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

Thank you!

At Your Service,

Marco Pulido  
Executive Director  
Monterey Condors Club  
[REDACTED]

montereycondorsclub.com

# Attachment 4 Site Plan

## 1271 Canyon Del Rey Boulevard



**Attachment 5**

**Site Photos**



**Location of  
Fireworks Booth**

View from Canyon del Rey Boulevard (eastbound)



**Location of  
Fireworks Booth**

View from Canyon Del Rey (westbound)



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.0.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

**BY:** Laura Calata, Administrative Analyst

**DATE:** May 7, 2026

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

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**RECOMMENDATION**

Adopt the resolution and authorize a use agreement.

**BACKGROUND**

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

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

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

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

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

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

**FISCAL IMPACT**

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

**STRATEGIC PRIORITY**

Community Safety & Quality of Life

**ATTACHMENTS**

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

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Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager

**RESOLUTION NO. 26-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

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

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

**WHEREAS**, on May 7, 2026, the City Council of the City of Seaside held a public hearing to consider approving the request for the retail sales of fireworks for Seaside Aquatic Club, Inc. from June 28<sup>th</sup> through July 5<sup>th</sup>, 2026; and

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

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside, State of California, on the 7th day of May, 2026, by the following vote:

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Ian N. Oglesby, Mayor

\_\_\_\_\_  
Dominique L. Davis, City Clerk

## EXHIBIT A

### USE AGREEMENT

**THIS AGREEMENT** is entered into this 7th day of May, 2026, by and between the City of Seaside, a municipal corporation, hereinafter referred to as “CITY” and Seaside Aquatic Club, Inc., a non-profit organization, hereinafter referred to as “TENANT.”

#### **1. PREMISES**

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

#### **2. TERM OF AGREEMENT**

The parties hereto agree that the TENANT shall have exclusive use of the PREMISES herein described from June 28 to July 5, 2026.

#### **3. INSURANCE**

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

#### **4. INDEMNITY**

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

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

## **5. CONDITIONS OF USE**

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

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

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

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

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

## **6. UTILITIES**

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

## **7. RESPONSIBILITY FOR PREMISES**

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

## **8. COMPLIANCE WITH LAWS**

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

**9. TERMINATION**

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

**10. LEGAL ACTION**

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

**11. ENTIRE AGREEMENT**

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

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the 7th day of May, 2026.

City of Seaside

Tenant (Non-Profit Group)

\_\_\_\_\_  
Greg McDanel, CITY MANAGER

\_\_\_\_\_  
Seaside Aquatic Club, Inc.  
(Name of Organization)

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Signature

**ATTACHMENT:**

- 1. Attachment 1- Site Plan

# Attachment 1 Site Plan



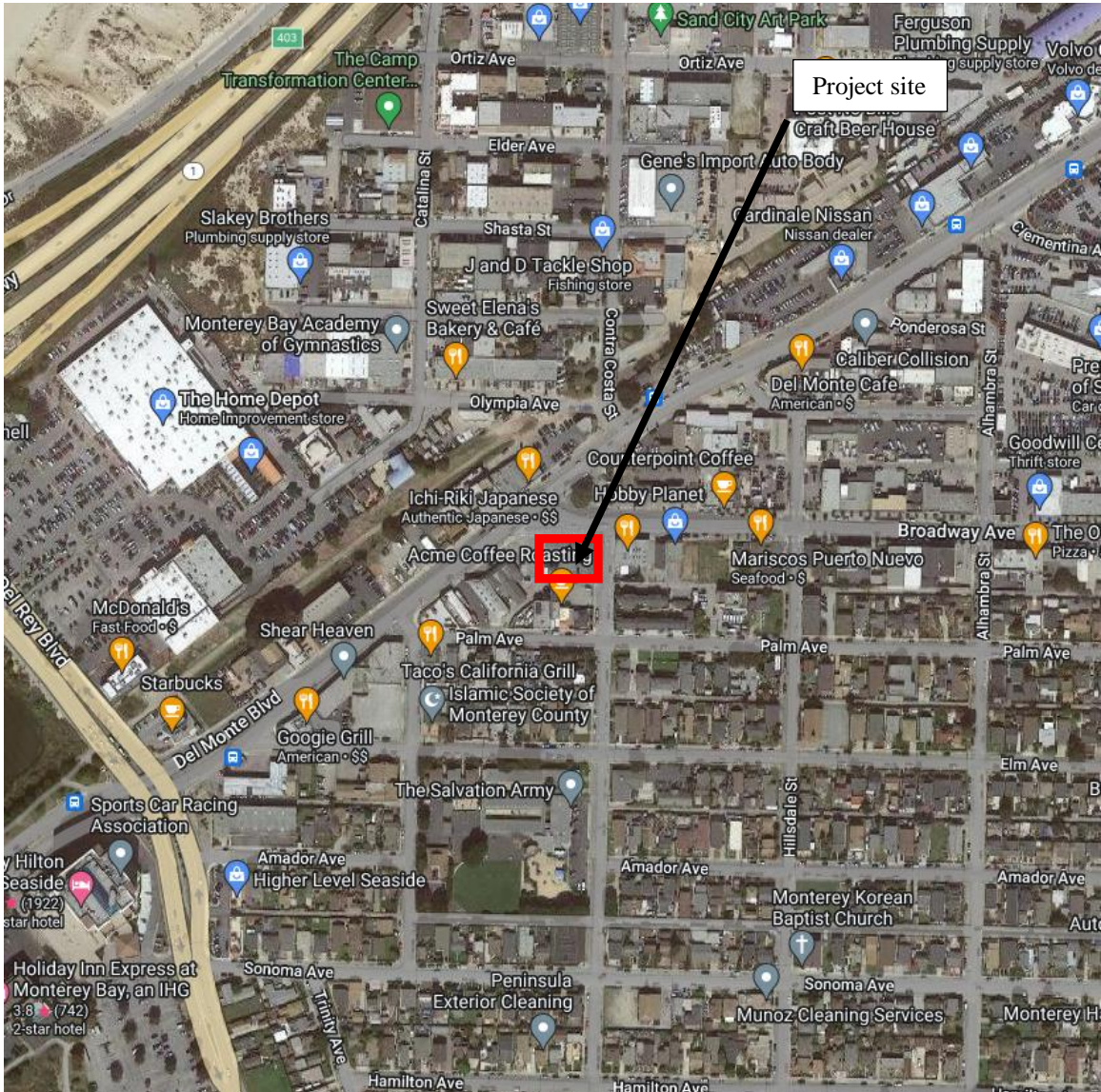
**Key:**

 PREMISES

# Attachment 2

## Location Map

### Project Site: 490 Broadway Avenue



**Attachment 3  
Letter of Request**

**Seaside Aquatic Club – The Dolphins  
POB 950  
Seaside, CA 93955**

April 21, 2026

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

The Seaside Aquatics Club is requesting a fee waiver for the use of the parking lot space located on 490 Broadway and Del Monte in Seaside for this year's fireworks sales as we have used that space for that last five years. This year we are partnering with Seaside High School Booster Club utilizing some of their volunteers.

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

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

Sincerely,  
Kenneth Fittro – Head Coach



# Attachment 4

## Project Site: 490 Broadway Avenue



# Attachment 5 Site Photos



View from corner of Contra Costa Street and Broadway Avenue



View from Contra Costa Street



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.P.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

**BY:** Aaron Hahn, Junior Engineer

**DATE:** May 7, 2026

**SUBJECT: APPROVE TRAFFIC ADVISORY COMMITTEE (TAC)  
RECOMMENDATION FOR THE INSTALLATION OF RED CURB  
AND NO OVERNIGHT PARKING SIGNS AT 1925 DEL MONTE  
BLVD**

---

**RECOMMENDATION**

Approve TAC recommendation.

**BACKGROUND**

The Traffic Advisory Committee (TAC) reviewed and provided a recommendation regarding a red curb and 2 hour parking application at the April 21st, 2026 regular meeting. A summary of the recommendation which was modified is presented below.

Staff received the TAC Request Application, dated February 25th, 2026, from a business owner requesting the installation of 2 hour parking signs and a red curb along Del Monte Blvd.

These 80 feet to the north allow for the first 20 feet to be painted red to allow better visibility, and the 60 feet of curb north of that to be designated as a 2-hour parking zone (using signs).

The Shop Automotive is one of six businesses along this block of Del Monte. There are 5 automotive businesses and a Tesla Dealership. Del Monte Blvd is a two-way street, with a posted speed limit of 35 miles per hour (mph). Del Monte Blvd. runs North East to South West, and has parallel parking on both sides of the street. The street is approximately 84 feet wide, from face of curb to face of curb. Sidewalks measuring approximately 7 feet wide are present on this block.

The owners of The Shop Automotive are requesting a 2-hour parking zone with 2 signs and a red curb outside their business. This business has been having issues with unsafe conditions due to visibility when cars park directly next to their driveway approach. The business owner has also noted issues with cars parking in front of their business in the long term. The owner suggested a number of solutions, including a red curb and 2-hour parking, parking permits, a loading and unloading zone, increased parking enforcement, a traffic safety evaluation, and review of parking conditions along this corridor.

The curbs in front of the 2-hour parking zone will not be painted, signs will be used to designate the area.

With the 80 feet of curb available, 20 feet of red curb and three parking spots can be designated to the north of the driveway. Per standard specs, parking spots are to be between 18' and 22', and the spots are planned to be 20' long. Two signs will bookend the 2-hour parking zone for better visibility. Parking 'T's will not be painted unless paid for by the applicant.

Del Monte Blvd is within the business district. The SMC 10.04.050 & 10.32.020 states: "When authorized signs are in place giving notice thereof, no person shall stop, stand, or park any vehicle within a business district outside the central traffic district between the hours of eight a.m. and six p.m. of any day except Sundays and holidays for a period of time longer than two hours. " This allows the City to time restrict parking in this area.

Staff recommended installing 20 feet of red curb and (2) 2-hour parking signs immediately north of the driveway at 1925 Del Monte Blvd.

TAC recommended approval of installing 20 feet of red curb and (2) no overnight parking signs immediately north of the driveway at 1925 Del Monte Blvd.

Tac Noted the following reasons for this decision:

- Red curb will help with sight safety distance at the driveway.
- 2 hour parking will not help with visibility, as parking is not an issue for the business as they have an adequately large lot.
- To help with long term parking along the front of the business, the TAC recommended installing no overnight parking in the place of 2 hour parking signs.

The SMC 10.04.050 states Del Monte is within the Central Traffic District, and SMC 10.32.030 States All night parking prohibited in central traffic district.

It specifically states that "when authorized signs are in place giving notice thereof, no

person shall stop, stand, or park any vehicle on any street in the central traffic district for a period longer than five hours between the hours of ten p.m. and eight a.m. of any day except Sundays and holidays.”

**FISCAL IMPACT**

No fiscal impact associated with this item.

**STRATEGIC PRIORITY**

Community Safety & Quality of Life

**ATTACHMENTS**

1. Photo Exhibit
2. TAC application 1925 Del Monte

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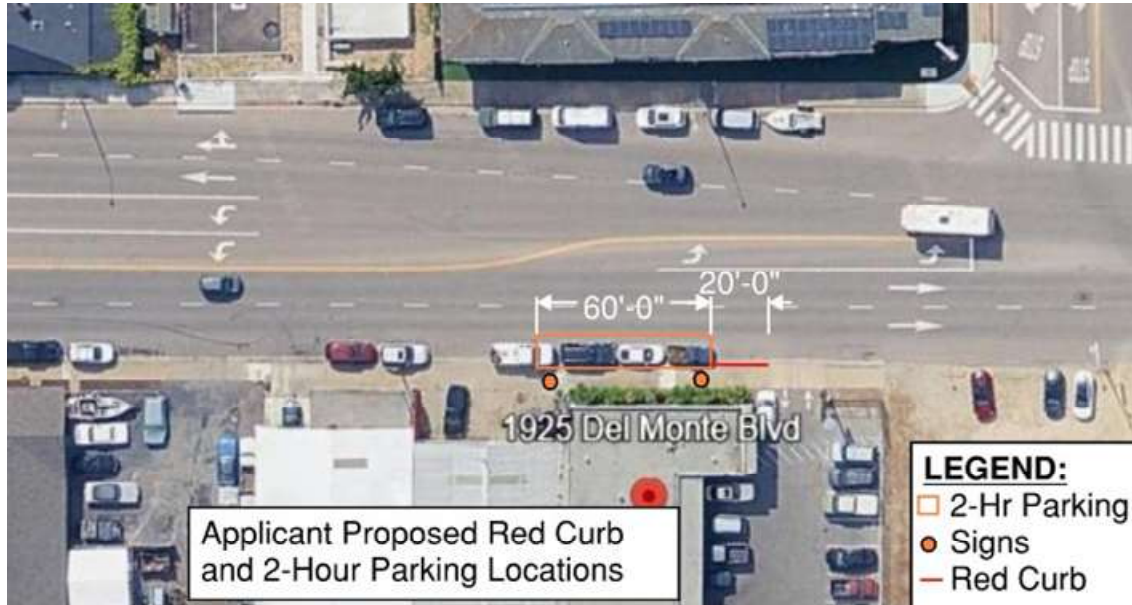
Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager

## 1925 Del Monte Photo Exhibit



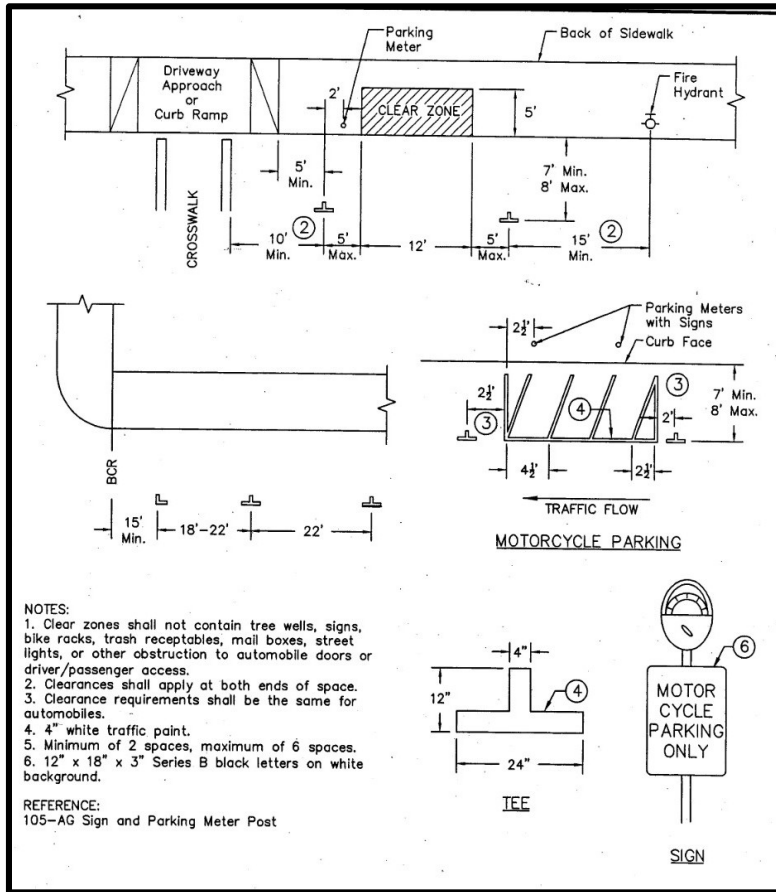
Applicant proposed red curb and 2-hour parking locations.



Current parking conditions at 1925 Del Monte.



Proposed 2-hour parking (shown in orange) and red curb locations.



Typical parking specs.



# Traffic Advisory Committee Requests

The following information is required to process any Traffic Advisory Committee request. This information will be used to contact you if staff has any questions or needs clarification to better process your request. This information will also appear in the staff report presented to the Traffic Advisory Committee. If you wish to have your information left off of the staff report, please indicate this below.

Name EDUARDO MAYORGA Date 2/25/26

Address 1925 DEL MONTE BLVD Phone

Request Ongoing Long-term street parking along Del Monte Blvd near 1925-1943 is creating unsafe conditions for customers entering and exiting my driveway at 1925-Del Monte Blvd. Vehicles are parked for extended periods with little turnover, limiting visibility and obstructing safe traffic flow. I respectfully request a traffic safety evaluation and review of parking conditions along this corridor.

I request that my personal information be left OFF the staff report presented to the committee

- Parking\*
- Warning Sign
- Red Curb
- Signing/Striping
- Crosswalk
- Street Light
- Traffic Signal
- Other

\*A copy of DMV issued disabled placard must accompany requests for disabled parking spaces.

Additional Comments: I request the city review compliance with parking and use permit requirements for businesses located between 1925-1943 Del Monte Blvd. to ensure adequate on-site parking is being provided as required by City regulations. Potential solutions for consideration: • 2-hour parking limits to encourage turnover • Installation of red curb near driveway for visibility clearance • Designated loading/customer zone • Increased parking enforcement during business hours. This is a public safety concern affecting driveway ingress and egress visibility and overall traffic flow. I am available for an on-site meeting with staff or traffic engineering to review conditions.

Date: 2/25/26 Signed:

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



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.Q.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

**BY:** Aaron Hahn, Junior Engineer

**DATE:** May 7, 2026

**SUBJECT: APPROVE TRAFFIC ADVISORY COMMITTEE (TAC)  
RECOMMENDATION FOR THE INSTALLATION OF A SECOND  
DRIVEWAY 1945 LUZERN STREET**

---

**RECOMMENDATION**

Approve TAC recommendation.

**BACKGROUND**

The Traffic Advisory Committee (TAC) reviewed and provided a recommendation regarding a new driveway approach application at the April 21st, 2026 regular meeting. A summary of the recommendation which was approved is presented below.

Staff received the TAC Request Application, dated February 25th, 2026, from the property owner requesting a second driveway for an ADU on his property at 1945 Luzern, on the Corner of Luzern St and Santa Clara Ave.

The proposed location of the driveway is on Santa Clara St. Santa Clara is a two-way residential street, with one lane of travel each in the east and westbound direction, and parallel parking on the north and south sides of the street. This block is populated with single and multifamily homes, and a church. Santa Clara Ave is approximately 36 feet wide, from face of curb to face of curb, and has a speed limit of 25 mph. 5 foot Sidewalks are present on both sides of the street. The applicant's property is located on the south side of the street and is a single family dwelling with an ADU. The property has approximately 200 feet of street frontage, 10 of which is a city easement. There are many cars that park along both sides of Santa Clara Ave.

The ADU currently has a paved driveway area where 2–3 cars can park, though it is not

connected to the public right of way.

The City of Seaside's Municipal (SMC) code Section 17.34.120 Driveways and Site Access, outlines the requirements for driveways of Single Family Dwellings as follows:  
A. Number of driveways. The number and placement of driveways shall be limited as follows, provided that second driveways or additional curb cuts may be approved by the Traffic Advisory Committee:

- 1. Single dwellings shall be allowed one driveway, except that:
  - b. A parcel within the RS-8 or RS-12 zones with a frontage of 200 feet or more may have two separate driveways, provided that they are separated by a minimum of 100 feet, or a lesser distance, as approved by the City Engineer based on considerations of site topography and traffic safety.
- B. Distance from Street Corners. Each driveway shall be separated from the nearest street intersection as follows, except where the City Engineer allows a lesser separation.
  - 1. A minimum of 150 feet from the nearest intersection, as measured from the centerline of the driveway to the centerline of the nearest travel lane of the intersecting street

Per the above stated code sections, 1945 Luzern is within the RS-8 Zone, and has 201 ft of frontage, though it is not currently eligible for a second driveway, as the proposed driveway would be approximately 112 feet from the intersection, as measured by the method specified in the municipal code.

The approval of this application could remove 1–2 public parking spots.

The driveway is also adjacent to the 10-foot city easement, and no construction will be allowed within the easement.

Staff deferred to the TAC for a decision on an additional driveway approach at 1945 Luzern on Santa Clara Avenue.

The TAC noted that due to the frontage of the property, the remaining three spots between the proposed driveway approach and the stop sign, and the fact that two to three cars would no longer be parking on the street, and instead be parked on the property, they moved to recommend approval of allowing the installation of a second driveway approach.

**FISCAL IMPACT**

No fiscal Impact associated with this item.

**STRATEGIC PRIORITY**

Community Safety & Quality of Life

**ATTACHMENTS**

1. Photo Exhibit
  2. TAC application 1945 Luzern
- 

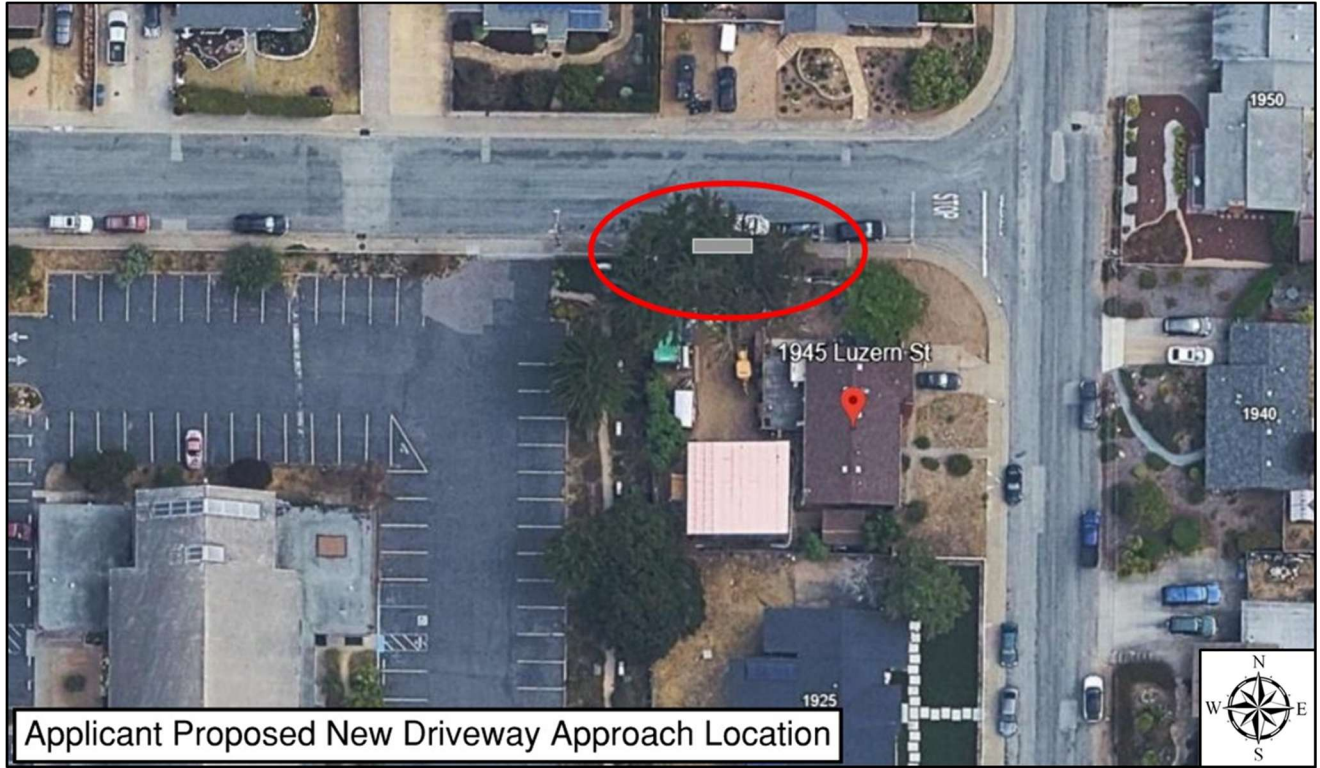
Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager

1945 Luzern Photo Exhibit



Applicant Proposed New Driveway Approach Location.



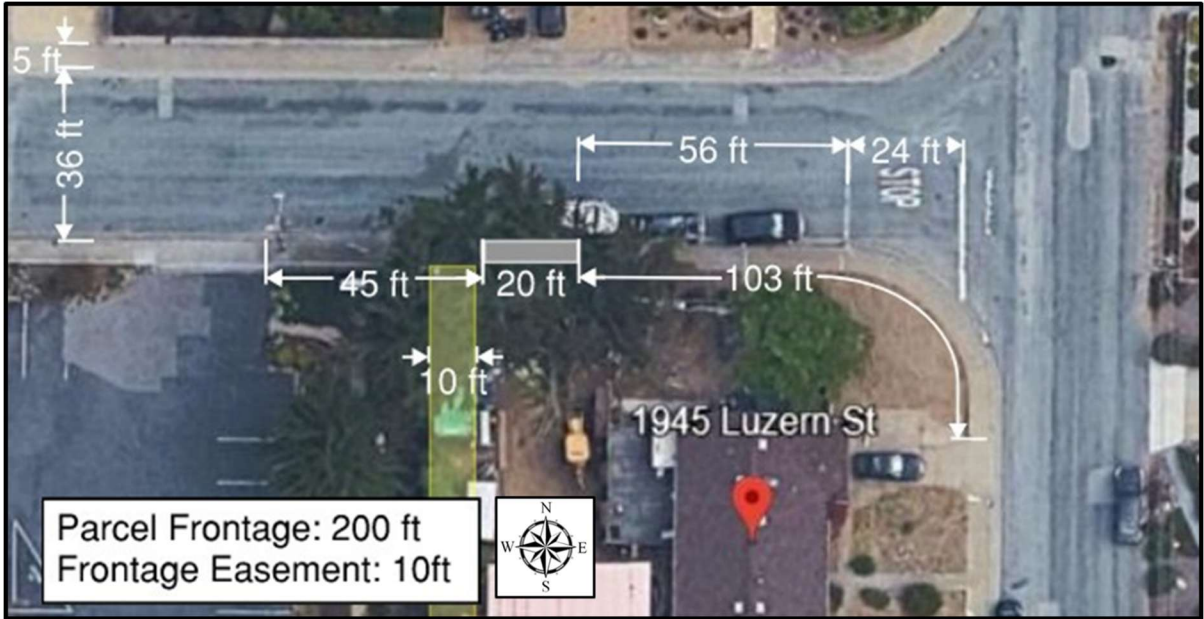
Existing Conditions at the Proposed Driveway Approach Location.



Parking Conditions Along Santa Clara Ave.



Current Paved Driveway at ADU, Not Connected to the Public Right of Way.



Staff Analysis and Dimensions.



APPLICATION FEE PER THE CURRENT ADOPTED FEE SCHEDULE

# Traffic Advisory Committee Request Application

Receipt # [Redacted]

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

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

Name: DAN O'ROURKE Date: 12/15/25

Address: 1945 LUZERN - B Phone: [Redacted]

Type of Request (check all that apply):

- Parking Designations
- Crosswalk
- Curb Markings (White, Yellow, etc.)
- Warning Sign
- Traffic Signal/Stop Sign
- Signing/Striping
- Other DRIVE WAY ENTRANCE FOR ADU

**FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS**

Request: REQUEST ADDITIONAL DRIVEWAY ENTRANCE TO SERVE ADU OFF STREET PARKING. NEW ENTRANCE TO BE OFF SANTA CLARA AVE.

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

## TAC REQUEST PROCEDURE

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

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

### Fees

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

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

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

### PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

#### TAC REQUEST ACKNOWLEDGEMENT STATEMENT

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

Applicant Signature

Date

12/15/25



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 8.A.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

**BY:** Aaron Hahn, Junior Engineer

**DATE:** May 7, 2026

**SUBJECT: ADOPT AN ORDINANCE TO AMEND SECTION 10.30.010 OF THE SEASIDE MUNICIPAL CODE TO AUTHORIZE THE DESIGNATION, MODIFICATION, AND REMOVAL OF ONE-WAY STREETS BY RESOLUTION (SECOND READING - ROLL CALL VOTE)**

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**RECOMMENDATION**

Adopt the ordinance with proposed amendments.

**BACKGROUND**

Seaside Municipal Code Section 10.30.010 currently establishes designated one-way streets within the City and specifies the direction of traffic flow on those streets. Under the existing code framework, any modification to these designations requires the adoption of a formal ordinance by the City Council. This process takes 7–8 weeks and limits the City’s ability to respond efficiently to changing traffic conditions, safety concerns, and operational needs.

The proposed ordinance amends Seaside Municipal Code Section 10.30.010 to allow the City Council to designate, modify, or remove one-way street restrictions by resolution. This change introduces greater administrative flexibility while maintaining appropriate legislative oversight. Key elements of the amendment include:

- Authorization for the City Council to act by resolution rather than ordinance for one-way street changes
- Applicability to the designation of new one-way streets, modification of existing traffic flow directions, and removal of one-way restrictions

- Retention of existing one-way street designations currently codified
- Continued requirement that appropriate signage be installed or removed for any change to become effective

The proposed amendment does not eliminate the existing list of designated one-way streets but instead supplements it by providing an additional mechanism for future changes.

This action is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that there is no possibility that the adoption of this ordinance may have a significant effect on the environment.

At the first public hearing on April 21, 2026, City Council members and several citizens raised concerns regarding the timing of the proposed resolution and the need to provide adequate notice to residents and businesses affected by any future change. In response, the City Council approved a motion to add language requiring a 10-day notice prior to any such change.

The proposed ordinance has been revised to include the following language: “after a 10-day notice has been provided to residents and businesses affected by the change.” This addition ensures affected residents and businesses receive notice in advance of City Council consideration and have an opportunity to provide public comment or raise concerns prior to any action being taken.

### **FISCAL IMPACT**

This item has no fiscal impact.

### **STRATEGIC PRIORITY**

Community Safety & Quality of Life

### **ATTACHMENTS**

1. Attachment 1 - Draft Ordinance
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read 'G. McDanel', written in a cursive style.

---

Greg McDanel, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE AMENDING SECTION 10.30.010 OF THE SEASIDE MUNICIPAL CODE TO AUTHORIZE THE DESIGNATION, MODIFICATION, AND REMOVAL OF ONE-WAY STREETS BY RESOLUTION

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

**SECTION 1. FINDINGS AND PURPOSE.**

The purpose of this Ordinance is to amend the Seaside Municipal Code to provide administrative efficiency and flexibility in responding to traffic conditions, public safety need and circulation patterns by allowing modifications to one-way streets be made by resolution, instead of ordinance. One-way streets will still require appropriate signage to ensure public notice and enforceability.

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

**SECTION 2. TEXT AMENDMENTS TO CHAPTER 10.30 One- Way Streets AS FOLLOWS:**

**10.30.010 Designated.**

The following named streets are hereby designated as one-way streets and vehicular traffic flow thereon shall proceed only in the direction indicated. Appropriate signs shall be posted on these streets designating traffic flow direction.

The City Council may, by resolution, designate, modify, or remove any of the one-way street restrictions on any street or portion thereof after a 10-day notice has been provided to residents and businesses affected by the change. Any such action shall become effective upon the installation or removal of appropriate signage.

A. The following streets shall operate one way in the northbound direction:

[NO CHANGE TO LIST]

B. The following streets shall operate one way in the southbound direction:

[NO CHANGE TO LIST]

C. The following streets shall operate one way in the eastbound direction:

[NO CHANGE TO LIST]

D. The following streets shall operate one way in the westbound direction:

[NO CHANGE TO LIST]

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

**SECTION 4. SEVERABILITY.** If any provision, clause, sentence, or section of this Ordinance or its application to any person or circumstance, is held to be invalid or unconstitutional, such invalidity shall not affect the validity of the remaining provisions or applications, and to this end, the provisions of this Ordinance are declared to be severable.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days after its adoption and shall be published or posted in accordance with applicable provisions of the Seaside Municipal Code and the laws of the State of California.

INTRODUCED at a regular meeting of the City Council of the City of Seaside on the \_\_\_\_\_ day of \_\_\_\_\_ 2026; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

DRAFT

DRAFT



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 8.B.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

**BY:** Haroon Noori, Administrative Analyst II

**DATE:** May 7, 2026

**SUBJECT: ADOPT A RESOLUTION APPROVING THE FY 2026-2027  
ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM**

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**RECOMMENDATION**

Adopt a Resolution (Attachment A) in order to:

1. Approve the FY 2026-2027 Annual Action Plan;
2. Authorize the City Manager, or the City Manager's designee, as the official representative to execute all required certifications, assurances, and subrecipient agreements associated with the FY 2026-2027 Annual Action Plan; and
3. Authorize the City Manager to submit the FY 2026-2027 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) on or before June 2, 2026.

**BACKGROUND**

Each year, the City of Seaside (City) receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The City announces the availability of CDBG funds, award terms and conditions, and application requirements through a Notice of Funding Availability (NOFA). Although the City receives CDBG funds annually, the City administers its local funding process on a two-year application and funding cycle.

On November 10, 2025, the City issued a [Notice of Funding Availability \(NOFA\) and Request for Applications \(RFA\)](#) for Fiscal Years 2026-2027 and 2027-2028. The NOFA was also published in the Monterey County Weekly on November 11, 2025. A pre-proposal workshop was held on December 10, 2025, to assist applicants with program requirements and project eligibility questions.

In response to the NOFA, the City received thirteen (13) applications through its online grant portal, including nine (9) public service applications and four (4) public

facilities/infrastructure applications. A summary of applications received is provided in Attachment B.

**DISCUSSION**

On March 19, 2026, the City Council considered the Homeless Commission’s recommendation regarding CDBG funding allocations and approved estimated funding allocations for Fiscal Years 2026-2027 and 2027-2028 based on projected available resources, as summarized below.

<b>Agency / Program</b>	<b>Program</b>	<b>FY26-27</b>	<b>FY27-28</b>
Meals on Wheels	Home Delivered Meals	\$12,000	\$12,000
The Village Project	Youth & Family Services	\$12,000	\$12,000
Girls Inc. of the Central Coast	Youth Development Services	\$8,233	\$7,520
Legal Services for Seniors	Legal Assistance Program	\$8,216	\$7,520
CASA of Monterey County	Advocacy for Foster Youth	\$8,149	\$7,440
Gathering for Women	Case Management	\$7,866	\$7,160
Greater Victory Temple	Youth After School Program	\$7,866	\$7,160
ECHO Housing	Fair Housing Services	\$7,816	\$7,080
International School of Monterey	Mental Health Services	\$7,616	\$6,120
<b>Public Service Subtotal</b>		<b>\$79,762</b>	<b>\$75,000</b>
Boys & Girls Club	Clubhouse Re-Roof Project	\$150,000	\$75,000
City of Seaside Public Works	ADA Curb Ramp Improvements	\$250,000	\$250,000
Community Human Services	Genesis & Elm Houses	\$40,000	\$40,000
Meals on Wheels	Community Kitchen	\$40,000	\$40,000
<b>Public Facilities &amp; Infrastructure Subtotal</b>		<b>\$480,000</b>	<b>\$405,000</b>
City of Seaside	CDBG Program Administration	\$21,238	\$20,000
<b>Planning &amp; Administration Subtotal</b>		<b>\$21,238</b>	<b>\$20,000</b>
<b>GRAND TOTAL</b>		<b>\$581,000</b>	<b>\$500,000</b>

The City Council’s March 19, 2026 allocations were based on the following projected funding sources:

<b>Funding Type/Source</b>	<b>FY26/27</b>	<b>FY27/28</b>
Anticipated CDBG Allocation	\$275,000	\$250,000
Anticipated Program Income	\$256,750	\$250,000
Prior Year CDBG Funds	\$49,250	-
<b>Total</b>	<b>\$581,000</b>	<b>\$500,000</b>

On April 3, 2026, HUD released the FY 2026-2027 CDBG entitlement allocations. The City of Seaside now anticipates receiving \$306,060, which is \$31,060 more than originally projected.

Consistent with City Council direction to adjust allocations based on actual funding received, staff has revised the FY 2026-2027 funding plan accordingly. Additional funds were applied proportionally to eligible public service activities and to program planning and administration, as summarized below.

<b>Agency / Program</b>	<b>Program</b>	<b>FY26-27</b>	<b>FY27-28</b>
Meals on Wheels	Home Delivered Meals	\$12,000	\$12,000
The Village Project	Youth & Family Services	\$12,000	\$12,000
Girls Inc. of the Central Coast	Youth Development Services	\$8,920	\$7,520
Legal Services for Seniors	Legal Assistance Program	\$8,902	\$7,520
CASA of Monterey County	Advocacy for Foster Youth	\$8,830	\$7,440
Gathering for Women	Case Management	\$8,523	\$7,160
Greater Victory Temple	Youth After School Program	\$8,523	\$7,160
ECHO Housing	Fair Housing Services	\$8,469	\$7,080
International School of Monterey	Mental Health Services	\$8,254	\$6,120
<b>Public Service Subtotal</b>		<b>\$84,421</b>	<b>\$75,000</b>
Boys & Girls Club	Clubhouse Re-Roof Project	\$150,000	\$75,000
City of Seaside Public Works	ADA Curb Ramp Improvements	\$250,000	\$250,000
Community Human Services	Genesis & Elm Houses Improvements	\$40,000	\$40,000
Meals on Wheels	Community Kitchen Improvements	\$40,000	\$40,000
<b>Public Facilities &amp; Infrastructure Subtotal</b>		<b>\$480,000</b>	<b>\$405,000</b>
City of Seaside	CDBG Program Administration	\$47,639	\$20,000
<b>Planning &amp; Administration Subtotal</b>		<b>\$47,639</b>	<b>\$20,000</b>
<b>GRAND TOTAL</b>		<b>\$612,060</b>	<b>\$500,000</b>

**CITIZEN PARTICIPATION AND PUBLIC OUTREACH:**

On March 19, 2026, the City Council authorized staff to prepare the FY 2026-2027 Annual Action Plan and release it for a 30-day public review period.

The draft Annual Action Plan was posted on the City’s CDBG webpage on April 1, 2026. Public notice in English and Spanish was published in the Monterey County Weekly on March 26, 2026.

The public comment period ran from April 1 through April 30, 2026. Any comments received during the public review period or at the public hearing will be incorporated into the final Annual Action Plan submitted to HUD.

The Annual Action Plan serves as the City's formal annual application for CDBG funds.

HUD typically requires submittal no later than 45 days prior to the start of the program year, or May 15 each year. However, due to delays in FY 2026 federal appropriations, HUD has extended the City's submission deadline to June 2, 2026.

## **ENVIRONMENTAL REVIEW**

For purposes of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), budgeting and funding approval actions alone do not constitute a project. Prior to the commitment or expenditure of CDBG funds, staff will complete all required environmental reviews and ensure compliance with applicable CEQA, HUD, and NEPA regulations.

## **FISCAL IMPACT**

This action allocates available CDBG funds to approved public service programs, capital improvement projects, and program administration activities.

CDBG funds will offset a portion of eligible administrative costs. Depending on actual program administration expenditures, some General Fund support may still be required.

## **STRATEGIC PRIORITY**

Not Applicable

## **ATTACHMENTS**

Attachment A – Resolution Approving the FY 2026-2027 Annual Action Plan

Attachment B – FY 2026-2028 CDBG Application Summary

Attachment C – Standard Form SF-424, Application for Federal Assistance

Attachment D – Standard Form SF-424B, Assurances and Certifications

Attachment E – Specific Community Development Block Grant Certifications

Attachment F – CPD Notice 2026-05 – FY 2026-2027 Submittal Guidance

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Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager

**RESOLUTION NO. 26-**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**  
**APPROVING THE FISCAL YEAR 2026-2027 ANNUAL ACTION PLAN FOR**  
**THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

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

**WHEREAS,** HUD requires entitlement jurisdictions to prepare and submit an Annual Action Plan identifying the proposed use of CDBG funds for each program year; and

**WHEREAS,** the City previously adopted the 2025-2029 Consolidated Plan, which establishes the City's five-year housing and community development priorities; and

**WHEREAS,** the Fiscal Year 2026-2027 Annual Action Plan represents Year Two of the City's 2025-2029 Consolidated Plan period; and

**WHEREAS,** the City administers its CDBG funding process under a two-year application and funding cycle; and

**WHEREAS,** on November 10, 2025, the City issued a Notice of Funding Availability (NOFA) and Request for Applications for Fiscal Years 2026-2027 and 2027-2028; and

**WHEREAS,** the City conducted a pre-proposal workshop on December 10, 2025, to provide technical assistance regarding program requirements and eligibility; and

**WHEREAS,** in response to the NOFA, the City received thirteen (13) applications, consisting of nine (9) public service applications and four (4) public facilities and infrastructure applications; and

**WHEREAS,** on February 4, 2026, the Homeless Commission received applicant presentations and subsequently evaluated and scored the applications; and

**WHEREAS,** on March 4, 2026, the Homeless Commission convened a public meeting, reviewed funding allocation options, and recommended CDBG funding allocations for City Council consideration; and

**WHEREAS,** on March 19, 2026, the City Council considered the

Homeless Commission's recommendation and approved CDBG funding allocations for Fiscal Years 2026-2027 and 2027-2028 based on projected funding resources; and

**WHEREAS**, on April 3, 2026, HUD released the Fiscal Year 2026-2027 CDBG entitlement allocations, resulting in an increase above the City's original estimate; and

**WHEREAS**, staff revised the Fiscal Year 2026-2027 funding plan consistent with prior City Council direction to adjust allocations based on actual funding received; and

**WHEREAS**, the City made the draft Fiscal Year 2026-2027 Annual Action Plan available for public review and comment for at least thirty (30) days, including publication of notices in English and Spanish, posting on the City's website, and a duly noticed public hearing before the City Council; and

**WHEREAS**, the City Council has reviewed the Fiscal Year 2026-2027 Annual Action Plan and desires to approve the same.

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

**SECTION 1.** The City Council does hereby declare that the above recitals are true and correct and are incorporated herein by reference.

**SECTION 2.** The City Council hereby approves the Fiscal Year 2026-2027 Annual Action Plan for the Community Development Block Grant Program, attached hereto as Exhibit "A" and incorporated herein by this reference.

**SECTION 3.** The City Council authorizes the City Manager, or designee, to execute and submit the Fiscal Year 2026-2027 Annual Action Plan, together with all required certifications, assurances, forms, and related implementing documents required by HUD.

**SECTION 4.** The City Council authorizes the City Manager, or designee, to make non-substantive corrections, conforming changes, and administrative revisions necessary to finalize and submit the Annual Action Plan.

**SECTION 5.** The City Council authorizes the City Manager, or designee, to negotiate and execute subrecipient agreements, professional

services agreements, amendments, and related documents necessary to implement the approved Annual Action Plan, subject to applicable law and budget authority.

**APPROVED AND ADOPTED** by the City Council of the City of Seaside at a regular meeting duly held on the 7th day of May, 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 Damon, City Attorney

Attachment:

Exhibit "A" – FY 2026-2027 Annual Action Plan

City of Seaside  
Community Development Block Grant (CDBG) Program  
FY 2026-2028 NOFA and Application Cycle  
Summary of Applications Received

Application ID	Applicant Organization	Program / Project Name	Funding Category (Public Service / Facilities)	FY26-27 Requested Amount (\$)	FY27-278 Requested Amount (\$)	Total Project Cost (\$)	CDBG Matrix Code	CDBG National Objective	Target Population	Unduplicated Clients / Beneficiaries
PS-01	Meals on Wheels of the Mont	Home Delivered Meals	Public Service	\$12,000	\$12,000	\$24,000	05A - Senior Services	LMC Presumed	Seniors	200
PS-02	Legal Services for Seniors	Legal Services for Seniors	Public Service	\$15,000	\$15,000	\$30,000	05C- Legal Services	LMC Presumed	Seniors	304
PS-03	International School of Monte	Mental Health Services	Public Service	\$12,000	\$12,000	\$24,000	05O - Mental Services	LMC	Youth/Students	80
PS-04	CASA of Monterey County	Advocacy for Foster Youth	Public Service	\$12,000	\$12,000	\$24,000	05N - Abused and Neglected Children	LMC Presumed	Foster Youth	24
PS-05	Gathering for Women	Casa de Noche Buena Case	Public Service	\$12,000	\$12,000	\$24,000	05X - Housing Referral and Information Se	LMC Presumed	Homeless Women	16
PS-06	Greater Victory Temple	Youth After School Program	Public Service	\$12,000	\$12,000	\$24,000	05D - Youth Services	LMC	Youth	120
PS-07	Girls Inc. of the Central Coast	Youth Development Service	Public Service	\$12,000	\$12,000	\$24,000	05D - Youth Services	LMC	Youth	100
PS-08	ECHO Housing	Fair Housing Services	Public Service	\$11,232	\$10,800	\$22,032	05J - Fair Housing Activities	LMC	Households	150
PS-09	The Village Project, Inc.	Youth & Family Services	Public Service	\$12,000	\$12,000	\$24,000	05D - Youth Services	LMC	Youth/Families	75
PFI-01	Boys and Girls Club	Clubhouse Re-Roof project	Public Facility	\$150,000	\$75,000	\$225,000	03D - Youth Facilities	LMC	Youth	
PFI-02	Community Human Services	Genesis and Elm Houses	Public Facility	\$40,000	\$40,000	\$80,000	03- Public Facilities and Improvements	LMC	Substance Use Disorder Treatment	
PFI-03	Meals on Wheels of the Mont	Seaside Community Kitcher	Public Facility	\$40,000	\$40,000	\$80,000	03E - Neighborhood Facilities	LMA	Seniors	
PFI-04	Seaside Public Works	ADA curb ramp improveme	Public Infrastructure	\$250,000	\$250,000	\$500,000	03L - Sidewalks	LMC Presumed	Persons with Disabilities	

<b>\$590,232</b>	<b>\$514,800</b>	<b>\$1,105,032</b>
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**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

\* 2. Type of Application:

- New
- Continuation
- Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

\* c. UEI:

**d. Address:**

\* Street1:

Street2:

\* City:

County/Parish:

\* State:

Province:

\* Country:

\* Zip / Postal Code:

**e. Organizational Unit:**

Department Name:

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

\* First Name:

Middle Name:

\* Last Name:

Suffix:

Title:

Organizational Affiliation:

\* Telephone Number:

Fax Number:

\* Email:

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

**11. Assistance Listing Number:**

Assistance Listing Title:

**\* 12. Funding Opportunity Number:**

\* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\* 15. Descriptive Title of Applicant's Project:**

**Form Attachments:**

Attach supporting documents as speci

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

**Instructions for the HUD-424-B Assurances and Certifications**

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

\*Authorized Representative Name:

Prefix:  \*First Name:   
Middle Name:   
\*Last Name:   
Suffix:

\*Title:

\*Applicant Organization:

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.
2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).
3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.
4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which

- is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.
5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.
  6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.
  7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.
  8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.
  9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

**WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

\*Signature:

\*Date:

**CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) \_\_\_\_\_ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

**Compliance with Laws** -- It will comply with applicable laws.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**OPTIONAL Community Development Block Grant Certification**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Specific HOME Certifications**

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

**Eligible Activities and Costs** -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

**Subsidy layering** -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **Emergency Solutions Grants Certifications**

The Emergency Solutions Grants Program recipient certifies that:

**Major rehabilitation/conversion/renovation** – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

**Matching Funds** – The recipient will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

**Discharge Policy** – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Housing Opportunities for Persons With AIDS Certifications**

The HOPWA grantee certifies that:

**Activities** -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

- 1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
- 2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **APPENDIX TO CERTIFICATIONS**

### **INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:**

#### **Lobbying Certification**

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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 9.A.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

**BY:** Andrew Myrick, Housing & Planning Manager

**DATE:** May 7, 2026

**SUBJECT: ADOPT A RESOLUTION TO APPROVE A DENSITY BONUS AND INCLUSIONARY HOUSING AGREEMENT WITH KB BAKEWELL SEASIDE VENTURE II, LLC AND GREATER VICTORY TEMPLE CHURCH OF GOD IN CHRIST TO DESIGNATE 21 NEW UNITS AS AFFORDABLE TO VERY-LOW-INCOME HOUSEHOLDS AT 1620 BROADWAY AVENUE**

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**RECOMMENDATION**

Adopt the attached Resolution approving a Density Bonus and Inclusionary Housing Agreement

**BACKGROUND**

The Campus Town Specific Plan was adopted by the Seaside City Council in March 2020. As a part of that approval, the City Council approved an Affordable Housing Agreement with the developer of the Campus Town Project (KB Bakewell Seaside Venture II, LLC) to provide affordable housing in compliance with the City's Affordable Housing Ordinance. Specifically, the Affordable Housing Agreement called for 74 very-low-income units, 78 low-income units, and 73 moderate-income units to be provided both within the project boundaries as well as elsewhere in the City of Seaside. This Agreement was later amended in 2024 to increase the total number of affordable units and provide additional specifics regarding the placement of on and off-site affordable units tied to the development. In particular, the amended plan included a requirement to construct 21 very-low-income rental units at the site of the Greater Victory Temple Church as a part of the construction of Phase 1A of the Campus Town development.

Very-low-income units represent units that are affordable (ie cost of rent and utilities do not exceed 30% of income) to households making 50% or less of the Area Median Income adjusted for family size.

Greater Victory Temple is located at 1620 Broadway Avenue. The site is 1.99 acres in size and is currently occupied by an approximately 25,000 square foot church. There are two existing parking lots on the property, with a total of 109 parking spaces. The property is located in the High-Density Residential District, which allows for multi-family dwellings (such as apartments) as a "by-right" use. On January 10, 2024 the Planning Commission approved an Architectural Review application for the design of the building, landscaping, and on-site lighting (see Attachment 2 for approved plans). Although outside the scope of the Planning Commission's review of the project, the project also made use of four development incentives/concessions. The project was eligible for these incentives/concessions under California Density Bonus Law (Government Code Section 65915 et. seq.). Local jurisdictions are required by California law to provide these incentives/concessions to projects meeting Density Bonus requirements unless the City makes certain written findings.

