



A G E N D A

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, June 4, 2026
5:00 PM

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

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

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

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

7. PRESENTATIONS

A. 4TH OF JULY PUBLIC SAFETY OPERATIONAL PLAN

8. CONSENT AGENDA

A. APPROVE MINUTES FROM APRIL 16, 2026

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of April 18, 2026 through May 01, 2026, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period of April 30, 2026. Total Accounts Payable and Payroll for the above referenced period is \$2,759,417.10.

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of April 18, 2026 through May 01, 2026, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period April 30, 2026. Total Accounts Payable and Payroll for the above referenced period is \$2,016.14.

D. APPROVE A PROCLAMATION RECOGNIZING JUNE 2026, AS ALZHEIMER'S AND BRAIN AWARENESS MONTH IN THE CITY OF SEASIDE

RECOMMENDATION: Approve proclamation.

E. APPROVE A PROCLAMATION RECOGNIZING JULY 4, 2026, AS INDEPENDENCE DAY IN THE CITY OF SEASIDE

RECOMMENDATION: Approve proclamation.

F. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM BOOSTERS AT RISING STARS TO ASSIST WITH THE COSTS ASSOCIATED WITH EXPENSES FOR TRAVEL TO THE NATIONAL GYMNASTICS CHAMPIONSHIPS IN ORLANDO, FLORIDA ON JUNE 5–8, 2026

RECOMMENDATION: Approve the request.

G. APPROVE CO-SPONSORSHIP AND FEE WAIVER FROM LOWER BROADWAY BUSINESSES FOR COSTS ASSOCIATED WITH THE SECOND ANNUAL SEASIDE MUSIC FESTIVAL

RECOMMENDATION: Approve the co-sponsorship and fee waiver request.

H. AUTHORIZE THE SALE AND TRANSFER OF RETIRED SEASIDE POLICE DEPARTMENT K-9 ZHERO TO SERGEANT DAVID DILLON FOR ONE DOLLAR

RECOMMENDATION: Approve the sale and transfer of retired Seaside Police Department K-9 Zhero.

I. APPROVE APPOINTMENTS TO CITY COMMISSIONS

RECOMMENDATION: Approve the appointment of Alice Aguillon (Parks & Recreation Commission), Nichole Munoz (Parks & Recreation Commission), and Davene Myers (Neighborhood Improvement Commission).

J. ADOPT A RESOLUTION APPROVING THE CONTRACTUAL 3.35% ANNUAL RATE ADJUSTMENT FOR GREENWASTE RECOVERY SOLID WASTE, RECYCLING, AND ORGANICS COLLECTION SERVICES, EFFECTIVE JULY 1, 2026

RECOMMENDATION: Approve the contractual annual index-based rate adjustment for GreenWaste Recovery services.

K. ADOPT A RESOLUTION APPROVING FISCAL YEAR 2026-2027 AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING WITH REGEN MONTEREY AND MEMBER AGENCIES FOR SENATE BILL 1383 COMPLIANCE ACTIVITIES

RECOMMENDATION: Approve Fiscal Year 2026-2027 amendments to the Memorandum of Understanding with ReGen Monterey and participating member agencies.

L. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF DEL MONTE AVENUE TO THROUGH TRAFFIC FROM TIOGA AVENUE TO THE BEGINNING OF THE GRANITE ROCK BUILDING FOR THE CLASSIC PORSCHE EVENT ON AUGUST 10, 2026

RECOMMENDATION: Permit the closure of Del Monte Avenue.

M. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT FOR AFTER-SCHOOL RECREATION PROGRAMMING AT THE DUAL LANGUAGE ACADEMY OF THE MONTEREY PENINSULA DURING THE 2026-27 SCHOOL YEAR

RECOMMENDATION: Approve the agreement.

N. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE-YEAR MAINTENANCE SERVICES AGREEMENT WITH HOPE SERVICES FOR PARK AND PUBLIC AREA MAINTENANCE IN AN AMOUNT NOT TO EXCEED \$158,417.50

RECOMMENDATION: Approve maintenance service agreement.

O. ADOPT A RESOLUTION APPROVING A BUDGET AMENDMENT TO INCREASE APPROPRIATIONS IN SPECIAL REVENUE FUND ACCOUNT 221-61-20-8184 TO COVER ANNUAL PROFESSIONAL SERVICES EXPENDITURES ASSOCIATED WITH PUBLIC SAFETY TECHNOLOGY AND EQUIPMENT EXPENSE IN THE AMOUNT OF \$125,709.06

RECOMMENDATION: Adopt the proposed resolution.

9. PUBLIC HEARING

A. AN ORDINANCE TO AMEND CHAPTER 17.40 OF THE SEASIDE MUNICIPAL CODE TO ALLOW ELECTRONIC MESSAGE DISPLAY SIGNS FOR PLACES OF WORSHIP AND PUBLIC AND PRIVATE MEETING FACILITIES ON LOCAL STREETS. THIS ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: Conduct first reading and open public hearing.

B. AN ORDINANCE TO AMEND SECTION 17.52.230 OF THE SEASIDE MUNICIPAL CODE TO CREATE CONSISTENCY BETWEEN THE MUNICIPAL CODE AND CALIFORNIA LAW REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS. THIS ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 21080.17 OF THE PUBLIC RESOURCES CODE (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: Conduct first reading and open public hearing.

C. AN ORDINANCE TO AMEND CHAPTER 9.12 OF THE SEASIDE MUNICIPAL CODE TO CLARIFY NOISE ORDINANCE APPLICABILITY TO PERMITTED USES. THIS ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION: Conduct first reading and open public hearing.

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING THE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATION TO APPROVE CHANGING CONTRA COSTA TO ONE WAY SOUTHBOUND AND APPROVE BY RESOLUTION TO ADD CONTRA COSTA TO ONE-WAY SOUTHBOUND STREET LIST IN SMC.10.30.010.B

RECOMMENDATION: Approve change to street list.

B. ADOPT A RESOLUTION APPROVING THE COMMUNITY SOCIAL SERVICES GRANT PROGRAM POLICY

RECOMMENDATION: Adopt a resolution approving the Community Social Services Grant Program Policy.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Request for PG&E to provide a presentation and update regarding power outages in Seaside (Garcia-Arrazola)

B. FOLLOW UP ON PREVIOUS REQUESTS

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

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

13. CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

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

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

Executive Employees, Unclassified Exempt Employees, and Unclassified Non-Exempt Employees

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

Monterey County Superior Court Case No. 24CV003912
Case Name: Fontes v City of Seaside

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

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
June 18, 2026
5:00 PM

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

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

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



CITY OF SEASIDE STAFF REPORT

Item No.: 7.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Nick Borges, Police Chief
Matthew Doza, Sergeant

DATE: June 4, 2026

SUBJECT: 4TH OF JULY PUBLIC SAFETY OPERATIONAL PLAN

RECOMMENDATION

Receive a presentation regarding the City of Seaside's 2026 4th of July Public Safety Operational Plan.

BACKGROUND

The City of Seaside maintains a zero-tolerance approach to the possession and use of illegal fireworks. In coordination with the Seaside Fire Department, the Seaside Police Department has developed a Fourth of July Public Safety Operational Plan focused on public education, deterrence, enforcement, emergency response, and the protection of residents, visitors, and property.

The operational plan includes the following components:

Public Education and Community Awareness

In advance of the Fourth of July holiday, the Seaside Police Department will conduct a public awareness campaign regarding the dangers and legal consequences associated with illegal fireworks. Outreach will include social media messaging, informational media releases, and portable message boards placed along major thoroughfares. These efforts will continue through the holiday period.

The Police Department will also utilize its Flock firework detection network to identify areas experiencing suspected illegal fireworks activity in the weeks leading up to July 4. This information will be used to guide enforcement deployment and targeted educational outreach regarding applicable City and State fireworks laws. In addition, the

City Manager's Office will mail informational notices to areas identified as having elevated fireworks activity during the 2025 holiday period.

Enforcement Operations

Police officers have been directed to enforce fireworks-related violations under the City's zero-tolerance approach to illegal fireworks. Violations observed by officers, or supported by sufficient evidence obtained through investigation, may result in citations or other appropriate enforcement action.

Staff anticipates an increase in fireworks-related calls for service in the period leading up to and immediately following July 4. To respond to this anticipated activity, additional police officers will be assigned during the week preceding the holiday and for one week following the holiday, or longer as operationally necessary.

On July 4, two designated enforcement teams will operate during daytime and evening hours. The teams will include command staff and two sergeants, each supervising assigned police officers focused on fireworks suppression and related calls for service. The Records Division will also provide additional staffing on July 4 to assist with the anticipated call volume and administrative support associated with fireworks enforcement.

Fire Department Operations

The Seaside Fire Department will coordinate with the Police Department throughout the holiday enforcement period. The Fire Department will deploy drones, as appropriate and consistent with applicable law and City policy, to monitor publicly accessible areas for fire safety hazards and to assist in documenting suspected illegal fireworks activity. Any video or other information obtained may be used by the Police Department as part of its investigation and enforcement efforts.

The Fire Department will also staff an additional engine to respond to emergency calls and fires associated with fireworks activity.

Community Reporting and Tip Lines

The Seaside Police Department will monitor its social media platforms for information concerning illegal fireworks possession or use. Information received from the public will be evaluated and, when actionable, may be used to support enforcement activities and the issuance of citations.

The City will also publicize dedicated phone and text options for reporting illegal fireworks activity. Community members are encouraged to provide identifying information when possible, particularly when their cooperation may be necessary to support enforcement action; however, anonymous reports will also be accepted.

Illegal Fireworks Reporting Hotlines

831-899-6756
831-899-6748

Non-Emergency Dispatch

831-394-6811

Text Reporting Option

831-242-0435

Illegal Fireworks Collection and Disposal

The Seaside Police Department will coordinate with the Seaside Fire Department regarding the safe collection, handling, and disposal of fireworks seized or voluntarily surrendered during the operational period.

FISCAL IMPACT

There is no additional fiscal impact associated with this presentation. Costs associated with implementation of the 4th of July Public Safety Operational Plan, including additional Police and Fire Department staffing, public outreach, and related operational expenses, are anticipated to be absorbed within the departments' existing approved budget appropriations.

STRATEGIC PRIORITY

Community Safety & Quality of Life

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, April 16, 2026
5:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held for invocation. The pledge of allegiance was led by Mayor Pro Tem/Vice Chair Pacheco.

4. REVIEW OF AGENDA

Closed session item 13A – Labor with negotiators was removed from the agenda.

5. PUBLIC COMMENT

Regina Mason, Tiffinie Meyer, Peter Kaiser, Karla Lobo

6. PUBLIC AGENCY COMMUNICATIONS

Megan Range, PG&E Government Relations, introduced herself to the council and community as the new representative.

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

The following events and announcements were shared:

- Experience Seaside through a new lens. Join us Friday, April 17 at 6 PM at the Oldemeyer Center for the Facing Seaside Photo Exhibition. Come support local youth as they showcase powerful stories through photography.
- Mark your calendar for Sunday, April 19! Celebrate 50 years of Laguna Grande AND Seaside's Earth Day—all in one day. Free, family-friendly fun from 10 AM to 4 PM. Don't miss it!
- Seaside, it's Earth Day—our way. Join us April 19 from 1 to 4 PM at Laguna Grande Lakeside. Music, community, and green energy—come celebrate with us!
- Thursdays mean Farmers Market time! Stop by Laguna Grande Park from 3 to 7 PM. Fresh produce, local goods, and community vibes—don't miss it.

- Get outside with FOSPA! Join park cleanups on April 18 and 25—plus the Park Circuit Challenge on May 2. Visit multiple parks, win prizes, and enjoy the day. Let's move, Seaside!
- Seaside, let's clean up! Join us April 25 from 8:30 to noon. Drop off unwanted items at designated locations across the city. Come early—once bins are full, they're gone!
- Calling all artists! Apply for the Utility Box Art Program by April 26. Selected artists receive a \$500 stipend to bring creativity to our streets. Apply now and leave your mark!
- Business owners—protect your hustle. Join a free online workshop on April 24 from 10 to 11 AM. Learn simple, practical ways to keep your business safe online.
- Know a young adult ready to level up? Apply for a paid Aviation Manufacturing Internship with Joby Aviation. Ages 18 to 24—deadline is April 24. Real skills. Real experience. Real opportunity.
- Seaside, your summer starts now! Join the Park Circuit Challenge on May 2, then Art, Blooms & Beats on June 20. Good vibes, music, and community—don't miss it!
- Youth of Seaside—this is your moment. Join the Mind Shift Youth Summit on May 2 from 8 to 4. Workshops, free food, music, prizes, and more. Register now—first 15 get a \$50 gift card!

The City Manager provided the following comments:

Continued traffic impacts on General Jim Moore Blvd while Cal-Am continues construction in the road. The project is expected to continue until July.

7. PRESENTATIONS

A. CENTRAL COAST HIGH SCHOOL UPDATE (COLLEGE & CAREER SPECIALIST, KIMBERLY MOIR AND COMMUNITY SCHOOL COORDINATOR, CHANTELE CAFFERATA)

Representatives from Central Coast High School provided an overview of their community school model, highlighting programs designed to increase student engagement through real-world learning opportunities. The presentation emphasized workforce development initiatives such as auto detailing, HVAC certification, internships, and mentorship programs, as well as supportive services including food distribution and social-emotional learning. Future plans include expanding student-run businesses and career pathway programs to further prepare students for post-graduation success.

B. ORGANICS PROCESSING AND HAULER UPDATES (EMILY AURANGZEB, GREENWASTE ENVIRONMENTAL OUTREACH COORDINATOR)

A presentation was provided on organic waste diversion efforts in compliance with Senate Bill 1383, including the environmental impacts of landfill methane emissions and the importance of proper organics separation. The speaker outlined local outreach campaigns, composting processes, and accepted materials for green waste

bins, along with practical tips for residents to reduce contamination and improve participation.

C. MONTAGE HEALTH ONGOING WORK & NEW INITIATIVES (MIKE MCDERMOTT, MONTAGE HEALTH CHIEF EXECUTIVE OFFICER)

The President and CEO of Montage Health presented an overview of healthcare services and community partnerships, focusing on improving access to primary, specialty, and urgent care services across the region. The presentation also highlighted workforce development efforts, new medical services including stroke care, and ongoing community benefit programs supporting local organizations and underserved populations.

8. CONSENT AGENDA

Items Pulled: 8H, 8J

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

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED

C. APPROVE A PROCLAMATION RECOGNIZING MAY 1, 2026, AS LAW DAY

ACTION: APPROVED

D. APPROVE A PROCLAMATION RECOGNIZING MAY 3-9, 2026, AS PROFESSIONAL MUNICIPAL CLERK'S WEEK

ACTION: APPROVED

E. APPROVE A PROCLAMATION RECOGNIZING MAY 3-9, 2026, AS SMALL BUSINESS WEEK

ACTION: APPROVED

F. APPROVE A PROCLAMATION RECOGNIZING THE 50TH ANNIVERSARY OF THE LAGUNA GRANDE JOINT POWERS AGENCY

ACTION: APPROVED

G. APPROVE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) REPORT COVERING ACTIVITIES FROM JANUARY THROUGH MARCH 2026

ACTION: APPROVED

H. APPROVE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATION TO INSTALL 2-HOUR PARKING ALONG TERRACE AVE

The item was pulled from the consent agenda.

On motion by Council/Agency Member Garcia-Arrazola and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to install 2-hour parking along Terrace Ave.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

I. APPROVE THE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATION TO INSTALL PERPENDICULAR PARKING IN BROADWAY ALLEY

ACTION: APPROVED

J. APPROVE THE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATION OF INSTALLATION OF PERMANENT STREET SWEEPING/ NO PARKING SIGNS ON SAN PABLO AND LA SALLE

The item was pulled from the consent agenda.

PUBLIC COMMENT: Regina Mason, Veshawndus Lebeouf

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency to install permanent street sweeping/no parking signs on San Pablo and La Salle Avenues.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

K. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2026 CITYWIDE CDBG ADA CURB RAMP PROJECT AND AWARDDING A CONSTRUCTION AGREEMENT TO JMS CEMENT CONTRACTORS INC. FOR AN AMOUNT NOT TO EXCEED \$250,000.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$287,250.00

ACTION: ADOPTED RESO #26-31

9. PUBLIC HEARING

A. 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 (FIRST READING-ROLL CALL VOTE)

The Public Works Director presented a proposed ordinance amendment to Section 10.30.010 of the Seaside Municipal Code to allow the designation, modification, and removal of one-way streets by resolution rather than by ordinance. The presentation explained that the current ordinance process requires two readings and a delayed effective date, resulting in a 44–51-day timeline, whereas resolutions would allow changes to take effect immediately upon Council approval and signage updates. The proposed change is intended to improve administrative efficiency while maintaining City Council oversight. Staff recommended approval of the ordinance amendment.

PUBLIC COMMENT: Tiffinie Meyer, Karla Lobo

On motion by Council/Agency Member Garcia-Arrazola and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following roll call vote, the City Council/Successor Agency to approve for a seconding reading of the ordinance, with a requirement for a 10-day notice to impacted residents and businesses.

RESULT: 4-1-0-0

AYES: Burks, Garcia-Arrazola, Oglesby, Pacheco

NOES: Miller

ABSTAIN: None

ABSENT: None

ACTION: 2nd Reading at the May 7, 2026, City Council Meeting

10. BUSINESS ITEMS

A. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM SOLID NATION CO TO ASSIST WITH THE COSTS

ASSOCIATED WITH EQUIPMENT, UNIFORMS, TRANSPORTATION, AND ESSENTIAL PROGRAM SUPPLIES FOR THEIR YOUTH & COMMUNITY PROGRAM

Staff presented a request to approve a \$3,000 contribution from the Mayor's Youth Fund to Solid Nation Co. to support youth sports and community programming. The presentation outlined eligibility criteria, program offerings, and anticipated community benefits, including providing structured recreational activities, mentorship opportunities, and low-cost programming for local youth.

PUBLIC COMMENT: Regina Mason, Bobby Maxwell, Karla Lobo, Ann Marie Pagan

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Miller and carried by the following vote, the City Council/Successor Agency moved to approve the Mayor's Youth Fund request from Solid Nation Co.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

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

Commanders Justin Pascone and Matt Doza presented its annual report in compliance with Assembly Bill 481, detailing the acquisition, inventory, and use of military equipment. The report emphasized transparency, oversight requirements, and usage data, including deployments and equipment inventory. Staff recommended approval of the report and continued authorization of the department's military equipment policy.

PUBLIC COMMENT: Karla Lobo, Tiffinie Meyer

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

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

C. FIRE DEPARTMENT 2025 ANNUAL PUBLIC SAFETY REPORT

The Fire Chief presented the department's 2025 annual report, highlighting organizational structure, staffing updates, and service delivery metrics. The report included incident response data, operational trends, and departmental achievements, emphasizing the department's commitment to community service, safety, and professional excellence.

D. REPORT ON SEASIDE MUNICIPAL WATER SYSTEM, CAPACITY AND RATE STUDY

Staff provided an update on the Seaside Municipal Water System, including current well capacity, system limitations, and the status of the water rate study. The presentation also outlined future infrastructure needs, funding considerations, and the timeline for evaluating and potentially adjusting water rates.

PUBLIC COMMENT: Karla Lobo, Peter Kaiser

E. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT AUTHORIZING A 1% INCREASE AND AN AMENDMENT OF THE FY 2025-2026 ANNUAL BUDGET

Human Resources Director/Risk Manager Samantha Sakhrani presented proposed amendments to the City Manager's employment agreement following the City Council's annual performance evaluation. The presentation outlined that while a 3% salary increase was warranted, the City Manager elected to accept a 1% increase. The adjustment would raise the annual salary from \$285,000 to \$287,850, retroactive to July 1, 2025, resulting in a \$2,850 budget impact for FY 2025–2026. No other changes to the agreement were proposed. Council was asked to adopt a resolution approving the amendment and corresponding budget adjustment.

PUBLIC COMMENT: Bobby Maxwell, Karla Lobo, Lora James

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve the amendment to the City Manager's employment agreement.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #26-32

F. DISCUSSION OF POTENTIAL PUBLIC ART CONCEPT WITHIN CALTRANS RIGHT-OF-WAY

City Manager Greg McDanel presented a conceptual public art initiative proposed within the Caltrans right-of-way at Fremont Boulevard and Highway 1 (Exit 404). The presentation described opportunities for murals on structural elements, including up to 16 pillar surfaces ("bents") and four abutment walls. Staff noted that Caltrans has provided preliminary approval, and outlined the required Transportation Art Process, including additional reviews, a formal proposal, and permitting. The item was brought forward for Council discussion and to provide direction on whether to proceed with further feasibility analysis, coordination, and project development.

PUBLIC COMMENT: Veshawndus LeBeouf, Tiffinie Meyer, Bobby Maxwell, Ann Marie Pagan, Lora James

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Consider authorizing a letter of support from the city in favor of AB 2134 — "Family Friendly City Council Act" (Burks)
2. Consider adopting a resolution affirming the city's support for a transgender sanctuary city (Garcia-Arrazola)
3. Consider discussion of a wage theft ordinance (Garcia-Arrazola)

B. FOLLOW UP ON PREVIOUS REQUESTS

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

Reports provided.

13. CLOSED SESSION

City Attorney Damon read the closed session items and did not anticipate any report out.

A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

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

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

This item was removed from the agenda.

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

Property: A portion of APN 031-151-055 located to the east of General Jim Moore Blvd./Generally South of Lightfighter commonly referred to as the Presidio of Monterey Fire Station

Agency Negotiators: City Manager, et. al.

Negotiating Parties: US Army and City of Seaside

Under Negotiation: price, terms of payment or both

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

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

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

Negotiating Parties: City of Seaside and City Ventures; KB Bakewell; Montierre Development; or Shea Homes

Under Negotiation: Price, terms of payment or both

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

Santa Clara County Superior Court

Case Name: Monterey Peninsula Water District v. State Water Resources Control Board

Case Number: 2010-1-CV-163328

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

Monterey County Superior Court Case No. 24 CV002872

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

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

Monterey County Superior Court Case No. 24CV002483

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

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

Monterey County Superior Court Case No. 25CV001036

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

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

Two potential matters

14. ADJOURNMENT

With no further business, the meeting adjourned in memory and honor of Jan Zeigler, Mele Tiulipe "Mary Tulip" Tuamohelo and Myrtle Randall, at 11:12pm.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Corryn Bennett, Accountant II

DATE: June 4, 2026

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of April 18, 2026 through May 01, 2026, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period of April 30, 2026. Total Accounts Payable and Payroll for the above referenced period is \$2,759,417.10.

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:

- \$164,294.17 to WEBSTER BANK-LOAN OPS for Debt service payment for 2022 equipment lease: Fire Engine & Street Sweeper.
- \$20,971.35 to MEYERS NAVE, A PROFESSIONAL CORPORATION for Professional legal services for Seaside Highlands and GPU Litigation through the period of March 2026.

- \$192,122.30 to JMS CEMENT CONTRACTORS INC for Professional construction services progress payment #5 for PD parking lot renovation project.
- \$14,426.00 to COASTAL TRUCKING INSTITUTE, LLC for Payment for (2) Class A truck driving training programs.
- \$62,741.19 to MUSCO CORPORATION for Purchase of lighting materials for Cutino Park.
- \$76,083.39 to ATHENS INSURANCE SERVICE, INC for Payment for workers compensation appeal board settlement.
- \$45,810.16 to MONTEREY CO. SHERIFF-CORONER for Criminal Justice Information System for January 1, 2026 through March 31, 2026.
- \$23,675.50 to WALLACE GROUP for March 2026 invoices for projects: Broadway Complete Streets prof svcs, and SCSD On-Call Broadway sewer prof svcs.
- \$51,866.66 to PACIFIC GAS & ELECTRIC for Collective accts for street lights, highway lighting, park lights and city office buildings. Service for the statement period of 03/26/25-04/23/26.
- \$12,945.91 to HARRIS & ASSOCIATES, INC. for Professional services for Broadway Avenue Civil Engineering & Surveying Services on call through March 2026.
- \$61,620.00 to VILLAGE PROJECT INC. for BSCC-Prop 47 Grant invoices for the period of February 2026.
- \$27,324.35 to MONTEREY PENINSULA ENGINEERING for Professional construction services for the Hilby Ave traffic calming arterial trails project retention through December 2025.
- \$20,011.28 to MONTEREY ONE WATER for SCSD prof. services for Lift Station Maintenance during October-December 2025.
- \$11,395.00 to SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS for Professional engineering services for the Storm Drain Master Plan through March 2026.

The Net Payroll and Payroll benefits total was \$1,502,088.43.

The remaining checks, totaling \$472,041.41, include payments to vendors for operating expenditures.

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

FISCAL IMPACT

There are no additional fiscal impacts.

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

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

Greg McDanel, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

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

FROM: Greg McDanel, City Manager

BY: Corryn Bennett, Accountant II

DATE: June 4, 2026

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of April 18, 2026 through May 01, 2026, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period April 30, 2026. Total Accounts Payable and Payroll for the above referenced period is \$2,016.14.

BACKGROUND

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

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

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

- No checks exceeded \$10,000.

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

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

FISCAL IMPACT

There are no additional fiscal impacts.

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: June 4, 2026

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING JUNE 2026, AS
ALZHEIMER'S AND BRAIN AWARENESS MONTH IN THE CITY
OF SEASIDE**

RECOMMENDATION

Approve proclamation.

BACKGROUND

Each June, communities across the nation observe Alzheimer's and Brain Awareness Month to raise awareness about Alzheimer's disease and other forms of dementia, promote brain health, recognize the importance of early detection, and honor the individuals, families, and caregivers impacted by cognitive decline.

Alzheimer's disease and dementia affect not only those diagnosed, but also the family members, friends, caregivers, healthcare providers, and community organizations who walk alongside them. The observance provides an opportunity to educate the public, reduce stigma, encourage supportive resources, and strengthen community understanding of the needs of older adults and individuals living with dementia.

The City of Seaside recognizes the importance of fostering a compassionate, informed, and inclusive community for all residents, including seniors, individuals living with Alzheimer's disease or related dementias, and the caregivers who provide daily support.

The proposed proclamation recognizes June 2026 as Alzheimer's and Brain Awareness Month in the City of Seaside. Through this recognition, the City affirms its support for awareness, education, early detection, caregiver support, and community compassion.

This proclamation also aligns with the City's broader commitment to community well-being, accessibility, inclusion, and dignity for residents of all ages and abilities. Raising awareness around Alzheimer's disease and brain health helps ensure that residents and families feel seen, supported, and connected to resources.

Approval of this proclamation serves as a meaningful ceremonial action to honor those affected by Alzheimer's disease and other dementias, recognize the contributions of caregivers, and encourage continued public education and advocacy.

FISCAL IMPACT

N/A

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. Proclamation

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

City of Seaside PROCLAMATION



ALZHEIMER'S AND BRAIN AWARENESS MONTH IN THE CITY OF SEASIDE June 2026

WHEREAS, Alzheimer's disease and other forms of dementia are progressive brain disorders that impact memory, thinking, behavior, and the ability to carry out daily activities, affecting individuals, families, caregivers, and communities across the nation; and

WHEREAS, Alzheimer's disease is one of the leading causes of death in the United States and continues to place a significant emotional, physical, and financial burden on individuals living with the disease and on the family members, friends, and caregivers who support them; and

WHEREAS, the month of June is recognized nationally as Alzheimer's and Brain Awareness Month, a time to raise awareness, promote early detection and diagnosis, support brain health, honor those living with Alzheimer's disease and other dementias, and recognize the essential role of caregivers; and

WHEREAS, brain health is an important part of overall well-being, and increased public awareness encourages residents to learn about risk reduction, recognize warning signs, seek medical guidance, participate in supportive services, and foster compassion for those impacted by cognitive decline; and

WHEREAS, the City of Seaside recognizes the profound impact Alzheimer's disease and dementia have on residents, families, caregivers, healthcare professionals, service providers, and community organizations working to provide education, advocacy, care, and support; and

WHEREAS, the City of Seaside remains committed to promoting an inclusive, caring, and informed community where older adults, individuals living with dementia, and their caregivers are treated with dignity, respect, and understanding; and

WHEREAS, by recognizing Alzheimer's and Brain Awareness Month, the City encourages residents to increase awareness, support research and advocacy efforts, connect with available resources, and stand in solidarity with individuals and families affected by Alzheimer's disease and related dementias.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Seaside hereby recognizes June 2026 as Alzheimer's and Brain Awareness Month in the City of Seaside and encourages all residents to promote brain health, support caregivers, and help foster a compassionate and dementia-aware community.

Ian N. Oglesby, Mayor
June 4, 2026



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: June 4, 2026

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING JULY 4, 2026, AS
INDEPENDENCE DAY IN THE CITY OF SEASIDE**

RECOMMENDATION

Approve proclamation.

BACKGROUND

Independence Day is observed annually on July 4 to commemorate the adoption of the Declaration of Independence in 1776 and the founding of the United States of America. The holiday provides an opportunity for communities throughout the nation to reflect on the values of liberty, democracy, self-governance, civic responsibility, and the continued work of building a more inclusive and united society.

For the City of Seaside, Independence Day is also a time to recognize the contributions of veterans, active-duty military personnel, first responders, public servants, families, community organizations, and residents who help strengthen the fabric of the community. As a diverse and vibrant city with a proud history of service and civic engagement, Seaside honors the holiday as both a celebration of freedom and a reminder of the shared responsibility to protect and advance democratic ideals.

The proposed proclamation recognizes July 4, 2026, as Independence Day in the City of Seaside. Through this ceremonial action, the City Council affirms the importance of patriotism, civic participation, community unity, and public service.

The proclamation also encourages residents to observe the holiday safely and responsibly. This includes respecting local laws, following public safety guidance, and being mindful of the impact holiday celebrations may have on neighborhoods, pets,

veterans, vulnerable residents, property, and the environment.

Approval of this proclamation provides the City an opportunity to honor the historical significance of Independence Day while promoting a message of unity, reflection, safety, and shared civic pride.

FISCAL IMPACT

N/A

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

1. Proclamation

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

City of Seaside PROCLAMATION



INDEPENDENCE DAY July 4, 2026

WHEREAS, on July 4, 1776, the Second Continental Congress adopted the Declaration of Independence, proclaiming the birth of the United States of America and affirming the enduring ideals of liberty, equality, self-governance, and the pursuit of happiness; and

WHEREAS, Independence Day provides an opportunity for communities across the nation to reflect on the sacrifices, courage, and vision of those who helped establish and preserve the freedoms enjoyed today; and

WHEREAS, the City of Seaside recognizes that the promise of American democracy is strengthened when all residents are encouraged to participate in civic life, honor the rights and freedoms of others, and work together toward a more just, inclusive, and united community; and

WHEREAS, the City of Seaside is proud to honor the service of veterans, active-duty military personnel, first responders, public servants, community leaders, and residents whose commitment to service reflects the spirit of patriotism and civic responsibility; and

WHEREAS, Independence Day is also a time for families, neighbors, and communities to gather in celebration, reflection, and fellowship, while honoring the diverse people, histories, cultures, and contributions that shape the American story; and

WHEREAS, the City of Seaside encourages residents to celebrate safely and responsibly, to respect local laws and public safety guidance, and to help protect the well-being of neighbors, pets, property, and the environment during the holiday; and

WHEREAS, as the nation commemorates Independence Day, the City of Seaside reaffirms its commitment to democratic values, public service, civic engagement, community pride, and the shared responsibility of building a brighter future for all.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Seaside hereby recognizes July 4, 2026, as Independence Day in the City of Seaside and encourages all residents to celebrate this occasion with gratitude, unity, reflection, and care for one another.

Ian N. Oglesby, Mayor
June 4, 2026



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: June 4, 2026

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM BOOSTERS AT RISING STARS TO ASSIST WITH THE COSTS ASSOCIATED WITH EXPENSES FOR TRAVEL TO THE NATIONAL GYMNASTICS CHAMPIONSHIPS IN ORLANDO, FLORIDA ON JUNE 5–8, 2026

RECOMMENDATION

Approve the request.

BACKGROUND

Boosters at Rising Stars is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to assist with the costs associated with expenses for travel to the National Gymnastics Championships in Orlando, Florida from June 5–8, 2026. Their outstanding program is designed to teach their students' ages 6-17 poise, character, and self-discipline, all while developing a physically fit and responsible individual.

