



A G E N D A

CITY OF SEASIDE	REGULAR MEETING
CITY COUNCIL/SUCCESSOR	440 HARCOURT AVE (COUNCIL CHAMBER)
AGENCY TO THE	Thursday, June 18, 2026
REDEVELOPMENT AGENCY	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

Remote Participation Location for 500 Hotel Circle N.
Council/Agency Member Burks: San Diego, CA

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

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

7. CONSENT AGENDA

A. APPROVE MINUTES FROM MAY 7, 2026, REGULAR MEETING, AND MAY 26 AND MAY 27, 2026, SPECIAL MEETINGS

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 May 02, 2026 through May 15, 2026, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period of May 14, 2026. Total Accounts Payable and Payroll for the above referenced period is \$2,126,719.41.

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of May 02, 2026 through May 15, 2026, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period May 14, 2026. Total Accounts Payable and Payroll for the above referenced period is \$580.07.

D. ADOPT A RESOLUTION AUTHORIZING SUBMISSION OR PARTICIPATION IN A FISCAL YEAR 2025 FEDERAL EMERGENCY MANAGEMENT AGENCY ASSISTANCE TO FIREFIGHTERS GRANT REGIONAL APPLICATION FOR SELF-CONTAINED BREATHING APPARATUS

RECOMMENDATION: Approve submittal or participation in a FY 2025 FEMA Assistance to Firefighters Grant Regional application for self-contained breathing apparatus.

E. ADOPT A RESOLUTION APPROVING A POLICY ADDRESSING DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING PUBLIC MEETINGS

RECOMMENDATION: Adopt a Resolution approving the City of Seaside Technology Disruption Policy for public meetings pursuant to Senate Bill 707 and Government Code Section 54953.4.

F. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE COMMUNICATION SITE LEASE AGREEMENT WITH T-MOBILE WEST, LLC FOR EXISTING TELECOMMUNICATIONS FACILITIES ON CITY-OWNED PROPERTY LOCATED AT 1444 SKYVIEW DRIVE

RECOMMENDATION: Authorize the City Manager to execute the First Amendment to the Communication Site Lease Agreement with T-Mobile West LLC.

8. PUBLIC HEARING

- A. 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 (SECOND READING - ROLL CALL VOTE)**

RECOMMENDATION: Conduct second reading, open public hearing and adopt the ordinance.

- B. 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 (SECOND READING - ROLL CALL VOTE)**

RECOMMENDATION: Conduct second reading, open public hearing and adopt the ordinance.

- C. PUBLIC HEARING TO RECEIVE THE ANNUAL AB 2561 REPORT ON CURRENT JOB VACANCIES, RECRUITMENT, AND RETENTION EFFORTS**

RECOMMENDATION: Hold a public hearing, receive the annual report on the status of job vacancies, recruitment, and retention efforts pursuant to Government Code Section 3502.3, and accept and file the report.

9. BUSINESS ITEMS

- A. APPROVE THE SEASIDE STARS AD-HOC COMMITTEE RECOMMENDATIONS FOR FOUR RECIPIENTS AND, AUTHORIZE THE CITY MANAGER TO EXECUTE ASSOCIATED CONTRACTS WITH FMG CUSTOM CONCRETE**

RECOMMENDATION: Review and approve the Seaside Stars Ad-Hoc Committee recommendations for the 2026 recipients of the stars, and staff recommendations for installation, and authorize the City Manager to execute the contracts with FMG Custom Concrete.

- B. CONSIDER APPROVAL OF NEIGHBORHOOD IMPROVEMENT COMMISSION RECOMMENDATIONS AND CITY COUNCIL ALLOCATIONS FOR TRANSIENT OCCUPANCY TAX-FUNDED NEIGHBORHOOD IMPROVEMENT PROJECTS**

RECOMMENDATION: Approve or modify the Neighborhood Improvement Commission's recommended FY 2026-2027 project list; select projects for the City Council's allocation; and direct staff to proceed with implementation.

- C. ADOPT A RESOLUTION APPROVING THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PLANS AND SPECIFICATIONS, AWARDED A CONSTRUCTION AGREEMENT TO THE DON CHAPIN CO. FOR AN AMOUNT NOT TO EXCEED \$12,176,375.00, APPROVING A REIMBURSEMENT AGREEMENT WITH THE SEASIDE COUNTY SANITATION DISTRICT FOR BROADWAY SEWER UPGRADES, APPROVING A CONSTRUCTION MANAGEMENT & INSPECTION SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR AN AMOUNT NOT TO EXCEED \$1,638,529.00, AND APPROVING AND AMENDMENT FOR DESIGN SERVICES DURING CONSTRUCTION TO THE KIMLEY-HORN AND ASSOCIATES, INC. PSA FOR AN AMOUNT NOT TO EXCEED \$388,034.00**

RECOMMENDATION: Approve Project Plans and Specifications, award a construction agreement, approve a reimbursement agreement, and construction related consultant agreements.

- D. ADOPT A RESOLUTION AUTHORIZING FISCAL YEAR 2026-2027 STREET REPAIR PROJECT LIST TO BE FUNDED IN PART WITH SB1: THE ROAD MAINTENANCE REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS, AND AUTHORIZING SUBMISSION TO THE CALIFORNIA TRANSPORTATION COMMISSION**

RECOMMENDATION: Authorize staff to submit a SB 1 Project List.

- E. ADOPT A RESOLUTION APPROVING THE FISCAL YEAR 2026-2027 OPERATING BUDGET AND RELATED DOCUMENTS, INCLUDING THE INVESTMENT POLICY, CAPITAL IMPROVEMENT PROGRAM, FEE SCHEDULE, POSITION CONTROL LIST, SALARY SCHEDULE, STRATEGIC PLAN, AND RESERVE AMOUNTS**

RECOMMENDATION: Approve the Fiscal Year 2026-2027 Operating Budget, Investment Policy, Capital Improvement Program, Fee Schedule, Position Control List, Salary Schedule, Strategic Plan, and reserve amounts; and provide direction to staff regarding any final changes to be incorporated as part of implementation.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

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

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

12. CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

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

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

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

Two potential matters

13. ADJOURNMENT

Next Regularly Scheduled Meeting:

July 2, 2026

5:00 p.m.

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

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

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



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, May 7, 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: Garcia-Arrazola, Miller, Oglesby, Pacheco
ABSENT: Burks

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was led by Pastor Ronald Britt (Greater Victory Temple COGIC). The pledge was led by Council/Agency Member Miller.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Pastor Ronald Britt, no name, Catherine Crockett, Lynda Cunningham, Carol Chobajan, Thomas Berrera

6. PUBLIC AGENCY COMMUNICATIONS

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

The following announcements were made:

- The Seaside Farmers Market has new summer hours. Starting May 7, stop by Laguna Grande Park from 4 to 8 p.m. to enjoy fresh produce, local food vendors, and music on the lawn. CalFresh and EBT shoppers can receive up to \$30 in free fruits and vegetables when they spend \$30 at the market.
- Get outside with FOSPA and give back to your community. Join park cleanups on May 9 at Capra and Martin Parks, and May 16 at Farallones and Highland Otis Parks. Together, we keep Seaside clean, green, and thriving.

- It's time to celebrate Mom—Seaside style. Join the Older Adults Program for a Mother's Day Brunch on Saturday, May 9 at the Oldemeyer Center. Doors open at 10:30 a.m., program at 11, and lunch served at 12 noon. Mothers and grandmothers enjoy free admission and lunch, and guests can join for just \$4 at the door. Good food, great company, and a beautiful way to say "thank you."
- The future of housing in Seaside is taking shape. Greater Victory Temple Church of God in Christ, the Seaside City Council, and KB-Bakewell Seaside Venture II invite the community to the groundbreaking of the GVT Apartments Complex. The ceremony will be held Saturday, May 16 at 10 a.m. at the Greater Victory Temple parking lot, 1620 Broadway Avenue. The project will deliver 21 very-low-income housing units as part of the Campus Town and Pacific Landing at Seaside development. To attend, send email to rsvp@bakewellco.com.
- Small business owners are invited to a Business Tax Strategies workshop on Monday, May 18, 2026, from 12:00 to 1:00 p.m. The workshop will be held in person and online, with the in-person session at the Monterey Peninsula Chamber of Commerce, located at 353 Camino El Estero in Monterey. Presenter Tania Santos, an SBDC Business Advisor, will share tax and accounting strategies for local businesses. To register, visit tinyurl.com/yf2fptd2.
- Healthy pets, strong community—Seaside, this one's for you. A low-cost mobile spay and neuter clinic will be available for Seaside residents on Tuesday, May 26 at 1271 Canyon Del Rey Boulevard, near Chili's. Services are \$25 and include pain medication, E-collars for dogs, and free rabies and booster vaccines. Spots are limited and appointments are required—call or text 925-967-1001 to schedule.
- Seaside, it's time to move, connect, and feel your best! The City of Seaside invites older adults to celebrate National Older Adult Health and Fitness Day on Wednesday, May 27, from 9 a.m. to 3:30 p.m.
- Join us at the Oldemeyer Center and Pattullo Swim Center for a full day of wellness—featuring a resource fair, aquatics, tai chi, stretching, line dancing, and pickleball. This event is free and open to older adults. For more information, call 899-6803.
- A new fitness experience is heating up in Seaside. HOTWORX Seaside invites the community to its grand opening on Friday, May 29, from 2 to 7 p.m. at 1105 Broadway Avenue, Suite 101. Enjoy food, local vendors, giveaways, and the opportunity to reserve a complimentary first session. For more information, visit hotworx.net/studio/seaside or call 884-5923.

7. **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 approve the consent agenda as presented.

PUBLIC COMMENT: None

RESULT: 4-0-0-1

AYES: Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: Burks

A. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED

C. ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING MARCH 31, 2026

ACTION: ACCEPTED & FILED

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

ACTION: APPROVED

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

ACTION: APPROVED

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

ACTION: APPROVED

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

ACTION: APPROVED

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

ACTION: APPROVED

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

ACTION: APPROVED

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

ACTION: ADOPTED RESO #26-33

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

ACTION: ADOPTED RESO #26-34

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

ACTION: ADOPTED RESO #26-35

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

ACTION: ADOPTED RESO #26-36

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

ACTION: ADOPTED RESO #26-37

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

ACTION: ADOPTED RESO #26-38

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

ACTION: APPROVED

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

ACTION: APPROVED

8. PUBLIC HEARING

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

Thomas Korman, Public Works Director/City Engineer, presented an ordinance amending Section 10.30.010 of the Seaside Municipal Code to allow the designation, modification, or removal of one-way streets by resolution rather than ordinance. The proposed change would streamline the process while maintaining City Council oversight and requiring at least 10 days' notice to affected residents and businesses prior to Council action. Staff noted the revision was made in response to public concerns regarding notice and public input opportunities. Staff recommended approval of the ordinance amendment.

PUBLIC COMMENT: None

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 adopt the ordinance with proposed amendments.

RESULT: 3-1-0-1

AYES: Garcia-Arrazola, Oglesby, Pacheco

NOES: Miller

ABSTAIN: None

ABSENT: Burks

ACTION: Adopted Ord #2041

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

Haroon Noori, Administrative Analyst II, presented the Fiscal Year 2026–2027 Annual Action Plan for the Community Development Block Grant (CDBG) Program. The presentation provided an overview of the federal HUD-funded program, funding allocations for public service programs, public facilities and infrastructure projects, and program administration. Staff noted the City’s FY2026–2027 allocation increased by \$31,060 above projections, with additional funds distributed proportionally among eligible activities. The presentation also summarized the public outreach process and funding timeline. Staff recommended approval of the FY2026–2027 Annual Action Plan, authorization for the City Manager or designee to execute related documents, and submission of the plan to HUD by the June 2, 2026 deadline.

PUBLIC COMMENT: None

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the 2026-2027 annual action plan for the CDBG program.

RESULT: 4-0-0-1

AYES: Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: Burks

ACTION: Adopted Reso #26-39

9. BUSINESS ITEMS

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

Andy Myrick, Housing and Planning Manager, presented a proposed resolution approving a density bonus and Inclusionary Housing Agreement with KB Bakewell Seaside Venture II, LLC and Greater Victory Temple Church of God in Christ for the development of 21 very-low-income affordable housing units at 1620 Broadway Avenue. The presentation outlined the history of the Campus Town Subdivision

affordable housing requirements, project details, and provisions of the agreement, including affordability restrictions for households earning 50% or less of the Area Median Income for a period of 55 years. Staff also reviewed density bonus incentives and concessions authorized under California law and recommended adoption of the resolution.

PUBLIC COMMENT: Danny Bakewell, Jr., Lynda Cunningham

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve a density bonus and inclusionary housing agreement with KB Bakewell, and Greater Victory Temple Church of God in Christ.

RESULT: 4-0-0-1

AYES: Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: Burks

ACTION: *Adopted Reso #26-40*

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

Kirstin van Gend, Administrative Analyst II, and Sara Parral, Project Manager at HF&H Consultants, LLC, presented a recommendation from ReGen Monterey to initiate a competitive Request for Proposals (RFP) process for solid waste, recycling, and organics collection services. The presentation summarized community outreach and stakeholder engagement results, which reflected generally high satisfaction with current service provider GreenWaste Recovery, LLC, while also identifying concerns related to rates, customer service, and education and outreach. Staff and consultants reviewed considerations related to governance, affordability, service quality, assignment risk, and ReGen Monterey infrastructure, as well as the proposed timeline for the procurement process. Staff recommended adoption of a resolution authorizing GreenWaste and other qualified providers to compete for the future franchise agreement through the RFP process.

PUBLIC COMMENT: Kimmy Ito, Tim Morris, Manuel Gouveia, Emily Hansen, Kirstin O'Hara

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

Agency moved to approve the recommendation to initiate a competitive RFP process for solid waste, recycling, and organics collection services.

RESULT: 4-0-0-1

AYES: Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: Burks

ACTION: Adopted Reso #26-41

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

City Manager Greg McDanel presented a proposed resolution approving an amendment to the City's 2025 On-Call Landscape Architecture and Site Design Contract with BFS Landscape Architects to increase the task order limit from \$75,000 to \$300,000 for design services related to the Laguna Grande Trails Project. The presentation outlined the project scope, including planned renovation and expansion of approximately 1.5 miles of multi-use trails and related park amenities, supported primarily through a \$1.62 million Recreational Trails Program grant from the California Department of Parks and Recreation. Staff reviewed project background, community outreach efforts, funding requirements, and the proposed timeline for design and construction. Staff recommended approval of the contract amendment and appropriation of \$250,000 from the General Fund for the project.

PUBLIC COMMENT: Bobby Maxwell, Lynda Cunningham

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve an amendment to the 2025 On-Call landscape architecture and site design contract with BFS Landscape Architects.

RESULT: 4-0-0-1

AYES: Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: Burks

ACTION: Adopted Reso #26-42

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

City Manager Greg McDanel presented the Strategic Plan Quarter Three Report and proposed Fiscal Year 2026–2027 priority updates. The presentation highlighted progress made under the City’s five strategic plan pillars, including governance, economic development, housing and community engagement, infrastructure and water supply, and public safety and quality of life. Staff reviewed completed and ongoing initiatives, project milestones, and departmental accomplishments during the third quarter. The presentation also outlined proposed near-term priority refinements for FY 2026–2027 to align with budget considerations and prepare for a comprehensive strategic planning process in 2027. Staff requested Council feedback on proposed priorities and recommended that the Council receive the quarterly update and provide direction for development of the final FY 2026–2027 Strategic Plan priority update to be considered with the budget in June 2026.

PUBLIC COMMENT: Lynda Cunningham

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to accept the strategic plan quarter 3 report.

RESULT: 4-0-0-1

AYES: Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: Burks

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None.

B. FOLLOW UP ON PREVIOUS REQUESTS

The City Manager informed the council that two items requested by council member will appear on the next agenda: Transgender Sanctuary City Resolution, and Letter of support in favor of AB2134.

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

Reports provided.

12. CLOSED SESSION

City Attorney Sheri Damon read the closed session items and did not anticipate any reports.

PUBLIC COMMENT: None

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

Monterey County Superior Court Case No. 24CV003912

Case Name: Fontes v. City of Seaside

No report.

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

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

Agency Negotiators: City Manager and City Attorney

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

Under Negotiation: Price, Terms of Payment, or both

No report.

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

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

No report.

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

Two potential matters

No report.

13. ADJOURNMENT

With no further business, the meeting adjourned at 8:46 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES

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

SPECIAL MEETING
440 HARCOURT AVE
Tuesday, May 26, 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. PLEDGE OF ALLEGIANCE

The pledge was led by Council/Member Burks.

4. PUBLIC COMMENT

Dawn Mathes-Park

5. BUSINESS ITEMS

A. ADOPT A RESOLUTION CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, REQUESTING THE COUNTY OF MONTEREY ELECTIONS DEPARTMENT TO CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION OF THE ELECTION

City Clerk Dominique L. Davis presented the staff report recommending adoption of a resolution calling for the City of Seaside's General Municipal Election to be held on Tuesday, November 3, 2026. The resolution identifies the offices to be elected as one Mayor and two City Councilmembers, each for four-year terms, requests that the Monterey County Elections Department conduct election services, and requests consolidation with the statewide general election. The presentation outlined the election administration timeline, including required County submissions, the candidate filing period, Election Day, and post-election certification of results. The City Clerk also summarized key resolution provisions, including the 200-word candidate statement limit, candidate responsibility for statement costs, and resolution of tie votes by lot pursuant to Elections Code Section 15651(a). The estimated fiscal impact is between \$91,494 and \$152,490, based on 15,249 registered voters at an estimated cost of \$6 to \$10 per voter.

On motion by Council/Agency Member Garcia-Arrazola and second by Council/Agency Member Miller and carried by the following vote, the City

Council/Successor Agency moved to call for a general municipal election on Tuesday, November 3, 2026.

PUBLIC COMMENT: None

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #26-51

**B. RECEIVE A PRESENTATION ON THE DRAFT FISCAL YEAR 2026-2027
OPERATING BUDGET, CAPITAL IMPROVEMENT PROGRAM, FEE
SCHEDULE, POSITION CONTROL LIST, SALARY SCHEDULE, AND
RESERVE AMOUNTS AND PROVIDE DIRECTION TO STAFF AS TO ANY
CHANGES TO BE MADE PRIOR TO ADOPTION**

City Manager Greg McDanel introduced the proposed Fiscal Year 2026–27 “Stabilization and Recovery” Budget, framing the City’s current fiscal condition as a period of transition shaped by flattening recurring revenues, rising operating costs, increasing personnel and pension obligations, and development revenues that remain timing-dependent. The proposed budget emphasized proactive realism, disciplined restraint, long-term recovery, and the protection of essential services.

The City Manager noted that the General Fund reflects approximately \$51.3 million in operating revenues, \$52.8 million in operating expenditures, and an operating deficit of approximately \$1.5 million. The presentation further highlighted the continued use of 22 frozen positions as an expenditure-control measure, reserves funded at approximately 88% of policy targets, and the need to treat reserve use as a limited bridge rather than a permanent operating strategy.

Finance Director Jessie Riley presented an overview of the proposed Fiscal Year 2026–27 Budget, including recent and proposed fiscal policies, all-funds and General Fund revenues and expenditures, fund balance trends, and long-term forecast considerations. The presentation identified all-funds revenues of approximately \$72.3 million and expenditures of approximately \$81.6 million, resulting in an operating deficit of approximately \$9.3 million. The General Fund balance is projected to decrease by approximately \$4.7 million, or 15%, with funding allocated for capital improvements and street maintenance and repair. Strategic options to strengthen the fund balance included evaluating discretionary operating expenditures, deferring or rescoping General Fund-funded capital projects, reducing General Fund transfers to street operations, reviewing use of the Section 115 Pension Trust, workforce realignment and service sustainability, and broader financial resilience strategies, including quarterly financial reporting beginning in October 2026.

Staff also presented department-level budget summaries, accomplishments, and Fiscal Year 2026–27 goals for several operating areas, including Mayor and Council, City Manager, Neighborhood Improvement Commission, City Clerk/Public Affairs, City Attorney, Human Resources and Risk Management, Finance, Economic Development, and related commissions. Department presentations highlighted continued progress on major City priorities, including Campus Town, the Grand Hyatt Seaside Hotel & Resort, Main Gate redevelopment, neighborhood improvements, public engagement, records modernization, legislative advocacy, workforce capacity, risk management savings, financial reporting, economic development, housing, infrastructure, public safety, and transparent governance.

6. ADJOURNMENT

With no further business, the meeting adjourned at 8:57 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES

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

SPECIAL MEETING
440 HARCOURT AVE
Wednesday, May 27, 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. PLEDGE OF ALLEGIANCE

The pledge was led by Council/Agency Member Miller.

4. PUBLIC COMMENT

Robert Daniels, Jr., Rufus Brandus, Karla Lobo

5. BUSINESS ITEMS

A. RECEIVE A PRESENTATION ON THE DRAFT FISCAL YEAR 2026-2027 OPERATING BUDGET, CAPITAL IMPROVEMENT PROGRAM, FEE SCHEDULE, POSITION CONTROL LIST, SALARY SCHEDULE, AND RESERVE AMOUNTS AND PROVIDE DIRECTION TO STAFF AS TO ANY CHANGES TO BE MADE PRIOR TO ADOPTION

City Manager Greg McDanel introduced the second night of the Fiscal Year 2026–2027 Budget Session, framing the proposed budget as a stabilization and recovery budget intended to protect core services, maintain filled workforce capacity, and use reserves only as a limited transition bridge while the City continues longer-term recovery actions. Staff presented budget summaries and key highlights for Police, Fire, Recreation, Public Works and Engineering, the Capital Improvement Program, and the proposed fee schedule.