The Proposed Density Bonus and Inclusionary Housing Agreement would be between the City of Seaside, KB Bakewell Seaside Venture II, LLC (as the Developer of the units) and Greater Victory Temple Church of God in Christ, Inc. (which would own the units and be responsible for ensuring their continued affordability). The Agreement would essentially do two things:

- 1) The Agreement would establish that all 21 units are to remain affordable to very-low-income households for a period of at least 55 years and establish the criteria which will be used to maintain their affordability; and
  
- 2) The Agreement would provide the official approval of the four development incentives/concessions for the project granted pursuant to Density Bonus Law. These incentives/concessions are:
  - A waiver and reduction to the common and private open space requirements (the apartments do not provide common open space and the balconies for each unit are smaller than would typically be required under the Zoning Ordinance).
  - A reduction in the required rear yard setback from twenty feet to 17 feet.
  - An increase to the allowable Floor Area Ratio (FAR) at the site from 0.45 to 0.47.
  - A waiver to the staking and flagging requirements of the Municipal Code.

In addition to providing housing to very-low-income families and partially satisfying KB Bakewell's obligation to provide affordable housing for the Campus Town subdivision, the 21 units will also assist the City in meeting its Regional Housing Needs Allocation (RHNA) for low-income units.

**FISCAL IMPACT**

There is no fiscal impact associated with this Item.

**STRATEGIC PRIORITY**

Diverse and Inclusive Community

**ATTACHMENTS**

1. Attachment 1 - Resolution Victory Temple Inclusionary Housing Agreement
  2. Resolution Exhibit A - Victory Temple Affordable Housing Agreement
  3. Attachment 2 - 1620 Broadway Approved Plans
- 

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  
TO APPROVE A DENSITY BONUS AND INCLUSIONARY HOUSING AGREEMENT  
WITH KB BAKEWELL SEASIDE VENTURES II LLC AND GREATER VICTORY  
TEMPLE CHURCH OF GOD IN CHRIST TO DESIGNATE 21 NEW UNITS AS  
AFFORDABLE TO VERY-LOW-INCOME HOUSEHOLDS AT 1620 BROADWAY  
AVENUE**

**WHEREAS**, the Seaside City Council approved the Campus Town Specific Plan in March 2020; and

**WHEREAS**, KB Bakewell Seaside Venture II LLC (“Developer”) intends to develop a significant portion of the land included in the Campus Town Specific Plan; and

**WHEREAS**, in March 2020 Developer and City entered into an Affordable Housing Agreement for the development of both on-site and off-site affordable/inclusionary housing, and entered into an amendment to that Agreement in November 2024; and

**WHEREAS**, the Affordable Housing Agreement, as amended, calls for the construction of 21 very-low-income units at 1620 Broadway Avenue, currently owned by Greater Victory Temple Church of God in Christ (“Owner”); and

**WHEREAS**, Owner has agreed to allow the construction of the 21 very-low-income units by Developer and has further agreed to take responsibility for the ongoing operation of these units; and

**WHEREAS**, the 21 units would assist the City in meeting its housing goals as defined by its Housing Element, adopted in December 2023, for its Regional Housing Needs Allocation (RHNA).

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Seaside does hereby approve the Density Bonus and Inclusionary Housing Agreement attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED**, that the City Manager and City Attorney shall have the authority to make minor nonsubstantive changes to said Agreement.

**PASSED AND ADOPTED** at a Regular meeting of the City Council of the City of Seaside duly held on the 7<sup>th</sup> day of May, 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

Attach:

Exhibit A – Density Bonus and Inclusionary Housing Agreement

Recorded at the request of and  
when recorded return to:

City of Seaside  
Community Development Department  
City Hall  
440 Harcourt Avenue  
Seaside, CA 93955

No fee for recording pursuant to  
CA Government code Section 27383

## CITY OF SEASIDE

### DENSITY BONUS AND INCLUSIONARY HOUSING AGREEMENT

This Density Bonus and Inclusionary Housing Agreement (hereinafter "Agreement") is entered into this 7<sup>th</sup> day of May, 2026 by and between Greater Victory Temple Church of God in Christ, hereinafter referred to as "Owner" or "Property Owner"; KB Bakewell Seaside Venture II, LLC, hereinafter referred to as "Developer"; and the City of Seaside, a municipal corporation, hereinafter referred to as "the City," for the provision of the new construction of twenty-one (21) multi-family dwellings at the site of an existing church located at 1620 Broadway Avenue (Monterey County Assessor's Parcel Number 012-631-003-000) in the City of Seaside (the "Project"). This Agreement is intended to implement the City of Seaside's Inclusionary Housing Ordinance requirements and satisfy the need for 21 off-site inclusionary units for very-low-income households required as a part of Phase 1A of the Campus Town project as identified in the First Amendment to Affordable Housing Agreement dated November 21, 2024 (hereinafter "Campus Town Affordable Housing Agreement") between the City and Developer.

#### **A. PROJECT DESCRIPTION**

The Project consists of new construction of twenty-one (21) multi-family dwellings. The new residential units are to be developed pursuant to the approval of Architectural Review application number AR-23-16, considered and approved by the City's Planning Commission after a public hearing on January 10, 2024.

It is the intention of the parties that Developer shall obtain permits and construct the units with the intention that the units shall count towards Developer's obligation to provide 21 off-site Inclusionary Units for very-low-income households as stipulated in the Campus Town Affordable Housing Agreement. Following construction, Owner shall be responsible for the ongoing operation of the Project in a manner consistent with local and state laws and this Agreement.

Owner and Developer hereby restrict twenty-one (21) rental housing units to occupancy by very-low-income households for a period of fifty-five (55) years (hereinafter referred to individually as the "Inclusionary Unit" and collectively as the

“Inclusionary Units”) and as specified in this Agreement. The rent for the units will be calculated using fifty percent (50%) of the area median income (AMI) for Monterey County as adjusted for household size.

## **B. AGREEMENT RECORDATION**

This executed Density Bonus and Inclusionary Housing Agreement shall be recorded within twenty (20) business days of execution.

## **C. DEVELOPMENT CONCESSIONS, REQUIREMENTS AND NUMBER OF UNITS FOR DENSITY BONUS**

In accordance with the Seaside Municipal Code (SMC) and state law, due to the Developer’s commitment to provide twenty-one (21) very-low income Inclusionary Units in the Campus Town Affordable Housing Agreement, the Developer qualified for a density bonus and up to four (4) development concessions. The following development concessions were granted by the City Council after a public hearing on May 7, 2026:

1. A waiver to the Common and Private open space requirements of SMC 17.52.180.X; and
2. A reduction of the required rear yard setback from 20 feet (required for structures greater than 24’ in height as outlined in SMC 17.12.050, Table 2-3) to 17 feet; and
3. An allowance of a Floor Area Ratio (FAR) of 0.47, exceeding the maximum FAR of 0.45 as outlined in SMC 17.12.050, Table 2-3; and
4. A waiver to the staking and flagging requirements of SMC 17.62.030.D to allow for alternative public notification through the use of signs posted at the project site.

## **D. NUMBER OF INCLUSIONARY HOUSING UNITS**

All twenty-one (21) units shall be restricted to occupancy by very-low-income households as defined by the California Health and Safety Code Section 50105 and applicable regulations in effect as of the date this Agreement is executed. Consistent with existing law, these income limits shall be fifty percent (50%) of the Area Median Income for Monterey County, adjusted for household size and annual adjustments to Area Median Income.

## **E. INCLUSIONARY HOUSING UNIT RENTAL PRICE**

Rental of the low-income Inclusionary Units shall be affordable as that term is defined in California Health and Safety Code section 50053 and shall be restricted to households with a combined annual income no greater than fifty percent (50%) of the Housing and Urban Development’s (HUD) area median income for Monterey County as adjusted for household size and revised annually. The 2025 Maximum Household Income Limits are shown in Table 1, adjusted for household size. The

2025 AMI for Monterey County is One Hundred Four Thousand Five Hundred and no/100ths Dollars (\$104,500.00).

**Table 1: 2025 Maximum Household Income Limits<sup>1</sup> (Annual)**

Persons in Household	1	2	3	4	5
Very-Low Income	\$50,600	\$57,850	\$65,100	\$72,300	\$78,100

After household eligibility is determined at occupancy, during the term of this Agreement the maximum rental rate for the very-low-income Inclusionary Units shall be calculated based upon the income tables published by the State Housing and Community Development Department ("HCD") on an annual basis for very-low-income households as adjusted for household size. An example of the maximum rental rates (assuming that the utilities are included in the rent) based upon the 2025 tables is below:

**Table 2: 2019 Maximum Rental Rates**

Persons in Household	1	2	3	4	5
Very-Low-Income	\$1,265	\$1,446	\$1,628	\$1,808	\$1,953

For households of six (6) persons or greater, the State Housing and Community Development Department income adjustments shall apply. After initial occupancy, rents may only be adjusted annually in accordance with the above-referenced formulas.

**F. HOUSING TYPE OF INCLUSIONARY HOUSING UNIT**

For this project, there will be six (6) studio units, nine (9) one bedroom units, and six (6) two bedroom units available as Inclusionary Units.

**G. TIMING OF CONSTRUCTION**

All required Inclusionary Units shall be constructed and occupied as provided in the Campus Town Affordable Housing Agreement.

**H. LOCATION AND SIZE**

The Inclusionary Units shall be identified on Building Permit Plans submitted by the Developer.

---

<sup>1</sup> The Table 1 amounts are subject to revision based upon the Area Median Income levels as established by HUD annually.

## **I. AVAILABILITY AND PHASING OF INCLUSIONARY UNIT**

The Inclusionary Units shall be rented to current qualified households and available for rent consistent with the timelines specified in the Campus Town Affordable Housing Agreement.

## **J. MAINTENANCE OF AFFORDABILITY**

The continued affordability of the Inclusionary Units, as contemplated by this agreement, shall be maintained for fifty-five (55) years of occupancy and shall be ensured through the execution and recordation of this Agreement by the City, Developer, and Owner. The Owner shall be responsible for certifying the income of the tenant to the City at the time of initial rental, and annually thereafter. This shall be completed by viewing acceptable documentation, including income tax statements or a W-2 form for the previous calendar year, and submitting, on a form approved by the City, a certification that the tenant qualifies as an income eligible household.

The Owner and its successors and assigns shall be required to annually verify to the City tenant incomes and maintain books and records to demonstrate compliance with SMC Chapter 17.33. The annual report must include the name, address, and income of each person occupying the designated Inclusionary Units, and identify the bedroom size and monthly rent or cost of each unit for the term of this Agreement.

Whenever an Inclusionary Unit becomes available, the Owner shall immediately notify the City in writing and shall fill an Inclusionary Unit upon vacancy by selecting income-eligible households as long as the Owner complies with the City's publication requirements as stipulated in Seaside Municipal Code Section 17.32.090.C (Publication of Availability of Units).

If, after moving into an Inclusionary Unit, the tenant's income eventually exceeds the income limit for that unit, the tenant may remain in the unit as long as his/her income does not exceed one hundred fifty percent (150%) of the income limit for the original unit. Once the tenant's income exceeds one hundred fifty percent (150%) of the income limit for the original unit, the following shall apply:

1. If the tenant's income does not exceed the income limits of other Inclusionary Units in the residential development, the Developer may, at the Developer's option, allow the tenant to remain in the original unit at the tenant's new applicable affordable housing cost, as long as the next vacant unit is re-designated for the same lower income category applicable to the original unit. If the owner does not want to re-designate the next vacant unit, the tenant shall be given one year's notice to vacate the unit.
2. If there are no units designated for a higher income category within the residential development that may be substituted for the original unit, the

tenant shall be given one year's notice to vacate the unit.

#### **K. INCLUSIONARY HOUSING UNIT PLACED IN A RENTABLE CONDITION**

Rentable condition is defined as: All interior surfaces shall be painted, unless waived by the City of Seaside. Interior carpets replaced if worn, or cleaned if acceptable to the City of Seaside. All appliances inspected and in good working order. The interior shall be clean and odor free. Low-flow toilets shall be installed consistent with water-wise management practices. Any leaking showers, faucets and other fixtures shall be replaced or repaired. All storage and patios shall be free of any prior tenant's possessions.

#### **L. PROVISION OF INCLUSIONARY HOUSING**

To be eligible to rent an Inclusionary Unit, any tenant must be income qualified and meet all other program requirements. In addition, the tenant must agree to occupy the premises as their principal residence during the entire rental period.

Any household that includes one or more individuals having any financial interest in the Project, including the Developer, Owner, any partner, investor, contractor or subcontractor, or employee thereof, during initial construction shall be ineligible to rent any unit in the Project.

#### **M. SUCCESSOR IN INTEREST**

The terms, covenants, and conditions of this Agreement shall apply to and shall bind the heirs, successors, and assigns of the parties hereto and shall be covenants running with the land. Provided, however, it is expressly agreed that the restrictions herein contained shall not cause a forfeiture of title upon violation thereof.

#### **N. AFFORDABILITY AND CHANGE OF OWNERSHIP**

The Owner shall agree to, and the City shall ensure, the initial occupant of all for-rental units that qualified the applicant for the award of the density bonus are persons and families of very-low-income, as required per the density bonus percentages awarded for the initial development, and that the units are offered at an affordable housing cost, as that cost is defined in Section 50053 of the California Health and Safety Code.

In satisfaction of Section 17.33.100.B.2. of the City's Municipal Code, the Owner hereby grants and covenants to the City the following:

1. a continuing right of first refusal to lease any of the designated Inclusionary Units. The City shall provide notice of its intent to exercise such right of first refusal within ten (10) days of receipt of written notice that Owner intends to offer an Inclusionary Unit for

lease, which notice from Owner shall include the appraised lease amount, as determined consistent with this Agreement.

2. Covenants that Owner, its successors, and assigns, shall not assign, lease, rent, sell, sublet, or otherwise transfer any interests for Inclusionary Units without the written approval of the City;
  - a. In providing written approval, the City or its designee, shall confirm that the rent of the designated Inclusionary Unit is consistent with the limits established for very-low-income households as published by HUD.
3. The City shall have the right to enter into other agreements with the Owner or subsequent purchasers of the designated Inclusionary Units to ensure that the required Inclusionary Units are continuously occupied by eligible households.
4. In the event that the Owner divides the Project into individualized condominium units and offers individual Inclusionary Units for sale, the City shall have a right of first refusal to purchase such individual Inclusionary Units that are offered for sale, subject to the procedures in this paragraph. Units shall be offered for sale at an affordable rate as defined by Section 50052.5 of the California Health and Safety Code.

## **O. NOTICES**

All notices and reports shall be provided to the following:

If to CITY:

City Manager  
City of Seaside  
440 Harcourt Avenue  
Seaside CA 93955

w/ e-mail copy to: [cityattorney@ci.seaside.ca.us](mailto:cityattorney@ci.seaside.ca.us)

If to DEVELOPER:

KB Bakewell Seaside Venture II  
Attn: Jeff McMullen  
2633 Camino Ramon, Suite 275  
San Ramon, CA 94583

With a copy to:

KB Bakewell Seaside Venture II  
Attn: Danny Bakewell Jr  
3800 Crenshaw Blvd.  
Los Angeles, CA 90008

If to OWNER:

Pastor  
Greater Victory Temple  
PO Box 1070  
Seaside, CA 93955

## **O. ENFORCEMENT**

It shall be a misdemeanor to violate any provision of this Agreement. Without limiting the generality of the foregoing, it shall also be a misdemeanor for any person to sell or rent to another person the Inclusionary Units under this Agreement at a price or rent exceeding the maximum allowed under this Agreement or to sell, rent, or otherwise allow occupancy of the Inclusionary Units to a household not qualified under this Agreement. It shall further be a misdemeanor for any person to provide false or materially incomplete information to the City or to a seller or lessor of the Inclusionary Units to obtain occupancy of housing for which he or she is not eligible. The Developer may evict and/or terminate its lease with any persons occupying an Inclusionary Unit in violation of this paragraph consistent with the terms of any applicable lease agreements and governing law. In the event a violation of this Agreement occurs, the City may pursue the enforcement actions in SMC section 17.32.110.B (as may be amended from time to time). Before taking any of the enforcement actions in Section 17.32.110.B, the City shall first provide Developer, its successor or assign, with written notice of the alleged violation and provide Developer with a thirty (30) day opportunity to cure the alleged violation. If any such alleged violation cannot be cured within thirty (30) days, the City may choose to extend such cure period or exercise any other remedy set forth in Section 17.32.110.B.

## **P. LITIGATION**

If either party is required to initiate litigation to enforce the terms and conditions of this Agreement or to seek damages by reason of this Agreement or to seek damages by reason of the breach of the terms and conditions of this Agreement, the prevailing party in that litigation shall be entitled to recover reasonable attorney's fees and costs incurred in conjunction with such litigation.

The venue of any action concerning the terms and conditions of this Agreement shall be a court of appropriate jurisdiction in the County of Monterey, State of California.

If any material provision of this Agreement is held by a court of competent

jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall not be terminated. In the event the invalid portion is determined to be immaterial, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Q. AMENDMENT OF AGREEMENT**

No change in or addition to all or any part of this Agreement, except as provided in this Agreement, shall be valid unless in writing and signed by all parties, except that Developer’s consent shall not be necessary once its obligations to construct and deliver the Project have been completed if said change or addition does not create any obligation on the part of Developer.

**R. ASSIGNMENT**

This Agreement may be assigned by Owner to any successor in interest to the Project without the prior consent of the City provided that such successor in interest agrees to be bound by the terms hereof and the City receives written notice and an executed copy of such assignment within ten (10) business days of its assignment. After such assignment, Owner shall be relieved of all obligations hereunder.

---

[Signatures on the following page.]

DRAFT

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties as of the date first written above and represents a binding agreement on the parties hereto.

**CITY OF SEASIDE**

\_\_\_\_\_  
Greg McDanel, City Manager

**KB BAKEWELL SEASIDE VENTURE II LLC**

\_\_\_\_\_  
Danny Bakewell Jr., Principal/Partner

**GREATER VICTORY TEMPLE CHURCH OF GOD IN CHRIST, INC.**

\_\_\_\_\_  
Ronald Britt, Pastor

DRAFT





**Notary Public**

State of California )  
 ) SS:  
County of Monterey )

On \_\_\_\_\_ before me, \_\_\_\_\_ ,  
Date Here Insert Name and  
personally appeared \_\_\_\_\_  
Name(s) of

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

I certify under PENALTY OF PERJURY under the Laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of

PLACE NOTARY SEAL IN ABOVE SPACE



*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another form*

**Description of Attached Document**

Title of Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

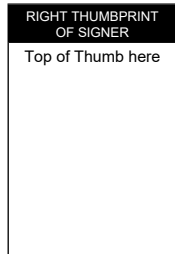
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer --- Title(s): \_\_\_\_\_
- Partner ---  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

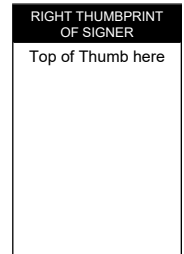
\_\_\_\_\_  
\_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer --- Title(s): \_\_\_\_\_
- Partner ---  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing



**Notary Public**

State of California )  
 ) SS:  
County of Monterey )

On \_\_\_\_\_ before me, \_\_\_\_\_ ,  
Date Here Insert Name and  
personally appeared \_\_\_\_\_  
Name(s) of

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

I certify under PENALTY OF PERJURY under the Laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of

PLACE NOTARY SEAL IN ABOVE SPACE

**OPTI**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another form*

**Description of Attached Document**

Title of Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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- Individual
- Corporate Officer --- Title(s): \_\_\_\_\_
- Partner ---  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER
Top of Thumb here

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer --- Title(s): \_\_\_\_\_
- Partner ---  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing

\_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER
Top of Thumb here



# SEASIDE APARTMENTS

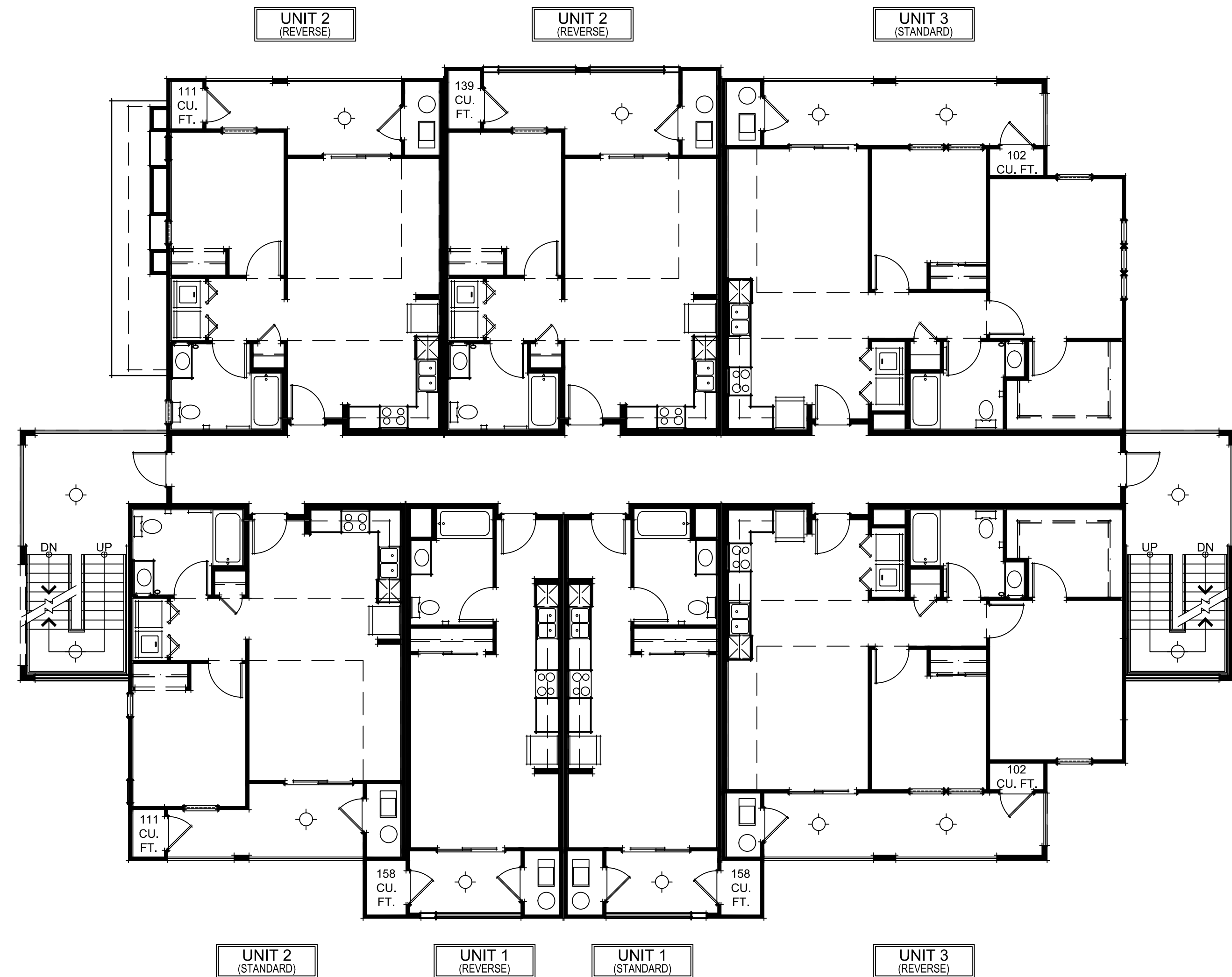
SEASIDE, CA | SEPTEMBER 19, 2023



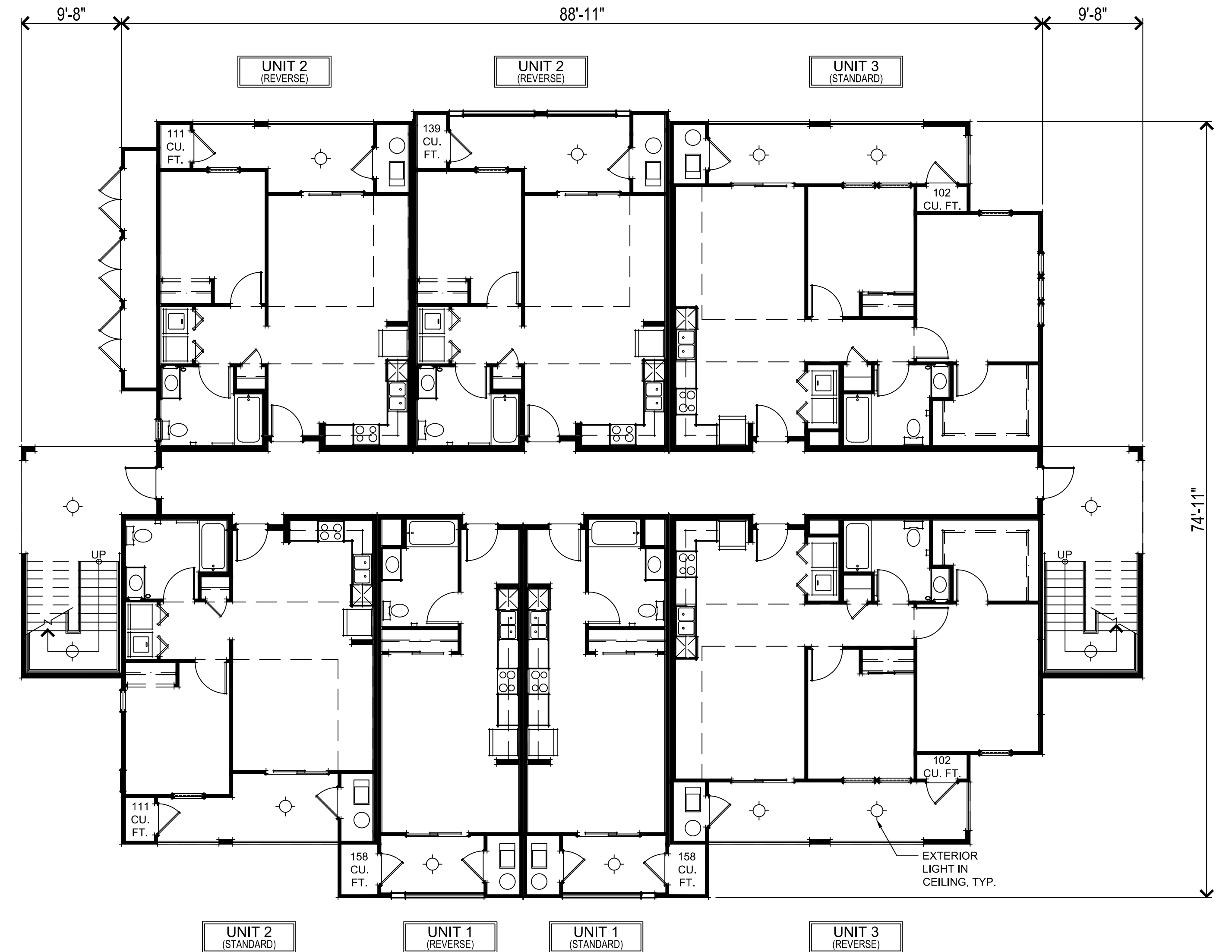
KB - BAKWELL SEASIDE VENTURES, LLC.

**SDG Architects, Inc.**  
3361 Walnut Blvd. Suite 120  
Brentwood, CA 94513  
925.634.7000 | [sdgarchitectsinc.com](http://sdgarchitectsinc.com)





SECOND FLOOR PLAN & EXTERIOR LIGHTING PLAN



FIRST FLOOR PLAN & EXTERIOR LIGHTING PLAN



EXTERIOR DOWNLIGHT, CEILING MOUNTED LIGHT



BUILDING SQUARE FOOTAGES	
FIRST FLOOR	5193 SQ. FT.
SECOND FLOOR	5120 SQ. FT.
THIRD FLOOR	5120 SQ. FT.
TOTAL LIVING	15433 SQ. FT.

UNIT 1 SQUARE FOOTAGES		UNIT 2 SQUARE FOOTAGES		UNIT 3 SQUARE FOOTAGES	
LIVING	428 SQ. FT.	LIVING	637 SQ. FT.	LIVING	893 SQ. FT.
DECK	60 SQ. FT.	DECK @ SOUTH ELEV.	102 SQ. FT.	DECK	152 SQ. FT.
		DECK @ NORTH ELEV.	120 SQ. FT.		



310.507 Seaside Apartments  
Seaside, CA  
September 19, 2023



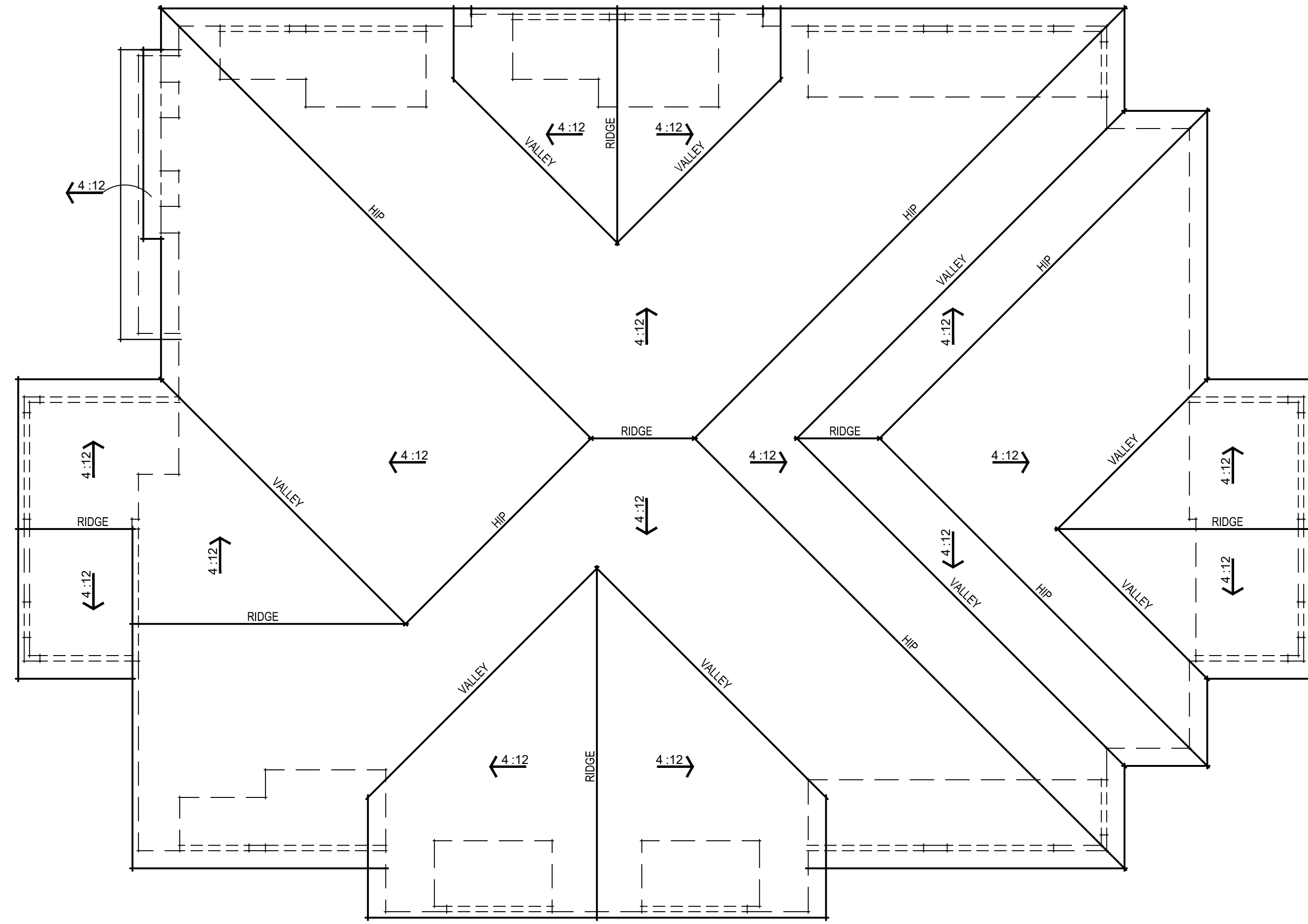
KB - BAKEWELL SEASIDE VENTURES, LLC.

FLOOR PLANS & EXTERIOR LIGHTING PLANS

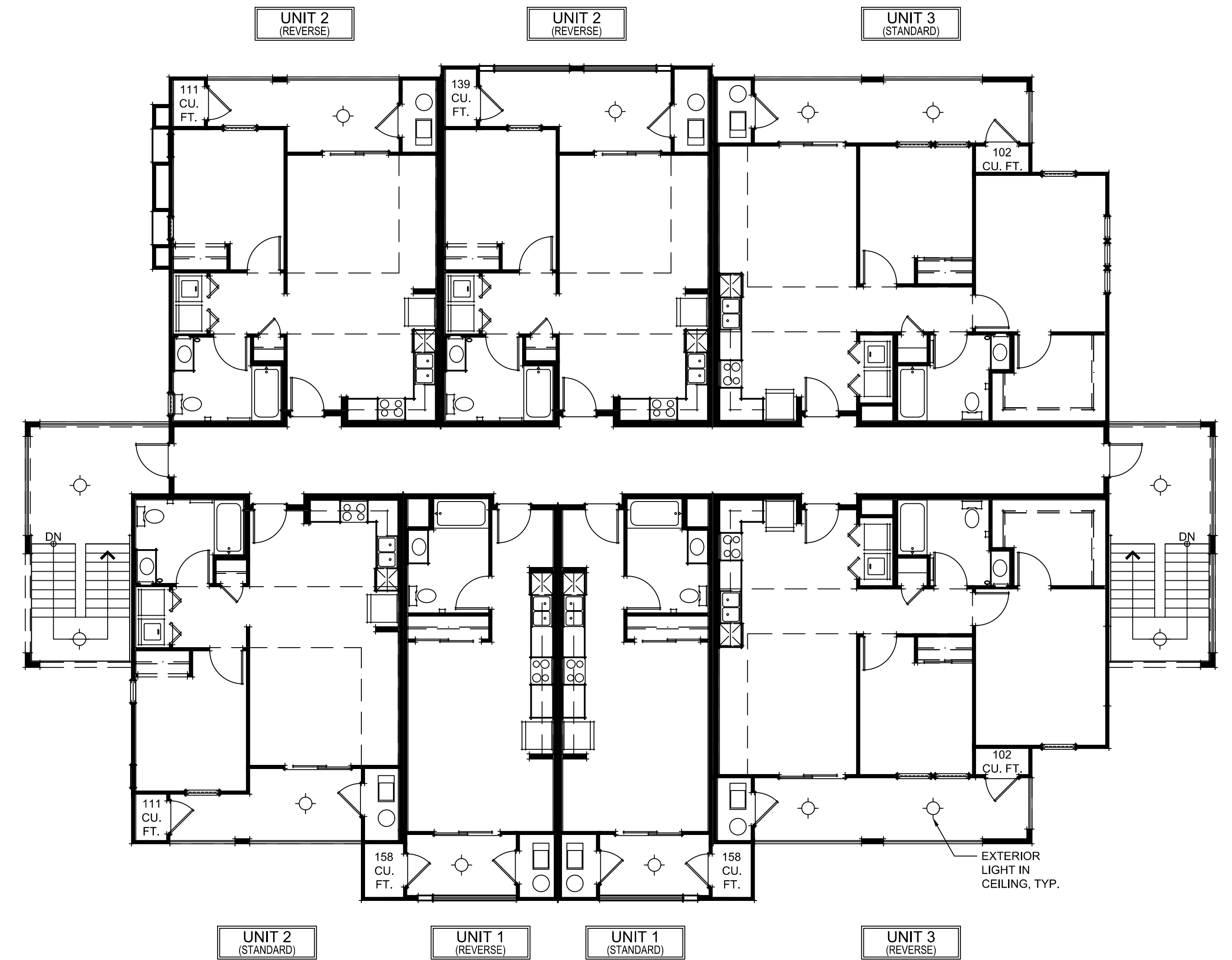
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SDG Architects, Inc.  
3361 Walnut Blvd. Suite 120  
Brentwood, CA 94513  
925.634.7000 | sdgarchitectsinc.com

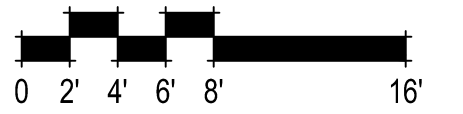




ROOF PLAN



THIRD FLOOR PLAN & EXTERIOR LIGHTING PLAN



ROOFING  
WESTLAKE  
VILLA 900 SALERNO CLAY

STUCCO  
SW 6119  
ANTIQUÉ WHITE

TRIM / FASCIA  
SW 7514  
FOOTHILLS

ENTRY DOOR  
SW 7740  
MESSENGER BAG

RAILING  
SW 7020  
BLACK FOX



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION

EXTERIOR MATERIALS

1. S-TILE ROOF
2. STUCCO WALL FINISH
3. STUCCO *or* 2x FOAM TRIM
4. ARCHED STUCCO SOFFIT
5. METAL RAILING



310.507 Seaside Apartments  
Seaside, CA  
September 19, 2023



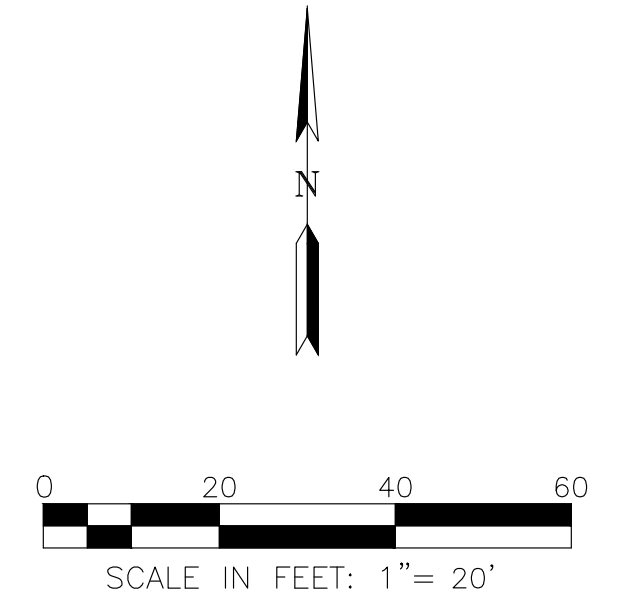
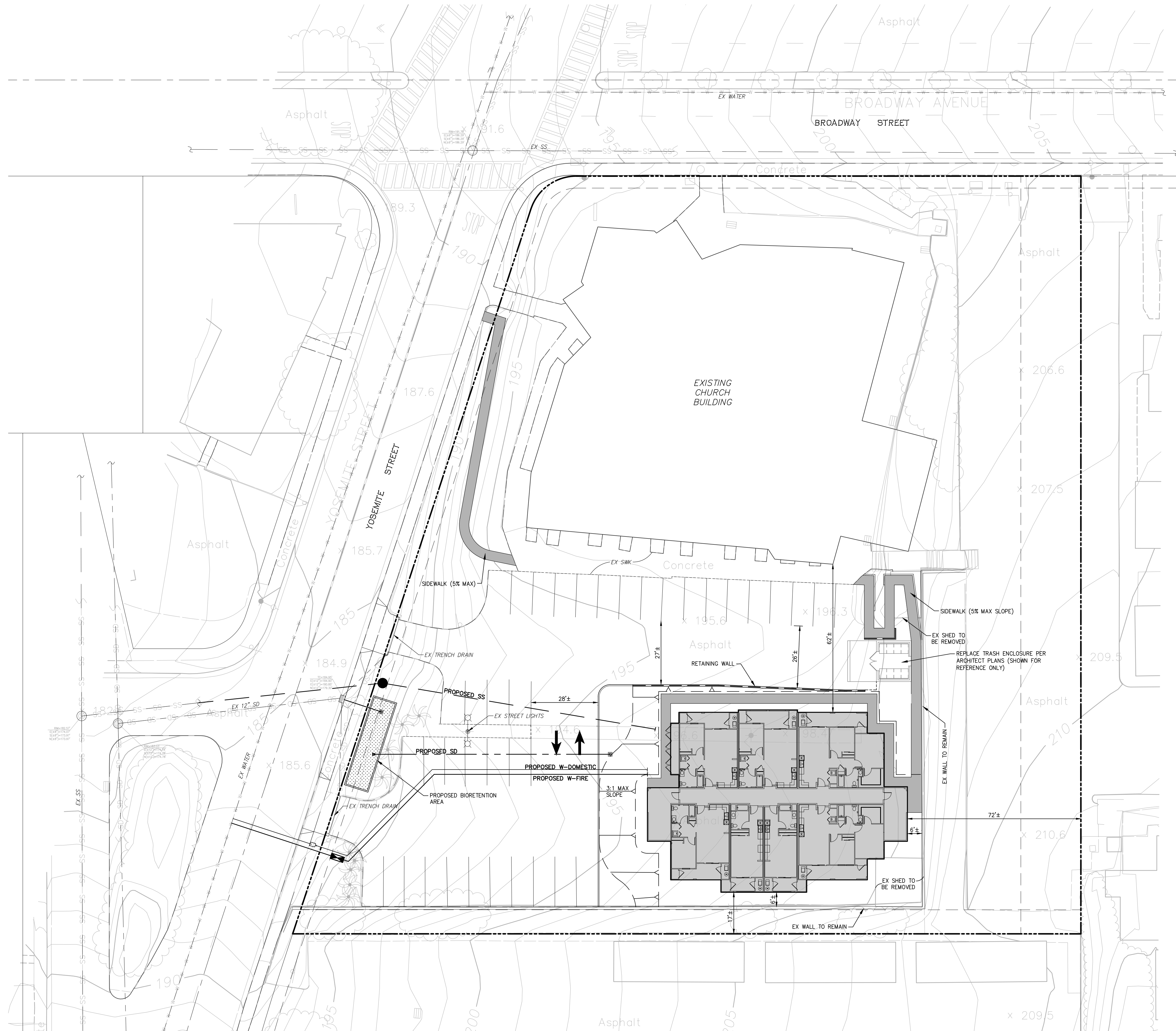
KB - BAKEWELL SEASIDE VENTURES, LLC.

EXTERIOR ELEVATIONS  
A03

SDG Architects, Inc.  
3361 Walnut Blvd, Suite 120  
Brentwood, CA 94513  
925.634.7000 | sdgarchitectsinc.com



PLOT DATE: September 18, 2023  
FILE PATH: W:\Jobs\13\132018\Off-Site Affordable Housing\Drawings\Preliminary\Exhibits\Site Plan\EXH-CT OFFSITE-VICTORY CHURCH SITE PLAN\_2023-09-18.dwg

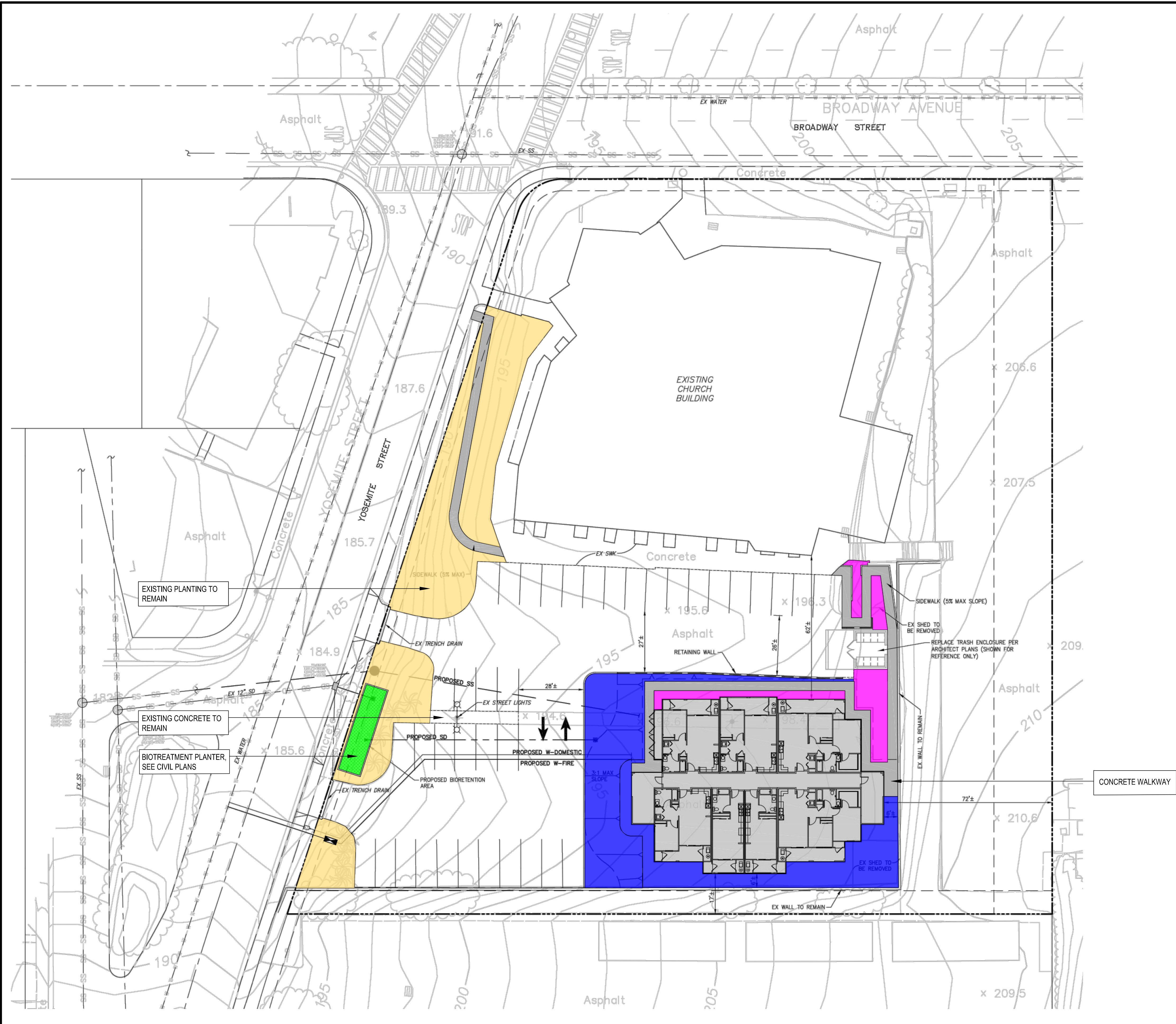


SITE PLAN EXHIBIT  
**AFFORDABLE HOUSING AT  
VICTORY TEMPLE CHURCH**  
SEASIDE, CALIFORNIA  
SEPTEMBER 18, 2023

**RJA**  
**RUGGERI-JENSEN-AZAR**  
ENGINEERS • PLANNERS • SURVEYORS  
8055 CAMINO ARROYO GILROY, CA 95020  
PHONE: (408) 848-0300 FAX: (408) 848-0302

JOB NUMBER: 132018

SHEET 1 OF 1



**NOTES:**  
 1. SEE LANDSCAPE LEGEND ON SHEET L1.2 FOR MORE INFORMATION.  
 2. THIS SHEET IS INTENDED TO BE PLOTTED IN COLOR.