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

Boosters at Rising Stars provide a community benefit by supporting youth athletic participation, promoting physical fitness and character development, organizing family

and volunteer engagement activities, and helping make gymnastics opportunities more accessible to local children and families.

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

- Boosters ar Rising Stars is a non-profit organization.
- They serve 60% of Seaside youths ages 6–17.
- Their program contributes to environmental sustainability and climate resilience.
- Their program has a municipal community benefit.

They received their last donation at the May 15, 2025, City Council Meeting. They submitted their 2025 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 \$8,122.20. If the City Council approves this request, the balance will decrease to \$5,122.20. This is for fiscal year 2025/26.

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

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. MYF- Boosters At Rising Star 2026
2. Boosters At Rising Star - 501(c)(3)
3. Mayor's Youth Fund Closing Report - Boosters At Rising Star 2025

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: B.A.R.S (BOOSTERS AT RISING STAR)

Name of Applicant: LISA LEWIS

Address: 146D YOSEMITE #C City: SEASIDE State: CA

Phone: (831) 383-1342 Email: lisa.lewis9082@gmail.com

Number of Participants: 75 Seaside Residents / Students: 60 % Ages: 6-17

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 GYMNASTICS

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)

YOUR CONTRIBUTION WILL HELP IN SENDING GYMNASTS FROM OUR COMMUNITY TO COMPETE IN THE "NATIONAL GYMNASTICS CHAMPIONSHIP"

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

THIS DONATION WILL HELP OFFSET EXPENSES OF FOOD AND LODGING AS OUR GYMNASTS PREPARE TO COMPETE AT THE "NATIONAL GYMNASTICS CHAMPIONSHIP" IN ORLANDO, FLORIDA.

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.



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund
986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

THE GYMNASTS OF RISING STAR ACTIVELY PARTICIPATE
IN BEACH CLEAN UPS THROUGHOUT THE YEAR ON
THE PENINSULA. ANY RECYCLABLES COLLECTED ARE
CONVERTED INTO CASH THAT HELPS PAY FOR PARTIES
AND OTHER ACTIVITIES.

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.

THIS SEASON, SEASIDE GYMNASTS HAVE PUT UP
PERSONAL BEST SCORES (ID'S) AT STATE AND REGIONAL
CHAMPIONSHIP MEETS, BUT ALSO LEARNING LEADERSHIP,
AND SOCIAL SKILLS.

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

B.A.R.S HAVE HELD CANDY AND BAKE SALES AS
WELL AS RECYCLING AND YARD SALES TO RAISE
MONIES FOR THIS EVENT.

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

Applicant Signature:

Lisa Lewis

Date: May 1st, 2026

School-affiliated requests require district approval:

Name: _____

Title: _____

School/District: _____

Signature: _____

Date: _____



BOOSTERS AT RISING STAR
EIN: 900115056

Dear Future Donor,

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

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

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

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

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

Thank you,

Boosters at Rising Star Board

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

Thank you very much for supporting your local youth!



2026 NGA NATIONAL CHAMPIONSHIPS

DATES: June 5-8, 2026

LOCATION: Orlando Convention Center
9800 International Drive, Orlando FL 9800

Admission: \$25 Cash / \$27.00 Credit Card

Parking: \$20 plus tax per day, Attendees can park in the west parking lot, see attached map at the bottom of this document. You can also refer to this website for more parking info.

<https://www.occc.net/Attendee-parking>

FRIDAY JUNE 5, 2026

R: Red Gym B:Blue Gym W: White Gym

Session 2R Level 2 (child A,B,C,D) Cleo, Mia R, Josie W, Ariel W
Arrival: 10:35 am Open Stretch:10:50 am Awards: 1:10 pm

Session 3R Level 2 (Junior A,B,C,D) Antonella, Naomi
Arrival:1:15 pm Open Stretch: 1:30 pm Awards:3:50 pm

Session 4W Level: Level GOLD (Senior A,B,C,D) Julia U
Arrival: 5:00 pm Open Stretch: 5:15 pm Awards: 8:00 pm

SATURDAY June 6, 2026

Session 5R Level 3 (Child A - F) Khaleesi, Zoe, Brinley,
Arrival: 7:45 AM Open Stretch: 8:00 AM Awards:11:00 AM

Session 6W: Level Silver (Junior A - D) Paige
Arrival: 10:15 am Open Stretch: 10:45 am Awards: 1:15 PM

Session 6R Level 3 (Child G - L) Ava, Keira, Mia G, Ariel, Addie
Arrival: 11:00 AM Open Stretch: 11:15 AM Awards: 2:15 pm

Session 7W: Level Silver (Senior A - D) Chloe, Olivia
Arrival: 1:15 pm Open Stretch: 1:30 pm Awards: 4:00 PM

Session R7 Level 3 (Junior A - F) Aurora, Maggie, Nevaeh
Arrival: 2:15 pm Open Stretch: 2:30 pm Awards: 5:30 pm

Session 8R Level 3 (Senior A - F) Paisley, Ruby
Arrival: 5:30 pm Open Stretch: 5:45 pm Awards: 8:45 pm

SUNDAY June 7, 2026

Session 10R: Level Plat (Junior A - D) Mallorie, Chamberlain, Lanah
Arrival: 11:00 AM Open Stretch: 11:15 AM Awards: 2:15 pm

Session 11W: Level 7 (Junior A,B,C) Sabine, Claire, Samantha
Arrival: 1:15 pm Open Stretch: 1:30 pm Awards: 3:50 pm

Session 11R : Level Plat (Senior A-D) Viola
Arrival: 2:15 pm Open Stretch: 2:30 pm Awards: 5:30 pm

Session 2B: Level 3 BOYS
Arrival: 12:15 pm Open Stretch: 12:30 pm Awards: 2:45 pm

Session 3B: Levels 4/5 Boys
Arrival: 2:15 pm Open Stretch: 3:00 pm Awards: 5:45 pm

Levels 6 - 10 Open Training BOYS
6:00 - 8:00 pm

MONDAY June 8, 2026

Session 14R: Level 4 (Child A-E) Valentina
Arrival: 7:45 am Open Stretch: 8:00 am Awards: 10:55 am

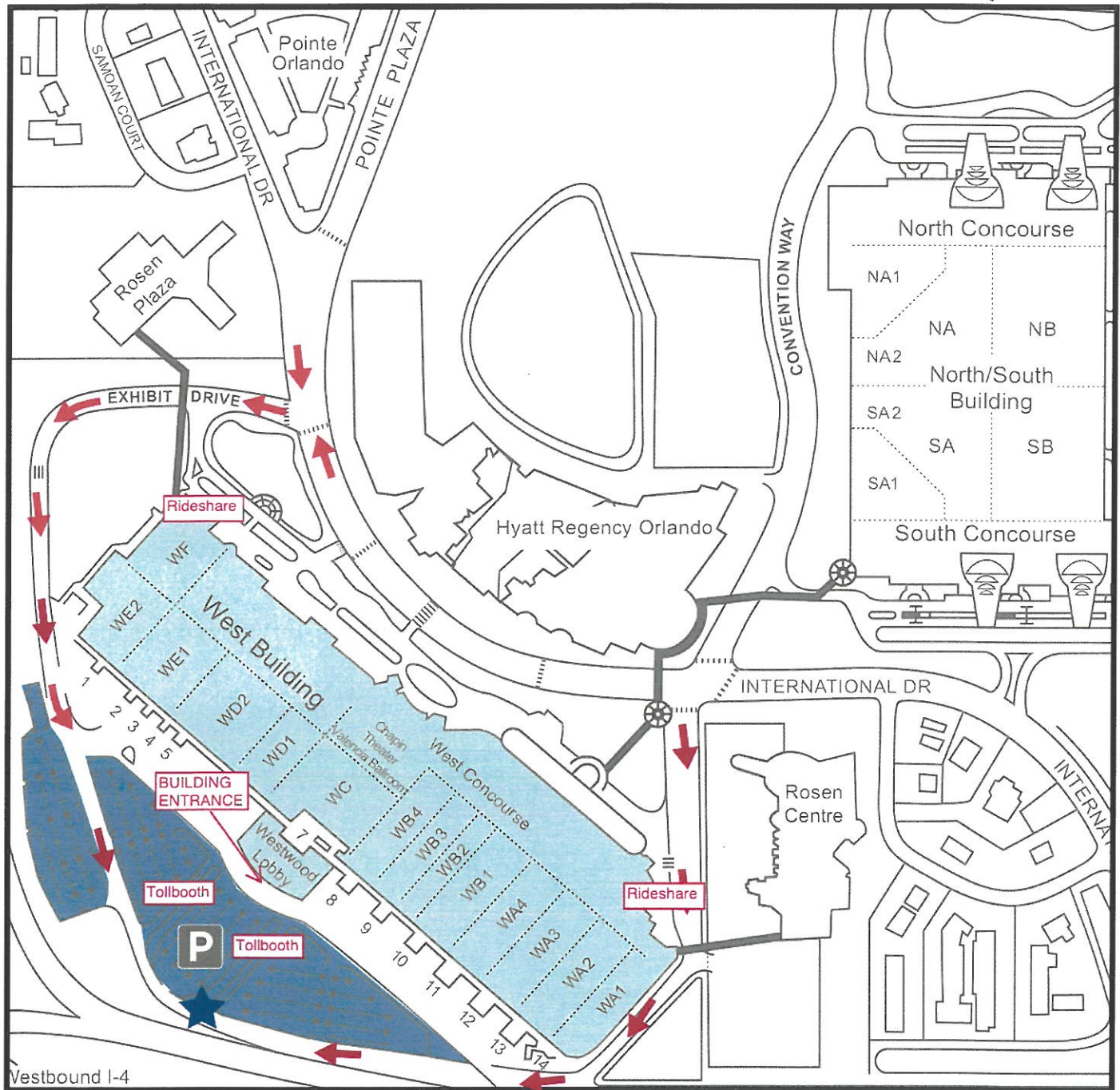
Session 15R: Level 4 (Junior A-E) Sofie, Giuliana
Arrival: 11:00 am Open Stretch: 11:15 am Awards: 12:10 pm

Session 4B: Level 6/7/8/9 BOYS
Arrival: 11:00 am Open Stretch: 11:15 am Awards: 2:15 pm

Session 16R: Level 4 (Senior) Wahleah
Arrival: 2:10 pm Open Stretch: 2:25 pm Awards: 5:20 pm

Session 17W: Level 5 (Junior) Sydney, Alisa-Ann, Josie D, Juniper, Zoey, Emika
Arrival: 5:05 pm Open Stretch: 5:20 pm Awards: 8:15 pm

WEST CONCOURSE - 9800 International Drive, Orlando, FL 32819



- Overnight parking is not allowed in OCCC parking lots.

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

DEPARTMENT OF THE TREASURY

Date: **MAR 20 2015**

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

Employer Identification Number:
90-0115056

DLN:
17053325345004

Contact Person:
ELIZABETH ZAEBST ID# 31610

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
June 30

Public Charity Status:
509(a) (2)

Form 990 Required:
Yes

Effective Date of Exemption:
November 15, 2011

Contribution Deductibility:
Yes

Addendum Applies:
Yes

Dear Applicant:

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

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

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

Sincerely,



Director, Exempt Organizations

Letter 947

BOOSTERS AT RISING STARS

ADDENDUM

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

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: Thursday May 15, 2025

Name of Organization: Boosters at Rising Star Gymnastics (BARS)

Contact: Tammie McIlroy

Address: 2024 Del Monte Ave Suite D

Email/Phone: Boosters.risingstar@gmail.com(831) 375-9335

Amount of Donation Received: \$3,000

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

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.

The dates have not arrived yet, but gymnast will compete Monday June 2- Saturday June 7

Signature: Tammie McIlroy

Date: 5.29.2025

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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: June 4, 2026

**SUBJECT: APPROVE CO-SPONSORSHIP AND FEE WAIVER FROM LOWER
BROADWAY BUSINESSES FOR COSTS ASSOCIATED WITH THE
SECOND ANNUAL SEASIDE MUSIC FESTIVAL**

RECOMMENDATION

Approve the co-sponsorship and fee waiver request.

BACKGROUND

The Lower Broadway Businesses have submitted an application to host the 2nd Annual Seaside Music Festival on **Saturday, October 3, 2026**, from **12:00 p.m. to 8:00 p.m.** Setup is scheduled from **7:00 a.m. to 12:00 p.m.**, with clean-up from **8:00 p.m. to 9:00 p.m.** They are requesting Co-sponsorship to waive all fees and staff cost related to their 2nd Annual Seaside Music Festival.

Event Request:

The organizers are requesting the following City resources and approvals:

- **Closure of Contra Costa Street** from Elm Avenue to Broadway Avenue.
- **Use of Parking Lot # 1** for vendor booths, staging, and attendee access.
- **Use of 1/2 of the Parking Lot across the street from Parking Lot # 1 adjacent to Jose's restaurant** for artist parking.
- **Use of the City's stage** as the primary performance venue.
- **Rental of restroom** — 1 handicap and 2 regular
- **Utility hookup** from pole to stage corner of lot pole.

- **Use of 2 bleachers** — same location as last year.
- **Use permit on City event allocated** from Monterey County Health.

Closing Contra Costa Street for the festival will enhance public safety by creating a pedestrian-friendly environment and facilitate smooth access for festival attendees, vendors, and emergency services. The requested venue space will accommodate 10–20 local vendors, along with necessary amenities such as seating, signage, and restroom facilities, contributing to a vibrant community event and supporting local business promotion.

The event organizers have committed to providing proof of liability insurance, naming the City as an additional insured, to ensure coverage for any potential risks associated with the event.

This is the second request from the Lower Broadway Businesses for a street closure and the use of City resources for a music festival. This is the first request from the Lower Broadway Businesses for a Fee Waiver/Co-sponsorship. Staff anticipate that successful execution of this inaugural event could serve as a foundation for future community-focused events, promoting local culture, music, and economic activity along the Lower Broadway corridor.

FISCAL IMPACT

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

Special Event Application	\$ 134.00
Portable Potties & Hand Wash Station	\$1,200.00
<u>Public Works/Road Closure/Setup and Breakdown of Stage/Staff Time and Resources</u>	<u>\$1,185.00</u>
TOTAL	\$2,519.00

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. Fee Wavier and Special Event Application - Lower Broadway Businesses 2026
2. Resolution - Lower Broadway Businesses - Seaside Music Festival 2026

3. Temporary Street Closure Policy- Lower Broadway Businesses - Seaside Music Festival 2026
 4. Lower Broadway Businesses Seaside Music Festival Public Works Cost Estimate 2026
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



SEASIDE CALIFORNIA

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Lavae Broadway Business Community
Name of Applicant: (Rep) Daryl Choates
Address: 500 Broadway Avenue City: Seaside State: CA
Phone: 831-920-8914 Email: DChoates@MBdy.NET

EVENT INFORMATION:

Event Title: 2nd Annual Seaside Music Festival
Event Description: OUTDOOR MUSIC FESTIVAL
Event Date: OCT. 3, 2026 Room(s) Requested: N/A
Time (including set-up): 6am - 9pm Approximate Number of Guests: OPEN

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: COMMUNITY EVENT AND CULTURE
ART - REQUEST TO SPONSOR
Have you received a Fee Waiver in the past? ☒ Yes, the event was on OCT 4 2025 ☐ No
What is your organization's tax identification number? 84-4012195
What percentage of your members or participants resides in Seaside? ALL BUSINESS
Is your organization based in Seaside? ☒ Yes ☐ No
Is your organization able to provide liability insurance? ☒ Yes ☐ No
Will alcohol be served or sold at your event? ☒ Yes ☐ No

Applicant Signature: [Signature]

Date: 4/8/26

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



SEASIDE CALIFORNIA

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



**SEASIDE
CALIFORNIA**

Special Event Application

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

Date:

Dear Event Sponsor:

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

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

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



SEASIDE CALIFORNIA

Special Event Application

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

CONTACT INFORMATION:

Organization: Lower Seaside Business Area (Mixed)
Name of Applicant: DARRYL CHARTES
Address: 500 BROADWAY AVENUE City: SEASIDE State: CA
Phone: 831-922-8914 Email: DCHARTES@MBAY.NET
Day of Event Contact Name and Phone: _____

EVENT INFORMATION:

Event Title: SEASIDE MUSIC FESTIVAL
Event Category:
☐ Athletic / Recreation ☒ Concert / Performance ☐ Circus
☐ Celebration / Festival ☐ Parade / March / Procession ☐ Dance
☐ Carnival ☐ Other: _____
Event Date and Time: OCTOBER 3, 2026
Setup: 7am Event Start: 12noon Event End: 9pm Clean up: ✓
Event Location: CORRA COSTA AND BROADWAY

EVENT DESCRIPTION:

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

OUTDOOR MUSIC FESTIVAL FOR COMMUNITY.
LIVE MUSIC - 3-8 Pieces BAND Player 45min Sets -
FOOD AND MERCHANDISE VENDORS.

Number of Participants: — Event Benefiting: Community
Federal ID # (if applicable): _____
☐ 501 C(3) ☐ 501 C(6) ☐ Commercial-For Profit ☐ Other: _____

Will admission be charged? ☐ Yes, tickets cost: N/A ☐ No



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

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

How will the event be advertised and promoted? Seaside Media - Live News - Press Release

Signs posted: Yes - Several Corners 5x5 signs -

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

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

Will the event include music or live performances?

☒ Yes ☐ No

Will film, video, or photography be involved with the production of event?

☐ Yes ☒ No

Do you intend to sell food or beverage?

☒ Yes ☐ No

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

Do you intend to sell other merchandise?

☒ Yes ☐ No

Number of Vendors? 10-20 (For-profit vendors must have business license on file with the City)

Vendor Name

Vendor Address

APPLICATION LIST

Describe Merchandise

BEER WINE GARDEN ONLY

Will alcohol be served? BEER WINE GARDEN

☒ Yes ☐ No

Will alcohol be sold? (If yes, please attach ABC license) BEER GARDEN ONLY

☒ Yes ☐ No

Parking arrangements: CITY OWNED APPLICATION



SEASIDE CALIFORNIA

Special Event Application

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

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

N/A Day Time normal Law Enforcement

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

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

PUBLIC WORKS (SETUP STREETS) Police Dept (normal PATROL)

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

HIRING (STAFF) - DISPOSAL - DEVA BLUE (TRASH)

Other pertinent information or special requests: NEED FROM CITY! CITY. STREET CLOSURE
USED OF (2) BLENDERS / ROAD SIGNS,
PUBLIC REST ROOMS (RENTAL) (1) HANDBALL (2) REGULAR REST ROOMS / STAGE -
POWER FROM (BOX) FOR STAGE / CITY HEALTH PERMIT EVENT USE /
CORRA COSTA STREET AND PARKING LOT,

APPLICANT AGREEMENT

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

Applicant Signature: [Signature]

Date: 4/8/2026



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

Attach to application and mail to:

**City of Seaside Recreation Services
Attn: Recreation Director
986 Hilby Avenue
Seaside, CA 93955**

SPECIFIC EVENT CONDITIONS OF APPROVAL

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

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

PROVISIONS

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

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

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

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

Applicant Signature: _____

Date: _____

5/7/20



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

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

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

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

Applicant Signature: _____

Date: 5/7/26

(For Office Use Only)

Authorization

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

Comments: _____

Sensory Music Festival

Item Request from City

1. USE OF STAGE (PLACED IN SAME LOCATION)
2. RENTAL OF Restroom (1) HDKP (2) REGULAR
3. USE OF PARKING LOT (CONTRA COSTA/BROADWAY)
4. ROAD CLOSURE (CONTRA COSTA) OCT 3, 2026
CLOSURE - (6AM TILL 9PM)
5. ~~ONE~~ ONE DAY PERMIT TO SALE (BEER/WINE BOOTH)
6. UTILITIE HOOKUP FROM POLE TO STAGE
CORNER OF LOT POLE
7. USE OF (2) BLEACHERS - SAME LOCATION
8. USE PERMIT ON CITY EVENT ALLOCATION FROM
MONTEREY COUNTY HEALTH
9. USE OF 1/2 PARKING LOT ACROSS STREET (JOSES AREA)
(FOR ARTIST PARKING)
10. WAIVER OF ALL FEES, CITY CO SPONSORSHIP.

RESOLUTION NO. 26-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE CLOSURE OF CONTRA COSTA STREET TO THROUGH
TRAFFIC FROM ELM AVENUE BROADWAY AVENUE**

WHEREAS, Lower Broadway Businesses will be holding their Seaside Music Festival that is open to the public; and

WHEREAS, the closing of Contra Costa Street from Elm Avenue to Broadway Avenue is necessary between the hours of 7:00 a.m. to 8:00 p.m. on Saturday, October 3, 2026 to ensure the safety of the public.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the closure of Contra Costa Street from Elm Avenue to Broadway Avenue to ensure the safety of the public using this portion of roadway during this event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 4th day of June 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



TEMPORARY STREET CLOSURE POLICY

I. Purpose

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

II. Scope

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

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

III. Policy Criteria

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



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

IV. Application Procedure

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



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

V. Road Closure / Barricade Equipment:

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

VI. Public Notification

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



VII. Fees and Charges

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

VIII. Additional Event Requirements

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

IX. Damages & Insurance

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



STREET CLOSURE NOTIFICATION (SAMPLE)

Notice Application for Street Closure

This notice serves as notification that a request for street closure has been submitted to the City of Seaside and includes a request to close a portion of: (insert street)

Noticing Date:

OCTOBER 3, 2026

Name of Applicant:

Lower Seaside Business Area

Name of the Event / Purpose of Closure:

2ND SEASIDE MUSIC FESTIVAL

Date of Closure:

OCTOBER 3, 2026

Start Time of Closure:

7am

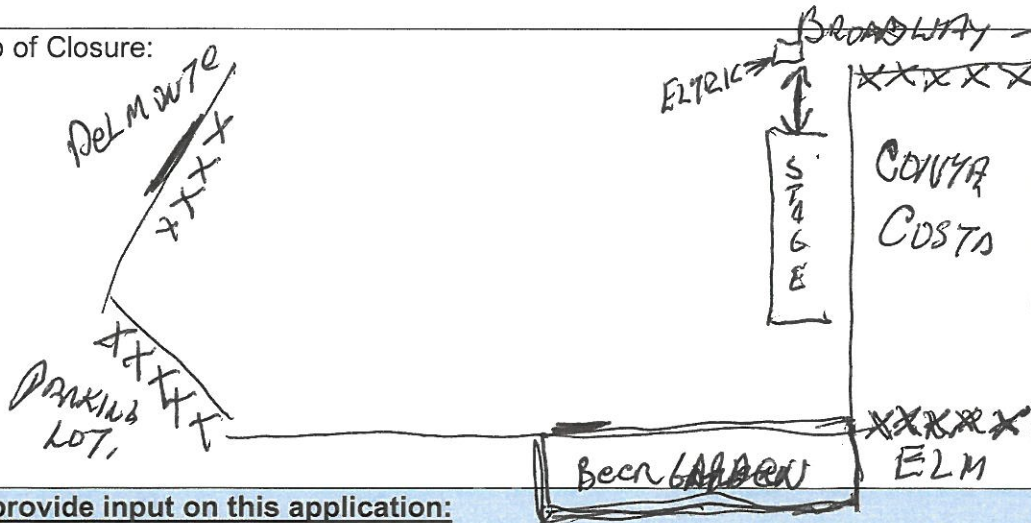
End Time of Closure:

9pm

Streets to be closed:

A: CONTRA COSTA from to BROADWAY AVENUE
B: CONTRA COSTA from to ELM STREET
C: PARKING LOT DELMONTE AVE from to DELMONTE AVE

Map of Closure:

**To provide input on this application:**

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

Provide public comment in person at the meeting.

Meeting Date/Time:

Meeting Information:



TEMPORARY STREET CLOSURE APPLICATION

Applicant Information

Name of Applicant: <u>Lower Broadway Businesses</u> <u>DARYL CHARTES</u>	Date: <u>OCT. 3, 2026</u>
Mailing Address: <u>500 BROADWAY AVE</u>	City/ State: <u>SEASIDE CA</u>
Email: <u>DCHARTES@MBAY.NET</u>	Phone: <u>831-920-8914</u>

Street Closure Details

Name of the Event / Purpose of Closure: <u>(#2) SEASIDE MUSIC FESTIVAL</u>		
General Description: <u>OUTDOOR MUSIC FESTIVAL</u>		
Event Start and End Time: <u>7am - 9pm</u>	Estimated number of people in attendance: <u>200 - 600</u>	
Date of Event: <u>OCT 3, 2026</u>	Total Number of streets to be closed: <u>1</u>	
Will alcohol be served? <u>BEER / WINE</u>	Will the event include live or amplified music? <u>LIVE</u>	
Streets to be closed (please attach a detailed site map of closure location):		
A: <u>ELM</u>	from to	<u>BROADWAY / CARM COSTA</u>
B: _____	from to	_____
C: _____	from to	_____
Street close time:	Street opening time:	
Supplementary questions	Yes	No
Will vehicles be allowed inside the closure?		<u>X</u>
If yes, please explain why and provide their locations:		
Are you planning to hire a security company for the planned closure?		<u>X</u>
If yes, provide the Company name, phone number, name of Supervisor, and locations for where security will be placed:		
I certify that the information provided in the application is true and correct to the best of my knowledge.		
Applicant Signature: <u>[Signature]</u>	Date: <u>4/8/2026</u>	



February 2022

For Official Use Only

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

Police Department		
Application Review Questions	Yes	No
Based on the information provided, does the applicant need to have Security assigned to assist traffic around the street closure?		X
If yes, please identify the areas where security is required:		
Is the street closure application approved by the Police Dept?	X	
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	JUSTIN PASCOE	Title: POLICE COMMANDER
Signature:		



February 2022

Fire Department		
Application Review Questions	Yes	No
Does the site plan show obstructions on the road way?	X	
Does the site plan does provide for a 20' wide fire lane for emergency vehicle access?	X	
Is the street closure application approved by the Fire Dept?	X	
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head: Paul Blaha	Title: Fire Chief	
Signature: Paul Blaha Digitally signed by Paul Blaha DN: cn=Paul Blaha, o=US, o=City of Seaside, ou=Fire Department, email=pblaha@ci.seaside.ca.us Date: 2026.05.11 09:21:41 -07'00'		
Risk Management		
Application Review Questions	Yes	No
Does the proposed street closure meet the requirements of this policy with respect to size, compatibility, etc.?		
If required, has the applicant submitted Liability Insurance?		
Is the street closure application approved by Risk Management?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		

Status of Application

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

City Manager's Signature / Date: _____

If applicable, scheduled for City Council consideration on: _____

PUBLIC WORKS COST ESTIMATE LOWER BROADWAY BUSINESSES

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
Traffic Control install by two employees for two hours	1	\$300.00	\$312.00
Stage setup and removal of two employees	1	\$839.00	\$873.00
TOTAL ESTIMATED COST			\$1,185.00



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Justin Pascone, Commander

DATE: June 4, 2026

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE SALE AND
TRANSFER OF RETIRED SEASIDE POLICE DEPARTMENT K-9
ZHERO TO SERGEANT DAVID DILLON FOR ONE DOLLAR**

RECOMMENDATION

Approve the sale and transfer of retired Seaside Police Department K-9 Zhero.

BACKGROUND

Seaside Police Department K-9 Zhero honorably served the City of Seaside from 2020 until his retirement from active police service in 2024. During his service, Zhero was assigned to Sergeant David Dillon, who served as his handler and has continued to house and care for him following his retirement.

Consistent with the City's prior practice for retired Police Department K-9s, staff recommends transferring ownership of Zhero to Sergeant Dillon for the nominal purchase price of one dollar. The transfer recognizes the established bond between a police K-9 and his handler and provides for Zhero's continued care in a familiar home following his public service.

Upon completion of the transfer, Sergeant Dillon will assume ownership of Zhero and responsibility for his ongoing care, including veterinary expenses and any other costs or liabilities associated with his ownership.

FISCAL IMPACT

Approval of the transfer will result in nominal revenue of one dollar to the City. Following the transfer, the City will no longer be responsible for costs associated with

the care or ownership of retired K-9 Zhero.

STRATEGIC PRIORITY

Not Applicable

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the City Council by:

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

Greg McDanel, City Manager

RESOLUTION 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE RETIREMENT, DECLARATION AS SURPLUS PROPERTY, AND SALE OF SEASIDE POLICE DEPARTMENT K9 ZHERO TO SEASIDE POLICE DEPARTMENT SERGEANT DAVID DILLON FOR ONE DOLLAR; APPROVING A K9 RETIREMENT, SALE, TRANSFER, WAIVER, AND HOLD HARMLESS AGREEMENT; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, the City of Seaside owns and operates certain public safety equipment and assets, including police service canines assigned to the Seaside Police Department; and

WHEREAS, K9 Zhero has served as a police service canine for the Seaside Police Department and has provided valuable service to the City, the Police Department, and the Seaside community; and

WHEREAS, the Seaside Police Department has determined that K9 Zhero has officially retired from active police service and is no longer needed, suitable, or fit for continued law enforcement duty; and

WHEREAS, because K9 Zhero is owned by the City and was acquired and maintained as part of the City's police operations, the retirement and transfer of ownership should be formally authorized through public action by the City Council; and

WHEREAS, the City Council desires to recognize K9 Zhero's service and authorize the lawful disposition of K9 Zhero as surplus City property; and

WHEREAS, Sergeant David Dillon has served as K9 Zhero's handler and is willing to purchase K9 Zhero from the City and assume full ownership, custody, care, control, financial responsibility, and liability for K9 Zhero following the transfer; and

WHEREAS, the City Council finds that sale of K9 Zhero to Sergeant David Dillon for the nominal amount of One Dollar (\$1.00) is appropriate given K9 Zhero's retirement from service, specialized history as a police canine, relationship with his handler, and the public interest in ensuring a responsible and humane transition into retirement; and

WHEREAS, the City Council further finds that the proposed K9 Retirement, Sale, Transfer, Waiver, and Hold Harmless Agreement protects the

City by documenting the transfer of ownership, confirming that the sale is made "as-is," and requiring Sergeant Dillon to assume all future responsibility and liability for K9 Zhero.

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

Section 1. Recitals.

The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Retirement of K9 Zhero.

The City Council hereby acknowledges and approves the retirement of Seaside Police Department K9 Zhero from active police service.

Section 3. Declaration of Surplus Property.

The City Council hereby declares K9 Zhero to be surplus City property because K9 Zhero is no longer needed, suitable, or fit for continued use by the Seaside Police Department as an active police service canine.

Section 4. Approval of Sale.

The City Council hereby approves the sale and transfer of K9 Zhero to Seaside Police Department Sergeant David Dillon for the nominal purchase price of One Dollar (\$1.00).

Section 5. Approval of Agreement.

The City Council hereby approves the K9 Retirement, Sale, Transfer, Waiver, and Hold Harmless Agreement, substantially in the form attached hereto as Exhibit A, subject to any minor revisions approved by the City Attorney that do not materially alter the intent of this Resolution.

Section 6. Authorization to Execute Documents.

The City Manager, Police Chief, or their designee is hereby authorized to execute the Agreement and any related documents necessary to complete the retirement, sale, and transfer of ownership of K9 Zhero to Sergeant David Dillon.

Section 7. Transfer of Responsibility and Liability.

Upon execution of the Agreement and transfer of ownership, Sergeant David Dillon shall assume full responsibility for the ownership, custody, care, control, maintenance, veterinary expenses, food, shelter, supervision, behavior, and any liability arising from or related to K9 Zhero. The City shall have no further ownership interest in K9 Zhero and shall not be responsible for any future costs, claims, injuries, damages, or liabilities related to K9 Zhero, except as otherwise required by law.

Section 8. Effective Date.

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Seaside at a regular meeting held on June 4, 2026, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: June 4, 2026

SUBJECT: APPROVE APPOINTMENTS TO CITY COMMISSIONS

RECOMMENDATION

Approve the appointment of Alice Aguillon (Parks & Recreation Commission), Nichole Munoz (Parks & Recreation Commission), and Davene Myers (Neighborhood Improvement Commission).

BACKGROUND

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

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

The Mayor has made the following appointments:

APPLICANT

Alice Aguillon
Nichole Munoz
Davene Myers

ADVISORY BODY

Parks & Recreation Commission
Parks & Recreation Commission
Neighborhood Improvement Commission

FISCAL IMPACT

None.