Department presentations reviewed Fiscal Year 2025–2026 accomplishments, Fiscal Year 2026–2027 goals, staffing levels, revenues, expenditures, commission work plans, and service priorities. The Police Department highlighted public safety initiatives, community outreach, traffic enforcement, illegal fireworks enforcement, technology advancements, and planned patrol vehicle purchases. The Fire Department reviewed service activity, incident trends, staffing, and budget needs. The Recreation Department summarized programs, facility operations, community events, grant-supported initiatives, and the work plans of related commissions. Public Works and Engineering reviewed core service areas, including engineering,

utilities, facilities, parks maintenance, streets, vehicle maintenance, and capital project delivery.

Staff also presented the Fiscal Year 2026–2027 Capital Improvement Program, noting that the City’s Five-Year CIP includes 111 projects totaling approximately \$198.3 million, with 27 projects totaling approximately \$8.8 million recommended for appropriation in Fiscal Year 2026–2027. Of that amount, approximately \$819,000 was proposed from the General Fund unassigned fund balance, with the balance funded through grants and other special revenue sources.

Finance Director Jessie Riley presented long-term General Fund projections and strategies to strengthen the fund balance. The forecast identified projected operating deficits, continued reserve pressure, and the need for structural alignment between ongoing revenues and expenditures. Staff reviewed potential strategies, including evaluating discretionary operating expenditures, deferring or rescoping General Fund-funded capital projects, reducing General Fund transfers to street operations, considering use of the Section 115 Pension Trust, workforce realignment, and advancing a broader financial resilience strategy focused on operational efficiency, revenue growth, economic development, expenditure discipline, and quarterly financial reporting beginning in October 2026.

Council received the presentations, discussed the stabilization framework, and provided direction for staff to continue refining the proposed budget, including any Council-supported adjustments to operating items, capital projects, street commitments, fee schedule changes, and reserve strategy assumptions prior to returning with the final budget adoption documents.

6. ADJOURNMENT

With no further business, the meeting adjourned.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 7.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Corryn Bennett, Accountant II

DATE: June 18, 2026

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of May 02, 2026 through May 15, 2026, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period of May 14, 2026. Total Accounts Payable and Payroll for the above referenced period is \$2,126,719.41.

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:

- \$47,971.05 to CALIFORNIA-AMERICAN WATER for Multiple City water accounts under Cal-Am Water 03/21/26-04/22/26. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$16,345.00 to PARAMETRIX, INC. for Professional developing services through 04/03/2026: On-call traffic engineering services.

- \$16,471.50 to JOHN E ARRIAGA for Fees for professional services for the periods of April and May 2026.
- \$63,740.66 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.
- \$24,679.96 to SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS FOR MONTEREY COUNTY, INC. for Animal care services for Police Department for the period of April 2026.
- \$46,319.46 to U.S. BANK-CALCARD for City of Seaside purchase card transactions for the billing period of April 2026.
- \$14,537.28 to CDW LLC for Virtual desktop software for the period of 04/26/26-04/27/27.
- \$53,302.40 to HARRIS & ASSOCIATES, INC. for Campus Town Phase 2 Demolition services for the period of March 2026.
- \$40,540.76 to DUKE'S ROOT CONTROL, INC. for Root control sewer maintenance for the period of April 2026.
- \$20,624.00 to DAVID OLSON, INC for Leak repair for the dehumidifier at Pattullo Swim Center.
- \$126,716.95 to MARINA COAST WATER DISTRICT for Recycled water meter services for the period of April 2026.
- \$18,652.61 to ICONIX WATERWORKS (US) INC. for Purchase of equipment and supplies for the Water Department.
- \$39,000.00 to BEAR ELECTRICAL SOLUTIONS for Installation of ADA compliant audible alarm crossing signal push buttons at (3) intersections.
- \$30,427.74 to KIMLEY-HORN AND ASSOCIATES, INC. for Professional services for Phase 2 Broadway Complete Streets for the period of March 2026.
- \$20,812.50 STURDY OIL COMPANY for (2) invoices: 1,500 gallons of regular gas (ethanol) and 803 gallons of clear diesel delivered to the public works department on 04/22/2026; 1,400 gallons of regular gas (ethanol) delivered to the public works department on 04/10/2026.
- \$10,677.08 HUNTINGTON PUBLIC CAPITAL CORP. for Lease contract payment for the Energy Project at City Hall, City Library, and Fire Department locations for the period ending 03/31/26.
- \$16,416.00 SEASIDE HOUSING LP for June 2026 rental assistance program for (12) tenants.
- \$22,596.76 ENTERPRISE FM TRUST for Monthly payment for (21) leased City vehicles for the period of May 2026.

The Net Payroll and Payroll benefits total was \$980,291.8.

The remaining checks, totaling \$516,668.41, 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:



Greg McDanel, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 7.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 18, 2026

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of May 02, 2026 through May 15, 2026, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period May 14, 2026. Total Accounts Payable and Payroll for the above referenced period is \$580.07.

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.: 7.D.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Paul Blaha, Deputy Fire Chief

DATE: June 18, 2026

SUBJECT: ADOPT A RESOLUTION AUTHORIZING SUBMISSION OR PARTICIPATION IN A FISCAL YEAR 2025 FEDERAL EMERGENCY MANAGEMENT AGENCY ASSISTANCE TO FIREFIGHTERS GRANT REGIONAL APPLICATION FOR SELF-CONTAINED BREATHING APPARATUS

RECOMMENDATION

Approve submittal or participation in a FY 2025 FEMA Assistance to Firefighters Grant Regional application for self-contained breathing apparatus.

BACKGROUND

The Fire Department seeks authorization to submit or participate in a FY 2025 Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) Regional application with Monterey County partner agencies to replace self-contained breathing apparatus (SCBA). Quotes are still being finalized; therefore, staff recommends authorization to apply for up to the applicable AFG Regional maximum award, anticipated not-to-exceed \$2,000,000 in federal funds for the combined service area, plus the required 10% local match. SCBA replacement is a high-cost, critical life-safety need, and any excess cost over the grant award, in addition to the cost share, will need to be prioritized in the following budget cycle.

The FY 2025 AFG Program supports equipment purchases that equip emergency personnel to recognized standards, improve firefighter safety, increase operational efficiency, foster interoperability, and strengthen community resilience. Regional applications are specifically intended to address common needs across multiple jurisdictions where a regional solution improves standardization and mutual aid operations. SCBA units are essential respiratory protection devices used by firefighters

during interior structure fires, hazardous materials incidents, vehicle fires, confined space emergencies, and other immediately dangerous to life and health environments.

The Fire Department's SCBA units are expiring in two years, creating an urgent need for replacement to maintain compliance, firefighter safety, and operational readiness. Replacement costs are significant, making a regional grant application the most fiscally responsible path to address this critical equipment need. Without grant funding, the Fire Department and its partners may be forced to defer or stagger replacements, increasing maintenance issues, incompatibility, firefighter safety risk, and operational disruptions when expired equipment must be removed from service.

FISCAL IMPACT

Adoption of the resolution authorizes submission of, or participation in, the regional grant application and commits the City to provide the required local cost share if awarded. No immediate budget appropriation is requested at this time. If awarded, staff will return to the City Council as necessary to accept the award, appropriate revenues and expenditures, approve any budget amendments, and authorize the required local match.

STRATEGIC PRIORITY

Community Safety & Quality of Life

ATTACHMENTS

1. Resolution

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 SUBMISSION OR PARTICIPATION IN A FISCAL YEAR
2025 FEDERAL EMERGENCY MANAGEMENT AGENCY ASSISTANCE TO
FIREFIGHTERS GRANT REGIONAL APPLICATION FOR SELF-CONTAINED
BREATHING APPARATUS**

WHEREAS, the Federal Emergency Management Agency (FEMA), through the Assistance to Firefighters Grant (AFG) Program, provides funding to fire departments and eligible agencies for equipment, personal protective equipment, training, emergency vehicles, and other initiatives that improve firefighter safety, operational efficiency, interoperability, and community resilience; and,

WHEREAS, regional AFG applications are intended to address common needs across multiple jurisdictions when a regional solution improves standardization, compatibility, and mutual aid operations; and,

WHEREAS, the Seaside Fire Department's existing SCBA are expected to expire in approximately two years, creating a critical need for timely replacement to maintain firefighter safety, compliance, and operational readiness; and,

WHEREAS, replacement of SCBA is a high-cost, critical life-safety need, and a regional grant application is a fiscally responsible approach to address the need while improving equipment consistency and interoperability among participating agencies; and,

WHEREAS, the City of Seaside Fire Department seeks authorization to submit or participate in a regional FY 2025 AFG application with Monterey County partner agencies to replace self-contained breathing apparatus (SCBA); and,

WHEREAS, the City's Administrative Policy on Grant Management requires City Council approval for grant applications equal to or exceeding \$10,000 and requires adoption of a resolution approving the filing of the application.

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

1. Approves the filing of a grant application for the acquisition of self-contained breathing apparatus under the FY 2025 FEMA Assistance to Firefighters Grant Program.
2. Certifies that the proposed project is consistent with the City's General Plan goals and objectives.

3. Certifies that the City will have sufficient funds available to operate and maintain the project upon completion.
4. Authorizes and appoints the City Manager, or their designee, as the City's agent to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, amendments, payment requests, and related documents, which may be necessary for the completion of the projects and administration of the grant.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 18th 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 STAFF REPORT

Item No.: 7.E.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: June 18, 2026

**SUBJECT: ADOPT A RESOLUTION APPROVING A POLICY ADDRESSING
DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING
PUBLIC MEETINGS**

RECOMMENDATION

Adopt a Resolution approving the City of Seaside Technology Disruption Policy for public meetings pursuant to Senate Bill 707 and Government Code Section 54953.4.

BACKGROUND

SB 707 requires eligible legislative bodies to provide procedures for disruptions in remote public access, including service interruptions affecting two-way telephonic or audiovisual platforms used for public attendance and observation. The City's proposed policy applies to City Council and other applicable City legislative body meetings where remote public participation is offered or required.

Under the proposed policy, if a disruption prevents the public from attending or observing a meeting remotely, the Presiding Officer, City Clerk, board or commission secretary, or designated staff will announce the disruption and staff will begin efforts to restore service. The open session must recess for at least one hour, or until remote access is restored, whichever occurs first. During that period, the legislative body may meet in closed session if otherwise permitted by law.

If remote access is restored, the meeting may reconvene and continue in the ordinary course. If remote access is not restored, the legislative body may adjourn the meeting or continue in open session after adopting, by roll-call vote, a finding that good-faith efforts were made to restore service and that the public interest in continuing the meeting outweighs the public interest in remote public access.

The policy also provides for documentation in the meeting minutes, including the nature and timing of the disruption, restoration efforts, whether service was restored, and any direction or findings made by the legislative body.

FISCAL IMPACT

There is no direct fiscal impact associated with adoption of the policy. Implementation will rely primarily on existing staff time, meeting support procedures, and information technology resources.

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

1. Resolution
 2. Exhibit 1 - SB 707 Technology Disruption Policy
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 26-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING A POLICY ADDRESSING DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING PUBLIC MEETINGS

WHEREAS, the Ralph M. Brown Act (Government Code § 54950 et seq.) establishes requirements for open and public meetings of local legislative bodies; and

WHEREAS, Senate Bill 707 (2025) amended the Brown Act to update teleconferencing and accessibility requirements, including provisions related to remote participation in public meetings; and

WHEREAS, Government Code § 54953.4(b)(1)(A) requires eligible legislative bodies, on or before July 1, 2026, to adopt at a noticed public meeting in open session, and not on the consent calendar, a policy addressing disruption of telephonic or internet service during meetings conducted with remote participation; and

WHEREAS, the required policy must address procedures for recessing and reconvening a meeting in the event of a disruption and the efforts the legislative body will make to attempt to restore service; and

WHEREAS, Government Code § 54953.4 further requires that, in the event of a disruption preventing members of the public from observing or participating in the meeting through a two-way telephonic or audiovisual platform, the legislative body shall recess the open session for at least one hour and make a good faith effort to restore service, and may not reconvene open session until at least one hour has passed or service has been restored, whichever occurs first; and

WHEREAS, if telephonic or internet service has not been restored upon reconvening, the legislative body must make findings by roll call vote that good faith efforts to restore service have been made and that the public interest in continuing the meeting outweighs the public interest in remote public access; and

WHEREAS, adoption of a technology disruption policy is required to ensure compliance with state law and to promote transparency and continuity of public meetings; and

WHEREAS, the proposed policy addressing disruption of telephonic or internet service during meetings of the City Council has been prepared in accordance with Government Code § 54953.4 and is attached hereto as Exhibit 1; and

WHEREAS, the activity is not a "Project" as defined under Section 15378 of the California Environmental Quality Act (CEQA) State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3), no environmental review is required.

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

Section 1. Adoption of Policy. The City Council hereby adopts the policy entitled "Disruption of Telephonic or Internet Service During Public Meetings," substantially in the form attached hereto as Exhibit 1.

Section 2. Implementation. The City Clerk and/or City Manager is authorized and directed to implement the policy in coordination with agency staff, legal counsel, and technology support staff, as appropriate.

Section 3. Minor Modifications. The City Attorney may approve minor, non-substantive modifications to the policy as necessary to conform to applicable law, agency practices, or formatting requirements, provided such modifications do not materially alter the intent of the policy.

Section 4. Effective Date. 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 18th 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

CITY OF SEASIDE

Technology Disruption Policy

Policy: Disruption of Telephonic or Internet Service During Public Meetings

1. Background

Senate Bill 707 amended the Brown Act to require eligible legislative bodies to adopt a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing a meeting remotely. This policy is adopted by the City of Seaside to support continuity of public participation, transparency, and orderly meeting administration during technology disruptions.

2. Purpose

This policy establishes procedures for responding to a disruption in the telephonic or internet services that provide two-way remote public access to meetings of the City of Seaside City Council and other applicable City legislative bodies, as required by the Brown Act, including Government Code section 54953.4.

The policy is intended to preserve meaningful public access, guide the Presiding Officer and City Clerk or designated staff during disruptions, and document the City's good faith efforts to restore remote access services when disruptions occur.

3. Definitions

For purposes of this policy:

- "City" means the City of Seaside.
- "Disruption" means any failure, outage, or interruption of telephonic or internet service that prevents members of the public from attending or observing a meeting via the City's remote access services.
- "Legislative body" means the City Council and any other City board, commission, committee, or other body subject to the Brown Act for which remote public participation is offered or required.
- "Presiding Officer" means the Mayor, Chair, or other officer presiding over the meeting.
- "Remote access services" means the two-way telephonic service and/or two-way audiovisual platform used by the City to provide real-time remote public attendance and observation of meetings, including platforms such as Zoom or another City-designated remote meeting platform.

4. Applicability

This policy applies to all open and public meetings of the City of Seaside City Council and other City legislative bodies at which remote public participation is offered or required under the Brown Act.

Nothing in this policy requires the City to offer remote public participation for meetings where remote participation is not otherwise required by law or authorized by the City's adopted procedures. When remote access is offered, this policy governs the City's response to service disruptions that prevent remote attendance or observation.

5. Procedures in the Event of a Service Disruption

5.1 Response to Service Disruption

If the Presiding Officer, City Clerk, board or commission secretary, or designated staff becomes aware of a disruption to the City's remote access services that prevents members of the public from attending or observing the meeting remotely:

1. The Presiding Officer, City Clerk, board or commission secretary, or designated staff shall promptly announce the disruption to the legislative body and the public attending in person.
2. The Presiding Officer may call for a recess of the open session or, when appropriate and consistent with the Brown Act, convene the legislative body in closed session.
3. City staff shall begin efforts to diagnose and restore the disrupted remote access service.
4. The meeting shall remain in recess for at least one hour or until remote access service is restored, whichever occurs first. The recess period may be extended if restoration efforts are ongoing and the Presiding Officer determines that an extension is appropriate.

5.2 Efforts to Restore Service

The City shall make good faith efforts to restore remote access services. Depending on the nature of the disruption, such efforts may include:

- Troubleshooting the remote meeting platform, webinar settings, or teleconferencing software;
- Resetting or replacing audiovisual equipment, microphones, cameras, livestream equipment, or related hardware;
- Attempting alternative internet or telephone connection methods, if available;
- Contacting City information technology support, platform support, audiovisual support, or other service providers;
- Switching to backup equipment, alternate meeting links, or backup platforms, if available and operationally feasible; and
- Providing updates to in-person attendees and, when feasible, through the City's website, agenda page, or other public communication channels.

The City Clerk, board or commission secretary, or designated staff shall document the restoration efforts undertaken.

6. Reconvening the Open Session

6.1 Timing

The open session may be reconvened after at least one hour has elapsed from the time of disruption or as soon as remote access service is restored, whichever occurs earlier.

6.2 If Service Is Restored

If remote access service is restored before or at the time the meeting reconvenes, the meeting may continue in the ordinary course, subject to the Presiding Officer's direction and all applicable Brown Act requirements.

6.3 If Service Is Not Restored

If remote access service has not been restored after one hour, the legislative body may reconvene and either:

5. Adjourn the meeting; or
6. Continue the meeting in open session by adopting, by roll call vote, the following finding or a substantially similar finding:

7. Public Comment Considerations

When feasible, the Presiding Officer may provide a reasonable opportunity for public comments that were delayed or interrupted by the disruption, consistent with the agenda, the Brown Act, and the City's adopted meeting procedures.

If the meeting continues without restored remote access following the required finding, the legislative body should consider the nature of the remaining agenda items, the urgency of City business, the availability of in-person public comment, and whether continuing the meeting best serves the public interest.

8. Recordkeeping

The City Clerk, board or commission secretary, or designated staff shall enter a brief statement into the meeting minutes documenting the disruption and the City's response. The record should include, as applicable:

- The nature and approximate time of the disruption;
- The remote access service or platform affected;
- The restoration efforts undertaken;
- The time the meeting recessed and reconvened, if applicable;
- Whether remote access service was restored;
- Any finding adopted pursuant to Section 6.3; and
- Any other relevant direction provided by the Presiding Officer or legislative body.

9. Roles and Responsibilities

Role	Responsibility
Presiding Officer	Announces disruption, calls recess as needed, manages reconvening, and seeks any required finding by roll call vote.
City Clerk / Board or Commission Secretary	Tracks the disruption, coordinates with staff, documents restoration efforts, and records required information in the minutes.
Information Technology / Audiovisual Support	Diagnoses and supports restoration of remote access services, including platform, internet, telephone, audio, video, and equipment issues.
City Manager or Designee	Supports operational coordination and public communication when broader service impacts or urgent City business are involved.

10. Review and Updates

This policy may be reviewed periodically and amended by the City Council or applicable legislative body at a noticed public meeting in open session. Updates to this policy shall not be placed on the consent calendar when consideration is required by SB 707 or applicable Brown Act provisions.

11. Effective Date

This policy shall take effect upon adoption by the City Council or applicable legislative body and shall remain in effect unless amended or repealed.

Optional staff implementation note: Following adoption, staff should maintain a copy of this policy with meeting procedures, agenda production resources, and City Council meeting support materials so it can be accessed quickly during live meetings.



CITY OF SEASIDE STAFF REPORT

Item No.: 7.F.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Laura Calata, Administrative Analyst

DATE: June 18, 2026

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE COMMUNICATION SITE LEASE AGREEMENT WITH T-MOBILE WEST, LLC FOR EXISTING TELECOMMUNICATIONS FACILITIES ON CITY-OWNED PROPERTY LOCATED AT 1444 SKYVIEW DRIVE

RECOMMENDATION

Authorize the City Manager to execute the First Amendment to the Communication Site Lease Agreement with T-Mobile West LLC.

BACKGROUND

The City leases a portion of City-owned property at 1444 Skyview Drive to T-Mobile West LLC, successor-in-interest to Pacific Bell Mobile Services, for the operation of wireless telecommunications facilities. The original Communication Site Lease Agreement was executed in 1996 and provided for an initial five-year term with five additional five-year renewal terms. The current lease term expires on September 19, 2026.

T-Mobile has requested approval of a First Amendment to extend the lease and update certain business terms. The amendment would allow T-Mobile to continue operating its existing facilities at the site and would provide the City with increased lease revenue. The amendment does not approve a new tower or new wireless facility.

The proposed First Amendment extends the existing lease through five additional five-year renewal terms beginning September 20, 2026. The lease will automatically renew for each successive renewal term unless T-Mobile provides written notice of non-renewal at least 30 days before the expiration of the then-current term.

The amendment increases monthly rent from \$2,469.68 to \$2,750 beginning September 20, 2026. Rent will then increase by 5% annually beginning September 20, 2027, and on each anniversary thereafter. The amendment also updates certain administrative provisions, including the tenant notice address and related lease administration language. Except as specifically amended, the remaining terms of the original lease remain in full force and effect.

Proposed Transaction Terms

Current lease expiration: September 19, 2026
New renewal structure: Five additional five-year renewal terms
New monthly rent: \$2,750 beginning September 20, 2026
Current monthly rent: \$2,469.68
Monthly rent increase: \$280.32
Annual escalation: 5% beginning September 20, 2027
Use: Continued operation of existing telecommunications facilities
Other terms: Original lease terms remain in effect except as amended

FISCAL IMPACT

Beginning September 20, 2026, monthly rent will increase from \$2,469.68 to \$2,750, resulting in additional rent revenue of \$280.32 per month, or \$3,363.84 annually on a full-year basis. Rent will increase by 5% annually beginning September 20, 2027, and on each anniversary thereafter.