PROPOSED PLANTING LEGEND	
ITEM	SYMBOL
ORNAMENTAL PLANTING	<span style="display:inline-block; width:15px; height:15px; background-color:magenta;"></span>
HYDROSEED PLANTING	<span style="display:inline-block; width:15px; height:15px; background-color:blue;"></span>
BIOTREATMENT PLANTING	<span style="display:inline-block; width:15px; height:15px; background-color:limegreen;"></span>
EXISTING PLANTING	<span style="display:inline-block; width:15px; height:15px; background-color:yellow;"></span>

**HMH**  
 Land Use Entitlements  
 Land Planning  
 Landscape Architecture  
 Civil Engineering  
 Utility Design  
 Land Surveying  
 Stormwater Compliance

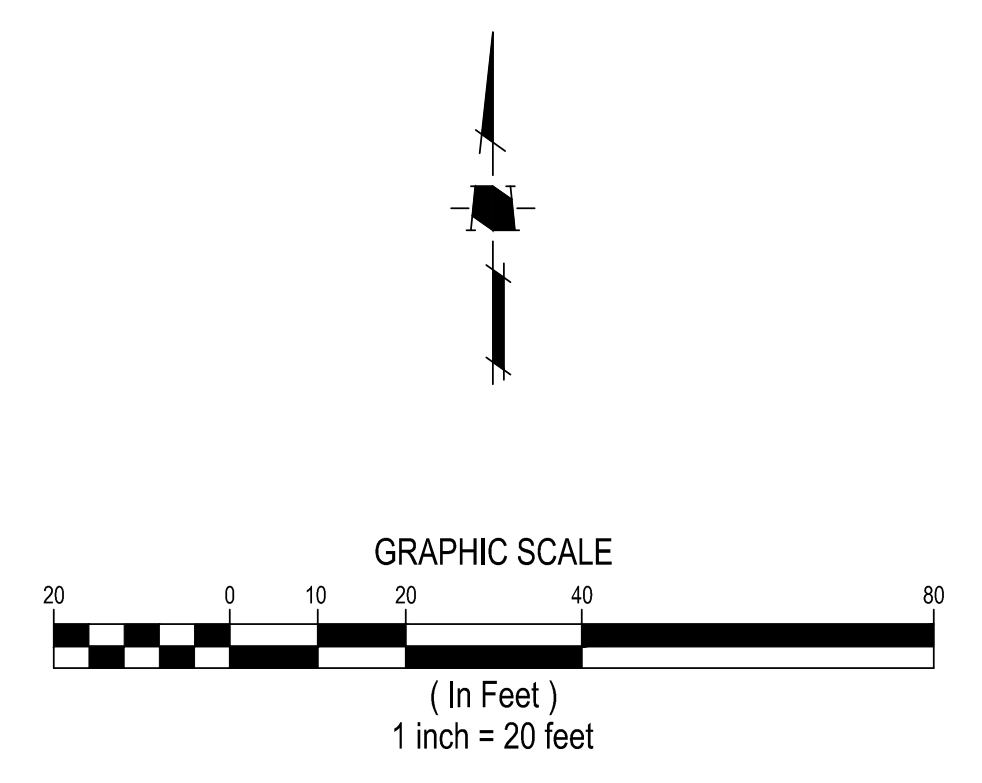
1570 Oakland Road (408) 487-2200  
 San Jose, CA 95131 HMHca.com

**AFFORDABLE HOUSING AT  
 VICTORY TEMPLE CHURCH**  
 KB HOME  
 SEASIDE, CA

NO	DATE	DESCRIPTION
PROJECT NO:	6556.00	
CAD DWG FILE:	655600CL.DWG	
DESIGNED BY:	KY	
DRAWN BY:	JW	
CHECKED BY:	CM	
DATE:	OCT. 20, 2023	
SCALE:	1" = 20'	
© HMH		

**LANDSCAPE PLAN**

**L1.1**



S:\PROJECTS\655600\LANDSCAPE\655600CL.DWG

PLOTTED: 10/11/2023 1:50 PM

**PLANTING LEGEND**

SYMBOL	SPACING	BOTANICAL NAME	COMMON NAME	CONTAINER SIZE	H&W	WUCOLS WATER USE
--------	---------	----------------	-------------	----------------	-----	------------------

**ORNAMENTAL PLANTING**


		ACHILLEA FILIPENDULINA	FERN LEAF YARROW	1 GALLON	3' X 3'	LOW
		ERIOPHYLLUM LANATUM 'SISKIYOU'	WOOLLY SUNFLOWER	1 GALLON	1' X 3'	LOW
		LOMANDRA LONGIFOLIA 'BREEZE'	DWARF MAT RUSH	1 GALLON	2' X 3'	LOW
		SALVIA SPATHACEA	HUMMINGBIRD SAGE	1 GALLON	3' X 4'	LOW
	36" O.C.	CEANOTHUS 'CENTENNIAL'	CALIFORNIA LILAC	1 GALLON	1' X 5'	LOW
	18" O.C.	ERIGERON KARVINSKIANUS	SANTA BARBARA DAISY	1 GALLON	18" X 36"	LOW

**HYDROSEED**

		HYDROSEED MIX - SHALL BE CALIFORNIA NATIVE WILDFLOWER SEED MIX OR OWNER APPROVED EQUAL		1 GALLON		LOW
---	--	--	--	----------	--	-----

SYMBOL	SPACING	BOTANICAL NAME	COMMON NAME	CONTAINER SIZE	H&W	WUCOLS WATER USE
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**BIOTREATMENT AREAS**

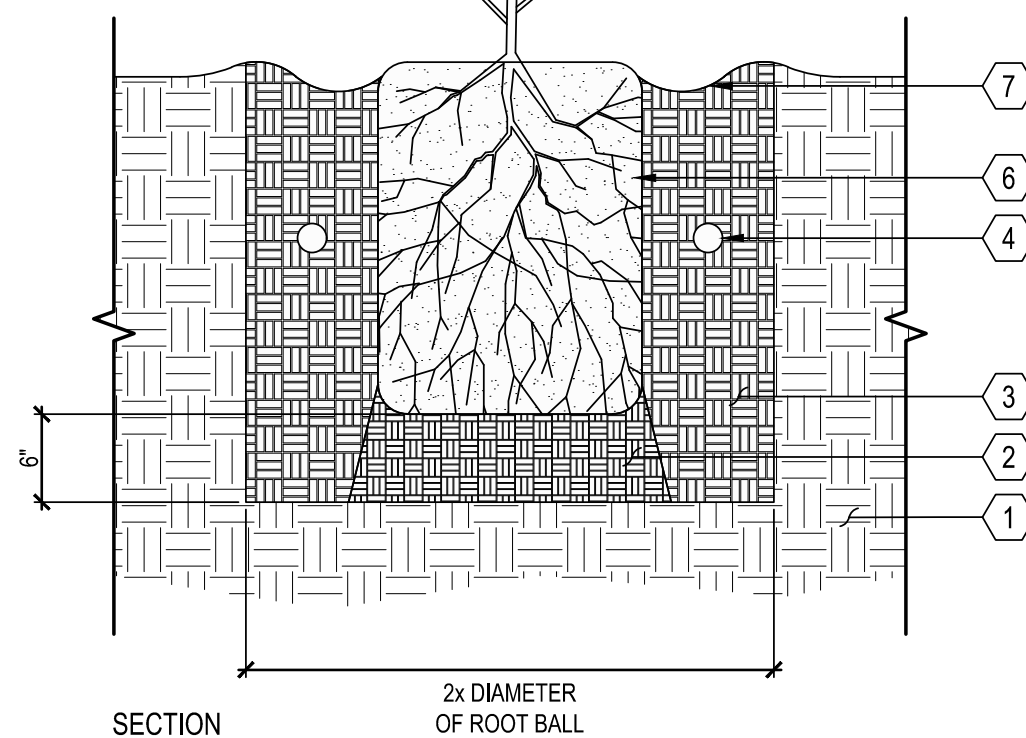
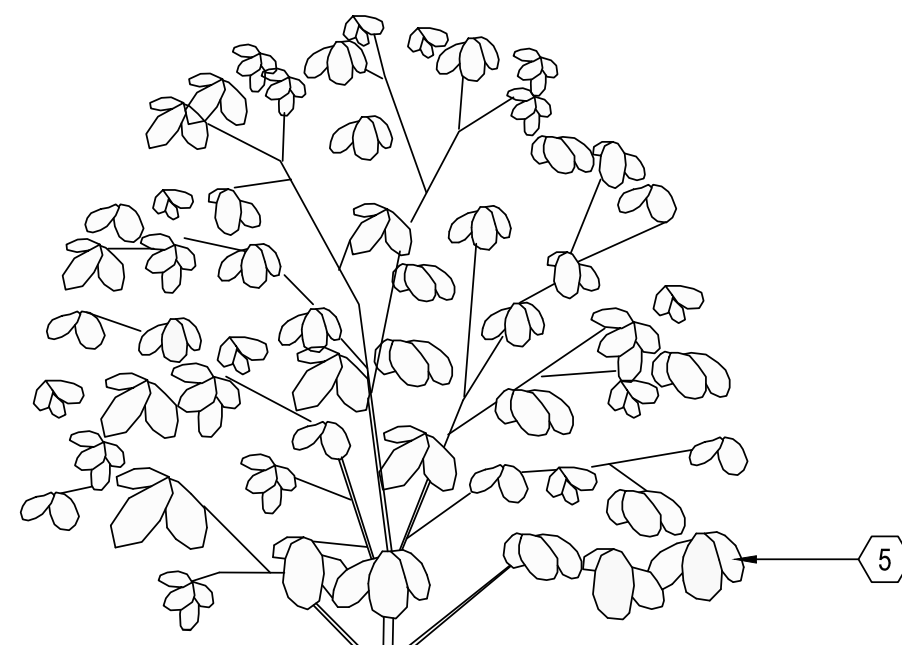
	36" O.C.	CHONDROPETALUM TECTORUM 'EL CAMPO'	DWARF CAPE RUSH	5 GALLON	5' X 3'	LOW
	24" O.C.	JUNCUS PATENS 'ELKS BLUE'	GRAY RUSH	1 GALLON	2' X 2'	LOW

ALL BIO-TREATMENT CELLS WILL INCLUDE 3 INCHES OF COMPOSTED, NON-FLOATABLE MULCH IN AREAS BETWEEN STORMWATER TREATMENT PLANTINGS.

**NOTES:**

- SEE PLANTING SPECIFICATIONS PRIOR TO INSTALLATION OF PLANT MATERIALS.
- ROOT BALL CROWN SHALL EXTEND 1" ABOVE FINISH GRADE.

- ① NATIVE GRADE
- ② FOOT TAMP BASE
- ③ BACKFILL, PUDDLE AND SETTLE PRIOR TO PLANTING SHRUB
- ④ AGRIFORM PLANT TABLETS, 3 PER SHRUB
- ⑤ SHRUB
- ⑥ ROOT BALL
- ⑦ 2" DEEP BASIN AROUND ROOT BALL

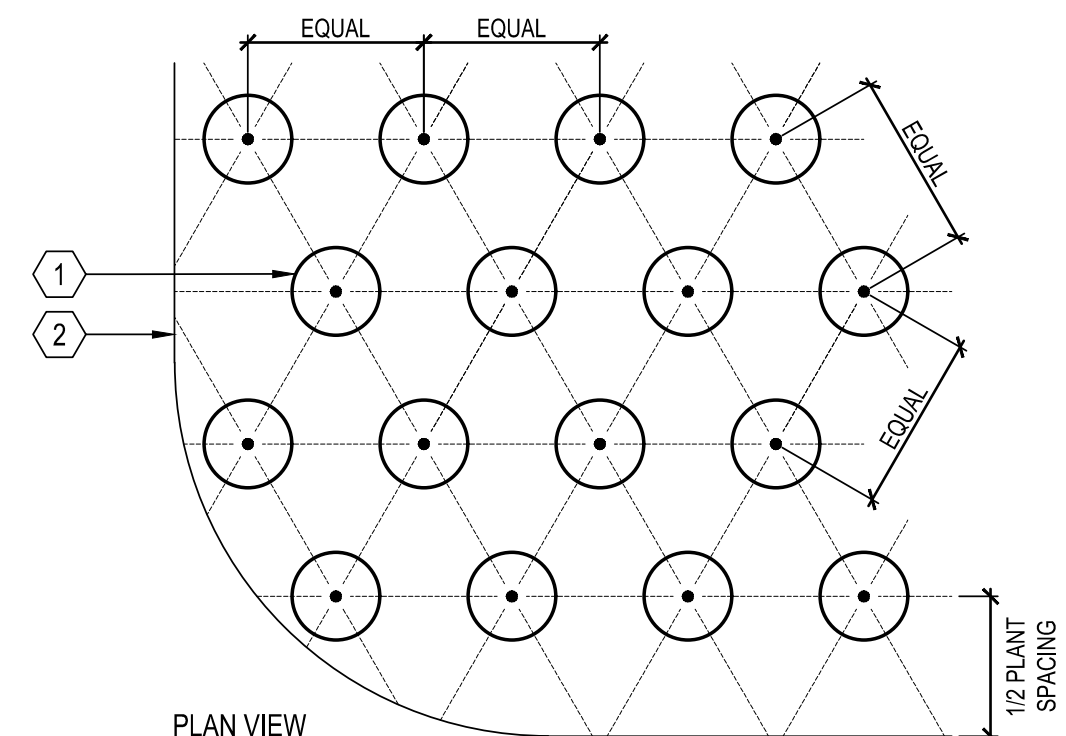


**C SHRUB**  
SCALE: 1" = 1'-0"

**NOTES:**

- SEE PLANTING SPECIFICATIONS PRIOR TO INSTALLATION OF PLANT MATERIALS.
- SPACING SHALL BE TRIANGULATED UNLESS OTHERWISE NOTED.
- INFILL PLANTS AS REQUIRED TO MAINTAIN SPACING AT IRREGULAR EDGES.

- ① PLANT, SPACING VARIES, SEE PLANTING LEGEND
- ② EDGE OF PLANTING AREA

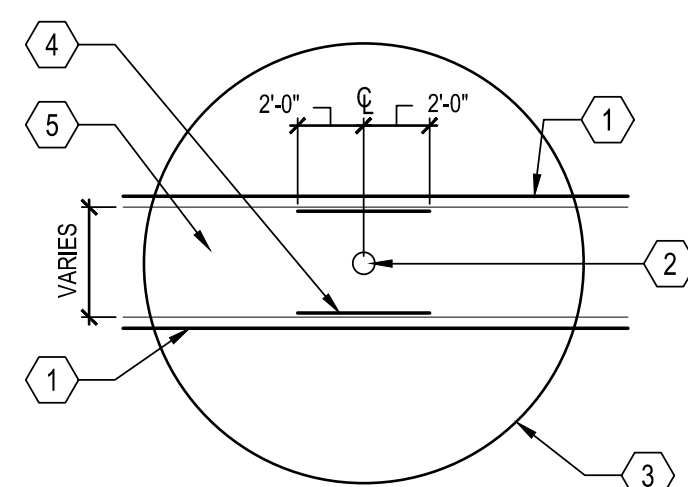


**B GROUNDCOVER**  
SCALE: 1" = 1'-0"

**NOTES:**

- ROOT CONTROL BARRIER SHALL BE USED WHEN TREE IS LOCATED 10' OR LESS FROM WATER, STORM, AND SEWER UTILITIES.
- INSTALL AN 18" DEEP 'DEEP ROOT' CONTROL BARRIER AT EDGE OF SIDEWALK.
- INSTALL A 24" DEEP 'DEEP ROOT' CONTROL BARRIER AT BACK OF CURB OR INSTALL A 36" DEEP 'DEEP ROOT' CONTROL BARRIER AT BACK OF CURB WHEN WITHIN 6' FROM WATER AND SEWER LATERAL LINES.
- NO ROOT CONTROL BARRIERS SHALL BE WITHIN 5' FROM WATER AND SEWER LINES.

- ① HARDSCAPE EDGE. SEE PLANS.
- ② TREE TRUNK
- ③ TREE CANOPY
- ④ ROOT BARRIER
- ⑤ PLANTER AREA



**A ROOT BARRIER**  
SCALE: N.T.S.

**AFFORDABLE HOUSING AT  
 VICTORY TEMPLE CHURCH**  
 KB HOME  
 SEASIDE, CA

NO	DATE	DESCRIPTION
PROJECT NO:	6556.00	
CAD DWG FILE:	655600CL.DWG	
DESIGNED BY:	KY	
DRAWN BY:	JW	
CHECKED BY:	CM	
DATE:	OCT. 20, 2023	
SCALE:	AS NOTED	
© HMH		

**LANDSCAPE  
 LEGEND AND  
 DETAILS**

L1.2



Land Use Entitlements  
Land Planning  
Landscape Architecture  
Civil Engineering  
Utility Design  
Land Surveying  
Stormwater Compliance

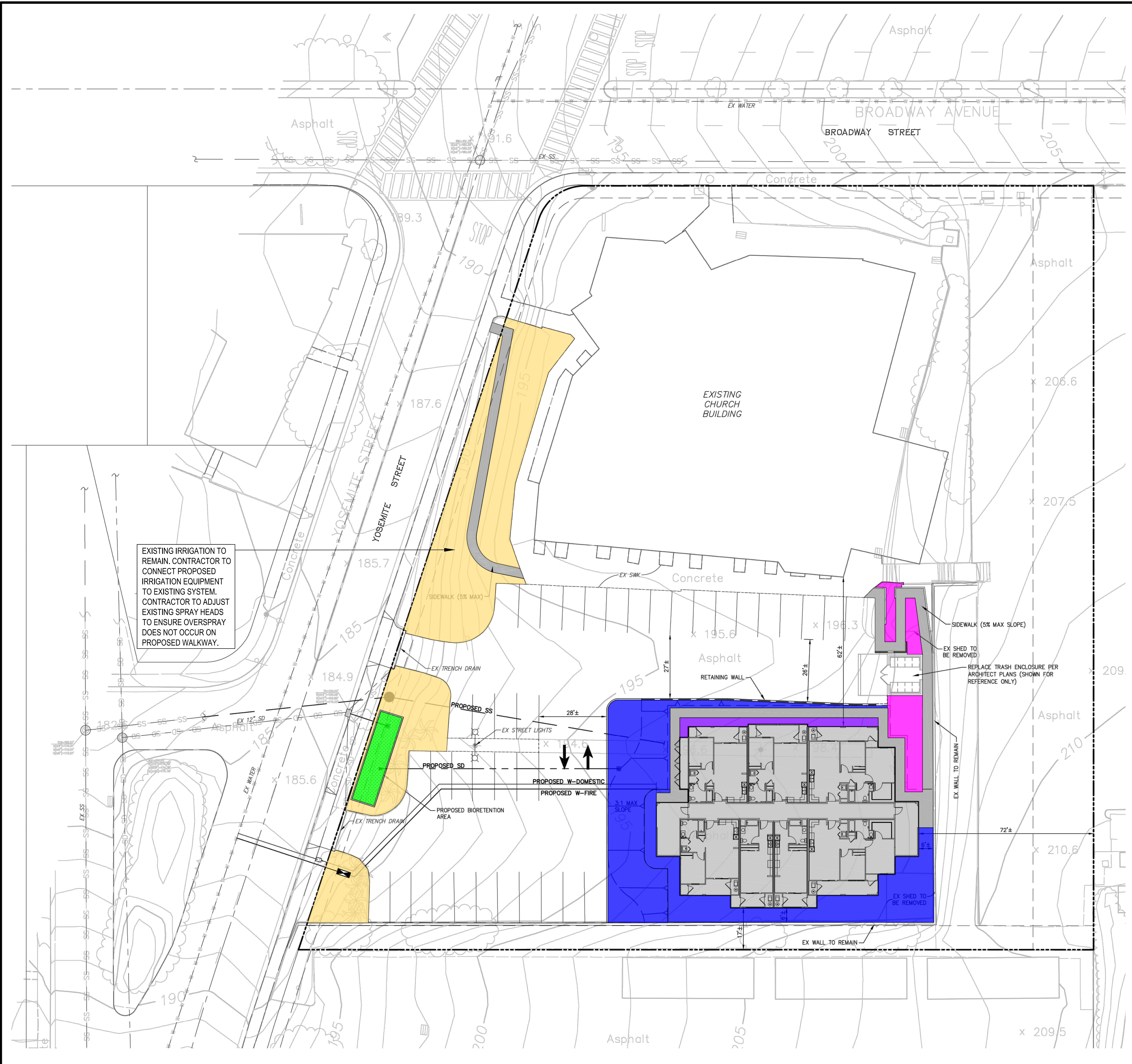
1570 Oakland Road (408) 487-2200  
San Jose, CA 95131 HMHca.com

# AFFORDABLE HOUSING AT VICTORY TEMPLE CHURCH KB HOME SEASIDE, CA


NO	DATE	DESCRIPTION

## HYDROZONE PLAN

L1.3



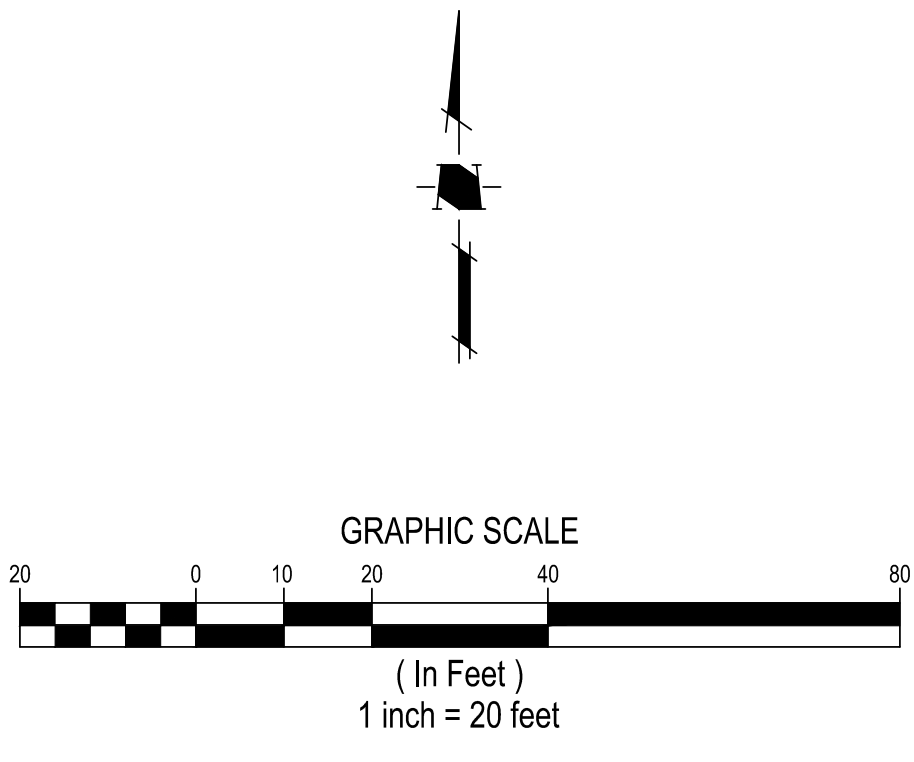
EXISTING IRRIGATION TO REMAIN. CONTRACTOR TO CONNECT PROPOSED IRRIGATION EQUIPMENT TO EXISTING SYSTEM. CONTRACTOR TO ADJUST EXISTING SPRAY HEADS TO ENSURE OVERSPRAY DOES NOT OCCUR ON PROPOSED WALKWAY.

### IRRIGATION ZONE LEGEND:

- EXISTING IRRIGATION TO REMAIN
- HYDROSEED. NO IRRIGATION NECESSARY
- HAND WATER BY OWNER (PLANTER BOXES)
- DRIP IRRIGATION FOR BIORETENTION AREAS
- DRIP IRRIGATION FOR ORNAMENTAL PLANTING. CONTRACTOR TO CONNECT TO EXISTING IRRIGATION SYSTEM.

### IRRIGATION DESIGN CRITERIA:

1. FINAL DESIGN SHALL CONFORM TO AB1881 OR CITY ADOPTED WATER EFFICIENT LANDSCAPE ORDINANCE.
2. ALL PLANTING AREAS SHOWN WILL BE COMMONLY MAINTAINED BY THE OWNER AND IRRIGATED BY AN AUTOMATIC IRRIGATION SYSTEM UNLESS OTHERWISE NOTED.
3. IRRIGATION SYSTEMS WILL BE PERMANENT BELOW GROUND AUTOMATED SYSTEMS ADEQUATE FOR THE ESTABLISHMENT AND MAINTENANCE OF ALL PLANT MATERIAL. THESE SYSTEMS WILL BE INSTALLED AS SOON AS PRACTICAL AFTER GRADING AND PRIOR TO PLANT MATERIAL INSTALLATION AND HYDROSEEDING.
4. ALL TURF, SHRUB AND GROUND COVER AREAS WILL BE IRRIGATED BY A PERMANENT, AUTOMATIC, UNDERGROUND IRRIGATION SYSTEM UNLESS OTHERWISE NOTED. ALL SPRAY AREAS WILL BE IRRIGATED BY HIGH EFFICIENCY MATCHED PRECIPITATION RATE POP-UP SPRAY HEADS. TURF, SHRUB, AND GROUND COVER AREAS SHALL BE ON SEPARATE VALVES ACCORDING TO PLANT WATER REQUIREMENTS AND EXPOSURE.
5. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED, MAINTAINED AND MANAGED TO MEET OR EXCEED MINIMUM EFFICIENCY.
6. ALL IRRIGATION EQUIPMENT SHALL BE SCREENED APPROPRIATELY FROM VIEW IN PUBLIC AREAS TO THE MAXIMUM EXTENT POSSIBLE.
7. THE FINAL IRRIGATION PLAN SHALL ACCURATELY AND CLEARLY IDENTIFY:
  - A. LOCATIONS AND SIZES OF WATER POINTS OF CONNECTION.
  - B. LOCATION, TYPE AND SIZE OF ALL COMPONENTS OF THE IRRIGATION SYSTEM, INCLUDING AUTOMATIC CONTROLLERS, MAIN AND LATERAL LINES, VALVES, SPRINKLER HEADS, RAIN SWITCHES, AND QUICK COUPLERS.
  - C. STATIC WATER PRESSURE AT THE POINTS OF CONNECTION.
  - D. FLOW RATE (GALLONS PER MINUTE), REMOTE CONTROL VALVE SIZE, AND DESIGN OPERATING PRESSURE (PSI) FOR EACH STATION.
  - E. HYDROZONE INFORMATION TABLE.
  - F. WATER USE CALCULATIONS.
8. CONTRACTOR SHALL ENSURE THAT ALL EXISTING IRRIGATION EQUIPMENT IS OPERABLE AND MEETS CURRENT STATE MWEO STANDARDS. IF SYSTEM COMPONENTS ARE NOT OPERABLE OR NEED TO BE UPDATED TO MEET STATE STANDARDS, CONTRACTOR SHALL REPLACE WITH SIMILAR AND INSTALL PER DETAILS SHOWN ON SHEET L1.4.
9. THIS SHEET IS INTENDED TO BE PLOTTED IN COLOR.

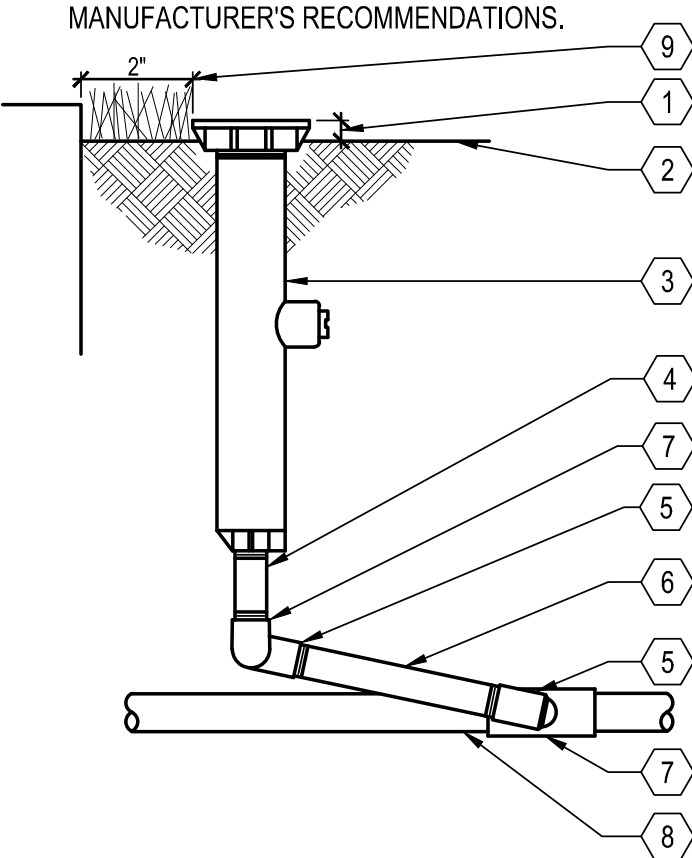


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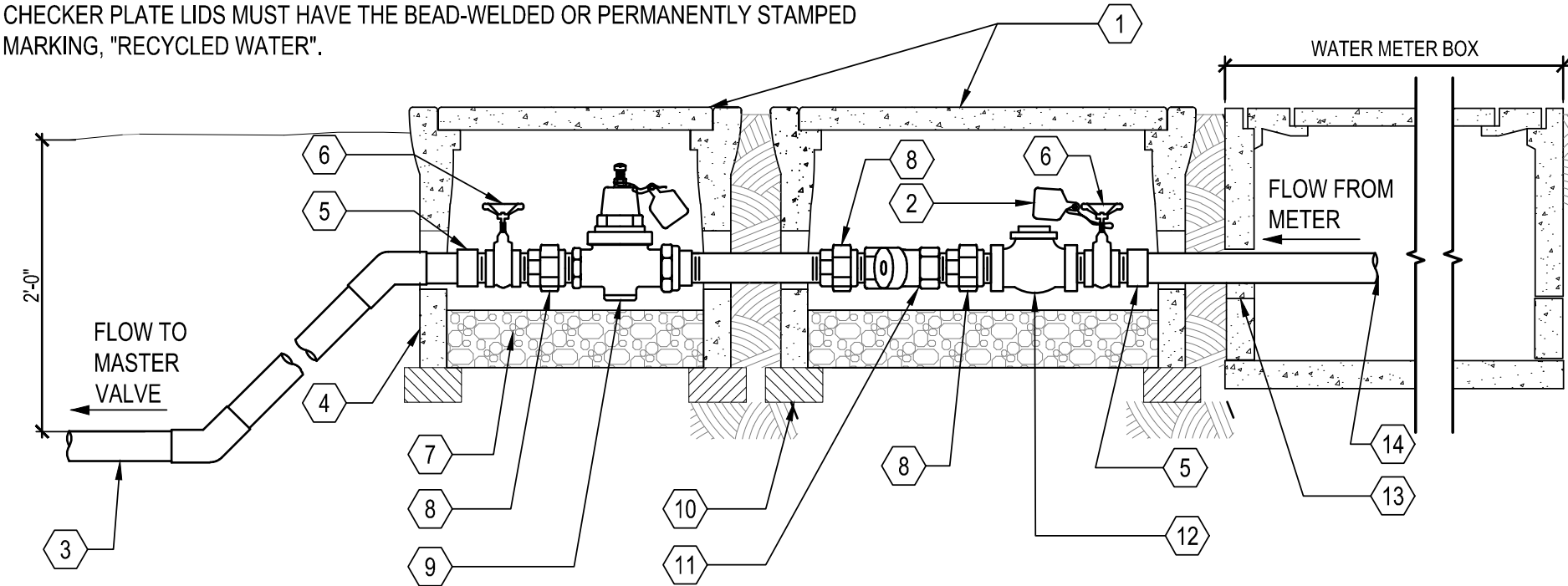
- NOTE:  
 1. ALWAYS INSTALL SPRAY SPRINKLER PERPENDICULAR TO FINISHED GRADE.  
 2. SEE IRRIGATION LEGEND FOR EQUIPMENT SPECIFICATION.  
 3. INSTALL ALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

- 1 1/2" ABOVE FINISHED GRADE
- 2 FINISHED GRADE/TOP OF MULCH
- 3 POP-UP SPRAY SPRINKLER: SEE LEGEND FOR MAKE, MODEL AND NOZZLE TYPE
- 4 PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
- 5 MARLEX STREET ELL
- 6 PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
- 7 PVC SCH 40 TEE OR ELL
- 8 PVC LATERAL PIPE
- 9 2" FROM EDGE OF HARDSCAPE MINIMUM



**J** POP UP SPRINKLER  
 SCALE: N.T.S.

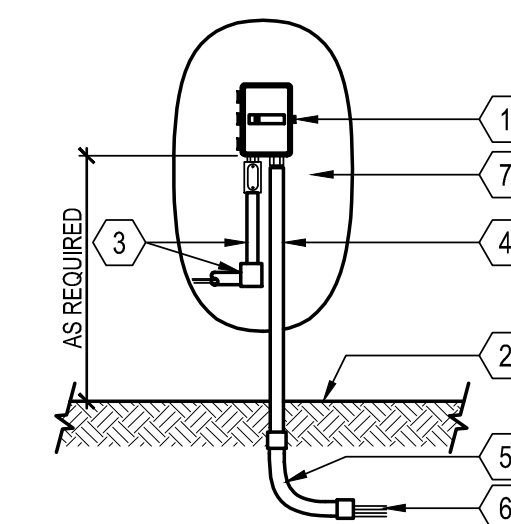
- NOTES:  
 1. DO NOT LOCATE REMOTE VALVE IN LAWN  
 2. COMPACT SOIL AROUND BOX TO SAME DENSITY AS ADJACENT UNDISTURBED SOIL BUNDLE AND TAPE CONTROL WIRE TO MAINLINE EVERY 10'  
 3. SPLICES IN CONTROL WIRE ARE NOT ALLOWED BETWEEN CONTROLLER AND VALVE  
 4. SEE IRRIGATION LEGEND FOR EQUIPMENT SPECIFICATION  
 5. INSTALL ALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS  
 6. FOR RECYCLED WATER SYSTEMS, CONCRETE LIDS MUST HAVE THE MOLDED-IN MARKING FROM THE FACTORY, "RECYCLED WATER", AND CAST IRON AND METAL CHECKER PLATE LIDS MUST HAVE THE BEAD-WELDED OR PERMANENTLY STAMPED MARKING, "RECYCLED WATER".



**G** STRAINER AND PRESSURE REGULATOR ASSEMBLY  
 SCALE: N.T.S.

- 1 CHRISTY CONCRETE VALVE BOX AND LOCKABLE CONCRETE LID WITH VANDAL PROOF LID BOLTS, TOP OF LID SHALL BE NON-SKID SURFACE PERMANENTLY MARKED "RECYCLED WATER" AS REQUIRED PER LID ID DETAIL.
- 2 RECYCLED WATER IDENTIFICATION TAG TYPICAL
- 3 PVC IRRIGATION MAINLINE, TYPICAL, REFER TO IRRIGATION PLAN FOR SIZE AND MATERIAL.
- 4 CONC. VALVE BOX AND EXTENSION
- 5 PVC MALE ADAPTER
- 6 GATE VALVE
- 7 3/4" CRUSHED ROCK, 6" DEEP
- 8 PVC UNION
- 9 PRESSURE REDUCING VALVE COMMON BRICK
- 10 STRAINER
- 11 SWING CHECK VALVE
- 12 GROUT AS REQUIRED
- 13 POINT OF CONNECTION INSIDE METER BOX
- 14 FINISHED GRADE

- NOTES:  
 1. VERIFY LOCATION WITH PROJECT ELECTRICIAN.  
 2. ALL ELECTRICAL WORK MUST CONFORM TO LOCAL CODES, REFER TO PRODUCT LITERATURE FOR ADDITIONAL INSTALLATION REQUIREMENTS. THIS DRAWING IS PROVIDED FOR REFERENCE ONLY. INDIVIDUAL PROJECT REQUIREMENTS AND LOCAL CODES MAY DICTATE DIFFERENCES IN INSTALLATION PROCEDURES THAT ARE NOT IDENTIFIED ON THIS DETAIL.

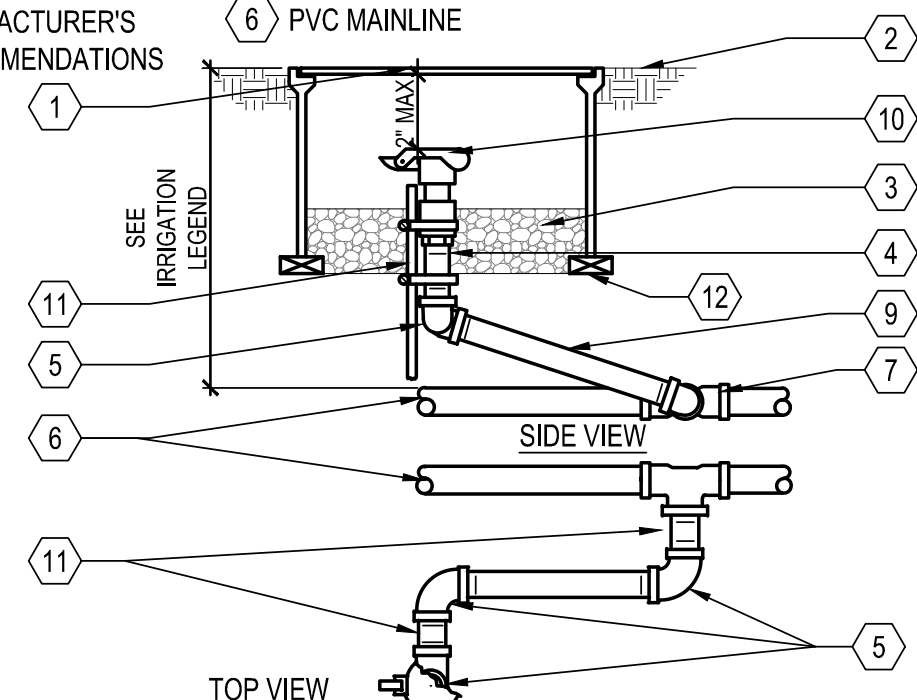


**B** WALL MOUNT CONTROLLER  
 SCALE: N.T.S.

- 1 EXTERIOR WALL MOUNT IRRIGATION CONTROLLER, SEE IRRIGATION LEGEND FOR SPECIFICATION
- 2 FINISHED GRADE
- 3 1/2" UL APPROVED ELECTRICAL CONDUIT, RING NUT AND JUNCTION BOX FOR 120V AC ELECTRICAL POWER
- 4 GALVANIZED ELEC. WIRE CONDUIT (SIZE AS REQUIRED) PAINT TO MATCH BLDG.
- 5 PVC SWEEP ELL (DEPTH AS REQUIRED)
- 6 CONTROL WIRES TO CONTROL VALVES
- 7 EXTERIOR SURFACE FOR MOUNTING OF SPRINKLER CONTROLLER

- NOTE:  
 1. NIPPLES AND FITTINGS TO BE SAME SIZE AS VALVE IPT INLET THREAD SIZE  
 2. SEE IRRIGATION LEGEND FOR SPECIFICATION  
 3. INSTALL ALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS

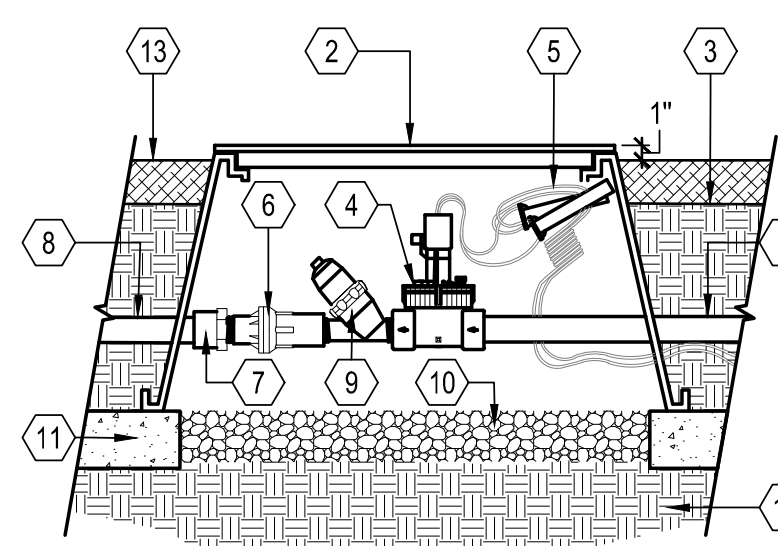
- 1 10" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID
- 2 FINISHED GRADE
- 3 PEA GRAVEL SUMP, MIN. 6" DEPTH
- 4 3" LONG SCHEDULE 80 PVC THREADED NIPPLE
- 5 SCH 80 PVC THREADED 90 DEGREE ELL
- 6 PVC MAINLINE
- 7 MAINLINE FITTING
- 8 10" LONG SCH 80 PVC THREADED NIPPLE
- 9 QUICK COUPLING VALVE
- 10 1 1/4" x 1 1/4" x 3/16" ANGLE IRON 30" LONG, 2 STAINLESS STEEL STRAPS
- 11 BRICK SUPPORTS, 2 TOTAL



**I** QUICK COUPLING VALVE  
 SCALE: N.T.S.

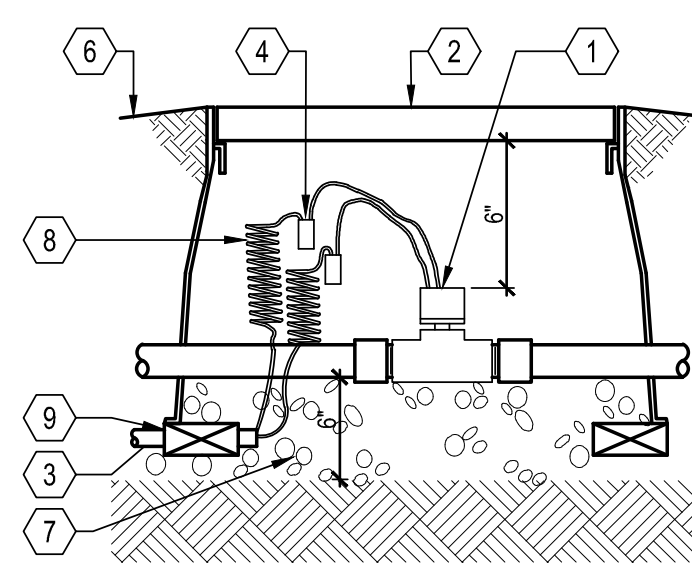
- NOTES:  
 1. SEE IRRIGATION LEGEND FOR EQUIPMENT SPECIFICATION.  
 2. INSTALL ALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

- 1 PVC MAINLINE
- 2 PLASTIC VALVE BOX, HEAT BRAND STATION NUMBER ON LID IN 2" CHARACTERS.
- 3 FINISHED GRADE
- 4 VALVE, SEE LEGEND
- 5 CONTROL WIRES WITH 36" SERVICE COIL AND WATERPROOF WIRE CONNECTIONS, SEE LEGEND.
- 6 PRESSURE REGULATOR, SEE LEGEND
- 7 SCHEDULE 80 UNION
- 8 PVC LATERAL
- 9 FILTER, SEE LEGEND
- 10 1 CU. FT. PEA GRAVEL SUMP
- 11 BRICK SUPPORTS
- 12 NATIVE GRADE BARK MULCH / PLANTING (1" BELOW VALVE LID)
- 13



**F** DRIPLINE REMOTE CONTROL VALVE, PRESSURE REGULATOR AND FILTER  
 SCALE: N.T.S.

- NOTES:  
 1. SEE IRRIGATION LEGEND FOR EQUIPMENT SPECIFICATION  
 2. INSTALL ALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS



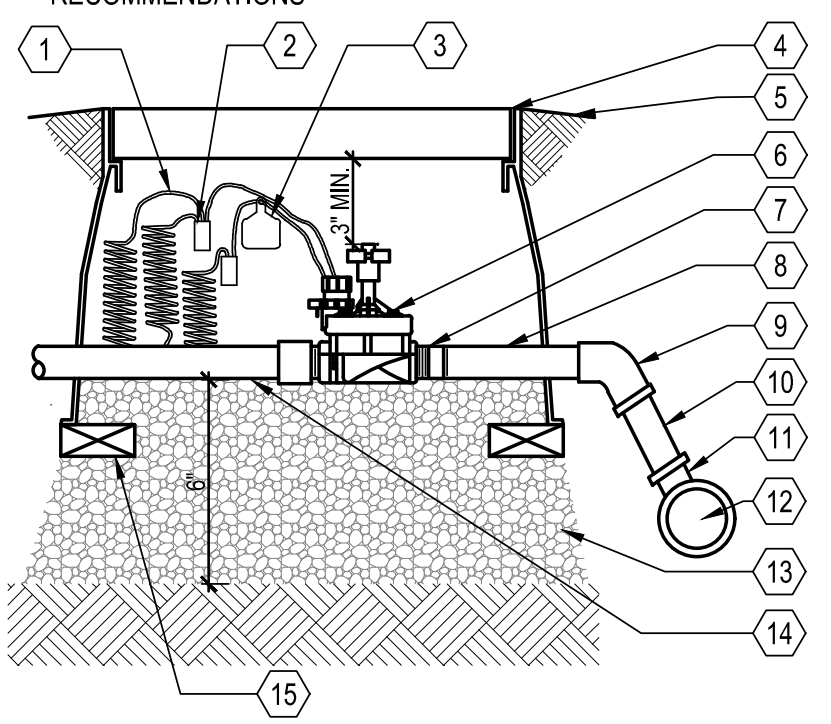
**D** FLOW SENSOR  
 SCALE: N.T.S.

- 1 FLOW SENSOR
- 2 RECTANGULAR VALVE BOX W/ BLACK BOLT DOWN COVER, HEAT BRAND VALVE "FS" ON LID IN 2" HIGH CHARACTERS
- 3 CONDUIT BACK TO DECODER AT CONTROLLER
- 4 3M DBY WIRE CONNECTOR TO IRRIGATION POINT OF CONNECTION
- 5 FINISH GRADE
- 6 PEA GRAVEL SUMP, MIN. 6" DEEP
- 7 CONTROL AND COMMON WIRE TO DESIGNATED AUTOMATIC CONTROLLER
- 8 BRICK SUPPORT, 1 PER CORNER
- 9 MASTER VALVE

NO PIPE RESTRICTIONS, FITTINGS, COUPLINGS OR OTHER SPLICES TO OCCUR IN THE PIPE RUNS OF LENGTHS GIVEN PER MANUFACTURER

- NOTES:  
 1. DO NOT LOCATE REMOTE CONTROL VALVE IN LAWN  
 2. COMPACT SOIL AROUND BOX TO SAME DENSITY AS ADJACENT UNDISTURBED SOIL BUNDLE AND TAPE CONTROL WIRE TO MAINLINE EVERY 10'  
 3. SPLICES IN CONTROL WIRE ARE NOT ALLOWED BETWEEN CONTROLLER AND VALVE  
 4. SEE IRRIGATION LEGEND FOR EQUIPMENT SPECIFICATION  
 5. INSTALL ALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS

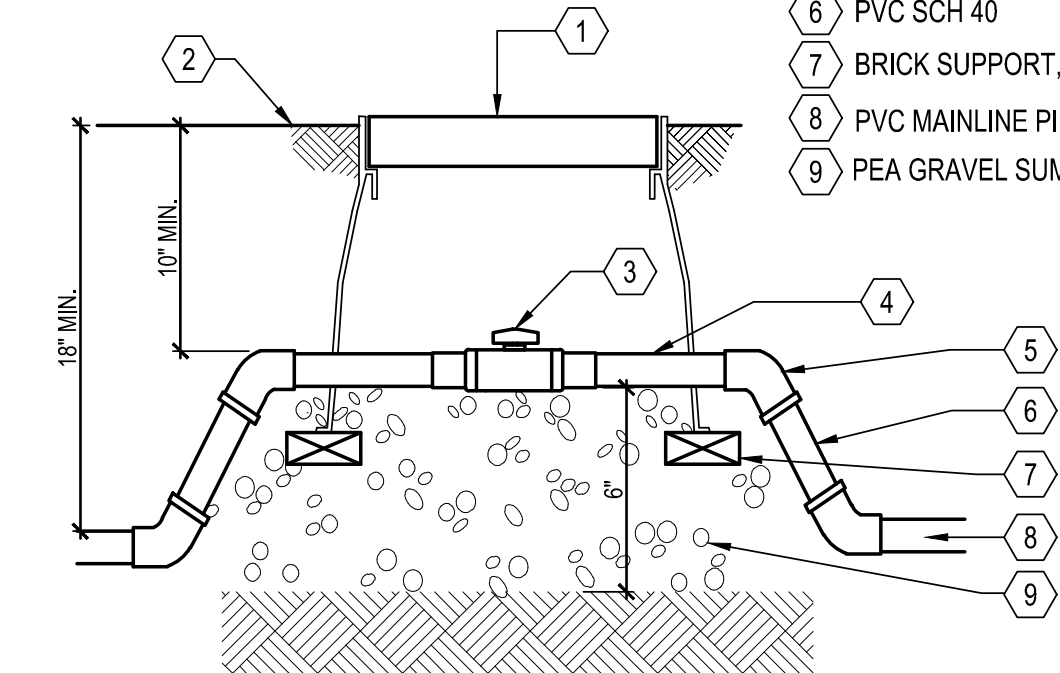
- 1 18" LENGTH EXPANSION LOOP
- 2 SCOTCH LOK #3577 CONNECTOR SEALING PACK OR EQUAL
- 3 ID TAG FOR VALVE STATION NUMBER
- 4 VALVE BOX: CARSON SPECIFICATION GRADE, NDS PRO SERIES, OR EQUAL
- 5 TOP OF MULCH
- 6 REMOTE CONTROL VALVE: SEE IRRIG. LEGEND
- 7 PVC SCH 80 NIPPLE (CLOSE)
- 8 PVC SCH 40 MIN 8" LONG
- 9 PVC 45 FITTING SCH 40
- 10 PVC SCH 40
- 11 S X S FITTING
- 12 PVC MAINLINE PIPE
- 13 PEA GRAVEL SUMP, MIN. 6" DEEP
- 14 LATERAL LINE
- 15 BRICK SUPPORT-1 PER CORNER



**H** REMOTE CONTROL VALVE  
 SCALE: N.T.S.

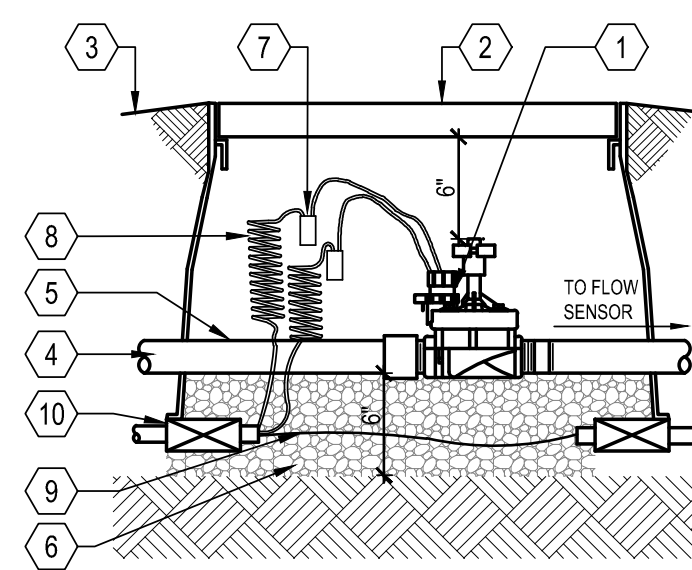
- NOTES:  
 1. PLACE AGGREGATE PRIOR TO INSTALLATION OF VALVE BOX  
 2. INSTALL VALVE BOX SO TOP OF BOX IS FLUSH WITH ADJACENT HARDSCAPE

- 1 6" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID
- 2 FINISHED GRADE/ BEFORE PLANTING
- 3 BALL VALVE: SEE LEGEND FOR MAKE AND MODEL - LINE SIZE
- 4 PVC SCH 40 MIN 8" LONG
- 5 PVC 45 FITTING SCH 40 (TYP.)
- 6 PVC SCH 40
- 7 BRICK SUPPORT, 2 TOTAL
- 8 PVC MAINLINE PIPE
- 9 PEA GRAVEL SUMP, MIN. 6" DEEP



**E** BALL VALVE  
 SCALE: N.T.S.

- NOTES:  
 1. DO NOT LOCATE REMOTE VALVE IN TURF  
 2. COMPACT SOIL AROUND BOX TO SAME DENSITY AS ADJACENT UNDISTURBED SOIL BUNDLE AND TAPE CONTROL WIRE TO MAINLINE EVERY 10'  
 3. SPLICES IN CONTROL WIRE ARE NOT ALLOWED BETWEEN CONTROLLER AND VALVE  
 4. SEE IRRIGATION LEGEND FOR EQUIPMENT SPECIFICATION  
 5. INSTALL ALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS

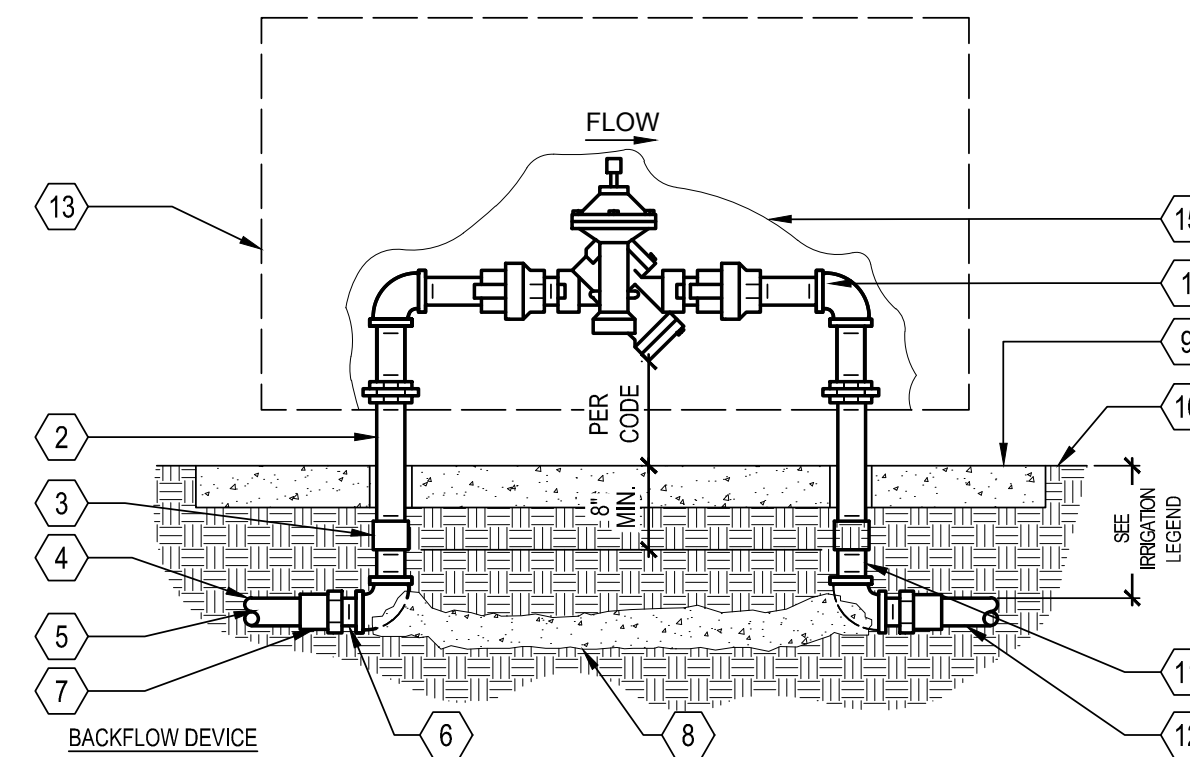


**C** MASTER VALVE  
 N.T.S.

- 1 MASTER VALVE-SEE LEGEND
- 2 CARSON #1324 RECTANGULAR VALVE BOX WITH BLACK BOLT DOWN COVER, OR APPROVED EQUAL. HEAT BRAND "MV" ON LID IN 2" HIGH LETTERS
- 3 FINISHED GRADE
- 4 FROM POINT OF CONNECTION- ADAPT AS REQUIRED
- 5 SCH. 80 TOE NIPPLE- LENGTH AS REQUIRED
- 6 PEA GRAVEL SUMP, MIN 6" DEEP
- 7 3M DBY WIRE CONNECTOR
- 8 CONTROL AND COMMON WIRE TO DESIGNATED AUTOMATIC CONTROLLER
- 9 FLOW SENSOR CABLE WITHIN CONDUIT
- 10 BRICK SUPPORT, 1 PER CORNER

PER CODE

- NOTES:  
 1. NIPPLES AND FITTINGS TO BE SAME IPT SIZE AS BACKFLOW ASSEMBLY.  
 2. INSTALL GREEN WEATHER GUARD BACKFLOW BLANKET OR APPROVED EQUAL.  
 3. DISSIMILAR METALS SHALL BE SEPARATED BY AN APPROVED DIELECTRIC FITTING.  
 4. ENCLOSURE SHALL BE STRONG BOX LOW PROFILE SMOOTH TOUCH SBBC-30CR OR SBBC-45CR, COLOR DARK GREEN OR APPROVED EQUAL. ENCLOSURE SHALL BE SIZED BASED ON BACKFLOW DEVICE SIZE. CONTACT MANUFACTURER V.I.T. PRODUCTS 1-800-729-1314.