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

1. Appointee Application - Alice Aguillon
2. Appointee Application - Nichole Munoz
3. Appointee Application - Davene Myers

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

Application for Appointment to a City Board/Commission/Committee

I'd like to serve on:	Parks and Recreation Commission
Name	Alice M Aguillon
Email Address	AliceAguillon@gmail.com
Address	525 Hamilton Ave
City	Seaside
State	Ca
Zip Code	93955
Phone Number	8315123799
Alternate Phone Number	<i>Field not completed.</i>

Please list your background, education, experience, and special skills:

I've been a lifelong resident of Monterey County, and my heart has always been in our community, especially with the youth. I'm proud to serve on the board of DAV Disabled American Veterans Auxiliary Unit 85 in Fort Ord and to be involved with The Wahine Project in Monterey. Through these roles, I've seen firsthand how meaningful it is to create spaces where everyone feels welcome.

As an Operations Manager, I coordinate programs, lead teams, and handle logistics, however my favorite part is connecting with people. Every year, I work with kids from Seaside, The Village Project, and CPY, teaching ocean literacy, boogie boarding, body surfing, and surfing. For many of these kids, the ocean isn't just a fun place, it's a safe space that helps them build confidence, cope with anxiety, and discover joy. I especially love creating inclusive spaces in an environment that has historically been less diverse, making sure every child feels like they belong.

I hold a B.S. in Kinesiology from California State University Monterey Bay and two associate degrees from Monterey

Peninsula College (Natural Sciences and Pre-Nursing, both with honors). I'm trained in Swim Angelfish® Methodology, certified in Youth Mental Health First Aid USA, a Peer Support Specialist, and a BWRAG Responder.

I would be honored to bring my experience, passion, and dedication to the Parks and Recreation Committee, to help create safe, inclusive, and enriching programs and spaces that truly serve all members of our community.

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

Yes

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

Yes

Comments:

As long as notice in advance can rearrange schedule

Electronic Signature Agreement

I agree.

Electronic Signature

Alice Aguillon

Date

2/27/2026

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

Name

Alice Aguillon

Ethnic Origin

[REDACTED]

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



City of Seaside

City Clerk's Office

Application for Appointment to a City Board/Commission/Committee

City Manager's Office

MAR 16 2026

Received

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: PARKS AND RECREATION COMMISSION
Please list the Board/Commission/Committee that you would like to be considered for

Name: Nichole Munoz

Address: 945 Hamilton Ave, Seaside CA 93955

Email: nichole.summers@icloud.com Telephone: (831) 277-7001

Background/Education/Experience/Special Skills (attach additional pages if needed):

College Graduate w/ AS (Business Degree Junior College)

Mother of 3 Boys - Local of Monterey Peninsula

entire life. Worked in sales/customer service over 20 years.
Ambassador at Monterey and Salinas Chamber in recent past.

Briefly describe your desire to be appointed to the above Board Commission or Committee:

I would like to be more involved in my community
and feel this is a good place to start that journey.
Park + Rec for Seaside is dear to my heart. I have
kids who have been enrolled in the programs and I
am a big believer in investing
in our kids and the
community.

If appointed, you will be subject to the following compliance requirements:

- File a Statement of Economic Interests (Form 700) to comply with the Fair Political Practices Commission.
- Undergo Ethics Training to comply with Assembly Bill 1234.
- Attend meetings when scheduled. NOTE: Most Boards and Commissions meet **after 5:00 p.m.**
- Review and Understand the Boards, Commissions and Committee's Handbook found online here: <http://bit.ly/BCCManual>
- Accept the position in the event you are appointed:

Signature

Date

3/9/2026



City of Seaside

City Clerk's Office

Application for Appointment to a City Board/Commission/Committee

Received

MAY 18 2026

City Clerk's Office
City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Neighborhood Improvement Commission
Please list the Board/Commission/Committee that you would like to be considered for

Name: Davene Myers

Address: 29 Lorraine Court, Seaside, CA 93955

Email: honeey@comcast.net Telephone: 831-661-4674

Background/Education/Experience/Special Skills (attach additional pages if needed):

See attached!

Briefly describe your desire to be appointed to the above Board Commission or Committee:

See Attached!

Other private and non-profit affiliations:

See Attached!

If appointed, you will be subject to the following compliance requirements:

- File a Statement of Economic Interests (Form 700) to comply with the Fair Political Practices Commission.
- Undergo Ethics Training to comply with Assembly Bill 1234.
- Attend meetings when scheduled. NOTE: Most Boards and Commissions meet **after 5:00 p.m.**
- Review and Understand the Boards, Commissions and Committee's Handbook found online here: <http://bit.ly/BCCManual>
- Accept the position in the event you are appointed:

Davene Myers
Signature

5/17/2026
Date

To serve on the Neighborhood Improvement Commission

Davene Myers

29 Lorraine Court, Seaside, California 93955

831-601-4674

Background/Education/Experience/Special Skills:

Born and raised on the East Coast, married with two grown children and five grandchildren, graduated from Monterey Peninsula College with an Associate of Science degree in Nursing and passed the state board exam earning a Registered Nursing license. Worked at Community Hospital of the Monterey Peninsula for thirteen years before retiring. Skilled in organization, supportive services, self-motivation and volunteer support.

Other employment:

Textbook Buyer for the Naval Postgraduate School Bookstore

Field Director for the Girl Scouts of America on the Monterey Peninsula

Paralegal for Pryor, Rogers & Heaslett

Coordinator of Administrative Services for the Education Department at the Monterey Bay Aquarium

Several Volunteer projects in the area

Briefly describe your desire to be appointed to the above Board Commission or Committee:

I am a recent resident of Seaside having lived on the Peninsula since 1978. I have found Seaside to be a friendly, caring community that has become home to me. I would very much like to become an active member of the community and help keep the small town feel that it has. I feel I could help contribute to the Neighborhood Improvement Commission's goal to improve and protect our city.

Other private and non-profit affiliations:

Member of both National and local Indivisible Projects, Chaired the Committee to address the fireworks concerns of the community, and both worked and volunteered for the Girl Scouts of America.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: June 4, 2026

**SUBJECT: ADOPT A RESOLUTION APPROVING THE CONTRACTUAL 3.35%
ANNUAL RATE ADJUSTMENT FOR GREENWASTE RECOVERY
SOLID WASTE, RECYCLING, AND ORGANICS COLLECTION
SERVICES, EFFECTIVE JULY 1, 2026**

RECOMMENDATION

Approve the contractual annual index-based rate adjustment for GreenWaste Recovery services.

BACKGROUND

On June 19, 2014, the City Council adopted Resolution No. 14-54 approving an exclusive 15-year Franchise Agreement with GreenWaste Recovery, Inc. for the provision of solid waste, recycling, and organics collection services within the City of Seaside.

The Franchise Agreement establishes a prescribed formula for annual rate adjustments, effective July 1 of each year. The formula accounts for changes in disposal and processing costs, including tipping fees charged by ReGen Monterey, legally known as the Monterey Regional Waste Management District; inflationary adjustments to labor and operating costs; the City's 15% franchise fee; and other applicable regulatory fees.

Based on the annual index-based rate adjustment calculation, GreenWaste Recovery has certified a 3.35% increase in collection rates effective July 1, 2026. The adjustment reflects several cost factors, including inflationary increases in labor and vehicle-related costs and increased landfill tipping fees.

As an example of the impact to residential customers, the monthly rate for a 32-gallon residential cart will increase from \$27.78 to \$28.71, an increase of \$0.93 per month. The complete proposed rate schedule effective July 1, 2026, is included as Exhibit C to the resolution.

City staff, in coordination with ReGen Monterey staff and HF&H Consultants, has reviewed the proposed rate calculation and determined that the methodology is consistent with the Franchise Agreement. Accordingly, staff recommends approval of the contractual rate adjustment effective July 1, 2026.

FISCAL IMPACT

Approval of the proposed rate adjustment will increase collection service charges paid by GreenWaste Recovery customers. The adjustment will not result in a direct increase to City operating expenditures associated with this action. Because the Franchise Agreement provides for a franchise fee equal to 15% of gross receipts, the rate adjustment is expected to result in a corresponding increase in franchise fee revenue received by the City. The precise revenue impact will depend on actual customer accounts and collections during the fiscal year.

STRATEGIC PRIORITY

Not Applicable

ATTACHMENTS

1. Resolution
2. Rate Request Report

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE CONTRACTUAL 3.35% INCREASE IN THE COLLECTION OF SOLID WASTE, RECYCLING, AND ORGANICS RATE EFFECTIVE JULY 1, 2026, ACCORDING TO THE INDEX BASED RATE ADJUSTMENT CALCULATION OF THE FRANCHISE AGREEMENT WITH GREENWASTE RECOVERY, INC

WHEREAS, the City of Seaside (City) entered into a Franchise Agreement with GreenWaste Recovery, Inc. (GWR) on June 19, 2014, for solid waste, recycling, and organics collection services beginning May 1, 2015; and,

WHEREAS, Section 8.2 of the Franchise Agreement requires annual inflationary adjustments to customer rates on July 1 of each year, as described in Exhibit E1 to the Agreement, based upon cost indices, changes in tipping fees at the Monterey Regional Waste Management District, and the actual tonnage of materials collected by GWR; and,

WHEREAS, HF&H Consultants, LLC (HF&H) was retained by the ReGen Monterey on behalf of all of its member jurisdictions to assist with a review of GWR's request for an adjustment to customer rates submitted to the City on April 1, 2026; and,

WHEREAS, HF&H's calculation of the rate adjustments have been reviewed by City staff, and staff finds the calculations to be consistent with the methodology and requirements of the Franchise Agreement; and

WHEREAS, the rate review resulted in a 3.35% rate increase; and

WHEREAS, the franchise fees collected are imposed for specific solid waste system services including maintenance of streets proportionate with the impact by solid waste collection services, and SB 1383 compliance and program implementation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve a 3.35% increase to charges by the City's franchised hauler, GreenWaste Recovery, for the collection of solid waste, recycling, and organics, effective on July 1, 2026, as shown in Exhibit C.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 4th day of June, 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



HF&H Consultants
590 Ygnacio Valley Rd. Suite 105
Walnut Creek, CA 94596
Phone: (925) 977-6950
Web: hfh-consultants.com

May 22, 2026

Greg McDanel
City Manager
City of Seaside

Sent via email

Subject: Review of GreenWaste Recovery's 2026-27 Rate Request – Final Report

Dear Greg McDanel,

HF&H Consultants, LLC (HF&H) was retained by ReGen Monterey (ReGen), formerly the Monterey Regional Waste Management District, to assist with a review of GreenWaste Recovery's (GWR) request for an adjustment to customer rates, effective July 1, 2026, submitted to the City of Seaside (City) on April 1, 2026. This report presents our findings and recommendations.

Executive Summary

HF&H's review of GWR's Rate Period 12 (RP12) rate request to the City resulted in the following outcomes:

HF&H has determined a 3.35% increase is appropriate based on the following components:

- 3.50% inflationary increase in labor-related costs
- 2.30% inflationary increase in vehicle-related costs (excluding fuel)
- Fuel rate held flat, as set by ReGen
- 2.30% inflationary increase in other costs
- Depreciation held flat, per the Agreement
- 2.60% overall increase in net processing costs due to increases in per-ton rates, slightly offset by decreases in recyclable and organic tonnages
- 7.51% increase in disposal costs due to an increase in per-ton disposal rate and tonnages

Refer to **Figure 1** below for the impact to sample residential rates.



Figure 1: Example Rate Impact of Adjustment

	Current Rates (RP11)	RP12
Adjustment		3.35%
Residential 32-gallon rate	\$27.78	\$28.71

Background

In 2012, the City—participating with other members of ReGen—issued a competitive request for proposals for collection services and entered into the new agreement with GWR effective July 1, 2015. The agreement provides for the following, related to the adjustment of rates:

- Rates are to be adjusted annually throughout the term of the agreement, using various inflationary indices, actual tonnage, and changes in the tipping fees at ReGen, unless either the City or GWR request a Cost-Based Rate Adjustment (CBRA).
- The City and GWR may mutually agree upon alternative approaches to structuring rates without amending the Agreement (Section 8.2.D).
- During the CBRA review in RP5, a number of issues surrounding the process for setting rates and the resulting rate relationships amongst sectors and materials were identified. As such, the City and GWR have negotiated an amendment to the prescribed methodology for the CBRA and index adjustments to not alter rate relationships between service sectors and material types.
- Through negotiations of the amendment, as a result of the desire to maintain current rate relationships between sectors and service levels, the City and GWR have prescribed a uniform rate adjustment to be applied to all sectors.

Rate Calculation Review

HF&H SCOPE OF WORK

HF&H performed this review of the rate request in accordance with Exhibit E1 for the index-based rate adjustment. These procedures included:

1. Review of the rate request for completeness and compliance with the procedures contained in Exhibit E1 of the Agreement based on the results of the CBRA.
2. Review for mathematical accuracy and logical consistency to determine that the rate request is mathematically correct, the rows and columns of numbers add down and across as intended, and the stated assumptions were, in fact, used. Determine that the rate request is internally consistent and any summary schedules agree to the supporting schedules and worksheets.
3. Verify the inclusion of the franchise fee calculation in the adjustment.



4. Verify contract compliance regarding:
 - A. The indices used in the adjustment.
 - B. The tip fees reported for the disposal and processing rate components.
 - C. The use of quarterly reported tonnage data and allocations among agencies. A detailed audit of tonnage and allocations of tonnage reported by GWR was not a part of this scope of work. HF&H discussed GWR's allocation methodology, which appears reasonable and consistent with standard industry practices.
 - D. Any changes in governmental fees affecting the fee component of the rates, and the accurate application of the resulting percentage changes to the various rate components in the rate schedule approved by the City through the Agreement.

REVIEW OF RATE REQUEST

RP12 Application

HF&H reviewed the rate application for RP12. The results of the RP12 calculation, performed in accordance with the methodology set forth in Exhibit E1 of the amendment, are presented in **Figure 2** on the following page.



Figure 2: City of Seaside Application of Index-Based Adjustments to RP12

	RP 11	Adjustment Factor	RP 12
Annual Cost of Operations			
Labor-Related Costs	\$1,094,950	1.035	\$1,133,273
Vehicle-Related Costs	211,681	1.023	216,550
Fuel Costs	178,661	1	178,661
Other Costs	716,104	1.023	732,574
Direct Depreciation	329,505	N.A.	329,505
Total Allocated Costs - Labor, Vehicle, Fuel & Other	1,185,197	1.023	1,212,457
Total Allocated Costs - Depreciation & Start-Up	61,367	N.A.	61,367
Total Annual Cost of Operations	\$3,777,465		\$3,864,387
Profit	\$452,619	OR=89.30	\$463,034
Pass-Through Costs			
Disposal Costs	\$1,079,221	Tons*Tip Fee	\$1,160,268
Curbside Supplemental	(6,390)	1.000	(6,390)
Recycling Processing Costs	151,841	Tons*Tip Fee	149,841
Residue Processing Costs	-	Tons*Tip Fee	-
Yard Trimmings Processing Costs	155,845	Tons*Tip Fee	166,855
Food Waste Processing Costs	39,609	Tons*Tip Fee	39,614
C&D Processing Costs	-	Tons*Tip Fee	1,944
Interest Expense	97,086	N.A.	97,086
Direct Lease Costs	-	N.A.	-
Total Allocated Costs - Lease	86,845	N.A.	86,845
Total Pass-Through Costs	\$1,604,057		\$1,696,063
Total Costs before Agency Fees	\$5,834,141		\$6,023,484
Agency Fees/Payments			
Franchise Fee	\$1,047,130	15.00%	\$1,082,245
ReGen MOU Costs	97,988	Actual	109,239
Other Adjustments (as needed from time to time)			
Adjustment from Tip Fee Estimates	\$1,606	N.A.	-
Total Calculated Costs	\$6,980,865		\$7,214,968
Rate Increase			3.35%



Review of GWR Costs

There are four major components to GWR's rate application: (1) the calculation and application of the inflationary indices as prescribed in the Agreement; (2) the disposal and/or processing component; (3) the Agency Fees; and (4) other one-time adjustments.

There are three indices used in the index adjustment: Consumer Price Index (CPI), fuel index, and labor index. The annual percentage change in each index is used to project the coming year's cost for the line items to which they apply.

HF&H has reviewed, and GWR has confirmed, the accuracy of each of these indices. It is noted that the fuel index remains unchanged, as reported by ReGen management staff.

Review of Disposal and Processing Components

Collected tonnage for Calendar Year 2025 was used for the RP12 review, in accordance with the amendment. The disposal and processing components also consider the tipping fees charged by ReGen to project anticipated disposal and processing costs at ReGen. **Figure 3** below outlines the changes in the City's disposal and processing costs for each material type—based on ReGen's tip fees—effective July 1, 2026, which have been incorporated into our RP12 review.

Figure 3: Impact of ReGen Tip Fee Changes

Material	2025 Tons	Projected Per Ton Tip Fee	RP 12 Costs
	A	B	A x B
Solid Waste	13,650	\$85.00	\$1,160,268
Recycling	3,485	43.00	149,841
Yard Trimmings	3,090	54.00	166,855
Food Waste	543	73.00	39,614

Note: Values may not be exact due to rounding.

Review of Fee Component

HF&H ensured that the fee component of each rate matches the contractual percentage of 15% for franchise fees, which are remitted to the City by GWR.

Additionally, rate application review costs and other identified ReGen costs totaling \$109,239 were added as a one-time adjustment. These costs cover the rate review, franchise management, staff time, and public education and outreach.

NEW RATES

Attached hereto is a table of all new rates recommended for RP12 based on the adjustments described in this report (Attachment A). HF&H recommends adopting these rates by resolution to be effective July 1, 2026.



* * * * *

We would like to express our appreciation to GWR staff for their assistance and cooperation in this process. Should you have any questions, please call me at (925) 977-6964 or dhilton@hfh-consultants.com.

Sincerely,
HF&H CONSULTANTS, LLC

A handwritten signature in black ink, appearing to read 'Rob Hilton'.

Rob Hilton
President

A handwritten signature in blue ink, appearing to read 'Dave Hilton'.

Dave Hilton
Senior Project Manager

Residential Solid Waste Collection Rates			
Service Level	Solid Waste	Recycling	Organics
Curbside 32 Gallon	\$28.71	Included	Included
Curbside 64 Gallon	\$35.89	Included	Included
Curbside 96 Gallon	\$43.07	Included	Included
Low Income Rate	\$22.97	Included	Included
Senior Rate	\$13.83	Included	Included
Notes:			
See Exhibit B1 for specific service availability.			
Vacation hold charge shall equal 75% of normal rate divided by 4, per week.			

Commercial/Multi-Family Solid Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
32-Gallon Cart	\$30.85	\$67.87	\$101.80	\$135.74	\$169.67	\$203.61
64-Gallon Cart	\$61.77	\$135.88	\$203.83	\$271.77	\$339.71	\$407.65
96-Gallon Cart	\$92.62	\$203.75	\$305.63	\$407.51	\$509.38	\$611.26
1-Cubic Yard Bin	\$122.13	\$263.03	\$388.03	\$490.80	\$612.93	\$713.13
2-Cubic Yard Bin	\$260.17	\$485.07	\$704.54	\$922.21	\$1,078.64	\$1,448.50
3-Cubic Yard Bin	\$382.30	\$701.68	\$971.84	\$1,368.13	\$1,691.58	\$2,087.47
4-Cubic Yard Bin	\$482.21	\$920.47	\$1,359.54	\$1,798.09	\$2,236.55	\$2,894.64
6-Cubic Yard Bin	\$698.82	\$1,316.08	\$2,078.88	\$2,535.99	\$3,464.95	\$4,158.19
8-Cubic Yard Bin	\$914.74	\$1,786.65	\$2,530.27	\$3,458.20	\$4,543.60	\$5,606.68
2-Cubic Yard Compactor	\$322.75	\$610.24	\$892.29	\$1,172.54	\$1,391.54	\$1,823.98
3-Cubic Yard Compactor	\$476.18	\$889.43	\$1,253.45	\$1,779.34	\$2,205.20	\$2,704.99
4-Cubic Yard Compactor	\$619.82	\$1,194.78	\$1,770.57	\$2,345.84	\$2,921.00	\$3,720.30

Commercial/Multi-Family Recycling Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$9.26	\$20.38	\$30.57	\$40.77	\$50.96	\$61.15
96-Gallon Cart	\$13.89	\$30.56	\$45.84	\$61.13	\$76.41	\$91.69
1-Cubic Yard Bin	\$18.32	\$39.45	\$58.20	\$73.62	\$91.94	\$106.97
2-Cubic Yard Bin	\$39.03	\$72.76	\$105.68	\$138.33	\$161.80	\$217.27
3-Cubic Yard Bin	\$57.35	\$105.25	\$145.78	\$205.22	\$253.74	\$313.12
4-Cubic Yard Bin	\$72.33	\$138.07	\$203.93	\$269.71	\$335.48	\$434.20
6-Cubic Yard Bin	\$104.82	\$197.41	\$311.83	\$380.40	\$519.74	\$623.73
8-Cubic Yard Bin	\$137.21	\$268.00	\$379.54	\$518.73	\$681.54	\$841.00
2-Cubic Yard Compactor	\$15.25	\$25.21	\$34.36	\$43.23	\$51.83	\$74.62
3-Cubic Yard Compactor	\$21.68	\$33.93	\$38.79	\$63.85	\$76.97	\$101.17
4-Cubic Yard Compactor	\$25.29	\$43.85	\$62.54	\$81.14	\$99.73	\$151.94

Commercial/Multi-Family Food Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$46.32	\$101.91	\$152.87	\$203.83	\$254.78	\$305.74
96-Gallon Cart	\$69.46	\$152.82	\$229.22	\$305.63	\$382.04	\$458.45
1-Cubic Yard Bin	\$91.60	\$197.27	\$291.02	\$368.10	\$459.70	\$534.85
2-Cubic Yard Bin	\$195.13	\$363.81	\$528.41	\$691.65	\$808.98	\$1,086.37

Commercial/Multi-Family Yard Trimmings Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$46.32	\$101.91	\$152.87	\$203.83	\$254.78	\$305.74
96-Gallon Cart	\$69.46	\$152.82	\$229.22	\$305.63	\$382.04	\$458.45
1-Cubic Yard Bin	\$91.60	\$197.27	\$291.02	\$368.10	\$459.70	\$534.85
2-Cubic Yard Bin	\$195.13	\$363.81	\$528.41	\$691.65	\$808.98	\$1,086.37
3-Cubic Yard Bin	\$283.04	\$519.49	\$719.50	\$1,012.90	\$1,252.36	\$1,545.46
4-Cubic Yard Bin	\$357.01	\$681.47	\$1,006.54	\$1,331.22	\$1,655.83	\$2,143.06
6-Cubic Yard Bin	\$517.37	\$974.36	\$1,539.10	\$1,877.53	\$2,565.29	\$3,078.52
8-Cubic Yard Bin	\$677.23	\$1,322.75	\$1,873.29	\$2,560.29	\$3,363.86	\$4,150.92

Roll-Off Collection Rates (Per Pull)				
	Material			
Service Level	MSW	REC	YT	C&D
10 YD	\$408.81	\$408.81	\$408.81	\$408.81
20 YD	\$592.82	\$592.82	\$592.82	\$592.82
30 YD	\$776.84	\$776.84	\$776.84	\$776.84
40 YD	\$960.85	\$960.85	\$960.85	\$960.85
31-40 YD R.O. Compactor	\$2,589.50	n/a	n/a	n/a
0-30 YD R.O. Compactor	\$1,463.01	n/a	n/a	n/a
Per Ton	\$100.00	\$50.59	\$63.53	\$100.00

Additional Service Rates		
Service	Sector	Charge Per Event*
Cart Rental - All Sizes	RES	\$4.52
Cart Replacement	RES	\$90.46
Re-Delivery or Re-Start	RES	\$37.69
Cart Cleaning	RES	\$37.69
Non-Scheduled Collection	RES	\$28.64
Difficult to Service Cart	COM	\$1.51
Difficult to Service Bin	COM	\$4.52
Locking Bin	COM	\$75.38
Cart Replacement	COM	\$90.46
Cart Cleaning	COM	\$37.69
Bin Swap- Cleaning or Repainting	COM	\$113.07
Bulky - Recyclable	RES/COM	\$30.15
Bulky - Non Recyclable	RES/COM	\$37.69
Bulky - Event	RES/MFD	\$45.23
Covered Box	RO	\$113.07
Driver Time per Hour	RO	\$165.84
Dry Run or Relocation	RO	\$113.07
Extra Days	RO	\$37.69

*Note: Application of fees shall be as described in Franchise Agreement.

Note: All rates are monthly unless stated otherwise.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: June 4, 2026

**SUBJECT: ADOPT A RESOLUTION APPROVING FISCAL YEAR 2026-2027
AMENDMENTS TO THE MEMORANDUM OF UNDERSTANDING
WITH REGEN MONTEREY AND MEMBER AGENCIES FOR SENATE
BILL 1383 COMPLIANCE ACTIVITIES**

RECOMMENDATION

Approve Fiscal Year 2026-2027 amendments to the Memorandum of Understanding with ReGen Monterey and participating member agencies.

BACKGROUND

On July 15, 2021 the City of Seaside approved a Memorandum of Understanding (MOU) with ReGen Monterey and participating member agencies to coordinate regional activities necessary to comply with California Senate Bill 1383 (SB 1383). Participating agencies include the cities of Carmel-by-the-Sea, Del Rey Oaks, Marina, Monterey, Pacific Grove, Sand City, and Seaside; the Pebble Beach Community Services District; and the County of Monterey. Each year ReGen staff identify expected expenses associated with jurisdictional compliance of SB 1383.

SB 1383 establishes statewide requirements intended to reduce the disposal of organic waste and increase the recovery of edible food for beneficial use. Regulations took effect and local program implementation began on January 1, 2022. The regulation has significant impact on each Member Agency with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. The legislation mandates that Member Agencies undertake certain activities around the handling of organic waste materials collected within their jurisdictions. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus, preventing edible food

from entering the waste stream.

In 2021, the Member Agencies determined that it was in their best interest to coordinate their activities related to this legislation. This coordination is facilitated by ReGen Monterey's Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three haulers in our service area (Haulers) and ReGen Monterey. The MOU was adopted by the ReGen Monterey Board on June 18, 2021, and the Member Agencies soon thereafter, becoming effective July 1, 2021.

The Member Agencies determined that ReGen Monterey has the expertise and resources necessary to implement shared activities on the Member Agencies' behalf and requested that ReGen incur costs to provide these activities. The Member Agencies have agreed to reimburse ReGen for proportionate shares of certain designated annual costs incurred by ReGen for these activities under a MOU.

Since the implementation of the MOU, ReGen Monterey's staff and the Technical Advisory Committee (TAC) have had great success implementing SB 1383 requirements. The MOU continues to be valuable for the City of Seaside in facilitating the implementation of SB 1383. In Fiscal Year 2025-2026 the MOU, in partnership with Salinas Valley Recycles, funded the awards of over \$95,000 to local Food Recovery Organization for capacity building, including CSUMB's Basic Needs and All in Monterey County based in Seaside. The MOU continued funding required Edible Food Recovery outreach, education, and inspections as well as general SB 1383 outreach efforts to the public.

DISCUSSION

The amendment submitted for Fiscal Year 2026/2027 updates Exhibit A of the MOU, which lists the regional costs, and Exhibit B, the Annual Proportionate Shares of the Cost. Expenses include items such as program administration, public education, monitoring, reporting and edible food recovery capacity building, procurement, and program administration and outreach.

New for Fiscal Year 2026/2027 are some activities that were previously funded by CalRecycle Local Assistance Grant Program (LAGP) that now must be funded directly by the Member Agencies. This includes mandated programs for procurement of organic material (compost); commercial and multi-family organics outreach; and increased funding for increased public education to continue with media spending for the Sort with Heart campaign. This shared funding strategy remains an immense value for Seaside to achieve compliance with SB 1383.

Exhibit B of the MOU identifies the costs proportionally per member agency by percentage per population. The cost is further adjusted by the establishment of cost minimums for each member agency, the County of Monterey's participation in only the

Edible Food Activities, and the exclusion of the County and City of Monterey from the Franchise Contract Management tasks, which are not applicable, as their franchise agreements are with different haulers.

A newly added cost, previously covered by LAGP funding, is the required Procurement of Organic Material. The Annual Procurement Targets for each jurisdiction are set by CalRecycle on an annual basis. All member agencies, excluding Monterey County, have a Direct Service Agreement with Keith Day Company for the procurement of the organic material for a flat fee of \$5 per ton. This agreement is a cost-saving measure for the City of Seaside, which would otherwise have to procure, on an annual basis, the required tons of compost (1,491 tons) directly at a rate of approximately \$28 per ton to be used or given away by the City.

The anticipated amended regional cost (Exhibit A) is \$381,954.00, and the cost to the City of Seaside (Exhibit B) is \$109,239.00. The increase of \$11,251.00 from FY 2025/2026 is primarily due to the end of the LAGP funding for required activities.

The draft FY 26/27 expenses were first presented to the TAC for review, feedback, and consensus. It was then presented to the ReGen Monterey Board of Directors and Member Agencies' Councils and Boards and was approved on May 22, 2026.

The amendment to the MOU applies to FYE 2027. The cost of the City's proportional share for the MOU with ReGen are recovered through the Franchise Fees collected from Greenwaste Recovery.

FISCAL IMPACT

The cost of this item is \$109,239.00 which has been incorporated into the 2026/2027 Greenwaste Recovery trash rates and is recovered by the City through Franchise Fees.

STRATEGIC PRIORITY

Not Applicable

ATTACHMENTS

1. Resolution
2. MOU with Exhibit A and B

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to be 'LMP' or similar, written in a cursive style.

Greg McDanel, City Manager

RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING FISCAL YEAR 2026-2027 AMENDMENTS TO THE MEMORANDUM
OF UNDERSTANDING WITH REGEN MONTEREY AND MEMBER AGENCIES FOR
SENATE BILL 1383 COMPLIANCE ACTIVITIES**

WHEREAS, The State of California has passed legislation, known as Senate Bill 1383, California's Short-Lived Climate Pollutants regulation. The regulation will have significant impact on the City, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis; and

WHEREAS, the legislation mandates that the City undertake certain activities around the handling of organic waste materials collected within our jurisdiction. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus prevent it from entering the waste stream; and

WHEREAS, regulations took effect, and local program implementation began, on January 1, 2022; and

WHEREAS, in 2021, the Member Agencies determined that it was in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by ReGen's Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three haulers in the ReGen's service area (Haulers), and ReGen; and

WHEREAS, the Member Agencies determined that ReGen has the expertise and resources necessary to implement shared activities on the Member Agencies' behalf and requested that ReGen incur costs to provide these activities.; and

WHEREAS, the Member Agencies have agreed to reimburse ReGen for proportionate shares of certain designated annual costs incurred by ReGen for these activities under a Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District and its Member Agencies Regarding Assistance with Compliance with California Senate Bill 1383.; and

WHEREAS, the purpose of the MOU is to provide a structure for the Member Agencies to reimburse ReGen for SB 1383 related activities it performs on behalf of the Member Agencies. The MOU was voluntarily entered into by the parties for the purpose of facilitating the implementation of SB 1383. The MOU was adopted by the ReGen Board on June 18, 2021, the Member Agencies soon thereafter, and became effective July 1, 2021; and

WHEREAS, Seaside has been participating in ReGen Monterey's Technical Advisory Committee (TAC), and it is agreed that it is in our City's best interest to coordinate activities related to this legislation. As ReGen has the expertise and resources necessary to implement some of these activities on a regional bases; and

WHEREAS, on June 16, 2022, the City approved the memorandum of understanding between the Monterey regional waste management district and its member agencies regarding assistance with compliance with California Senate Bill 1383.

WHEREAS, an Amendment to Exhibit A (Detailed Activities & Costs FY 2026-2027) and Exhibit B (Member Agencies' Annual Proportionate Shares & Costs FY 2026-2027) to the MOU was adopted by the ReGen Board on May 22, 2026, the Member Agencies soon thereafter, and will become effective July 1, 2026; and

WHEREAS, Exhibit A and Exhibit B amend the activities and costs with the anticipated regional cost of \$381,954.00 and the cost to Seaside is \$109,239.00. This cost was included in the 2026/2027 Greenwaste Recovery trash rates.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby direct the City of Seaside City Manager to accept and execute on behalf of the City Council, the Amendment to Exhibit A & B of the Memorandum of Understanding between ReGen Monterey and its member agencies regarding assistance with compliance with California Senate Bill 1383.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 4th day of June 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

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH CALIFORNIA SENATE BILL 1383

This Memorandum of Understanding (“MOU”) is made and entered into as of the date of the signatures set forth below by and between the MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT (“District”, “MRWMD”), a California Garbage and Refuse Disposal District, and its member agencies including the cities of CARMEL-BY-THE-SEA, DEL REY OAKS, MARINA, MONTEREY, PACIFIC GROVE, SAND CITY, and SEASIDE; THE PEBBLE BEACH COMMUNITY SERVICES DISTRICT; and THE COUNTY OF MONTEREY (“Member Agencies”). Collectively these entities shall be known herein as “Parties” or individually as a “Party.”