STRATEGIC PRIORITY

Not Applicable

ATTACHMENTS

1. Resolution
2. Original Tower Lease
3. First Amendment Tower Communications Lease

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 FIRST AMENDMENT TO THE COMMUNICATION SITE LEASE AGREEMENT WITH T-MOBILE WEST, LLC FOR EXISTING TELECOMMUNICATIONS FACILITIES ON CITY-OWNED PROPERTY LOCATED AT 1444 SKYVIEW DRIVE

WHEREAS, the City of Seaside ("City") and Pacific Bell Mobile Services entered into a Communication Site Lease Agreement dated September 19, 1996, for the use of City-owned property located at 1444 Skyview Drive, Seaside, California, for the operation of telecommunications equipment; and,

WHEREAS, T-Mobile West LLC is the successor-in-interest to the original lessee under the Communication Site Lease Agreement; and,

WHEREAS, the current lease term expires on September 19, 2026; and,

WHEREAS, the City and T-Mobile West LLC desire to enter into a First Amendment to the Communication Site Lease Agreement to extend the lease term and update certain business and administrative terms; and,

WHEREAS, the proposed First Amendment provides for five additional five-year renewal terms beginning September 20, 2026, subject to the renewal and non-renewal provisions set forth in the First Amendment; and,

WHEREAS, the proposed First Amendment increases monthly rent from \$2,469.68 to \$2,750 beginning September 20, 2026, with annual rent increases of five percent beginning September 20, 2027, and each anniversary thereafter; and,

WHEREAS, approval of the First Amendment will allow continued operation of existing telecommunications infrastructure while increasing lease revenue to the City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager, to execute the First Amendment to the Communication Site Lease Agreement with T-Mobile West, LLC, and any related documents necessary to implement the terms of the agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 18th day of June, 2026, by the following vote:

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

ABSTAIN: COUNCIL MEMBERS:

APPROVED:

ATTEST:

Ian Oglesby, Mayor

Dominique L. Davis, City Clerk

COMMUNICATION SITE LEASE AGREEMENT

PACIFIC BELL MOBILE SERVICES
CITY OF SEASIDE WATER TANKS
AT SKYVIEW DRIVE
(PBMS SITE SF-711-21)
SEASIDE, CA

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LEASE AGREEMENT

CITY OF SEASIDE AND PACIFIC BELL MOBILE SERVICES

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") is executed by and between the CITY OF SEASIDE, a municipal corporation, hereinafter called "City" and PACIFIC BELL MOBILE SERVICES, a California corporation, hereinafter called "Lessee" effective as of September 19, 1996.

I. DEMISED PREMISES. City hereby leases to Lessee and Lessee leases from City a portion of that certain real property situated in the CITY OF SEASIDE, STATE OF CALIFORNIA, forming a portion of the City's water tanks and a portion of the ground in proximity thereto on Skyview Drive (Assessor's Parcel Numbers 012-673-002 and 012-673-008). The legal description of the real property owned by City containing the real property leased to Lessee is specifically described on Exhibit "A" attached hereto (the "Property"). The portion of the Property leased to Lessee (collectively the "Premises"), consisting of that certain area on the sides of City's water tanks and consisting of approximately eighty (80) feet of ground in proximity thereto is delineated on Exhibit "B" attached hereto.

A. PERMITTED USE. The Premises may be used by Lessee for the provision of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications operating facilities. City agrees, at no expense to City, to cooperate with Lessee in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

The Premises will not be used for any activity or in any manner which would tend to lower the first-class character of the Premises, or in such a manner as to create any nuisance which disturbs, interferes with, or annoys any other neighboring person or entity.

B. CONSTRUCTED IMPROVEMENTS. Lessee may construct only Lessee's Facilities (as defined in Subparagraph 2 of Article IIC.). Any minor modifications of Lessee's Facilities shall be subject to the prior written consent of City, which consent shall not be unreasonably withheld. Before any work of construction, alteration, or repair is commenced on the Premises, Lessee shall comply with all of the following conditions and provisions unless City's written waiver is first obtained:

1. All new buildings or structures shall first comply with City's applicable development standards and review process,

including review and approval of required Conditional Use Permits by the Planning Commission and/or City Council as appropriate, and review and approval of new construction and signage by the appropriate governmental body.

2. Lessee shall notify City in writing of Lessee's intention to commence any work of improvements at least five (5) days prior to commencement of such work. The notice shall specify the approximate location and nature of the intended improvements. City shall have the right to post and maintain on the premises any notices of non-responsibility provided for under applicable law, and to inspect the premises in relation to compliance with this Lease, other permits or the construction at all reasonable times.

3. Lessee shall secure and deliver to City, care of the Department of Public Works, adequate evidence of compliance with all applicable building codes, ordinances, regulations, and requirements for all permits and approvals, including, but not restricted to grading permits, building permits, zoning and planning requirements, and approvals from various governmental agencies and bodies regulating water, sewer, and any other utility or improvement on the site.

4. Lessee shall require adequate bonds or other adequate security in customary and reasonable form and amounts, securing completion of any new structures to be constructed upon the site, and shall furnish City, care of the Department of Public Works, with copies of said payment and performance bonds prior to undertaking any such construction on the premises.

5. Once any approved work of improvement is begun, Lessee shall diligently prosecute completion of said work or construction. All work shall be performed in a good and workmanlike manner, and shall substantially comply with plans and specifications approved by City and as required by this Lease.

C. "AS IS" CONDITION. Other than as expressly set forth in this Lease, City makes no covenants or warranties respecting the condition of the Premises that might affect Lessee's ability to construct and/or operate Lessee's Facilities upon the Premises. Subject only to the express warranties set forth in this Lease, Lessee agrees to accept the Premises in "as is" condition.

D. RIGHT TO GRANT EASEMENTS. City grants to Lessee the right to grant public utilities, for the purpose of serving the Premises only, rights of way or easements on or over the Premises for conduits for telephone, electricity, water, sanitary sewers, and for other utilities and municipal or special district services as may be required, and in such location and sizes as the City may approve in its sole, reasonable discretion.

II. TERM OF AGREEMENT.

A. COMMENCEMENT AND TERMINATION. The term of this Lease shall be five (5) years ("Term") commencing with the issuance of a local building permit allowing Lessee to construct its mobile/wireless communications facilities on the Premises, or July 1, 1997, whichever is earlier (hereinafter referred to as "Commencement Date"). Lessee shall have the right to extend the Term of this Lease for five (5) additional terms (hereinafter referred to as "Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies City in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the first five year Term or any Renewal Term.

This Lease may be terminated without further liability upon thirty (30) days prior written notice as follows: (a) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (except for a default in the payment of Rent hereunder for which Lessee shall have only thirty (30) days to cure such default after receipt of written notice); (b) by Lessee for any reason or for no reason, provided Lessee delivers written notice of termination to City prior to the Commencement Date; (c) by Lessee if it does not obtain or maintain, licenses, permits or other approvals necessary to the construction or operation of Lessee's Facilities; or (d) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; or (e) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference. Except for a termination for environmental reasons resulting from the discovery of Hazardous Materials in or around the Premises after the Commencement Date, in the event Lessee elects to terminate the Lease in accordance with subparagraph II A(e), Lessee shall pay to City as a lease termination fee, a sum equal to four (4) months' rent.

B. SURRENDER OF PREMISES. Lessee shall remove all Lessee Facilities (including any foundations poured below ground) at its sole expense upon cancellation, expiration or early termination of the Term or Renewal Term. Lessee shall repair any damage to the Premises caused by such removal and shall return the Premises to the condition which existed on the Commencement Date, reasonable wear and tear and damages beyond the control and without the fault or neglect of Lessee excepted. All such fixtures and any equipment not removed, and after compliance with any statutory notices, if any, required to be delivered by City to Lessee, shall

conclusively be deemed to have been abandoned by Lessee and may be appropriated, sold, stored, destroyed, converted, or otherwise disposed of by City without further notice to Lessee or to any other person and without further obligation to account for them. Lessee will pay City for all expenses incurred in connection with City's disposition of such property, including without limitation the cost of repairing any damage to the Premises caused by removal of such property. Lessee's obligation to observe and perform the covenants of this paragraph shall survive the end of this Lease.

C. ACCESS TO IMPROVEMENTS.

1. Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (hereinafter singularly and collectively referred to as "Tests") to determine the suitability of the Premises for Lessee's Facilities (as defined herein) and for the purpose of preparing for the construction of Lessee's Facilities. During any Tests or pre-construction work, Lessee will have insurance as set forth in Section IV.B.4, Insurance. Lessee will notify City of any proposed Tests or pre-construction work and will coordinate the scheduling of same with City. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, the Lessee will notify the City and this Lease will terminate.

2. Lessee has the right to construct, maintain and operate on the Premises radio communications facilities, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennas and supporting structures and improvements substantially in accordance with the facilities attached hereto as Exhibit "C" (hereinafter referred to as "Lessee's Facilities"). In connection therewith, Lessee has the right to do all work reasonably necessary to prepare, add, maintain and alter the Premises for Lessee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Lessee acknowledges that the City may allow other communications facilities to be located adjacent to Lessee's Facilities subject to future express covenants that (i) all such operations shall be operated in compliance with all applicable laws, including without limitation all rules and regulations now and hereafter promulgated by the Federal Communications Commission or its successor agency, and (ii) such adjacent communications facilities shall not otherwise interfere with the use and operation of Lessee's Facilities, including without limitation, the interference of Lessee's radio transmission signals sent and received from the Premises. Lessee shall make reasonable efforts to operate its Facilities so as to permit adjacent Communications facilities; provided, however, that Lessee shall not be required to alter or

modify its Lessee's Facilities approved by City hereunder to accommodate future adjacent communications facilities. Lessee shall upon request of the City make reasonable efforts to confer with such prospective operators of communications facilities concerning facility design and installation of such future systems in an effort to avoid potential interference. Lessee shall place underground all utility connections on that portion of the Premises which is on the ground. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures. Lessee has the right to remove all of Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease.

3. City shall provide access to Lessee, Lessee's employees, agents, contractors and subcontractors to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. City represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, maintain, install and operate Lessee's Facilities on the Premises, Lessee's exercise of such rights shall not cause undue inconvenience to City.

4. City shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow access. City shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee or Lessee's agents or assigns. If Lessee or Lessee's agents or assigns cause any such damage, Lessee shall promptly repair same.

5. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to City's approval of the location, size and character, which approval shall not be unreasonably withheld, Lessee shall have the right to place utilities on (or to bring utilities across) the Property in order to service the Premises and Lessee's Facilities. Upon Lessee's request, City shall execute recordable easement(s) evidencing this right.

6. Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities.

III. RENT.

A. BASIC RENT.

1. Upon the Commencement Date, Lessee shall pay City, as rent, the sum of Six Hundred Dollars (\$600.00) per month (the "Rent"). If the Commencement Date is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease, or if this Lease is terminated before the expiration of any month which Rent should have been paid.

2. These amounts will be due and payable on or before the first day of each month during the term of this Lease. The Rent will be paid in advance to the City, c/o P.O. Box 810, Seaside, CA 93955, without prior demand and without any abatement, deduction, or setoff.

B. LATE PAYMENT CHARGE/PENALTY. The Rent shall be delinquent if not received by the close of the business day on the 10th of each calendar month. Such unpaid Rent shall be subject to a late payment charge or penalty equal to ten percent (10%) of such unpaid amounts. This late payment charge is intended to compensate City for its additional administrative costs resulting from the Lessee's failure, and has been agreed upon by City and Lessee, after negotiation, as a reasonable estimate of the additional administrative costs which will be incurred by City as a result of Lessee's failure; the actual cost in each estimate is extremely difficult, if not impossible, to determine. This late payment will constitute liquidated damages and a penalty, and will be paid to City together with such unpaid amounts. Acceptance of the payment of this late charge will not constitute a waiver by City of any default by Lessee under this Lease.

C. ADJUSTMENT OF RENT. The Rent in subparagraph A above will be adjusted according to this paragraph notwithstanding any provision in that subparagraph to the contrary:

1. Rent shall be increased on each anniversary of the Commencement Date by an amount equal to Five Percent (5%) of the Rent for the previous year.

IV. COVENANTS AND CONDITIONS.

A. CITY COVENANTS.

1. Quiet Possession. Lessee, paying the said Rent and performing the covenants and agreements herein, shall and may at all times during the Term and any Renewal Term peaceably and

quietly have, hold and enjoy the said Premises for the Term and any Renewal Term thereof.

2. Assignment and Subleasing Lessee will neither assign this Lease in whole or in part, nor sublease all or part of the Premises other than to an "affiliate" of Lessee without the prior written consent of City which consent shall not be unreasonably withheld. This section shall not be applicable to the rights of a mortgage holder or holder of other security interest created under terms of this Lease. An "affiliate" for the purposes of this subparagraph shall be deemed to mean any parent company, any subsidiary, and any successor-in-interest or other entity acquiring fifty-one percent (51%) or more of Lessee's stock or assets.

3. Right to Encumber. City does hereby consent and agree that Lessee may encumber this Lease, its leasehold estate and its improvements hereon by deed of trust, mortgage, chattel mortgage or other security type instrument to assure the payment of a promissory note or notes of the Lessee. City further agrees that in the event said deed of trust or mortgage or any other security instrument should at any time be in default and be foreclosed or transferred in lieu of foreclosure, the City will accept the mortgage or beneficiary thereof, if reputable, qualified and financially responsible, such as a State or Federal regulated financial institution, as its new tenant under this Lease with all the rights, privileges and duties granted and imposed in this Lease contract. In the event said mortgagee or beneficiary desires to assign or sublease this Lease to its nominee, if nominee is reputable, qualified and financially responsible in the opinion of the City, City hereby agrees that upon filing of an application for consent to such assignment or sublease as set forth in Paragraph 2 above, City will give its consent thereto. The right to encumber includes financing and refinancing, provided that the amount of the encumbrance does not exceed the fair market value of the assets encumbered. Lessee shall give City at least thirty (30) days notice of its intent to encumber stating the amount of encumbrance and the fair market value of the assets subject to be encumbered, and Lessee shall promptly deliver to City evidence of any mortgage, deed of trust, or other similar encumbrance upon the Premises.

4. Hazardous Waste Representation. City hereby warrants and represents to Lessee that it has no knowledge as of the effective date of this Lease of the presence in, under or near the Premises of hazardous wastes or substances, including, but not limited to: asbestos, PCBs, petroleum-based products, lead, cyanide, DDT, pesticides, acids, printing inks, ammonium compounds or underground storage tanks.

City further represents that to the best of its knowledge as of the effective date of this Lease, the Premises have not been used for the generation, storage, treatment or disposal of

hazardous materials, hazardous substances or hazardous wastes. In addition, City represents that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on or near the Premises as of the effective date of the Lease. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease.

City shall indemnify, defend, protect and hold Lessee harmless from and against any and Claims made against Lessee by third parties and arising as a result of any hazardous materials which exist in, upon or near the Premises, as of the Commencement Date and any hazardous materials which are present in, upon or near the Premises after said date which are the result of the activities of City, its agents or contractors. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

In the event of breach of any representation made in the first two paragraphs of this section, or in the event any hazardous materials are discovered after the Commencement Date of the Lease in, under or near the Premises, whose presence is not the result of the activities of Lessee, its agents or contractors, Lessee, as its sole and exclusive remedy, notwithstanding any other provision of this Lease or applicable law, shall have the right to terminate this Lease without further liability upon not less than 30 days prior written notice to City. Lessee covenants not to maintain any legal proceeding against the City for breach of the hazardous materials representations contained herein, nor to pursue any claim against the City for lost profits or consequential damages arising from any breach of such representation and warranty. Furthermore, nothing in this paragraph is intended to impose upon the City any greater affirmative obligation, if any, to remediate any hazardous materials in, under, or near the Premises than may currently exist under applicable law. Notwithstanding the foregoing, nothing herein shall preclude Lessee from maintaining any action for indemnification authorized by the preceding paragraph against the City for any third party Claim arising from or related to any such hazardous materials.

Lessee shall not bring any hazardous materials onto the Premises except for those contained in its back-up power batteries (lead-acid batteries) and common material used in telecommunications operations, e.g., cleaning solvents, Lessee will treat all hazardous materials brought onto the Premises by it in accordance with all Federal, State and Local laws and regulations.

B. LESSEE COVENANTS.

1. Compliance with Law. Lessee agrees, at its sole cost and expense, to comply with all the requirements now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities, pertaining to Lessee's use of the said Premises, or the operations conducted thereon, and to faithfully observe and secure compliance with Lessee's use of the Premises in accordance with all applicable county and municipal ordinances and state and federal statutes now in force or which may hereafter be in force.

2. Taxes. Lessee agrees to pay before delinquency all taxes, assessments, and fees assessed or levied upon Lessee or the Premises, whatsoever, including the land and any buildings, structures, machines, appliances or other property or improvements of any nature whatsoever, erected, installed or maintained by Lessee or by reason of the business or other activities of Lessee upon or in connection with the Premises. Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation, and that Lessee may be subject to further payment of property or possessory interest taxes levied on such interest. Lessee further agrees that all such tax payments shall not reduce any rent due to the City hereunder and that any such taxes shall be paid by the Lessee before becoming delinquent.

3. Indemnity.

a. Lessee shall indemnify, defend, and hold City, its employees, successors and assigns harmless from and against any and all loss, cost, claim, liability, action, damage, injury to or death of any person (including reasonable attorney's fees) (hereinafter referred to as "Claims") occurring on the Premises except for Claims arising out of (1) active negligence or willful misconduct of City, its agents or contractors, (2) violation of law by City, its agents or contractors, (3) breach of any duty or obligation by City under this Lease, or (4) any condition relating to the Premises which Lessee has no obligation to repair or maintain.

b. Lessee shall also indemnify and hold the City harmless from and against any Claim outside of the Premises, provided (i) such Claim is caused by any activity or exercise of any right by Lessee, its agents or contractors under the Lease; and provided further, (ii) that such Claim is not contained within any one or more of the indemnity exceptions for Claims set forth in subsections (1), (2), (3) or (4) in Paragraph 3(a) above, which exceptions are incorporated herein by reference.

c. City shall indemnify, defend, and hold Lessee, its employees, successors and assigns harmless from and against any and all loss, cost, claim, liability, action, damage, injury

to or death of any person (including reasonable attorney's fees) (hereinafter referred to as "Claims") occurring on the Premises, arising out of (a) active negligence or willful misconduct of City, its agents or contractors, (b) violation of law by City, its agents or contractors, (c) breach of any duty or obligation by City under this Lease, or (d) any condition relating to the Premises which the City is obligated by this Lease to repair or maintain.

d. The foregoing indemnity in a., b. and c. will survive the termination, cancellation or expiration of this Lease.

4. Insurance Coverage. During the entire term of this Lease, Lessee agrees to procure and maintain the following insurance with a carrier licensed to do business in California satisfactory to the City: (a) Commercial General Liability with Limits of \$5,000,000.00 per occurrence, (b) Automobile Liability with a combined single Limit of \$1,000,000.00 per accident, (c) Worker's Compensation as required by law, and (d) Employer's Liability with limits of \$1,000,000.00 per occurrence each and all with a carrier acceptable to City. Said insurance shall name City as an additional insured.

Each party to this Lease shall maintain standard form property insurance ("All Risk" coverage) equal to at least 90% of the replacement cost of property owned by it on the Premises.

5. Legal Proceedings. Lessee agrees that should it become necessary for City to commence legal proceedings to collect rent, recover possession, or enforce any other provision of this Lease, the prevailing party will be entitled to legal costs and expenses in connection therewith, including reasonable attorney's fees as determined by the court. The parties agree that the laws of the State of California shall be used in interpreting this lease agreement and will determine all rights and obligations hereunder, and it is agreed that this Lease is executed in Seaside, California.

6. Maintenance and Repairs. Lessee agrees to assume full responsibility for the operation, maintenance, and repairs of Lessee's Facilities upon said Premises and any damage to the Premises or the Property damaged by Lessee, its agents, or contractors, throughout the Term and any Renewal Term hereof without expense to the City unless otherwise specified herein, and to perform all repairs and replacements necessary to maintain and preserve said Lessee's Facilities upon said Premises in good order, in a decent, safe, healthy and sanitary condition, in a manner satisfactory to City in compliance with all applicable regulations and laws. Lessee agrees that City shall not be required to perform any maintenance, repairs, or services, or to assume any expense not specifically assumed herein, in connection with said Premises or Lessee's Facilities located thereupon. Upon expiration of this Lease, Lessee will surrender the Premises to

City in good order and condition comparable to the order and condition Lessee received the Premises as of the Commencement Date, reasonable wear and tear excepted.

7. Nondiscrimination. Lessee agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, or national origin in Lessee's use of the premises, including, but not limited to, the providing of goods, services, facilities, privileges, advantages and accommodations, and the obtaining and holding of employment.

8. Utility Costs. Lessee agrees to order, obtain and pay all utilities, including but not limited to water, gas, electricity, telephone, communications services, sanitary and drainage services, and service installation charges on any improvements made by Lessee on the Premises. Lessee shall also secure and utilize waste disposal services, if applicable, for the Premises in accordance with local and state ordinances and laws. City warrants that said utilities are available for Lessee's use adjacent to the site as of the Commencement Date. All utilities on the site shall be underground.

9. Waste, Damage or Destruction. Lessee agrees to give notice to City of any fire or other damage that may occur on the Premises within ten (10) days of such fire or damage. Lessee agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the Premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash and rubbish in a manner satisfactory to the City.

If the Premises are destroyed or damaged so as in Lessee's judgment, to hinder its effective use of the Premises, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying City no more than 30 days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease shall cease as of the date of the damage or destruction.

If the water tanks containing the Premises are so substantially damaged that in the judgment of the City, the water tanks must be demolished, the City may elect to terminate this Lease upon not less than 30 days prior written notice to Lessee of the intended date of demolition, or such shorter period of time as may be required in the event of a public emergency.

If the water tanks including portions thereof containing the Premises are so substantially damaged as to materially impair the City's use of the water tanks, Lessee shall be afforded the right (but not the obligation) to repair the Premises to a condition suitable for the operation of Lessee's use and operation hereunder provided that the City does not intend to demolish the water tanks

completely or undertake substantial alteration and repair to them. In the event the City undertakes substantial alteration and repair the City shall first use best efforts to accommodate Lessee's use and operation of Lessee's Facilities in an undamaged location on the water tanks if the Premises cannot be repaired or rebuilt in a commercially reasonable time.