**A** REDUCED PRESSURE BACKFLOW DEVICE ENCLOSURE AND BLANKET  
 SCALE: N.T.S.



Land Use Entitlements  
 Land Planning  
 Landscape Architecture  
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**AFFORDABLE HOUSING AT  
 VICTORY TEMPLE CHURCH**  
 KB HOME  
 SEASIDE, CA

NO	DATE	DESCRIPTION

**IRRIGATION  
 DETAILS**

L1.4



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 9.B.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

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

**DATE:** May 7, 2026

**SUBJECT: ADOPT A RESOLUTION APPROVING THE RECOMMENDATION FROM REGEN MONTEREY TO INITIATE A COMPETITIVE REQUEST FOR PROPOSAL (RFP) PROCESS FOR SOLID WASTE, RECYCLING, AND ORGANICS COLLECTION SERVICES, ALLOWING GREENWASTE RECOVERY, LLC (GREENWASTE) AND OTHER SERVICE PROVIDERS TO COMPETE FOR THE FRANCHISE**

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**RECOMMENDATION**

Initiate a competitive RFP process for solid waste, recycling, and organics collection services.

**BACKGROUND**

Seven participating agencies, including the Cities of City of Seaside, Carmel-by-the-Sea, Del Rey Oaks, Marina, Pacific Grove, Sand City, and Pebble Beach Community Services District (Member Agencies) of ReGen Monterey's (ReGen) nine member agencies, hold an exclusive franchise agreement with GreenWaste for solid waste, recycling, and organics collection services, expiring in 2030. As the agreements near expiration, the Member Agencies began to evaluate future service options and consider whether to issue a competitive RFP or negotiate a sole-source agreement with GreenWaste.

In early 2025, a TAC Subgroup was formed to prepare and plan. In August 2025, the ReGen Board approved a contract with HF&H Consultants, LLC (HF&H) to support the Subgroup and Member Agencies in this effort. Since that time, the Subgroup has been and will continue working on a range of activities to support collection franchise planning, including a public and stakeholder engagement process, RFP process support,

negotiations, and solicitation, design, and drafting of a future franchise agreement. Since August 2025, HF&H has worked with ReGen’s Communications staff (Staff) and the TAC’s Subgroup to conduct phase one, public and stakeholder engagement.

**DISCUSSION**

Stakeholder Engagement Process

Community and stakeholder input provides important context for evaluating whether to pursue a competitive RFP or a sole-source negotiation for future solid waste, recycling, and organics collection services. Over the past several months, the TAC Subgroup, supported by HF&H, conducted a comprehensive engagement process across four key sectors: residential, multi-family, commercial, and industry. This included partnering with Probolsky Research to conduct a statistically valid survey of residential customers designed to assess current service satisfaction, identify community priorities, and gauge interest in additional services that are not currently provided. In addition to the survey, we hosted a number of virtual and in-person events that were intended to allow more nuanced conversations with specific customer types. This included hosting community meetings, direct outreach to multi-family property owners and building managers, discussions with leaders in the business community, and meetings with potential service providers.

In parallel with community engagement, several industry stakeholders were engaged to better understand market conditions and to identify opportunities and potential challenges associated with providing services in the region. Industry feedback consistently identified the seven Member Agencies’ service area as an ideal market, citing operational efficiencies, established infrastructure, and long-term service viability. Multiple respondents expressed interest in proposing services, indicating that the region is well-positioned to attract competitive proposals should an RFP be issued.

Detailed information regarding the engagement methodology, outreach activities, and sector-specific results is provided in Attachment B. The discussion below summarizes key themes from the engagement process and highlights the primary factors considered by the TAC’s Subgroup when recommending a competitive RFP process for future collection services.

Community Input

The TAC Subgroup reviewed results from the stakeholder engagement process and found, across engagement efforts, overall satisfaction with current service was generally high. However, affordability emerged as the highest-rated and most strongly expressed priority across sectors (99.1%), followed closely by service quality (98.9%), convenience (98.2%), and environmental impact (96.0%).

Survey results show that perceptions of cost are mixed, with only 47% of residents indicating their garbage and recycling bill is “just about right,” while nearly 29% feel rates are too high and a significant share remain unsure, reflecting caution around

affordability. When asked to evaluate community values, affordability ranked higher than any other factor, exceeding priorities such as environmental impact, convenience, and quality of service. This underscores the importance of rate impacts in residents' evaluation of future service decisions. Survey responses also indicate limited appetite for new or expanded programs that could increase costs, reinforcing a clear expectation that decision-makers will weigh this evaluation criterion heavily. Multi-family and commercial outreach echoed these findings, with property managers and business representatives identifying rates, cost control, and predictability as primary concerns alongside service reliability.

Collectively, feedback from residential, multi-family, and commercial stakeholders demonstrates strong alignment around the need to prioritize affordability and carefully evaluate any approach that could result in rate increases. This consistent emphasis on cost sensitivity establishes affordability as a central consideration in determining the appropriate procurement path for future collection services.

## **KEY CONSIDERATIONS**

### Good Governance:

A competitive RFP process provides the Member Agencies with a clear, transparent, and defensible path to securing a contractor that represents the best value for the community by allowing multiple qualified service providers to compete on price, service levels, reliability, environmental protection, and other relevant factors. This approach is widely regarded as the most transparent and publicly accountable method for awarding long-term franchise agreements, supporting public confidence in the decision-making process.

### Affordability:

During the engagement process, GreenWaste shared an indicative range of potential future cost increases associated with continuing service under a sole-source approach. While it would be inappropriate to share the numerical values publicly, the amounts were greater than a typical inflationary amount and included some trade-offs for the Member Agencies and customers. At the level of rate adjustment suggested in this preliminary discussion, the TAC Subgroup expressed that competitive proposals would be important to better understand cost drivers, validate pricing, and ensure that future service decisions are informed by objective, market-based information.

### Satisfaction with Service:

The TAC Subgroup notes that there is a very high level of satisfaction with the current service provider throughout the service area. This is a credit to GreenWaste and especially their front-line drivers and customer service employees who interact with customers on a daily basis. The high level of satisfaction was significant to the TAC Subgroup, and the members of the Subgroup expressed their desire for GreenWaste to participate in the competitive process for the next contracts. It was also noted that there was a high level of satisfaction with Waste Management (WM) in the contract

prior to GreenWaste taking over in 2015 and that many of the drivers transitioned to GreenWaste from WM in 2015. The RFP would contain a provision requiring that any current employees displaced by a change in contractors would be offered positions at the new company. As a result, many of the front-line employees that are responsible for the high quality of service would likely continue to serve the Member Agencies as they do today.

Assignment Risk:

GreenWaste was acquired by a private investment fund during the term of the current agreements and there was a greater level of turnover in executive and management staff than was expected at the time of the initial acquisition. In addition, at the time of the acquisition, the acquiring company disclosed that it typically divests itself of assets like this in seven to 10 years. That same investment firm has recently divested itself of other solid waste assets in the United States. While GreenWaste has maintained a high level of satisfaction, the new executive and management team have a different perspective and approach than was conveyed when GreenWaste proposed to get the current contracts. An RFP process would allow the Member Agencies to consider changes to the contracts that would provide greater protection for the ratepayers and Member Agencies in the event of a future acquisition.

Infrastructure and Readiness

ReGen has made significant long-term investments over many years to create an operational environment that supports efficient, reliable service delivery for the Member Agencies it represents. ReGen owns the collection Truck Yard and Maintenance Facility currently leased and used by the incumbent service provider, and has established on-site processing of recyclables and organics, as well as control over disposal through its landfill. Together, these assets create a turnkey operational setting that reduces barriers to entry and enables any qualified collection operator to efficiently serve the agencies in the future. In other markets, the private ownership of these assets creates significant incumbency advantages. In this case, the public ownership of the assets ensures cost-effectiveness and competitiveness.

**RFP TIMELINE AND NEXT STEPS**

To meet the schedule of the expiring franchise agreements in 2030, the Member Agencies would begin the RFP process in late 2026. While a typical RFP process lasts 12 to 18 months and includes drafting and finalizing an RFP, soliciting proposals, responding to prospective operators’ questions, interviewing proposers, evaluating proposals, negotiating contract terms, and seeking final approval by Member Agencies’ elected bodies, the multi-jurisdictional nature of this effort is expected to extend the overall timeline. The process will require ongoing coordination among Member Agencies, collaboration and updates with multiple elected bodies throughout key decision points, and subsequent jurisdiction-specific negotiations to tailor services and rate outcomes following a group decision. As a result, the RFP process is anticipated to extend through 2027, with the potential award of the new franchise in the first half of

2028, and the intent to maintain current services with the existing service provider through 2030, subject to the direction and outcome of the negotiations. This will allow approximately two years for the selected service provider to address any infrastructure needs, acquire vehicles, establish new programs or services, and conduct community outreach and engagement to ensure the public is aware of any changes.

**FISCAL IMPACT**

On August 22, 2025 the City Council approved a cost-sharing Memorandum of Understanding (MOU) for Franchise Collection Planning between ReGen Monterey and the seven participating Member agencies. Seaside’s financial contribution for the support is \$74,374.00 of the total \$534,620.00. This cost covers the Stakeholder Engagement phase now completed and the next phases of Solicitation Document Design and Drafting, RFP Process Support, and Negotiations.

\$32,000.00 was included in the FY 25/26 budget (Account No. 100-8910-1031), to cover the costs for the Stakeholder Engagement phase, and the remaining amount of \$44,375.00 will be included in the FY 26/27 budget request.

It should be noted that local government procurement costs are typically reimbursed to Member Agencies by the selected franchise service provider.

**STRATEGIC PRIORITY**

Effective Accessible Governance, Community Safety & Quality of Life

**ATTACHMENTS**

- 1. Resolution
- 2. Stakeholder Engagement Results

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Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager

**RESOLUTION NO. 26-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**APPROVING THE RECOMMENDATION FROM REGEN MONTEREY TO INITIATE A COMPETITIVE REQUEST FOR PROPOSAL (RFP) PROCESS FOR SOLID WASTE, RECYCLING, AND ORGANICS COLLECTION SERVICES, ALLOWING GREENWASTE RECOVERY, LLC (GREENWASTE) AND OTHER SERVICE PROVIDERS TO COMPETE FOR THE FRANCHISE**

**WHEREAS**, the City of Seaside, as a member agency of ReGen Monterey, currently participates in a regional franchise agreement with GreenWaste Recovery, LLC for solid waste, recycling, and organics collection services that will expire in 2030; and

**WHEREAS**, as the expiration of the current franchise agreement approaches, the member agencies have initiated a process to evaluate future service options, including whether to pursue a competitive Request for Proposals (RFP) process or a sole-source agreement; and

**WHEREAS**, ReGen Monterey, with support from its Technical Advisory Committee Subgroup and HF&H Consultants, conducted stakeholder engagement and analysis to evaluate future service options, which identified affordability, service quality, and transparency as key priorities; and

**WHEREAS**, the stakeholder engagement process identified affordability, service quality, convenience, and environmental impact as key community priorities, with affordability being the highest-ranked concern across all sectors; and

**WHEREAS**, a competitive Request for Proposals (RFP) process is a transparent and widely accepted method to evaluate qualified service providers, ensure competitive pricing, and secure the best overall value for the community, while allowing the current provider and others to compete; and

**WHEREAS**, the stakeholder engagement process identified affordability, service quality, convenience, and environmental impact as key community priorities, with affordability being the highest-ranked concern across all sectors; and

**WHEREAS**, on August 22, 2025, the City Council approved a cost-sharing Memorandum of Understanding with ReGen Monterey for franchise collection planning, with the City of Seaside's share of \$74,374 funded through Account No. 100-8910-1031, with \$32,000 budgeted in FY 2025–2026 and the balance to be included in FY 2026–2027; and

**WHEREAS**, initiating the RFP process in advance of the franchise expiration will provide adequate time for procurement, evaluation, and transition planning to maintain uninterrupted service.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Seaside does hereby approve the recommendation from ReGen Monterey to initiate a competitive Request for Proposal (RFP) process for solid waste, recycling, and organics collection services, allowing GreenWaste Recovery, LLC and other qualified service providers to compete for the future franchise agreement.

**PASSED AND ADOPTED** at a Regular meeting of the City Council of the City of Seaside duly held on the 7th day of May, 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

**Attachment A: Probolsky Research Survey Results (see separate attachment)**

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# Monterey Peninsula Franchise Collection Service Provider Survey Results Presentation

February 2026



**Opinion Research on  
Elections and Public Policy**



**PROBOLSKY RESEARCH**  
23 Corporate Plaza Suite 150 Newport Beach CA 92660

**Newport Beach**  
(949) 855-6400

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(415) 870-8150

**Washington DC**  
(202) 559-0270

# Monterey Peninsula – Franchise Collection Service Provider Survey

## Survey Methodology\*

	Survey Details
<b>Mode</b>	Phone (inbound and outbound) Online (mail, email, and text to web)
<b>Language</b>	English and Spanish
<b>Length</b>	10 minutes
<b>Target Respondents</b>	Monterey Peninsula communities
<b>Survey Fielding</b>	February 6 – 23, 2026
<b>Margin of Error</b>	+/-4.7%
<b>Survey Participants</b>	450

## Sample

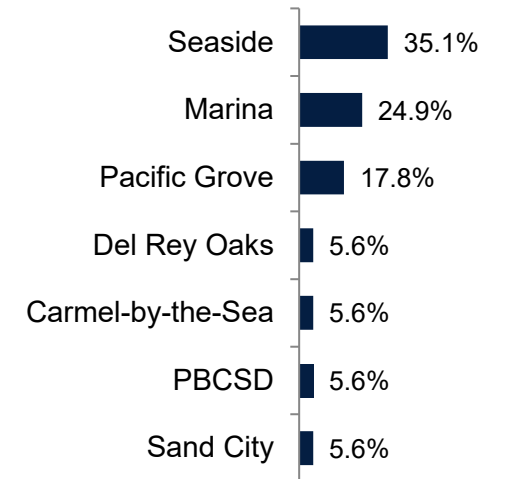
The sample was developed from the consumer data. We mailed, called, emailed, and texted residents. We matched the demographics of ReGen Monterey service area residents.

## Data Collection Explained

Interviews were conducted with live interviewers by phone (4%) and online survey methods (96%). Phone participants were interviewed through outbound (68%) and inbound (32%) calls. Online participants were invited by mail (57%), email (31%), and text message (12%) to access the survey by computer, tablet, or smart phone.

Respondents in all modes chose their preferred language, English (99%) and Spanish (1%).

Security measures precluded individuals from completing the survey more than once.



The distribution reflects the geographic composition of respondents within the Monterey Peninsula service area. To ensure adequate representation, a minimum of 25 responses were collected in each jurisdiction, with Del Rey Oaks, Carmel-by-the-Sea, Pebble Beach Community Services District, and Sand City intentionally oversampled..

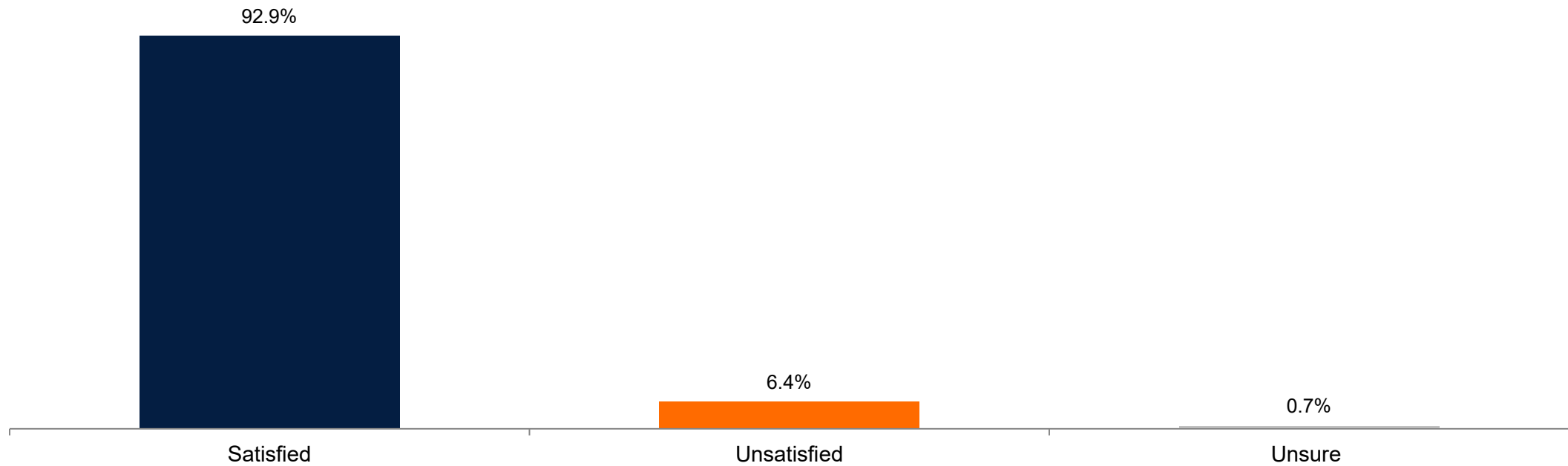


Probolsky Research is a Latina- and woman-owned market and opinion research firm with corporate, election, government, and non-profit clients.

\*Due to rounding, totals shown on charts may not add up to 100%

# 93% are satisfied with the services provided by GreenWaste Recovery

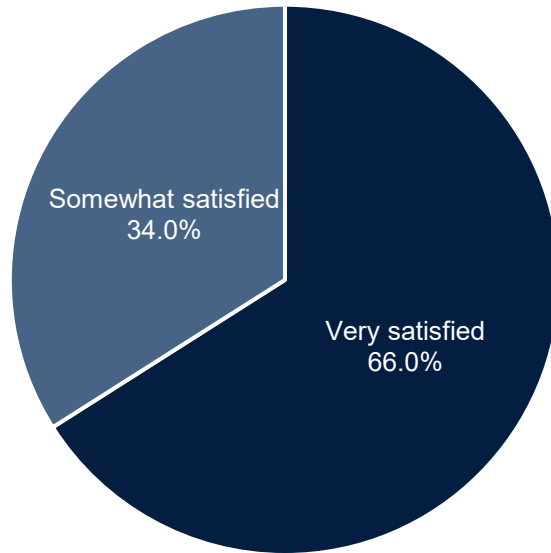
Question 3: In general, how satisfied are you with the services provided by GreenWaste Recovery including collecting and transporting garbage, recyclables, and organic material?



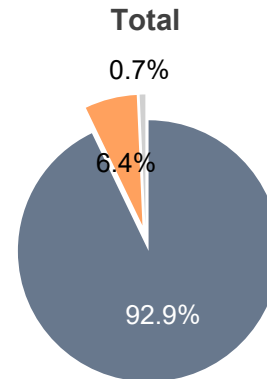
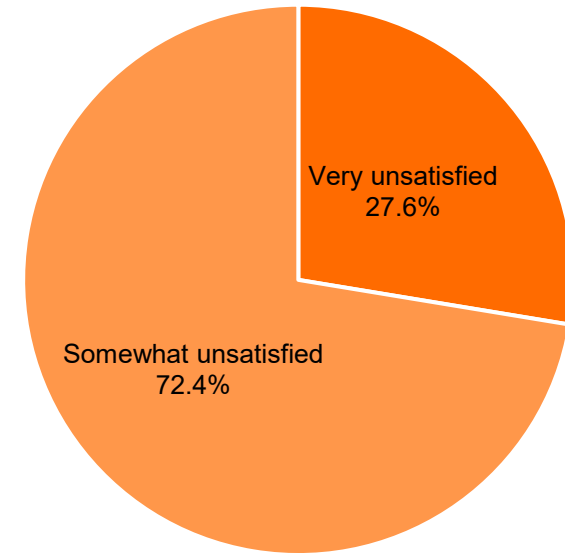
# Among those satisfied, 66% are very satisfied

Question 3: In general, how satisfied are you with the services provided by GreenWaste Recovery including collecting and transporting garbage, recyclables, and organic material?

Among those who said satisfied

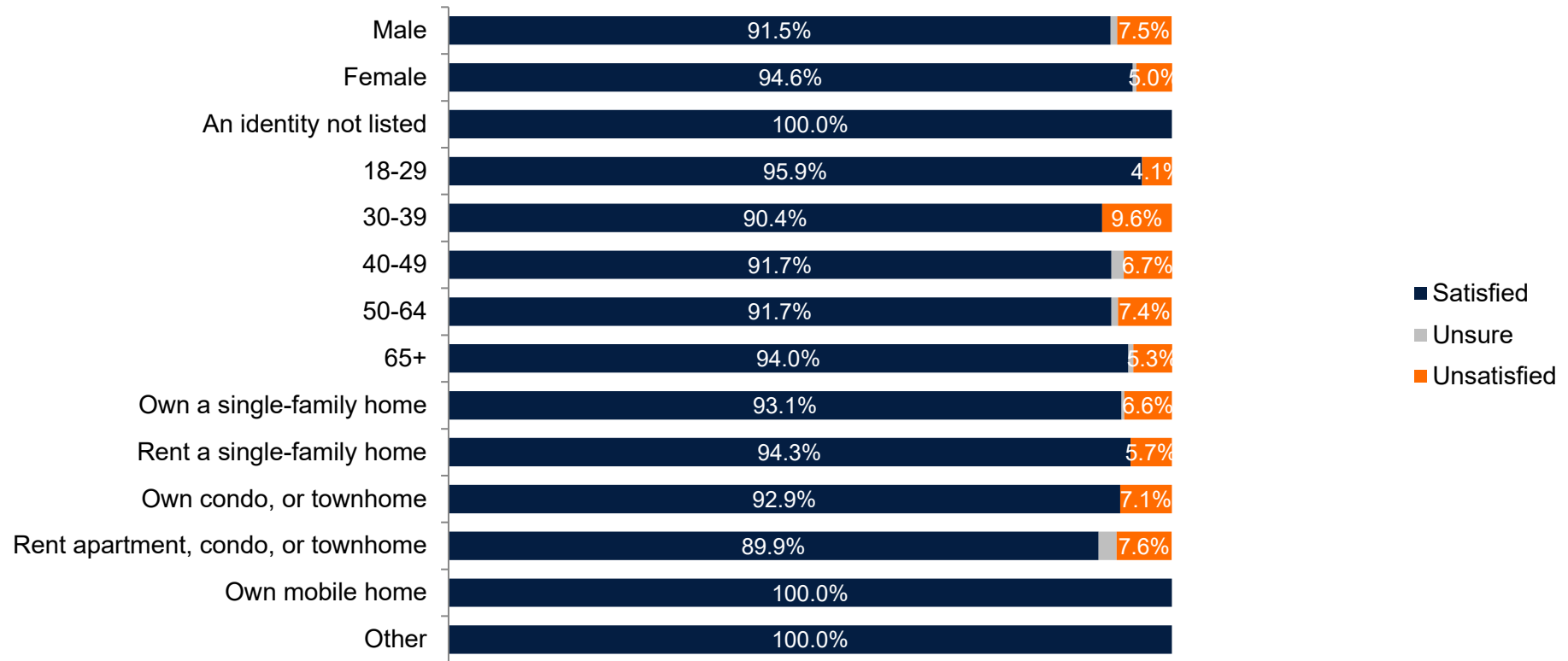


Among those who said unsatisfied



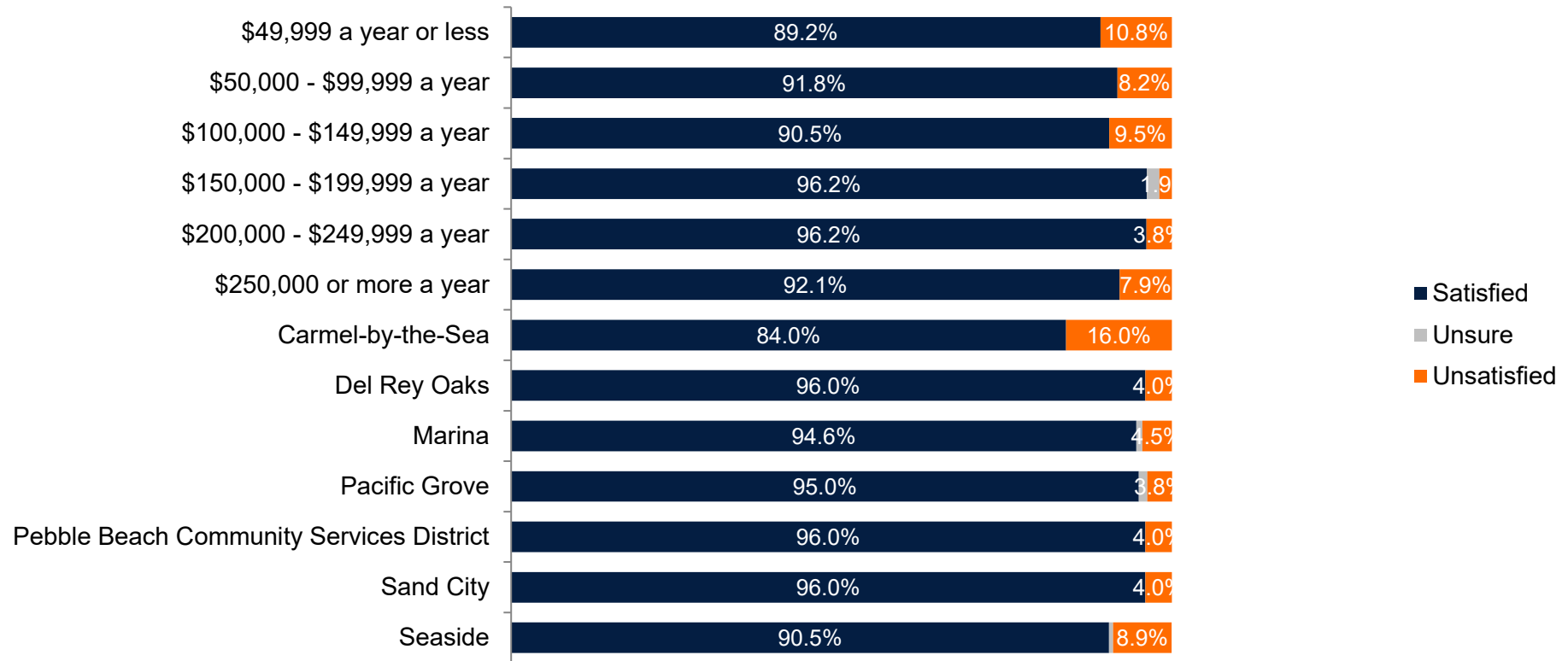
# Results by gender, age group, and home type

Question 3: In general, how satisfied are you with the services provided by GreenWaste Recovery including collecting and transporting garbage, recyclables, and organic material?



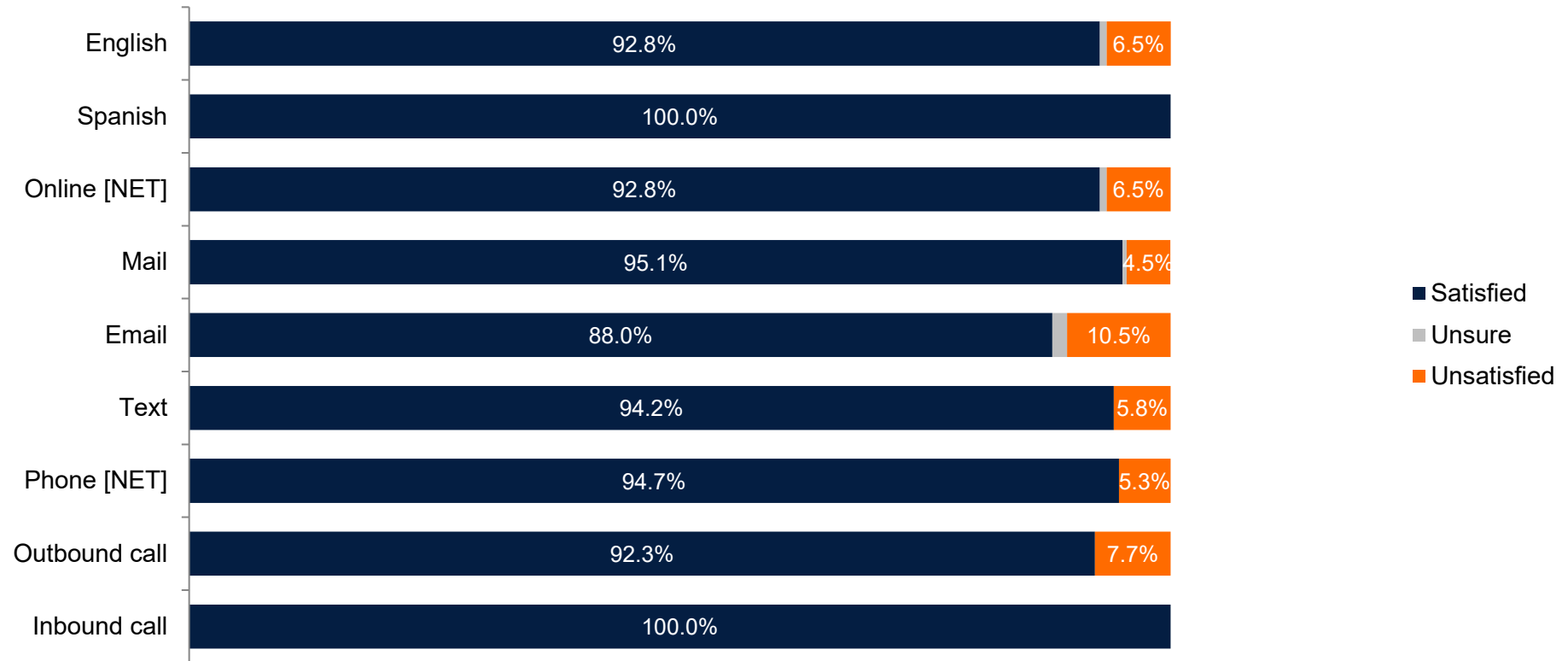
# Results by household income and Jurisdiction

Question 3: In general, how satisfied are you with the services provided by GreenWaste Recovery including collecting and transporting garbage, recyclables, and organic material?



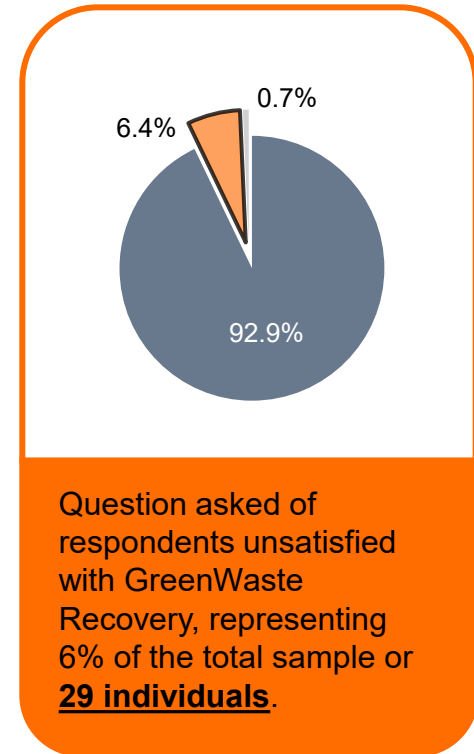
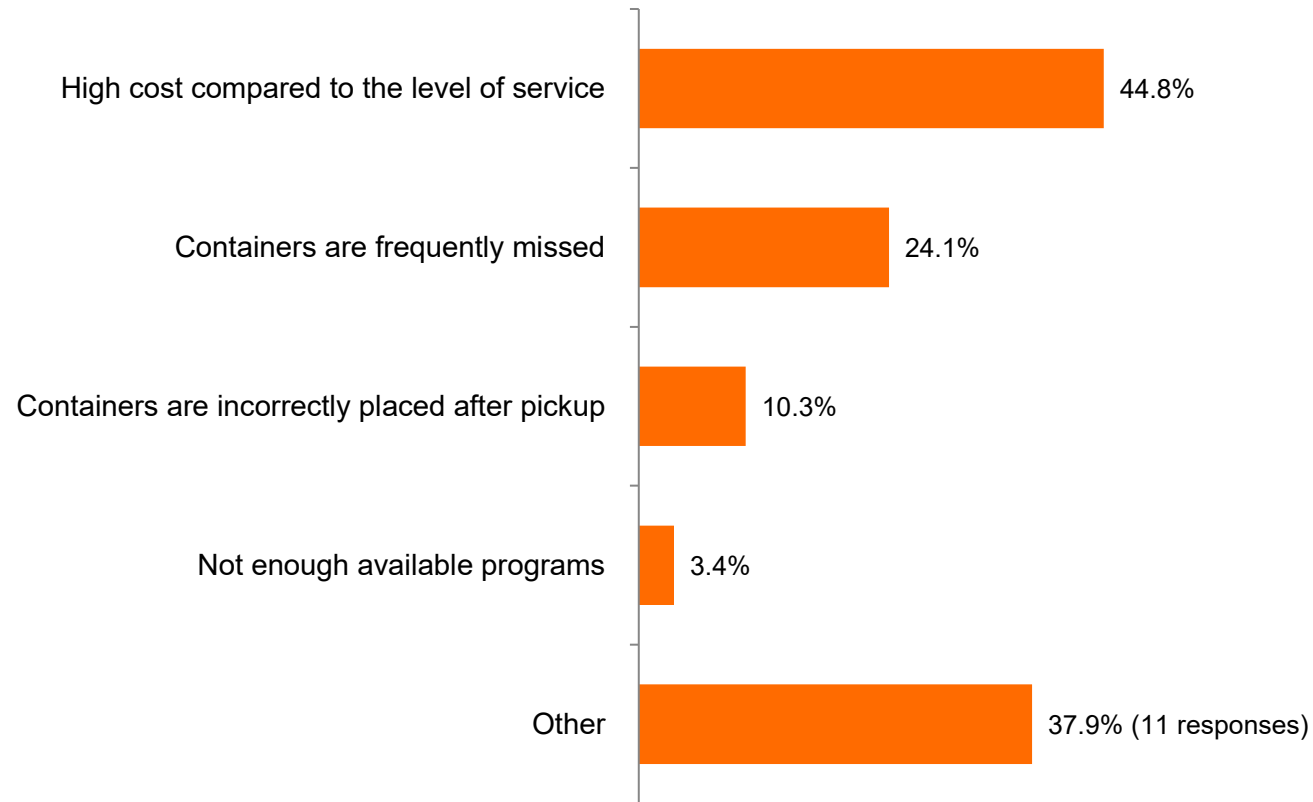
# Results by survey language and survey mode

Question 3: In general, how satisfied are you with the services provided by GreenWaste Recovery including collecting and transporting garbage, recyclables, and organic material?



# Among the 29 who are unsatisfied, high cost compared to the level of service is the main reason

Question 4: Why aren't you satisfied with the services provided by GreenWaste Recovery? Select all that apply.  
[IF ANSWERED UNSATISFIED TO Q3]



# Verbatim responses for other

Question 4: Why aren't you satisfied with the services provided by GreenWaste Recovery? Select all that apply.  
[IF ANSWERED UNSATISFIED TO Q3 (11 responses)]

## Other

Do not like compost in yard waste

They don't collect everything. I have to bring batteries to Home Depot. They wouldn't take my small Christmas tree. I had to pay someone to haul it away. The green waste bin is always full and is very toxic from food waste. I was told compostables are not compostable and you can't put food waste in compostable bags. There is mold growing in the bin

Containers are often not fully emptied

Would like to separate food waste, but like so many residences in PG, we don't have yards or enough yard waste to mix with food. Seems unsanitary to place in container for a week

Not letting us use compostable bags for indoor compost collection!

Green container would not allow any bags, compostable or otherwise.

There are not enough recycle bins at our apartment complex. Previous to living here we rented a duplex in Seaside. Although there was the occasional issue, whenever we contacted Greenwaste they were helpful and kind. Overall I like greenwaste, so not sure if the issue I have is with my landlord or greenwaste

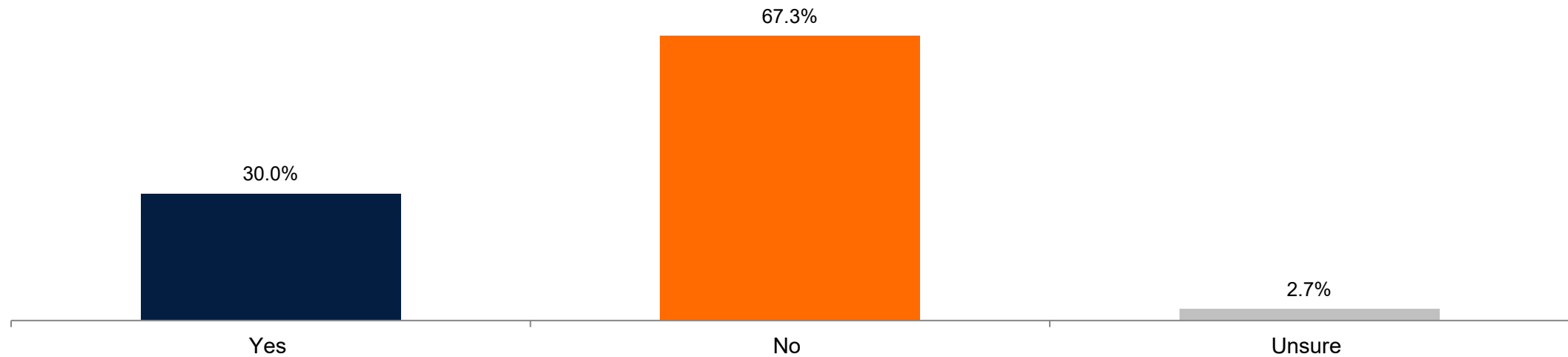
No containers for batteries and motor oil

Do not like putting organic waste from kitchen in yard waste, make bin stink and creates a fly problem

ive had to call them to pick my garbage up when the other neighbors garbage have been picked up, they also make amess when picking up garbage from our street t's because of the pick up schedule, they only collect after 5:30 PM.

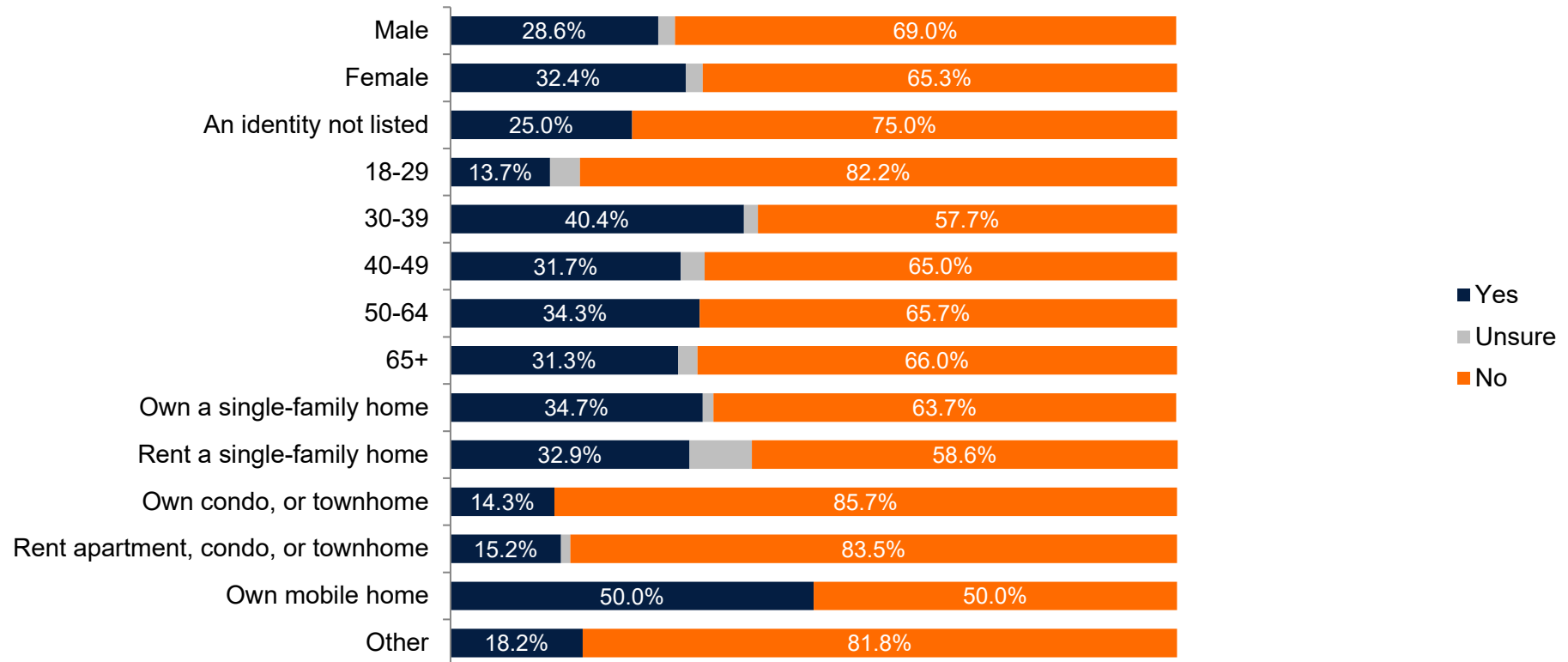
# 67% have not contacted GreenWaste Recovery within the past 12 months

Question 5: Have you contacted GreenWaste Recovery customer service in the past 12 months?



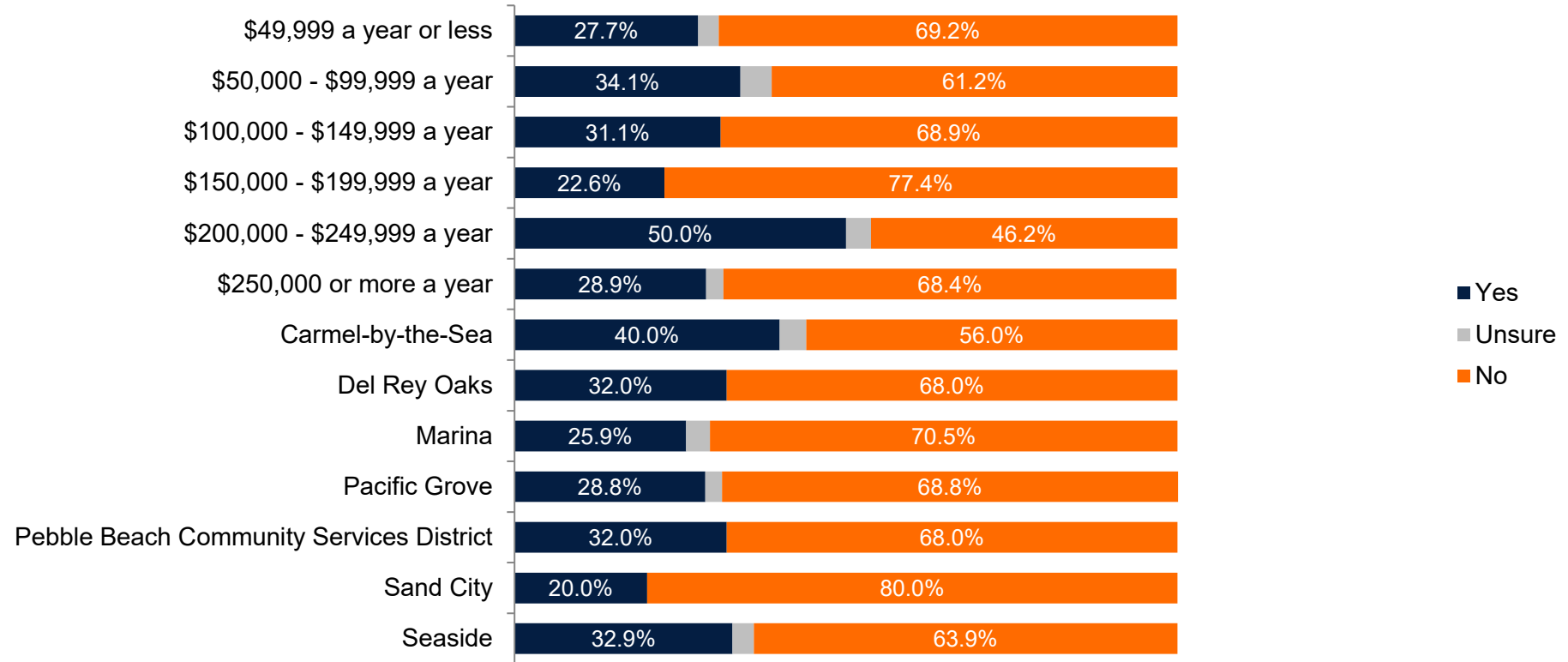
# Results by gender, age group, and home type

Question 5: Have you contacted GreenWaste Recovery customer service in the past 12 months?