Recitals

- A. The State of California has passed legislation, known as Senate Bill 1383, California’s Short-Lived Climate Pollutants regulation. The regulation will have significant impact on each Member Agency, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. The legislation mandates that Member Agencies undertake certain activities around the handling of organic waste materials collected within their jurisdictions. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus prevent it from entering the waste stream. Regulations take effect, and local program implementation will begin, on January 1, 2022.
- B. The Member Agencies have determined that it is in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by the District’s Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three Haulers in the District service area (Haulers), Salinas Valley Recycles (SVR) and MRWMD.
- C. The Member Agencies have further determined that the District has the expertise and resources necessary to implement some of these activities on the Member Agencies’ behalf and have now requested that the District incur costs to provide these activities.
- D. The Member Agencies have agreed to reimburse the District for proportionate shares of certain designated annual costs incurred by the District for these activities.
- E. The form and content of this MOU have been presented to the TAC, and the TAC has recommended it for approval by the Parties

NOW THEREFORE, in consideration of the mutual benefits to be derived by the District and the Member Agencies, and of the promises contained in this MOU, the Parties agree as

follows:

Section 1. Recitals: The recitals set forth above are incorporated into this MOU.

Section 2. Purpose: The purpose of this MOU is to provide a structure for the Member Agencies to reimburse the District for SB 1383 related activities it performs on behalf of the Member Agencies.

Section 3. Voluntary: This MOU is voluntarily entered into by the Parties for the purpose of facilitating the implementation of SB 1383.

Section 4. Term: This MOU shall become effective on the last day of its execution by a Party and shall remain in effect until terminated by the Parties.

Section 5. Scope of Work, Costs & Cost Sharing: The scope of work, and associated costs, are set out in Exhibit A, entitled Detailed Activities and Costs, attached hereto and incorporated herein. Allocation of such costs to the Member Agencies is set out in Exhibit B, entitled Member Agencies' Annual Proportionate Shares and Costs, attached hereto and incorporated herein. Exhibit C outlines estimated individual Member Agencies' allocations related to the Department of Resources Recycling and Recovery (CalRecycle) SB 1383 Local Assistance Grant Program (OWR1: 2021-22), attached hereto and incorporated herein. Exhibit D defines the estimated annual procurement requirements of organic material and estimated cost per ton of compost for each Member Agency, attached hereto and incorporated herein.

No later than March 1 of each year, and at such other times as directed by the Parties, the TAC shall meet to consider and, if deemed necessary, modify Exhibits A, B, C, and/or D subject to direction from the governing bodies of each Member Agency to its TAC representative.

Section 6. The District Agrees:

(a) District staff will manage activities as identified in Exhibit A, C, and D which activities include contracting with third party vendors when reasonably necessary and paying those vendors for contracted costs.

(b) Two times per year, on dates to be determined by the TAC, District will invoice Member Agencies for each Member Agency's proportionate share of costs as shown in Exhibit B with each invoice to be fifty percent (50%) of the Member Agency's share of costs.

(c) Upon award of CalRecycle SB 1383 Local Assistance Grant Program funds, the District will invoice Member Agencies for their full allocation of grant funds as shown in Exhibit C. Four times during the grant term, aligned with dates identified by CalRecycle grant Terms & Conditions, the District shall report to Member Agencies a summary of actual grant expenditures and progress toward grant tasks to date.

(d) District will maintain an accounting of activities and expenses and provide reconciliation of payments annually. Material differences between estimated costs and actual incurred costs will result in either: 1) an adjustment made to the final annual payment for each Member Agency, or 2) such cost difference shall be incorporated into the subsequent year cost allocation.

(e) In year one only, in recognition of expected continuation of improved recycling revenues for the District from recyclable material sales, the District will off-set \$140,000 of the costs identified in Exhibit A. This off-set is reflected in the cost allocations set out in Exhibit B for FY 2021-22.

Section 7. The Member Agencies Agree:

(a) To reimburse the District for all expenses incurred by the District under this MOU in accordance with each Member Agency's proportionate share as shown on Exhibit B, C, and D.

(b) To make a full-faith effort to cooperate with one another and with the District to achieve the purposes of this MOU by providing information, reviewing information in a timely manner, and informing their respective administration and governing bodies.

Section 8. Termination. Any Party may terminate its participation in this MOU upon giving written notice to the District no later than April 1 of any calendar year during the term of this MOU. Within ten days following a Party's termination date, such party shall pay District all charges then due and payable and shall pay when determined any additional charges that shall later come due under the MOU, subject to the limits set out in Exhibits A, B, C, and D.

Section 9. General Provisions.

(a) This MOU is binding and for the benefit of the respective successors, heirs, and assigns of each Party and the District; provided however, no Party may assign its respective rights or obligations under this MOU without the prior written consent of the District.

(b) This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(c) If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

(d) Waiver by the District or any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition, or covenant.

Waiver by the District or any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) This MOU may be executed in any number of counterparts, each of which is an original but all of which taken together will constitute one and the same instrument, provided, however, that such counterparts have been delivered to all parties to this MOU.

(f) All parties acknowledge they have been represented, or have had the opportunity to be represented, by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the District and the Parties and must be rectified by amending this MOU.

(g) This MOU supersedes and replaces all prior MOUs between the District and the Parties hereto relating to the subject matter of this MOU.

IN WITNESS WHEREOF, the District and the Parties have caused this MOU to be executed by their duly authorized representatives as of the date of their respective signatures.

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF CARMEL-BY-THE-SEA

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF DEL REY OAKS

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF MARINA

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF MONTEREY

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF PACIFIC GROVE

By: _____

DATE: _____

APPROVED AS TO FORM:

SAND CITY

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF SEASIDE

By: _____

DATE: _____

APPROVED AS TO FORM:

PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: _____

DATE: _____

APPROVED AS TO FORM:

COUNTY OF MONTEREY

By: _____

DATE: _____

APPROVED AS TO FORM:

Exhibit A
Detailed Activities and Costs
FY 2026-2027

Task #	SB 1383 Fee Category	Detail	FY 26/27 Budget	Notes
1	HF&H General Support & TAC meetings	Task #5 (general support) & task #6 (monthly TAC meetings) of HF&H FY 2026 proposal	\$ 14,000	
2	Edible Food Recovery Capacity Building	\$50,000 for ReGen portion of grant allocations \$10,500 for grant administration	\$ 60,500	Grants offered jointly by ReGen & SVR. County is omitted from this line item.
3	Edible Food Recovery Program Administration	Capacity Assessment Updates - Living Document FRO Annual Capacity Survey Updates Other support (TBD): Edible Food Outreach - Follow-up target groups Organics Collections Outreach - Follow-up target groups School Food Waste Reductions - Targeted groups Conference presentations	\$ 15,635	ReGen member agency portion only. Split 50/50 with SVR.
4	Outreach & Technical Assistance to FROs and EFGs	Outreach and technical assistance for food recovery organizations (FROs) and Edible Food Generators (EFGs), Careit App support	\$ 19,170	Previously funded by CalRecycle LAGP grants.
5	Edible Food Generator Inspections for Tier 1 & 2	Inspections only	\$ 4,602	Omits County of Monterey as they perform their own inspections
6	Commercial and Multi-Family Organics Outreach	Provide outreach, education, and technical assistance support to targeted multi-family and commercial businesses	\$ 9,450	Previously funded by CalRecycle LAGP grants.
7	Public Education	Design/creation of public education materials (\$5k). Does not include production or distribution of materials created. Continuation of Sort with Heart campaign (\$25k media placement inclusive of booking fees).	\$ 30,000	Sort with Heart campaign previously funded by CalRecycle LAGP grant.
8	Contamination Monitoring (Lid Flipping)		\$ 18,400	Omits County of Monterey due to WM Smart Truck.
9	Recyclist Fees	Cloud-based recordkeeping and reporting system shared by haulers, jurisdictions and processor.	\$ 14,002	Omits County & City of Monterey, who subscribe separately.
10	ReGen Monterey Staff Time	Coordination and Hosting of Monthly TAC Meetings Hosting and/or participating in TAC Subcommittees SB 1383 Program Coordination and Implementation CalRecycle Reporting Support - Electronic Annual Report & Implementation Records	\$ 75,000	
SB 1383 Total			\$ 260,759	

SB 1383 Procurement of Organic Material

(Cost per member agency feeds directly into Exhibit B)

Member Agency	Annual Procurement Target (tons of compost)	Cost @ \$5/ton using direct-service provider agreement	Notes
Carmel-by-the-Sea	187	\$ 935.00	*The County of Monterey has separate procurement MOU w/ ReGen through 2027. Their amount is not included in this total.
Del Rey Oaks	78	\$ 390.00	
Marina	1,017	\$ 5,085.00	
Monterey	1,317	\$ 6,585.00	
Pacific Grove	721	\$ 3,605.00	
Sand City	18	\$ 90.00	
Seaside	1,491	\$ 7,455.00	
Pebble Beach CSD	210	\$ 1,050.00	
Unincorporated County (West)*	3071	\$ 15,355.00	
ReGen Monterey Total	8,110	\$ 40,550.00	

HF&H Franchise Management Fees

Task #	FY 26/27 Budget	Notes
1. Review Contractor's Quarterly Reports	\$16,000	Franchise Management services are for GreenWaste member agencies only (omitting the City and County of Monterey).
2. Review Contractor's Annual Report	\$3,000	
3. Review Franchise Fee Payments	\$3,000	
4. Review Contractor's Annual Rate Adjustments	\$50,000	
8. Monitor Contract Compliance	\$24,000	
Franchise Management Total	\$96,000	

Exhibit A Total	\$ 381,954
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Exhibit B
Member Agencies' Annual Proportionate Shares of Costs*
FY 2026-2027

Table 1 HF&H General Support; EFR Capacity, Admin & Technical Assistance; COM & MFD Outreach; Pub Ed; & ReGen Staff Time*				
	Population			
	#	%	Per Agency Cost/Year	With \$8,500 Minimum
Carmel	3,220	2.9%	\$ 5,981	\$ 8,500
DRO	1,592	1.5%	\$ 2,957	\$ 8,500
Marina	22,359	20.4%	\$ 41,529	\$ 37,943
PG	15,090	13.8%	\$ 28,028	\$ 25,608
PBCSD	4,531	4.1%	\$ 8,416	\$ 8,500
Sand City	325	0.3%	\$ 604	\$ 8,500
Seaside	32,366	29.5%	\$ 60,116	\$ 54,925
Monterey City	30,218	27.5%	\$ 56,126	\$ 51,280
County	53,915		\$ 20,000	\$ 20,000
TOTAL	163,616		\$ 223,755	\$ 223,755

*SB 1383 tasks 1-4, 6, 7 & 10

Table 2 Edible Food Generator Inspections and Contamination Monitoring*				
	Population			
	#	%	Per Agency Cost/Year	With \$1,500 Minimum
Carmel	3,220	2.9%	\$ 675	\$ 1,500
DRO	1,592	1.5%	\$ 334	\$ 1,500
Marina	22,359	20.4%	\$ 4,688	\$ 3,800
PG	15,090	13.8%	\$ 3,164	\$ 2,565
PBCSD	4,531	4.1%	\$ 950	\$ 1,500
Sand City	325	0.3%	\$ 68	\$ 1,500
Seaside	32,366	29.5%	\$ 6,786	\$ 5,501
Monterey City	30,218	27.5%	\$ 6,336	\$ 5,136
County	53,915		\$ -	\$ -
TOTAL	163,616		\$ 23,002	\$ 23,002

*SB 1383 tasks 5 & 8

Table 3 SB 1383 Procurement of Organic Material		
	Population	
	Annual Procurement Target (tons of compost)	Cost @ \$5/ton using direct-service provider agreement
Carmel	187	\$ 935
DRO	78	\$ 390
Marina	1,017	\$ 5,085
PG	721	\$ 3,605
PBCSD	210	\$ 1,050
Sand City	18	\$ 90
Seaside	1,491	\$ 7,455
Monterey City	1,317	\$ 6,585
TOTAL	5,039	\$ 25,195.00

Table 4 HF&H Franchise Management Fees and Recyclist Fees*				
	Population			
	#	%	Per Agency Cost/Year	With \$5,000 Minimum
Carmel	3,220	4.1%	\$ 4,456	\$ 5,000
DRO	1,592	2.0%	\$ 2,203	\$ 5,000
Marina	22,359	28.1%	\$ 30,944	\$ 28,571
PG	15,090	19.0%	\$ 20,884	\$ 19,283
PBCSD	4,531	5.7%	\$ 6,271	\$ 5,790
Sand City	325	0.4%	\$ 450	\$ 5,000
Seaside	32,366	40.7%	\$ 44,794	\$ 41,358
TOTAL	79,483		\$ 110,002	\$ 110,002

*SB 1383 task 9

Member Agencies will be invoiced an annual amount not to exceed column below titled "With Minimums"

Table 5 - Total Costs by Agency				
	Population			
	#	%	Per Agency Cost/Year	With Minimums
Carmel	3,220	2.0%	\$ 12,047	\$ 15,935
DRO	1,592	1.0%	\$ 5,884	\$ 15,390
Marina	22,359	13.7%	\$ 82,246	\$ 75,399
PG	15,090	9.2%	\$ 55,681	\$ 51,060
PBCSD	4,531	2.8%	\$ 16,687	\$ 16,840
Sand City	325	0.2%	\$ 1,212	\$ 15,090
Seaside	32,366	19.8%	\$ 119,151	\$ 109,239
Monterey City	30,218	18.5%	\$ 69,047	\$ 63,001
County	53,915	33.0%	\$ 20,000	\$ 20,000
TOTAL	163,616	100.0%	\$ 381,954	\$ 381,954

* Member agencies' proportionate costs subject to adjustment annually in accordance with any change in scope and total costs.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: June 4, 2026

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF DEL MONTE AVENUE TO THROUGH TRAFFIC FROM TIOGA AVENUE TO THE BEGINNING OF THE GRANITE ROCK BUILDING FOR THE CLASSIC PORSCHE EVENT ON AUGUST 10, 2026

RECOMMENDATION

Permit the closure of Del Monte Avenue.

BACKGROUND

Porsche Monterey will be holding their Classic Porsche Event on Monday, August 10, 2026, from 12:30 p.m. to 8:00 p.m. The majority of the event will take place on Porsche property. However, they are requesting the closure of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building for their Porsche display. The closure of Del Monte Avenue will greatly enhance this event and will allow for greater safety for the participants.

If the City Council approves the request for closure of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building on Monday, August 10, 2026, between the hours of 12:30 p.m. to 8:00 p.m., staff recommends the following conditions be met:

1. Obtain an ABC License for the event. (Alcohol will only be allowed inside the building and they will have security).
2. Submit a Temporary traffic control plan and traffic detour plan prepared by a registered traffic engineer, reviewed and approved by Public Works.

3. Organization to provide insurance coverage for the event.
4. Pay all city-related costs. See cost Estimate.

The City Council has approved this request on an annual basis since 2019.

FISCAL IMPACT

The estimated cost for staff time and resources is \$4,287.00, and the event organizers will pay all associated costs.

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. Special Event Application - Porsche Monterey - Classic Porsche Event 2026
 2. Map of Del Monte Avenue Closure 2026
 3. Maps of Del Monte Avenue Closure 2026
 4. Resolution Porsche Monterey Classic Porsche Event 2026
 5. Porsche Event Cost Estimate 2026
 6. Temporary Street Closure Policy- Porsche Monterey - Classic Porsche Event 2026
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**SEASIDE
CALIFORNIA**

Special Event Application

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

CONTACT INFORMATION:

Organization: PORSCHE MONTEREY
Name of Applicant: NICHOLAS NEWTON
Address: 1781 DEL MONTE BLVD City: SEASIDE State: CA
Phone: (831) 593-4821 Email: NNEWTON@LITHIA.COM
Day of Event Contact Name and Phone: NICHOLAS NEWTON (831) 596-6037

EVENT INFORMATION:

Event Title: PORSCHE MONTEREY CLASSIC
Event Category:
☐ Athletic / Recreation ☐ Concert / Performance ☐ Circus
☐ Celebration / Festival ☐ Parade / March / Procession ☐ Dance
☐ Carnival ☒ Other: CAR SHOW
Event Date and Time: AUGUST 10TH 3PM - 7 PM
Setup: 1:00 PM Event Start: 3:00 PM Event End: 7:00 PM Clean up: 8:00 PM
Event Location: 1781 DEL MONTE BLVD

EVENT DESCRIPTION:

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

ANNUAL EVENT TO CELEBRATE PORSCHE HERITAGE
AND START OF CAR WEEK

Number of Participants: 2000 Event Benefiting: PUBLIC
Federal ID # (if applicable): _____
☐ 501 C(3) ☐ 501 C(6) ☐ Commercial-For Profit ☐ Other: _____

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



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

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

How will the event be advertised and promoted? Social Media, Radio

Signs posted: _____

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

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

Will the event include music or live performances?

☒ Yes ☐ No

Will film, video, or photography be involved with the production of event?

☒ Yes ☐ No

Do you intend to sell food or beverage?

☐ Yes ☒ No

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

Do you intend to sell other merchandise?

☐ Yes ☒ No

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

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served?

☒ Yes ☐ No

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

☐ Yes ☒ No

Parking arrangements: on Property



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

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

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

PUBLIC WORKS

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

INTERIOR USE OF FACILITY DUMPSTER

Other pertinent information or special requests:

APPLICANT AGREEMENT

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

Applicant Signature: _____

Date: 5-8-26



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

Attach to application and mail to:

City of Seaside Recreation Services

Attn: Recreation Director

986 Hilby Avenue

Seaside, CA 93955

SPECIFIC EVENT CONDITIONS OF APPROVAL

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

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

PROVISIONS

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

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

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

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

Applicant Signature: _____

Date: 5.8.26



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

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

Insurance Agency: Bellman Carson Insurance Agent: _____
Phone Number: (414) 460-1400 Policy Number: 73921662

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

Applicant Signature: [Signature] Date: 5-8-20

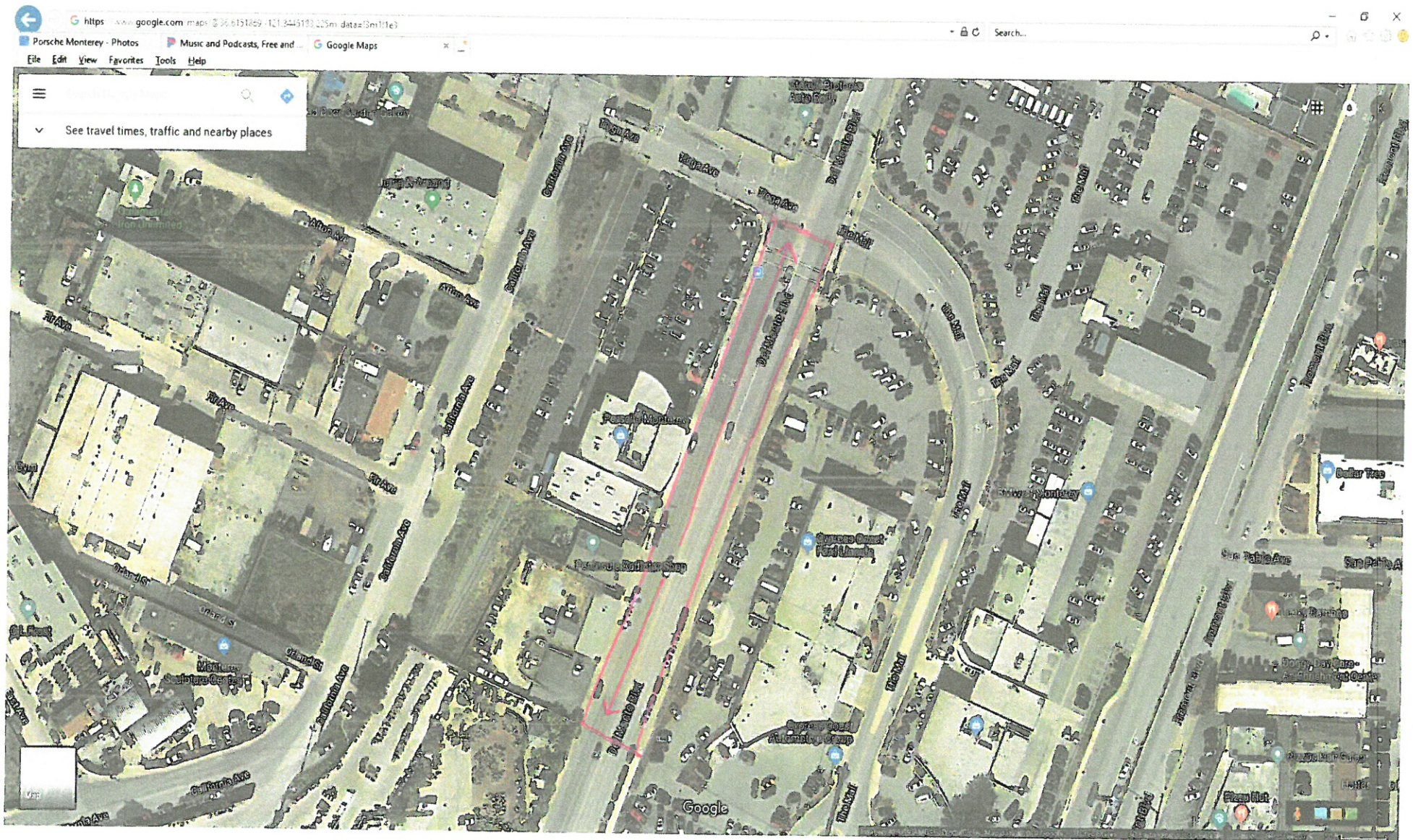
(For Office Use Only)

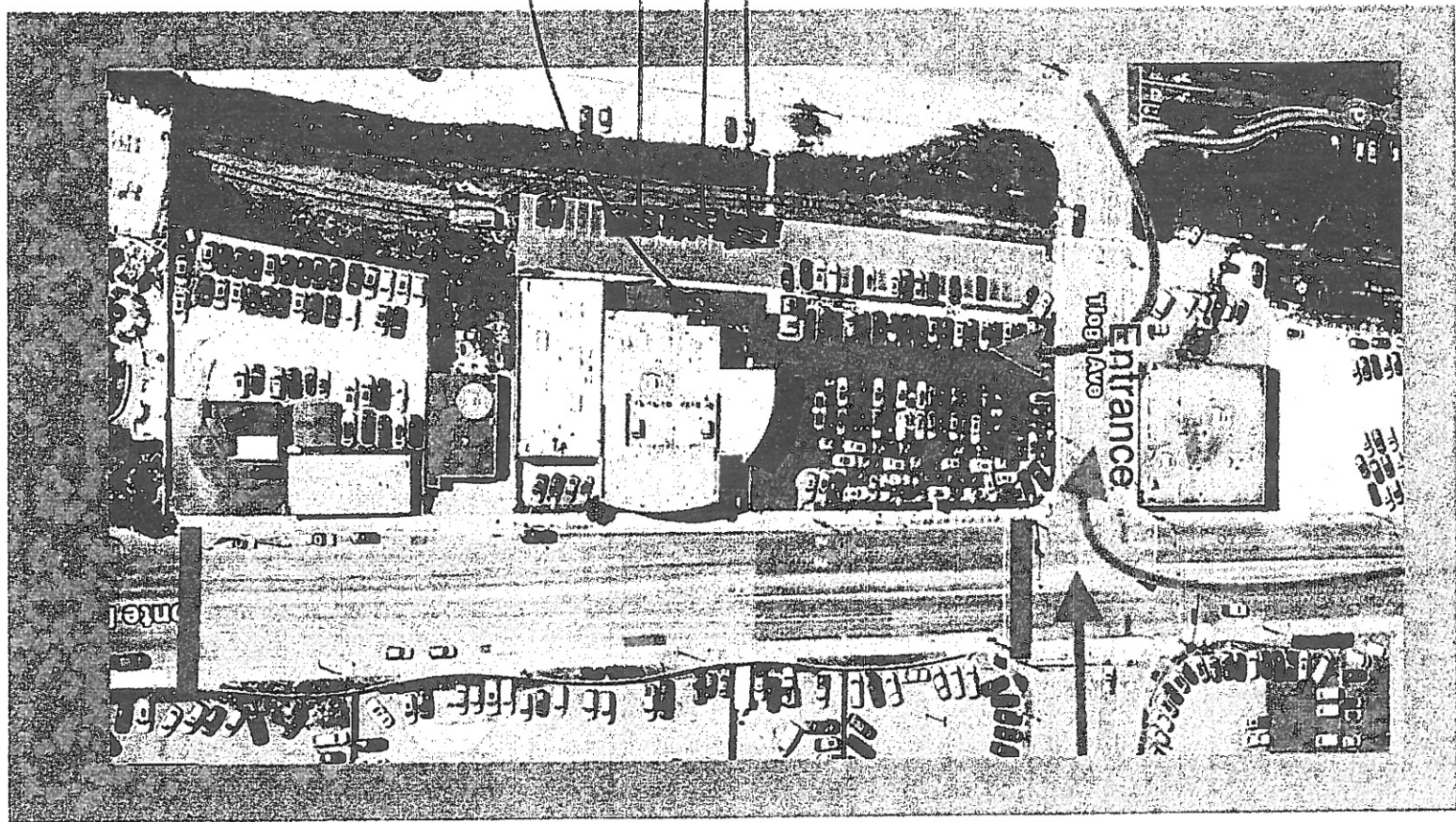
Authorization

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

Comments: _____







RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING
THE CLOSURE DEL MONTE AVENUE TO THROUGH TRAFFIC FROM TIOGA
AVENUE TO THE BEGINNING OF THE GRANITE ROCK BUILDING**

WHEREAS, Porsche Monterey will be holding their Classic Porsche Event that is open to the public; and

WHEREAS, the closing of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building is necessary between the hours of 12:30 p.m. and 8:00 p.m. on August 10, 2026 to insure the safety of the public;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the closure of Del Monte Avenue from Tioga Avenue to the beginning of the Granite Rock building to ensure the safety of the public using this portion of roadway during this event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 4th day of June 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

COST ESTIMATE PORSCHE MONTERERY

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
Temporary Traffic Control	1	\$3,342.00	\$3,476.00
Temporary No Parking and/or Parking Signage	1	\$445.00	\$463.00
<u>Site Clean Up Including Street Sweeping</u>	1	<u>\$335.00</u>	<u>\$348.00</u>
TOTAL ESTIMATED COST			\$4,287.00



TEMPORARY STREET CLOSURE POLICY

I. Purpose

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

II. Scope

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

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

III. Policy Criteria

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



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

IV. Application Procedure

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



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

V. Road Closure / Barricade Equipment:

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

VI. Public Notification

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



VII. Fees and Charges

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

VIII. Additional Event Requirements

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

IX. Damages & Insurance

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



February 2022

STREET CLOSURE NOTIFICATION (SAMPLE)

Notice Application for Street Closure	
This notice serves as notification that a request for street closure has been submitted to the City of Seaside and includes a request to close a portion of: (insert street)	
Noticing Date: 5/8/2026	
Name of Applicant: Porsche Monterey	
Name of the Event / Purpose of Closure: Porsche Monterey Classic	
Date of Closure: August 10, 2026	
Start Time of Closure: 12:30pm	End Time of Closure: 8:00pm
Streets to be closed:	
A: Del Monte Blvd from to Tioga Ave.	
B: Del Monte Blvd from to Granite Rock Construction Property line	
C: from to	
Map of Closure:	
Map of Street Closure: The map shows a street grid with Del Monte Blvd running horizontally. Tioga Ave runs vertically, intersecting Del Monte Blvd. To the right of Tioga Ave, there is a dashed line representing the Granite Rock Construction Property line. A legend indicates that hatched areas represent 'ROAD CLOSURE'.	
To provide input on this application:	
Provide written comment to city clerk@ci.seaside.ca.us , include the following in the subject line "Public comment Item # (insert the agenda item number relevance to your comment). Written comments must be received by 3pm of the day of the meeting	
Provide public comment in person at the meeting.	
Meeting Date/Time: 6/4/2026 5pm	Meeting Information:



February 2022

TEMPORARY STREET CLOSURE APPLICATION

Applicant Information	
Name of Applicant: <u>PORSCHE MONTEREY</u>	Date: <u>5-8-26</u>
Mailing Address: <u>1781 DEL MONTE BLVD</u>	City/ State: <u>SEASIDE, CA</u>
Email: <u>NNEWTON@LITHIA.COM</u>	Phone: <u>(831) 533-4801</u>

Street Closure Details	
Name of the Event / Purpose of Closure: <u>PORSCHE MONTEREY CLASSIC</u>	
General Description: <u>ANNUAL PORSCHE CLASSIC EVENT - CAR SHOW</u>	
Event Start and End Time: <u>3:00 PM TO 7:00 PM</u>	Estimated number of people in attendance: <u>2000</u>
Date of Event: <u>AUGUST 10TH 2026</u>	Total Number of streets to be closed: <u>SEGMENT OF DEL MONTE BLVD</u>
Will alcohol be served? <u>TASTING, NO PURCHASE</u>	Will the event include live or amplified music? <u>YES, ON PROPERTY ONLY</u>
Streets to be closed (please attach a detailed site map of closure location):	
A: <u>DEL MONTE BLVD</u> from to <u>TIGRA AVE</u>	
B: <u>DEL MONTE BLVD</u> from to <u>GRANITE ROCK PROPERTY LINE</u>	
C: _____ from to _____	
Street close time: <u>1:00 PM</u>	Street opening time: <u>8:00 PM</u>
Supplementary questions	Yes No
Will vehicles be allowed inside the closure?	☒ ☐
If yes, please explain why and provide their locations:	<u>REGISTERED VEHICLES @ EVENT PARKING</u>
Are you planning to hire a security company for the planned closure?	☒ ☐
If yes, provide the Company name, phone number, name of Supervisor, and locations for where security will be placed: <u>TO BE DETERMINED</u>	
I certify that the information provided in the application is true and correct to the best of my knowledge.	
Applicant Signature: <u>[Signature]</u>	Date: <u>5-8-26</u>



February 2022

For Official Use Only

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

Police Department		
Application Review Questions	Yes	No
Based on the information provided, does the applicant need to have Security assigned to assist traffic around the street closure?	X	
If yes, please identify the areas where security is required: Hill Traffic Area		
Is the street closure application approved by the Police Dept?	X	
If no, what is the reason for denial:		
Is the street closure approved with conditions?	X	
If yes, what are the approval conditions? SECURITY		
Name of Dept. Head:	JUSTIN PASONE	Title: COMMANDER
Signature: #37141		



February 2022

Fire Department		
Application Review Questions	Yes	No
Does the site plan show obstructions on the road way?	X	
Does the site plan does provide for a 20' wide fire lane for emergency vehicle access?	X	
Is the street closure application approved by the Fire Dept?	x	
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head: Paul Blaha	Title: Fire Chief	
Signature: Paul Blaha Digitally signed by Paul Blaha DN: cn=Paul Blaha, c=US, o=City of Seaside, ou=Fire Department, email=pblaha@ci.seaside.ca.us Date: 2026.05.11 13:07:11 -07'00'		
Risk Management		
Application Review Questions	Yes	No
Does the proposed street closure meet the requirements of this policy with respect to size, compatibility, etc.?	X	
If required, has the applicant submitted Liability Insurance?	X	
Is the street closure application approved by Risk Management?	X	
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head: Samantha A. Sakhrani	Title: Human Resources Director/Risk Manager	
Signature: Samantha A. Sakhrani		

Status of Application

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

City Manager's Signature / Date: _____

If applicable, scheduled for City Council consideration on: _____



CITY OF SEASIDE STAFF REPORT

Item No.: 8.M.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: June 4, 2026

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT WITH MONTEREY PENINSULA
UNIFIED SCHOOL DISTRICT FOR AFTER-SCHOOL RECREATION
PROGRAMMING AT THE DUAL LANGUAGE ACADEMY OF THE
MONTEREY PENINSULA DURING THE 2026-27 SCHOOL YEAR**

RECOMMENDATION

Approve the agreement.