During any period of damage or destruction to the Premises or other substantial damage to the water tanks which interferes with the use and operation of the Lessee's Facilities hereunder, Lessee shall have the right to bring onto the City's Property at Lessee's expense in a location reasonably approved by the City a portable generator and temporary communications facilities to provide for continuous service for Lessee's customers during such period. Notwithstanding the foregoing, neither the placement nor the use of such equipment shall interfere with the operations of the water tanks or if the City has undertaken substantial alterations or repairs, then with such repair or reconstruction.

10. Relocation. Subject to the other provisions of this Lease, in the event City desires to redevelop, modify, remodel or in any way alter its property and any improvements thereon ("Redevelopment"), City shall in good faith use its best effort to fully accommodate Lessee's continuing use of the Premises. Should any proposed Redevelopment necessitate the relocation of the Premises or Lessee's Facilities, and/or any alterations to Lessee's Facilities, subject to Lessee's prior written consent, which consent may not be unreasonably withheld, Lessee shall relocate or make the necessary alterations, at Lessee's sole cost, expense and risk; provided however, that City has provided Lessee with no less than one year prior written notice of City's proposed Redevelopment. City shall only be entitled to relocate Lessee's Facilities as set forth above following the expiration of the first (1st) renewal term. City shall not be entitled to relocate Lessee more than one (1) time during any 10 year period during the term of this Lease.

11. Contingency. It is understood by Lessee and City that this Lease is fully contingent upon Lessee obtaining final development approvals for construction of improvements on the leased land from the City. In the event that such governmental approvals are not obtained on or before July 1, 1997, Lessee shall have a unilateral right to terminate this agreement. If terminated, Lessee shall have no further obligation to pay rent or comply with any other provision of this Lease.

12. Interference with Communications. Lessee's Facilities shall not disturb the communications configurations, equipment and frequency which exist on City's Property on the Commencement Date (hereinafter referred to as "Pre-existing Communications"), and Lessee's Facilities shall comply with all non-interference rules of the Federal Communications Commission (FCC). City shall not permit the use of any portion of City's

Property in a way which interferes with Lessee's Facilities described in Exhibit "C", including without limitation, Lessee's radio signal transmitted and received to and from the Premises. Such interference with communications operations shall be deemed a material breach, and the breaching party shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly within three (3) business days following receipt of written notice, the parties acknowledge that continuing interference will cause irreparable injury, and therefore, the non-breaching party shall have the right in addition to any other remedy at law or in equity, to terminate the Lease immediately upon notice to the other. Notwithstanding the foregoing, Pre-existing Communications operating in the same manner on the Commencement Date shall not be deemed interference.

Lessee shall comply with all present and future laws, orders and regulations relating to Electromagnetic Fields (EMFs), and the American National Standards Institute (ANSI) standards. Without limiting the provision of Lessee's indemnity contained herein, Lessee, on behalf of itself and its successors and assigns, shall indemnify the City from and against all claims of personal injuries due to EMFs to the extent such personal injuries are caused or alleged to be caused by Lessee's Facilities on the Premises.

C. RESTRICTIVE CONDITIONS.

1. Administration and Notices. City's agent for control and administration of this Lease shall be the City Manager of the City of Seaside, and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Lease or by law to be given or served upon City may be given or served by registered letter deposited in the United States mails, postage prepaid, and addressed as indicated below. Any notice or notices provided for by this Lease or by law to be given or served upon Lessee, mortgagee, trustee or beneficiary may be given or served by depositing in the United States mails, postage prepaid, a letter addressed to said Lessee at the leased premises or at such other address designated in writing by Lessee, mortgagee, trustee or beneficiary, or may be personally served upon them or any person hereafter authorized by them to receive such notice. Any notice or notices given or served as provided herein shall be effectual and building for all purposes upon the principles of the parties so served upon personal service or forty-eight (48) hours after mailing in the manner required herein.

City: City Manager
City of Seaside
P.O. Box 810
Seaside, California 93955

Lessee: Property Manager
Pacific Bell Mobile Services
4420 Rosewood Drive, Building 2, 4th Floor
Pleasanton, California 94588

City or Lessee may, from time to time, designate any other address for this purpose by written notice to the other party.

2. City Approval and Consent. The approval or consent of the City, wherever required in this agreement, shall mean the approval of the City Manager or City Council of the City of Seaside.

3. Eminent Domain. In the event the Premises or any part thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, then the interests of City and Lessee, or beneficiary or mortgagee, if there is a Trust Deed or Mortgage then in effect, in the award and the effect of taking upon this lease agreement shall be as follows:

a. In the event of such taking of only a part of the Premises, leaving the remainder of said Premises in such location and in such form, shape and size as to be effectively and practicably usable in the reasonable opinion of City for the conduct thereon of the operations permitted hereunder, this Lease shall terminate and end as to the portion of the Premises taken only as the date title to such portions vest in the condemning authority, but shall continue in full force and effect as to the remaining portion of the Premises not taken. From and after such date, the rent required by this Lease to be paid by Lessee to City shall be reduced in the proportion to which the value of the Premises so taken bears to the total value of the demised Premises; provided, however, City shall have the right, with the consent of the Lessee, which shall not be unreasonably withheld, to substitute like adjacent property and maintain the rent schedule without diminution.

b. In the event of the taking of only part of the Premises, leaving the remainder of said Premises in such location, or in such form, shape or reduced size as to render the same not effectively and practicably usable in the reasonable opinion of City for the conduct thereon of the operations permitted hereunder, this Lease and all right, title and interest thereunder shall cease on the date title to said Premises or the portion thereof so taken vests in the condemning authority.

c. In the event the entire Premises are so taken, this Lease and all the right, title and interest thereunder shall cease on the date title to said Premises so taken vests in the condemning authority.

d. In the event of a taking under subparagraphs a, b, or c, the City shall first receive the fair market value of the land as determined in the eminent domain proceeding as of the effective date of the taking and the Lessee shall receive the remainder.

e. Notwithstanding the foregoing provisions of this section, City may, in its discretion and without affecting the validity and existence of this Lease, transfer the City's interests in said Premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. In the event of such transfer by City, Lessee shall retain whatever rights it may have to recover from the said authority the fair market value of Lessee's interest in the improvements taken by the authority and which Lessee has placed upon the leased premises in accordance with the provisions of this Lease.

4. Entry and Inspection. City reserves and shall always have the right to enter said Premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the Premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by City discloses that said Premises are not in a decent, safe, healthy and sanitary condition as a result of Lessee's use or operation of the said Premises, City shall have the right, after thirty (30) days written notice to Lessee, to have any necessary maintenance work done for and at the expense of Lessee (to the extent Lessee is obligated to repair and maintain the Premises in accordance with Article 4B.6 of the Lease), and Lessee hereby agrees to pay promptly any and all costs incurred by City in having such necessary maintenance work done in order to keep said Premises in a decent, safe, healthy and sanitary condition. Failure to reimburse City for the costs incurred by City within thirty (30) days of completion of said maintenance work shall constitute a default of this Lease.

5. Holding Over. This Lease shall terminate without further notice at expiration of the term. Any holding over by Lessee after expiration shall be under the same terms of this Lease, as may be amended, and shall not constitute a renewal or extension or give Lessee any rights in or to the Premises except as otherwise expressly provided in this Lease.

6. Merger. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall, at the option of City, terminate all or any existing subleases or subtenancies or may, at the option of City, operate as an assignment to it of any or all such subleases or subtenancies.

7. Default by Lessee. Each of the following events shall be a default by Lessee and a breach of this Lease:

a. Abandonment or surrender of the Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Lessee, or to perform as required or conditioned by any other covenant or condition of this Lease.

b. The appointment of a receiver to take possession of the Premises or improvements or of Lessee's interest in the leasehold estate or of Lessee's operations on the Premises for any reason except receivership (i) pursuant to any mortgage permitted by provisions of this Lease relating to purchase or construction of improvements, or (ii) instituted by City, in which case, the event of default, shall not be the appointment of a receiver at City's instance, but the event justifying the receivership, if any.

c. An assignment by Lessee for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment, or satisfaction of Lessee's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding is involuntary, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated, or otherwise permanently stayed or terminated within ninety (90) days after the assignment, filing, or other initial event.

d. Default or delinquency in the payment of any loan secured by a mortgage or deed of trust or other security instrument against the leasehold.

8. Right to Cure. Notwithstanding any contrary provision in this Lease, as a precondition to pursuing any remedy for an alleged default by Lessee, City shall first given notice of default to Lessee and to all qualifying subtenants and mortgagees whose names and addresses were previously given in writing to City by Lessee. Each notice of default shall specify in detail the alleged event of default and the necessary remedy. Rights to cure any default shall be as follows:

a. Each mortgagee shall have forty-five (45) days after service of a notice of default within which to cure the default if it can be cured by the payment or expenditure of money, or to pursue valid assignment of leasehold interests as set forth in this Lease.

b. If the alleged default is nonpayment of rent, taxes, or other sums to be paid by Lessee as provided in this Lease, Lessee shall have thirty (30) days after notice is given to cure the default. For the cure of any other default, Lessee shall promptly and diligently after the notice commence curing the

default and shall have sixty (60) days after notice is given to complete the cure.

c. Any approved subtenant shall have the right, at its election, to cure a curable default under this Lease, or under any mortgage then existing under provisions of this Lease relating to purchase or construction of improvements, or both. Any subtenant who cures all defaults that are then curable shall not be disturbed by City or any mortgagee as long as the subtenant continues to perform the sublease provisions and subsequent defaults are cured as in this provision. Subtenants shall have the same periods of time to cure defaults as does Lessee as set forth in subparagraph b. above.

9. City Rights if Default. If any default by Lessee shall continue uncured following notice of default as set forth above and after expiration of the time allowed to cure defaults as established by this Lease, City has the right to elect to terminate the Lease by giving Lessee notice of termination. On the giving of the notice, all Lessee's rights in the premises and in all improvements thereon shall terminate. Promptly after notice of termination, Lessee shall surrender and vacate the Premises in accordance with the provisions of this Lease. Termination under this paragraph shall not relieve Lessee from the payment of any sum then due to City or from any claim for damages previously accrued or then accruing against Lessee or from the obligation to remove any and all improvements on and all encumbrances against the Property as a result of exercising of rights under this Lease, or from any outstanding obligation under the Lease. City shall also be entitled to any and all other legal remedies available as against defaulting Lessee, including damages, in accordance with the laws of this state.

10. Reservation of City Rights. City hereby reserves all rights, title and interest of any and all gas, oil, minerals and water beneath said Premises. City shall have the reasonable right to enter said Premises for the purpose of making repairs to or developing municipal services. City hereby reserves the right to grant and use such easements or establish and use such rights-of-way over, under, along and across said leased premises for utilities, thoroughfares, or access as it may deem advisable for the public good; provided, however, City shall not unreasonably interfere with Lessee's use of the Premises and will reimburse Lessee for physical damages, if any, to the permanent improvements of Lessee located on the leased Premises resulting from City's exercising the rights retained in this paragraph. Such reimbursement may include a reduction in the annual rent proportionate to the amount of any physical damage as determined by City. City shall pay the costs of maintenance and repair of all City installations made pursuant to the rights reserved herein.

11. Time is of the Essence. Time is of the essence of each and all of the terms and provisions of this Lease and this Lease shall inure to the benefit of and be binding upon the parties hereto and any successor of Lessee as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations and agreements in this Lease shall extend to and bind any assigns or sublessees of Lessee.

12. Waiver. The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent. Failure on the part of the City to require or exact full and complete compliance with any of the covenants, conditions or agreements of this Lease shall not be construed as in any manner changing the terms hereof and shall not prevent City from enforcing any provision hereof.

13. Recordation. Lessee may, at its cost, record this Lease or a memorandum of this Lease.

14. Rights of Mortgage Lender. Any person having a first mortgage, deed of trust or other first lien on the Lease for security purposes which is permitted under this Lease, shall have the right to reasonably approve any proposed modification to this Lease provided (i) such lender has provided the City written notice of its desire to be notified of such proposed modification and furnished the City with its current address; and provided further (ii) such lender does not unreasonably withhold or delay its approval.

15. Title.

a. City warrants that it has full right, power, and authority to execute this Lease; City further warrants that Lessee shall have quiet enjoyment of the Premises during the Term of this Lease or any Renewal Term.

b. Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right prior to the Commencement Date, to terminate this Lease immediately upon written notice to City.

16. Estoppel Certificates. At any time and from time to time within fourteen (14) days after notice of request by either party, the other party shall execute, acknowledge, and

deliver to the requesting party, or to such other recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent and any other charges have been paid in advance.

17. Captions. The captions of the various articles and paragraphs of this Lease are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Lease or of any part of this Lease.

18. Entire Agreement. This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on its own examination of this Lease, the counsel of its own advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the premises, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

19. Severability. The invalidity or illegality of any provision of this Lease shall not affect the remainder of the Lease.

20. Successors. Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, sublessees, tenants, subtenants, and personal representatives of the respective parties.

IN WITNESS WHEREOF, this lease agreement is executed by City, acting by and through the Mayor, and by Lessee, acting by and through its lawfully authorized officers.

APPROVED AS TO FORM:

COUNSEL FOR THE CITY OF SEASIDE

GOLDFARB & LIPMAN

By: RM RM
RICHARD JUDD, ESQ.

ATTEST: [Signature]
City Clerk, City of Seaside

THE CITY OF SEASIDE

By: [Signature]
MAYOR
Tax ID# 94-6022439
Date: September 19, 1996

PACIFIC BELL MOBILE SERVICES,
a California Corporation

By: [Signature]
F. Kevin Flaherty
Print Name
Network Deployment Manager
Title

Tax ID# 94-3201-594
Date: 10/23/96, 1996

EXHIBIT "A"

LEGAL DESCRIPTION OF CITY'S PROPERTY

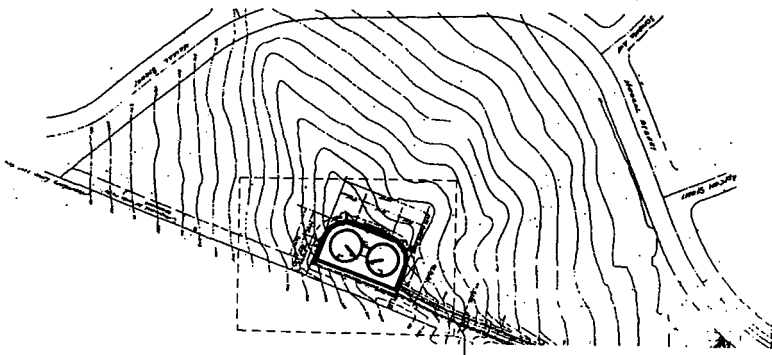
All of that certain land situated in the State of California, County of Monterey, City of Seaside and described as follows:

Parcel B, containing 0.237 acres as shown in Tract Number 540 Map of Del Monte Heights "Unit F" filed for record April 19, 1967, in the Office of the County Recorder of the County of Monterey, State of California, in Volume 9 of Maps, "Cities and Towns", at page 13; and

Parcel B, together with any improvements lying therein, as said parcel is shown and designated on that certain map entitled "Tract Number 724, Mescal Heights Subdivision" being Parcel A, Unit F, Del Monte Heights filed for record December 20, 1973, in the Office of the County Recorder of the County of Monterey, State of California, in Volume 12 of Maps, "Cities and Towns", at page 42.

Assessor's Parcel Numbers: 012-673-008, 012-673-002

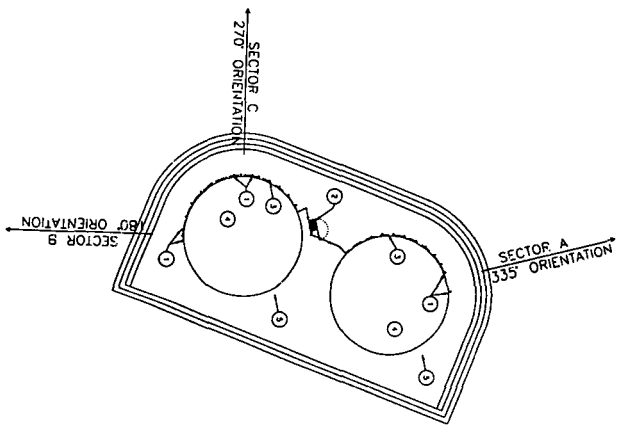
EXHIBIT "B" ONE OF TWO



SEE-ENLARGED PLANS

SITE PLAN
Scale 1/8" = 1'-0"

ITEMS 1, 2 AND 3 IDENTIFIED HEREON
CONSTITUTE THE "PREMISES" LEASED
TO LESSEE



- KEY NOTES:**
- (1) (see note)
 - (2) (see note)
 - (3) (see note)
 - (4) (see note)
 - (5) (see note)
 - (6) (see note)
 - (7) (see note)
 - (8) (see note)
 - (9) (see note)
 - (10) (see note)

ENLARGED PLAN
Scale 1/4" = 1'-0"

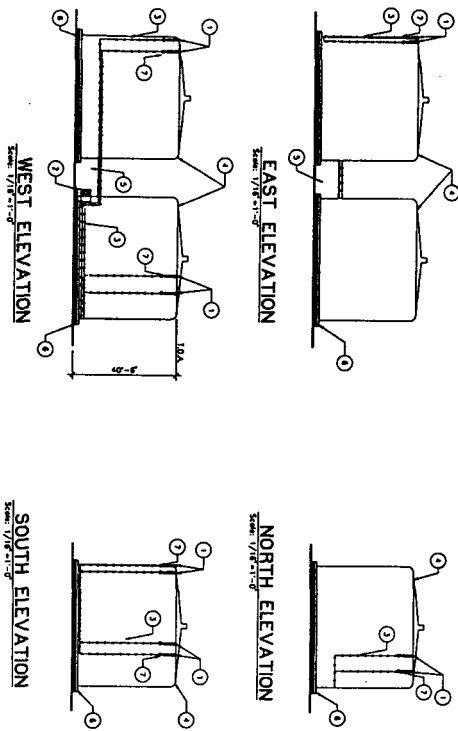
	DATE 08/19/96 ENGINEER & ARCHITECT DRAWN BY: BUI REVISIONS	PACIFIC * BELL. Mobile Services 4420 ROSEWOOD DR. BLDG. 2, 4TH FLOOR PLEASANTON, CALIFORNIA 94586	CITY WATER TANKS 3500 W. DRIVE SEASIDE, CA 95555 5711-21 PLANS A-11
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EXHIBIT "B" TWO OF TWO

ITEMS 1, 2, 3 AND 7 IDENTIFIED HEREON CONSTITUTE THE
"PREMISES" LEASED TO LESSEE

KEY NOTES:

- ① APPROVED AIRWAYS
- ② APPROVED RIS (1' DIA)
- ③ AIRFLOW COOL CABLES
- ④ WATER TANKS
- ⑤ WALK-WALK
- ⑥ CONCRETE PAV.
- ⑦ PAVED/OLD LANE



DATE: 08/19/96

ENGINEER: R. KELLER

DRAWN BY: AD

REVISIONS: 08

DATE: 08/19/96

BY: R. KELLER

SCALE: 1/8\"/>

PACIFIC * BELL
Mobile Services
4420 ROSEWOOD DR. BLDG. 2, 4TH FLOOR
PLEASANTON, CALIFORNIA 94588

Packet Page 8

CITY WATER TANKS

SKYVIEW DRIVE

SEASIDE, CA

93955

SF 711-21

ELEVATIONS

A-2.1

EXHIBIT "C"

LESSEE'S FACILITIES

1. Ground space consisting of Eighty (80) square feet for placement of one (1) Base Transceiver Station (BTS) cabinet and supporting facilities.
2. Six (6) panel antennas, measuring 72.4" tall x 8.7" wide x 2.7" deep, to be side mounted on the existing water tanks together with six (6) Low Noise Amplifiers (LNAs), measuring 12.5" x 12.5" x 4.75" which will be mounted within 10 feet of the antennas, and supporting coaxial cables which will measure from 7/8" to 1 5/8" in diameter.
3. Electrical service to be provided from a new main meter and service box to be installed adjacent to the existing meter, the dimensions being 18" x 24" x 4 5/8". Service from said service box to be routed under-ground to a sub-panel situated at the BTS location, the dimensions of said sub-panel being 18" x 24" x 4 5/8".
4. Telephone service to be provided by under-ground routing to a panel at the BTS unit, the dimensions of said panel being 24" x 26" x 26". Said routing to be trenched and patched to match the existing condition of the Premises. Telephone conduits to be installed per Phone Company specifications.
5. One (1) BTS cabinet, the dimensions being 52" wide x 63" tall x 29" deep, placed on a concrete slab 10' wide x 12' long x 6" thick.

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

Pacific Bell Mobile Services
4420 Rosewood Dr., Bldg. 2, 2nd Floor
Pleasanton, California 94588

Attention: Barbara Hendricks, Property Manager

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of September 19, 1996, is between the CITY OF SEASIDE, a municipal corporation ("Lessor"), and PACIFIC BELL MOBILE SERVICES, a California corporation ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee have executed that certain Communications Site Lease Agreement ("Lease") dated as of September 19, 1996, covering certain premises ("Premises") situated on certain real property located in the City of Seaside, County of Monterey, State of California, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor and Lessee desire to record notice of the Lease in the Official Records of Monterey County, California;

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby declare as follows:

1. **Demise** Lessor has leased the Premises to Lessee (together with access rights), and Lessee has hired the Premises from Lessor, subject to the terms, covenants and conditions contained in the Lease.
2. **Expiration Date** The term of the Lease ("Term") is scheduled to commence on or before 9/19/96 and shall expire five (5) years thereafter, subject to Lessee's option to extend the Term pursuant to Section II. A. of the Lease for five (5) additional terms of five (5) years each.
3. **Lease Controlling** This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

(Signature Page Follows)

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease as of the date and year first written above.