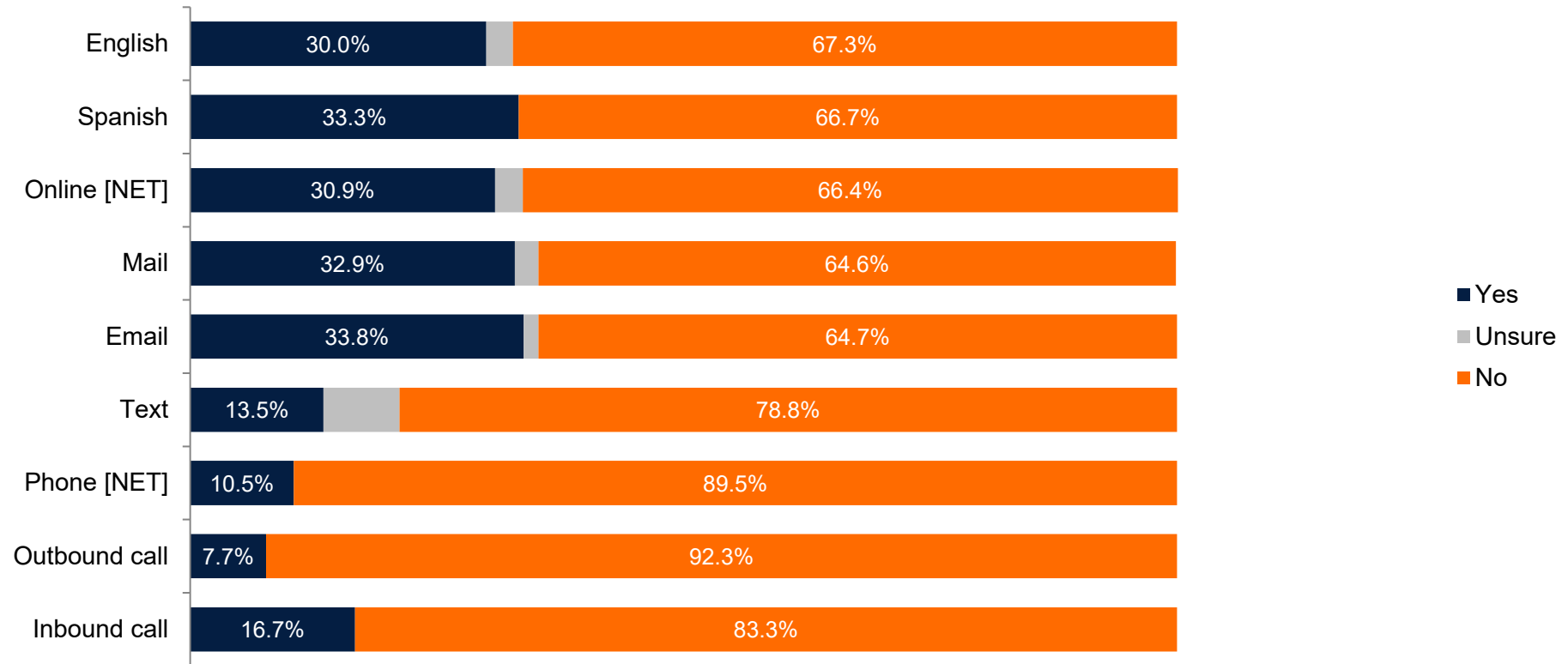
# Results by household income and Jurisdiction

Question 5: Have you contacted GreenWaste Recovery customer service in the past 12 months?



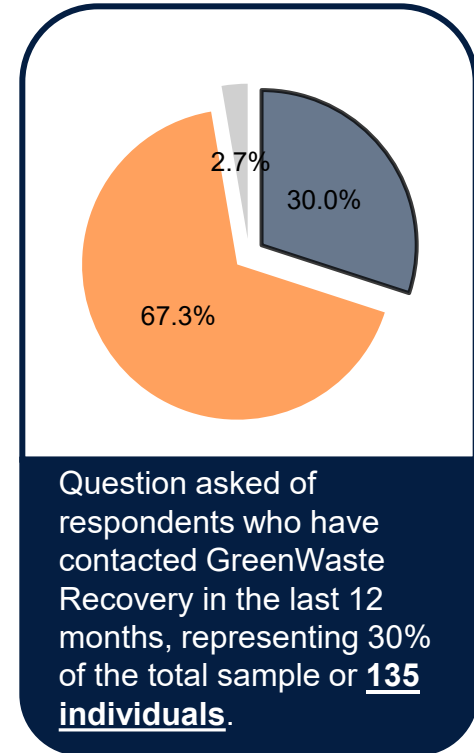
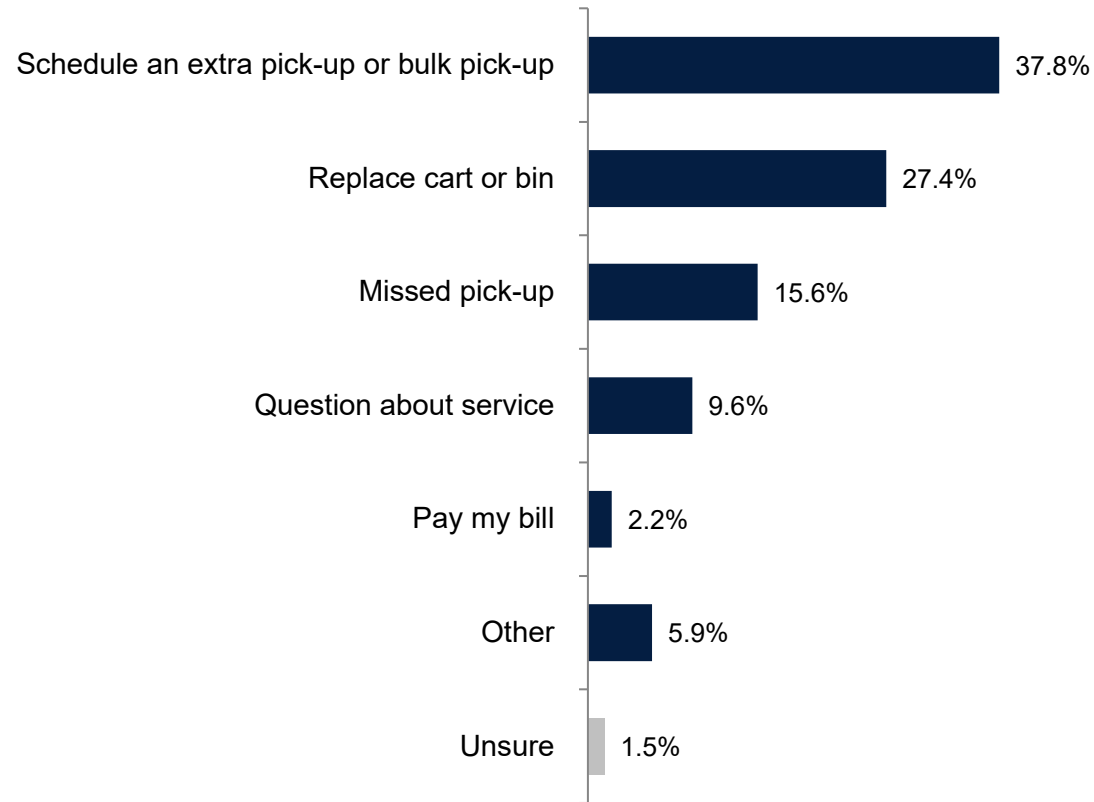
# Results by survey language and survey mode

Question 5: Have you contacted GreenWaste Recovery customer service in the past 12 months?



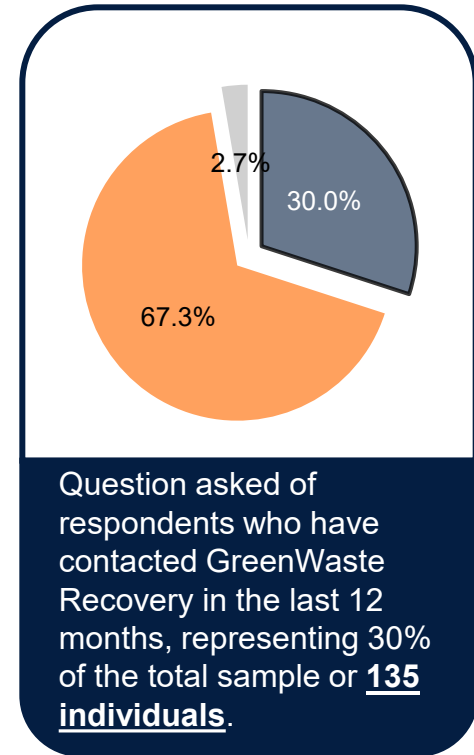
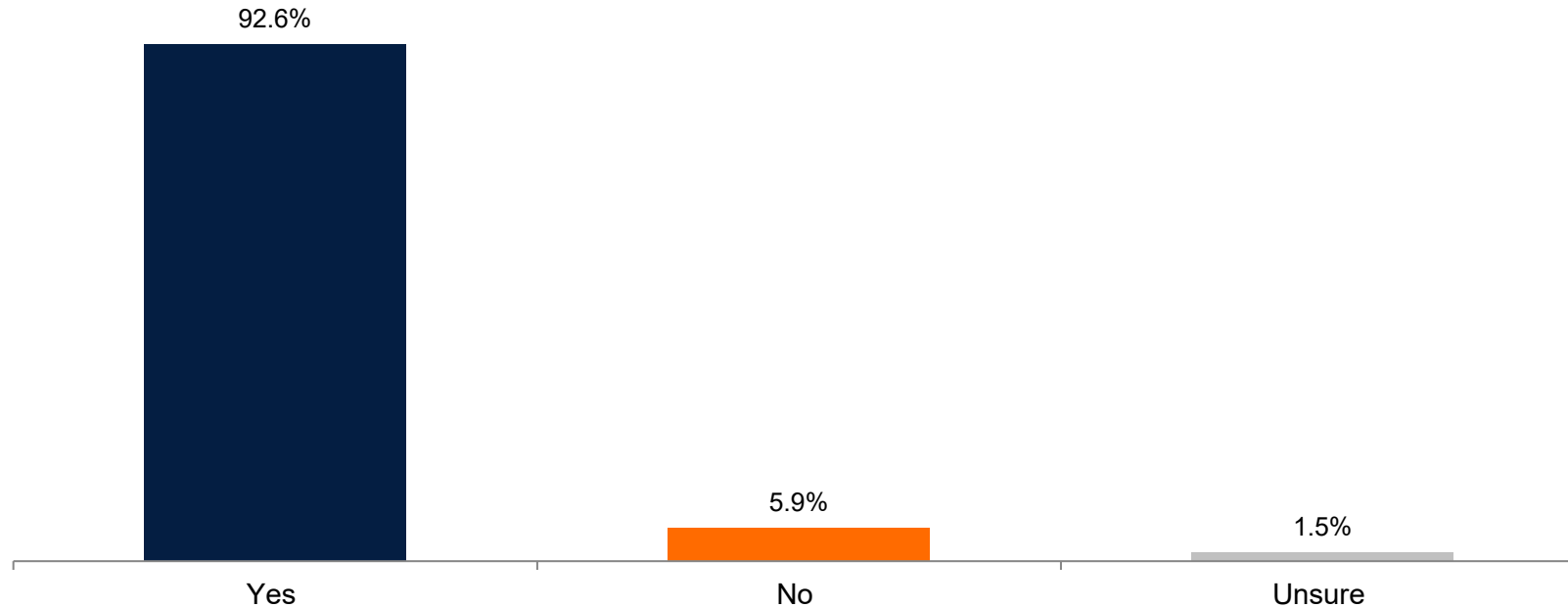
# Extra pick-ups and cart replacements are the top reasons residents contact GreenWaste

Question 6: What was the reason for your last call to GreenWaste Recovery customer service?  
[IF ANSWERED YES TO Q5]



# 93% report their issue was resolved during their first contact with GreenWaste

Question 7: Was your concern resolved with the first call or contact to GreenWaste Recovery customer service?  
[IF ANSWERED YES TO Q5]

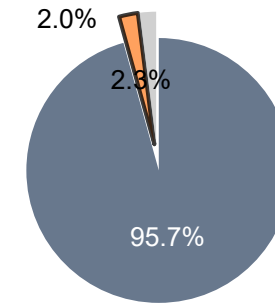
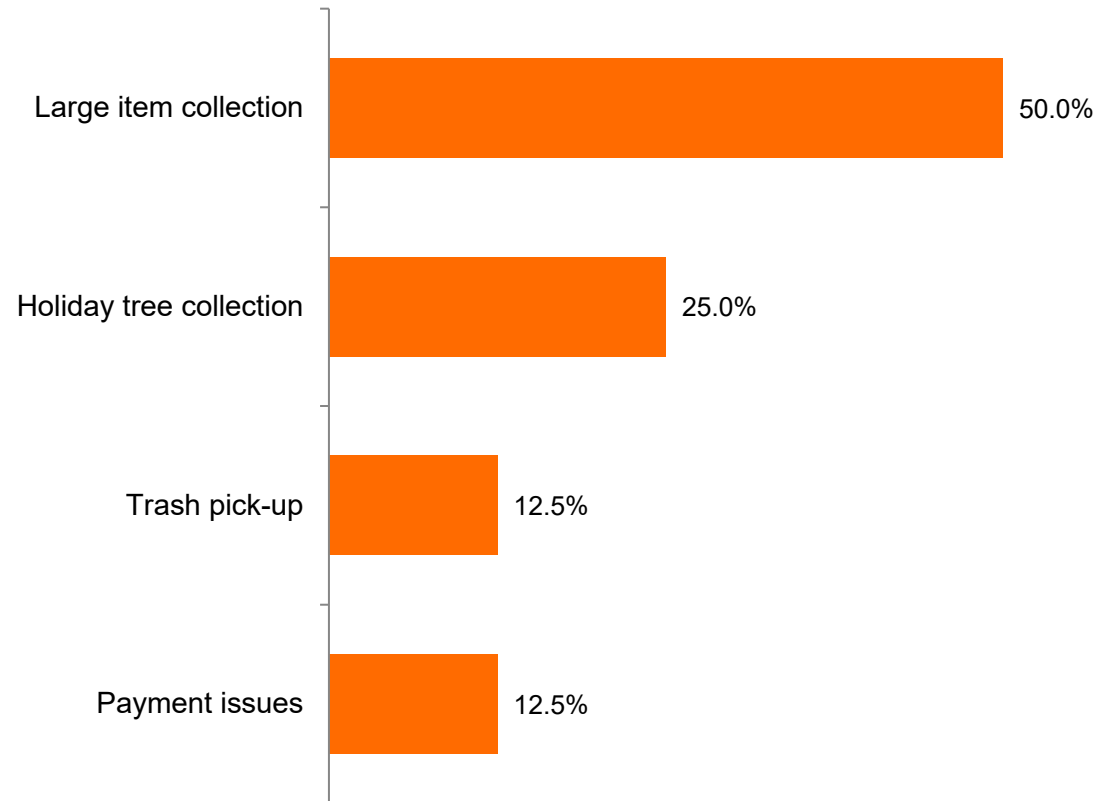


# Among unresolved cases (8), large item collection is the most frequently mentioned issue

Question 8: What was not resolved in your first call or contact with GreenWaste Recovery?

[IF ANSWERED NO TO Q7]

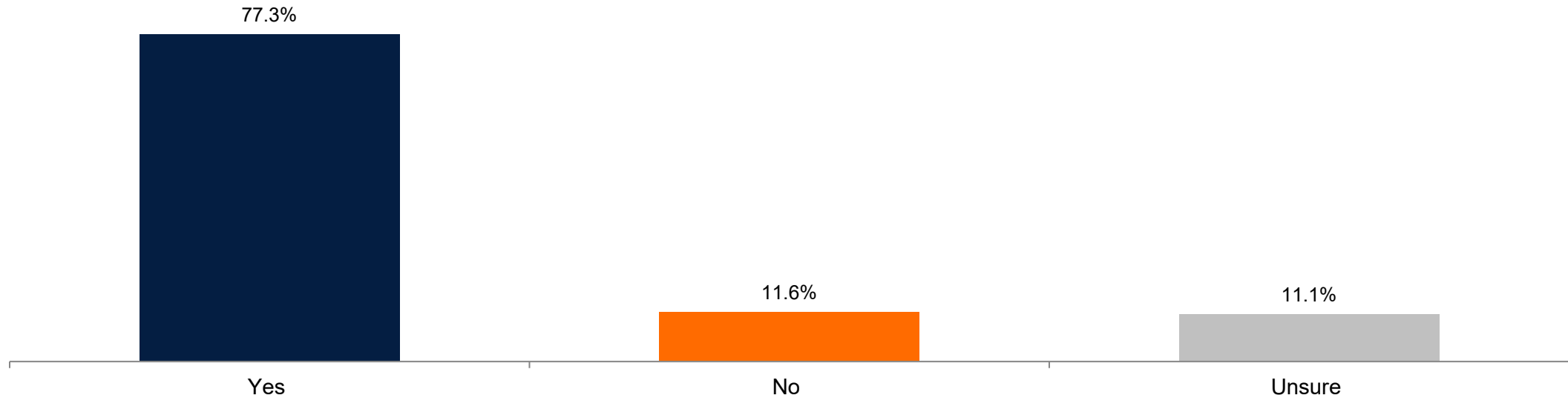
[OPEN-ENDED QUESTION]



Question asked of respondents who didn't have their issue resolved in the first call, representing 2% of the total sample or **8 individuals**.

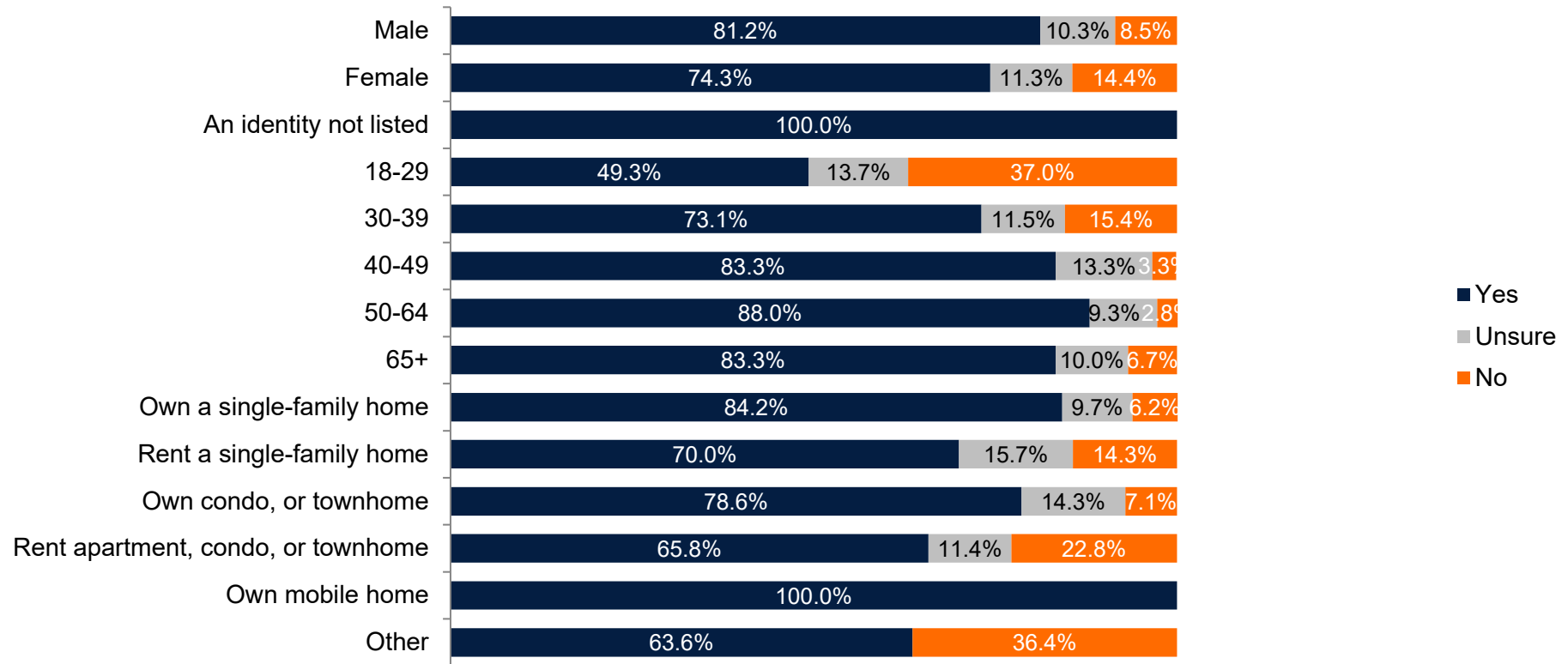
# 77% remember receiving information or educational material from GreenWaste

Question 9: Have you received any information or educational material about garbage, recycling, or organics from GreenWaste Recovery?



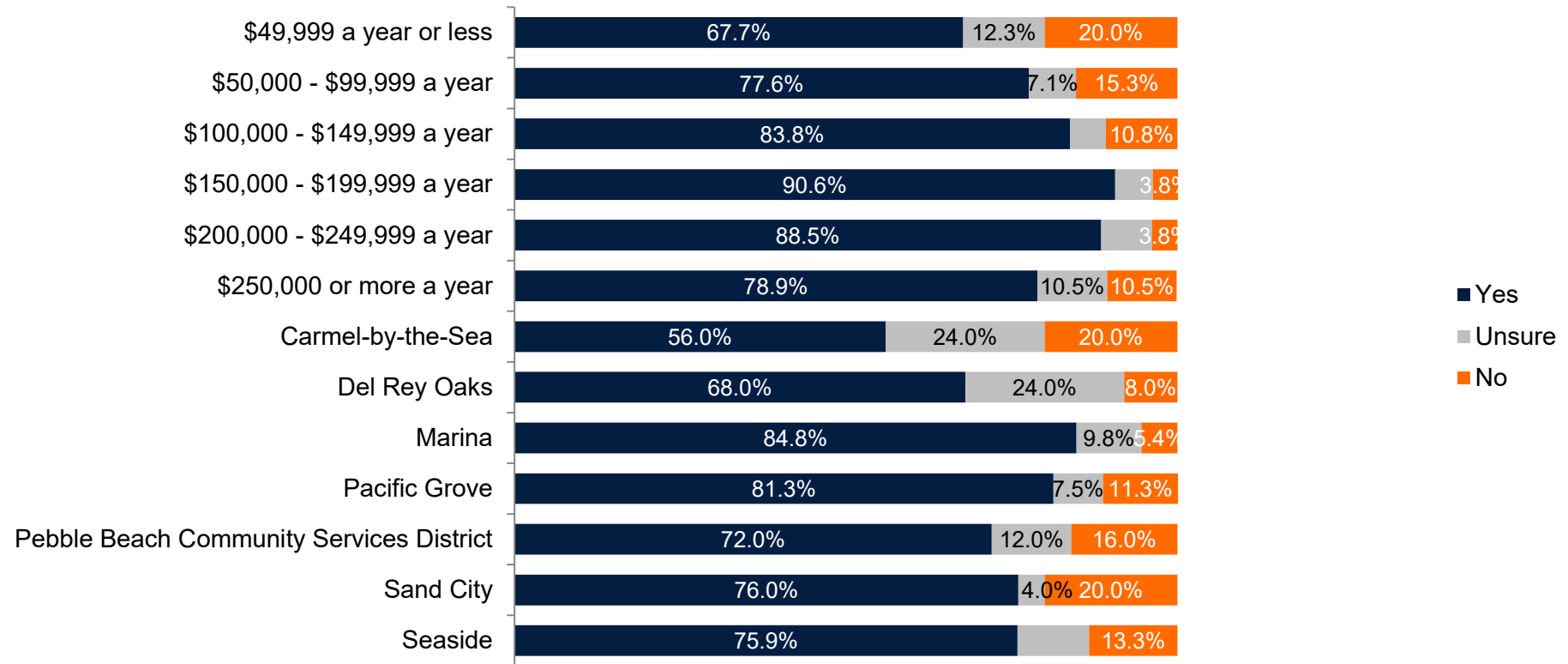
# Results by gender, age group, and home type

Question 9: Have you received any information or educational material about garbage, recycling, or organics from GreenWaste Recovery?



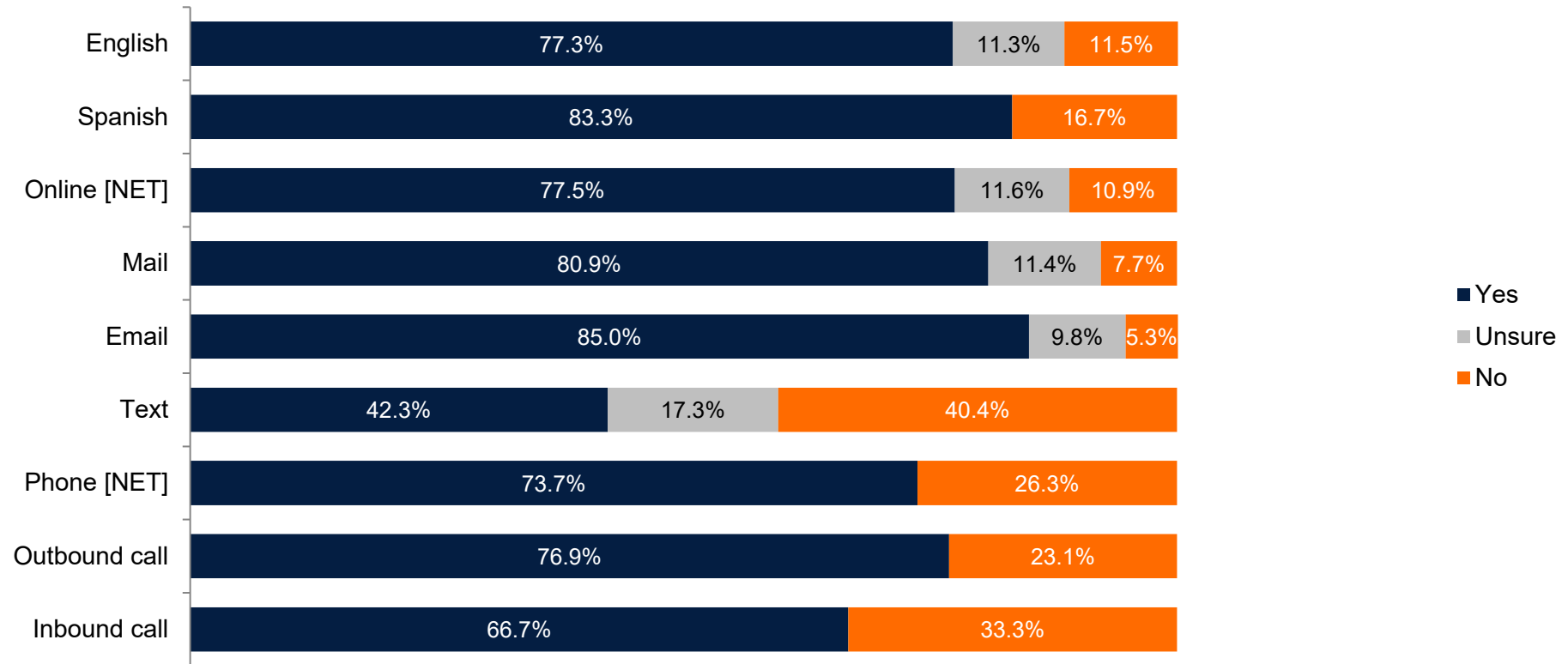
# Results by household income and Jurisdiction

Question 9: Have you received any information or educational material about garbage, recycling, or organics from GreenWaste Recovery?



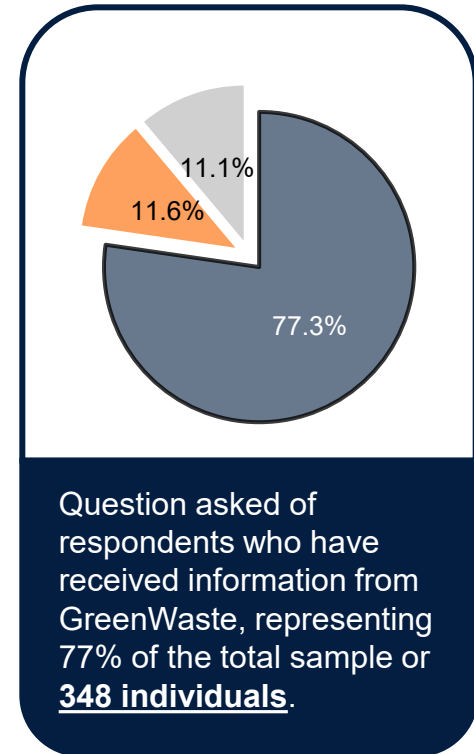
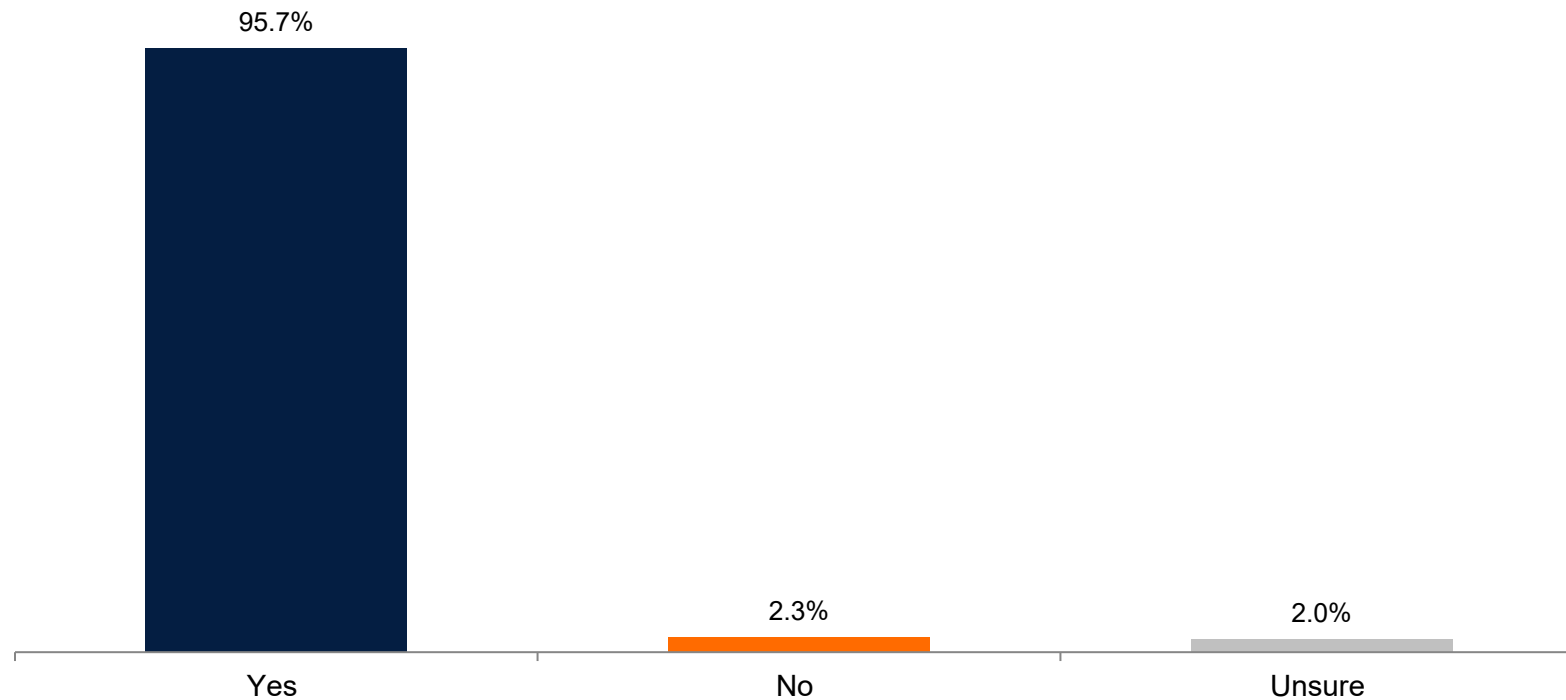
# Results by survey language and survey mode

Question 9: Have you received any information or educational material about garbage, recycling, or organics from GreenWaste Recovery?



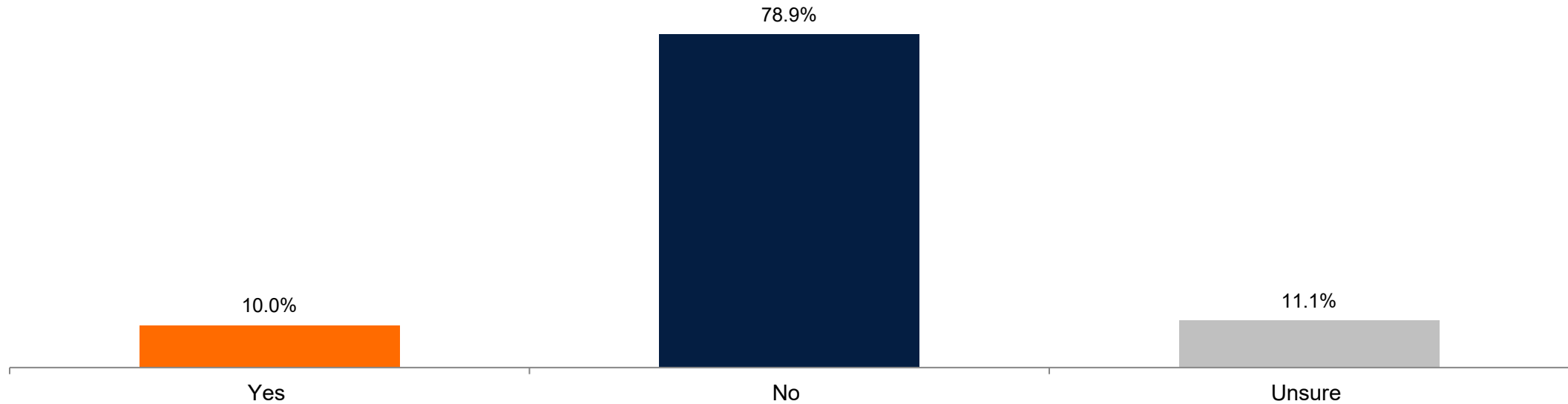
# 96% say the information was clear, educational, and easy to understand

Question 10: Was the information about garbage, recycling, or organics from GreenWaste Recovery clear, educational, and easy to understand?  
[IF ANSWERED YES TO Q9]



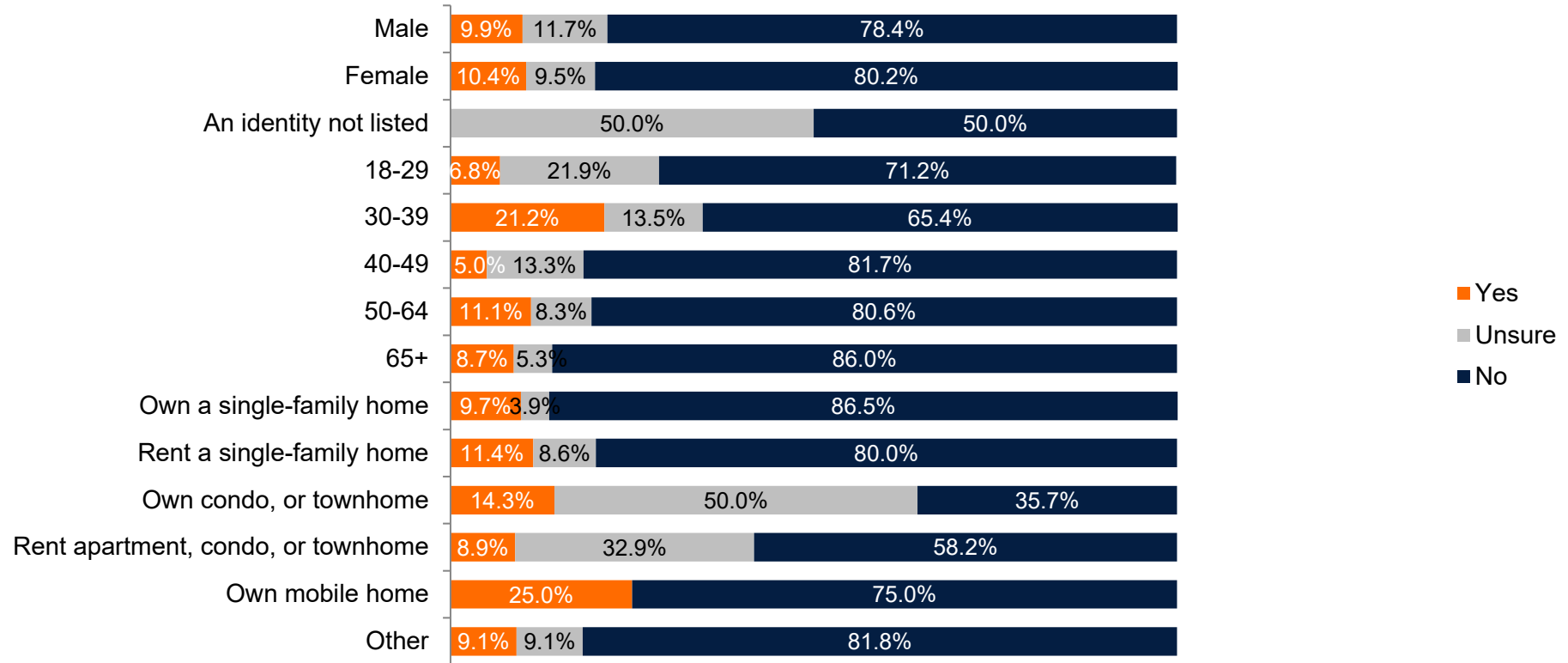
# 79% have had their carts emptied on their regularly scheduled collection day every time during the past 12 months

Question 11: Excluding holidays where service is delayed by one day, during the past 12 months, was there a time when GreenWaste Recovery did not empty any of your containers on your regularly scheduled collection day?



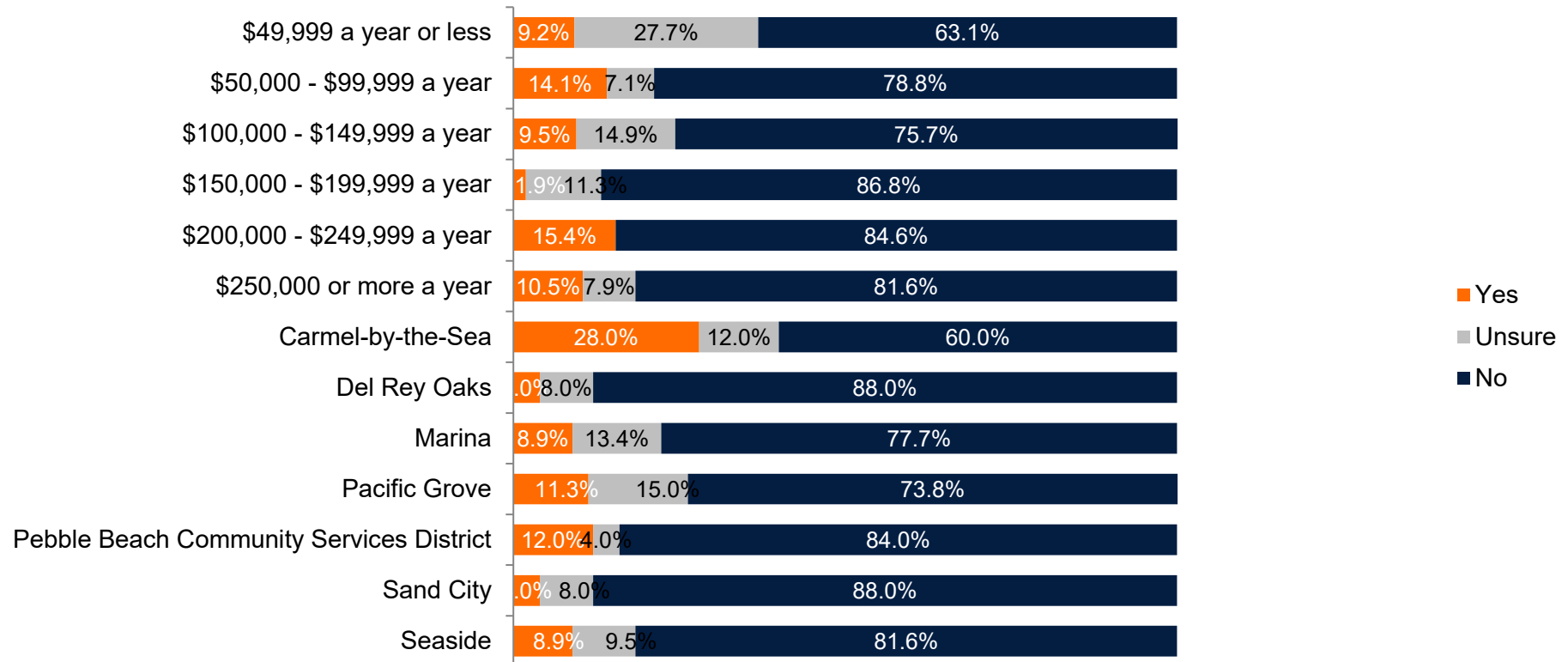
# Results by gender, age group, and home type

Question 11: Excluding holidays where service is delayed by one day, during the past 12 months, was there a time when GreenWaste Recovery did not empty any of your containers on your regularly scheduled collection day?



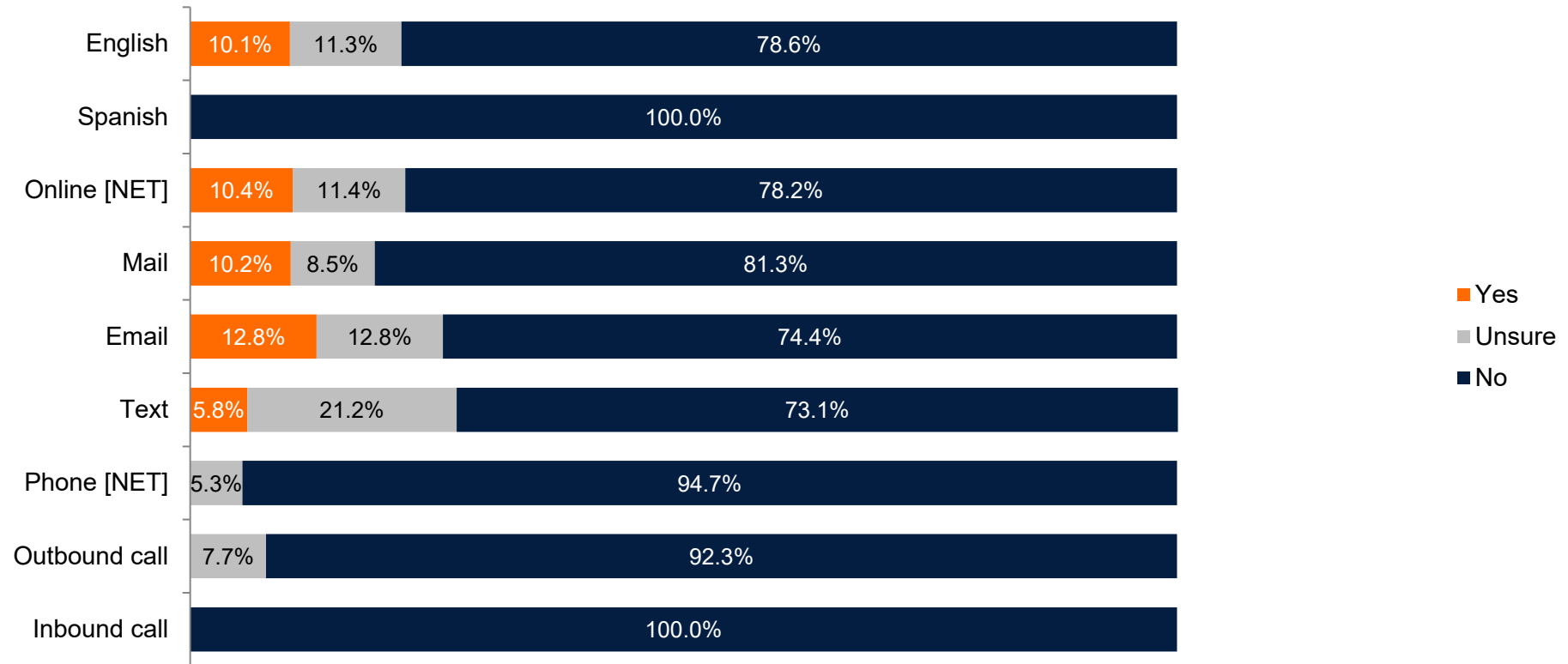
# Results by household income and Jurisdiction

Question 11: Excluding holidays where service is delayed by one day, during the past 12 months, was there a time when GreenWaste Recovery did not empty any of your containers on your regularly scheduled collection day?



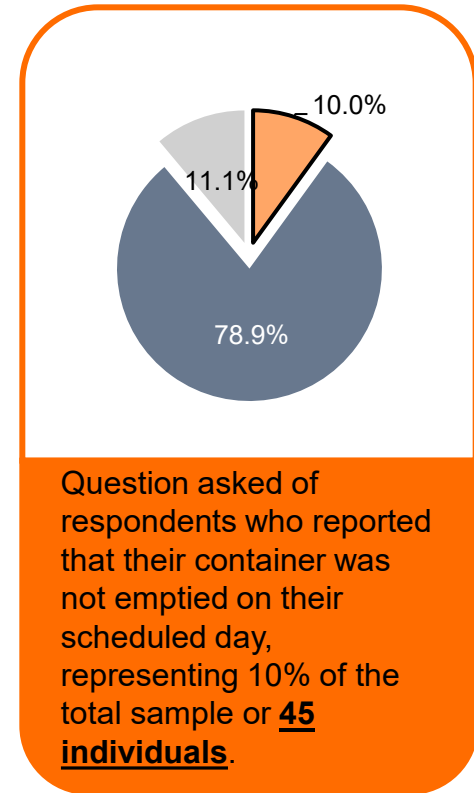
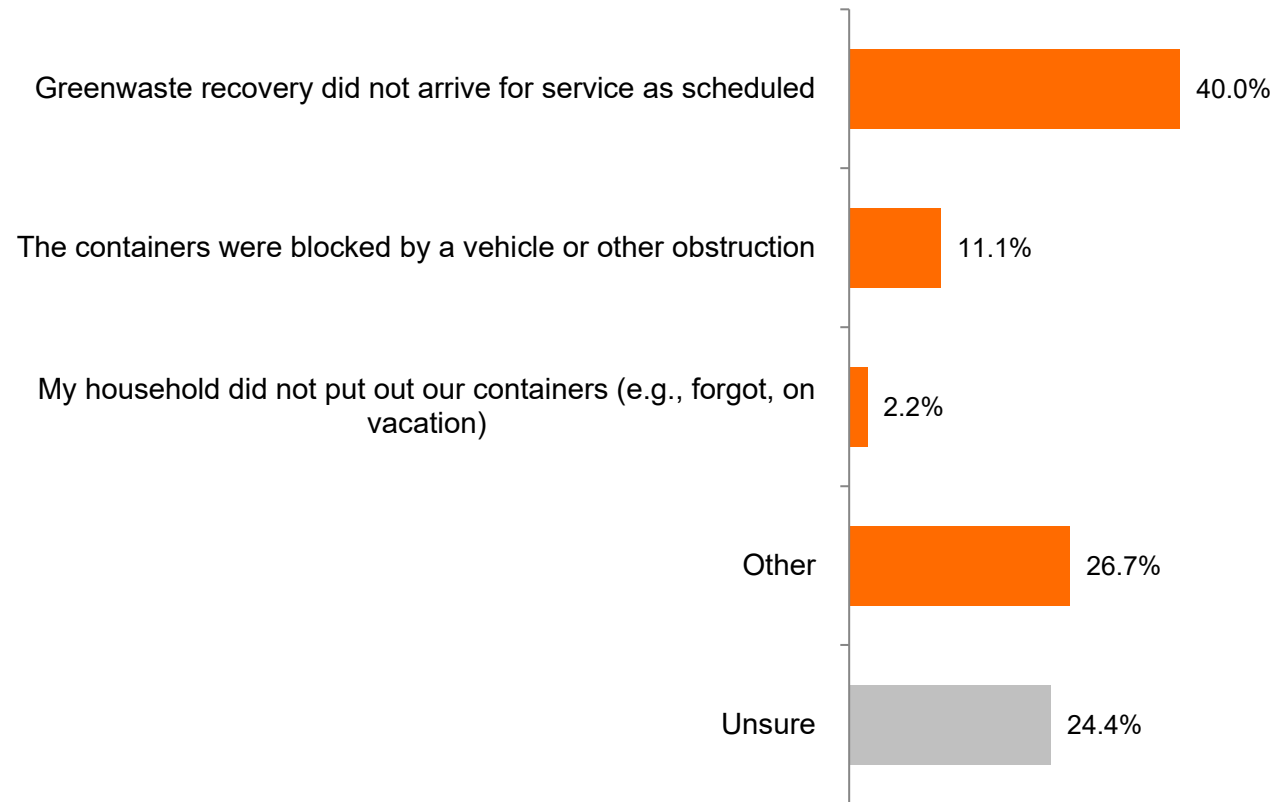
# Results by survey language and survey mode

Question 11: Excluding holidays where service is delayed by one day, during the past 12 months, was there a time when GreenWaste Recovery did not empty any of your containers on your regularly scheduled collection day?