BACKGROUND

The City of Seaside's Recreation Department wishes to continue its partnership with the Monterey Peninsula Unified School District (MPUSD) to provide after-school recreational programming for students attending the Dual Language Academy of the Monterey Peninsula (DLAMP). The City has successfully completed its first year offering the program, and has been asked to continue the program for the 26-27 school year.

These programs are aimed at enhancing students' academic and social development outside of school hours. The City of Seaside, through its Recreation Department, has been providing quality recreational activities, including sports, arts and crafts, homework assistance, and enrichment opportunities in other locations such as the Oldemeyer Center, and the Hamilton Ellis, and Martin Plaza. This partnership with MPUSD is an extension of the services already provided to the community. In order to offer these services and ensure proper funding for the programs, a formal agreement with MPUSD is necessary to reimburse the City for the costs associated with these services.

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

- **Reimbursement Amount:** MPUSD will reimburse the City \$100.00 per participant enrolled per month in the after-school recreational programming.
- **Term of Agreement:** The contract will be effective for the 26-27 school year, with the option for renewal based on mutual agreement between both parties.
- **Program Oversight:** The City's Recreation Department will oversee and manage the after-school programming, ensuring that the program meets the educational and recreational needs of DLAMP students, and the requirements set forth in the agreement.

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

FISCAL IMPACT

Under the proposed agreement, MPUSD will reimburse the City at a rate of \$100 per enrolled student per month, for up to 120 students. The City will be responsible for the staffing, supplies, equipment, administrative support, and other operational costs necessary to provide the after-school program. Based on anticipated enrollment and program operating costs, staff anticipates that reimbursement revenue under the agreement will support the cost of providing the contracted services.

Approval of this agreement does not require an additional General Fund appropriation. Program revenues and corresponding expenditures will be accounted for within the Recreation Department budget in accordance with the adopted Fiscal Year 2026-27 budget.

STRATEGIC PRIORITY

Diverse and Inclusive Community, Community Safety & Quality of Life

ATTACHMENTS

1. City of Seaside_Contract_Staffing_2026-27
2. MPUSD DATA SHARING AGREEMENT_City of Seaside 2026.cleaned
3. DLAMP Resolution 2026

Reviewed for Submission to the City Council by:

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

Greg McDanel, City Manager

**MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT
SY 2026-2027 Consultants/Contracted Services**

GENERAL INFORMATION:

School/Department: __MPUSD- Expanded Learning Opportunities

Budget Class: _____

District Contact Person: __Tony Sanchez

Budget Approval: _____

Contractor: __City of Seaside: Recreation Department

Contractor's Contact Person: __Daniel Meewis

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

Requisition #: _____

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective __July 1, 2026__ (the "Effective Date"), by and between the Monterey Peninsula School District ("District") and __City of Seaside: Recreation Department__ ("Contractor"). District and Contractor may each be referred to as "Party" or together as the "Parties."

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

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

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

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

3. **Term.** This Agreement shall begin on July 1, 2026, and shall terminate upon completion of the Services, but no later than **June 4, 2027** ("Term"), except as otherwise stated in Paragraph 4 below. The dates of service include regular school calendar days (180 days) and exclude holidays and school breaks. There shall be no extension of the Term of this Agreement without the express written consent of the Parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services provided to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the Services in any manner District deems proper.

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

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

5. **Payment.** District agrees to pay Contractor at the rate of \$[n/a] per [n/a] ("Rate") for Services satisfactorily performed. The Rate shall not be increased by Contractor over the course of this Agreement. Total fees (the "Fee") paid by District to Contractor shall not exceed \$ 28,000. Any work performed by Contractor in excess of the Fee shall not be compensated. District agrees to pay Contractor, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, which shall include any additional supporting documentation reasonably requested by District.

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

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

Contractor's total reimbursement for Incidental Expenses shall not exceed \$ N/A.

5.2 **Administrative Rate.** Contractor declares that the total of indirect costs plus direct administrative costs shall be and shall not exceed fifteen percent (15%) of the total allowable costs under this Agreement as outlined in Exhibit A.

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

 X YES NO

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

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

Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a Party, person, or entity described in this Paragraph. The indemnification provided for in this Section 7 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

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

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

10. **Independent Contractor Status.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District Contractor understands and agrees that s/he and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to District employees and/or to which District's employees are normally entitled.

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

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

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

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

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

B. ☒ Contractor and Contractor Parties will have **more than limited contact** (as

determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

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

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

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

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

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

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

17. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically

or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

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

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

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

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

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

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

24. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of

persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons. Contractor and Contractor Parties shall comply with all state and federal laws regarding non-discrimination.

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

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

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

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

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

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

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

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

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

[Signatures follow on next page]

DISTRICT:
MONTEREY PENINSULA
UNIFIED SCHOOL DISTRICT

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

Address for District Notices:

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

Attn: Business Services

CONTRACTOR:

City of Seaside: Recreation Department

By: (signature)
Name: _____
Title: _____
Date: _____

Address for Contractor Notices:

986 Hilby Av
Seaside, CA 93955
Fax: 831-899-6274
Email: DMeewis@ci.seaside.ca.us

Attn: _____

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

To create a staffing partnership between the City of Seaside Recreation Department and the Monterey Peninsula Unified School District (MPUSD) to support after-school and youth programming at the Dual Language Academy of the Monterey Peninsula (DLAMP).

The purpose of this agreement is to establish a collaborative workforce development opportunity through the hiring, training, and supervision of high school students recommended by MPUSD to assist with youth programming and recreational activities at DLAMP.

Attachment EXHIBIT A

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

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

- 1.3.4. Students who are regularly picked up early (more than 2 times a week or 8 times a month) must complete an Early Release form with a parent/ guardian signature to be kept on file at the school site.

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

3. **Auditing and Reporting:**

- 3.1. The School District reserves the right to audit program activities and records related to the engagement with Community Partners.
 - 3.2. Any discrepancies or issues discovered during audits shall be promptly addressed and corrected. Reoccurring discrepancies and records incorrectly kept may result in delay of payments and processing invoices, and potentially termination of contract services.
 - 3.3. Contractor declares that the total of indirect costs plus direct administrative costs shall not exceed fifteen percent (15%) of the total allowable costs under this Agreement. This administrative rate shall be present on all invoices prepared by the Contractor. Administrative Costs are defined as the costs of administrative activities necessary for the overall operation of the agency or vendor, including supportive services, accounting, budgeting, personnel services, and related activities that are administrative in nature and do not have a direct relationship to supporting students in the program. All administrative costs must support the funded program.

4. **Nutritional Services**

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

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

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

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

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

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

I, as ____ the Assistant City Manager ____ of ____ City of Seaside: Recreation Department ____, have read the foregoing and agree that ____ City of Seaside: Recreation Department ____ will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

☐ Not Applicable

ATTACHMENT B-1

Violent and Serious Felonies

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

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

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

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

ATTACHMENT B-2

Form for Certification of Lack of Felony Convictions

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

Entity Name: _____ City of Seaside: Recreation Department _____

Date of Entity's Contract with District: _____ July 1, 2026 _____

Scope of Entity's Contract with District: _____ youth staffing _____

I, _____ Daniel Meewis _____, am the _____ Assistant City Manager _____ for _____ City of Seaside: Recreation Department ("Entity"), which entered a contract on _____ July 1, 2026 _____, with the District for _____ youth staffing supporting the ELO program at DLAMP _____.

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

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

Date: _____, 20____

Signature: _____

Typed Name: _____ Daniel Meewis _____

Title: _____ Assistant City Manager _____

Entity: _____ City of Seaside: Recreation Department _____

☐ Not Applicable

**DATA SHARING AGREEMENT
BETWEEN
THE MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT
AND
City of Seaside- Recreation Department**

This Data Sharing Agreement (“Agreement”) is entered into between the Monterey Peninsula Unified School District (“District” or “MPUSD”), a California public school district, and **City of Seaside- Recreation Department**, and acting on behalf of itself and its Affiliates (“Vendor,” and together with the District, the “Parties”), as of the date last signed below (“Effective Date”), and incorporates: (1) that certain Pupil Records Rider for Digital Records Storage and/or Digital Educational Software Contracts (“Pupil Records Rider”) attached hereto as **Exhibit B**; and (2) the Vendor Terms of Service and End User License Agreement. Vendor may update their Terms from time to time as long as any such updates do not materially diminish any of the District’s protections thereunder. In the event of a conflict between any provision in this Agreement, the Pupil Records Rider, or the Vendor Terms, the order of precedence shall be: the Pupil Records Rider, followed by this Agreement, followed by the Vendor Terms. In the event that this Agreement and/or the Rider are silent as to any term or condition that is expressly provided for in the Vendor Terms, the term or condition of the Vendor Terms shall apply.

RECITALS

1. This Agreement is intended to allow for the transfer of specific personally identifiable student data (“Student Data”), that constitutes “pupil records” as that term is defined by California Education Code section 49073.1 (“Pupil Records”) and/or “covered information” which means personally identifiable information or materials as defined by California Business and Professions Code section 22584 (“Covered Information”) (collectively “District Data”) to the Vendor, as required for the District’s use of Vendor’s software, service(s) and related licenses, under the terms and conditions set forth hereunder. For purposes of this Agreement. For the sake of clarity, Student Data, District Data, Pupil Records, and Covered Information do not include “Deidentified Information”, which means aggregated and anonymized data which may be derived from Student Data or any other confidential information; provided such Deidentified Information cannot reasonably be used to identify any student, user, or individual. Vendor may use Deidentified Information in accordance with applicable law.
2. This Agreement is also intended to protect the privacy and anonymity of all District students and other confidential District Data through the use of encryption and other requirements specified herein and ensure that District Data is only used and released in accordance with this Agreement.
3. Student confidentiality will be protected through Vendor established securities and policies while handling and maintaining District Data specified herein to protect the identity of individual students.

THEREFORE, considering the mutual representations, warranties, and agreements contained herein, the Parties hereto agree as follows:

AGREEMENT

- a. Purpose of Agreement. This Agreement is intended to allow for the transfer of District Data to the Vendor under the terms and conditions set forth hereunder, as required for the implementation and use of Vendor's software, service(s) and related licenses ("Licensed Products") by District and pursuant to the terms of that certain Order ("Order Form") executed by District and dated _Jul 1, 2026_, which Order Form is incorporated herein by reference.
- b. Release of District Data. The District hereby authorizes the release of the District Data described in **Exhibit A** to this Agreement that has been aggregated. If District Data shared under this Agreement contains personally identifiable information ("PII") regarding students, the Vendor shall be bound by all applicable laws, regulations, and requirements for access, handling, and use of such PII.

The District shall provide the District Data as specified in this Agreement and **Exhibit A**, at a minimum once a day during the Term of this Agreement. The initial transfer of District Data to the Vendor shall consist of District Data created or collected by the District at an agreed date and time between the Vendor and the District. After that, the Vendor and the District shall mutually agree on the method by which the District Data shall be transferred during the Agreement Term.

- c. Compliance with Applicable Law.
 - i. This Agreement is intended to comply with the applicable requirements of Education Code section 49076 and section 99.31(a)(6) of Title 34 of the Code of Federal Regulations.
 - ii. Vendor acknowledges and agrees that it will provide digital storage, management, and retrieval of Pupil Records and/or digital educational software through which Vendor may access, store, and/or use Pupil Records, as such terms are defined in Education Code section 49073.1. Accordingly, the Parties shall execute the Pupil Records Rider at **Exhibit B**.
- d. Term. The term of this Agreement ("Term") shall commence on the Effective Date, shall run concurrently with the term set forth in the Order Form for the District's use of the Licensed Products and shall automatically terminate upon the cancellation or expiration of the Order Form, unless earlier terminated pursuant to this Agreement.
- e. Termination. Either Party may terminate this Agreement with thirty (30) days' written notice to the other Party, at any time, for any reason.
- f. Transfer of Data. District Data shall be transferred to the Vendor using an industry

standard secure network protocol.

- g. Legal Obligations. The Vendor acknowledges that District Data transferred under this Agreement may contain confidential information protected from disclosure under federal and state applicable law, including the Family Educational Rights Protection Act (“FERPA”) and its implementing regulations (Code of Federal Regulations, Title 34, Part 99), the California Education Code, including but not limited to section 49060 *et seq.*, the federal Health Insurance Portability and Accountability Act (“HIPAA”) to the extent applicable, the California Information Practices Act (Civil Code section 1798.3 *et seq.*), and any other applicable source of law. The Vendor shall comply with all applicable federal and state laws and regulations with respect to its use and handling of District Data.
- h. Confidentiality and Security of District Data. Vendor and its employees, officers, and agents shall take industry standard steps designed to ensure the confidentiality of District Data through the following methods:
 - i. Vendor shall maintain District Data in a physically secure space from unauthorized access. Once District Data has been electronically transferred to the physically secure location, it will become the Vendor's responsibility to reasonably ensure the District Data is secured from unauthorized access at rest and in transit.
 - ii. Vendor shall restrict access to District Data only to (i) person(s) employed by Vendor or subcontractors who provide services pursuant to this Agreement; or (ii) person(s) employed by Vendor who have been tasked with analyzing the District Data (collectively “Authorized Users”); and shall provide training to all Authorized Users regarding access, use, and disclosure of District Data, including, but not limited to the requirements for handling confidential information, unauthorized disclosure or use of confidential information, and compliance with the terms of this Agreement and all applicable requirements of FERPA, HIPAA, and other applicable federal and state law governing the use of and release of District Data.
 - iii. Vendor shall not release or otherwise reveal, directly or indirectly, any District Data to any individual, agency, entity, or third party not included in this Agreement (Student Online Personal Information Protection Act, SB 1177) unless such disclosure is permitted by law or this Agreement, including but not limited to, in response to a subpoena or court order.
 - iv. The Vendor shall not distribute, reprint, alter, sell, assign, edit, modify, or create derivative works or any ancillary materials from or with District Data.
 - v. The Vendor shall not use District Data shared under this Agreement for any purpose other than the purposes outlined in this Agreement or as otherwise permitted by applicable law and shall not use any PII contained in District Data to engage in targeted advertising.

- vi. Nothing in the Agreement shall be construed to authorize Vendor to have access to additional District Data that is not included in the scope of the Agreement or any exhibits, appendices or addenda thereto.
- vii. The Vendor understands that the Agreement does not convey ownership of any District Data to the Vendor.
- viii. The Vendor shall take reasonable security precautions and protections, designed to ensure that persons not authorized to view District Data do not gain access to District Data. Reasonable security precautions and protections include, but are not limited to:
 - ☐ Creating, distributing, and implementing data governance policies and procedures that protect District Data through appropriate administrative, technical, and physical security safeguards and outline staff responsibilities for maintaining data security;
 - ☐ Encrypting District Data at rest and before it is transmitted electronically;
 - ☐ Requiring that Authorized Users be uniquely identified and authenticated before accessing District Data;
 - ☐ Establishing and enforcing well-defined data privilege rights that restrict Authorized Users' access to the District Data necessary for them to perform their job functions;
 - ☐ Ensuring that all Authorized Users accessing District Data receive all training regarding access to, use, and disclosure of District Data as specified in this Agreement;
 - ☐ Securing access to any physical areas/electronic devices where District Data will be stored per this Agreement;
 - ☐ Installing a firewall to permit or deny network transmissions of District Data based upon a set of rules; and
 - ☐ Installing anti-virus and anti-malware software to protect the endpoints.
- i. The Vendor shall report all known or reasonably suspected breaches of District Data ("Incident"), in any format, to Monterey Peninsula Unified School District within 7 business days. To the extent the information is available and required to be shared under applicable law, the report shall include: (1) the name, job title, and contact information of the person reporting the Incident; (2) the name, job title, and contact information of the person who discovered the Incident; (3) the date and time the Incident was discovered; (4) the nature of the Incident (e.g., system-level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records); (5) a description of the District Data lost or compromised; (6) Reserved; (7) Reserved; (8) the controls in place to prevent unauthorized use of the lost or compromised District Data; (9) the number of individuals potentially affected; and (10) whether law enforcement was contacted. In the event of an unauthorized breach of District Data by, or caused by Vendor, its employees, subcontractors, or agents, Vendor shall comply with all applicable data security breach obligations set forth in state and federal law; shall assist District, to the extent feasible, in complying with its obligations regarding data security breaches under state and federal

law, and to the extent such Incident is determined to have been directly caused by the acts or omissions of Vendor, shall bear the total costs thereof.

- j. Vendor shall reasonably return or securely and permanently destroy the District Data, and all hard and soft (electronic) copies thereof, within six (6) months following the termination of this Agreement. In the event Vendor engages a subcontractor to perform its contractual obligations, Vendor and subcontractor shall have terms as least as restrictive as those contained herein.
- k. For purposes of this Agreement and to the extent required by the terms of this Agreement and applicable state and federal laws, Vendor shall designate one or more individuals as the temporary custodian of the District Data that the District shares with Vendor (“Data Custodian”). District will release all District Data under this Agreement only to said named Data Custodian, who shall be responsible for transmitting all District Data requests and maintaining a log or other record of all District Data requested and received pursuant to the Agreement, including confirmation of the return or destruction of District Data as described herein. The District or its agents may, upon request, review the records Vendor is required to keep under this Agreement. Vendor shall reasonably make such records available to District upon request, provided such records and documents remain Vendor’s Confidential Information. The District designates the Director of Technology (or an alternative designee specified in writing) as its liaison for all communications with Vendor regarding this Agreement (“District Liaison”).
- l. The Vendor acknowledges that any violation of this Agreement and/or the applicable provisions of FERPA or HIPAA, its implementing regulations, or any other applicable federal or state law related to the nondisclosure of protected personally identifiable student information, including District Data, constitutes cause for the District to terminate this Agreement immediately.

Obligations of District. During the Term of this Agreement, the District shall (if applicable):

- ix. Create a Vendor account in the District’s data system to facilitate data collection and transfer of District Data to the Vendor.
- x. Collect and transfer District Data as specified in this Agreement and attached exhibits and in accordance with applicable law.
- xi. In the event it is notified by the Vendor of unauthorized disclosure of District Data subject to this Agreement, the District will notify all affected parents, legal guardians, and eligible pupils in accordance with the Information Practices Act. (Civ. Code, § 1798.29.)

- i. Liability. Without in any way limiting Vendor’s indemnification obligations under

this Agreement, Vendor acknowledges and agrees that Vendor shall be responsible for all District Data in its possession and control and shall be liable for any unauthorized disclosures of District Data, corruption of District Data, or District Data security breaches to the extent caused by Vendor, its employees, subcontractors, or agents.

- j. Insurance. Without in any way limiting Vendor's liability or indemnification obligations as set forth in this Agreement, Vendor shall, at its own cost and expense, obtain and maintain, at all times during the performance of this Agreement and any renewal or extension hereof, the following insurance : (i) commercial general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable; and (iii) employer's liability insurance with limits of not less than \$1,000,000 per accident, disease, and annual aggregate. The liability insurance provided as a requirement of this Agreement must not contain any exclusions and/or limitations of coverage for mental, physical, emotional and/or sexual abuse, including molestation. Vendor shall not commence performing any of the services under this Agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and its employees, agents, offices, Board of Trustees, and members of its Board of Trustees are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District. A copy of the declarations page of Vendor's insurance policies shall be attached to this Agreement as proof of insurance.
- k. Indemnification. Vendor agrees that to the fullest extent permitted by law, the Vendor will hold harmless, defend, and indemnify the District, its officers, Board of Trustees, members of the Board of Trustees, agents, and employees from any claim, liability, cost or expense ("Claims") arising from or related to Vendor's performance of this Agreement, including but not limited to Claims for infringement, unauthorized disclosures of District Data, corruption of District Data, or District Data security breaches. All of the foregoing obligations are conditioned on District notifying Vendor promptly in writing of such action, District giving Vendor sole control of the defense thereof and any related settlement negotiations, and District cooperating and, at Vendor's reasonable request and expense, assisting in such defense. The terms of this Section shall survive termination of this Agreement.
- l. Notices. Any notice, demand, approval, consent, or other communication between the Parties will be provided to the following:

To: Monterey Peninsula
Unified School District
540 Canyon Del Rey Blvd.
Monterey, CA 93940
Attention: Associate Superintendent,
Business Services
Email: raltmeyer@mpusd.k12.ca.us

To: **City of Seaside- Recreation
Department**
986 Hilby Ave
Seaside, CA 93955
Attention: Dan Meewis
Email: DMeewis@ci.seaside.ca.us

Notice may be provided by personal service, regular mail, certified mail, overnight mail with proof of delivery, or by email provided receipt is acknowledged. By written notice to the other, either Party may change its mailing address or correspondence information.

- m. Entire Agreement. This Agreement constitutes the agreement between the Parties and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.
- n. Amendment. Modifications to this Agreement must be in writing and be signed by each Party.
- o. Governing Law. The terms of this Agreement shall be interpreted according to and enforced under the laws of the State of California that any action or proceeding seeking any relief under or with respect to this Agreement shall be in the jurisdiction of the state and federal courts of Monterey County.
- p. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected but will continue in full force.
- q. Assignment. Neither Party shall assign its rights or responsibilities under this Agreement unless it receives written permission from the other Party, except in connection with a merger, acquisition, or other corporate transaction in which the successor entity is bound to the same terms herein. District shall not unreasonably withhold or delay consent.
- r. Non-Waiver. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- s. Counterparts. The Parties agree that this Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and those facsimile signatures shall be as effective and binding as original signatures.
- t. Approval or Ratification. This Agreement shall not be effective until approved or ratified by the District's Board of Trustees.

By signing below, each signatory represents that it has the authority to execute this Agreement as of the date below.

**MONTEREY PENINSULA UNIFIED
SCHOOL DISTRICT**

Signature

Printed Name

Title

Date

**City of Seaside- Recreation Department,
AND ACTING ON BEHALF OF
ITSELF AND ITS AFFILIATES**

Signature

Printed Name

Title

Date

EXHIBIT A
(Description of District Data to be Released)

Place a mark in the box next to the type of student data shared with Vendor

☐ Student Full Name	☐ Extracurricular Activities
☐ Student Address	☐ Photographs
☐ Student Date of Birth	☐ Video Recordings
☐ Student Ethnicity and/or Race	☐ Voice Recordings
☐ Student Gender	☐
☐ Student ID	☐
☐ Student State ID	☐
☐ Student Enrollment History	☐
☐ Student Email	☐
☐ Student Nationality	☐
☐ Student Health	☐
☐ Special Needs	☐
☐ Parent Information	☐
☐ Attendance	☐
☐ Behavior	☐
☐ Disciplinary Actions and/or Observation	☐
☐ Grades	☐
☐ Assessments	☐
☐ Assignments and/or Homework	☐
☐ Test Scores	4.

EXHIBIT B

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT PUPIL RECORDS RIDER FOR DIGITAL RECORDS STORAGE AND/OR DIGITAL EDUCATIONAL SOFTWARE CONTRACTS

Monterey Peninsula Unified School District (“District”) and [vendor], and acting on behalf of itself and its Affiliates (“Vendor”) have entered into that certain Data Sharing Agreement (“Agreement”) as of the Effective Date therein. The Agreement includes the digital storage, management, and retrieval of pupil records and/or digital educational software through which the Vendor accesses, stores, and uses pupil records. This Pupil Records Rider (“Rider”), executed by the District and Vendor as of the Effective Date listed above in the Agreement, is intended to supplement and amend the terms of the Agreement, as set forth below. This Rider concerns “pupil records”, as that term is defined by Education Code section 49073.1 (“Pupil Records”) and/or “covered information,” which means personally identifiable information or materials as defined by Business and Professions Code section 22584 (“Covered Information”).

☐ Pupil Records Property of District. All Pupil Records are and will continue to be the property of and under the control of the District. The Parties agree that as between them, all rights, including all intellectual property rights in and to Pupil Records, shall remain the exclusive property of the District, and the Vendor has a limited, nonexclusive license to such Pupil Records. The Agreement and Rider do not give Vendor any rights, implied or otherwise, to Pupil Records, except as expressly stated in the Agreement and this Rider.

☐ Pupil-Generated Content. Notwithstanding the provisions of section 1 and as required by applicable law, pupils shall retain ownership and control of pupil-generated content, if any (as that term is defined by Education Code section 49073.1(d)(4)). The Vendor shall make all pupil-generated content, if any, available to the pupil who created it and provide a process by which a pupil can transfer his or her pupil-generated content to a personal account. Within thirty (30) days of executing this Rider, the Vendor shall provide the District with a written description of the process it will provide to pupils in compliance with this section 2.

☐ Use of Information in Pupil Records. Vendor may not and will not use any Pupil Record or information in a Pupil Record for any purpose other than those required or expressly permitted by the Agreement and this Rider.

☐ Personally Identifiable Information. The Vendor shall provide a process by which a pupil’s parent, legal guardian, or eligible pupil can review personally identifiable information in the pupil’s records and correct erroneous information.

☐ Security and Confidentiality of Pupil Records. The Vendor will access, store, and use Pupil Records only in accordance with industry standard practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Vendor’s own data of a similar type. Without limiting the foregoing, the Vendor

shall take industry standard steps designed to ensure that all Pupil Records will be encrypted in transmission via web interface using a minimum SSL (Secure Socket Layer) (including via web interface) and stored at no less than 256-bit level encryption or otherwise use encryption and security measures in compliance with all applicable state and federal regulations.

In addition, the Vendor will use industry standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Agreement and/or this Rider.

The Vendor will designate employees or agents it holds and will hold primarily responsible for meeting the Vendor's duties to maintain and protect Pupil Records securely. The Vendor will reasonably ensure that the designated persons have or will receive appropriate training and information to meet the Vendor's duties to protect and maintain Pupil Records securely. The designation of employees or agents required under this section does not relieve the Vendor of any of its duties under the law or the Agreement and/or this Rider, nor relieve the Vendor of any liability for any breach thereof.

☐ Unauthorized Disclosure. Promptly upon becoming aware of unauthorized disclosure of Pupil Records ("Incident"), the Vendor will notify the District as set forth in the Agreement, fully investigate the Incident, and reasonably cooperate with the District's investigation of and response to the Incident. Except as otherwise required by law, the Vendor will not provide notice of the Incident directly to parents, legal guardians, or pupils whose personally identifiable information was involved, to regulatory agencies or other entities, without prior written permission from the District. District may, by written request, direct Vendor to provide notice of the Incident directly to parents, legal guardians, or pupils whose personally identifiable information was involved or to regulatory agencies or other entities.

☐ Retention of Pupil Records. The Vendor hereby certifies that it shall not retain or make available Pupil Records to third parties, such as subcontractors, partners, or associated entities of the Vendor, upon completion of the terms of the Vendor and this Rider, unless otherwise permitted by the Agreement, as permitted by law, or authorized in writing by the District. Notwithstanding the foregoing and to the extent set forth by applicable law, Vendor may maintain pupil-generated content (as that term is defined by Education Code section 49073.1(d)(4)), if any, upon completion of the term of the Agreement and this Rider if, and only if, the parent, legal guardian, or eligible pupil chooses to establish or maintain an account with the Vendor for the purpose of storing the pupil-generated content and the Vendor receives the written permission of a pupil's parent or legal guardian to establish or maintain the pupil's account.

In furtherance of the foregoing, upon termination or expiration of the Agreement and this Rider, Vendor will take industry standard steps designed to ensure that all Pupil Records are securely returned or destroyed as directed by the District. Transfer to the District or a third party designated by the District shall occur as set forth in the Agreement and without significant interruption in service. The Vendor shall take industry standard steps designed to ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the District or its transferee and to the extent technologically feasible, that the District will have reasonable access to Pupil Records during the transition. In the event that the District

requests, in writing, the destruction of any Pupil Records, the Vendor agrees to take industry standard steps designed to securely destroy all Pupil Records in its possession and in possession of any subcontractors or agents to which the Vendor might have transferred Pupil Records.

☐ Federal Educational Rights and Privacy Act. The Vendor agrees to assist the District in maintaining the privacy of Pupil Records as may be required by applicable State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA), the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Student Online Personal Information Protection Act (SOPIPA).

The Vendor will provide access to Pupil Records only to its employees, subcontractors, officers, directors, and agents who must access the data to fulfill Vendor obligations under the Agreement and/or this Rider. The Vendor will take reasonable steps designed to ensure that employees who perform work under the Agreement and/or this Rider receive appropriate instruction on how to comply with the data protection provisions of this Rider. The Vendor will use the Pupil Records only to fulfill its duties under the Agreement and/or this Rider for the District's and its pupils' benefit and will not share such Pupil Records with or disclose it to any third party except as provided for in the Agreement, including the Rider, as permitted by law, or authorized in writing by the District.

If Vendor will have access to "education records" for the District's students as defined under FERPA ("Education Records"), Vendor acknowledges that, for the purposes of the Agreement and/or this Rider, it will be designated as a "school official" with "legitimate educational interests" in the District Education Records, as those terms have been defined under FERPA and its implementing regulations, and the Vendor agrees to abide by the applicable FERPA limitations and requirements imposed on school officials. To the extent required by applicable law, the Vendor will use the Education Records only to fulfill its duties under the Agreement and/or this Rider for the District's and its pupils' benefit and will not share such Education Records with or disclose it to any third party except as provided for in the Agreement, as permitted by law, or authorized in writing by the District.

☐ No Targeted Advertising. The Vendor will not use Pupil Records for advertising or marketing purposes unless such use is authorized explicitly by this Agreement or otherwise authorized in writing by the District. The Vendor will not use Pupil Records to engage in targeted advertising. The Vendor is prohibited from mining Pupil Records for purposes other than those agreed to by the parties.

☐ Covered Information. To the extent the Vendor is an operator of an Internet Website, online service, online application, or mobile application, with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes, Vendor agrees to comply with applicable requirements of Business and Professions Code section 22584. The Vendor agrees not to engage in targeted advertising as described in section 22584. To the extent required by applicable law, the Vendor agrees not to use Covered Information, including persistent unique identifiers created or gathered by the Vendor's site, service, or application, to amass a profile about a student except in furtherance of the District's purposes. The Vendor further agrees that it will not sell, disclose, or otherwise use Covered Information without the prior written consent of the

District. The Vendor will implement and maintain reasonable security procedures to protect Covered Information and fulfill all other applicable requirements of the Business and Professions Code section 22584.

☐ **Compliance with Law.** In the event of a conflict between this Rider and the Agreement, the terms of this Rider shall govern. This Rider is intended to comply with Education Code section 49073.1 and Business and Professions Code section 22584. In addition to any other penalties, if the Agreement and this Rider, taken together, fail to comply with Education Code section 49073.1 and Business and Professions Code section 22584, the Agreement shall be rendered void if, upon notice and a reasonable opportunity to cure, the non-compliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the Agreement. All parties subject to an agreement voided in accordance with this paragraph and Education Code section 49073.1 or Business and Professions Code section 22584 shall return all Pupil Records and Covered Information in their possession to the District. The term of this Rider is coextensive with the term of the Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Rider, as of the Effective Date.

**MONTEREY PENINSULA UNIFIED
SCHOOL DISTRICT**

**City of Seaside- Recreation Department,
AND ACTING ON BEHALF OF
ITSELF AND ITS AFFILIATES**

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

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

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

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

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

WHEREAS, MPUSD desires that City provides after school recreational programs and services for students of DLAMP for the 2026-2027 school year and City is willing to provide such Recreational Programs pursuant to the terms and conditions of this Agreement; and

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 4th day of June 2026 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.N.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: June 4, 2026

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A ONE-YEAR MAINTENANCE SERVICES AGREEMENT
WITH HOPE SERVICES FOR PARK AND PUBLIC AREA
MAINTENANCE IN AN AMOUNT NOT TO EXCEED \$158,417.50**

RECOMMENDATION

Approve maintenance service agreement.

BACKGROUND

HOPE Services (HOPE) is a local non-profit organization engaged in the training of persons with disabilities to enter the mainstream workforce. Since 2001, Hope Services has provided the City with public works maintenance assistance and has proven to be an invaluable asset. In return, the City has provided work experience and opportunities for persons with disabilities. HOPE maintains the City parks by removing trash from cans, picking up litter, replacing dog waste bags and maintaining the dog waste stations; and provides additional litter control on Coe Avenue, General Jim Moore Blvd., Monterey Road, southwest corner of the intersection of Canyon Del Rey and Fremont Boulevard, and designated alleyways throughout the City. They also pick up litter and empty cans outside at City Hall and County Library, Oldemeyer Center, Pattullo Swim, and Youth Education Center.