ATTEST WITNESS

LESSOR

CITY OF SEASIDE,
a municipal corporation

By: [Signature]

Title: Mayor

Date: Oct 3, 1996

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

ATTEST WITNESS

LESSEE

PACIFIC BELL MOBILE SERVICES,
a California corporation

By: _____

Name: F. Kevin Flaherty

Title: Network Deployment Manager

Date: _____

Date: _____

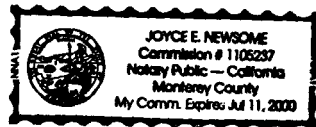
STATE OF CALIFORNIA)
COUNTY OF Monterey)

On 10/3/96 before me, Joyce E. Newsome, personally appeared Don R. Jordan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Joyce E. Newsome

(Seal)



STATE OF CALIFORNIA)
COUNTY OF _____)

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

WITNESS my hand and official seal.

Signature: _____

(Seal)

STATE OF CALIFORNIA)
COUNTY OF _____)

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

SUBSCRIBING-WITNESS ACKNOWLEDGMENT (WITNESS JURAT)

STATE OF CALIFORNIA
SS.
COUNTY OF _____

On _____ before me, _____, the undersigned Notary, personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposes and says that he (she) was present and saw _____, the same person described in and whose name is subscribed to the within and annexed instrument as a party thereto, execute the same, and that said affiant subscribed his (her) name to the within instrument as a witness at the request of _____.

SUBSCRIBING-WITNESS ACKNOWLEDGMENT (WITNESS JURAT)

STATE OF CALIFORNIA
SS.
COUNTY OF _____

On _____ before me, _____, the undersigned Notary, personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposes and says that he (she) was present and saw _____, the same person described in and whose name is subscribed to the within and annexed instrument as a party thereto, execute the same, and that said affiant subscribed his (her) name to the within instrument as a witness at the request of _____.

SUBSCRIBING-WITNESS ACKNOWLEDGMENT (WITNESS JURAT)

STATE OF CALIFORNIA
SS.
COUNTY OF _____

On _____ before me, _____, the undersigned Notary, personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposes and says that he (she) was present and saw _____, the same person described in and whose name is subscribed to the within and annexed instrument as a party thereto, execute the same, and that said affiant subscribed his (her) name to the within instrument as a witness at the request of _____.

EXHIBIT A

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's property of which Premises are a part is legally described as follows:

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

Parcel B, containing 0.237 acres as shown in Tract Number 540 Map of Del Monte Heights "Unit F", filed for record April 19, 1967, in the office of the County Recorder of the County of Monterey, State of California, in Volume 9 of Maps, "Cities and Towns", at page 13.

Parcel B, together with any improvements lying therein, as said parcel is shown and designated on that certain map entitled "Tract No. 724, Mescal Heights Subdivision", being Parcel A, Unit F, Del Monte Heights, filed for record December 20, 1973, in the Office of the County Recorder of Monterey, State of California, in Volume 12 of Maps, "Cities and Towns", at page 42.

Assessor's Parcel Number: 012-673-008, 012-673-002

FIRST AMENDMENT TO COMMUNICATION SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATION SITE LEASE AGREEMENT

(“**Amendment**”) is made and entered into as of the date of execution by the last party to sign (the “**Effective Date**”), by and between **City of Seaside**, a California municipal corporation (“**City**”), and **T-Mobile West LLC**, a Delaware limited liability company, formerly known as T-Mobile West Corporation, successor-in-interest to TMO CA/ NV LLC, formerly known as Pacific Bell Wireless, LLC, successor-in-interest to Pacific Bell Mobile Services, a California corporation (“**Lessee**”) (Collectively the “**Parties**”). The Parties hereto recite, declare, and agree as follows:

Recitals

A. City and Lessee entered a COMMUNICATION SITE LEASE AGREEMENT dated September 19, 1996 (the “**Lease**”) for the leased premises (as more fully described in the Lease, the “**Premises**”) located at Skyview Drive, 1444 Skyview Drive, Seaside, CA 93955 (the “**Property**”).

B. Parties desire to enter this Amendment to modify and amend certain provisions of the Lease.

THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties agree as follows:

1. Renewal Term: Current Term expires at midnight on September 19, 2026. On September 20, 2026, Lessee shall have the right to extend this Lease for additional five (5) successive five (5) year terms, each included as **Renewal Term** on the same terms and conditions as set forth in the Lease, except as amended. The Lease shall automatically renew for each successive Renewal Term unless Lessee notifies City, in writing, of Lessee’s intention not to renew the Lease at least thirty (30) days prior to the expiration of the immediately preceding current Term or Renewal Term. If Lessee remain in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Lease, as amended.

2. Rent and Escalation. The Parties hereby acknowledge and agree that the Rent payable from Lessee to City under the Lease is currently Two Thousand Four Hundred Sixty-Nine Dollars and sixty-eight cents (\$2,469.68) per month (the “**Rent**”). Commencing on September 20, 2026 (09/20/2026), the Rent shall hereby increase to Two Thousand Seven Hundred Fifty Dollars (\$2,750.00) per month. As of the Effective Date, the Rent increase set forth in Section C(1) of the Lease shall terminate and the Rent will increase by 5% of the Rent in effect for the previous year on September 20, 2027 and on every anniversary thereafter.

3. Payment Due. The Parties hereby agree that, as of the Effective Date, there are no payment obligations of Lessee under the Lease, including but not limited to the payment of Rent, or other costs or fees, that are overdue; and that any future charges payable under the Lease by Lessee shall be billed by City to Lessee within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred, waived and released by City. Additionally, if it is determined by Lessee that Lessee overpaid City for any charges due under the Lease, Lessee is permitted, upon written notice to City, to deduct any such overpayment from Rent amounts due under this Lease.

4. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meaning as such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter, or amend the remaining terms of the Lease, all of which are ratified by the Parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

5. Approvals. City represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, City has obtained all such consents or approvals.

6. Authorization. The people who have executed this Amendment represent and warrant that they are duly authorized to execute this Amendment in their individual or representative capacity as indicated.

7. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

8. This Amendment will be binding on and inure to the benefit of the Parties, their heirs, executors, administrators, successors-in-interest, and assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the Effective Date.

City:
The City of Seaside,
a California municipal corporation

Lessee:
T-Mobile West LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



CITY OF SEASIDE STAFF REPORT

Item No.: 8.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Andrew Myrick, Housing & Planning Manager

DATE: June 18, 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 (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION

Conduct second reading, open public hearing and adopt the ordinance.

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 18th day of June 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 Article 3 of Chapter 13 of Division 1 of Title 7 of the 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~~is 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.** ~~Q~~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 converted attached 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 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.: 8.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Andrew Myrick, Housing & Planning Manager

DATE: June 18, 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 (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION

Conduct second reading, open public hearing and adopt the ordinance.

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 2026-06-18

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

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 18th day of June 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.: 8.C.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Samantha Sakhrani, Human Resources Director/Risk Manager

DATE: June 18, 2026

**SUBJECT: PUBLIC HEARING TO RECEIVE THE ANNUAL AB 2561 REPORT
ON CURRENT JOB VACANCIES, RECRUITMENT, AND
RETENTION EFFORTS**

RECOMMENDATION

Hold a public hearing, receive the annual report on the status of job vacancies, recruitment, and retention efforts pursuant to Government Code Section 3502.3, and accept and file the report.

BACKGROUND

In accordance with the recently enacted AB 2561, which amended Government Code Section 3502.3 and became effective January 1, 2025, the City of Seaside is required to assess, track, and report on job vacancies annually. The new legislation aims to address the operational and service delivery challenges posed by job vacancies by mandating that public agencies regularly evaluate and respond to their staffing needs. In compliance with Government Code Section 3502.3 and as part of the City's ongoing commitment to effective workforce planning and service delivery, staff has prepared an analysis of allocated positions and current vacancies across all City departments for Fiscal Year 2025-2026. This report provides an overview of staffing levels, highlights departments with higher vacancy rates, and identifies potential areas for targeted recruitment and retention efforts.

DISCUSSION

The table below summarizes the number of allocated positions, current vacancies, and the percentage of vacancies relative to allocated positions for each City department:

Department	FY 25/26 Allocated Positions	Vacancies As of June 10, 2026	Vacancy Rate by Department
Building Department	6	1	17%
City Manager & City Attorney	9	0	0%
Community/Econ Dev	8	0	0%
Engineering	9	0	0%
Finance	6	0	0%
Fire	28	0	0%
Human Resources	3	0	0%
IT	3	0	0%
Maintenance & Utilities	29	0	0%
Police	48	5	10%
Recreation	12	1	8%
Total	161	7	4%

Additionally, staff reviewed vacancy levels for each bargaining unit (Seaside City Employees/LIUNA, Seaside Firefighters Association, Seaside Management Employees' Association, Seaside Police Officers' Association, and Seaside Public Safety Management Association). No bargaining unit currently meets or exceeds the 20% vacancy threshold that would trigger additional reporting requirements under Government Code Section 3502.3.

KEY OBSERVATIONS

The overall vacancy rate across all departments is 4% (7 out of 161 positions).

Although the Building Department has the highest vacancy rate at 17% (1 out of 6 positions), that vacancy rate reflects the department's small workforce of 6 allocated positions, rather than a substantial staffing shortage within the department.

Other departments with notable vacancy rates include the Police Department (10%) and the Recreation Department (8%).

Several departments, including City Manager & City Attorney, Engineering, Finance, Human Resources, IT, Fire, Community/Economic Development, and Maintenance & Utilities currently have no vacancies.

Consistent with Government Code Section 3502.3, staff will continue to evaluate whether any policies, procedures, or recruitment activities may create obstacles in the hiring process and will identify potential changes as appropriate.

NEXT STEPS

Staff will continue to monitor vacancy trends and coordinate with department heads to address recruitment and retention challenges, particularly in departments with higher vacancy rates. Additional strategies may include targeted outreach, review of compensation packages, and process improvements in hiring.

CONCLUSION

City staff remains committed to maintaining appropriate staffing levels to ensure the effective delivery of services to the community. Staff will provide regular updates to the City Council regarding staffing trends and recruitment efforts as needed and in accordance with applicable law.

FISCAL IMPACT

There is no direct fiscal impact associated with receiving this report. However, ongoing vacancies may impact service delivery and could result in salary savings or increased overtime costs.

STRATEGIC PRIORITY

Diverse and Inclusive Community, Effective Accessible Governance

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: June 18, 2026

**SUBJECT: APPROVE THE SEASIDE STARS AD-HOC COMMITTEE
RECOMMENDATIONS FOR FOUR RECIPIENTS AND, AUTHORIZE
THE CITY MANAGER TO EXECUTE ASSOCIATED CONTRACTS
WITH FMG CUSTOM CONCRETE**

RECOMMENDATION

Review and approve the Seaside Stars Ad-Hoc Committee recommendations for the 2026 recipients of the stars, and staff recommendations for installation, and authorize the City Manager to execute the contracts with FMG Custom Concrete.

BACKGROUND

The Seaside Stars policy was approved by the City Council on February 3, 2022. The "Seaside Stars" provides a unique attraction that enhances and encourages a walkable downtown. Each star (aka plaque) will honor local Seaside residents and serve as a living historical record of our achievements as a community. The ultimate goal is to honor those individuals who have made a significant and lasting contribution to the quality of life, and who have, indeed, cast a long shadow on Seaside's history.

The primary purpose of the ad hoc committee is to review and score the nominee applications and make recommendations to the City Council on which nominee should receive a star each year. The committee also reviews the Seaside Stars Policy, location map for new stars, and recommends changes as necessary.

Timeline of Committee Work:

May 13, 2026: Held introductory meeting for the fifth cycle and received a report detailing the number of nominees and reviewed if any of the current committee

members had any conflicts of interest with the current nominees. The committee was given the application packets to review and score.

June 3rd, 2026: The committee received the scores for the ranked applications and had a discussion and received a report on the final ranking of all the nominations and approved the top 4 candidates listed to be forwarded to the Council for approval. In addition, they reviewed and approved the locations for the 5th cycle.

5th class honorees

For the fifth class of honorees, there were seventeen applications submitted, and the Ad-Hoc Committee has elected to recommend four stars for Council consideration. Those recommendations are:

Mayor Beauford T. Anderson
Councilmen Thomas M. Mancini
Regina Mason
Catherine Crockett

Plans for phase five Unveiling:

Staff is proposing a block party with a Seaside Stars induction ceremony with an invitation to the community to mingle and walk to see our newly installed Seaside Stars. The date of the event is to be determined as it will depend on the ability of the contractor to obtain all the supplies needed for the installation. The estimated timeline is six to eight weeks from the time the order is made with the elements for each star. The anticipated date for the installation is Saturday, October 10, 2026. This is also dependent on the weather.

Installation

FMG Custom Concrete, who has created and installed all of the stars in the program, and has submitted an estimate for phase five.

The Adhoc Committee and staff are requesting the following recommendations from the council for approval:

4 nominee recommendations
Installation locations (attached)
Execute the contract with FMG Custom Concrete

FISCAL IMPACT

The Council approved \$40,000 in fiscal year 26/27 for phase five of the program.

1 14"x14" Plaque = \$6,716
4 plaques = \$26,864

Balance = \$13,136

The balance will be used to support the associated unveiling event.

STRATEGIC PRIORITY

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

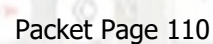
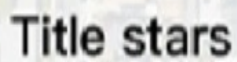
ATTACHMENTS

1. 5th Class Location
2. Catherine Crockett- application
3. Beauford Anderson - Application
4. Beauford Anderson - Application 2
5. Regina Mason - Application
6. Thomas Mancini - Application
7. Seaside Stars Resolution 2026
8. FMG CONCRETE DRAFT PSA 2026

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager





MAR 23 2026

Council Approved: February 3, 2023
Amended: 7/1/2023

SEASIDE STARS APPLICATION

Name of Nominee: Catherine Crockett Mailing Address: 1739 Havana StreetCity / State: Seaside, CA Phone: 831-915-7257 E-mail: cmcrockett.ca@gmail.com

Please select the nomination category (no more than one category may be selected):

Category	YES	NO	Category	YES	NO
Athletics and Competition			Arts and Performing Media		
Civics and Government			Community and Social Equality		
Education			Environment and Conservation	X	
Journalism and Literature			Outstanding Achievement		

Has the nominee served as a Member of the Seaside City Council, or as a City Employee?

YES	NO
	X

If yes, when did they serve? _____

The Seaside Stars nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.					
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.	X		Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.	X	
Bringing positive recognition to the city on a local, national, or global stage.	X		Volunteering or working in the community for five (5) or more years.	X	
Contributing to the quality of life of our citizens.	X		Providing economic development or redevelopment activity.		
Enhancing Seaside as a place to live, work, or visit.	X		Contributing significant historical impact.		
Fostering the spirit of our community.	X		Extraordinary effort to overcome challenges to achieve contribution.		
Making lasting and significant contributions to the protection of	X		Contributing to the health and safety of our citizens.	X	



natural or cultural resources of the City of Seaside.	X			
Providing positive opportunities for the future of our youth.	X		Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.	X

Question	YES	NO
Is the Nominee aware of the Seaside Stars nomination? **This question is informational and not related to the criteria section**	X	

If no, please explain why:

Please provide written justification supporting your nomination for the Seaside Stars or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

Please see attached page.

Please attach petitions and/or letters of support from City community groups and organizations.

If you have any questions, please call the Recreation Department at (831) 899-6800.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955
Email: cityclerk@ci.seaside.ca.us, Subject: Seaside Stars Application

2026 Seaside Star Application – Catherine Crockett

JUSTIFICATION for Environment and Conservation Star

Catherine arrived in Monterey from Texas in 1998 to work in IT for a company in Salinas. This was a career which she continued for 32 years, gaining valuable skills and advancing to technical lead and management positions.

In 1999 she bought her home in Seaside and settled into the community. She began volunteering, starting with First Night Monterey (2001-2015) and the Monterey Jazz Festival (2002-2014).

From an early age, Catherine appreciated natural and open spaces, and she soon became concerned about climate change. She joined the Steering Committee of Sustainable Seaside, a local action group of Communities for Sustainable Monterey County (CSMC) in 2009 and then joined the countywide Board of Directors of CSMC in 2012. Her dedication, kindness and computer skills made her work invaluable and she continues today as webmaster for both groups.

In 2016, Catherine became the Chair of Sustainable Seaside and she continues to hold this position today. She actively pursues projects to foster sustainability and community building in the face of climate change. She builds alliances with other local groups such as City of Seaside, CSUMB, Habitat Stewardship Project, Friends of the Seaside Parks (FOSPA), Palenke Arts, as well as Seaside High, the International School of Monterey and Monterey Adult School. She organizes Candidates' Forums, meetings and tabling events for this sustainability organization and keeps members informed of issues of concern.

For fourteen years, Catherine has been the lead for Sustainable Seaside's Earth Day, an event now jointly sponsored by the City of Seaside. The continuation of this celebration and the number of organizations and individuals participating is inspiring to see. Seaside Earth Day has become an eagerly anticipated annual event.

Since 2010, Catherine has been a member of the Monterey Peace and Justice Center (MPJC). In 2015 she became President, a position she holds today. The Center provides a meeting space for groups such as Veterans for Peace (Catherine is treasurer of this group), Women's International League for Peace and Freedom, and the Peace Coalition. The Center offers free English as a Second Language classes and hosts speakers and events focusing on peace, nonviolence, social justice, democracy and sustainability. Catherine also publishes an online Peace Coalition Community Calendar which goes out weekly to over 1000 subscribers.

Friends of the Seaside Parks (FOSPA) was founded in 2017. In 2023 Catherine became an active steward of Havana Soliz Park as well as a Board Member of FOSPA. This group works weekly to improve many of our city parks by cultivating and maintaining California native plants, thus developing urban pollinator gardens.

For twenty-five years, Catherine Crockett has continued to use her organizational and technical computer skills to enhance the success of local groups. She is a quiet, competent leader who attracts respect. She works tirelessly and is dedicated to Seaside's best interests. For these reasons and more, many of us feel strongly that Catherine is most worthy of being celebrated with a 2026 Seaside Star for Environment and Conservation.



We, the Seaside residents listed below, wholeheartedly support the nomination of **Catherine Crockett** to be honored with an **Environmental and Conservation Star** to be placed on Broadway Avenue in recognition of her significant contributions to the protection of Seaside's natural and cultural resources and her sustained dedication to improving the quality of life in our city.

Signature

Printed Name

William F. Weigle

William F. Weigle

Virginia Wijbrandus

Virginia Wijbrandus

Raelof Wijbrandus

Raelof Wijbrandus

Stefani Mistretta

Stefani Mistretta

Marlyn Buddenbaum

marlyn Buddenbaum

MaryAnn Pryce

MaryAnn Pryce

KATHY V. MYERS

KATHY V. MYERS

Lucy Ahrens

Lucy Ahrens

Martha Price

Martha Price

Sylvia Shih

Sylvia Shih

Sheila Clark

SHEILA CLARK

Lacey Raak

Lacey Raak

PAUL DELFIAE

PAUL DELFIAE

TRACY PARKER

TRACY PARKER

KAY CLINE

KAY CLINE

Elizabeth Winchester

Elizabeth Winchester



We, the Seaside residents listed below, wholeheartedly support the nomination of **Catherine Crockett** to be honored with an **Environmental and Conservation Star** to be placed on Broadway Avenue in recognition of her significant contributions to the protection of Seaside's natural and cultural resources and her sustained dedication to improving the quality of life in our city.

Signature

Printed Name

Catherine E. Rivera

Catherine E. Rivera

~~Thomas Hughes~~

Thomas Hughes

Francoise Avery

Francoise Avery

Bertrand Deprez

Bertrand Deprez

Linda Yamane

Linda Yamane

Michael I. Wiggose

MICHAEL WIGGOSSE

Susan L. Schiavone

Susan L. Schiavone

Robert McGinley

Robert McGinley

Susan Ragsdale-Crown

SUSAN RAGSDALE-

Janie Miller

Janie Miller CROWN

Bruce Rowe

Bruce Rowe

Diane Rowe

DIANE ROWE

Louise C. Berry

Louise C. Berry

Peter F. Berry Sr.

Peter F. Berry Sr.

Madison Springfield

Madison Springfield



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Signature

Printed Name

Donna Penwell

Donna Penwell

Stanley Reese

Stanley Reese

Mike Lang

Mike Lang

2

Yasir Kheir

Jonathan Ahmadi

Jonathan Ahmadi

Leora Murphy

Leora Murphy

Sandra McGuire

Sandra McGuire

Dianne Nielson

Dianne Nielson

John Whisler

John O'Leary

Bonnie Whisler

Bonnie Whisler

Catherine Hawley

Catherine Hawley

John Whisler

John Whisler

Vicki Briesacker

Vicki Briesacker

Carol Mikkelsen

Carol Mikkelsen

Jeannie Reese

Jeannie Reese

Vita Quintanilla

Vita Quintanilla

March 27, 2026



Seaside Stars Application - Catherine Crockett

On behalf of the Board of Friends of Seaside Parks Association, we strongly support the nomination of Catherine Crockett for a 2026 Seaside Star for Environment and Conservation.

Catherine has been a valuable and supportive participant in the work that we do in our city parks. Her positive attitude and encouragement is welcomed every workday.

With respect

Patty Kennedy

Patty Kennedy
Treasurer
Friends of Seaside Parks Association



Sustainable Seaside
a chapter of
Communities for Sustainable Monterey County
Seaside, California

March 27, 2026

To the Seaside Star Committee,

The Steering Committee of Sustainable Seaside enthusiastically and sincerely supports the nomination of Catherine Crockett for a 2026 Seaside Star representing the Environment and Conservation theme.