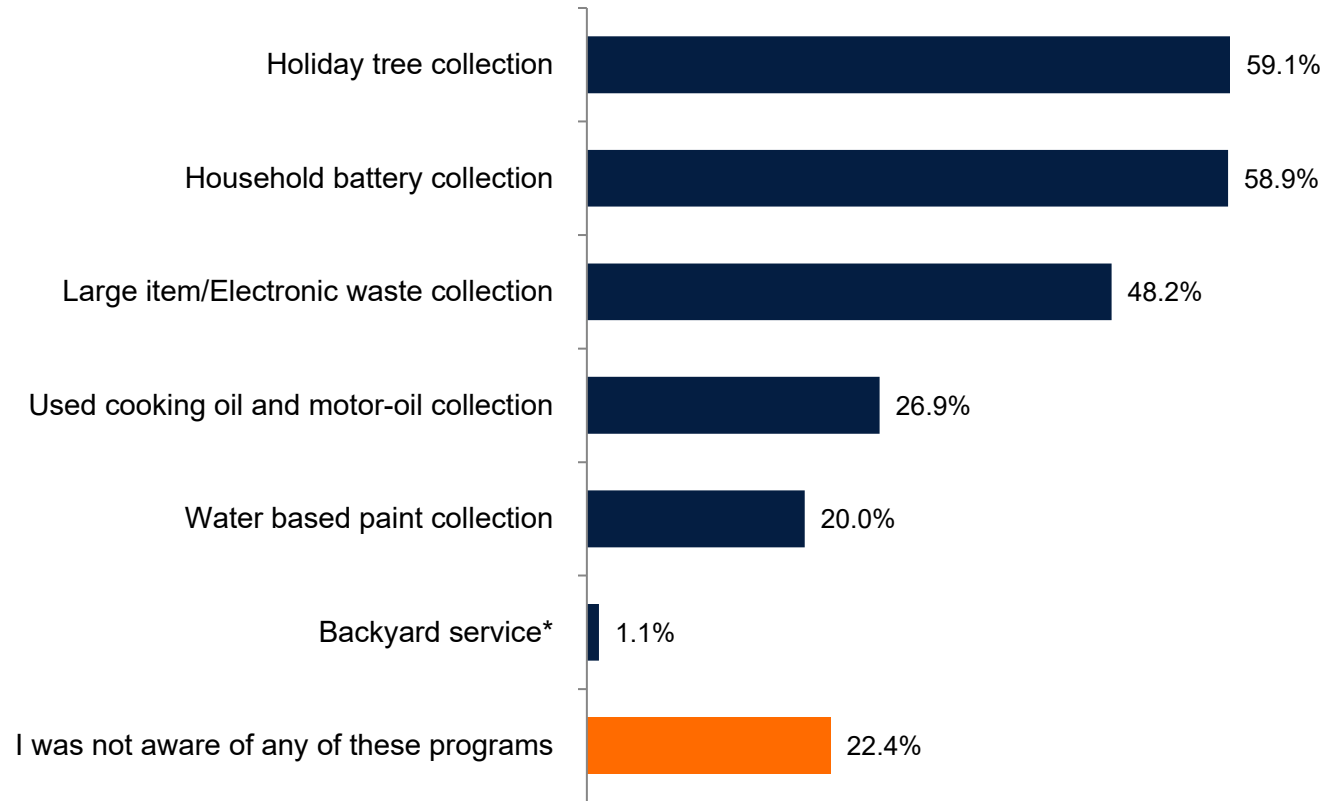
# Among missed collections, the top reason reported is service not arriving as scheduled

Question 12: What was the reason your containers were not emptied by GreenWaste Recovery on their scheduled collection day? Select all that apply.  
[IF ANSWERED YES TO Q11]



# Holiday tree and battery collection are the most recognized programs

Question 13: GreenWaste Recovery offers a variety of programs to customers. Prior to taking this survey, which services were you aware of? Select all that apply.

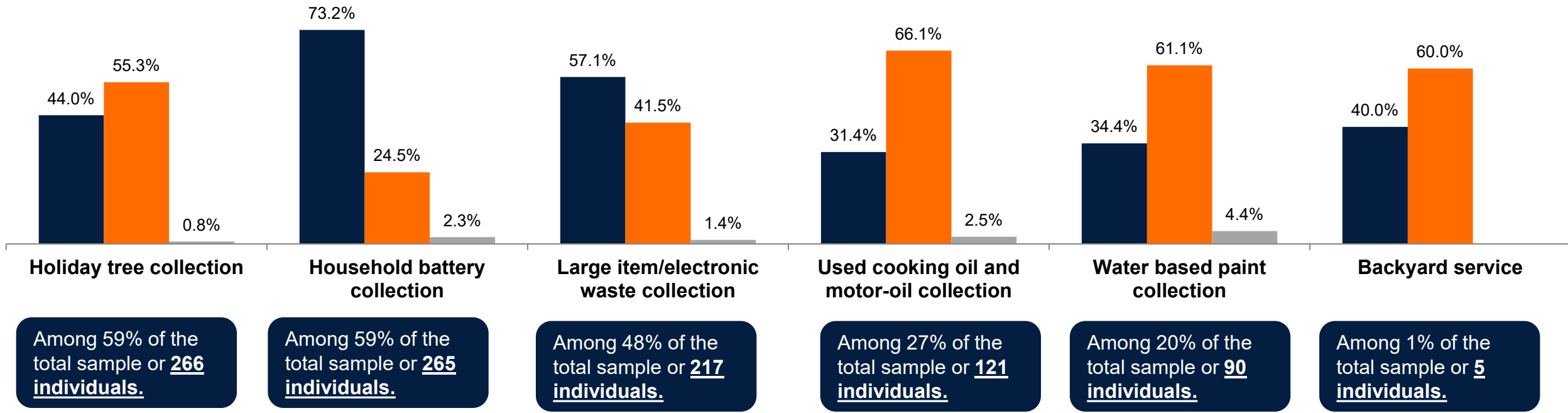


\*Only included in Pacific Grove and PBCSD.

# Program utilization

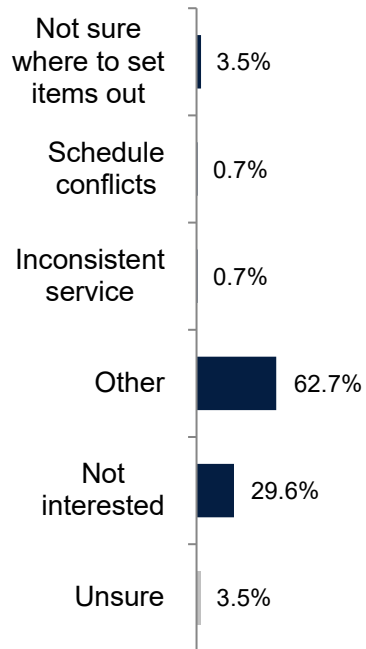
Question 14: Has your household ever utilized \_\_\_\_\_?  
[PROGRAMS SELECTED IN Q13]

■ Yes    ■ No    ■ Unsure



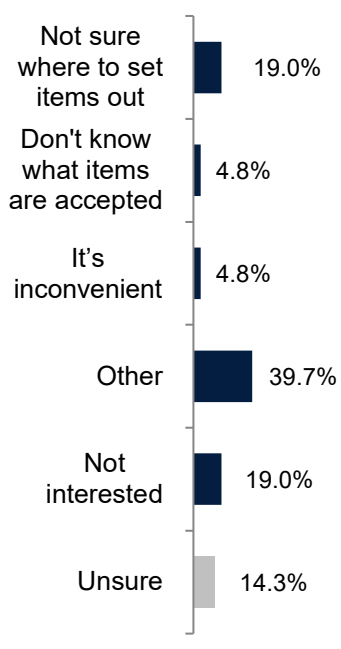
# Program utilization barriers

Question 15: What prevents your household from participating in \_\_\_\_\_?  
 [PROGRAMS SELECTED IN Q13]  
 [IF ANSWERED NO TO Q14]



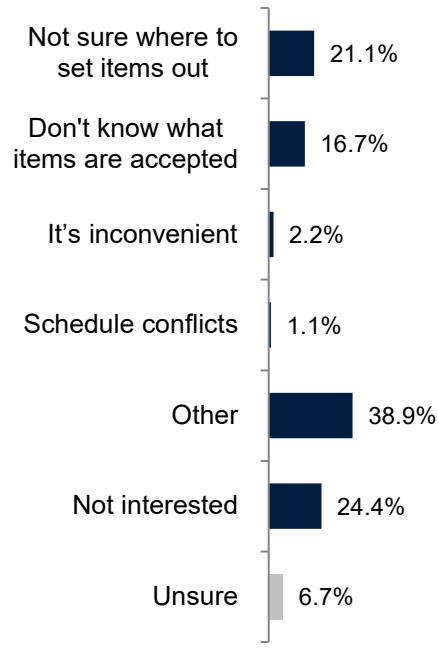
**Holiday tree collection**

Among 32% of the total sample or **142 individuals.**



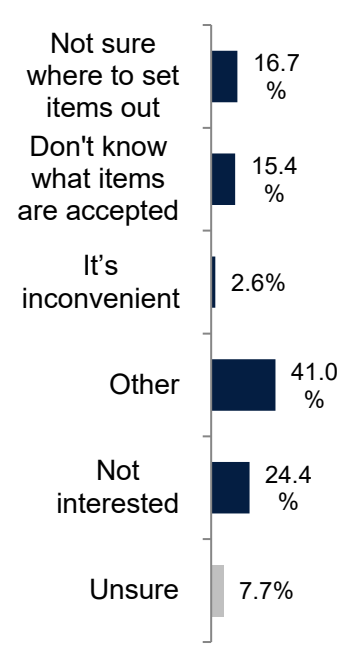
**Household battery collection**

Among 14% of the total sample or **63 individuals.**



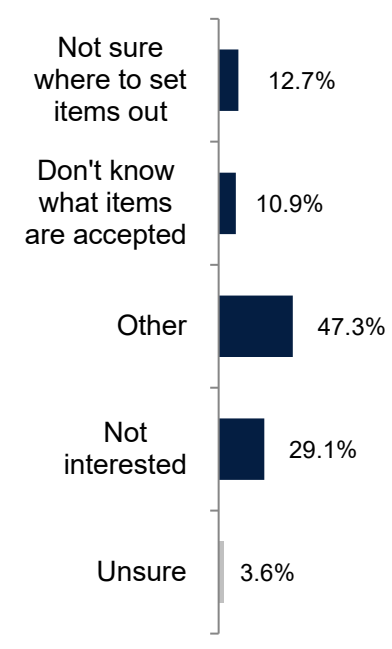
**Large item/electronic waste collection**

Among 20% of the total sample or **90 individuals.**



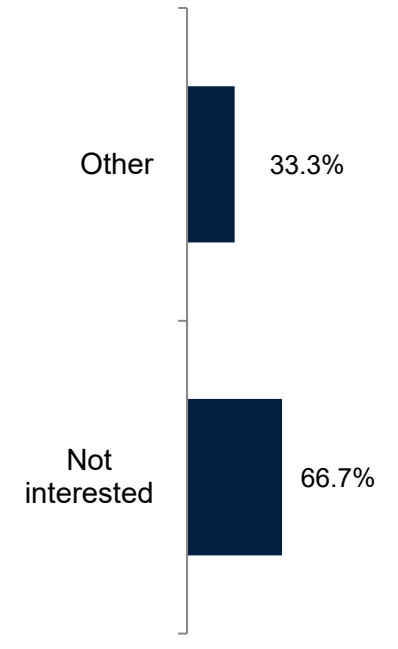
**Used cooking oil and motor-oil collection**

Among 17% of the total sample or **78 individuals.**



**Water based paint collection**

Among 12% of the total sample or **55 individuals.**



**Backyard service**

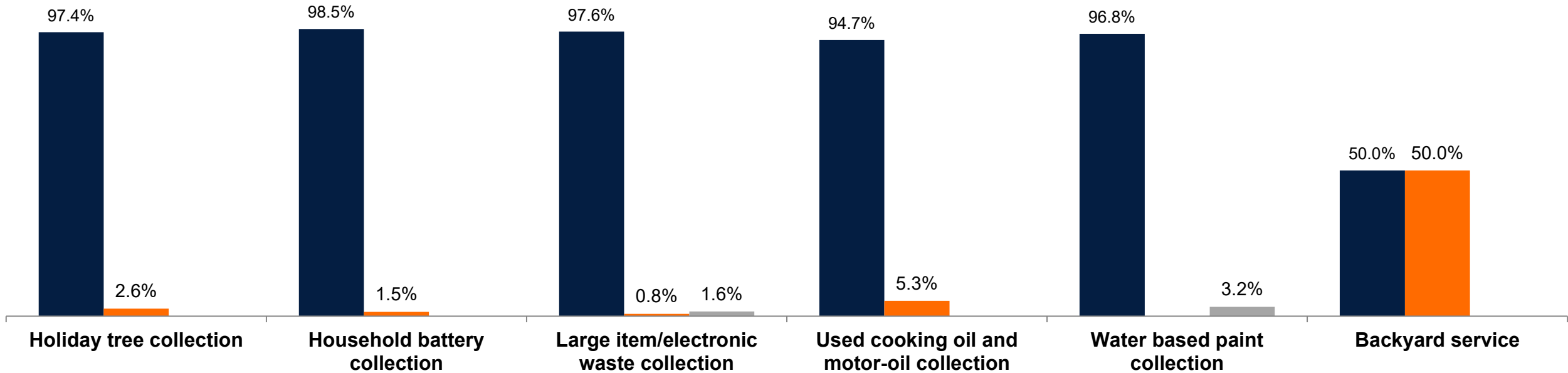
Among 1% of the total sample or **3 individuals.**



# Program satisfaction

Question 16: Were you satisfied or dissatisfied with \_\_\_\_\_?  
 [PROGRAMS SELECTED IN Q13]  
 [IF ANSWERED YES TO Q14]

■ Satisfied ■ Dissatisfied ■ Unsure



Among 26% of the total sample or 117 individuals.

Among 43% of the total sample or 194 individuals.

Among 28% of the total sample or 124 individuals.

Among 8% of the total sample or 38 individuals.

Among 7% of the total sample or 31 individuals.

Among <1% of the total sample or 2 individuals.



# Reasons for dissatisfaction

Question 16: Why are you dissatisfied with \_\_\_\_\_?  
[PROGRAMS SELECTED IN Q13]  
[IF ANSWERED DISSATISDIED TO Q15]

## Holiday tree collection

Too short

The dates that were given to remove the tree was not accurate or they just didnt p/u my tree?

They didn't pick up our tree this year or last year.

## Household battery collection

I FOUND THE BAGGED BATTERIES ON THE STREET AFTER THE TRUCK LEFT.

We can't put button-cell batteries with regular alkaline batteries on top of our recycling bin. I've been told that we have to take them to the recycling station.

Don't like having to use a plastic baggie

## Large item/electronic waste collection

They didn't pick up the items.

## Used cooking oil and motor-oil collection

Do not always receive a replacement oil filter bag for the one I put out.

they used to leave a container: SWAP OUT. No, I have to call and container seems to always be oily on the outside

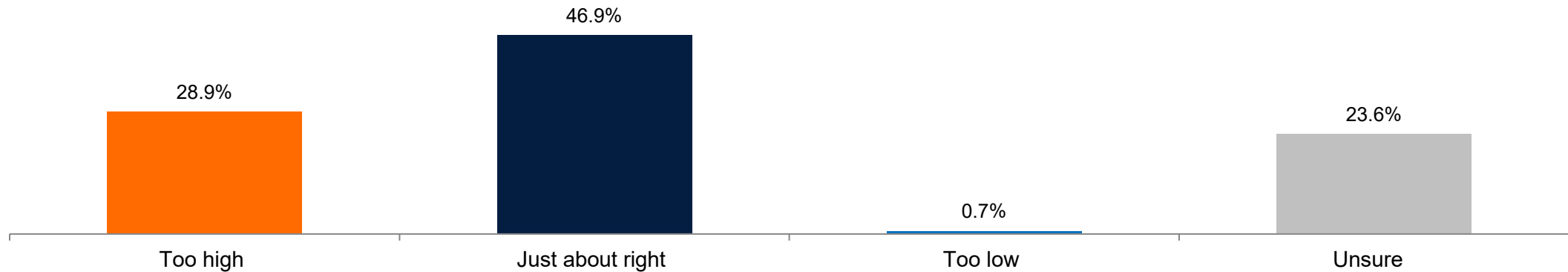
## Backyard service

There were many occasions when the truck broke many tree and bush branches on their way up the driveway. They also broke the raised asphalt were we park our car at the top of the driveway. The company did eventually repair it but took almost a year to do so. The truck also did cause erosion of the asphalt driveway although we do realize that this was not the fault of the driver but rather the weight of the truck itself.



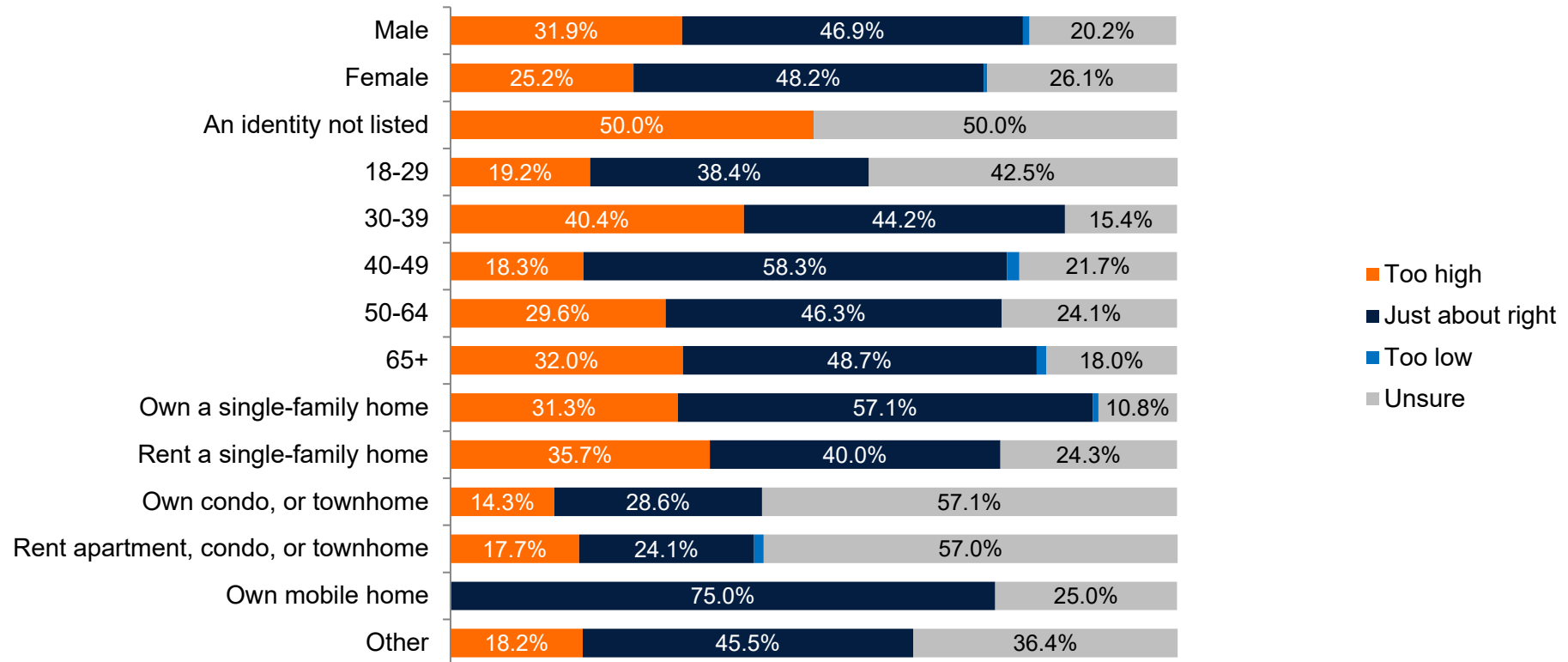
# 47% think their garbage and recycling bill is just about right

Question 18: Thinking about your quarterly garbage and recycling bill, would you say the amount you pay is:



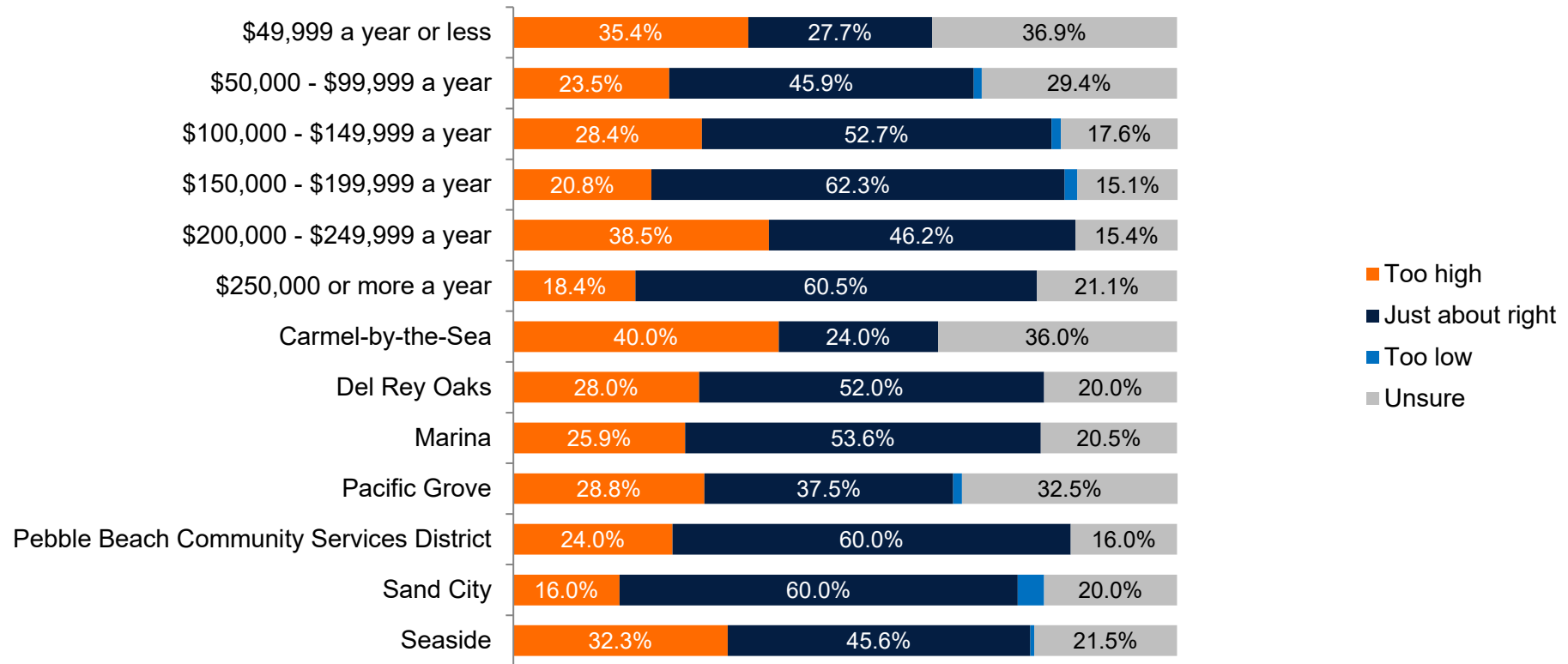
# Results by gender, age group, and home type

Question 18: Thinking about your quarterly garbage and recycling bill, would you say the amount you pay is:



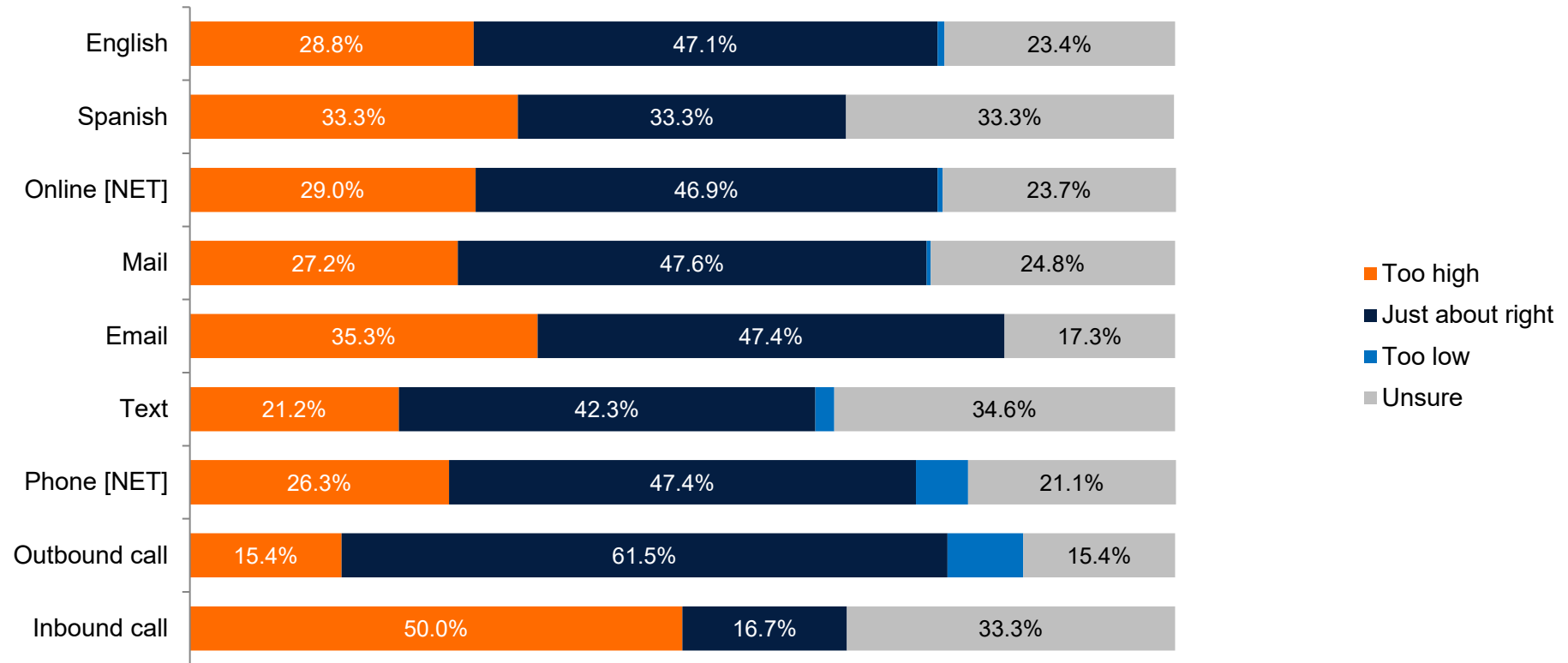
# Results by household income and Jurisdiction

Question 18: Thinking about your quarterly garbage and recycling bill, would you say the amount you pay is:



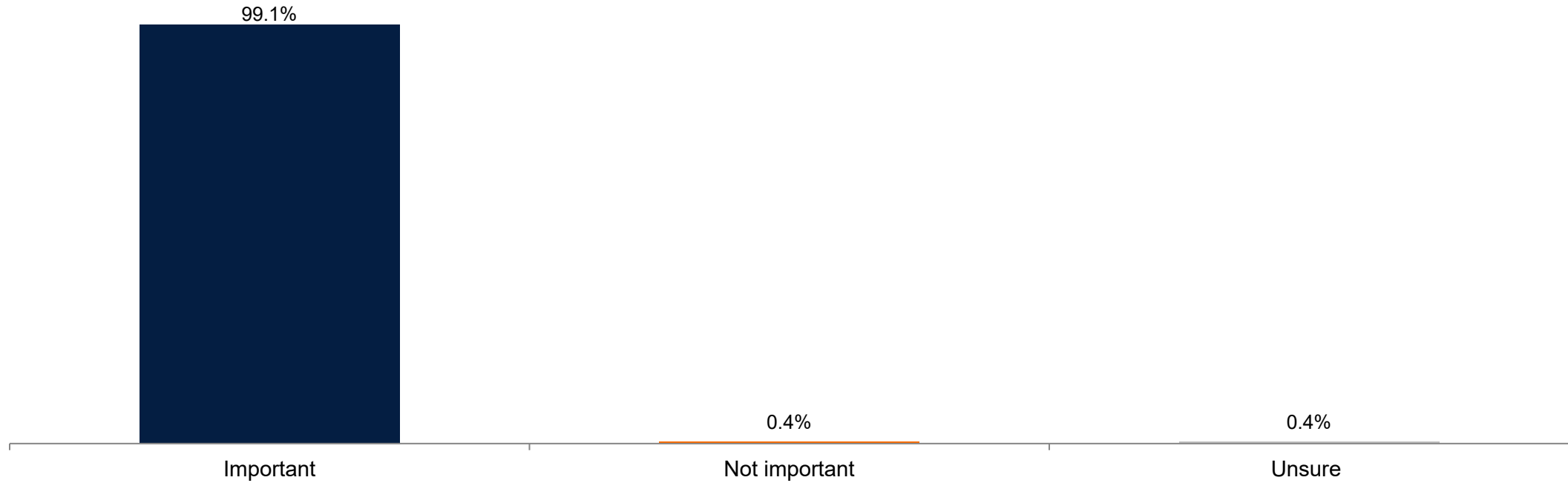
# Results by survey language and survey mode

Question 18: Thinking about your quarterly garbage and recycling bill, would you say the amount you pay is:



# 99% say affordability is important

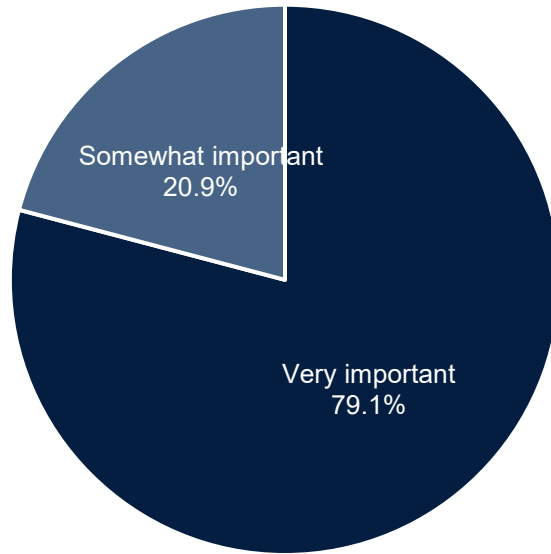
Question 19: How important are each of the following community values when thinking about your garbage and recycling services? **Affordability**



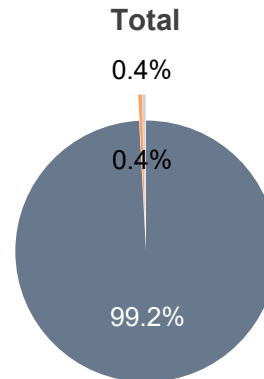
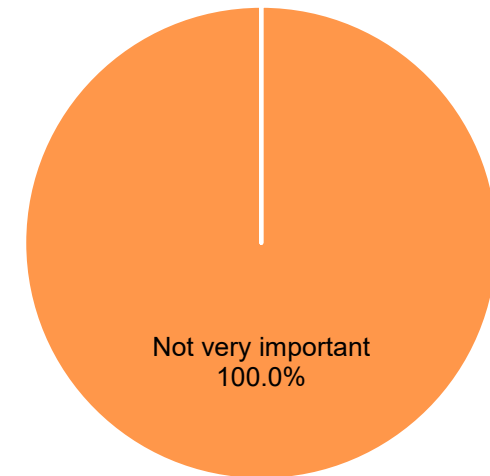
# Among those who say important, 79% say very important

Question 19: How important are each of the following community values when thinking about your garbage and recycling services? **Affordability**

Among those who said important

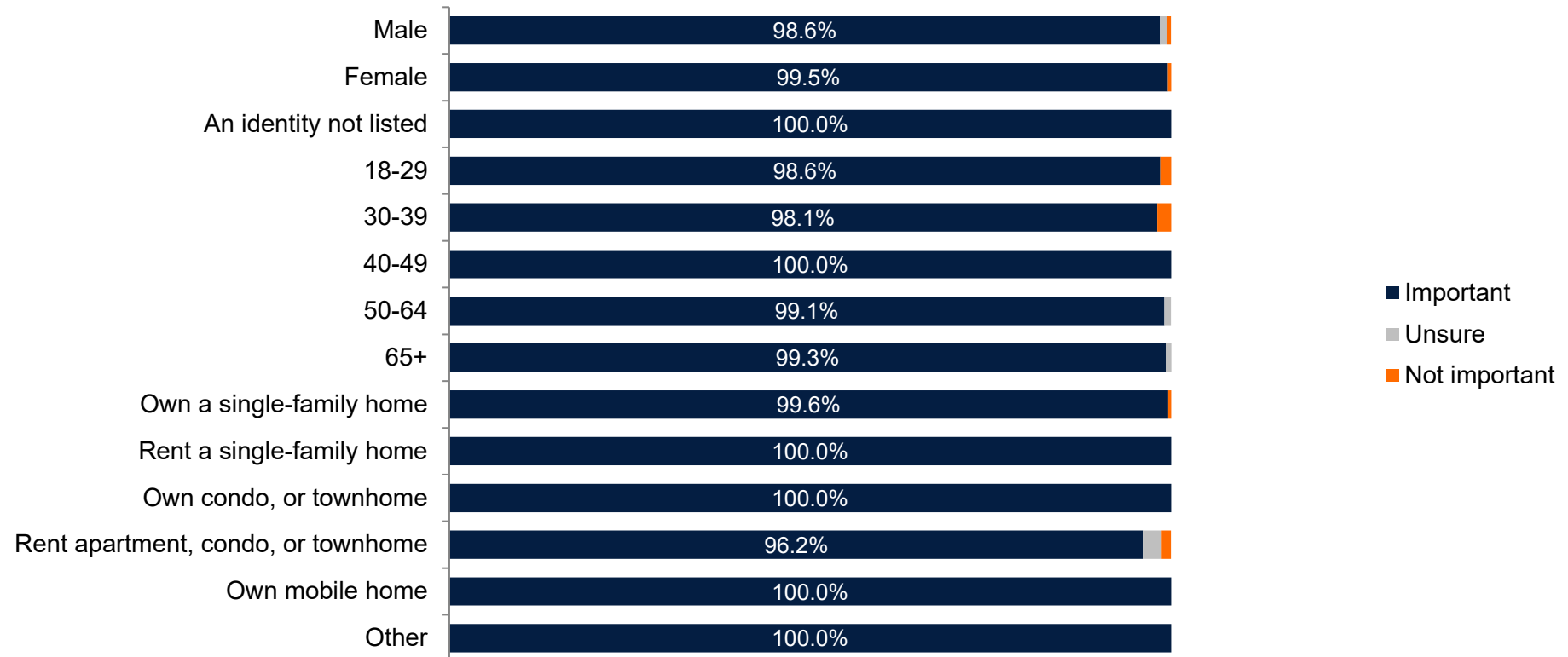


Among those who said not important



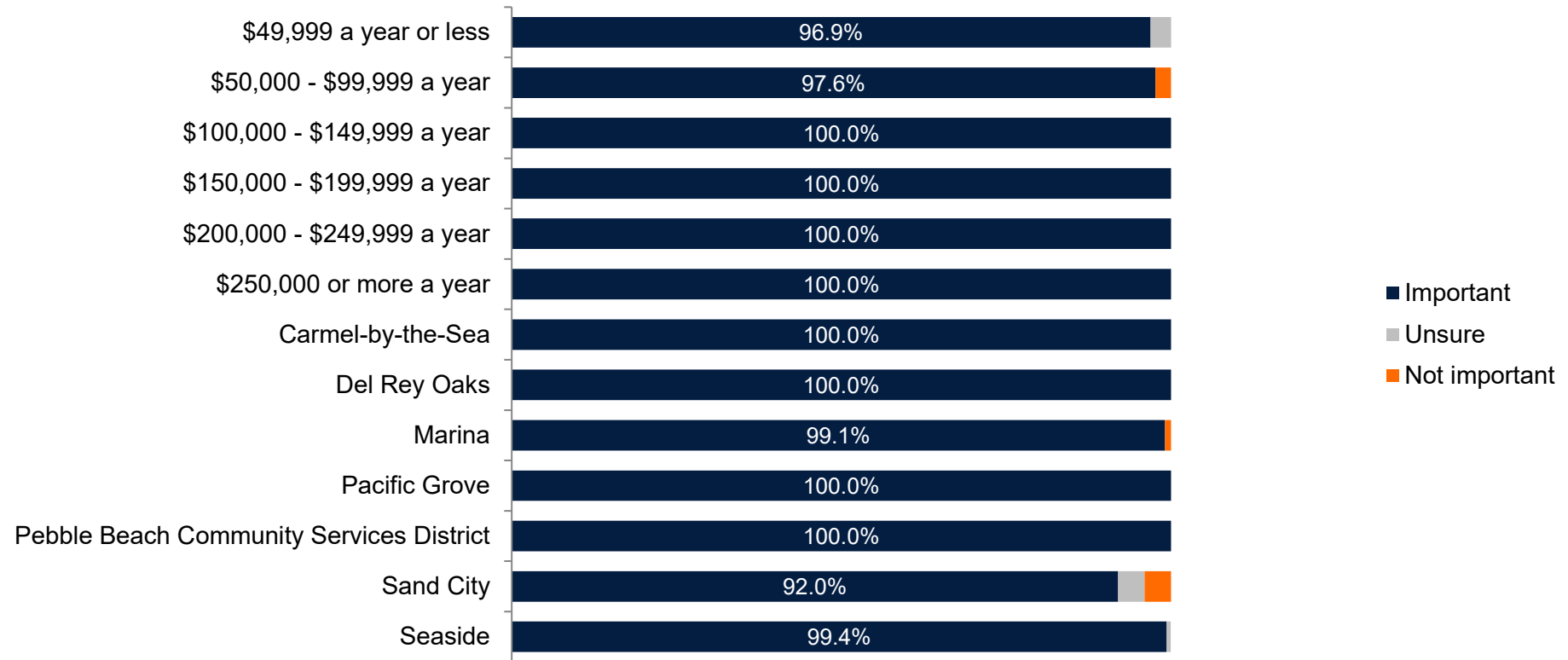
# Results by gender, age group, and home type

Question 19: How important are each of the following community values when thinking about your garbage and recycling services? **Affordability**



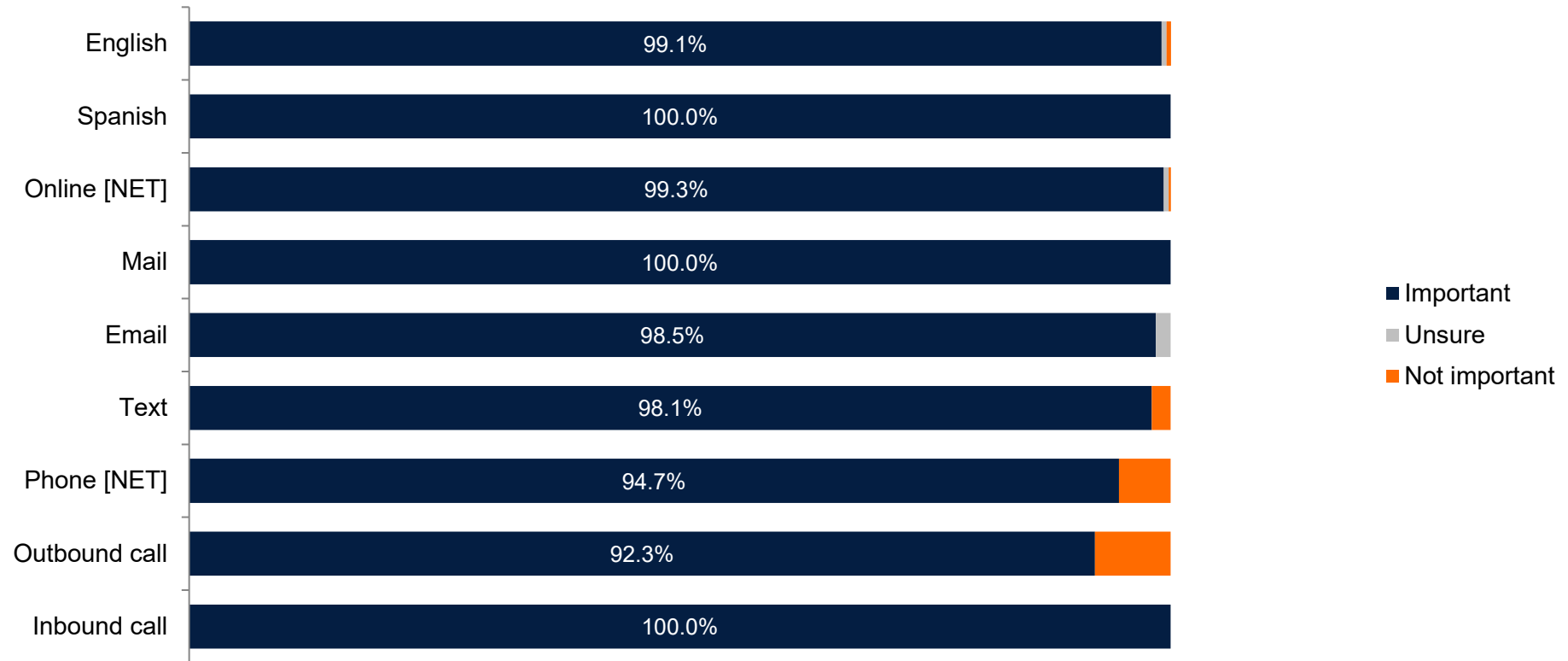
# Results by household income and Jurisdiction

Question 19: How important are each of the following community values when thinking about your garbage and recycling services? **Affordability**



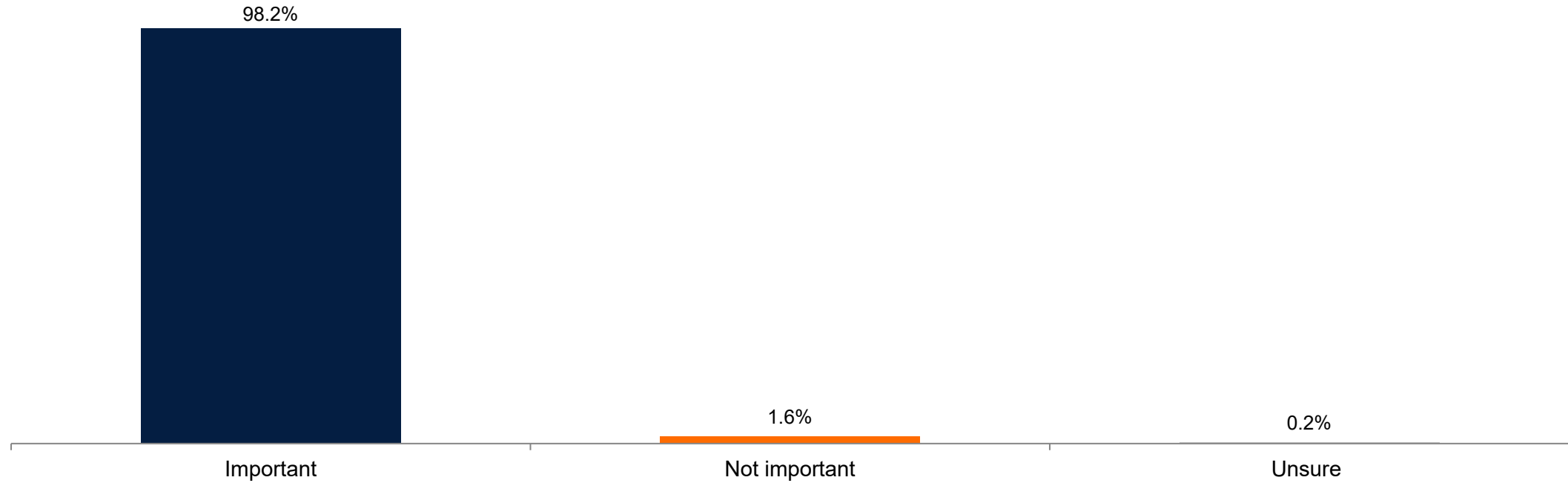
# Results by survey language and survey mode

Question 19: How important are each of the following community values when thinking about your garbage and recycling services? **Affordability**



# 98% say convenience for residents is important

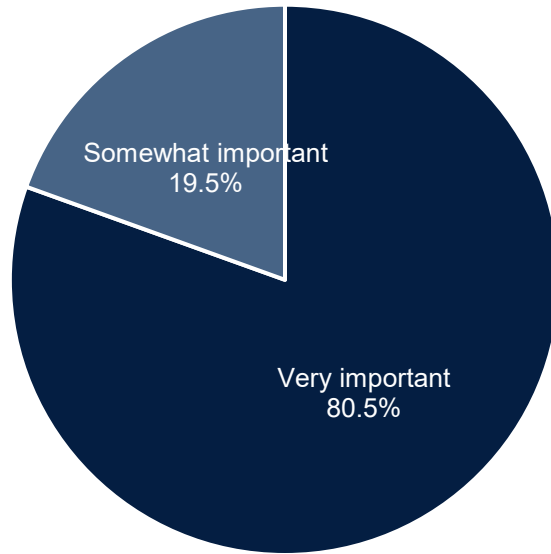
Question 20: How important are each of the following community values when thinking about your garbage and recycling services? **Convenience for residents**



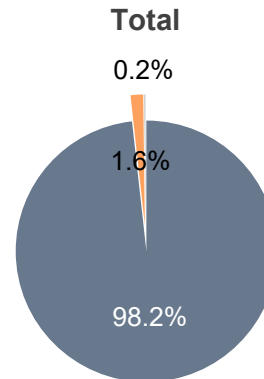
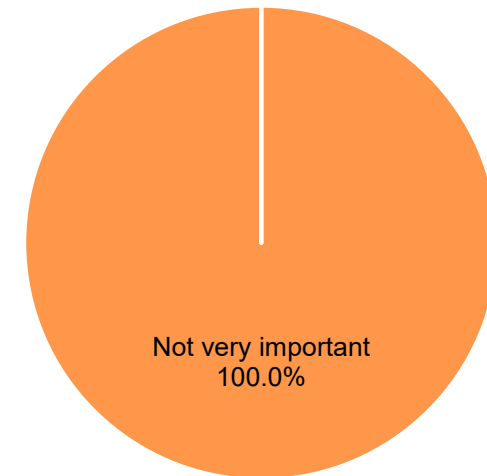
# Among those who say important, 81% say very important

Question 20: How important are each of the following community values when thinking about your garbage and recycling services? **Convenience for residents**

Among those who said important

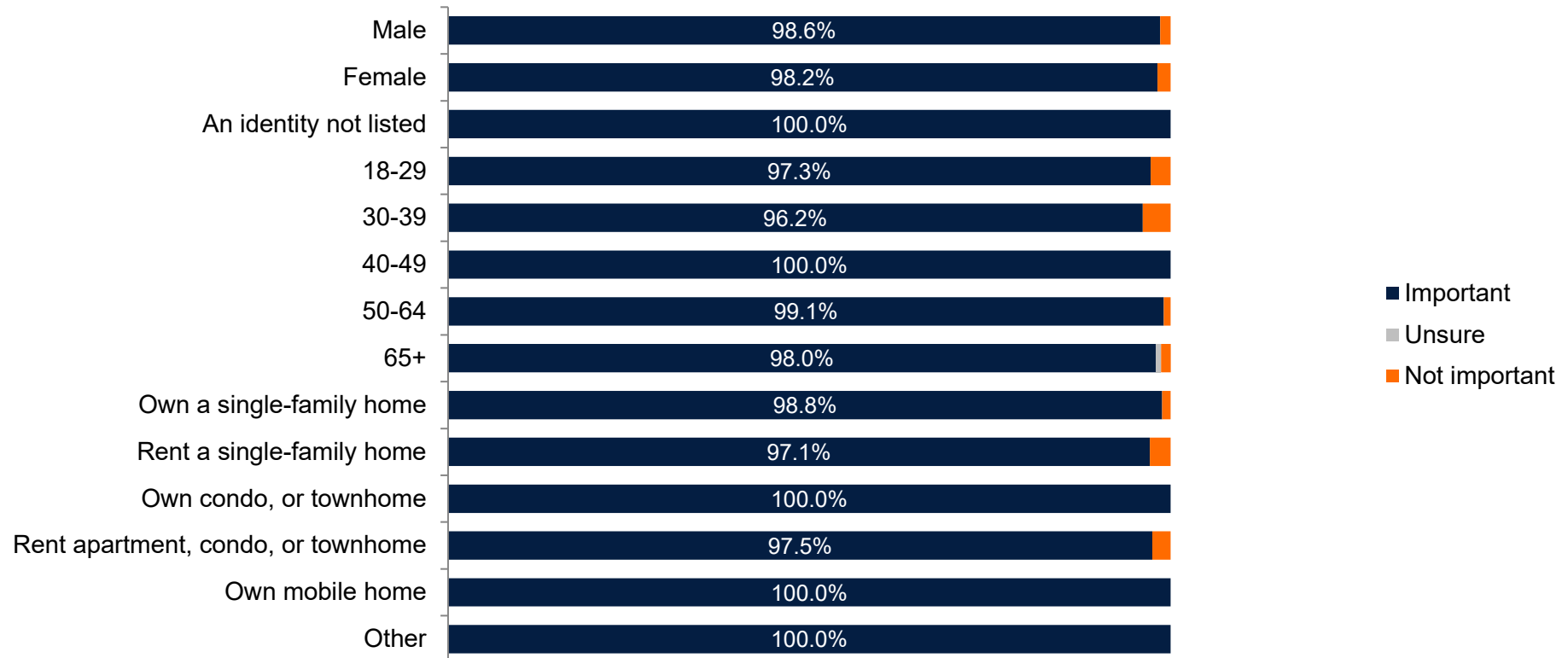


Among those who said not important



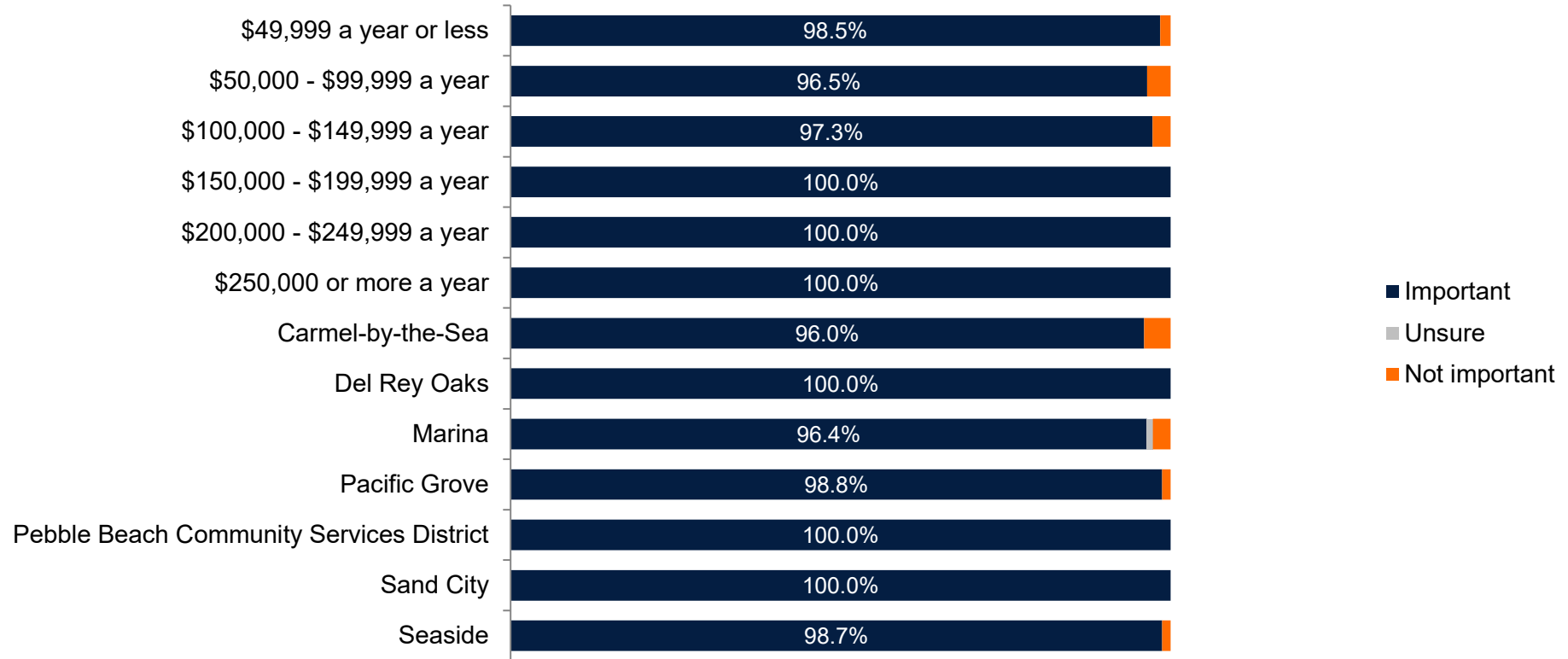
# Results by gender, age group, and home type