There are twenty-four (24) parks and other public areas in the City that have benefited from the successful partnership with HOPE. It has allowed the City Parks staff to concentrate on beautification projects and maintenance and repair of irrigation

systems, and has reduced City staff overtime.

The attached contract provides for four (4) workers and one (1) supervisor by HOPE to perform maintenance and cleanup tasks in and around public facilities. The HOPE crew is scheduled to work six and a half hours (6.5 hrs) per day from 8:30 a.m. to 3:30 p.m. with a half hour lunch break, Monday through Friday. The work performed by HOPE is under the direction of the City Maintenance and Utilities Superintendent. The core objective required to be performed by the HOPE crew is the cleaning of litter at each park at least once a week. Also, HOPE's supervisor is responsible for tracking the amount of litter removed by the clean-up of parks as part of the required documentation for the city's Storm Water Management Program.

Staff recommends the City Council authorize the City Manager to execute a one-year Maintenance Services Agreement with HOPE Services for an amount not to exceed \$158,417.50.

FISCAL IMPACT

The HOPE fees are distributed from the following fund sources: Stormwater Fund (271) and Parks (100). Based on the time spent for each aspect of the work provided, each of these funds will be charged accordingly for a total agreement amount not-to-exceed \$158,417.50.

STRATEGIC PRIORITY

Not Applicable

ATTACHMENTS

1. Resolution
2. Hope Services Contract 26-27

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

AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE-YEAR MAINTENANCE SERVICES AGREEMENT FOR CITY PARKS WITH HOPE SERVICES IN AN AMOUNT NOT TO EXCEED \$158,417.50

WHEREAS, HOPE Services is a local non-profit organization engaged in the training of persons with disabilities to enter the mainstream workforce; and

WHEREAS, the City of Seaside has maintained a successful partnership with HOPE Services for over twenty years; and

WHEREAS, HOPE Services would perform maintenance and clean-up tasks at each park location and designated public areas on at least a weekly basis by maintaining the City parks by removing trash from cans, picking up litter, replacing dog waste bags and maintaining the dog waste stations; and providing litter control on Coe Avenue, General Jim Moore Blvd., Monterey Road, southwest corner of the intersection of Canyon Del Rey and Freemont Boulevard, and designated alleyways throughout the City They also pick up litter and empty cans outside at City Hall and County Library, Oldemeyer Center, Pattullo Swim, and Youth Education Center.; and

WHEREAS, the services performed by HOPE Services have reduced staff overtime and have allowed city staff to concentrate on beautification projects, and maintenance and repair of the irrigation systems; and

WHEREAS, HOPE Services and the City have agreed to a one-year contract.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby the City Manager to execute a maintenance service agreement with HOPE Services to perform park and public maintenance services for an amount not to exceed \$158,417.50.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Seaside duly held on the 4th day of June, 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

City of Seaside

**RESTATED AND AMENDED MAINTENANCE SERVICE AGREEMENT
OPTION YEAR EXTENSION 2026-2027**

This Maintenance Services Agreement (“Agreement”) made the date last written below, is by and between the City of Seaside, a municipal corporation (“City”) and HOPE Services, a corporation (“HOPE”).

RECITALS

- A. HOPE is engaged in the training of persons with disabilities to enter the mainstream workforce.
- B. HOPE has offered to provide certain maintenance services to the City for a fee and the City desires to engage HOPE to provide such services to the City, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

- 1. Provisions of Services. HOPE agrees to perform certain maintenance tasks for the City that will generally consist of, but not limited to, trash and litter removal, cleaning and light maintenance of landscaping, streets, parks and other public areas.
- 2. Amount of Services. HOPE shall provide a work crew consisting of four maintenance workers and one supervisor to accomplish the assigned tasks referred to in paragraph 1, during the hours of 8:30 a.m. to 3:30 p.m. on Monday through Friday with .5 hour daily lunch break each week during the term of this Agreement (6.5 hour work day).
- 3. Holiday Schedule. The following holiday schedule in which HOPE Services and the City observe shall not be obligated to perform any services:

Independence Day	Friday	July 3, 2026 (observed date)
Labor Day	Monday	September 7, 2026
Thanksgiving Day	Thursday	November 26, 2026
Day after Thanksgiving	Friday	November 27, 2026
Christmas Eve	Thursday	December 24, 2026
Christmas Holiday	Friday	December 25, 2026
New Year’s Day	Friday	January 1, 2027
Martin Luther King Day	Monday	January 18, 2027
President’s Day	Monday	February 15, 2027
Memorial Day	Monday	May 31, 2027
Juneteenth	Friday	June 18, 2027 (observed date)

4. Payment to HOPE. The City shall pay consultant on a time and materials basis an amount not to exceed **ONE HUNDRED FIFTY EIGHT THOUSAND FOUR HUNDRED AND SEVENTEEN DOLLARS AND FIFTY CENTS (\$158,417.50)** for the services described in paragraph 2. Any additional services provided by HOPE at the request of the City shall be billed by HOPE to the City on an hourly basis at \$97.50 (July 1, 2026 - June 30, 2027). HOPE will bill the customer monthly; invoices are due and payable upon receipt. HOPE will prepare and submit a list to the Public Works Division of the necessary supplies, equipment, etc. needed for the work assignments specified by the City. After review and approval of the proposed supplies, etc. the City will purchase or reimburse HOPE for those approved supplies, equipment, etc.
5. Term of Agreement. The term of this Agreement shall commence on July 1, 2026 and terminate June 30, 2027; provided however, that either party may terminate this Agreement at any time on thirty day written notice to the other party.
6. Supervision of Work. HOPE shall accomplish the maintenance tasks assigned to it by the City in a safe, skillful, workmanlike and lawful manner. All members of the work crew shall dress appropriately for the task at hand at all times while working in the City. The supervisor of the work crew referred to in paragraph 2 will supervise the work crew at all times while the work crew is performing maintenance tasks in the City. City shall have no right or obligation to direct the specific methods used by HOPE or its employees to accomplish a particular maintenance task.
7. Indemnification. HOPE shall indemnify, defend, and hold City harmless from and against any and all losses, claims, demands, damages, expenses or judgements arising from any willful or negligent act, error or omission of HOPE or its employees except for any loss, claim, demand, damage, expense or judgement arising from the sole negligence or intentional act of City or its employee.
8. Insurance. Without limiting HOPE's duty to indemnify, HOPE shall maintain in effect throughout the term of this Agreement a policy or policies of insurance covering all of its operations (including public liability coverage, property damage coverage and professional malpractice) with the following minimum limits of liability:

A. COMMERCIAL GENERAL LIABILITY INSURANCE:

Commercial General Liability, including but not limited to, premises, personal injuries, products and completed operations, with a combined single limit of not less than \$1,000,000.00 property damage; and

1. Bodily injury \$1,000,000.00 per occurrence and \$1,000,000.00 and aggregate and \$1,000,000.00 property damage; and
2. A combined single limit of not less than \$1,000,000.00 per occurrence.

B. AUTOMOBILE LIABILITY INSURANCE:

Comprehensive automotive liability covering all motor vehicles including owned, leased, non-owned, and hired vehicles, used in providing services under this agreement, with a combined single limit of not less than \$1,000,000.00 per occurrence.

1. Bodily injury \$1,000,000.00 per occurrence and \$1,000,000.00 and aggregate and \$1,000,000.00 property damage; and

2. A combined single limit of not less than \$1,000,000.00 per occurrence.

C. WORKER'S COMPENSATION INSURANCE:

Workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$100,000.00 per occurrence for employer's liability.

9. Relationship of Parties. Nothing in this Agreement or otherwise shall create any partnership or joint venture between HOPE and the City. The parties to this agreement are independent contractors and shall maintain that relationship throughout the term of this Agreement. Nothing in this Agreement or the performance of this Agreement shall create an employer/employee relationship between any individual and the City.
10. Notices. All notices and demands shall be given in writing either by personal services or by registered or certified mail return receipt requested, postage and fees prepaid when delivered by the United States Post Office, or by facsimile transmission with a confirmation copy delivered by mail as aforesaid. Notice shall be considered given on the date received by personal service or transmitted by facsimile, or the date appearing on the return receipt, but if the receipt is not returned, within three (3) days after being mailed. Notice shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

“HOPE”

Community Employment Manager
HOPE Services
546 Brunken Avenue
Salinas, Ca 93901
Tel: (831) 758-0973
Fax: (831) 758-0252

“CITY”

City Manager
City of Seaside
440 Harcourt Avenue
Seaside, Ca. 93955
Tel: (831) 899-6700
Fax: (831) 899-6207

11. Time. Time is of the essence of this Agreement.

12. Amendment of Contract. This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by City and HOPE.
13. Captions. The captions heading the various paragraphs of this Agreement are for convenience and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

Date: _____

HOPE SERVICE

Vinay Behl, CFO

Date: _____

CITY OF SEASIDE

Greg McDanel, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.O.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Nick Borges, Police Chief

DATE: June 4, 2026

SUBJECT: ADOPT A RESOLUTION APPROVING A BUDGET AMENDMENT TO INCREASE APPROPRIATIONS IN SPECIAL REVENUE FUND ACCOUNT 221-61-20-8184 TO COVER ANNUAL PROFESSIONAL SERVICES EXPENDITURES ASSOCIATED WITH PUBLIC SAFETY TECHNOLOGY AND EQUIPMENT EXPENSE IN THE AMOUNT OF \$125,709.06

RECOMMENDATION

Adopt the proposed resolution.

BACKGROUND

The Police Department utilizes grant-funded Special Revenue Fund account 221-61-20-8184 to support large annual public safety expenditures. We are requesting additional appropriations for this fund to cover our annual equipment costs, including contracts and services related to Axon body worn cameras, Tasers, and Flock Safety technologies. These tools are critical to officer safety, evidence collection, transparency, and investigative operations. During the current fiscal year, the annual Professional Services invoice from Flock Safety Group exceeded the available budget appropriation within the account, resulting in the account being over budget. Additionally, we have previously used a separate line item to cover the annual cost for Axon, which covers our body camera, Taser and evidence cloud storage. This should also be covered through the grant-funded Special Revenue. The Police Department is requesting a budget amendment to increase appropriations within Special Revenue Fund account 221-61-20-8184 by \$125,709.06, in order to cover the annual costs and restore budgetary balance within the department. Approval of this amendment will ensure that all contractual obligations are properly funded and that the Police Department remains in compliance with adopted budget requirements.

FISCAL IMPACT

Approval of the proposed budget amendment will increase appropriations in Special Revenue Fund account 221-61-20-8184 by \$125,709.06 for eligible Police Department public safety technology contractual costs.

STRATEGIC PRIORITY

Community Safety & Quality of Life

ATTACHMENTS

1. Public Safety Technology Invoice (1)
 2. RESOLUTION SRF
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

flock safety

INVOICE

Flock Group Inc dba Flock Safety

www.flocksafety.com

Invoice Number INV-93361

Invoice Date: 5/3/2026

Due Date: 6/2/2026

Payment Terms: Net 30

PO#:

W-9 Form [\[Download\]](#)

Certificates of Insurance [\[Download\]](#)

VID: 1195
100-6128-813A

Bill To: CA - Seaside PD
440 Harcourt Ave
Seaside, California, 93955

Ship To: CA - Seaside PD
440 Harcourt Ave
Seaside, California 93955

Billing Company Name: CA - Seaside PD
Billing Contact Name: Regina Lualemana
Billing Email Address: rlualemana@ci.seaside.ca.us

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Renewal Opportunity: Year 2 of 24 Month Term, 2026 - 2027

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
FlockOS™	1	\$0.00	\$0.00	\$0.00
Flock Safety Gunshot Detection - 1mi, fka Raven	1	\$25,000.00	\$0.00	\$25,000.00
Flock Safety Advanced Search	60	\$58.33	\$0.00	\$3,500.00
Flock Safety LPR, fka Falcon	25	\$3,000.00	\$0.00	\$75,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.

Link to Location of Services:

RECEIVED

MAY 06 2026

POLICE DEPARTMENT
SEASIDE, CALIFORNIA

RECEIVED

MAY 07 2026

Subtotal: \$103,500.00

Sales Tax: \$0.00

Credit: \$0.00

Payments: \$0.00

Balance Due: \$103,500.00



If you have questions about your invoice, are providing an exemption certificate or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.



INVOICE

Flock Group Inc dba Flock Safety

www.flocksafety.com

Invoice Number INV-93361

Invoice Date: 5/3/2026

Due Date: 6/2/2026

Payment Terms: Net 30

PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-93361
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code: 121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: CA - Seaside PD

Invoice # INV-93361

Amount Due: **\$103,500.00**

Amount Enclosed: \$ _____

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPT A RESOLUTION APPROVING A BUDGET AMENDMENT TO
INCREASE APPROPRIATIONS IN SPECIAL REVENUE FUND ACCOUNT 221-61-20-
8184 TO COVER ANNUAL PROFESSIONAL SERVICES EXPENDITURES
ASSOCIATED WITH PUBLIC SAFETY TECHNOLOGY AND EQUIPMENT
EXPENSE IN THE AMOUNT OF \$125,709.06**

WHEREAS, the Police Department utilizes grant-funded Special Revenue Fund account 221-61-20-8184 to support large annual public safety expenditures

WHEREAS, this fund can cover the Police Department's large annual equipment costs, including contracts and services related to Axon body worn cameras, Tasers, and Flock Safety technologies; and

WHEREAS, this authorized fund will assist the Police Department and overall City's budget by the use of grant-funded Special Revenue Funding

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the appropriation of the Police Department's budget amendment request to increase appropriations within Special Revenue Fund account 221-61-20-8184 by \$125,709.06.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 4th day of June, 2026 by the following vote:

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

Ian Oglesby, Mayor
City of Seaside

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Andrew Myrick, Housing & Planning Manager

DATE: June 4, 2026

SUBJECT: AN ORDINANCE TO AMEND CHAPTER 17.40 OF THE SEASIDE MUNICIPAL CODE TO ALLOW ELECTRONIC MESSAGE DISPLAY SIGNS FOR PLACES OF WORSHIP AND PUBLIC AND PRIVATE MEETING FACILITIES ON LOCAL STREETS. THIS ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION

Conduct first reading and open public hearing.

BACKGROUND

Signs in the City of Seaside are regulated by Chapter 17.40 of the Municipal Code.

Among the provisions of this Chapter is Section 17.40.080.I pertaining to electronic message board display signs (ie electronic signs that make use of a screen or multiple lights to display a changeable message) at public and private meeting facilities. Public and private meeting facilities most commonly include religious assembly but can also include secular uses such as civic auditoriums or other meeting spaces. This portion of the Zoning Ordinance was adopted by the City Council in 2017 through Ordinance 1045, and includes provisions to allow for such signage while including operating standards to mitigate potential impacts on nearby residences. This was adopted primarily to provide a simpler option for churches in the City to update message boards that are commonly found in front of churches, enabling the churches to replace manual updating of the letters with an electronic update.

The full text of the previously adopted Ordinance is included as Attachment 2 to this Report, but in summary, existing law indicates that such signs must abide by the

following operating standards:

- Signs must be located so that they do not interfere with visibility or functioning of traffic signals or signage;
- Signs must be at least 50 feet from the nearest residence;
- Animated messages shall be limited to fading and dissolving, with no other effect to give the appearance of movement;
- Signs shall not include any audio message;
- Messages shall have a minimum hold time of 30 seconds;
- Signs shall not illuminate between 9:00 PM and 6:00 AM;
- Illumination shall direct light towards the ground and shall not include excessive illumination (as defined in detail in Section 17.40.080.I.7);
- Signs shall employ light detectors so that they automatically dim after dusk and before dawn.

This item is being brought forward due to language in Section 17.40.080.I.1 which provides that electronic signs must be located on an arterial or collector street. Local streets, which include the majority of residential streets in the City, are specifically excluded. Staff has received inquiries from a church located on a local street regarding the possibility of replacing an existing backlit message board with an electronic message board. Under the current Ordinance, there is no possible path forward for the consideration of such a sign.

Staff brought this Item to the Planning Commission on May 13, 2026, for feedback regarding potential changes to the Ordinance. Public Comment was received from a member of the church; she described how her church has an existing illuminated message sign with letters that must be changed manually, which she indicated was becoming more challenging due to her age. She wanted to replace the sign with one of the same size so that she could change the message without the need to physically change the lettering. No other public comment was received.

The Planning Commission indicated that, in general, there could be situations where an electronic display message sign could be installed on a local street without significant impacts, but that the review of any such sign on a local street should involve involvement with the immediate neighbors, including public notification and the opportunity to request a public hearing. However, they also recognized that requiring such a process would impose significant fees and preparation of materials such as plans could create barriers to projects that would not otherwise be controversial. In the end, the Planning Commission recommended that, in general, electronic display message signs on local streets should be subject to the Minor Use Permit process (which involves public notification and opportunity for a public hearing), with the caveat that the replacement of existing illuminated signs with electronic message display signs of the same size or smaller and meeting the previously established standards could be

considered subject only to obtaining a Sign Permit (a staff-level ministerial process).

Staff's recommendation is that the Council adopt the attached Ordinance with the Commission's recommendations. Additionally, staff recommends that the Council consider revising the maximum sign area for electronic message display signs on local residential streets. The current Ordinance allows for double-sided signs up to 24 square feet in sign area (equal to a 4' x 6' or 3' x 8' sign). Staff believes that signs of this size would dominate the streetscape on local residential streets and are unnecessary given the low speed of traffic on such streets, and recommends that the Council adjust the maximum sign area to 18 square feet per sign face on local residential streets.

FISCAL IMPACT

Adoption of this Ordinance would have a negligible financial impact, with very minor increases in fee revenues based on the number of applications received.

STRATEGIC PRIORITY

Community Safety & Quality of Life

ATTACHMENTS

1. CC Ordinance Electronic Signs
2. Attachment 2 Ordinance 1045

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE TO AMEND CHAPTER 17.40 OF THE SEASIDE MUNICIPAL CODE TO ALLOW ELECTRONIC MESSAGE DISPLAY SIGNS FOR PLACES OF WORSHIP AND PUBLIC AND PRIVATE MEETING FACILITIES ON LOCAL STREETS.

WHEREAS, on November 17, 2017, the City Council passed and adopted Ordinance No. 1045 to set forth requirements for the installation of electronic message display signs at public and private meeting facilities; and

WHEREAS, when initially adopted, the Ordinance prohibited the installation of electronic message display signs on local streets; and

WHEREAS, on May 13, 2026, the Planning Commission met and discussed the potential for a modification to the Zoning Ordinance to provide the criteria under which electronic message display signs could be installed on local streets in residential zones, and recommended adoption of the proposed Ordinance; and

WHEREAS, the proposed Zoning Ordinance Amendment is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

NOW, THEREFORE, The City Council of the City of Seaside does hereby ordain as follows:

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

SECTION 2. The Seaside Municipal Code is hereby amended with underlines showing the additions to the language and strikeout deletions of language as provided in Exhibit A.

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

SECTION 4. This Ordinance shall become effective thirty days following adoption of its second reading.

INTRODUCED at a regular meeting of the City Council of the City of Seaside, State of California, held on the 4th day of June 2026

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, held on the ____th day of _____ 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

Attach:

Exhibit "A" – Zoning Ordinance Amendment Text

Exhibit "A"

Zoning Ordinance Amendment Text

17.40.070 Zoning District Sign Standards

Each sign shall comply with the sign area, height, number, type, and other restrictions provided by this section, except as otherwise expressly provided in Section [17.40.080](#) (Standards for Specific Sign Types).

A. Residential zones. Each sign in a residential zone shall comply with the following requirements:

TABLE 3-15 – SIGN STANDARDS FOR RESIDENTIAL ZONES

Allowed Sign Types	Maximum Sign Height	Maximum Number of Signs Allowed per Parcel	Maximum Sign Area Allowed per Parcel
Nonresidential Use			
Wall or freestanding	Wall signs: below edge of roof no higher than 12 ft above grade Freestanding: 6 ft (See Figure 3-17 for sign height measurement)	1 of either allowed sign type	32 sf
Electronic message display signs for private and public meeting facility	<u>Same as above, except freestanding signs</u> Up to 8 ft permitted; <u>(or minor use permit for signs up to 14 ft) on non-local streets</u>	1 per parcel (may be double-sided with a maximum cabinet depth of 24 inches)	40 sf per side with a maximum digital screen area of 24 sf (maximum of 2 sides), <u>except on local streets maximum display area shall not exceed 18 square feet per side</u>

17.40.080 Standards for specific sign types

I. Electronic message display signs. The following standards apply to electronic message display signs where allowed by Section [17.40.070](#) (Zoning District Sign Standards) (see Tables 3-15 and 3-16):

1. Location.

a. Signs shall be located ~~on a either an arterial roadway or collector street~~ in a manner that the Zoning Administrator determines will not adversely interfere with the visibility or functioning of traffic signals or traffic signage, taking into consideration physical elements of the sign and surrounding area, such as information analyzing physical obstruction issues, line of sight issues, brightness issues, and visual obstruction or impairment issues. ~~No electronic changeable message sign shall be permitted on a local street.~~

b. Signs must be 50 feet or more from the nearest residence on the same street as the sign.

2. Sign area measurement. The area of an electronic message display sign does not count toward area limits for other signs in Section [17.40.070](#).

3. Animation. Animated messages shall be limited to fading and dissolving, with no other effect to give the appearance of movement.

4. Audio. No sign shall include any audio message.

5. Duration. Signs messages shall have a minimum hold time of 30 seconds.

6. Timing. The sign will not illuminate from the message display area between 9:00 p.m. and 6:00 a.m.

7. Illumination. Electronic ~~changeable~~ message display signs may be illuminated with continuous internal LED lighting. No sign shall be illuminated so that the primary source of the light is visible beyond the property line or in any way will cause excessive glare or brightness in excess of 0.3 foot candles. The Zoning Administrator reserves the right to require and/or complete a post-installation inspection of the sign illumination. If, as a result of this inspection, it is determined that the illumination is so bright as to adversely impact adjacent properties and uses, the Zoning Administrator may require shielding or a reduction and/or adjustment in the intensity of the sign illumination, so that it is in keeping with the general level of illumination of the surrounding properties. Such intensity restriction may vary by time of day and ambient light

conditions. Illuminated signs located adjacent to any residential area shall be shielded to direct light downward and away from adjacent properties such that there is no spillover light and shall be controlled by a rheostat or functional equivalent to avoid excessive glare to residential properties.

8. Light detector. No permit for such sign shall be issued unless the sign is installed with an automatic or a scheduled dimming time by which the sign's light intensity will reduce when ambient light conditions darken. Such dimming feature shall reduce the light intensity from the sign from dusk to dawn to a level that does not impair the visibility on any adjacent roadway, or be directed onto a residential property.

9. Permits Required. In addition to any required Building Permits or other applicable permits, electronic display message signs shall be subject to the following permit processes:

a. An electronic message display sign located on a local street (as designated by the then-current General Plan) or alley may be considered subject to approval of a Sign Permit, provided that the electronic display message sign replaces an existing illuminated sign legally established prior to July 1, 2026, occupies the same location as the existing sign, and is no larger than the existing sign.

b. An electronic message display sign located on a street other than a local street or alley may be allowed with a Sign Permit.

c. All other electronic message display signs shall require approval of a Minor Use Permit.

ORDINANCE NO. 1045

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE, AMENDING CHAPTER 17.40 OF THE SEASIDE MUNICIPAL CODE TO ALLOW IN CERTAIN CIRCUMSTANCES ELECTRONIC CHANGEABLE MESSAGE SIGNS FOR PUBLIC AND PRIVATE MEETING FACILITIES.

The City Council of the City of Seaside does hereby ordain as follows:

Section 1. Findings and Purpose. The City Council finds and declares as follows:

A. The Planning Commission held duly noticed public hearings on August 23, 2017 and September 27, 2017 at which time it considered all evidence presented, both written and oral and at the end of the hearing on September 27, 2017 voted to adopt Resolution No. 17-08 recommending that the City Council adopt the Draft Ordinance to include text changes which would allow for the placement of Electronic Changeable Message Signs at Private and Public Meeting places.

B. The City Council held a duly noticed public hearing to consider the first reading on this Ordinance on October 19, 2017, at which time it considered all evidence presented, both written and oral.

C. The City Council held a duly noticed public hearing to consider the second reading on this Ordinance on November 2, 2017, at which time it considered all evidence presented, both written and oral.

Section 2. Authority. This ordinance is adopted pursuant to the authority granted by the California Constitution and State law and the Seaside Municipal Code for legislative text amendments.

Section 3. Chapter 17.40 of the Seaside Municipal Code is amended to read as follows with proposed text identified with an underline (Underline) and proposed text to be deleted identified with a strikethrough (~~Strikethrough~~):

1. 17.40.050 Prohibited Signs

B. Animated signs, including electronic message display signs, and variable intensity, blinking or flashing signs, or signs that emit a varying intensity of light or color, except time and temperature displays (which are not considered signs) and for electronic message display signs for places of worship and public and private meeting facilities;

2. 17.40.060.H.3: Sign illumination shall not blink, flash, flutter, or change light brightness, color, or intensity, except for electronic message display signs per 17.40.80.I Electronic Changeable Message Display Signs.

3. 17.40.060.I.6 All electronic message display signs shall contain a default mechanism that will cause the sign to revert immediately to a black screen if the sign malfunctions.

4. 17.40.070 Zoning District Sign Standards

TABLE 3-15 - SIGN STANDARDS FOR RESIDENTIAL ZONES

Allowed Sign Types	Maximum Sign Height	Maximum Number of Signs Allowed per Parcel	Maximum Sign Area Allowed per Parcel
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Single-Family Residential Use

No signs allowed

Multi-Family Residential Use (apartments, condominiums, or residential subdivisions of greater than 5 lots)

Wall or freestanding	Wall signs: below edge of roof Freestanding: 6 ft	1 of either allowed sign type	24 sf
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Nonresidential Use

Wall or freestanding	Wall signs: below edge of roof no higher than 12 feet above grade Freestanding: 6 ft (See Figure 3-17 for sign height measurement)	1 of either allowed sign type	32 sf
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<u>Electronic Message Display Signs for Private and Public Meeting Facility</u>	<u>Up to 8 feet permitted; minor use permit for signs up to 14 feet</u>	<u>1 per parcel [may be double-sided with a maximum cabinet depth of 24-inches]</u>	<u>40 sf per side with a maximum digital screen area of 24 square feet (Maximum of two sides)</u>
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TABLE 3-16 - SIGN STANDARDS FOR COMMERCIAL AND INDUSTRIAL ZONES

Allowed Sign Types	Maximum Sign Height	Maximum Number of Signs Allowed per Parcel	Maximum Sign Area Allowed per Parcel
Awning (17.40.080.B)	Below roof ⁽¹⁾ , at least 8 ft above walking surface	Single tenant site or structure: 3 of any combination of allowed sign types per primary structure frontage. 1 of any allowed sign type on a secondary frontage. Site or structure with 2 or more tenants: The number, and type of all signs shall within a multi-tenant commercial building shall be determined in accordance with a Master Sign Program.	Maximum sign area per parcel. The total sign area on a parcel shall comply with the following requirements. 1. 1 sf for each linear foot of primary building frontage not to exceed 100 sf. 2. 0.5 additional sf for each linear foot of secondary building frontage not to exceed 50 sf. 3. Each site is allowed a total sign area of at least 25 sf regardless of frontage length. Site with 2 or more tenants: Allowed an additional freestanding identification sign of 0.25 sf for each linear foot of total primary structure frontage, up to a maximum of 100 sf.
Freestanding/Pole Sign (17.40.080.C)	14 ft		
Marquee, Projecting, Wall (17.40.080.E, 17.40.080.G)	Below roof ⁽¹⁾ , a marquee or projecting sign shall be at least 8 ft above walking surface		
Suspended (17.40.080.E)	Below eave/canopy; at least 8 ft above a walking surface		
Temporary/Portable	See Sections 17.40.080.A and 17.40.080.F		

<u>Electronic Message Display Signs.</u>	<u>Up to 8 feet permitted; minor use permit for signs up to 14 feet</u>	<u>1 per parcel [may be double-sided with a maximum cabinet depth of 24-inches]</u>	<u>40 sf per side with a maximum screen area of digital display at 24 square feet (Maximum of two sides)</u>
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5. 17.40.080 Standards for Specific Sign Types

I. Electronic Message Display Signs. The following standards apply to electronic message display signs where allowed by Section 17.40.070 (Zoning District Sign Standards) (see Tables 3-15 and 3-16):

1. Location.

a. Signs shall be located on a either an arterial roadway or collector street in a manner that the zoning administrator determines will not adversely interfere with the visibility or functioning of traffic signals or traffic signage, taking into consideration physical elements of the sign and surrounding area, such as information analyzing physical obstruction issues, line of sight issues, brightness issues and visual obstruction or impairment issues. No electronic changeable message sign shall be permitted on a local street

b. Signs must be 50 feet or more from the nearest residence on the same street as the sign.

2. Sign Area Measurement. The area of an Electronic Message Display sign does not count toward area limits for other signs in 17.40.070.

3. Animation. Animated messages shall be limited to fading and dissolving, with no other effect to give the appearance of movement.

4. Audio. No sign shall include any audio message.

5. Duration. Signs messages shall have a minimum hold time of 30 seconds.

6. Timing. The sign will not illuminate from the message display area between 9:00 PM and 6:00 AM.

7. Illumination. Electronic changeable message signs may be illuminated with continuous internal LED lighting. No sign shall be illuminated so that the primary source of the light is visible beyond the property line or in any way will cause excessive glare or brightness in excess of 0.3 foot candles. The zoning administrator reserves the right to require and/or complete a post-installation inspection of the sign illumination. If, as a result of this inspection, it is determined that the illumination is so bright as to adversely impact adjacent properties and uses, the zoning administrator may require shielding or a reduction and/or adjustment in the intensity of the sign illumination, so that it is in keeping with the general level of illumination of the surrounding properties. Such intensity restriction may vary by time of day and ambient light conditions. Illuminated signs located adjacent to any residential area shall be shielded to direct light downward and away from adjacent properties such that there is no spillover light and shall be controlled by a rheostat or functional equivalent to avoid excessive glare to residential properties.

8. Light detector. No permit for such sign shall be issued unless the sign is installed with an automatic, or a scheduled dimming time by which the signs light intensity will reduce when ambient light conditions darken. Such dimming feature shall reduce the light intensity from the sign from dusk to dawn to a level that does not impair the visibility on any adjacent roadway, or be directed onto a residential property.

Section 4. Nothing in this Ordinance shall be interpreted to mean that the City's permissive zoning scheme allows any other use not specifically listed therein.

Section 5. CEQA. This ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3), which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. The City's permissive zoning provisions already prohibits all uses that are being expressly prohibited by this ordinance. Therefore, this ordinance has no impact on the physical environment as it will not result in any changes.

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

Section 7. To the extent the provisions of the Seaside Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 8. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of adoption and shall post a certified copy of this Ordinance, including the vote for and against same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

Section 9. This ordinance shall be in full force and effect thirty days after passage of second reading.

INTRODUCED at a Regular Meeting of the City Council duly held on October 19, 2017.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 2nd day of November, 2017, by the following vote:

AYES:	5	COUNCILMEMBERS: Alexander, Campbell, Jones, Pacheco, Rubio
NOES:	0	COUNCILMEMBERS: None
ABSENT:	0	COUNCILMEMBERS: None
ABSTAIN:	0	COUNCILMEMBERS: None

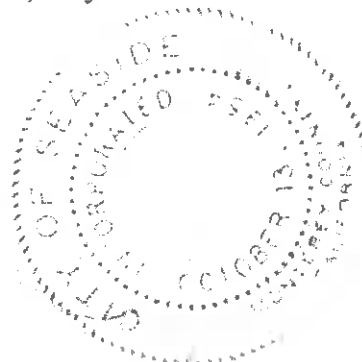


Ralph Rubio, Mayor

ATTEST:



Lesley Milton-Rerig, City Clerk





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Medina, Senior Planner

DATE: October 19, 2017

SUBJECT: INTRODUCTION OF ORDINANCE AUTHORIZING TEXT AMENDMENT TO CHAPTER 17.40 OF THE SEASIDE MUNICIPAL CODE THAT SETS FORTH STANDARDS FOR ELECTRONIC MESSAGE DISPLAY SIGNS RELATED TO PUBLIC AND PRIVATE MEETING FACILITIES WITHIN RESIDENTIAL AND COMMERCIAL ZONING DISTRICTS CITYWIDE, AND ADDRESSING OTHER MATTERS PROPERLY RELATING THERETO THAT ARE IN CONFLICT WITH THE PROPOSED TEXT AMENDMENT.