Catherine has been the Chair of Sustainable Seaside for 10 years, taking over from long time member Kay Cline. As Chair, Catherine oversees the activities of our group as we actively pursue efforts to foster sustainability and community building for Seaside in the face of climate change.

With the support of Sustainable Seaside members, Catherine organizes Candidate's Forums, held before elections in cooperation with League of Women Voters at Oldemeyer Center, promotes and participates in Friends of Seaside Parks (FOSPA) activities, works closely with Palenke Arts and is in regular communication with our local schools ranging from elementary school through university.

In addition, Catherine manages the Monterey Peace and Justice Center, located in a storefront at 1364 Fremont Street, where English as a second language classes are held as well as art shows and relevant programs open to the citizens of Seaside.

Of special note, for 14 years Catherine has been the lead for Seaside's Earth Day, an event now jointly sponsored by the City of Seaside. This year's event, to be held on Sunday, April 19, will also include the Monterey Regional Parks District and has moved across the street from the City Hall lawn to Laguna Grande Park

Catherine successfully rallies the Sustainable Seaside Steering Committee and members from the 700+ contacts on our mailing list to be aware and active about the environment and conservation in the City of Seaside. For these efforts, we believe she deserves a Seaside Star!

Thank you.

Lucy Ahrens, Kay Cline, Bertrand Duprez, Tom Hughes, Donna Penwell, Cathy Rivera, Kelly Soriano, Madison Springfield, Bill Weigle.

Sustainable Seaside Steering Committee



SEASIDE STARS APPLICATION

MAR 17 2026

Name of Nominee: Beauford T. Anderson Mailing Address: _____

Received

City / State: _____ Phone: _____ E-mail: _____

Please select the nomination category (no more than one category may be selected):

Category	YES	NO	Category	YES	NO
Athletics and Competition			Arts and Performing Media		
Civics and Government	X		Community and Social Equality		
Education			Environment and Conservation		
Journalism and Literature			Outstanding Achievement		

Has the nominee served as a Member of the Seaside City Council, or as a City Employee?

YES	NO
X	

If yes, when did they serve? S.C.C. 1959-1960 MAYOR '60-'62 & '63-'64

The Seaside Stars nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.				X	
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.	X		Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.	X	
Bringing positive recognition to the city on a local, national, or global stage.	X		Volunteering or working in the community for five (5) or more years.	X	
Contributing to the quality of life of our citizens.	X		Providing economic development or redevelopment activity.	X	
Enhancing Seaside as a place to live, work, or visit.	X		Contributing significant historical impact.	X	
Fostering the spirit of our community.	X		Extraordinary effort to overcome challenges to achieve contribution.	X	
Making lasting and significant contributions to the protection of	X		Contributing to the health and safety of our citizens.	X	



natural or cultural resources of the City of Seaside.					
Providing positive opportunities for the future of our youth.	L		Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.	X	

Question	YES	NO
Is the Nominee aware of the Seaside Stars nomination? **This question is informational and not related to the criteria section**		X

If no, please explain why:

died in 1996

Please provide written justification supporting your nomination for the Seaside Stars or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

see attached

If you have any questions, please call the Recreation Department at (831) 899-6800.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955
Email: cityclerk@ci.seaside.ca.us, Subject: Seaside Stars Application

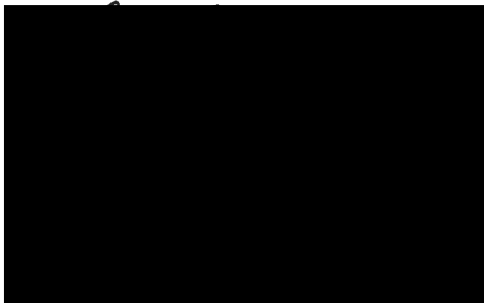
Good morning, Seaside Stars Committee.

I am writing today to nominate Seaside's first elected mayor, and my grandfather, Beauford T "Andy" Anderson for the Seaside Stars Award. I have attached his resume and some of his contributions to the City in his over 47 years on the Monterey Peninsula. As a humble World War 2 Veteran, who rarely spoke of his accomplishments, it's fitting, in a way, that he has not received much recognition for his contributions. I felt it important to celebrate him, and for him to hopefully take his rightful place back in the city that he gave so much to. Upon reading your application and criteria, I made the decision to lend his name for consideration.

He founded Anderson's Floor and Wall Covering in 1954 - located at 1360 Fremont Blvd. He was first appointed to the City Council in 1959. A year later, the City Council appointed him Mayor. When his term was up, he ran for re-election, becoming the first ever Mayor elected by the citizens of Seaside. He served until 1964 - when he left after being elected to the Monterey County Board of Supervisors 4th District. From what I can find on your website, during his tenure as Mayor, the city received advanced federal funding for the Del Monte Heights redevelopment project, as well as approving the Noche Buena redevelopment project. Anderson's Floor and Wall Covering changed ownership in 1964, where it kept the Anderson name for almost 25 years. In retirement, he was a regular at the American Legion post 591 in Seaside, even after relocating to Fort Hunter Liggett.

His lasting impact, and contributions, are well documented on the City of Seaside's webpage, and at City Hall - where his portrait is still displayed prominently. I have enclosed more documentation, including his Congressional Medal of Honor Citation. He is a man who rarely spoke of it, so in his spirit, I have focused on his work in the City. However, it was that fighting spirit and wherewithal that made him the leader that he was.

Thank you for your consideration. Please feel free to contact me if you have any questions.



Beauford "Andy" Anderson

Born July 6 1922

Enlisted in the U.S. Army in 1942

Awarded Congressional Medal of Honor in 1946 by then President Harry S. Truman

Retired from Army in 1952

Retired to Seaside Ca.

Owner/Founder : Anderson's Floor & Wall Covering 1954-1964 located at 1360 Fremont Blvd

Appointed to the Seaside City Council in 1959

Appointed Mayor of Seaside in 1960 by the City Council

First Seaside Mayor ever elected by the citizens (not appointed) in 1962 and served until 1964

Elected to Monterey County Board of Supervisors in 1964 (4th district)

Originally buried at Mission Memorial Park before being moved to Arlington National Cemetery

During his time as Mayor

Appointed future Mayor Glen Olea to the Parks and Recreation Committee in 1963

Del Monte Heights redevelopment project was funded

City approved the Noche Buena redevelopment project

Awards

Bronze Star

Congressional Medal of Honor

Medal of Honor Details:

ANDERSON, BEAUFORD T.

Rank and organization: Technical Sergeant, U.S. Army, 381st Infantry, 96th Infantry Division.

Place and date: Okinawa, 13 April 1945. Entered service at: Soldiers Grove, Wisconsin. Birth: Eagle, Wisconsin.

G.O. No.: 63, 27 June 1946.

CITATION:

He displayed conspicuous gallantry and intrepidity above and beyond the call of duty. When a powerfully conducted predawn Japanese counterattack struck his unit's flank, he ordered his men to take cover in an old tomb, and then, armed only with a carbine, faced the onslaught alone. After emptying 1 magazine at pointblank range into the screaming attackers, he seized an enemy mortar dud and threw it back among the charging Japs, killing several as it burst. Securing a box of mortar shells, he extracted the safety pins, banged the bases upon a rock to arm them and proceeded alternately to hurl shells and fire his piece among the fanatical foe, finally forcing them to withdraw. Despite the protests of his comrades, and bleeding profusely from a severe shrapnel wound, he made his way to his company commander to report the action. T/Sgt. Anderson's intrepid conduct in the face of overwhelming odds accounted for 25 enemy killed and several machineguns and knee mortars destroyed, thus single-handedly removing a serious threat to the company's flank.



SEASIDE STARS POLICY

I. Purpose

The "Seaside Stars" will provide a unique attraction that enhances and encourages a walkable downtown. Each star will honor local Seaside residents and serve as a living historical record of our achievements as a community.

The ultimate goal is to honor those individuals who have made a significant and lasting contribution to the quality of life in Seaside – who have, indeed, cast a long shadow on our City's history.

This program will align with the Parks, Recreational Facility, City owned building, and street naming policy as appropriate.

II. Eligibility Criteria

- A. Seaside Stars Nominees must meet one of the following categories (no more than one category may be selected):

1. Athletics and Competition
2. Arts and Performing Media
3. Civics and Government
4. Community and Social Equality
5. Education
6. Environment and Conservation
7. Journalism and Literature
8. Outstanding Achievement

- B. Seaside Stars Nominees must have made a consistent and positive impact in three or more of the areas listed below:

1. A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.
2. Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.
3. Bringing positive recognition to the City on a local, national, or global stage.
4. Contributing a significant historical impact.
5. Contributing to the health and safety of our citizens.
6. Contributing to the quality of life of our citizens
7. Expanding opportunities for the City of Seaside to become a destination of choice.
8. Extraordinary effort to overcome challenges to achieve contribution.
9. Fostering the spirit of our community.



10. Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside.
11. Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.
12. Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.
13. Providing economic development or redevelopment activity.
14. Providing positive opportunities for the future of our youth.
15. Volunteering or working in the community for five (5) or more years.

C. Nominations for an individual who is currently serving as a **City Council Member** or a current **City Employee** shall occur after the person has separated from City service for at least a three (3) month period to be considered for star.

III. Seaside Stars Committee

A. The purpose of the Committee is twofold:

1. The Committee is an ad hoc committee to the Council to make recommendations on the design of the star and to assist staff regarding placement recommendations on Broadway for the first cycle of the program.
2. The Committee will be responsible for reviewing applications and making nominee inductee recommendations to Council.

B. Seaside Stars Committee will consist of a combination of commissioners made up of C-Jobs, Art & History, and Seaside Residents. A maximum of two members from each commission and a maximum of three Seaside residents to be selected by the Mayor. There will be a minimum of 5 members with a maximum of 9 members total.

1. To serve on the committee, members cannot be affiliated with any of the nominees and must recuse from the voting process. Affiliations include but not limited to being a nominee, familiar ties, employee / employer connections and business interests. Committee members must inform staff of any conflicts and work with staff to ensure a transparent, defensible and fair process for the applicants.

IV. Application Process

Nominees will be inducted into Seaside Stars program on an annual basis. Applications deemed incomplete will be rejected. Nominees not selected for the installation can reapply the following year for consideration.

A. In March of each calendar year, the City's Seaside Stars program will open the application period for nominations for the Seaside Stars. Applications will be accepted for a 30 calendar days.



- B. All complete applications received will be forwarded to the Committee for review and consideration.
- C. The Committee will review all applications and meet with applicants as needed to make a final recommendation to the Council at their next regularly scheduled meeting.
- D. The applicant shall be able to provide clear evidence that the individual to be honored has made a significant contribution to the Seaside community based on the eligibility criteria.
- E. A maximum of six inductees will be added to the Seaside Stars on an annual basis.
- F. All nominations will be given the same consideration without regard to the nomination source. Applications that do not meet the criteria set forth in this policy will be denied.
- G. The names of individuals or corporations or groups involved in controversial enterprises or activities, such as those that would be detrimental to the mission or image of the City of Seaside will be avoided, and the application will be denied.
- H. A denial letter will be sent to the applicant detailing the reason(s) for denial. Applicants are eligible to re-apply in the following year if the criteria for their original application has been met.

V. Fees

- A. The applicant or group will be responsible for the fees associated with the purchase of the star and all installation costs.
- B. The City Council may waive the fees associated with the purchase and / or installation costs at their direction and may elect to establish an annual budget for this program.

VI. Recognition Ceremony

- A. Inductees will be recognized in a public ceremony, proclamation, and honored with a star on the "Seaside Stars" in downtown Seaside.

VII. Installation of the Plaques

- a. Stars will be installed in alphabetical order starting at Broadway and Contra Costa, moving clockwise towards Fremont and back towards Del Monte. Star locations will not be chosen by the applicant, or businesses. The businesses on Broadway will change over time and plaques will be placed in accordance with the policy and Council direction.

VIII. City Council Review Process:

- A. The Council will determine star placement on Broadway, hearing recommendations from staff. Placement will be done in phases, with consideration for the walkability and enhancement of downtown.
- B. The City Council shall have the final authority to name and rename the commemorative star.
- C. Under extraordinary circumstances that would cast a negative image upon the City, any star naming in honor of an individual, family or group may be revoked at the discretion of the City Council.



Council Approved: February 3, 2023
Amended: 7/1/2023

- D. The Council has the authority to modify this program as needed in order to meet the policy objectives.
- E. The City Manager or designee will manage the Seaside Stars program and support the Committee in its assigned duties.



MAR 23 2026

Council Approved: February 3, 2023
Amended: 7/1/2023

SEASIDE STARS APPLICATION

Received
Name of Nominee: BEAUFORD ANDERSON Mailing Address: 1922-1996
City / State: N/A Phone: N/A E-mail: N/A

Please select the nomination category (no more than one category may be selected):

Category	YES	NO	Category	YES	NO
Athletics and Competition			Arts and Performing Media		
Civics and Government	☒		Community and Social Equality		
Education			Environment and Conservation		
Journalism and Literature			Outstanding Achievement		

Has the nominee served as a Member of the Seaside City Council, or as a City Employee?

YES	NO
☒	☐

If yes, when did they serve? CITY COUNCILMAN - MAYOR

The Seaside Stars nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.				☒	
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.			Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.		
Bringing positive recognition to the city on a local, national, or global stage.	☒		Volunteering or working in the community for five (5) or more years.		
Contributing to the quality of life of our citizens.			Providing economic development or redevelopment activity.	☒	
Enhancing Seaside as a place to live, work, or visit.	☒		Contributing significant historical impact.		
Fostering the spirit of our community.			Extraordinary effort to overcome challenges to achieve contribution.		
Making lasting and significant contributions to the protection of			Contributing to the health and safety of our citizens.		



natural or cultural resources of the City of Seaside.					
Providing positive opportunities for the future of our youth.			Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.		

Question	YES	NO
Is the Nominee aware of the Seaside Stars nomination? **This question is informational and not related to the criteria section**		X

If no, please explain why:

~~REDACTED~~ 1922-1996

Please provide written justification supporting your nomination for the Seaside Stars or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

"SEE ATTACHED PAPERS AND PHOTOS"

"PLEASE CONTACT ME AS PHOTOS
AND PAPERS - TO BE PICK-UP"

"I KNOW I WAS NOT ABLE TO PROVIDE DATES
AND YEARS"

Please attach petitions and/or letters of support from City community groups and organizations.



If you have any questions, please call the Recreation Department at (831) 899-6800.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955
Email: cityclerk@ci.seaside.ca.us, Subject: Seaside Stars Application

BEAUFORD T. ANDERSON
1922 TO 1996

BORN - SOLDIER'S GROVE, WI.

EDUCATION - GRADES 1-12 NORTHERN,

WORK - MILK TRANSPORTATION COMP.

WWII - US ARMY 381ST INFANTRY
96TH INFANTRY DIVISION

AWARDS - MEDAL OF HONOR WIT
OAK LEAF CLUSTER
BRONZE STAR
PURPLE HEART

POST WWII - SHIPPED TO FORT OR.
INFANTRY - INSTRUCTOR

RETIRED FROM SERVICE 1951

RESIDENCE: 1771 HIGHLAND ST. SEAS
1951

BUSINESS: ANDERSON FLOOR'S
1952 DEL REY THEATER BUILDING

NEW BUSINESS LOCATION
ANDERSON FLOOR AND
WALL COVERING
FREMONT BLVD - SEASIDE

191

NEW BUILDING WAS REMODELED
FROM 1 BIG STORE INTO:

1. BIG STORE - GROUND FLOOR
2. SMALL STORE - GROUND FL
3. THREE 1 BEDROOM APARTMEN
4. LARGE APARTMENT

NOTE #3 & 4 WERE UPSTAIRS

ALSO: 1771 HIGHLAND STREET
WAS SOLD TO BUY AND DEVL
THE ABOVE

WAS CONCERNED ABOUT THE
DIRECTION - THE CITY OF SEASIDE WAS
GOING - HE TOOK OUT PAPERS FOR
RE-CALLING - CERTIFICATE OF RECALL
THE RECALL WAS EFFECTIVE

HE RAN FOR COUNCIL AND WD
START OF HIS POLITICAL CAREER
BEGUN HERE

POLITICAL

ELECTED TO SEASIDE

1. CITY COUNCILMAN

2. MAYOR 1ST ELECTED
1960

3. 4TH DISTRICT SUPERVISOR
1964

MONTEREY COUNTY

4. CHAIRMAN MONTEREY
COUNTY - SUPERVISOR'S

NOTES

1. HAD 1 OF THE OLDEST BUSINESS IN SEASIDE WHEN RETIRED
2. RETIRED TO HIS CATTLE RANCH LOCATED IN SOUTH MONTERE COUNTY
3. BOTH HE AND HIS WIFE, MY MOTHER PASSED IN 1996 "PHYLLIS"
4. THEY WERE BOTH INTERMENT AT ARLIN NATIONAL CEMETERY, VA. USA

I HAVE SO MUCH MORE I COULD SAY AND WRITE. FEEL FREE TO CONTACT ME ANY TIME, I AM 81 YEARS OLD - AND AL WILL ENCLUDE - PICTURES - ETC WHICH I HOPE WILL HELP TO REPRESENT WHO MY FATHER WAS.

Barbara Cinde
James Cinderson
2111 TRAPANI CIRCLE
MONTEREY, CALIFORNIA
93940

Steep Mountains No Obstacle For Seaside Mayor's 'Burro'

By FRED SORRI

Carmel photographer Arthur McEwen was standing on the Malpaso Creek bridge, looking up the mountain which appeared as a blob of black against the moonless, starlit sky.

He was trying to locate the scene of an airplane crash southeast of the Carmel Highlands when, near the peak, he saw strange lights.

From where he was standing, the angle of incline of the two shafts of light was so nearly vertical that McEwen said: "I thought it was a rocket."

Those rocket lights were the headlights of an incredible vehicle piloted by Seaside Mayor Andy Anderson.

Steep Hill

Aboard that rocket were Herald photographer Dennis Rowedder and this reporter. And from where we were sitting, it seemed that the vehicle was going straight up an impossible-to-climb cliff. The cliff, it turned out, was actually a hill with a grade estimated at 75 per cent.

The story of the airplane crash was reported in The Herald earlier this month. This, then, is about the vehicle that got to it, a feat so extraordinary that County Coroner Christopher H. Hill Jr. said: "I made that trip in Andy's wagon and I still don't believe it is possible for anything on wheels to have climbed a mountain that steep!"

Anderson built this vehicle, which he calls the Safari, over a year ago—about the time he was running for a seat on the Seaside City Council. "It's the reason," he said, "that I couldn't campaign as much as I wanted to."

Super Jeep

He built it with the help of Nick Pardue, service manager of Monterey Bay Motors, who has one just like it. It might be called a super Jeep, being a combination of a Jeep, a Jeep truck and a Jeepster.

It will outclimb any conventional Jeep. In fact, the night

the plane wreck was found, Anderson and Pardue were summoned only after conventional Jeeps had failed to negotiate the mountain.

Anderson built it for getting into his favorite, but remote, hunting and fishing areas in the Santa Lucia mountains. He has a hunting lodge on the Alfred Avila ranch near the rugged Hunter Liggett Military Reservation.

Combination Vehicle

The four-wheel-drive Safari is powered by a 120 horsepower Kaiser motor. It has a Jeepster body and frame on a Jeep truck chassis. It is equipped with truck brakes, steering, springs and transmission. The overdrive was made by Studebaker.

Safari, which has eight speeds forward, also is equipped with a two-way, five-watt radio.

The conventional Jeep tires, which are deflated during hill climbs, can be pumped up by a pump accentuated by the engine's compression.

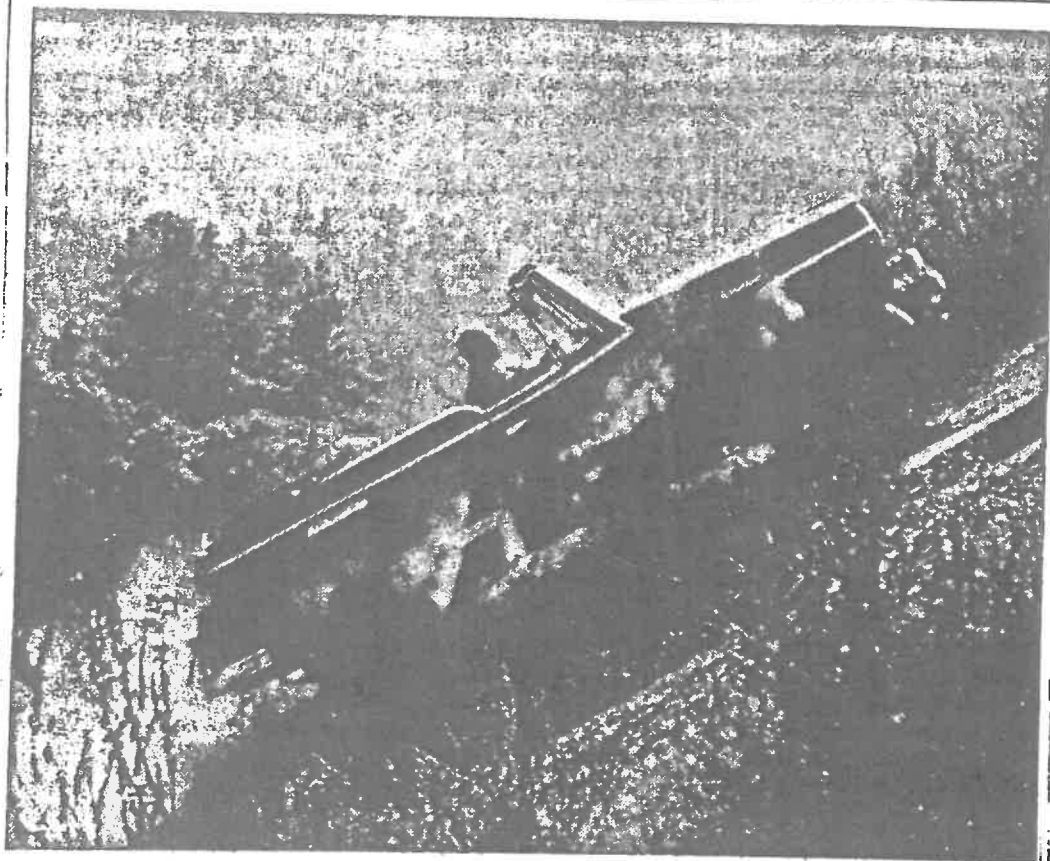
Good Performance

Anderson claims he doesn't get any thrill out of climbing

roadless hills in his Safari. He enjoys such rides only because he appreciates good performance.