Question 20: How important are each of the following community values when thinking about your garbage and recycling services? **Convenience for residents**



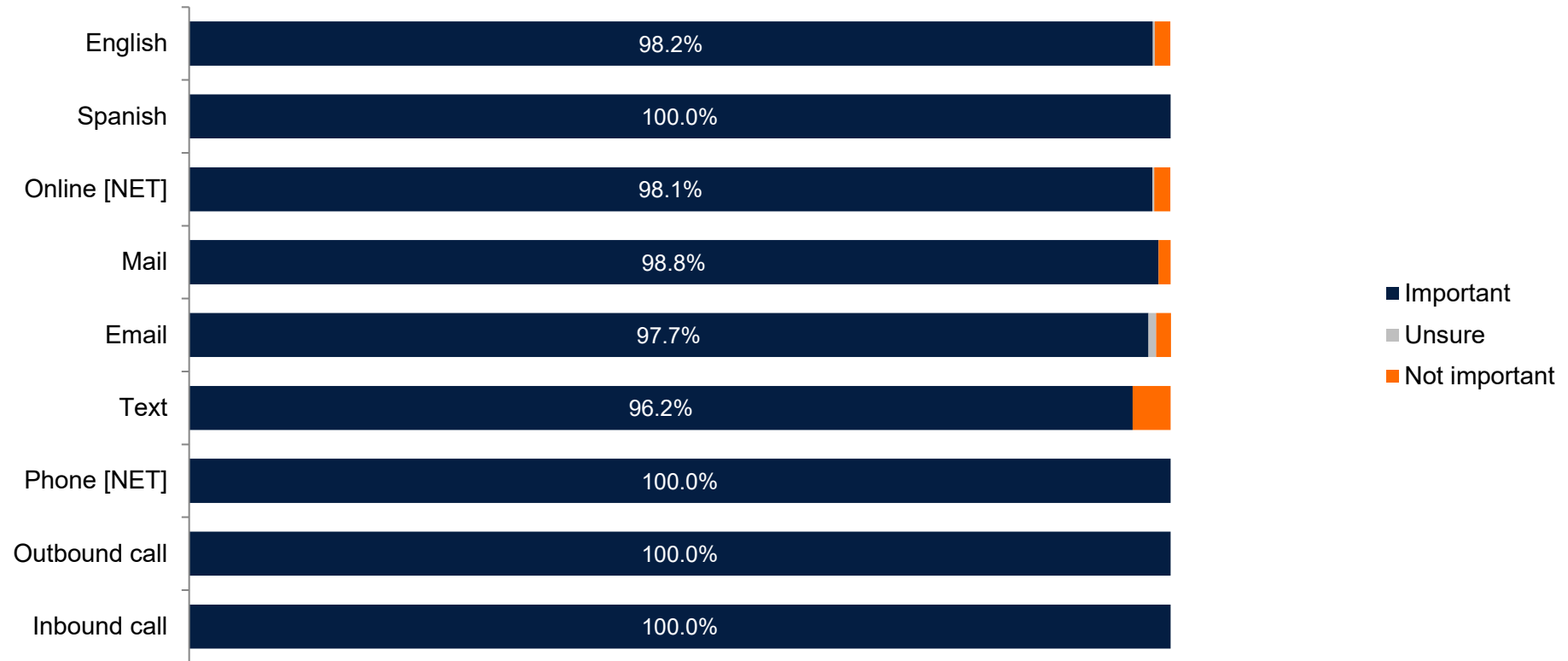
# Results by household income and Jurisdiction

Question 20: How important are each of the following community values when thinking about your garbage and recycling services? **Convenience for residents**



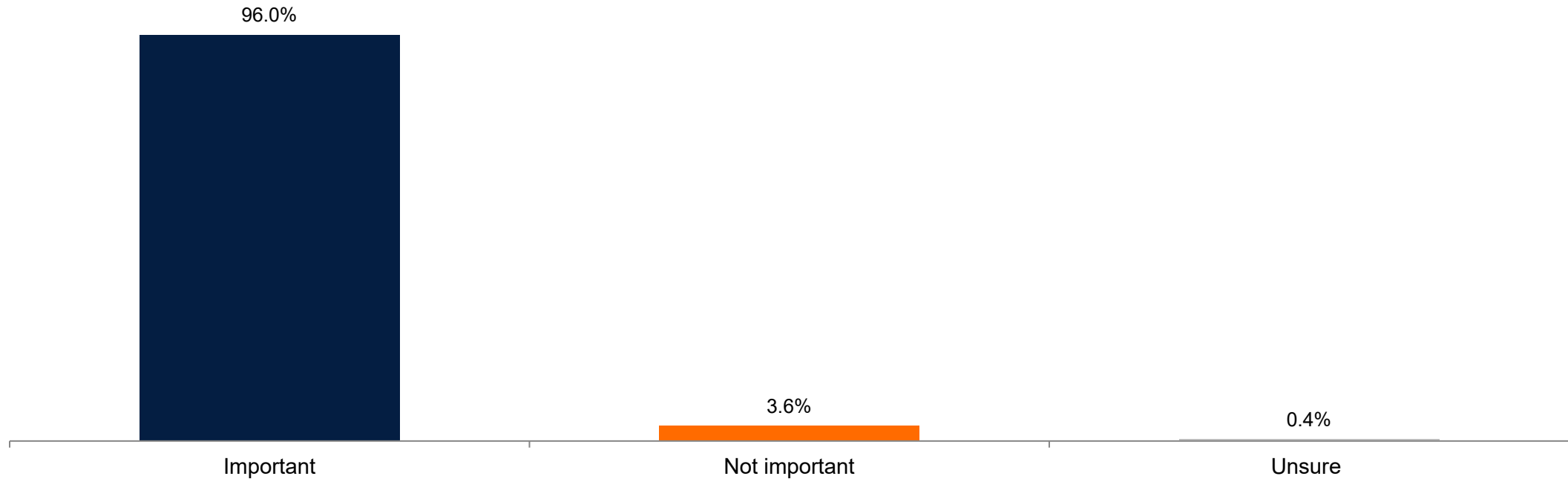
# Results by survey language and survey mode

Question 20: How important are each of the following community values when thinking about your garbage and recycling services? **Convenience for residents**



# 96% say environmental impact is important

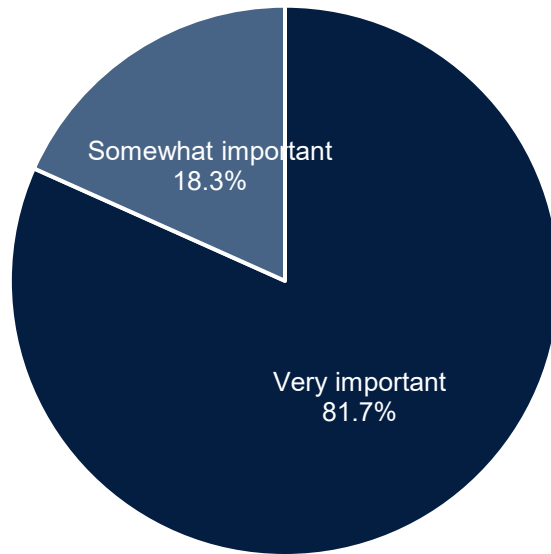
Question 21: How important are each of the following community values when thinking about your garbage and recycling services? **Environmental impact**



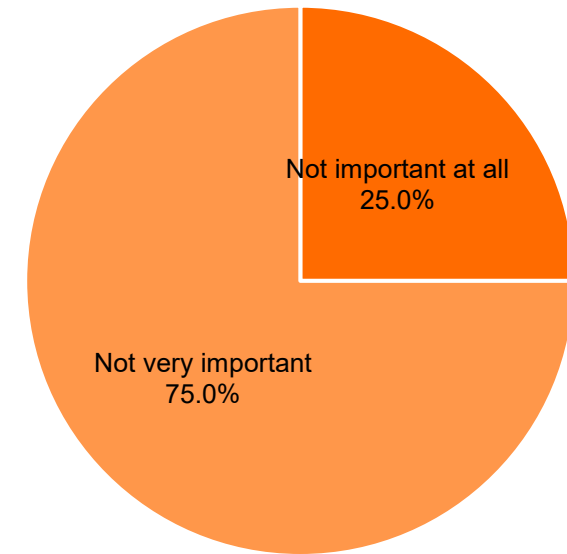
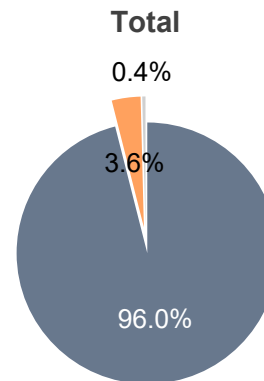
# Among those who say important, 82% say very important

Question 21: How important are each of the following community values when thinking about your garbage and recycling services? **Environmental impact**

Among those who said important

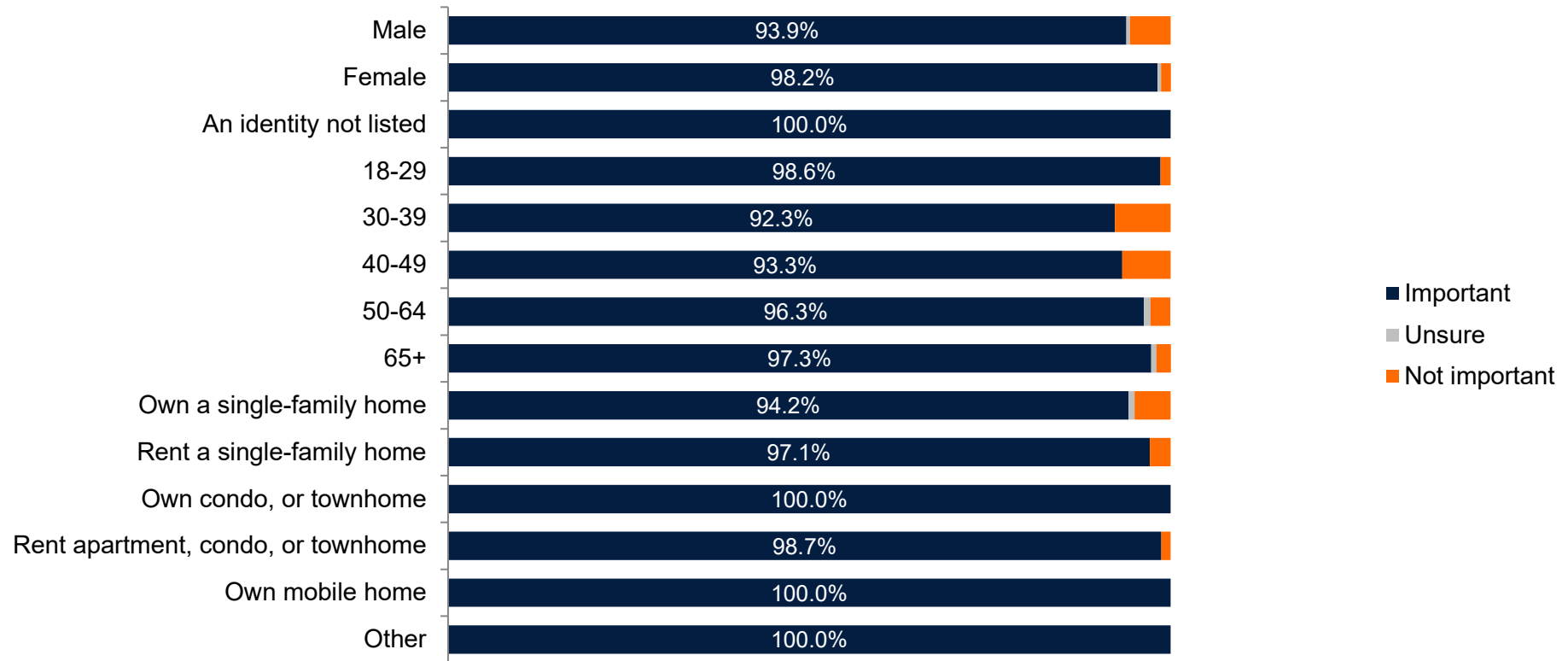


Among those who said not important



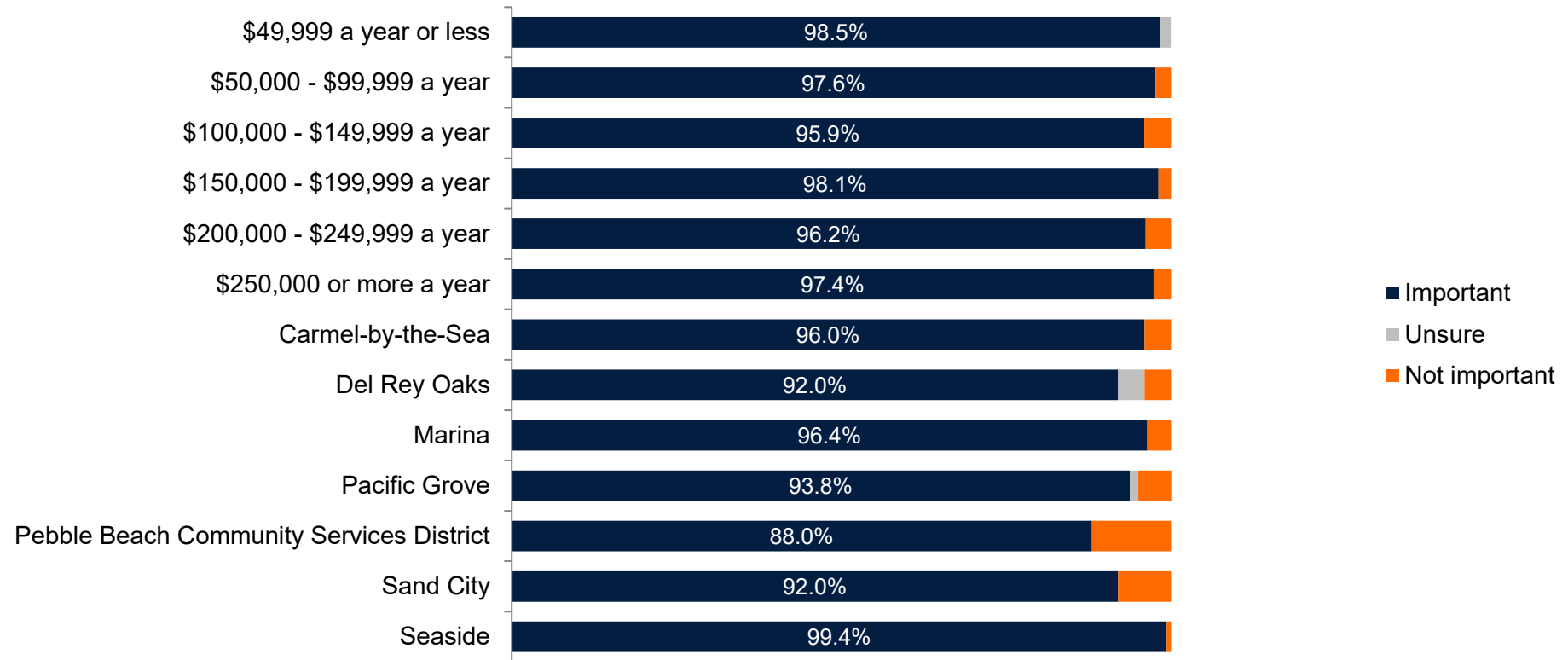
# Results by gender, age group, and home type

Question 21: How important are each of the following community values when thinking about your garbage and recycling services? **Environmental impact**



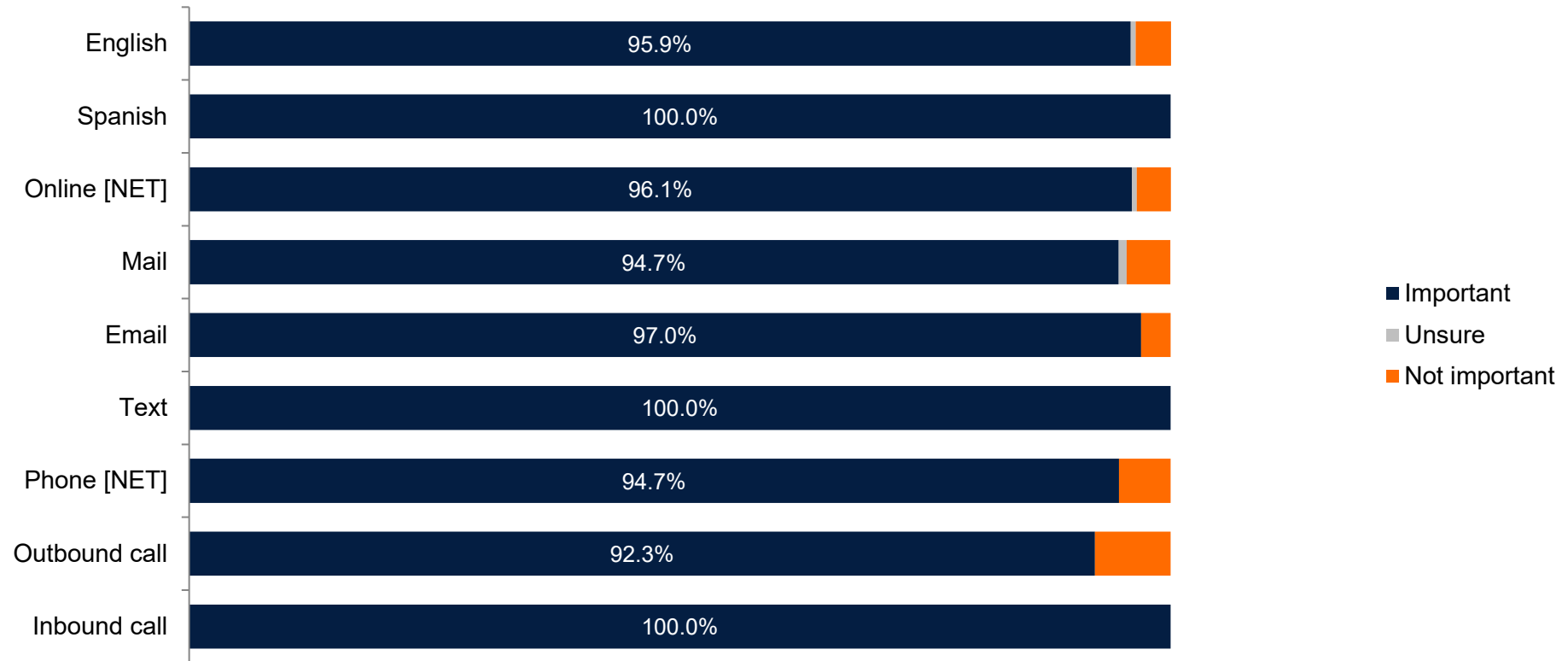
# Results by household income and Jurisdiction

Question 21: How important are each of the following community values when thinking about your garbage and recycling services? **Environmental impact**



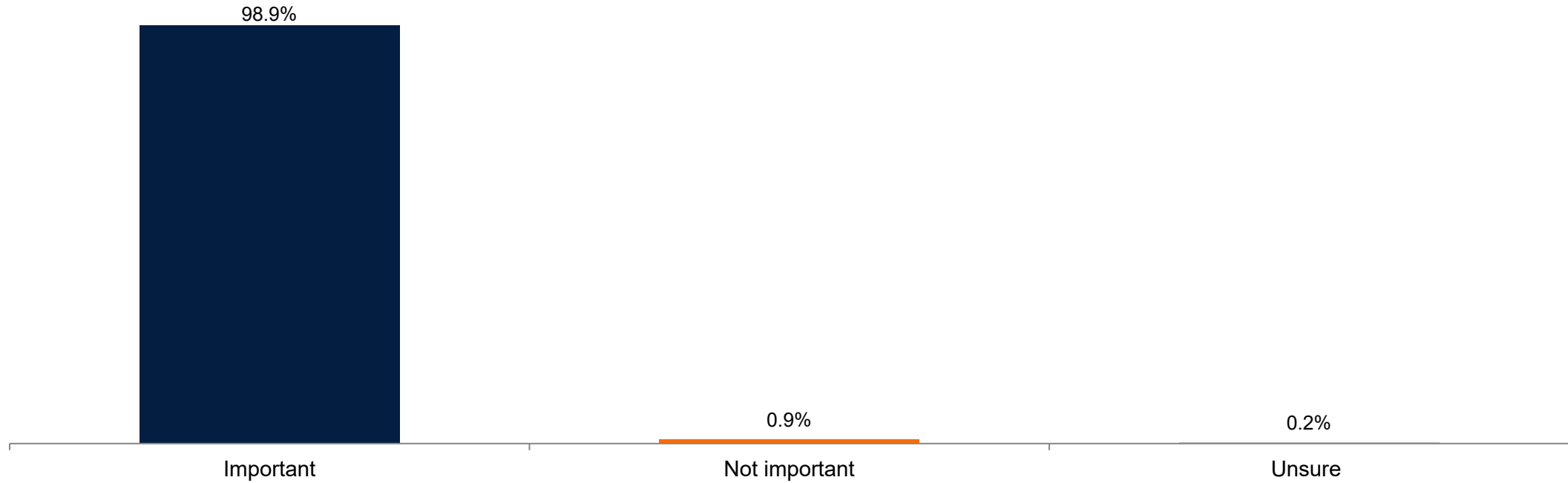
# Results by survey language and survey mode

Question 21: How important are each of the following community values when thinking about your garbage and recycling services? **Environmental impact**



# 99% say quality of service is important

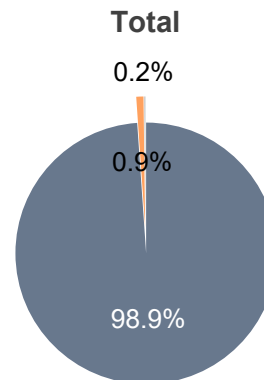
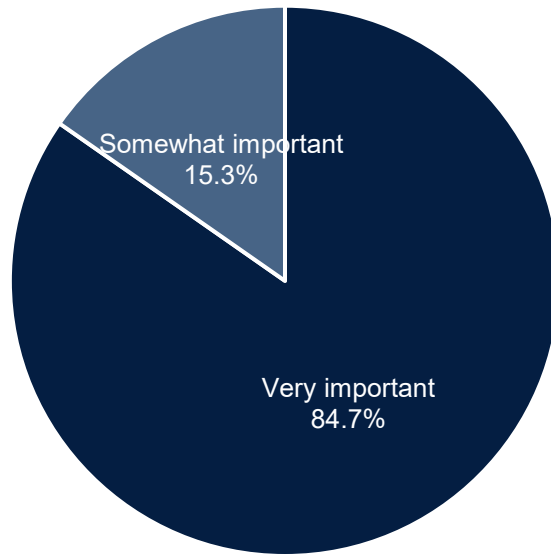
Question 22: How important are each of the following community values when thinking about your garbage and recycling services? **Quality of service**



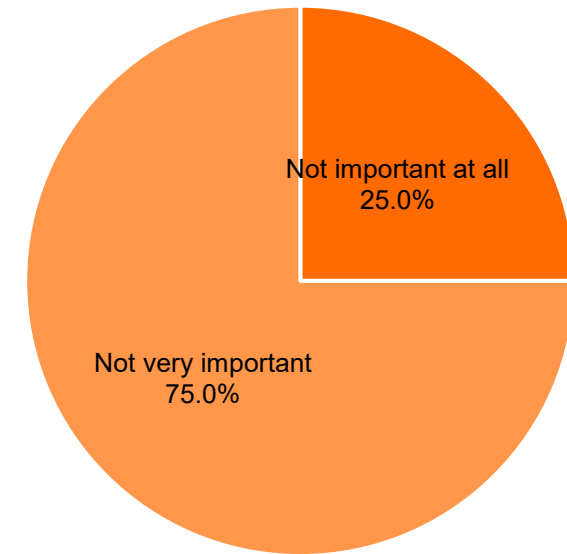
# Among those who say important, 85% say very important

Question 22: How important are each of the following community values when thinking about your garbage and recycling services? **Quality of service**

Among those who said important

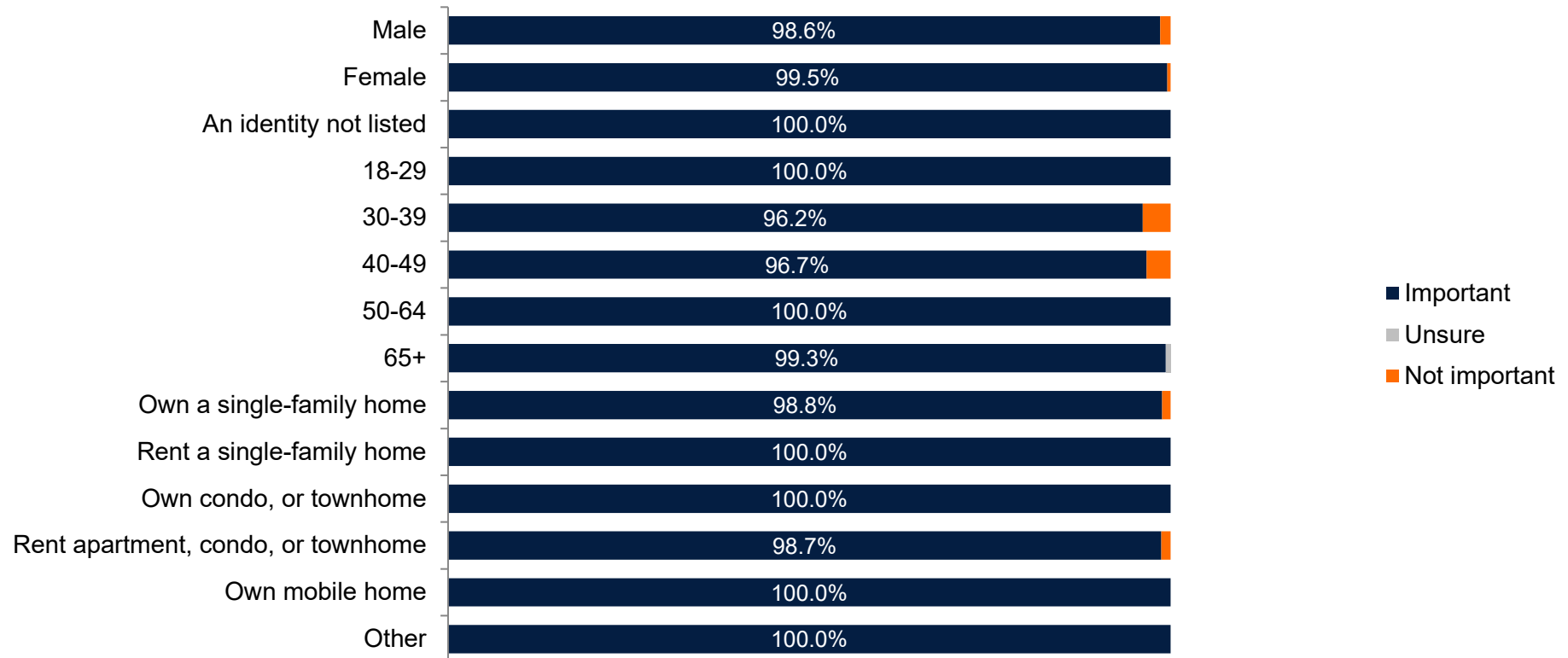


Among those who said not important



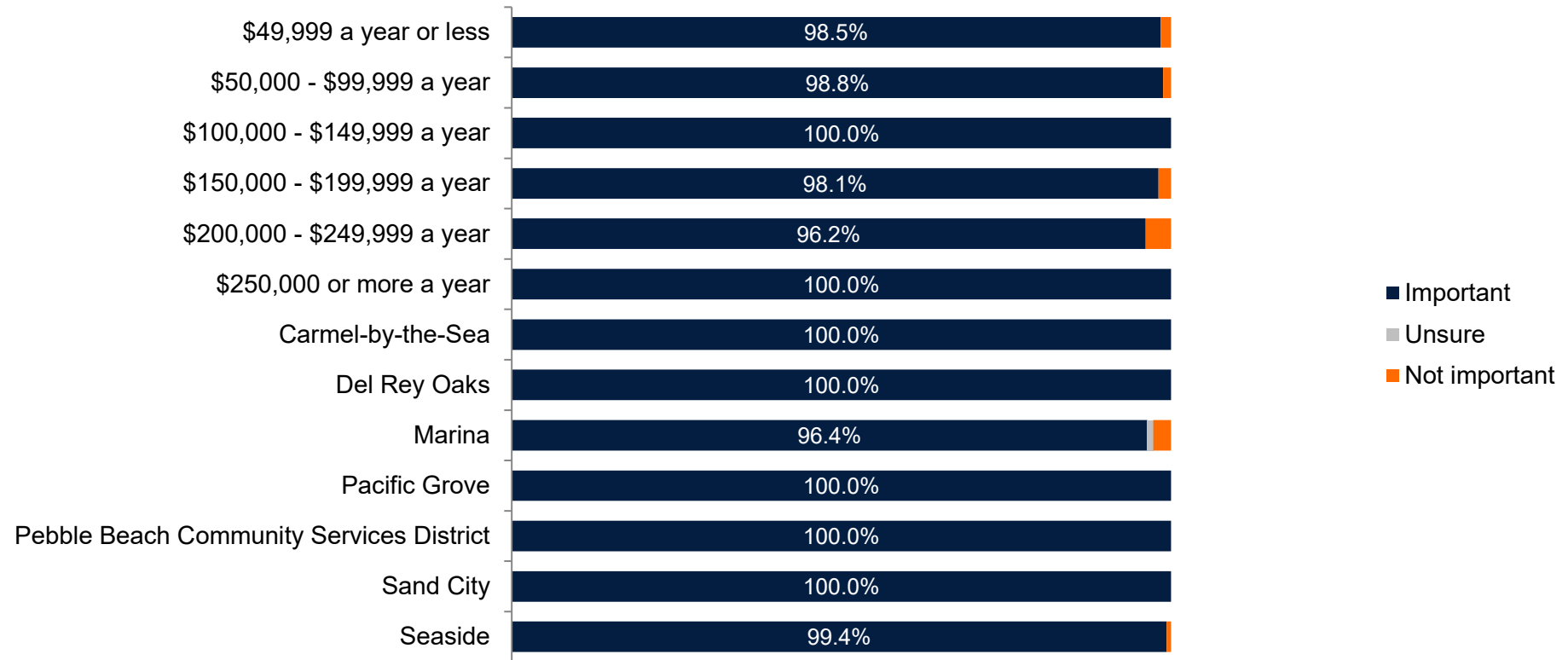
# Results by gender, age group, and home type

Question 22: How important are each of the following community values when thinking about your garbage and recycling services? **Quality of service**



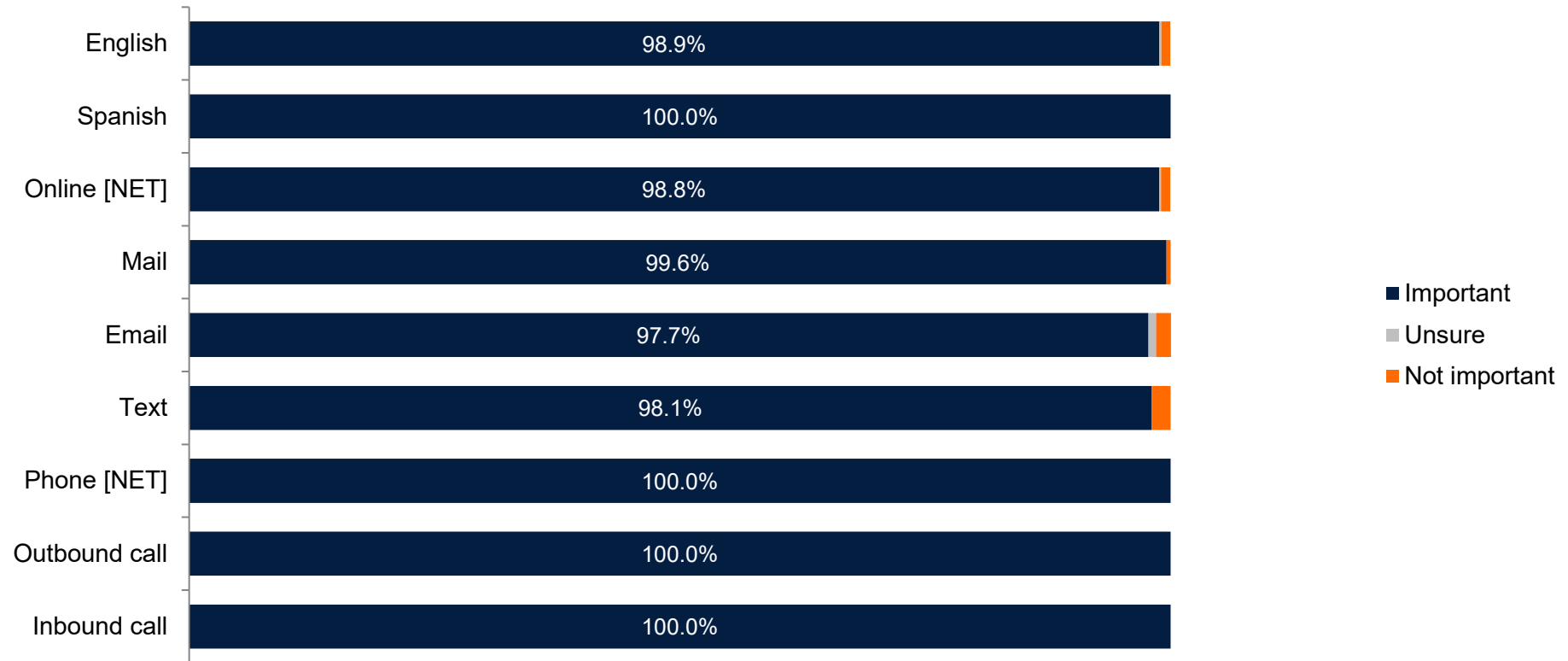
# Results by household income and Jurisdiction

Question 22: How important are each of the following community values when thinking about your garbage and recycling services? **Quality of service**



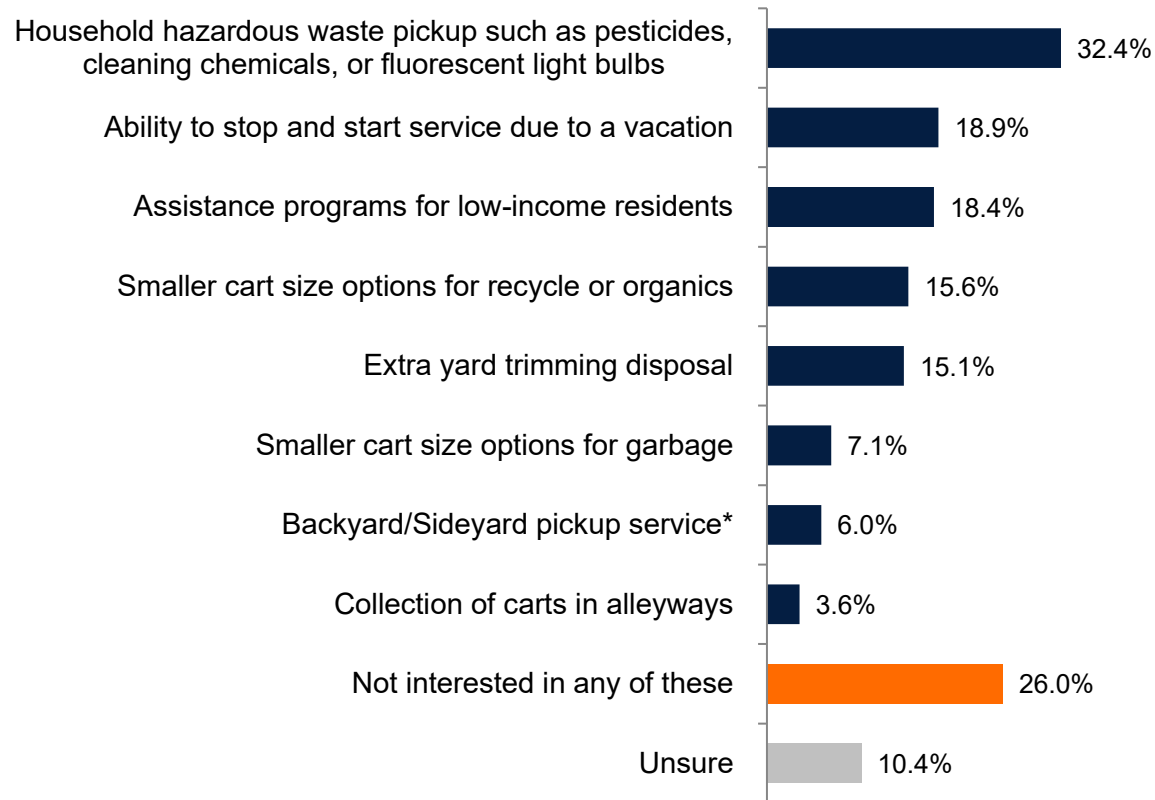
# Results by survey language and survey mode

Question 22: How important are each of the following community values when thinking about your garbage and recycling services? **Quality of service**



# Residents show greatest interest in household hazardous waste pickup among potential new services

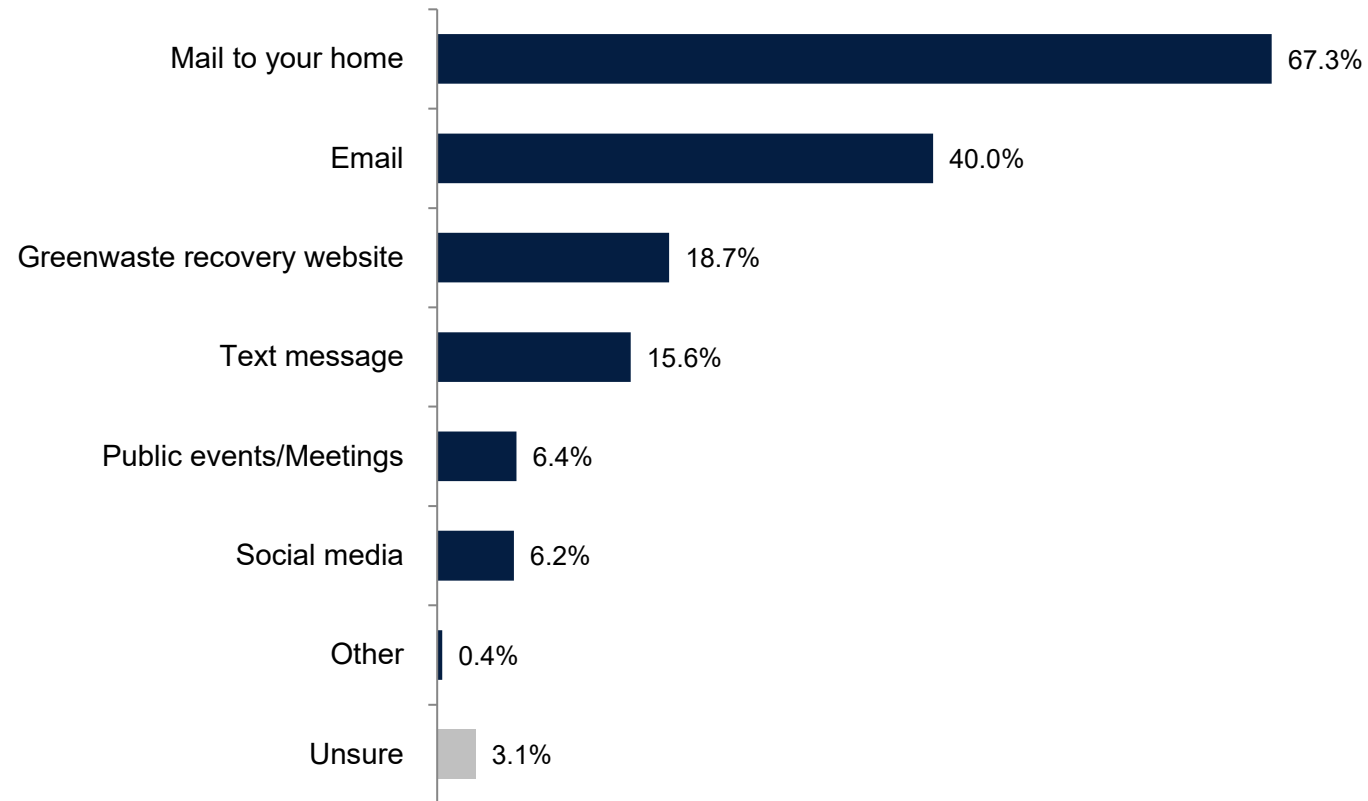
Question 23: GreenWaste Recovery may offer additional services that would come at an increased cost. Please indicate which of the following services you would be interested in. Select all that apply.



\*Only included in Marina, Seaside, Del Rey Oaks, and Sand City.

# Residents prefer receiving program information by mail, followed by email

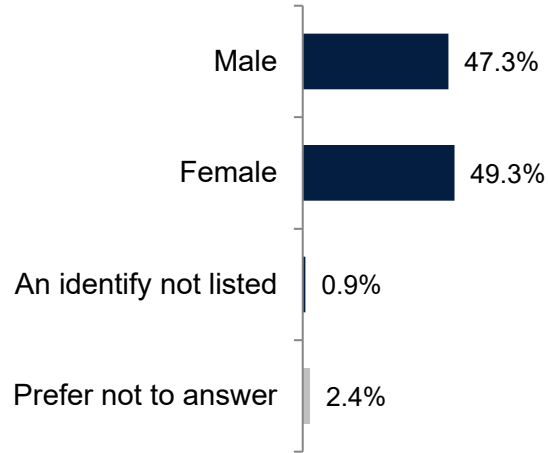
Question 35: How would you prefer to receive information about garbage and recycling programs? Select all that apply.



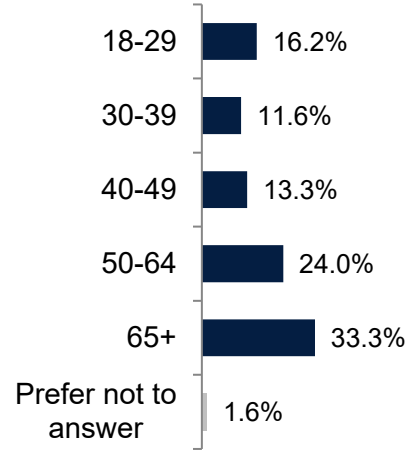
# Demographics

# Respondent demographics by gender, age group, ethnicity, home type, container type, income, and City

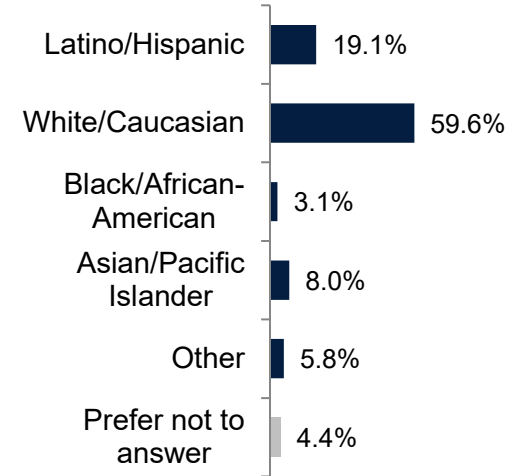
## Gender



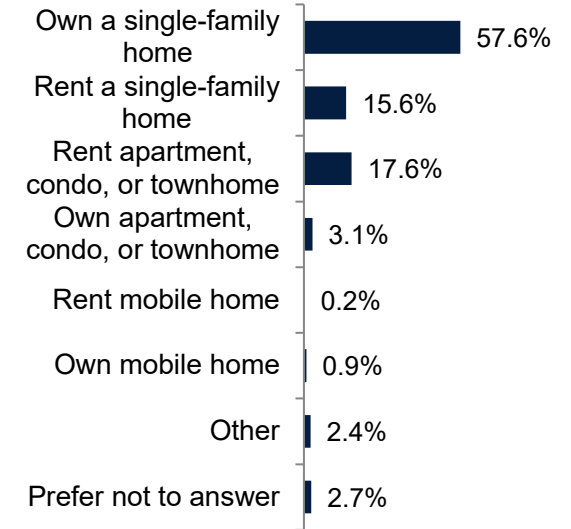
## Age Group



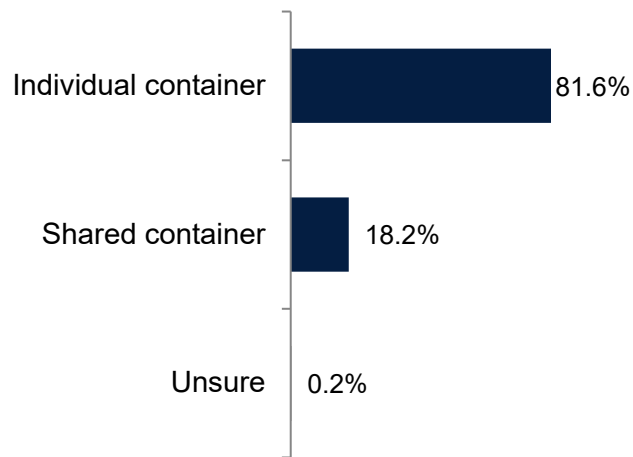
## Ethnicity



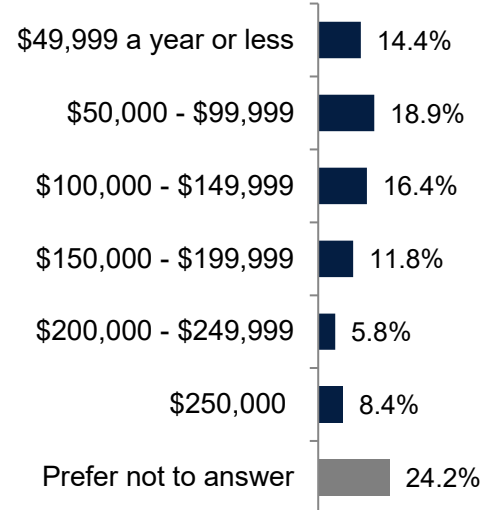
## Home type



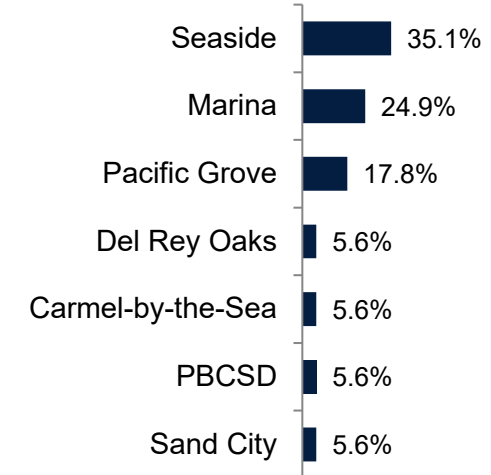
## Container type



## Income



## City



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# Questions?

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**Dr. Adam Probolsky, President**

O: 949-855-6400 | M: 949-697-6726

E: adam@probolskyresearch.com

**Sergio Martinez, Research Analyst**

E: sergio@probolskyresearch.com



**Opinion Research on  
Elections and Public Policy**



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23 Corporate Plaza Suite 150 Newport Beach CA 92660

**Newport Beach**  
(949) 855-6400

**San Francisco**  
(415) 870-8150

**Washington DC**  
(202) 559-0270

## **Attachment B: Residential Community Meetings**

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### **METHODOLOGY**

HF&H hosted three virtual community meetings to solicit feedback on current service satisfaction, identify community priorities, and gauge interest in additional services not currently provided for Member Agency residents. To support broad participation, HF&H developed bilingual (English/Spanish) outreach materials for distribution by ReGen and the Member Agencies. To accommodate varying schedules and convenience, HF&H hosted the virtual meetings at two different times across three separate days:

- Tuesday, February 24, 2026 from 5:30 p.m. to 6:30 p.m.
- Wednesday, February 25, 2026 from 12:00 p.m. to 1:00 p.m.
- Thursday, February 26, 2026 from 5:30 p.m. to 6:30 p.m.