PURPOSE

In accordance with Section 17.74.050 of the Seaside Municipal Code (SMC), the purpose of this item is for the City Council to consider a text amendment to Chapter 17.40 of the Seaside Municipal Code to allow for the installation of electronic changeable message signs at places of worship and meeting facilities in residential and commercial zones (First Reading).

RECOMMENDATION

It is recommended that the City Council conduct the first reading of the draft Ordinance and pass to print the final Ordinance for adoption at a second reading on the regular City Council Meeting of November 2, 2017.

BACKGROUND

The proposed text amendment has been initiated by City staff in response to discussions City staff has had with the Pastor Ronald Britt. Pastor Ronald Britt has expressed that the replacement of the existing manual message board with a modern electronic changeable message display at his meeting facility would enable his meeting facility (Greater Victory Temple) to communicate their messages both safely and in sync with modern social media technologies. A sample of the typical manual reader message boards that are currently being used by the City's private meeting facilities in Seaside is provided as Attachment 2.

The Zoning Code Amendment has been initiated by City staff based on the changing dynamics in the technology of electronic messaging and how electronic messaging in combination with the emergence of social media has become an integral form of communication. The use of electronic changeable signs would also provide a visible, safe, and noticeable sign to the motoring public from collector and arterial surface streets.

Planning Commission Review

In accordance with Section 17.74.040 of the Seaside Municipal Code, the proposed text amendment has been reviewed by the Planning Commission at its August 23, 2017 meeting and September 27, 2017 meeting.

On August 23, 2017 the Planning Commission opened its discussion of the Zoning Code Amendment and acted to continue the item to a future meeting with direction to have City staff address the following land use concerns/issues that were raised by the Planning Commission:

1. Provide list of existing private and public meeting facilities located within the city to provide perspective on the overall number and location of public and private meeting facilities; and
2. Identify the locations of existing private and public meeting facilities that would have a location of the meeting facility site where an electronic message board would maintain at least a minimum distance of 50 feet from an adjoining residential use; and
3. Provide information on recommended industry standards related to minimum brightness levels for LED type electronic changeable message signs; and
4. Include regulations in the Draft Ordinance to address standards for the measurement of the light source emanating from the sign and requirement to obtain a use permit so that the adjacent property owners would receive notice of a public hearing in order provide comment on any proposed electronic changeable message sign application near their property

On September 27, 2017, the Planning Commission conducted its second review of the proposed text amendments and found that the revisions made by City staff to the text amendments per the direction received from the Planning Commission adequately addressed the Commissions comments listed above. The Commission voted to unanimously recommend the adoption of the Draft Ordinance as revised (See Attachment 1).

Project Description

The proposed text amendment will include the following changes the Sign Code:

1. Modification to Section 17.40.050.B that would add new text to allow the installation of electronic changeable message signs on premises of places of worship and public meeting facilities with the issuance of a Use Permit by the Planning Commission.
2. Modification to Section 17.40.060.H.3 to allow for an electronic changeable message sign to change its message display by fading or dissolving and to allow for the brightness to be adjusted via an automatic light detector/photocell, or a scheduled dimming time by

- which the signs light intensity will reduce when ambient light conditions darken.
3. Add new Section 17.40.060.I.6 to require a default mechanism that will cause the sign to revert immediately to a black screen if the sign malfunctions.
 4. Modification to Table 3-15 (Sign Standards for Residential Zones) adding Electronic Changeable Message Display Signs for Private and Public Meeting Facilities as an allowed sign type.
 5. Modification to Table 3-16 (Sign Standards for Commercial and Industrial Zones) adding Electronic Changeable Message Display Signs for Private and Public Meeting Facilities as an allowed sign type.
 6. Add new Section 17.40.080.I to include development standards for Electronic, LED or Digital Signs.

The text amendments are provided as Exhibit "A" to Attachment 1. The proposed revisions are highlighted in bold and underlined.

The text amendments would allow, with the issuance of a Use Permit, the installation of electronic changeable message signs on the premises of private and public meeting facilities as either a freestanding sign or a wall sign. The text amendments include performance standards to regulate the size, location, duration of sign message being displayed, brightness, and the minimum distance an electronic changeable message sign board must be from a residential dwelling/structure.

STAFF ANALYSIS

The use of an Electronic Sign display would provide an alternative to the existing manual sign displays used by most places of worship in Seaside (See Attachment 2). The use of an electronic changeable message signs would also achieve a modern method to provide an overall project identification of meeting facility programs and services and comply with energy efficient technology. Response to Planning Commission comments raised at the Commission meetings are listed below:

- Provide list of places of worship and meeting facilities located within the City. The location of places of worship and meeting facilities has been included as Attachment 3.
- Potential locations within the City which could accommodate the placement of an electronic changeable message sign meeting the minimum distance parameter of minimum 50 feet from an adjoining residential use. The location of places of worship which could meet the minimum 50 distance requirement has been included as Attachment 4.
- Provide information on recommended brightness levels of LED type electronic changeable message signs.
The majority of electronic message signs are illuminated with LED's (Light Emitting Diodes). The perceived brightness of an LED sign is dependent on a variety of factors. Ambient light conditions play the largest role in affecting the brightness of the display. An LED sign communicates its messages by emitting light. It therefore must not be too dim, since it couldn't be distinguished during sunlight; nor should it be too bright, as the image will be distorted and difficult to read. The electronic sign must adjust its brightness over the course of the day. Today's electronic signs can dim from 100%

during a bright sunny day, to around 4% during the darkest night. That means the sign is only 4% as bright at night as during the daytime. During the course of the day, the LED sign boards are equipped that will automatically dim the sign board to ambient light levels to further maintain appropriate brightness levels throughout the day.

- Regulations to Control Sign Board Brightness.

It is recommended, based on industry research, that electronic sign boards in an urban environment should be limited to 0.3 foot-candles above ambient light levels. The 0.3 foot-candle limit is supported by research, which found that an eye illuminance limit of 0.3 foot-candles in areas of low ambient electric light is a level that is unlikely to be objectionable to most persons. This information complies with the recommended brightness levels for On-Premises Electronic Message Signs, which is a compilation summary prepared for evaluating brightness for electronic message signs. This report has been included as Attachment 5.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Attachment 1 - Draft Ordinance
2. Attachment 2 - Sample Reader Board Signs
3. Attachment 3 - Meeting Place Locations
4. Attachment 4 - Meeting Place Locations in compliance with 50-foot setback from Residential Zone
5. Attachment 5 - LED Lighting Report

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Andrew Myrick, Housing & Planning Manager

DATE: June 4, 2026

SUBJECT: AN ORDINANCE TO AMEND SECTION 17.52.230 OF THE SEASIDE MUNICIPAL CODE TO CREATE CONSISTENCY BETWEEN THE MUNICIPAL CODE AND CALIFORNIA LAW REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS. THIS ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 21080.17 OF THE PUBLIC RESOURCES CODE (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION

Conduct first reading and open public hearing.

BACKGROUND

Over the past several years, the State of California has passed a series of laws pertaining to the construction of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs). These laws provide the rules and regulations under which ADUs and JADUs are processed and constructed. These laws are generally updated on an annual basis, taking effect in January of each year.

When reviewing applications for ADUs, staff takes the most recent California rules into consideration. However, staff does periodically update the Zoning Ordinance to maintain consistency with California rules. The rules were last updated in March 2023 to incorporate changes made to California law through 2022 into the Zoning Ordinance. The proposed Ordinance would incorporate additional changes made in 2023 through 2025. These include the following significant changes:

- Define that the size of ADUs and JADUs will be based upon the interior living space (ie excluding the exterior walls).
- Clarify that an ADU may not be denied based on an existing nonconforming zoning condition.
- Allow for different types of exempt ADUs to be constructed on the same parcel.
- Allow for a maximum of eight detached ADUs at the site of an existing multi-family dwelling.
- Provide that uncovered parking stalls that are removed to accommodate an ADU do not need to be replaced.
- Provide language relating to Deed Restrictions for JADUs
- Provide updated material regarding timelines for the processing of applications for ADUs and JADUs.
- Establish a new appeal process for determinations of application incompleteness or application denial through the Planning Commission.

Additional material includes minor updates to requirements, language, and references (to adjust for a renumbering of ADU regulations within the California Government Code).

Staff is already processing applications with these provisions in place. However, the adoption of this Ordinance would bring the Municipal Code into compliance with California Law.

Planning Commission reviewed the proposed Ordinance on May 13, 2026 and unanimously (6-0) recommended that the City Council adopt the attached Ordinance.

Following adoption of the Ordinance, staff will provide a copy of the Ordinance to the California Department of Housing and Community Development (HCD) as required by law.

FISCAL IMPACT

There is no fiscal impact associated with this Item.

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. ADU Ordinance
-

Reviewed for Submission to the City Council by:

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

Greg McDanel, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE TO AMEND SECTION 17.52.230 OF THE SEASIDE MUNICIPAL CODE TO CREATE CONSISTENCY BETWEEN THE MUNICIPAL CODE AND CALIFORNIA LAW REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS.

WHEREAS, on March 2, 2023, the City Council passed and adopted Ordinance No. 2023 to set forth requirements for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) within the City of Seaside; and

WHEREAS, the State of California has continued to pass legislation imposing requirements on local governments regarding the processing and evaluation of applications for ADUs and JADUs; and

WHEREAS, due to these changes in State law regarding ADUs and JADUs, Section 17.52.230 of the Seaside Municipal Code (SMC) relating to ADUs and JADUs must be updated; and

WHEREAS, the proposed Zoning Ordinance Amendment is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 21080.17 of the Public Resources Code; and

WHEREAS, on May 13, 2026, the Planning Commission held a duly noticed public hearing and adopted Resolution 26-09 recommending that the City Council adopt ZOA 2026-001 as presented by staff.

NOW, THEREFORE, The City Council of the City of Seaside does hereby ordain as follows:

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

SECTION 2. Section 17.52.230 of the Seaside Municipal Code is hereby amended with underlines showing the additions to the language and strikeout deletions of language as provided in Exhibit A.

SECTION 3. The City Council hereby finds that this Ordinance implements Articles 2 and 3 of Chapter 13 of Division 1 of Title 7 of the California Government Code and is therefore not subject to the California Environmental Quality Act (CEQA) pursuant to Section 21080.17 of the Public Resources Code.

SECTION 4. If any provision, section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any

part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 5. This Ordinance shall become effective thirty days following adoption of its second reading.

INTRODUCED at a regular meeting of the City Council of the City of Seaside, State of California, held on the 4th day of June 2026

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, held on the ____th day of _____ 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

Attach:

Exhibit "A" – Zoning Ordinance Amendment Text

Exhibit "A"

Zoning Ordinance Amendment Text

17.52.230 Accessory Dwelling Units

Sections:

- A. Purpose and intent.
- B. Definitions.
- C. Locations permitted.
- D. Effect of nonconforming.
- E. Legal use requirements.
- F. Exempt Projects
- G. ADU and JADU design standards.
- H. Off-street parking requirements.
- I. JADU development requirements
- I.J. Processing.
- J.K. Contents of applications.

A. Purpose and intent. The purpose of this Chapter is to allow and regulate ~~A~~accessory ~~D~~dwelling ~~u~~Units (ADUs) and ~~J~~junior ~~a~~Accessory ~~d~~Dwelling ~~u~~Units (JADUs) in compliance with Chapter 13 of Division 1 of Title 7 of the California Government Code ~~sections 65852.2 and 65852.22~~, as may be amended. These regulations shall be in addition to any requirements imposed by any other applicable law, including, but not limited to, the Seaside Building Code and Seaside Fire Code.

B. Definitions. As used in this section, terms are defined as follows:

"Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit located on a parcel with a proposed or existing primary residence that provides a complete independent living facility containing ~~separate~~ kitchen, bath, sleeping, ~~or~~ and living facilities. The term "attached accessory dwelling unit" means an accessory dwelling unit that is structurally attached to the main residence but which has independent, direct access from the exterior. The term "detached accessory dwelling unit" means an accessory dwelling unit that

is not structurally attached to the main residence. An accessory dwelling unit also includes the following:

1. An efficiency unit, as defined by Section 17858.1 of the California Health and Safety Code, as may be amended; and
2. A manufactured home, as defined by Section 18007 of the California Health and Safety Code, as may be amended.

"Accessory structure" means a building or structure that is incidental to that of ~~the main building~~ a dwelling on the same parcel.

"Efficiency kitchen" means a kitchen that includes each of the following:

1. A cooking facility with appliances. Appliances shall mean a ~~range~~ cooktop with a minimum of two burners, or the combination of an oven and cooktop with a minimum of two burners;
2. A sink that facilitates hot and cold water;
3. A food preparation counter or counters that are adequate for the size of the unit;
4. Food storage cabinets adequate for the size of the unit.

"Junior ~~a~~ Accessory d D welling u U nit" or "JADU" means a residential unit that:

1. ~~Is~~ Contains no more than 500 square feet ~~in size of interior livable space~~;
2. Is contained entirely within an existing or proposed single-family structure;
3. Includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure; and
4. Includes an efficiency kitchen, as defined in this ~~Chapter~~ Section.

"Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any other accessory structure, other than ADUs and JADUs.

"Livable space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

"Multifamily ADU" means either:

1. ADUs established within the portions of multifamily structures previously used as livable space, not exceeding 25 percent of the existing multifamily structures; or
2. Detached single family ADUs on a lot that has existing multifamily dwellings being subject to height limits and 4-foot rear yard setbacks.

"Nonconforming zoning condition" means a physical improvement on a property that does not conform to current zoning standards.

"Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

"Public transit" means a location, including, but not limited to, any fixed-route bus stop or other transit stop with transportation that runs on fixed routes, and is available to the public.

"Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a parcel, lined up behind one another.

"Tract housing" is a type of housing development in which multiple similar houses are built on a tract (area) that is subdivided into smaller lots.

"Utility ADU" means an ADU no larger than 800 square feet of interior livable space and meeting four-foot required side and rear yard setbacks.

C. Locations Permitted. Accessory dwelling units are permitted on parcels of any size in conjunction with a proposed or existing residential use in any zone that allows residential uses. Unless specifically stated otherwise, nothing in this Section shall be interpreted to render any requirements applicable to the primary dwelling unit(s) on the site inapplicable.

D. Effect of Conforming. An ADU or JADU that conforms to the requirements in this section shall not be:

1. Deemed to be inconsistent with the General Plan and zoning designation for the parcel on which the ADU or JADU is located;
2. Deemed to exceed the allowable density for the parcel on which the ADU or JADU is located;
3. Considered in the application of any ordinance, policy, or program to limit residential growth; or
4. Required to correct a ~~legally-established~~ nonconforming zoning condition. This does not prevent the City from enforcing compliance with applicable building standards in accordance with California Health and Safety Code Section 17980.12.

E. Legal use requirements. ADUs and JADUs shall comply with the following:

- 1. Short-term rental prohibited.** Any rental term of an ADU or JADU that was legally created on or after January 1, 2017 shall be longer than 30 days.
- 2. Sale of units.** The accessory dwelling unit may not be sold separately from the existing ~~single-family home or multifamily~~ dwelling(s) except as provided in California Government Code Section ~~65852.2666341~~.

F. Exempt Projects. The following Exempt Projects shall not be subject to the requirements set forth in Subsections G and H, below, when said projects are located within a residential or

mixed use zoning district; however, these Exempt Projects shall comply with all applicable requirements of the Seaside Building and Fire Codes, including requirements for separation between structures and fire-resistance ratings. Each parcel may make use of any combination of the following:

1. One Accessory Dwelling Unit and one Junior Accessory Dwelling Unit per lot with a proposed or existing Single-Family Dwelling if all of the following apply:
 - a. The Accessory Dwelling Unit or Junior Accessory Dwelling Unit is within the proposed space of a Single-Family Dwelling or is within the existing space of a Single-Family Dwelling or Accessory Structure. If within the space of an existing Accessory Structure, the structure may be expanded a maximum of 150 square feet beyond its existing physical dimensions solely for the purpose of accommodating ingress and egress.
 - b. The ADU or JADU has its own exterior access without need to travel through the existing or proposed Single-Family Dwelling.
 - c. The side and rear yard setbacks are sufficient for fire and safety, as determined by the City Building Official and Fire Chief.
 - d. Any JADU complies with the requirements of California Government Code 65852.22, as such may be amended from time to time.
2. One new construction Detached Accessory Dwelling Unit, ~~which may also include a JADU within the same building,~~ on a lot with an existing or proposed Single-Family Dwelling, if all of the following apply:
 - a. The structure ~~shall be~~ set back a minimum of four feet from the side and rear property lines.
 - b. The total floor area of the structure ~~shall~~ does not exceed 800 square feet of interior livable space.
 - c. The height of the structure shall be limited to no more than the heights specified in Section 17.52.230. ~~(G)(2).~~
3. Multiple Accessory Dwelling Units within the portions of existing buildings used for Multifamily Dwelling Units that are not used as livable space, including, but not limited

to, storage rooms, boiler rooms, passageways, attics, basements, or garages. Spaces converted in this manner must meet applicable Building Code standards for dwelling units. The number of Accessory Dwelling Units created in this manner shall not exceed 25% of the originally existing Multifamily Dwelling Units, except that at least one Accessory Dwelling Unit shall be allowed.

4. ~~Not more than two~~ Detached Accessory Dwelling Units that are located on a lot that has existing Multifamily Dwelling Units, where the Detached Accessory Dwelling Units have a height that does not exceed the heights specified in Section 17.52.230.G.2 (G)(2) and are set back a minimum of four feet from all side and rear yard property lines. Up to eight ADUs may be constructed, although in no case shall the number of ADUs exceed the number of existing Multifamily Dwelling Units on the lot. In the case of a proposed Multifamily Dwelling Unit project, a maximum of two ADUs are permitted.

G. ADU and JADU design standards. ADUs and JADUs shall comply with the following standards:

1. **Maximum Number.** ~~Except as provided in 17.52.230.F, one ADU and/or one JADU shall be allowed on each lot or parcel with a residential zoning designation. Multifamily ADUs shall comply with Government Code Section 65852.2.~~

2. **Height limit.** Accessory Dwelling Units shall comply with the following:

- a. An attached accessory dwelling unit shall not exceed the maximum height specified for the Zoning District in which the ADU is located or 25 feet, whichever is less.
- b. A newly constructed detached ADU shall be limited to one story and shall not exceed a maximum overall height of sixteen feet (16'), except that a detached ADU may be constructed to a height of 18 feet if:
 - 1) The detached ADU is located on a lot with an existing multistory multifamily dwelling unit; or
 - 2) The detached ADU is located within one-half mile of a major transit stop

or a high-quality transit corridor, as defined in Section 21155 of the Public Resources Code, in which case an additional two feet of height is also permitted if necessary to align the roof pitch of the ADU with the roof pitch of the primary dwelling.

c. An attached ADU, accessory to a duplex or multifamily, shall be limited to a conversion of existing non-livable space and must maintain the existing height of the structure being converted.

3. Setbacks. ADUs and JADUs shall comply with the setback standards of the primary dwelling(s) for the applicable zone, except that ~~minimum~~-side and rear setbacks ~~of~~ shall be at least four feet ~~shall be required~~.

a. A detached ADU shall be located behind the rear building line of the primary residence, and be clearly subordinate by location and size. This requirement shall not prevent the establishment of a Utility ADU that would otherwise comply with all other provisions of this Section.

b. Existing Garage. No setback beyond that which already exists shall be required for an existing, ~~legal~~, attached or detached garage and/or other existing structure that is converted to an ADU or JADU, or that is demolished and reconstructed in the same location as an ADU.

4. Maximum unit size.

a. The maximum square footage of an ADU shall not exceed 850 square feet for a studio or one-bedroom unit, and 1000 square feet for units with two or more bedrooms. In no case shall a detached ADU exceed fifty percent of the floor area of the living area of the primary dwelling. This requirement shall not prevent the establishment of a Utility ADU that would otherwise comply with all other provisions of this Section.

b. The floor area of a JADU shall not exceed a maximum of 500 square feet, and shall be contained within a proposed or existing single-family dwelling or within

~~an convertedattached garage, carport or covered patio.~~

~~b.c. For the purposes of this Section, all references to the area of the unit shall refer to the area of the interior livable space.~~

~~The floor area for multifamily ADUs shall comply with Government Code Section 65852.2.~~

5. Separate entrance required. An attached ADU and/or JADU shall provide a separate exterior access from the existing primary residence. Entry doors cannot be on the same facade as the primary entry/front door of the primary residence and exterior staircases or ramps shall be placed in the area furthest from any property lines if said staircase encroaches into a side or rear yard setback. This requirement shall not prevent the establishment of a Utility ADU that would otherwise comply with all other provisions of this Section.

6. Window placement. Windows facing an adjoining residential property shall be designed to protect the privacy of neighbors; alternatively, fencing or landscaping may be required to provide screening. This requirement shall not prevent the establishment of a Utility ADU that would otherwise comply with all other provisions of this Section.

7. Addressing. ADUs or JADUs constructed or established on the same parcel or lot as an existing or proposed single-family dwelling shall be distinguished by utilizing the same address numbers as the primary dwelling followed by the letter "B", then "C", and so forth. This requirement shall not prevent the establishment of a Utility ADU that would otherwise comply with all other provisions of this Section.

8. Exterior. ADUs or JADUs proposed in Master Planned Communities, areas regulated by Specific Plans, and any tract housing that obtained approval by the Board of Architectural Review shall substantially conform to the originally approved design elements, such as building materials, architectural style, roof pitch, height, scale, and exterior colors and finishes. This requirement shall not prevent the establishment of a Utility ADU that would otherwise comply with all other provisions of this Section.

9. Vehicular Door. A garage converted to an accessory dwelling unit shall include removal or exterior concealment of the garage door(s), which shall be replaced or concealed with a wall meeting Building Code requirements and including architectural treatment and features, including if appropriate walls, doors, windows, trim, and accent details, consistent with the primary dwelling. This requirement shall not prevent the establishment of a Utility ADU that would otherwise comply with all other provisions of this Section.

10. Lighting Restrictions. Any lighting associated with an ADU or JADU shall be shielded or down-lit and shall not shine onto adjoining properties, while meeting the minimum building code. This requirement shall not prevent the establishment of a Utility ADU that would otherwise comply with all other provisions of this Section.

11. Landscaping. No less than 20 percent of the lot shall be landscaped. All areas of the site that are not utilized for buildings, patios, parking, pedestrian, or vehicular access shall be landscaped and provided with a permanent irrigation system. The front yard shall be landscaped, exclusive of walkways and driveways. As site conditions allow, and concurrent with each newly established ADU or JADU, a minimum of one (1) tree of not less than (5) gallon size stock, shall be planted upon the same parcel or lot as the ADU or JADU. Upon request, the Zoning Administrator shall provide property owners with a pre-approved list of acceptable tree species. The removal or loss of any tree in conjunction with an ADU or JADU shall be replaced with three (3) or more trees of the same species using at least (5) gallon size stock, as determined by the Zoning Administrator, and comply with the requirements of Chapter 8.54.040. All required yards and setback areas shall be attractively landscaped primarily with drought tolerant and native plant materials. This requirement shall not prevent the establishment of a Utility ADU that would otherwise comply with all other provisions of this section.

12. Private Open Space/Patios and Decks. Each ADU or JADU shall have a deck or a patio, directly adjoining individual units. The minimum private open space required for each unit shall be no less than 96 square feet with a minimum width of six feet (6') for a deck/patio and eight feet (8') for landscaped area. This requirement shall not prevent the

establishment of a Utility ADU that would otherwise comply with all other provisions of this section.

H. Off-street parking requirements. At least one off-street paved parking space shall be provided for an ~~accessory dwelling unit~~ADU, and may be located within the required interior side or rear property setback areas, or as tandem parking in compliance with Chapter 17.34 (Off-Street Parking).

1. Notwithstanding the above, no additional parking shall be required if one or more of the following conditions applies to the ADU:
 - a. The ADU is located within one-half mile walking distance of public transit.
 - b. The accessory dwelling unit is located within an architecturally and historically significant historic district within which the parking requirement would be inconsistent.
 - c. The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.
 - d. When on-street parking permits are required but have not been offered to the occupant of the accessory dwelling unit.
 - e. When there is a car share vehicle located within one block of the accessory dwelling unit.
 - f. When a permit application for an ADU is submitted at the same time as a permit application for a new single-family or multifamily dwelling or dwellings located upon the same lot and the ADU meets any of the criteria specified in this subsection.
2. When a garage, carport, ~~or~~ covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU, or converted to an ADU, those off-street parking spaces are not required to be replaced.
3. A new driveway approach or curb cut for an ADU or JADU, if needed, may require a separate encroachment permit from the City's Engineering Department.

4. Notwithstanding Section 17.34.120 ~~.(A)(1)(d)~~ of the Seaside Municipal Code, when an existing, ~~legally constructed~~ garage or carport served by an existing driveway is converted to an ADU or JADU, it is unnecessary to remove ~~any the~~ existing driveway ~~access~~ or curb cut that formerly served said garage or carport, provided that the driveway is a minimum of 20 feet in length.

I. JADU development requirements. JADUs which shall be subject to recordation of a Deed Restriction. Deed Restrictions shall be in a form provided by the City and executed by the applicant prior to a determination of completeness by the City. Deed Restrictions shall be recorded against the property prior to issuance of a Building Permit. The Deed Restriction shall include the following provisions:

1. If the JADU shares the use of a bathroom with the primary dwelling unit, a prohibition on the sale of the JADU separate from the sale of the single-family residence, including a statement that the Deed Restriction may be enforced against future purchasers;
2. A restriction on the size and attributes of the JADU to comply with the size requirements of the Municipal Code and California Law; and
3. If the JADU has shared sanitation facilities and is not owned by another governmental agency, land trust, or housing organization, a notice that owner occupancy shall be required in either the single-family residence or the JADU.

J. Processing. An application for an ADU or JADU may be made by submitting a Building Permit application pursuant to Title 15 of the Municipal Code. The City shall review the application in accordance with the following criteria:

1. The City shall determine whether an application for an ADU or JADU is complete within 15 business days of a submittal. The City shall deem ADU applications complete that include all of the information and materials required in the application submittal checklist, comply with the provisions of the Municipal Code and California Law, and include full payment of applicable review fees. If the application is deemed incomplete, City staff shall provide the applicant with a list of incomplete items and a description of how the application can be made complete. Applicants shall have the opportunity to cure and address the items deemed to be incomplete.

2. Once an application has been deemed complete, the City shall provide an approval or denial of ADU and/or JADU applications within (60) sixty days from the date of receipt of

~~the complete application date such application is deemed complete~~, unless the applicant requests a processing delay, in which case the sixty-day period is tolled for the period of the requested delay, up to a maximum of 180 days. If a permit application for an ADU or JADU is submitted along with a permit application to create a new primary dwelling on the same parcel or lot, the City may delay acting on the ADU or JADU application until the City permits the new primary dwelling.

3. A determination that an application is incomplete or denied may be appealed to the Planning Commission. Such appeal shall follow the procedures set forth in Chapter 17.76 of the Municipal Code, except that the decision of the Planning Commission shall be final and not subject to appeal to the City Council. A final written determination regarding the appeal shall be provided to the applicant no later than 60 business days following the request for an appeal.

JK. Contents of Applications. An ADU and/or JADU application shall include the following:

1. Completed Residential Building Permit Application;
2. Completed Monterey Peninsula Water Management District (MPWMD) residential water release form and permit application.
3. Plan Set - Signed and Dated (If Required). A single PDF file containing all plan sheets, 24"x 36" minimum size, to include:
 - a. COVER SHEET: Project address; assessor parcel number; legal property owner's name, address, phone number; plan preparer's title and license number (If Applicable), address, phone number; scope of work identifying all work proposed, clearly showing existing and proposed work and descriptions, and demonstrating compliance with all applicable CA codes and regulations, California Building or Residential Code, Electrical, Mechanical, Plumbing, Energy, Fire, Green Building Codes and City of Seaside Municipal Code; project data, property type, type of construction, occupancy classification, square footage of existing/remodeled/new proposed structure(s) and addition(s), overall building height, fire sprinkler (Yes / No), number of stories; sheet index; deferred submittal list – trusses, sprinklers, etc. (If Applicable); special inspections noted (If Required);

- b. SITE PLAN: North arrow; scale; setbacks; lot dimensions; property boundaries; street names; new and existing structures; building footprint and roofline with all projections dimensioned to property lines; gates; walls; fences; driveways; walks; easements; utilities; meter locations; Cal Green Mandatory Measures Checklist legibly reproduced on the plans; site improvements, including grading, drainage, and landscape irrigation;
- c. DEMOLITION PLAN (if Applicable): Showing any existing structure(s), or portion(s) of a structure to be removed with floor plan(s) and framing details;
- d. FLOOR PLAN (Existing/Proposed): Drawn to scale, dimensioned, rooms labeled, doors and window types, sizes, schedules; framing details;
- e. EXTERIOR ELEVATIONS: All sides of the exterior of the building; existing & proposed exterior wall finishes and special finishes; roof materials and roof pitches; door, window, skylight, and other openings, locations, materials, and configurations; vertical dimensions showing the height of structure(s) and heights of finished floors; locations and extent of shear walls, let-in bracing, or other methods of shear transfer;
- f. FOUNDATION PLAN: Detailed and dimensioned plans showing slabs and foundations for garages, patios, breezeways, driveways, walks; footings, piers, slabs, grade beams, retaining walls (sizes and locations); hold-downs, connections of new foundations to existing foundations; any special construction required by structure, site conditions, or expansive soils; required compressive strength of concrete; crawl access openings and screened vents under raised wood floors; North arrow;
- g. ROOF FRAMING PLAN: Size and spacing of beams, rafters, headers, trusses, roof openings; layout of roof sheathing; nailing; North arrow;
- h. STRUCTURAL CALCULATIONS: Signed and dated; CRC Braced Walls or CBC Shear Walls; schedule (If Modified); Soils Report (If Applicable), signed and dated;
- i. PLUMBING, MECHANICAL, ELECTRICAL PLANS: Location of new or existing mechanical equipment serving the added or altered area; electrical plan with receptacles, lighting, and panel schedule (If Modified); gas line diagram and

calculations (If Modified); Energy Certificate of Compliance Forms reproduced on plan sheets; and

- j. Monterey Peninsula Unified School District (MPUSD): Release for any payment of school district fees.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Andrew Myrick, Housing & Planning Manager

DATE: June 4, 2026

SUBJECT: AN ORDINANCE TO AMEND CHAPTER 9.12 OF THE SEASIDE MUNICIPAL CODE TO CLARIFY NOISE ORDINANCE APPLICABILITY TO PERMITTED USES. THIS ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION

Conduct first reading and open public hearing.

BACKGROUND

The City of Seaside has an interest in ensuring that residents' quality of life is not unduly impacted by excessive noise, while also allowing for normal levels of noise typically found in a suburban environment. The City of Seaside's Municipal Code addresses concerns related to noise in two locations. The first of these is located within Section 17.30.060 of the Seaside Zoning Ordinance. This Section implements the Noise Element of the City of Seaside's General Plan, and includes specific, quantitative measures (in decibels) of what constitutes excessive noise within the City's various Zoning Districts.

The second of these is Chapter 9.12 within the City's Public Peace, Morals, and Welfare Title, and is more focused on qualitative characteristics related to noise impacts.

Specifically, it relates to noises that are "excessive, unnecessary or unusually loud," a term which is defined in that Chapter as referring to "a noise disturbance which, because of its volume level, duration or character annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of any individual within the limits of the city."

As an example of how the City would evaluate noise complaints under the two provisions of the Municipal Code, if someone were to play a recording of "nails on a chalkboard," under Section 17.30.060 the noise would be evaluated based on features such as volume, location, and time of day, while under Chapter 9.12 the characteristics of the sound would be evaluated based on criteria identified in that Chapter (such as citizen complaints, proximity to residential sleeping facilities, the nature and zoning of the area, etc).

Section 9.12.040 of Chapter 9.12 includes exemptions which indicate that certain noises do not constitute "excessive, unnecessary or unusually loud noise." Examples of this include cries for assistance, emergency sirens, and religious worship activities. This includes an exemption for parades and other special events which have obtained permits. However, it does *not* include permitted uses which are producing noises normally associated with such as use.