Another idea of the performance of the Safari, which cost Anderson about \$3,000, may be gleaned from the descent off that mountain which rims Malpaso Canyon.

On one hill, the Safari was in a power dive so steep its passengers were standing upright on the dash board.



HIS HONOR — Mayor Andy Anderson of Seaside takes a steep grade in his specially constructed, mountain climbing vehicle. (Herald photos)

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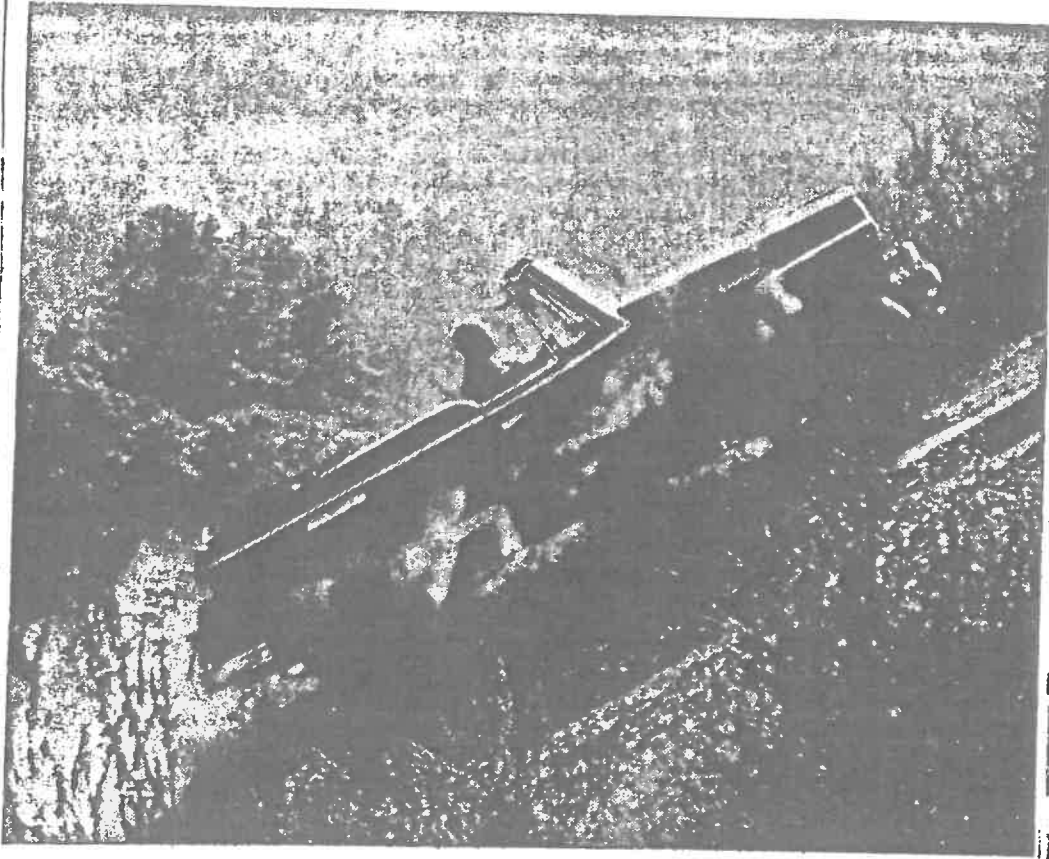
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HIS HONOR — Mayor Andy Anderson of Seaside takes a steep grade in his specially constructed, mountain climbing vehicle. (Herald photos)

Technical Sergeant Beauford T. "Andy" Anderson
381st Infantry, 96th Infantry Division
Okinawa, 13 April 1945

Citation: He displayed conspicuous gallantry and intrepidity above and beyond the call of duty. When a powerfully conducted predawn Japanese counterattack struck his unit's flank, he ordered his men to take cover in an old tomb, and then, armed only with a carbine, faced the onslaught alone. After emptying 1 magazine at pointblank range into the screaming attackers, he seized an enemy mortar dud and threw it back among the charging Japs, killing several as it burst. Securing a box of mortar shells, he extracted the safety pins, banged the bases upon a rock to arm them and proceeded alternately to hurl shells and fire his piece among the fanatical foe, finally forcing them to withdraw. Despite the protests of his comrades, and bleeding profusely from a severe shrapnel wound, he made his way to his company commander to report the action. T/Sgt. Anderson's intrepid conduct in the face of overwhelming odds accounted for 25 enemy killed and several machineguns and knee mortars destroyed, thus single-handedly removing a serious threat to the company's flank.







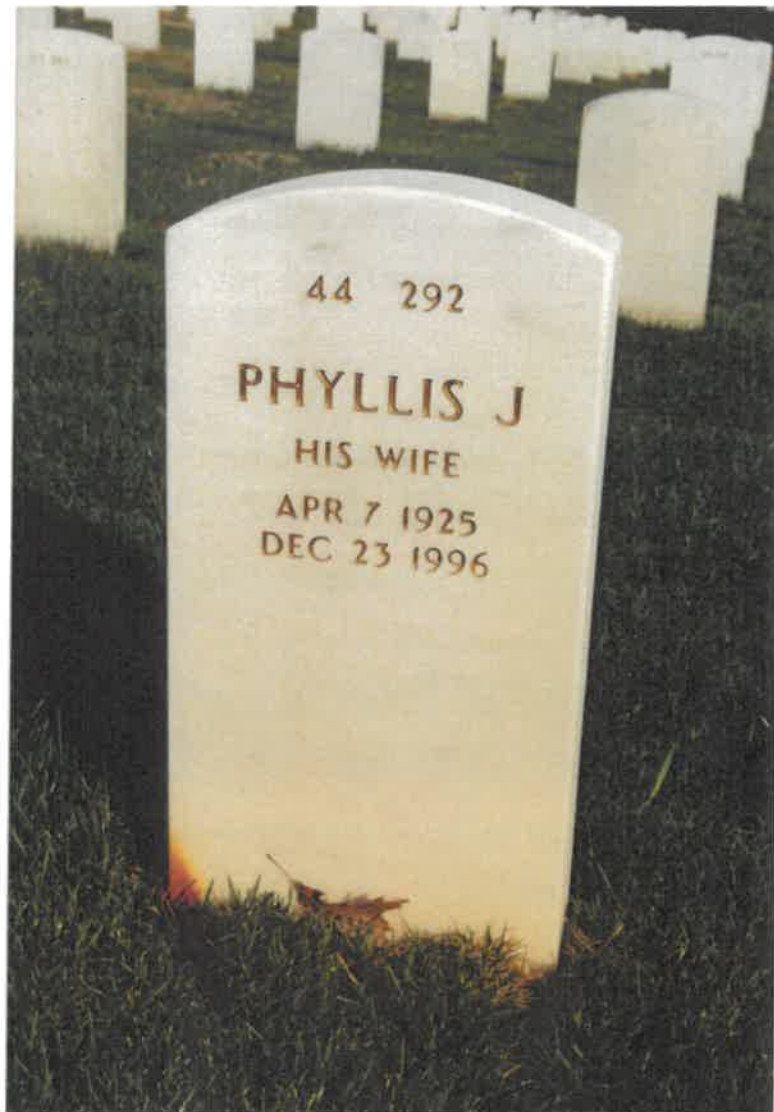
*Mrs. Kennedy is deeply appreciative of
your sympathy and grateful
for your thoughtfulness*

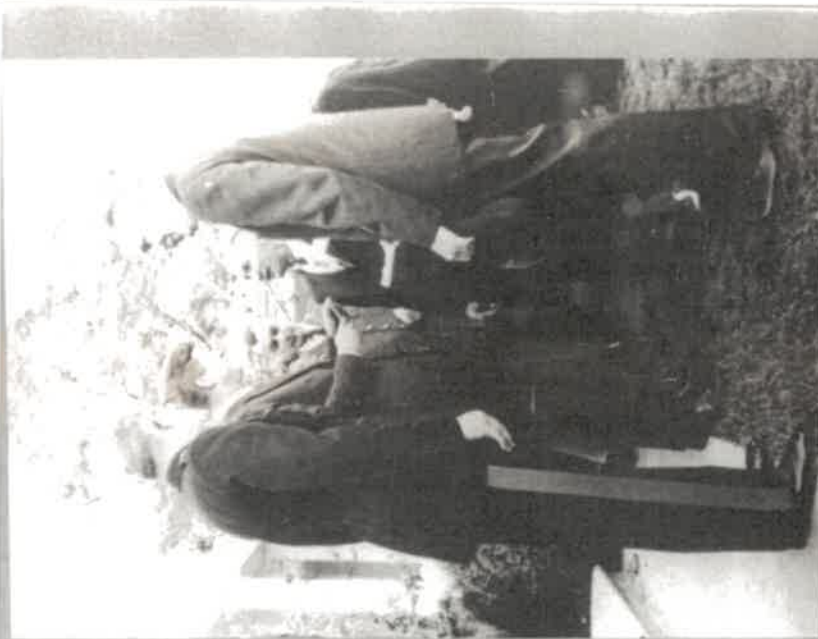


*Hon. Benford H. Anderson
Mayor of Seaside
Seaside, California*

Andersons to Meet JFK

Seaside Councilman and Mrs. Beauford T. (Andy) Anderson have accepted a personal invitation from the President of the United States to attend a military reception at the White House on May 2. The reception will be held in the Rose Garden, where they will meet the President. Anderson is a Congressional Medal of Honor winner.





THE WHITE HOUSE
WASHINGTON

May 13, 1963

Dear Mr. Anderson:

It was indeed kind of you and Mrs. Anderson to bring the President the souvenir key to the City of Sesside when you attended the Medal of Honor reception. He asked me to thank you, once again, for remembering him on this happy occasion.

The President hopes you and your wife enjoyed your stay in Washington and extends to both of you his cordial good wishes.

Sincerely yours,

Evelyn Lincoln

Evelyn Lincoln
Personal Secretary
to the President



ELECT...

Beauford

'Andy' Anderson

SUPERVISOR

4TH DISTRICT

JUNE 2, 1964

4 YEARS PROVEN LEADERSHIP
AS MAYOR OF SEASIDE



BEAUFORD T. ANDERSON

Lieutenant, United States Army, Retired

Member
Congressional Medal Of Honor Society

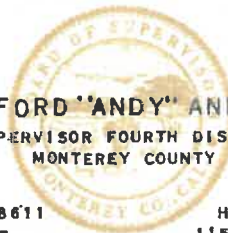
RTR  1984

BEAUFORD "ANDY" ANDERSON

SUPERVISOR FOURTH DISTRICT
MONTEREY COUNTY

OFFICE: 424-8611
COURTHOUSE
SALINAS, CALIFORNIA

HOME: 394-0724
1155 RICARDO COURT
SEASIDE, CALIFORNIA





MAR 23 2023

Council Approved: February 3, 2023
Amended: 7/1/2023

SEASIDE STARS APPLICATION

Received

Name of Nominee: Regina Mason Mailing Address: 1897 Napa St.
 City / State: Seaside, CA Phone: (831) 277-4760 E-mail: regina@villageprojectinc.org

Please select the nomination category (no more than one category may be selected):

Category	YES	NO	Category	YES	NO
Athletics and Competition			Arts and Performing Media		
Civics and Government			Community and Social Equality	X	
Education			Environment and Conservation		
Journalism and Literature			Outstanding Achievement		

Has the nominee served as a Member of the Seaside City Council, or as a City Employee?

YES	NO
	X

If yes, when did they serve? N.A.

The Seaside Stars nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.					
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.	✓		Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.		
Bringing positive recognition to the city on a local, national, or global stage.	✓		Volunteering or working in the community for five (5) or more years.	✓	
Contributing to the quality of life of our citizens.	✓		Providing economic development or redevelopment activity.		
Enhancing Seaside as a place to live, work, or visit.	✓		Contributing significant historical impact.	✓	
Fostering the spirit of our community.	✓		Extraordinary effort to overcome challenges to achieve contribution.	✓	
Making lasting and significant contributions to the protection of	✓		Contributing to the health and safety of our citizens.	✓	



natural or cultural resources of the City of Seaside.	✓				
Providing positive opportunities for the future of our youth.	✓		Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.	✓	

Question	YES	NO
Is the Nominee aware of the Seaside Stars nomination? **This question is informational and not related to the criteria section**	✓	

If no, please explain why:

Please provide written justification supporting your nomination for the Seaside Stars or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

See attached.

Please attach petitions and/or letters of support from City community groups and organizations.

If you have any questions, please call the Recreation Department at (831) 899-6800.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955
Email: cityclerk@ci.seaside.ca.us, Subject: Seaside Stars Application

**Justification For Nomination
Of Regina Mason For a
Seaside Star
By Guadalupe Perez, Nominator**

Dear Seaside Stars Selection Committee:

I am writing to nominate lifelong resident and Community Advocate Regina Mason for a "Seaside Star" for the 2026 Induction year. Regina Mason is a lifelong resident of Seaside having been born at the former Fort Ord to military father and a mother who resided in Seaside. Regina Mason has been a prominent community advocate and activist for over 30 years. She has received numerous awards for her contributions to include being named an Outstanding Woman of Monterey County by the Monterey County Commission on the Status of Women, the California State Conference of the NAACP's Lulan Sapp Award for Outstanding Leadership in Civil Rights Leadership, the Monterey County Chapter of the American Civil Liberties Union's Ralph B. Atkinson Award for Civil Liberties Leadership, the Monterey County Branch-NAACP's Stephen E. Ross Award for Civil Rights and Community Service, the Community Foundation for Monterey County's Distinguished Trustee Award, Monterey Peninsula College's President's Award for outstanding community contributions by an Alumni of Monterey Peninsula College and induction into Monterey Peninsula College's Hall of Fame as an Alumni of Distinction. She was named California Assembly District Woman of the Year by then Assemblymember Bill Monning. Recently, she was named Woman of the Year by Congressmember Zoe Lofgren, State Senator John Laird, State Assembly Speaker Robert Rivas, Assemblymember Dawn Addis and U.S. Congressperson Jimmy Panetta. (Certificates are attached).

Regina is a Life Member of the Monterey County Branch of the NAACP and a long-time member of its Executive Committee where she served as Youth Works Director as well as chaired various fundraising and membership committees from 1994 to 2018. During this time, she co-founded the Monterey County Youth Summits that annually brought youth together from various communities, ethnicities and cultures in Monterey County to develop understanding, build cross-cultural relationships and work together to resolve problems that were common to all of them. After reviving the Monterey County NAACP Youth Council shortly after that first Summit, that Youth Council took over sponsorship of all the ensuing Youth Summits. These Youth Summits lasted 256 years! During this time, Regina was named Youth Advisor of the year by the California State Conference of the NAACP for not only the success of the Youth Council-sponsored Youth Summits, but because of her successful development of youth leadership. In addition to the Youth Council members becoming activists and community advocates confronting issues of great concern to youth in our community, those youth were part of national advocacy movements as well with one example being their leadership role in Washington D.C, when they successfully lobbied National Congresspersons and Senators in 1998 to win extension of the Voting Rights Act. In later years, most of these youth became college graduates, one of whom earned a PhD from Harvard University and is now a college professor and researcher. She wrote an

attached letter of support for Regina's Seaside Star nomination. Another became a nationally acclaimed local High School Teacher. She has also written a letter of support for Regina's nomination. While many of the Youth Council members left the area for economic reasons, they have become leaders in the different communities where they currently reside. They all proudly state that they owe their success to the Monterey County NAACP Youth Council and Regina's mentorship, guidance and support.

Regina served one term as President of the Monterey County Branch of the NAACP. It was during this term that she founded the Poor People's Campaign for Monterey County, which was headquartered in Seaside. The campaign – and Regina – were recognized by the widely known and respected Rev. Dr. William Barber, the National Poor Peoples Campaign Director. It was during this time that Regina organized meetings with the then District Attorney to address issues like the difference in treatment accorded to Black and Brown defendants versus white defendants. These meetings were attended by many other leaders in the community who also were concerned about this issue. The new District Attorney contacted her and the other community leaders to inform them that she was creating a special "Diversity Committee" designed to focus on that issue. It was also during her term as NAACP Branch President that she created a Court Emergency Response Team that would attend court hearings and witness court proceedings as observers. She was also granted access to the jail so that she could meet with inmates who had complaints or were going to be provided services upon their release.

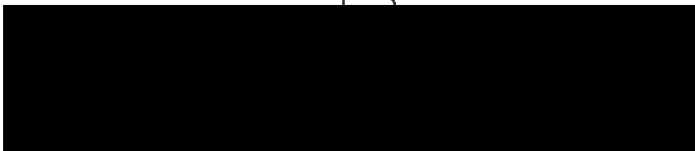
However, despite all of these accomplishments, undoubtedly, what she may be most well known for is her co-founding of a highly statewide and nationally recognized community-based family resource agency called The Village Project, Inc. headquartered in Seaside. The agency, which will be 18 years old in May 2026, provides culturally-informed and culturally-affirming therapy practices and a range of other services for people and communities that have been historically unserved, underserved and inappropriately served by the County's Behavioral Health Bureau. While it was initially formed to provide these services for the underserved African American community, per Regina's wish and community need and requests, services are provided to anyone who needs them for free. Services range from therapy for Individuals, children and families and groups, to an afterschool academy ("The Mae C. Johnson Education and Cultural Enrichment Academy, named after the late founding Board member and nationally acclaimed educator and administrator"), to prison re-entry services, youth intervention services and a unique Equine Therapy program using four horses that were donated to The Village Project with Equine Therapy-trained Therapists administering the program. There is also a Saturday School named Emanyatta (Maasai for "Warriors Camp"), where children of African ancestry – "Young Warriors" - grades K-4 are taught their true heritage and identity. The program has been run for 9 years and the original cohort of those youth are now graduating from high school and have been accepted to various universities. The program was visited by Maasai from Kenya in its first year. In July 2025, the original Young Warriors who are now called "Jegnas", an African (Akan) term meaning "Mentors", and their parents and staff went to Ghana. This was a life-changing experience for everyone. Regina was the primary organizer of this trip. As a result of the success of this program over the years, Regina was asked by a York School Board member to work with him to establish a program to get more

students of color- primarily from Seaside - into that prestigious school . For the past few years now, a number of the students from the program's early years have graduated from York. Three students – one from the Emanyatta Program and two from The Village Project's Afterschool Academy – will be graduating from York School this coming June. This is another example of Regina's tireless work to continue to expand opportunities for our youth.

Regina is a retired Child Welfare Supervisor for Monterey County's Department of Social Services. She continues to be the primary volunteer for The Village Project, Inc. and continues to serve as a trainer, grant writer, program developer and fundraiser. It is for Regina's incredible breadth and depth of long-term activities and advocacy on behalf of our community and its people, both young and old, that I strongly and without reservation, nominate Regina Mason for a 2026 "Seaside Star" on the Seaside Walk of Fame..

Please feel free to call me at (831) 582-7108 if you have any questions regarding this nomination.

Respectfully submitted by,

A large black rectangular redaction box covering the signature of the person submitting the nomination.



March 19, 2026

Seaside Stars Committee
Seaside City Hall
440 Harcourt Avenue
Seaside, CA 93955

Dear Selection Committee:

My name is Erica Sterling and I am an assistant professor of history at the University of Virginia. I grew up in Seaside and return to visit family every year. I have known "Mrs. Regina," as I call her, my entire life, and it gives me immense pleasure to write this letter on her behalf.

Regina Mason is the model for relentless advocacy. At a young age, I witnessed what that kind of care and compassion looks like in action. I didn't know it at the time, but she was modeling how someone who knows their purpose navigates the world. Mentorship for the NAACP Youth Council; spaghetti dinner fundraisers; luggage collection drives for foster youth; equine therapy at The Village Project – for the longest time, I didn't know what she did for a living. I just knew that she seemed to do *everything*. And for a young Black girl trying find her place, Regina Mason made an indelible impact on my view of what was possible.

No one deserves this honor more. I was frankly surprised she didn't already have a star! Seaside is a better place because of her, and recognition is long overdue.

Sincerely,

Erica Sterling

Erica Sterling, Ph.D.

March 20, 2026

To Whom It May Concern:

I am writing this letter on behalf of my long-time mentor and friend, Mrs. Regina Mason. When I think about the mission and vision of Seaside, California, Mrs. Regina has embodied these values for the last three decades that I have known her. She has always supported the youth and the most marginalized in our community. She has worked tirelessly to promote economic growth among the most vulnerable and disenfranchised families. She has advocated for a more inclusive Seaside that does not forget about the contributions of Black people and their legacies.

I met Mrs. Regina Mason during my early teenage years, as she was the advisor of the NAACP Youth Council. At the time, I did not have the capacity to understand her selfless commitment to the youth, her selfless commitment to me. I remember her picking all of us up weekly, filling her car with youth, to transport us to meetings and dropping all of us off at home afterwards. Because of her dedication, her efforts, and her energy, I learned about civic responsibility and civic engagement. She modeled leadership and how to be a change agent within our community.

This was a time in Seaside where the NAACP Youth Council was responsible for not only annual youth summits, but also dances. Under her leadership, she made sure that we had something to do. One year, I had the bright idea that I wanted to write and perform a play. Mrs. Regina put me in contact with a local playwright to bring this dream to fruition. It is because of acts like this that myself and other youth in the community were empowered and gained a sense of agency.