To support Spanish-speaking residents, Spanish-language interpretation was provided during the February 26 meeting. Each meeting included a brief overview of the agenda, purpose, and background information before moving into an anonymous poll. This poll was followed by an open discussion period where participants could share what is working well—or not—with current solid waste, recycling, and organics collection service programs, identify which services matter most to residents moving forward, and indicate how they would prioritize value for these services.

### **RESULTS AND ANALYSIS**

Seventeen residents participated across all three meetings and, of those, 13 submitted answers to the anonymous poll.

Residents indicated generally high satisfaction levels with their current collection services during the community meetings and in their poll responses, with 69% of participants satisfied with GreenWaste's collection services and 69% satisfied with the helpfulness and professionalism of its customer service team. However, residents also expressed interest in targeted improvements. Although 67% reported receiving educational materials, 62.5% of those recipients found the information could have been clearer, and 25% of residents who provided additional input requested more education and outreach on available programs. Additionally, 17% expressed interest in greater service customization, such as the ability to choose cart sizes or types. During open discussion, several residents also expressed sensitivity to rate increases, noting concerns that recent rate increases were not always accompanied by perceived service improvements and emphasizing the importance of avoiding large, across-the-board increases that could disproportionately affect community members. These results indicate that, while GreenWaste is largely meeting community needs, opportunities remain to enhance education, service customization, and overall customer experience.

## **Attachment C: Multi-Family Engagement**

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### **METHODOLOGY**

To support multi-family dwelling (MFD) engagement, a comprehensive information list of all MFDs was requested from GreenWaste, including their addresses and contact information, within the Member Agency service area. Priority MFDs were identified by Member Agency staff to support targeted outreach, while ensuring appropriate representation across participating Member Agencies.

A standardized set of questions was developed for property managers to assess satisfaction with current collection services, identify priorities for a future collection agreement, evaluate outreach effectiveness, and gauge awareness of the bulky item collection program. Outreach was conducted with the objective of engaging at least one property manager within each participating Member Agency. Where available, property managers were surveyed by phone; when unavailable, follow-up outreach was conducted through voicemail, email, or in-person visits, as appropriate.

### **RESULTS AND ANALYSIS**

Forty-six MFDs were engaged and, of those, seven provided responses to the developed questions.

Approximately 85% of the MFDs surveyed are satisfied with GreenWaste's services. GreenWaste had performed outreach at approximately 66% of the surveyed MFDs, but none of them knew about the bulky program. The property managers were interested in a bulky program to collect large items when residents move out. Overall, many MFDs expressed that GreenWaste has reliable and consistent collection services with responsive customer service. However, property managers identified several service-related concerns, including challenges with container lid closure, service conditions classified as "difficult to service," occasional missed pickups, and damaged containers. Issues that could be readily addressed were generally resolved by customer service in a timely manner. Looking ahead, MFD property managers identified quality of service, customer service responsiveness, and low rates as their highest priorities for a future collection agreement.

## **Attachment D: Commercial Engagement**

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### **METHODOLOGY**

To support commercial sector engagement, the TAC Subgroup sought to engage business and sustainability associations within the Member Agency service area to gather insight into current and future collection services. A comprehensive list of commercial businesses, including addresses and contact information was compiled. Priority commercial businesses were identified through coordination with GreenWaste and participating Member Agencies to support targeted outreach and ensure appropriate representation across jurisdictions. The outreach list was refined based on these prioritizations and agency representation.

A standardized set of questions was developed for business owners and managers to assess satisfaction with current collection services, identify key priorities for a future collection agreement, evaluate the cost and value of existing services, and assess the effectiveness of outreach efforts. Outreach was conducted with the objective of engaging at least one commercial business within each participating Member Agency. Where available, interviews were conducted by phone. When a business owner or manager was unavailable, follow-up outreach was conducted through voicemail messages or email correspondence, as appropriate.

### **RESULTS AND ANALYSIS**

Thirty-four commercial businesses were engaged and, of those, 15 provided responses to the developed questions.

Approximately 60% of the commercial businesses surveyed are satisfied with GreenWaste's services, but only 40% of them thought GreenWaste's rates are reasonable. GreenWaste had performed outreach at approximately 58% of the commercial businesses surveyed. Overall, many businesses expressed that GreenWaste has reliable and consistent recycling and solid waste services with responsive customer service. However, many businesses also expressed frustration regarding GreenWaste's immediate increases in price after they took over for WM in 2015, coupled with GreenWaste's additional charges for non-curbside service, pushing and/or pulling containers, opening gates, and extra organics carts. In Pacific Grove, downtown businesses are unhappy with GreenWaste's charges for bundles of cardboard and lack of assistance to help maximize space for extra containers. For a future collection agreement, most commercial businesses selected quality of service and low rates as their top priorities. They also expressed interest in additional services such as free cardboard pickup, container cleaning services, and everyday collection.

## Attachment E: Industry Engagement

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### **METHODOLOGY**

To better understand industry capacity, market interest, and potential considerations associated with future collection services, the TAC Subgroup, with support from HF&H, conducted targeted outreach to private solid waste collection service providers active in California and similar regional markets. A list of firms that had either previously expressed interest in providing collection services within the Member Agency service area or were identified by the Subgroup as relevant potential proposers based on market presence and experience.

Each identified service provider was invited to participate in a formal in-person presentation to the TAC Subgroup. Presentations were structured to allow approximately 20 minutes for each company to present its qualifications, business model, and perspective on operating within the Member Agency service area, followed by a 30-minute question-and-answer session with Subgroup members. This format was intended to support a consistent, transparent exchange of information and allow for direct dialogue regarding operational considerations, infrastructure readiness, and potential partnership models.

Five service providers participated in the industry engagement presentations:

- Mid Valley Disposal
- Recology
- Republic Services
- Waste Connections
- Waste Management

In addition, GreenWaste was invited to present to the Subgroup to provide perspective on its experience serving the region and its interest in future service arrangements.

### **RESULTS AND ANALYSIS**

Across all presentations, industry participants expressed interest in future partnerships within the Member Agency service area. Multiple presenters characterized the region as an attractive and operationally viable market due to its service density, established customer base, and publicly owned infrastructure. All service providers noted that ReGen's ownership of key facilities—including collection yards and processing and disposal infrastructure—creates a turnkey operational environment that reduces barriers to entry and enhances market competitiveness.

GreenWaste Recovery expressed enthusiasm for continuing to provide service to the community and indicated openness to negotiating a future agreement under a sole-source approach. During preliminary discussions, GreenWaste shared an estimated range of potential future rate impacts associated with continuing service under a non-competitive negotiation. GreenWaste also noted that changes in ownership or a future asset sale or acquisition are inherent risks in the solid waste industry, particularly given broader market consolidation trends.



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 9.C.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

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

**DATE:** May 7, 2026

**SUBJECT: ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE 2025 ON-CALL LANDSCAPE ARCHITECTURE AND SITE DESIGN CONTRACT WITH BFS LANDSCAPE ARCHITECTS TO INCREASE THE TASK ORDER LIMIT FROM \$75,000.00 TO \$300,000.00 FOR DESIGN SERVICES RELATED TO THE LAGUNA GRANDE TRAILS PROJECT AND APPROPRIATE \$250,000.00 FROM THE GENERAL FUND TO THE LAGUNA GRANDE RECREATION TRAIL PROGRAM PROJECT**

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**RECOMMENDATION**

Authorize Amendment No. 1 to the BFS Landscape Architects agreement and appropriate \$250,000.00 from the General Fund for the Laguna Grande Recreation Trail Program Project.

**BACKGROUND**

On June 5, 2025, the City Council approved an on-call professional services agreement with BFS Landscape Architects to provide landscape architecture and site design services on an as-needed basis. The agreement established a not-to-exceed contract amount of \$500,000.00 and a maximum task order limit of \$75,000.00 per assignment. Work exceeding the task order limit was intended to be procured through a separate Request for Proposals (RFP) process.

BFS Landscape Architects has been providing pre-design and preliminary planning services for the Laguna Grande Trails Project, including initial concepts, site evaluation, and coordination efforts.

The City is now preparing to move forward with design services for the Recreation Trails Project at Laguna Grande Park. Because BFS Landscape Architects has already completed substantial pre-design work on this project. Staff recommends continuing with the same consultant to maintain project continuity, preserve institutional knowledge, and avoid duplication of effort and additional costs associated with onboarding a new consultant.

The anticipated design work for the Recreation Trails Project at Laguna Grande Park exceeds the current \$75,000.00 task order limit under the on-call agreement. As a result, staff is requesting an amendment to increase the task order limit to \$300,000.00. This change will allow the City to issue a task order to BFS Landscape Architects for the design phase without initiating a separate procurement process.

Increasing the task order limit will also provide greater flexibility for future projects that may similarly benefit from continuity of services under the existing on-call contract, while still remaining within the overall not-to-exceed contract amount of \$500,000.00.

The amendment does not increase the total contract amount previously approved by the City Council, nor does it expand the overall scope of services. All work will continue to be issued on a task order basis and remain subject to budget availability and City oversight.

Additionally, staff recommends that the City Council approve a one-time General Fund appropriation in the amount of \$250,000.00 to provide the local match required for the Recreation Trail Program (RTP) grant awarded to the City of Seaside.

**FISCAL IMPACT**

Staff had planned to include the required \$250,000 RTP grant match in the proposed Fiscal Year 2026–27 Budget. However, in order to proceed with project design and remain in compliance with grant requirements, staff recommends appropriating the funds in Fiscal Year 2025–26. The corresponding request will be removed from the proposed Fiscal Year 2026–27 Budget, resulting in no net increase in planned General Fund expenditures over the two-year period.

Approval of the amendment does not increase the total not-to-exceed amount of the existing agreement with BFS Landscape Architects, which remains \$500,000. Work performed under the agreement, including design services for the Laguna Grande Trails Project, will be funded through previously appropriated RTP grant funds and the requested \$250,000 General Fund match.

The requested appropriation will be made to capital project account 342-8910-9577.

**STRATEGIC PRIORITY**

Enhanced Physical Infrastructure & Abundant Water Supply

**ATTACHMENTS**

1. Resolution
  2. PSA Amendment 1
- 

Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager

**RESOLUTION NO. 26-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**AN AMENDMENT TO THE 2025 ON-CALL LANDSCAPE ARCHITECTURE AND SITE DESIGN CONTRACT WITH BFS LANDSCAPE ARCHITECTS TO INCREASE THE TASK ORDER LIMIT FROM \$75,000.00 TO \$300,000.00 FOR DESIGN SERVICES RELATED TO THE LAGUNA GRANDE TRAILS PROJECT AND APPROPRIATE \$250,000.00 FROM THE GENERAL FUND TO THE RECREATION TRAIL PROGRAM PROJECT FOR THE RECREATION TRAIL PROGRAM (RTP) GRANT MATCH**

**WHEREAS**, June 5, 2025, the City Council approved an on-call professional services agreement with BFS Landscape Architects to provide landscape architecture and site design services on an as-needed basis.; and

**WHEREAS**, the agreement established a not-to-exceed contract amount of \$500,000 and a maximum task order limit of \$75,000 per assignment; and

**WHEREAS**, BFS Landscape Architects has been providing pre-design and preliminary planning services for the Laguna Grande Trails Project; and

**WHEREAS**, the City is preparing to move forward with design services for the Recreation Trails Project at Laguna Grande Park and recommends continuing with BFS Landscape Architects; and

**WHEREAS**, the anticipated design work for the Recreation Trails Project at Laguna Grande Park exceeds the current \$75,000 task order limit under the on-call agreement; and

**WHEREAS**, an amendment to increase the task order limit to \$300,000 is requested, while still remaining within the overall not-to-exceed contract amount of \$500,000; and

**WHEREAS**, to enable project work to begin in compliance with grant requirements the \$250,000 RTP grant match appropriation is requested.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Seaside does hereby approve an amendment to the 2025 On-Call Landscape Architecture and Site Design contract with BFS Landscape Architects to increase the task order limit from \$75,000.00 to \$300,000.00 for design services related to the Laguna Grande Trails project.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Seaside does hereby approve appropriating \$250,000.00 from the General Fund to the Recreation Trail Program Account (342-8910-9577) for the Recreation Trail Program (RTP) grant match.

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

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

APPROVED:

---

Ian N. Oglesby, Mayor

ATTEST:

---

Dominique L. Davis, City Clerk

APPROVED TO FORM:

---

Sheri L. Damon, City Attorney

**CONTRACT AMENDMENT #1**  
**PROFESSIONAL SERVICES**  
**City of Seaside**

Date: May 7, 2026

Change Requested by: \_\_\_ City/District \_\_\_ Consultant

**Contract Date**

**Project Name**

06/05/2025

2025 On-Call Landscape Architecture and Site Design

To (Consultant): BFS Landscape Architects, 425 Pacific Street, Suite 201, Monterey, CA 93940

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

---

The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

**MODIFY** the following text in **Exhibit “B” “Payment”** is amended to increase the task order limit from \$75,000 to \$300,000 and shall now read as follows:

I. Progress Authorization

Written authorization to proceed from the City authorizes the Consultant to generate the not-to- exceed cost of \$500,000 per contract and **\$300,000** per assigned task.

**MODIFY** the following text in **Section 1 “Instructions and Conditions”** is amended to increase the task order limit from \$75,000 to \$300,000 and shall now read as follows:

Terms of Work:

B. The aggregate not-to-exceed fee for all tasks provided during the initial two-year term of the Agreement shall be \$500,000.00. No task may be awarded pursuant to this contract that exceeds **\$300,000.00**. Tasks estimated to cost over **\$300,000.00** require a separate RFP.

C. During the course of the Agreement the City will identify tasks and ask the Consultant to prepare a task proposal, which, at minimum, will include:

- a. scope of work
- b. schedule, and
- c. “not-to-exceed” cost based on the scope of work, with a hard not to exceed cost of **\$300,000** per task.

A Notice to Proceed will be issued by the City for each task under this Agreement.

**CONTRACT AMENDMENT #1  
PROFESSIONAL SERVICES  
City of Seaside**

<b>Original Contract Amount</b>	<b>Previous CCO Total (Not including this Amendment)</b>	<b>This Amendment Total</b>	<b>Revised Contract Amount</b>
\$500,000.00	\$0	\$0	N/A
<b>Original Contract Time</b>	<b>Original Completion Date</b>	<b>Days To Date (Including This Amendment)</b>	<b>Revised Completion Date</b>
12 Months	June, 5, 2026	0	N/A

<b>SUBMITTED BY:</b>		
	Thomas Korman PW Director / City Engineer	
Signature	Name and Title	Date
<b>CITY APPROVAL BY:</b>		
	Greg McDanel City Manager	
Signature	Name and Title	Date

<b>CONSULTANT ACCEPTANCE BY:</b>		
	Larry Foster Principal-in-Charge	
Signature	Name and Title	Date



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 9.D.**

**TO:** City Council

**FROM:** Greg McDanel, City Manager

**BY:** Greg McDanel, City Manager

**DATE:** May 7, 2026

**SUBJECT: STRATEGIC PLAN QUARTER THREE REPORT AND FY 2026-2027  
PRIORITY UPDATES**

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**RECOMMENDATION**

Receive the Strategic Plan Quarter Three progress update, review and provide feedback on the proposed FY 2026–2027 priority updates, and direct staff to return with a final Strategic Plan priority update for consideration with the FY 2026–2027 Budget in June 2026.

**BACKGROUND**

The City Council Strategic Plan organizes City priorities around five strategic pillars:

1. **Effective, Accessible Governance**
2. **Vibrant Local Economy**
3. **Diverse, Inclusive Community**
4. **Enhanced Infrastructure, Mobility, and Water Resilience**
5. **Community Safety and Quality of Life**

The Strategic Plan is intended to guide City operations, policy decisions, departmental work plans, capital planning, and resource allocation. The plan also provides a structure for quarterly progress updates to the City Council using a status-tracking system to identify initiatives that are in progress, delayed, completed, or not yet started.

In March 2026, Department Heads participated in an internal strategic planning retreat to review ongoing projects and initiatives, update implementation priorities, and identify refinements to strengthen alignment, accountability, and measurable progress for FY 2026–2027. The resulting draft reflects staff’s recommended priority updates for the next fiscal year while preserving the existing Council-adopted framework.

**DISCUSSION**

**Quarter Three Progress Update**

Staff will first provide the City Council with a Quarter Three (January 1, 2026 - March 31, 2026) progress report in presentation format. The update will highlight accomplishments, current implementation status, delayed items, and major projects or initiatives requiring continued attention. The Quarter Three update is intended to support transparency and accountability by showing how current work aligns with the City Council’s adopted strategic pillars.

**FY 2026–2027 Priority Updates**

Following the Quarter Three report, staff will present the proposed FY 2026–2027 priority updates. These updates are intended to:

- Carry forward ongoing initiatives from the current Strategic Plan;
- Reflect updated project status and implementation needs;
- Add greater specificity to major City priorities;
- Align department work plans with the FY 2026–2027 Budget;
- Improve accountability, timelines, and measurable progress;
- Position the City for a more comprehensive post-election strategic planning process beginning in 2027.

The proposed updates include several notable refinements across the five pillars.

**Pillar 1: Effective, Accessible Governance**

Proposed updates strengthen the City’s focus on service delivery, technology, fiscal resilience, staff capacity, partnerships, and continuous improvement. New or refined priorities include ADA accessibility planning, cybersecurity, citywide management software implementation, a revenue diversification and cost-recovery analysis, grant and legislative advocacy, defense community partnerships, and a new focus area for accountability and continuous improvement.

**Pillar 2: Vibrant Local Economy**

Proposed updates make Pillar 2 more project-specific and better aligned with Seaside’s major economic development opportunities. Priority areas include Campus Town, the Seaside Grand Hyatt Hotel & Resort, Main Gate redevelopment, West Broadway Urban Village activation, tourism positioning, business retention and attraction, workforce development, and the development of a 5-Year Economic Development Action Plan guided by the General Plan.

**Pillar 3: Diverse, Inclusive Community**

Proposed updates strengthen the housing, cultural programming, and civic engagement components of the plan. Key priorities include Housing Element implementation, creation of a Housing Resource Playbook, rental assistance funding strategies, cultural programming, public art, local history, youth civic engagement, and stronger community identity.

**Pillar 4: Enhanced Infrastructure, Mobility, and Water Resilience**

Proposed updates broaden the prior infrastructure and water focus to include mobility and water resilience. Priority actions include recycled and reclaimed water, water credit strategy, municipal water reliability, General Jim Moore Boulevard right-of-way, the Broadway Avenue Complete Streets Project, a Sidewalk Master Plan, trash capture improvements, Climate Action Plan implementation, facilities maintenance, parks, and capital asset management.

**Pillar 5: Community Safety and Quality of Life**

Proposed updates sharpen the City’s focus on public safety, traffic safety, homelessness-related quality-of-life impacts, illegal fireworks, Fire Station No. 2 funding, recreation programming, older adult services, and clean, safe, well-maintained neighborhoods. The updates also clarify neighborhood improvement strategies related to property maintenance, nuisance properties, illegal dumping, unsafe conditions, and recurring complaints.

**FUTURE STRATEGIC PLANNING PROCESS**

The FY 2026–2027 priority update is not intended to replace a full multi-year strategic planning process. Instead, it serves as a one-year implementation update to maintain momentum, align with limited financial resources, and ensure current projects remain organized within the Council’s existing strategic framework.

Following the November 2026 election, staff anticipates initiating a more comprehensive multi-year strategic planning process beginning in January 2027. This future effort is intended to be more robust than prior planning efforts and would include Council visioning, department assessments, stakeholder mapping, community engagement,

fiscal capacity review, capital project prioritization, performance measures, communications planning, and an implementation matrix to guide future budget cycles and departmental work plans. A key component of the process will be translating the final plan into a clear public-facing narrative, visual branding framework, and communications strategy that strengthens Seaside’s identity, aligns community and regional partners, and helps residents, businesses, and stakeholders understand the City’s priorities, progress, and long-term direction.

**FISCAL IMPACT**

There is no direct fiscal impact associated with receiving the Quarter Three update or providing feedback on the proposed FY 2026–2027 priority updates.

However, many of the proposed priorities may require future funding, staff capacity, consultant support, grant pursuit, interagency coordination, or policy direction. Specific funding recommendations will be evaluated through the FY 2026–2027 Budget process, Capital Improvement Program, grant opportunities, and future City Council actions.

**STRATEGIC PRIORITY**

Effective Accessible Governance, Vibrant Local Economy, Diverse and Inclusive Community, Enhanced Physical Infrastructure & Abundant Water Supply, Community Safety & Quality of Life, Not Applicable

**ATTACHMENTS**

- 1. Seaside Strategic Plan 2026-27

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Reviewed for Submission to the City Council by:



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Greg McDanel, City Manager



# City Council Strategic Plan

## 2026-2027

# City Council Strategic Plan

## 2026-2027

The City of Seaside stands at a transformative moment—proud of our momentum, clear-eyed about our challenges, and energized by new leadership and renewed commitment to our shared vision.

Adopted in 2025, Seaside’s streamlined Strategic Plan centered five powerful priorities:



**PILLAR 1**  
EFFECTIVE, ACCESSIBLE GOVERNANCE (EAG)



**PILLAR 2**  
VIBRANT LOCAL ECONOMY (VLE)



**PILLAR 3**  
DIVERSE, INCLUSIVE COMMUNITY (DIC)



**PILLAR 4**  
ENHANCED PHYSICAL INFRASTRUCTURE &  
ABUNDANT WATER SUPPLY (EPIAWS)



**PILLAR 5**  
COMMUNITY SAFETY & QUALITY OF LIFE (CSQL)

For FY 2026-2027, the City is updating this plan as an internal implementation refresh to carry forward current priorities, sharpen near-term action items, and align department work plans with the upcoming budget cycle. A more comprehensive, multi-year strategic planning process is anticipated to begin in January 2027.

Over the past three years, Seaside’s departments have made meaningful progress across these priority areas, shifting major initiatives from planning into implementation. From continued momentum on Campus Town, to infrastructure progress supporting the Seaside Grand Hyatt Hotel & Resort, advancement of the Main Gate redevelopment process, public safety and infrastructure investments, expanded recreation programming, and stronger community partnerships, Seaside has demonstrated that focused priorities, dedicated staff, and strategic partnerships can deliver results even with limited resources.

Building on the City Council’s adopted Strategic Plan framework, Department Heads held an internal strategic planning retreat in March 2026 to review ongoing projects and initiatives, update implementation priorities, and identify refinements to strengthen alignment, accountability, and measurable progress in FY 2026–2027.



# Work Plan

The following list outlines the initiatives and projects that various City of Seaside Departments will undertake, as well as concepts to be explored during the **FY 2026–2027** internal implementation period, to advance the Council’s Strategic Pillars. This dynamic plan reflects the City’s commitment to progress and adaptability, allowing for additional projects and initiatives to be incorporated as community needs evolve. The Council will continue to reassess and refine these efforts as part of ongoing evaluations of the Strategic Plan or in response to emerging operational requirements.

To the right of each subgoal, you will find a list of impact factors, highlighting the critical elements necessary for successful goal achievement. Each goal will be accompanied by an indicator that identifies progress toward success. These impacts are defined as follows:

## **ONGOING**

Initiatives that require consistent attention, maintenance, or implementation over time to ensure sustained progress and impact.

## **PUBLIC ENGAGEMENT**

Initiatives that require significant outreach to, and input from, the public. This includes community meetings, stakeholder feedback, surveys, and other participatory planning efforts essential to the goal’s development or execution.

## **POLICY**

Applies to goals that will result in or require updates to municipal policy, ordinances, or regulatory frameworks. This may include adopting new rules, revising codes, or implementing standards aligned with city priorities.

## **CAPITAL PROJECT**

Refers to goals involving substantial physical infrastructure investments, including construction, renovation, or major equipment purchases.

## **PROGRAM**

Structured services or initiatives delivered by City departments to address specific needs, promote community well-being, or advance strategic priorities.

## **PLANNING**

Strategic or operational efforts involving research, studies, or strategic planning processes. This includes feasibility studies, master plans, needs assessments, and related analytical efforts to guide future decisions.

## **FUNDING**

Highlights that financial resources—such as grants, bond measures, or budget reallocations—are essential to the success of the goal. This includes identifying, securing, or allocating funds necessary to proceed.

## **EXTERNAL COLLABORATION**

Partnerships with outside organizations, agencies, or jurisdictions that enhance capacity, share resources, or align efforts for regional impact.



# Pillar 1: Effective, Accessible Governance (EAG)

Strengthen delivery of high quality, efficient & financially sound operations, and welcoming services for the community.

## 1.1 ENHANCE EFFECTIVE COMMUNICATION & SERVICE DELIVERY

Timely, proactive and responsive communication to enhance service for all citizens.

## 1.2 OPTIMIZE TECHNOLOGY TO STREAMLINE PROCESSES & OPERATIONS

Leverage technology to streamline processes, advance user friendly accessible services, operational efficiencies, and decision-making.

## 1.3 FORTIFY FISCAL HEALTH, RESILIENCE & STEWARDSHIP

Improve fiscal health and funding capacity through prudent planning and fiscal stewardship, including public-private partnerships, bond measures, grant-writing, and other approaches.

## 1.4 EMPOWER HIGH PERFORMANCE TALENT & CULTURE

Empower high performance talent, leadership, and organizational culture to retain and attract top talent.

## 1.5 DEVELOP COLLABORATIONS & PARTNERSHIPS

Develop collaborations and partnerships to advance community services and the City Mission, Vision, & Goals.

### CITY DEPARTMENTS LEADING THE WORK:



City Attorney



City Clerk



City Manager



Community Development



Economic Development



Finance



Fire Department



Human Resources



Information Technology



Police Department



Public Works



Recreation Department



## Pillar 1: Effective, Accessible Governance (EAG)

Strengthen delivery of high quality, efficient & financially sound operations, and welcoming services for the community.

### How Do We Achieve This Goal?

ONGOING	PUBLIC ENGAGEMENT	POLICY	CAPITAL PROJECT	PROGRAM	PLANNING	FUNDING	EXTERNAL COLLABORATION
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### 1.1 ENHANCE EFFECTIVE COMMUNICATION & SERVICE DELIVERY

Enhance timely, proactive and responsive communication and stellar service for all community members

Upgrade digital platforms, public notices, and customer-service tools to improve mobile access, multilingual access, user experience, and public engagement.

Strengthen civic trust by reducing response times to citizen inquiries and service requests.

Launch comprehensive public outreach campaigns annually, highlighting themes such as economic vitality, community pride, public safety, and civic participation.

Adopt cohesive multi-lingual communication standards for messaging.

Develop an ADA accessibility work plan that identifies near-term digital, facility, communication, and service-delivery improvements.


### 1.2 OPTIMIZE TECHNOLOGY TO STREAMLINE PROCESSES & OPERATIONS

Leverage technology to streamline processes, advance user friendly accessible services, operational efficiencies, and decision-making.

Deploy digital tools, emerging platforms, and practical AI tools to ensure faster, more transparent, accessible, and user-friendly processes for residents, businesses, and staff.

Leverage innovative financial technologies to modernize fee collection and revenue operations, improving efficiency while enhancing transparency, accessibility, and convenience for the public.

Complete a cybersecurity risk assessment and implement priority improvements for system security, backups, disaster recovery, staff training, and continuity of operations.

Implement a comprehensive digital library that enhances staff efficiency, promotes information accessibility, and supports long-term archival integrity.

Procure and begin phased implementation of a citywide management software solution to improve permitting, asset management, work orders, service requests, inspections, payments, project tracking, and interdepartmental workflows.

Translate evaluations, audits, assessments, and department findings into assigned process improvements, timelines, budget needs, and quarterly progress updates.




## Pillar 1: Effective, Accessible Governance (EAG)

Strengthen delivery of high quality, efficient & financially sound operations, and welcoming services for the community.

### How Do We Achieve This Goal?

ONGOING	PUBLIC ENGAGEMENT	POLICY	CAPITAL PROJECT	PROGRAM	PLANNING	FUNDING	EXTERNAL COLLABORATION
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### 1.3 FORTIFY FISCAL HEALTH, RESILIENCE & STEWARDSHIP

Improve fiscal health and funding capacity through prudent planning and fiscal stewardship, including public-private partnerships, bond measures, grant-writing, and other approaches.

Develop a comprehensive funding strategy for major infrastructure projects, including Fire Station No. 2, that evaluates grants, loans, bonds, capital funds, development-related revenues, and other financing tools.

Complete citywide fee study to align current rates with actual service delivery costs, and explore models that support diversified revenue streams.

Identify long-term capital improvement needs and grant funding opportunities.

Conduct a revenue diversification and cost-recovery analysis to evaluate sales tax, service fee, TOT, grant, public-private partnerships, and other funding options that support long-term fiscal sustainability.


### 1.4 EMPOWER HIGH PERFORMANCE TALENT & CULTURE

Empower high performance talent, leadership, and organizational culture to retain and attract top talent.

Recruit and retain qualified, mission-driven professionals to ensure alignment with current and future organizational and community needs.

Support professional development that fosters continuous learning, strengthens safety and field skills, builds cross-functional capacity, communication, and advances career growth.

Formalize an employee recognition program that celebrates positive contributions to the organization and community.

Evaluate staffing levels, succession planning needs, training gaps, and workload capacity in departments with expanding service, maintenance, permitting, public safety, and capital project responsibilities.




## Pillar 1: Effective, Accessible Governance (EAG)

Strengthen delivery of high quality, efficient & financially sound operations, and welcoming services for the community.

### How Do We Achieve This Goal?

ONGOING	PUBLIC ENGAGEMENT	POLICY	CAPITAL PROJECT	PROGRAM	PLANNING	FUNDING	EXTERNAL COLLABORATION
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## 1.5 DEVELOP COLLABORATIONS & PARTNERSHIPS

Develop collaborations and partnerships to advance community services and the City Mission, Vision, & Goals.

Expand partnerships with MPUSD, CSUMB, Monterey Peninsula College, and regional workforce agencies to support internships, youth career pathways, and public-sector workforce development.

Develop and implement the Chevron Fab Lab in collaboration with MPUSD, CSUMB and the Fab Foundation, to expand access to STEM education and workforce readiness.

Partner with community-based organizations, nonprofits, and neighborhood groups to expand outreach, volunteerism, civic engagement, recreation programming, and resident support services.

Champion a regional intergovernmental approach to address local governance opportunities and challenges through coordination with neighboring jurisdictions, regional agencies, Cal Cities, and relevant policy committees.

Strengthen town-gown coordination with CSUMB and MPC through regular leadership meetings focused on Campus Town, Main Gate, housing, transportation, workforce development, public safety, and shared economic development opportunities.

Develop a coordinated grant and legislative advocacy strategy to secure regional, state, and federal funding for identified priority projects.

Strengthen defense community partnerships with local, regional, and national partners to support military installations and missions, economic resilience, workforce development, infrastructure, housing, and quality of life.




## Pillar 2: Vibrant Local Economy (VLE)

Foster economic growth to further develop a vibrant, diversified, and sustaining local economy with greater economic mobility opportunity for our community members to flourish.



### 2.1 ACCELERATE MIXED-USE, COMMERCIAL & DESTINATION DEVELOPMENT

Advance priority development projects that expand housing, retail, hospitality, employment, tourism, and private investment opportunities.

### 2.2 ENHANCE BUSINESS RETENTION, ATTRACTION, TOURISM AND SMALL BUSINESS SERVICES

Strengthen services and partnerships that support business retention, attraction, tourism, entrepreneurship, small business growth, and high-wage industry development.

### 2.3 ADVANCE WORKFORCE DEVELOPMENT & CAREER PATHWAYS

Connect residents to quality jobs, career advancement, and long-term economic mobility through targeted partnerships and training.

#### CITY DEPARTMENTS LEADING THE WORK:



City Attorney



City Manager



Community Development



Economic Development



Public Works



Recreation Department

## Pillar 2: Vibrant Local Economy (VLE)



Foster economic growth to further develop a vibrant, diversified, and sustaining local economy with greater economic mobility opportunity for our community members to flourish.

### How Do We Achieve This Goal?

ONGOING	PUBLIC ENGAGEMENT	POLICY	CAPITAL PROJECT	PROGRAM	PLANNING	FUNDING	EXTERNAL COLLABORATION
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### 2.1 ACCELERATE MIXED-USE, COMMERCIAL & DESTINATION DEVELOPMENT

Advance priority development projects that expand housing, retail, hospitality, employment, tourism, and private investment opportunities.

Advance Campus Town milestones for all phases through regular development coordination meetings, infrastructure coordination, retail recruitment, hotel operator outreach, and site-control efforts for properties as feasible.

Process foundation and vertical development permits necessary to maintain Campus Town construction momentum.

Secure retail opportunities and hospitality partners that strengthen Campus Town as a mixed-use destination adjacent to CSUMB and Cardinale Stadium.

Support the development of the Grand Hyatt Seaside Resort to elevate the local tourism economy and expand hospitality-driven commercial growth.

Complete due diligence with the selected Main Gate developer and advance a transformative mixed-use plan addressing public input, environmental review, appraisal work, site planning, retail, hospitality, housing, and connections to CSUMB, Cardinale Stadium, and surrounding areas.

Activate the West Broadway Urban Village by amending the Specific Plan as necessary, evaluating targeted incentives, integrating California Main Street principles, supporting additional events and public art, and attracting investment that creates a vibrant, walkable district.


### 2.2 ENHANCE BUSINESS RETENTION, ATTRACTION, TOURISM, AND SMALL BUSINESS SERVICES

Strengthen services and partnerships that support business retention, attraction, tourism, entrepreneurship, small business growth, and high-wage industry development.

Develop a 5-Year Economic Development Action Plan guided by the General Plan and informed by data-driven market analysis and demographic insights, to support targeted business recruitment, retention, tourism, and workforce development.

Implement tourism initiatives that identify, brand, and promote Seaside's local assets, natural beauty, cultural identity, sports and recreation opportunities, hospitality destinations, and regional partnerships to attract visitors and drive sustainable economic growth.

Provide targeted resources, outreach, and support services to help small businesses thrive and strengthen the local economy.

Partner with C-JOBS, See Monterey, local businesses, hotel operators, CSUMB, MBFC, and regional tourism partners to position Seaside as a visitor-serving and destination-oriented community.

Create a local business ambassador program to support business retention, welcome new businesses, identify business needs early, and strengthen communication between the City and business community.




## Pillar 2: Vibrant Local Economy (VLE)

Foster economic growth to further develop a vibrant, diversified, and sustaining local economy with greater economic mobility opportunity for our community members to flourish.

### How Do We Achieve This Goal?

ONGOING	PUBLIC ENGAGEMENT	POLICY	CAPITAL PROJECT	PROGRAM	PLANNING	FUNDING	EXTERNAL COLLABORATION
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## 2.3 ADVANCE WORKFORCE DEVELOPMENT & CAREER PATHWAYS

Connect residents to quality jobs, career advancement, and long-term economic mobility through targeted partnerships and training.

Strengthen workforce partnerships to expand youth-focused training for the jobs of tomorrow.

Develop programs to equip residents with the skills and training needed to access future-ready, high-quality jobs across diverse industries.

Foster workforce partnerships with higher education and regional trade industries to create career pathways.

Survey businesses and organizations to identify current and future workforce needs.

Develop workforce programs through the Chevron Fab Lab and related partnerships to support STEM, skilled trades, digital fabrication, entrepreneurship, youth training, and future-ready career pathways.


DRAFT



# Pillar 3: Diverse, Inclusive Community (DIC)

Advance cultural vibrancy and belonging by advancing housing affordability, honoring Seaside’s rich diversity, and ensuring all community members have ample opportunity to participate in civic life and contribute to wellbeing for all.



## 3.1 ADVANCE HOUSING AFFORDABILITY, HOUSING ACCESS, AND HOUSING ELEMENT IMPLEMENTATION

Advance housing access, affordability, and Housing Element implementation across public and private housing opportunities.

## 3.2 EXPAND CULTURAL PROGRAMMING, COMMUNITY IDENTITY, AND BELONGING

Celebrate Seaside’s culture through events, arts, and programs that build belonging, connection, and civic pride.

## 3.3 FOSTER GREATER CIVIC ENGAGEMENT

Strengthen civic participation, local leadership, and community connection.

### CITY DEPARTMENTS LEADING THE WORK:



City Attorney



City Clerk



City Manager



Community Development



Economic Development



Finance



Fire Department



Human Resources



Information Technology



Police Department



Public Works



Department



### Pillar 3: Diverse, Inclusive Community (DIC)

Advance cultural vibrancy and belonging by advancing housing affordability, honoring Seaside’s rich diversity, and ensuring all community members have ample opportunity to participate in civic life and contribute to wellbeing for all.

### How Do We Achieve This Goal?

ONGOING	PUBLIC ENGAGEMENT	POLICY	CAPITAL PROJECT	PROGRAM	PLANNING	FUNDING	EXTERNAL COLLABORATION
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### 3.1 ADVANCE HOUSING AFFORDABILITY, HOUSING ACCESS, AND HOUSING ELEMENT IMPLEMENTATION

Advance housing access, affordability, and Housing Element implementation across public and private housing opportunities.

Evaluate and expand opportunities to accelerate affordable, workforce, and mixed-income housing development on public, partner-owned, and private properties.

Develop a Housing Resource Playbook to guide affordable, workforce, and mixed-income housing efforts through funding tools, development pathways, partnerships, incentives, and policy options.

Identify new funding sources, partnerships, and program models to sustain and expand the Rental Assistance Program for residents.

Strengthen partnerships with affordable housing focused entities (i.e. Seaside Housing Collaborative).


### 3.2 EXPAND CULTURAL PROGRAMMING, COMMUNITY IDENTITY, AND BELONGING

Celebrate Seaside’s culture through events, arts, and programs that build belonging, connection, and civic pride.

Create engagement strategies to amplify awareness, participation, and pride in local cultural events.

Partner with community organizations to expand cultural programs that celebrate Seaside’s diversity and strengthen civic pride.

Establish a permanent, publicly accessible location to preserve and showcase the City’s historical archives.

Connect cultural programming, public art, special events, tourism, and West Broadway activation to strengthen Seaside’s identity and community pride.


### 3.3 FOSTER GREATER CIVIC ENGAGEMENT

Strengthen civic participation, local leadership, and community connection

Design and launch programs that inspire civic participation and local leadership.

Enhance existing community centered programs that educate, empower, and activate citizens (i.e Police & Fire Cadet programs).

Increase youth civic engagement through targeted programs, internships, and leadership development opportunities.




## Pillar 4: Enhanced Infrastructure, Mobility, & Water Resilience (EIMWR)

Invest in infrastructure, mobility, and water systems that support safety, sustainability, and long-term community vitality.



### 4.1 EXPAND WATER INFRASTRUCTURE, RECYCLED WATER, AND SUPPLY RESILIENCE

Strengthen water infrastructure, expand recycled and reclaimed water use, and improve long-term supply reliability and resilience.

### 4.2 ENHANCE SAFE STREETS, MOBILITY AND ACCESSIBILITY

Enhance safe streets, mobility, and accessibility.

### 4.3 ADVANCE SUSTAINABILITY AND STORMWATER QUALITY

Protect environmental quality through sustainability, stormwater, and resource conservation efforts.

### 4.4 MAINTAIN INFRASTRUCTURE, PARKS, PUBLIC FACILITIES AND CITY ASSETS

Sustain safe, accessible, and reliable infrastructure, parks, facilities, and City assets.

CITY DEPARTMENTS  
LEADING THE WORK:



City Attorney



City Manager



Economic  
Development



Community  
Development



Finance



Public Works



## Pillar 4: Enhanced Infrastructure, Mobility, & Water Resilience (EIMWR)

Invest in infrastructure, mobility, and water systems that support safety, sustainability, and long-term community vitality.

### How Do We Achieve This Goal?

ONGOING	PUBLIC ENGAGEMENT	POLICY	CAPITAL PROJECT	PROGRAM	PLANNING	FUNDING	EXTERNAL COLLABORATION
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## 4.1 EXPAND WATER INFRASTRUCTURE, RECYCLED WATER AND SUPPLY RESILIENCE

Strengthen water infrastructure, expand recycled and reclaimed water use, and improve long-term supply reliability and resilience.

Develop strategic partnerships and agreements to ensure long term water stability, including recycled water, reclaimed water, conservation, groundwater reliability, water credit strategy, and regional supply coordination.

Modernize and expand aging water infrastructure.

Implement green infrastructure and stormwater management projects that maximize rainwater capture, enhance infiltration, and support long-term recharge of the Seaside Groundwater Basin.

Increase the use of recycled and reclaimed water to preserve limited potable water supplies and support future development capacity.

Evaluate opportunities to claw back, replace, or offset limited potable water supply through surplus recycled water, conservation, infrastructure improvements, and regional partnerships.

Secure an additional water well for the Seaside Municipal Water System to improve reliability and meet applicable state requirements.


## 4.2 ENHANCE SAFE STREETS, MOBILITY AND ACCESSIBILITY

Enhance safe streets, mobility, and accessibility.

Review and assess public parking capacity in the West Broadway Urban Village.

Develop and implement a pavement management strategy for timely repairs and maintenance of all public right-of-ways.

Address ADA upgrades and transit enhancements for pedestrians and bicyclists safety.

Secure right-of-way for General Jim Moore Boulevard future improvements.

Develop a Sidewalk Master Plan that inventories sidewalk gaps, ADA barriers, Safe Routes to School needs, and priority pedestrian connections.

Bid, award, and begin construction of the Broadway Avenue Complete Streets Project, with regular updates to affected businesses, residents, stakeholders, and general public.




## Pillar 4: Enhanced Infrastructure, Mobility, & Water Resilience (EIMWR)

Invest in infrastructure, mobility, and water systems that support safety, sustainability, and long-term community vitality.

### How Do We Achieve This Goal?

ONGOING	PUBLIC ENGAGEMENT	POLICY	CAPITAL PROJECT	PROGRAM	PLANNING	FUNDING	EXTERNAL COLLABORATION
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## 4.3 ADVANCE SUSTAINABILITY AND STORMWATER QUALITY

Protect environmental quality through sustainability, stormwater, and resource conservation efforts.

Implement recommendations from the Climate Action Plan.

Conduct a Comprehensive Energy Audit of city facilities to identify potential for energy efficiency, sustainability, infrastructure renewal, and other improvements.

Expand access to clean transportation by installing EV charging infrastructure in high-traffic and underserved areas.

Design and implement improvements to coastal-facing, stormwater, and climate-vulnerable infrastructure.

Identify and secure funding for the design of trash capture improvements and related stormwater quality infrastructure to meet state requirements.


## 4.4 MAINTAIN INFRASTRUCTURE, PARKS, PUBLIC FACILITIES, AND CITY ASSETS

Sustain safe, accessible, and reliable infrastructure, parks, facilities, and City assets.

Modernize and upgrade aging public facilities, including ADA accessibility, safety, energy efficiency, customer-service functionality, and long-term maintenance needs.

Revitalize and sustain City parks, open spaces, landscaping, trails, and recreation assets through coordinated maintenance, capital planning, partnerships, and funding strategies.

Develop a Capital Asset Management and replacement plan.

Improve major corridors with refreshed streetscapes, gateway signage, wayfinding, landscaping, lighting, public art, and beautification projects that elevate community pride and strengthen Seaside's identity.

Increase maintenance workforce capacity, contract support, equipment, and funding to keep pace with City-owned properties, parks, buildings, streets, sidewalks, stormwater facilities, landscaping, and infrastructure.




## Pillar 5: Community Safety & Quality of Life (CSQL)

**Protect and uplift community well-being through proactive public safety, engaged and connected community members and neighborhoods, and enriched environments that support a thriving, healthy Seaside.**



### **5.1 ENHANCE PUBLIC SAFETY, CRIME REDUCTION & EMERGENCY PREPAREDNESS**

Advance safer neighborhoods through crime reduction, traffic safety, emergency readiness, and community engagement.

### **5.2 DELIVER HIGH QUALITY RECREATION SERVICES & AMENITIES**

Strengthen recreation programs, facilities, partnerships, and amenities that support community health and quality of life.

### **5.3 PROMOTE CLEAN, SAFE & WELL-MAINTAINED NEIGHBORHOODS**

Strengthen neighborhood quality of life through code enforcement, property maintenance, nuisance abatement, beautification, and consistent standards.

#### **CITY DEPARTMENTS LEADING THE WORK:**



City Attorney



City Manager



Economic Development



Public Works



Community Development



Recreation Department



Police Department



Fire Department



## Pillar 5: Community Safety & Quality of Life (CSQL)

Protect and uplift community well-being through proactive public safety, engaged and connected community members and neighborhoods, and enriched environments that support a thriving, healthy Seaside.

### How Do We Achieve This Goal?

ONGOING	PUBLIC ENGAGEMENT	POLICY	CAPITAL PROJECT	PROGRAM	PLANNING	FUNDING	EXTERNAL COLLABORATION
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## 5.1 ENHANCE PUBLIC SAFETY, CRIME REDUCTION & EMERGENCY PREPAREDNESS

Advance safer neighborhoods through crime reduction, traffic safety, emergency readiness, and community engagement.

Strengthen collaborations with regional safety, emergency response, homelessness response, traffic safety, fire prevention, and public health partners.

Establish a Police volunteer program to strengthen community safety capacity.

Continue architectural design and develop a funding roadmap for Fire Station No. 2, including grants, loans, bonds, capital project funds, development-related funding, and partnerships.

Review and prioritize public safety related technology, training, equipment, fleet, and facility needs through the annual budget and capital improvement process.

Address homelessness-related nuisance and quality-of-life impacts through coordinated outreach, service referrals, enforcement, encampment response, code enforcement, regional partnerships, and legally appropriate public-space management.

Continue refinement of illegal fireworks reduction strategies that include education, reporting tools, enforcement planning, regional coordination, and post-event evaluation.

Expand targeted traffic enforcement and collision-reduction efforts using collision data, priority corridors, neighborhood complaints, engineering coordination, and public education.


## 5.2 DELIVER HIGH QUALITY RECREATION SERVICES & AMENITIES

Strengthen recreation programs, facilities, partnerships, and amenities that support community health and quality of life.

Expand Youth Leadership through skill-building and mentorship programs.

Enhance after-school offerings through collaborations and partnerships that support diverse and interest-based programs.

Coordinate recreation programming with youth development, older adult services, community health, tourism, outdoor recreation, and neighborhood activation goals.

Strengthen quality of life for older adults by expanding inclusive programs, services, and engagement opportunities that support active aging, social connection, and lifelong well-being.

Implement goals and strategies outlined in the 2024 Parks & Recreation Master Plan.




## Pillar 5: Community Safety & Quality of Life (CSQL)

Protect and uplift community well-being through proactive public safety, engaged and connected community members and neighborhoods, and enriched environments that support a thriving, healthy Seaside.

### How Do We Achieve This Goal?

ONGOING	PUBLIC ENGAGEMENT	POLICY	CAPITAL PROJECT	PROGRAM	PLANNING	FUNDING	EXTERNAL COLLABORATION
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## 5.3 PROMOTE CLEAN, SAFE & WELL-MAINTAINED NEIGHBORHOODS

Strengthen neighborhood quality of life through code enforcement, property maintenance, nuisance abatement, beautification, and consistent standards.

Adopt the 2025 Title 24 California Code of Regulations to reinforce commitment to energy efficiency, sustainability, and climate resilience.

Update Zoning Ordinance to Align with the 2040 General Plan Vision.

Launch targeted data-driven initiatives, funding tools, and outreach campaigns, and enforcement strategies that promote property upkeep, improve housing conditions, reduce nuisance impacts, and support clean, safe neighborhoods.

Align zoning, planning, and code enforcement with clear, equitable standards that reflect current community needs.

Develop coordinated neighborhood improvement strategies for property maintenance, abandoned or nuisance properties, illegal dumping, unsafe conditions, homelessness-related impacts, and recurring neighborhood complaints.


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# Implementation Overview

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## STRATEGIC IMPLEMENTATION

The City of Seaside Strategic Plan **FY 2026-2027** is a living document—intended to remain dynamic, relevant, and adaptable as community needs evolve. It reflects a clear vision for Seaside’s future while allowing flexibility in implementation as priorities shift or new challenges emerge. **This plan will guide City operations, policy decisions, departmental work plans, budget recommendations, capital planning, and the allocation of limited resources throughout FY 2026–2027.**

## MONITORING PROGRESS

To ensure transparency and momentum, the City of Seaside will provide quarterly updates to the City Council on implementation progress. These updates will include a color-coded tracking system to reflect the status of each initiative:

- In Progress (show blue dot)
- Delayed (show yellow dot)
- Completed (show green dot)
- Not Yet Started (show hollow/white dot)

This visual approach supports a shared understanding of project timelines and accountability across departments and with the community.

## PREPARING FOR THE NEXT MULTI-YEAR STRATEGIC PLAN

Following the November 2026 election, the City anticipates a more comprehensive strategic planning process to establish future multi-year priorities. That process should include Council visioning, department assessments, public engagement, stakeholder input, fiscal capacity review, capital project prioritization, performance measures, and alignment with future budget cycles.

## STAY CONNECTED & PROVIDE INPUT

The Strategic Plan represents a collaborative effort—and your input matters. Community members are encouraged to stay engaged and help shape Seaside’s progress through ongoing dialogue and feedback.

### If you have questions or ideas about the Strategic Plan, please contact:

City Manager’s Office  
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 Phone: (831) 899-6700  
 Website: [www.ci.seaside.ca.us](http://www.ci.seaside.ca.us)