The proposed amendment would amend Section 9.12.040 to add an additional exemption to clarify that noises normally expected to be emitted as part of a permitted use are not "excessive, unnecessary or unusually loud" noises. This does not prevent the City from enforcing violations of Section 17.30.060 if the volume of noise exceeds the amount specified therein. However, it would establish that normal operational noises are not by their nature "excessive, unnecessary or unusually loud."

Staff is also examining Section 17.30.060 as part of its Zoning Ordinance Update to ensure that Section is in compliance with the General Plan. Changes to that Ordinance will be brought to the Council by staff at a later date.

FISCAL IMPACT

There is no fiscal impact associated with this Item.

STRATEGIC PRIORITY

Community Safety & Quality of Life

ATTACHMENTS

1. Title 9 Noise Ordinance 2026-06-04

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to be 'GMP' or similar, written in a cursive style.

Greg McDanel, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE TO AMEND CHAPTER 9.12 OF THE SEASIDE MUNICIPAL CODE TO CLARIFY NOISE ORDINANCE APPLICABILITY TO PERMITTED USES.

WHEREAS, the City Council passed and adopted Ordinance Nos. 820 and 837 to add and amend Chapter 9.12 of the Municipal Code relating to the regulation of "excessive, unnecessary or unusually loud noises"; and

WHEREAS, the City Council desires to clarify that noises produced during the normal operations of permitted uses; and

WHEREAS, the proposed Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

NOW, THEREFORE, The City Council of the City of Seaside does hereby ordain as follows:

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

SECTION 2. The Seaside Municipal Code is hereby amended with underlines showing the additions to the language and strikeout deletions of language as provided in Exhibit A.

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

SECTION 4. This Ordinance shall become effective thirty days following adoption of its second reading.

INTRODUCED at a regular meeting of the City Council of the City of Seaside, State of California, held on the 4th day of June 2026

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, held on the ____th day of _____ 2026 by the following vote:

AYES:
NOES:
ABSENT:

ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

Attach:

Exhibit "A" – Zoning Ordinance Amendment Text

Exhibit "A"

Zoning Ordinance Amendment Text

Chapter 9.12

NOISE REGULATIONS

Sections:

[9.12.010 Declaration of policy.](#)

[9.12.020 Prohibited generally.](#)

[9.12.030 Specific prohibitions.](#)

[9.12.040 Exemptions.](#)

[9.12.050 Persons responsible.](#)

9.12.010 Declaration of policy.

It is hereby declared to be the policy of the city that the peace, health, comfort, safety and welfare of its citizens require protection from excessive, unnecessary, or unusually loud noises and vibrations from any and all sources in the community.

9.12.020 Prohibited generally.

A. It shall be unlawful for any person to knowingly make, continue or cause to be made or continued any excessive, unnecessary, or unusually loud noise.

B. The term "excessive, unnecessary, or unusually loud noise" means a noise disturbance which, because of its volume level, duration, or character, annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of any individual within the limits of the city.

C. For any kind of noise, whether or not enumerated in SMC [9.12.030](#), the standards which shall be considered in determining whether a violation exists may include, but shall not be limited to, the following:

1. The volume or intensity of the noise;
2. Citizen complaints;
3. The proximity of the noise to residential sleeping facilities;
4. The nature and zoning of the area within which the noise emanates;
5. The time and/or day of the week the noise occurs;
6. The duration of the noise;
7. Whether the noise is recurrent, intermittent, or constant; and
8. Whether the noise is produced by a commercial or noncommercial activity.

9.12.030 Specific prohibitions.

The following specific acts, subject to the exemptions provided in SMC [9.12.040](#), are declared to be unlawful and public nuisances:

A. Using or operating out of doors, for any purpose, any loudspeaker, loudspeaker system, amplification device (including a boom box, radio, amplifier, phonograph, stereo, compact disc, or tape player), musical instrument, or other device for the producing or reproducing of sound, between the hours of ten p.m. and seven a.m., or at any time when such loudspeaker or amplification or similar device described herein is operated in such a manner, whether indoors or outdoors, that it can be heard at a place two hundred feet distant, or such that the sound therefrom creates a noise disturbance across a residential or commercial real property line;

B. Excessive, unnecessary, or unusually loud yelling, shouting, talking, whistling, or singing out of doors between the hours of ten p.m. and seven a.m. on any day;

C. Excessive, unnecessary, or unusually loud noise emanating from vehicle radios or other sound devices, whether the vehicle is on private or public property. The operation of any such radio or sound device in such a manner as to be plainly audible at a distance of twenty-five feet from the vehicle in which it is located or to which it is connected shall be prima facie evidence of a violation of this section;

D. Excessive, unnecessary or unusually loud operation or use of any of the following before seven a.m. or after seven p.m. daily (except Saturday, Sunday, and holidays, when the prohibited time shall be before nine a.m. and after seven p.m.):

1. Hammers, hand-powered saws, or similar implements; impact wrenches; ~~or similar~~ equipment powered by compressed air; tools or pieces of equipment powered by an internal combustion engine such as, but not limited to, chain saws, blowers, and lawn mowers; electrically powered tools or equipment such as, but not limited to, saws, drills, lathes, or routers; heavy equipment such as, but not limited to, bulldozers, steam shovels, road graders, back hoes; ground drilling and boring equipment; hydraulic crane and boom equipment; portable power generators or pumps; pavement or pile driving equipment,
2. Any construction, demolition, excavation, erection, alteration, or repair activity, unless authorized in writing by the building official. Written authorization may be issued in the case of an emergency, or where the building official determines that the peace, comfort and tranquility of the occupants of residential property will not be impaired because of the location or nature of the construction activity.

9.12.040 Exemptions.

Excessive, unnecessary, or unusually loud noise as used in this chapter does not include noise or sound generated by the following:

A. Cries for emergency assistance and warning calls;

B. Radios, sirens, horns, and bells on police, fire, and other emergency response vehicles;

C. Parades, fireworks displays, and other special events for which a permit has been obtained from the city are exempted provided there is compliance with all conditions which have been noted in writing on the permit. Excessive, unnecessary, or unusually loud noise produced as a result of noncompliance with any condition specified on the permit is not exempt from the requirements of this Chapter;

D. Activities on or in publicly owned property and facilities, or by public employees or their franchisees, while in the authorized discharge of their responsibilities, are exempt; provided, that such activities have been authorized by the owner of such property or facilities or its agent or by the employing authority;

E. Religious worship activities, including, but not limited to, bells, organs, singing, and preaching.

F. Activities that are permitted within the respective Zoning District, as identified by Title 17 of this Municipal Code, or which are occurring with a valid permit.

9.12.050 Persons responsible.

Any person, driver, passenger, owner, agent, manager, or supervisor in charge of operating, ordering, directing, or allowing the operation or maintenance of any device, object, or machine creating a noise as prohibited in this Chapter shall be deemed guilty of violating this Chapter.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Thomas Korman, Public Works Director/City Engineer

DATE: June 4, 2026

SUBJECT: ADOPT A RESOLUTION APPROVING THE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATION TO APPROVE CHANGING CONTRA COSTA TO ONE WAY SOUTHBOUND AND APPROVE BY RESOLUTION TO ADD CONTRA COSTA TO ONE-WAY SOUTHBOUND STREET LIST IN SMC.10.30.010.B

RECOMMENDATION

Approve change to street list.

BACKGROUND

The Traffic Advisory Committee (TAC) reviewed and provided a recommendation regarding a proposed circulation change for Contra Costa Street at its regular meeting on March 17, 2026. The recommendation approved by TAC is summarized below.

A similar proposal was previously presented to TAC at the November 18, 2025 meeting. That proposal included converting Contra Costa Street to a one-way roadway from Broadway Avenue to the alleyway south of Broadway and restriping the adjacent parking lot. The current proposal narrows the scope to only consider converting Contra Costa Street to a one-way southbound roadway and extends the limits to include Broadway Avenue to Palm Avenue.

In 2022, the City retained DKS Consultants to evaluate parking conditions and future parking needs within the West Broadway area. The resulting West Broadway Parking Study evaluated existing parking supply, occupancy patterns, and the adequacy of parking inventory to accommodate anticipated future growth within the Specific Plan area. The study also identified opportunities to increase parking supply through restriping existing facilities, reconfiguring on-street parking, utilizing City-owned parcels,

and developing future structured parking facilities.

The study area generally extends from Elm Avenue to Olympia Avenue (north-south) and from Fremont Boulevard to Del Monte Boulevard (east-west). The study identified approximately 512 marked and unmarked parking spaces, including unrestricted parking, time-limited parking, ADA-accessible parking, and loading zones. Approximately 70 percent of the parking supply is unrestricted, while approximately 30 percent is subject to two-hour parking limits. The study concluded that the existing parking supply is generally adequate under current conditions; however, localized parking shortages occur near certain businesses and activity centers. The study further concluded that additional public parking capacity will be necessary to support future development, special events, and full buildout of the West Broadway Specific Plan area.

Among the short-term recommendations identified in the study were:

Restriping the existing parking lot south of Broadway Avenue and Del Monte Boulevard;
Installing angled parking on Contra Costa Street with one-way southbound traffic operations;

Installing angled parking on Hillsdale Street with one-way northbound traffic operations; and

Utilizing City-owned parcels for interim public parking.

The study specifically recommended installing angled parking on Contra Costa Street between Broadway Avenue and Palm Avenue in conjunction with southbound one-way operations to increase near-term parking supply. The study estimated that approximately 21 parking spaces could potentially be provided under this configuration. However, the study did not include detailed striping exhibits or layouts demonstrating how the additional parking supply would be achieved. Subsequent staff review and field analysis were unable to replicate the study's estimated parking yield. Staff attempted to reach out to DKS to speak to the engineers that created the report, but they were no longer with the company.

Staff conducted an independent analysis of the Contra Costa Street corridor between Broadway Avenue and Palm Avenue. The corridor serves several adjacent land uses, including Deja Blue Restaurant, a multifamily residential complex, a City-owned parking lot, a single-family residence, and Acme Coffee. An alleyway located within the corridor also provides additional vehicular access to residential parking and Palm Ave.

Currently, the corridor contains approximately 12 on-street parking spaces. Staff determined that conversion of Contra Costa Street to one-way southbound traffic operations with diagonal parking would continue to provide approximately 12 parking spaces. Under the evaluated configuration, diagonal parking would be installed along the east side of the roadway, while the west side would be red-curbed to prohibit parking.

Staff also reviewed recent collision history within the corridor. Two reported incidents

have occurred within the last two years, including a hit-and-run collision involving a parked vehicle, and a collision involving two police vehicles, both at Contra Costa Street and Palm Avenue.

Following discussion of the proposal and staff analysis, TAC recommended approval of converting Contra Costa Street to one-way southbound traffic operations between Broadway Avenue and Palm Avenue.

Adoption of the proposed resolution is required to formally designate Contra Costa Street as a one-way southbound roadway between Broadway Avenue and Palm Avenue and to amend the City's official one-way street list contained in SMC 10.30.010.B.

Approval of the resolution would codify the traffic regulation within the Municipal Code and authorize implementation of the associated roadway signage and traffic control modifications. The change in traffic operations will not take effect until a minimum 10-day notice has been provided to adjacent residents and businesses and all required traffic control devices, signage, and pavement markings have been installed.

FISCAL IMPACT

The city will have to pay approximately \$9,950.00 for the installation of striping and signage.

STRATEGIC PRIORITY

Vibrant Local Economy, Community Safety & Quality of Life

ATTACHMENTS

1. Resolution
2. Photo Exhibit
3. Parking Layout

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE DESIGNATION OF CONTRA COSTA STREET AS A ONE-WAY SOUTHBOUND ROADWAY BETWEEN BROADWAY AVENUE AND PALM AVENUE AND AMENDING SMC 10.30.010.B

WHEREAS, the Traffic Advisory Committee reviewed the proposed one-way southbound designation for Contra Costa Street between Broadway Avenue and Palm Avenue at its regular meeting held on March 17, 2026, and recommended approval; and

WHEREAS, the City Council reviewed and approved the Traffic Advisory Committee recommendation at a regular City Council meeting held on June 4, 2026; and

WHEREAS, Section 10.30.010.B of the Seaside Municipal Code establishes the City's official list of one-way streets and roadways; and

WHEREAS, adoption of this Resolution is required to formally designate Contra Costa Street between Broadway Avenue and Palm Avenue as a one-way southbound roadway and amend SMC 10.30.010.B accordingly; and

WHEREAS, the one-way southbound designation shall not take effect until a minimum 10-day notice has been provided to adjacent residents and businesses and all required traffic control devices, signage, and pavement markings have been installed.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the designation of Contra Costa Street between Broadway Avenue and Palm Avenue as a one-way southbound roadway and hereby amends Section 10.30.010.B of the Seaside Municipal Code to include Contra Costa Street between Broadway Avenue and Palm Avenue as a one-way southbound street.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 4th day of June 2026, by the following vote:

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

APPROVED:

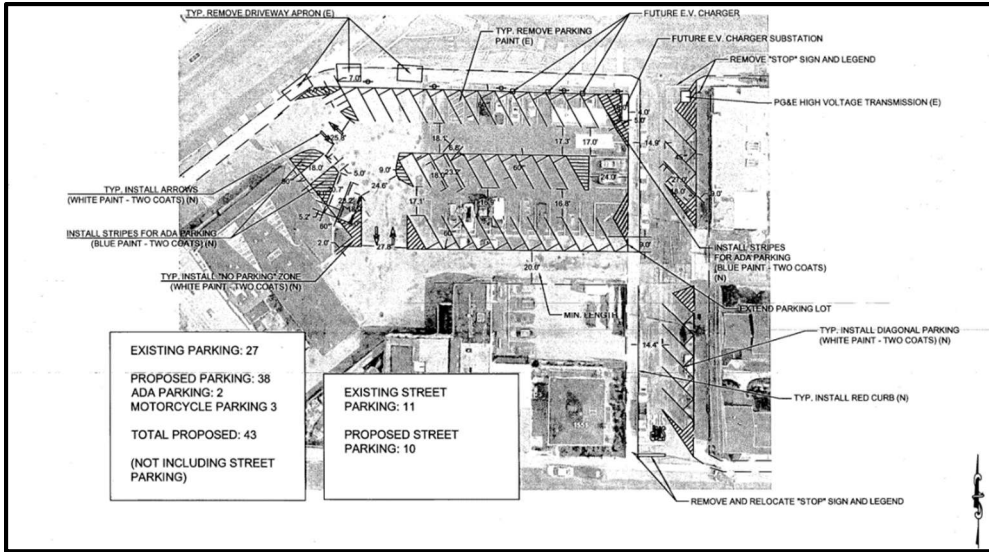
Ian N. Oglesby, Mayor

ATTEST:

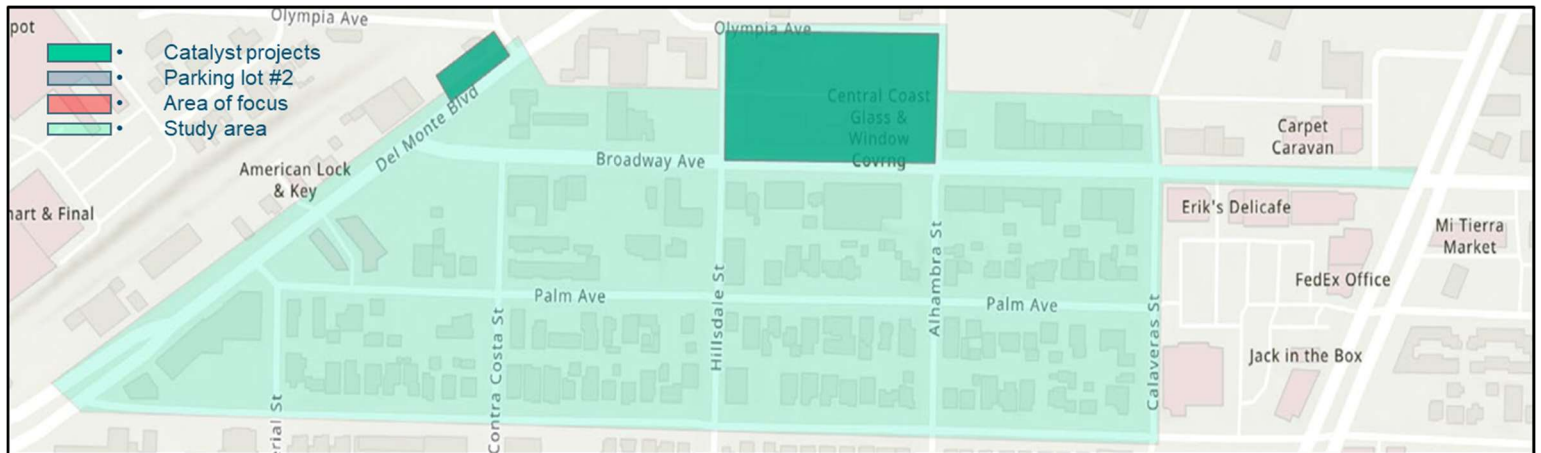
Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

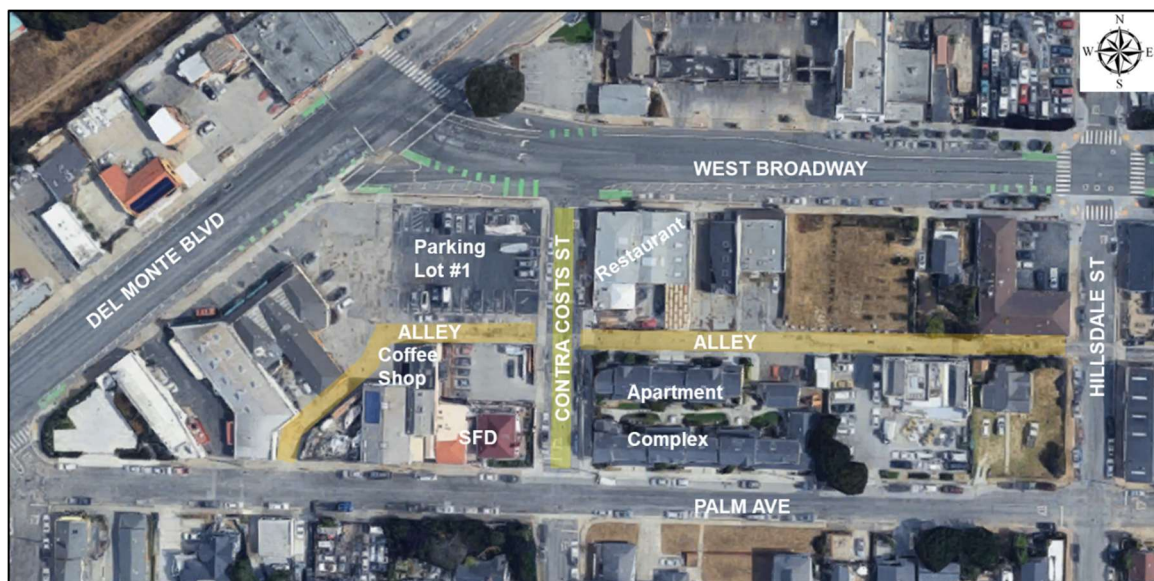
Sheri L. Damon, City Attorney



Previous scope of work.



2022 Parking study area.



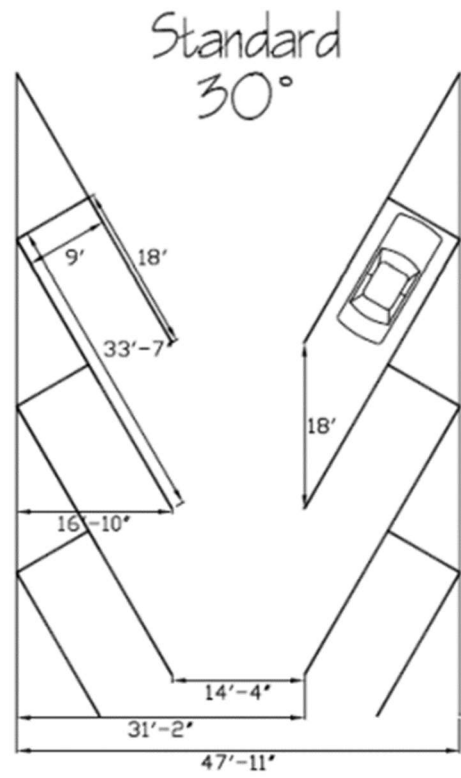
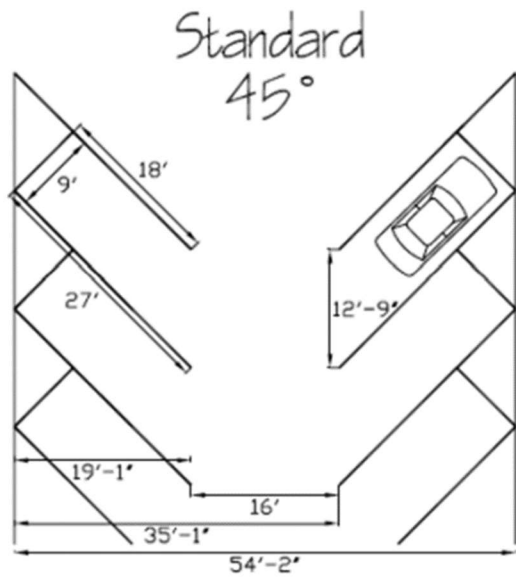
Contra Costa corridor analysis.



Contra Costa southbound circulation.



Draft parking layout.



Standard angled parking stall widths and depths.



REMOVE "STOP" SIGN AND LEGEND

Diamond detail

ONE WAY



ONE WAY



Fire Hydrant

TYP. INSTALL RED CURB (N)

Contra Costa St

Contra Costa St

CONTRA COSTA ONE WAY SOUTHBOUND FROM BROADWAY AVE TO PALM AVE

DO NOT ENTER
WRONG WAY



Palm Ave

Palm Ave



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: June 4, 2026

SUBJECT: ADOPT A RESOLUTION APPROVING THE COMMUNITY SOCIAL SERVICES GRANT PROGRAM POLICY

RECOMMENDATION

Adopt a resolution approving the Community Social Services Grant Program Policy.

BACKGROUND

The City of Seaside established the Community Social Services (CSS) Grant Program in Fiscal Year 2020–2021 to support nonprofit, community-based, faith-based, and fiscally sponsored organizations that provide programs and services benefiting Seaside residents.

Since its inception, the CSS Grant Program has awarded approximately \$2.5 million through 43 grants supporting a broad range of community services, including youth development, education, recreation, public health, mental health, senior services, homelessness prevention, and community-building initiatives.

Over time, the program has evolved through several funding approaches. Early grant cycles utilized a competitive Request for Proposals (RFP) process with application scoring, committee review, and City Council approval. More recent cycles included direct Council allocations and simplified application processes. As the program has matured, City Council has expressed interest in establishing a clear and consistent framework to guide future grant funding decisions while maintaining flexibility to address emerging community needs.

At its January 15, 2026 meeting, the City Council discussed the history and future direction of the Community Social Services Grant Program and provided policy direction

regarding transparency, evaluation criteria, accountability measures, and funding priorities, including the direction to narrow the program scope toward youth-serving activities.

The proposed Community Social Services Grant Program Policy establishes a formal framework for administration of the City's grant program while allowing City Council to establish annual priorities through future funding cycles and more clearly focusing eligible funding on programs and services primarily benefiting Seaside children, adolescents, and transitional-age youth age 24 and younger.

The policy:

- Defines eligible applicants, including nonprofit, community-based, faith-based, and fiscally sponsored organizations serving Seaside residents, with priority given to programs serving Seaside youth age 24 and younger.
- Narrows eligible program areas to prioritize youth-serving activities, including education, tutoring, mentoring, recreation, workforce readiness, mental and behavioral health, violence prevention, intervention, basic needs, housing stability, civic engagement, and leadership development.
- Establishes allowable and ineligible expenditures.
- Requires a minimum 10% cash or in-kind match from applicants.
- Provides for annual or periodic issuance of a Request for Proposals (RFP).
- Establishes a formal application review and scoring process conducted by City staff based on criteria adopted for each funding cycle.
- Maintains City Council authority over final grant funding decisions.
- Establishes reporting and accountability requirements for funded organizations, including youth-focus outcome reporting.
- Establishes a requirement that organizations who receive funding participate in monthly Blue Ribbon Task Force meetings.
- Provides flexibility for City Council to establish funding limits, award caps, and program priorities through future budget and grant cycles.

In addition, staff conducted a public survey regarding future Community Social Services Grant Program priorities. Survey responses indicated strong support for increased transparency, published evaluation criteria, measurable outcomes, annual reporting requirements, and a structured grant review process. Respondents identified youth workforce development, after-school programs, mental health services, violence prevention, and educational support as important funding priorities.

The proposed policy incorporates these youth-focused community priorities while preserving City Council's ability to establish annual funding priorities and program objectives.

Approval of the policy will provide greater consistency, transparency, and accountability

for future Community Social Services Grant funding cycles and create a predictable framework for both applicants and the City while aligning the program with Council's direction to prioritize youth-serving activities.

FISCAL IMPACT

There is no direct fiscal impact associated with adoption of the proposed policy. Funding for future Community Social Services Grant awards will continue to be determined by City Council through the annual budget process or subsequent Council action. Adoption of the policy does not commit the City to any specific funding level.

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. Community Social Services Grant Program Policy - Resolution
2. Community Social Services Grant Policy

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 26-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE COMMUNITY SOCIAL SERVICES GRANT POLICY**

WHEREAS, the City of Seaside established the Community Social Services Grant Program to support nonprofit, community-based, faith-based, and fiscally sponsored organizations that provide programs and services benefiting Seaside residents; and

WHEREAS, since Fiscal Year 2020–2021, the Community Social Services Grant Program has provided significant investments in programs addressing youth development, education, recreation, public health, mental health, senior services, homelessness prevention, community engagement, and other community priorities; and

WHEREAS, the City Council desires to establish a clear, transparent, and consistent framework for the administration of future Community Social Services Grant funding cycles; and

WHEREAS, the proposed Community Social Services Grant Program Policy establishes eligibility requirements, allowable expenditures, application procedures, evaluation processes, reporting requirements, and City Council oversight responsibilities; and

WHEREAS, adoption of the policy will improve transparency, accountability, consistency, and effectiveness in the administration of Community Social Services Grant funding; and

WHEREAS, the City Council has reviewed and considered the proposed Community Social Services Grant Program Policy and finds that adoption of the policy is in the best interest of the City and its residents.

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

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. The City Council hereby approves and adopts the Community Social Services Grant Program Policy attached hereto as Exhibit A.
3. The City Manager, or designee, is authorized to implement administrative procedures necessary to administer the Community Social Services Grant Program consistent with the adopted policy and future City Council direction.
4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 4th day of June, 2026 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 AS TO FORM

Sheri L. Damon, City Attorney

**COMMUNITY SOCIAL SERVICES GRANT PROGRAM
POLICY**

Purpose: The Community Social Services Grant (CSSG) Program provides financial assistance to nonprofit, community-based, and faith-based organizations that deliver programs and services benefiting Seaside children, adolescents, and transitional-age youth, defined for the purposes of this policy as individuals age 24 and younger. The purpose of the CSSG Program is to enhance quality of life, address identified community needs, and advance City priorities through targeted investments in youth-serving programs related to , education, health, prevention, intervention, recreation, basic needs, and positive youth development.

This policy establishes the overarching framework for the Community Social Services Grant Program. Specific program details, application requirements, evaluation criteria, and timelines shall be established annually through a City-issued Request for Proposals (RFP). This policy is intended to provide consistent governance while allowing flexibility to respond to evolving community needs and City Council priorities.

Eligible Applicants: Grants may be awarded to:

- Public or private nonprofit organizations recognized under Section 501(c)(3) of the Internal Revenue Code;
- Community-based or faith-based organizations serving Seaside residents; and
- Grassroots organizations applying in partnership with an established nonprofit fiscal sponsor

Organizations must demonstrate that a meaningful portion of program participants or beneficiaries are Seaside youth age 24 and younger. Programs serving broader populations must identify the direct benefit to Seaside youth participants. Faith-based organizations may receive funding provided that grant funds are not used for religious instruction, worship, or proselytizing activities, and that participation in funded programs is open to all residents regardless of religious affiliation.

Eligible Program Areas: Funding shall prioritize programs and services that primarily benefit children, adolescents, and transitional-age youth, defined for purposes of this policy as individuals age 24 and younger. Eligible programs may include, but are not limited to:

- Education, tutoring, mentoring, career readiness, and workforce development for youth
- Youth development, recreation, arts, culture, and positive enrichment activities
- Mental health, behavioral health, and social-emotional support services for youth
- Violence prevention, intervention, diversion, and public safety-related youth support services
- Civic engagement, leadership development, neighborhood connection, and community-building programs focused on youth participation and belonging

Programs serving broader populations may be considered only when the applicant demonstrates a clear, direct, and measurable benefit to Seaside youth age 24 and younger. Programs must demonstrate a clear municipal or community benefit, alignment with City priorities, and measurable youth-focused outcomes.



Allowable Expenditures: Eligible expenditures may include:

- Program-related personnel costs directly supporting service delivery
- Supplies, materials, and equipment necessary to implement the approved program
- Facility or space rental directly tied to program activities
- Contracted professional or support services
- Outreach, engagement, or participant support costs related to program outcomes

The following expenses are not eligible:

- General operating deficits unrelated to the proposed program
- Religious or political activities
- Fundraising events or activities
- Personal gifts, prizes, or entertainment unrelated to program objectives
- Costs incurred prior to City Council approval

Funding Requirements:

- CSSG awards are one-time grants unless otherwise authorized by City Council.
- A minimum **10% cash or in-kind match** is required from all applicants.
- Grant funds are intended to supplement, not supplant, existing funding sources.
- Applicants must demonstrate the capacity to implement the proposed program within the grant period.

Application and Submission Process: The City shall issue a Request for Proposals (RFP) for the Community Social Services Grant Program on an annual or as-needed basis, subject to funding availability.

All complete grant applications will be evaluated and scored by City staff and/or an ad hoc committee using the evaluation criteria and scoring matrix adopted for that funding cycle. Applications determined to be incomplete will not be forwarded for further evaluation or City Council consideration.

Applicants will be notified of the date on which Community Social Services Grant allocation recommendations will be presented to the City Council.

Completed applications, including all required attachments, shall be submitted in accordance with the applicable RFP and directed to:

Dan Meewis
Assistant City Manager
440 Harcourt Avenue
Seaside, CA 93955

Evaluation Process: Applications shall be evaluated using criteria established in the annual RFP, which may include but are not limited to demonstrated youth-related community need, program quality and feasibility, anticipated impact and measurable youth outcomes,



CSS GRANT POLICY

440 Harcourt Avenue, Seaside CA 93955
831-899-6700 | FAX: 831-718-8603

organizational readiness, and cost effectiveness. Evaluation criteria and weighting may be modified annually based on local needs or strategic priorities established by City Council.

The evaluation framework shall be designed to ensure that emerging or grassroots organizations are not disadvantaged due to limited organizational history, provided that proposed youth outcomes, implementation plans, and accountability measures are clearly articulated.

City Council Role: All Community Social Services Grant awards are subject to City Council approval. City Council may:

- Establish annual program priorities and funding parameters
- Consider staff evaluations and funding scenarios as a baseline for deliberation
- Modify recommended allocations at its discretion, consistent with adopted priorities

Funding Limits: Funding limits, maximum award amounts, number of awards, and any set-asides for new or pilot programs shall be established by City Council as part of the annual budget or program framework.

Reporting and Accountability: Funded organizations are required to:

- Execute a grant agreement with the City
- Submit quarterly progress and expenditure reports as specified in the agreement
- Submit a final report documenting outcomes, services provided, and use of funds
- Participate in Blue Ribbon Task Force meetings and provide a minimum of two (2) program reports during the grant cycle.

Organizations that fail to comply with reporting requirements may be deemed ineligible for future funding.

Payment Process: If a grant is approved by City Council, payment will be made to the authorized organization or fiscal sponsor in accordance with the grant agreement and City financial policies. Payments may be issued on a reimbursement basis or through scheduled disbursements. No payments shall be made directly to individuals.

Policy Administration: This policy may be amended by City Council as needed. Administrative procedures necessary to implement this policy may be established by the City Manager, provided they are consistent with City Council direction.