Admittedly, we were not the easiest group of young people to work with, but Mrs. Regina never gave up on us. As a current educator, I recognize that many of my practices come from my experiences with Mrs. Regina. She taught me how to see past my students' circumstances and to see their genius. She taught me the importance of teaching my students their history. She taught me the importance of advocating on their behalf. She taught me how to live purposefully.

I cannot imagine the city of Seaside without Mrs. Regina Mason; her legacy is cemented in history, as a leader within the NAACP, as a social worker in the city, as founder of The Village Project, and in the hearts of all those who have been impacted by her work. Not only am I a product of Mrs. Regina's love and care, so is my daughter, Sabria. Without a doubt, I would not be where I am today without her. I can think of no better champion to represent the city of Seaside than Mrs. Regina Mason.

Sincerely,


Jordana Henry

SENATOR BILL MONNING (ret)
California State Senate
Majority Leader Emeritus
Attorney-Mediator-Professor
P.O. Box 1385
Monterey, CA 93942
[*billmonning@gmail.com*](mailto:billmonning@gmail.com)

SEASIDE STARS SELECTION
COMMITTEE
Seaside City Hall
440 Harcourt Avenue
Seaside, CA 93955

14 March 2026

Re: NOMINATION OF REGINA MASON FOR STAR ON SEASIDE WALK OF FAME.

Dear Members of the Selection Committee:

I write in support of the nomination of REGINA MASON to be selected for a star on the Seaside Walk of Fame.

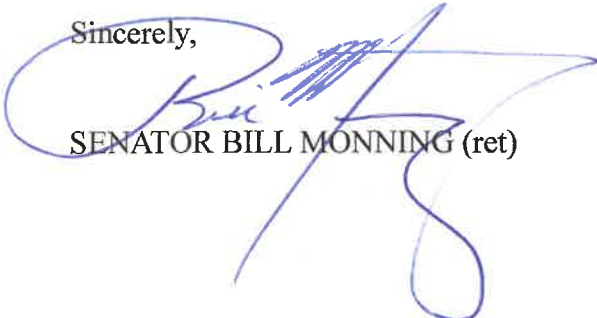
Regina Mason has been a stalwart community leader, volunteer, and activist in support of Seaside youth and all residents for decades. I was honored to select her as the 27th Assembly District Woman of the Year during my tenure in the California State Assembly.

I have known Regina for over thirty-five years and can attest to her unwavering and tireless support for young people, families, and all residents of Seaside and Monterey County. As a leader of the NAACP's Monterey County Branch, a founder and leader of the NAACP Youth Summit, a co-founder of the Village Project, Inc., and a former Monterey County Social Services case worker and supervisor, Regina Mason has made, and continues to make, extraordinary contributions to the community.

Regina has become a visible and productive force in just about every aspect of civic life in Seaside. Regina has empowered and inspired thousands of residents to excel in schools, our community, and in life. She has always led by example and is a woman who leads with care and compassion for others-always! She exemplifies the very best of Seaside!

I know Ms. Mason to be a woman of the highest moral and ethical integrity and highly recommend her for a star on the Seaside Walk of Fame. Thank you.

Sincerely,


SENATOR BILL MONNING (ret)

Friendship Baptist Church

1440 Broadway Ave.
Seaside, CA 93955

Pastor
Rev. Dr. Anthony D. Dunham, I
Deacon Chairman
Dea. Kevin Dreher
Secretary of Finances
Sis. Brittany Theus



Church: (831) 394-2966
Website: www.friendshipseaside.org
Email: friendshipseaside@gmail.com
Facebook: [FriendshipBaptistChurchSeaside](https://www.facebook.com/FriendshipBaptistChurchSeaside)
YouTube: [FriendshipBaptistChurchSeaside](https://www.youtube.com/FriendshipBaptistChurchSeaside)

March 17, 2026
Seaside Star Selection Committee
Seaside City Hall
440 Harcourt Avenue
Seaside, CA 93955

Dear Committee Members:

I am pleased to write this letter of recommendation for one of our community's most esteemed and respected community leaders – Ms. Regina Mason – to receive a "Seaside Star" on this City's Walk of Fame for 2026.

Ms. Mason is a member of Friendship Baptist Church, which, as you may know, is a church where Dr. Martin Luther King, Jr. spoke in early 1960's. In all the works Ms. Mason has carried out over many years for the betterment of this community, she is living out the legacy that great man has left us all. She is a staunch advocate for our youth as well as older adults. She is a fighter for justice and equal rights for all. Her work as a leader of the Monterey County Branch of the NAACP as well as other organizations will attest to that fact. She has received numerous awards and citations for her work.

Ms. Mason is a Social Worker. As such, she has fought for services and opportunities for disenfranchised people in our community. A lasting memorial to her dedicated service is The Village Project, Inc., an organization she co-founded to provide competent professional services to historically underserved persons and communities. For the first two years of its life from 2010 to 2012, The Village Project's Afterschool Academy was temporarily run out of this church. We have always considered The Village Project and its programs as a Ministry in our church.

We believe Ms. Mason more than meets all the criteria to be accorded a "Star" in the community where she has been a resident from the day she was born. She loves this community. This would be a great way to recognize someone who has dedicated her life to making our community a place of inclusivity and caring. In other words, a Beloved Community.

I thank you in advance for your thoughtful consideration of this recommendation for Ms. Regina Mason.

Sincerely,

Rev. Dr. Anthony D. Dunham I, Pastor
Friendship Missionary Baptist Church
Monterey Bay Baptist District Association, Moderator,

1 Cor. 2:1 "For I determined not to know anything among you, save Jesus Christ, and him crucified."

Seaside Stars Committee
440 Harcourt Ave.
Seaside, California 93955
March 9, 2026



Re: Seaside Stars - Letter of Support (Ms. Regina Mason)

Dear Star Committee Members,

I am writing to offer my support for a nomination to the "Seaside Star" 2026 Program." In preparation to submit my letter, I have reviewed the qualifying criteria noted in Seaside Stars Policy, dated July 1, 2023.

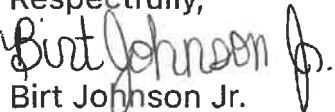
I am writing this "Letter of Support" for Ms. Regina Mason. I have known Ms. Mason for a number of years, most notably during my volunteer service on the Board of Directors for The Village Project, Inc (TVPI). My desire to serve, was due to my witnessing the personal commitment and dedication Ms. Mason demonstrated daily in living the Mission of TVPI. Ms. Mason a co-founder of TVPI, has a provided a "model" agency that others across the state are hoping to replicate. We are fortunate to have nonprofit leaders who support their organization's. It is not uncommon to observe them welcome and accept responsibility for "all" that seek their aid. Ms. Mason and her partner Mel, are both community blessings in that regard.

I believe Ms. Mason's category for eligibility while several would be appropriate, would best fit in #4 - Community and Equality. Her active membership on numerous boards, commissions and committees throughout our extended community reflect the respect her ability to provide a strategic perspective. In meetings she often has the ability to convey with purpose the historical context, present impact and future vision the City of Seaside. Across varied topics to include mental health, education and housing. She honors those who have come before us, prepare our youth of today and ensures consideration for those who will follow.

The longevity of TVPI, NAACP and the many "Consistent and Positive" accomplishments Ms. Regina has engaged are not only positive and inspirational, they offer one of the greatest gifts "Hope." I view Items 1-15 all exceeding stated requirments. Additionally, she embodies both community passion and compassion rarely equaled. I would also highlight the care and guiding hand for our youth, while ensuring they have a safe and valued learning space.

In closing, and without reservation Ms. Regina Mason is deserving of being honored by the Seaside Star Committee and the City of Seaside. Please contact me if I may provide additional information.

Respectfully,


Birt Johnson Jr.



*Certificate of Special
Congressional Recognition*

Presented to

Regina Mason

Woman of the Year-The Village Project, Inc.

*in recognition of outstanding and invaluable
service to the community.*

December 18, 2025

DATE

MEMBER OF CONGRESS
Rep. Jimmy Panetta CA 19



ROBERT RIVAS
SPEAKER OF THE ASSEMBLY

of RECOGNITION

PRESENTED TO:

Regina Mason

In recognition of your many years of service dedicated to the empowerment of others. On behalf of the 29th Assembly District and the California State Assembly, thank you for your outstanding dedication to humanitarian services. Thank you for your hard work and dedication to expanding services on the Peninsula and in the Salinas Valley.

Rx R



Certificate of Special Congressional Recognition

presented on December 18, 2025 to

Regina Mason

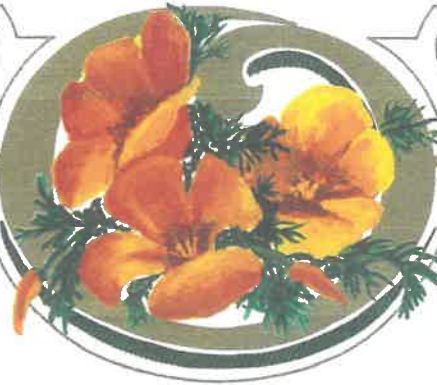
*In recognition of being honored as Woman of the Year by The Village Project Inc.
Thank you for exemplary leadership, unwavering compassion, and
extraordinary commitment to providing humanitarian
support to underserved communities throughout our community.*

A handwritten signature in blue ink, appearing to read "Zoe Lofgren", written over a horizontal line.

*Zoe Lofgren
Member of Congress*

CALIFORNIA STATE SENATE

certificate of RECOGNITION



presented to

REGINA MASON

IN RECOGNITION OF:

*Being honored as the 2025 Woman of the Year by The Village Project.
On behalf of the California State Senate and the 17th Senate District, thank you
for your outstanding service and unwavering commitment to uplifting
underserved youth, families, and communities in Monterey County.*

December 18, 2026

A handwritten signature in black ink, appearing to read "John Laird", written over a horizontal line.

SENATOR JOHN LAIRD
17th SENATE DISTRICT





CERTIFICATE OF RECOGNITION

REGINA MASON

*In honor of being named Village Project Inc. 2025
"Woman of the Year"*

*On behalf of the State of California and the 30th Assembly District, we
congratulate you on being honored as the Village Project Inc. 2025
Woman of of the year. Congratulations on this achievmenet and we
commend your commitment to our community's well-being.*

On December 18th, 2025



A handwritten signature in blue ink, reading "Dawn Addis". The signature is written over a horizontal line.

Assemblymember Dawn Addis, 30th District
Chair, Health Budget Subcommittee



MAR 26 2026

SEASIDE STARS APPLICATION

Name of Nominee: **Received** Thomas Morris Mancini Mailing Address: _____

City / State: _____ Phone: _____ E-mail: _____



Please select the nomination category (no more than one category may be selected):

Category	YES	NO	Category	YES	NO
Athletics and Competition			Arts and Performing Media		
Civics and Government	X		Community and Social Equality		
Education			Environment and Conservation		
Journalism and Literature			Outstanding Achievement		

Has the nominee served as a Member of the Seaside City Council, or as a City Employee?

YES	NO
X	

If yes, when did they serve? 1994 - 2020

The Seaside Stars nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

Criteria	YES	NO	Criteria	YES	NO
A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.					
Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.	X		Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.		
Bringing positive recognition to the city on a local, national, or global stage.	X		Volunteering or working in the community for five (5) or more years.	X	
Contributing to the quality of life of our citizens.			Providing economic development or redevelopment activity.		
Enhancing Seaside as a place to live, work, or visit.	X		Contributing significant historical impact.		
Fostering the spirit of our community.	X		Extraordinary effort to overcome challenges to achieve contribution.		
Making lasting and significant contributions to the protection of			Contributing to the health and safety of our citizens.		



natural or cultural resources of the City of Seaside.				
Providing positive opportunities for the future of our youth.	X		Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.	

Question	YES	NO
Is the Nominee aware of the Seaside Stars nomination? **This question is informational and not related to the criteria section**		X

If no, please explain why:

The nominee passed away on June 30, 2025

Please provide written justification supporting your nomination for the Seaside Stars or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

Thomas Mancini has demonstrated decades of dedicated public service and community service

leadership, reflecting a lasting commitment to the City of Seaside and the greater Monterey Peninsula.

First elected to the Seaside City Council in November 1994 and re-elected in 1998 and 2002, he served

the community from 1994 to 2010, including service as Mayor Pro Tem from 1999 to 2001.

see attached for additional information.

Please provide a list of community groups and organizations that you have consulted for this nomination.

If you have any questions, please call the Recreation Department at (831) 899-6800.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955
Email: cityclerk@ci.seaside.ca.us, Subject: Seaside Stars Application

Continued justification;

During his tenure on the City Council, Mr. Mancini also served as Chairperson of the Seaside Traffic Advisory Committee from 1995 to 2002 and as Alternate Board Member on the Seaside County Sanitation District from 2006 to 2010. He represented the City of Seaside on numerous regional boards and agencies, including the Fort Ord Reuse Authority (FORA) from 1995 to 2010, Monterey-Salinas Transit (MST) from 1995 to 2010, the Association of Monterey Bay Area Governments (AMBAG) from 1995 to 2000, the Monterey Regional Waste Management District from 1995 to 2002, and the LOCC Tax/Revenue Committee from 1995 to 2000. He also served as a member of the Water Ad Hoc Committee for the Marina Coast Water District from 2006 to 2007.

While serving on the Monterey-Salinas Transit Board, Mr. Mancini was elected Vice-Chair for three years and was instrumental in extending MST bus service onto the Presidio, significantly improving commuter access and helping to reduce traffic congestion. In addition, he served as FORA's ex-officio representative to the Veterans' Cemetery Advisory Committee.

Beyond his elected service, Mr. Mancini has extensive public sector experience. From 1992 to 2003, he served the Monterey Peninsula Unified School District as a full-time substitute teacher, contributing to the education and development of local students until his retirement in June 2003.

Mr. Mancini has also maintained long-standing community involvement. Since 1995, he has served as an Advisory Board Member to the Veterans' Transition Center. His memberships include Vietnam Veterans of Monterey County, Sea Mont VFW Post 6359, LULAC, AARP, and Monterey Lodge 2003 (Sons of Italy in America).

Underscoring his commitment to effective leadership and regional collaboration, Mr. Mancini graduated from the League of California Cities' Elected Officials Leadership Academy.

His long-standing service, broad public sector experience, regional leadership, and positive impact on local governance, transportation, veterans' services, and education make Thomas Mancini a highly deserving nominee for Seaside Stars recognition.

Board of Directors

February 10, 2026

Esteban Calderón
President

Seaside Stars Award Selection Committee
440 Harcourt Avenue
Seaside, CA 93955

Brenda Granillo
Arreola
Vice President

RE: Thomas Mancini

David Warner
Treasurer

This letter is in enthusiastic support of awarding former Seaside Council member Tom Mancini (posthumously) a star on Seaside's walk of fame.

Bryan Kiefer
Secretary

Reb JH Close, MD

Julie Edgcomb

Mark Kooiman

Debra McAlahney

David Wheeler

After retiring from government service, Tom was hired by Sun Street Centers to support our PARTS Coalition in Seaside. Sun Street Centers mission is to prevent alcohol and drug addiction through education, treatment and recovery services to individuals and families regardless of income level. The initiative of the PARTS Coalition is to Prevent Alcohol Related Trauma in Seaside. As the coordinator the Coalition, Tom convened monthly meetings with many community volunteers and sectors to help create action plans to make a difference in Seaside. Throughout the month, he would successfully work with local school, the hospital, law enforcement, parents, teens, and businesses on strategies to support teens and families. A consummate educator, Tom always wanted to make sure kids had the tools to make healthy decisions and parents had support to deal with trauma. Tom worked for us for several years in the 2010s and continued to support as a volunteer after he fully retired.

Tom is an example of a dedicated community member who truly loved his city!

Sincerely,



Anna Foglia, CEO
Sun Street Centers
11 Peach Dr
Salinas CA 93901
831-901-5484 (cell)
afoglia@sunstreet.org



11 Peach Drive
Salinas, CA 93901

p 831.753.5135
f 831.753.6005

www.sunstreetcenters.org



prevention . education . counseling . recovery



**LEGAL SERVICES
for Seniors**

11 Thomas Owens Way Suite 101
Monterey, CA 93940
T (831) 899.0492
F (831) 401.3185
lssmc.net

25 March 2026

City of Seaside
440 Harcourt Ave.
Seaside, California 93955

Re: Letter of Support Tom Mancini/Stars

It was my privilege and honor to have known City Council Member Tom Mancini for 30 years before his death. I knew and followed Mr. Mancini's work as a community leader for Seaside:

- Supporting Legal Services for Seniors located at 915 Hilby Avenue
- Supporting Oldemeyer Center and its funding on Hilby Avenue
- Supporting sound budget decisions for the citizens of Seaside while he served as Mayor Pro Tempore
- Supporting Civic Programs in Seaside for LULAC and NCAAP

As a former Monterey County Superior Court Judge, I had the distinct pleasure of swearing in Mr. Mancini several times when he took the Oath of Office for City Council Member.

Sincerely,

Albert H. Maldonado
Legal Services for Seniors
Pro Bono Attorney

RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE SEASIDE STAR ADHOC COMMITTEE AND STAFF RECOMMENDATIONS FOR IMPLEMENTATION, DESIGN, INSTALLATION AND POLICY

WHEREAS, The Seaside Stars policy was approved by the City Council on February 3, 2022. The "Seaside Stars" will provide a unique attraction that enhances and encourages a walkable downtown; and

WHEREAS, each star (aka plaque) will honor local Seaside residents and serve as a living historical record of our achievements as a community; and

WHEREAS, The ultimate goal is to honor those individuals who have made a significant and lasting contribution to the quality of life – who have, indeed, cast a long shadow on Seaside's history; and

WHEREAS, The purpose of the ad hoc committee is to make recommendations on the design of the plaque and to assist staff regarding placement recommendations on Broadway for the each cycle of the program; and

WHEREAS, the ad hoc committee is recommending the following community members to receive a plaque on the Broadway Avenue for the fifth cycle:

- | | |
|--------------------------------|-------------------------------|
| • Mayor Beauford T. Anderson | Civics & Government |
| • Councilmen Thomas M. Mancini | Civics & Government |
| • Regina Mason | Community and Social Equality |
| • Catherine Crockett | Environment & Conservation |

WHEREAS, the Seaside Stars unveiling will be held on a Saturday once the plaques have been fully installed which will be a wonderful opportunity to activate our downtown. Staff is proposing a block party with a Seaside Star induction ceremony with an invitation to the community to see our new star recipients; and

WHEREAS, FMG Custom Concrete has installed the previous phases of the Seaside Stars project. One 14"x14" plaque is \$XXXXXX five plaques will be \$XXXXXX; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby direct the City of Seaside City Manager to accept and execute on behalf of the City Council, the Seaside Star ad-hoc committee and staff recommendations for implementation, and installation.

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

Sheri L. Damon, City Attorney



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
SEASIDE STARS+ PLAQUE INSTALLATION**

This agreement is made by and between the City of Seaside (City), and FMG Custom Concrete (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed TWENTY SIX THOUSAND EIGHT HUNDRED SIXTY FOUR DOLLARS (\$26,864.00)
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts. FMG can invoice for a down payment of 10% (of the project), which will go towards the overall cost of installation services.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on June 18, 2026 and terminate March 31, 2027.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages,

costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

- I. **Duty to Defend:** In the event the Agency, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this agreement, and upon demand by Agency, Consultant shall defend the Agency at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.
- J. **Insurance:** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows;

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

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

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in

connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

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

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

K. Project Management. The (Contract Manager) will represent the City for all purposes under this Agreement. Dan Meewis, Recreation Director, is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.

L. Ownership of Work Product:

- a. Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.
- b. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

M. Assignment

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, FMG Custom Concrete, American Metal works and Monterey Signs shall perform the services described in this Agreement.
- b. FMG Custom Concrete may use assistants under his/her supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of American Metal works and Monterey Signs from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate

this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Engineer and the Consultant.

N. Conflict of Interest

- a. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.
- b. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.

O. Miscellaneous:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____

CONSULTANT

By: Fermin Gonzales

Title: CEO FMG Custom Concrete

Address: _____

Dated: _____, 2022

City of Seaside:

By: Greg McDanel

Title: City Manager

Attachments:

Exhibit A

Exhibit B

Scope of Work

Consultant's Estimate of Services

Exhibit A

Scope of Work

1. Creation and installation of concrete "star" plaques on Broadway Avenue between Fremont and Del Monte.
2. Stars will be installed at the intersections of Broadway and Calaveras, Alhambra and Hillsdale.
3. Five new stars will be installed
4. FMG will work with City Staff on the exact placement locations before installation.
5. When installing the plaques
 - a. The contractor will match the existing saw cut lines. If the contractor cuts past the square for the walk of fame star, they will need to notify the City and patch the area as needed.
 - b. If the rebar is cut during the installation, the contractor will tie rebar back into the existing.
 - c. If the cut rebar is epoxy coated, contractor must apply epoxy to cut ends before the rebar is tied in the existing.

Map of installation 4th Class



Exhibit B Consultant's Estimate of Services



California State License Board
P.O. Box 26000
Sacramento, C.A. 95826
C.A. LIC# 1010708

Estimate for City of Seaside

Wednesday, June 10, 2026

Broadway walk of fame concrete plaques
14 x 14 concrete square with brass inlay design

Estimate price per concrete plaque..... 6,716

Price includes-

- . All materials
- . Cutting concrete for plaque
- . Demo out of old concrete
- . Haul away of broken concrete
- . Brass star inlay
- . Brass seahorse
- . 1.5 inch high brass letters (rate is at \$45 each letter)
- . 6.75 inch precision tool brass icon
- . Colored concrete
- . Set up concrete form
- . install steel rebar
- . Pour black concrete on outer star
- . Pour blue concrete on interior of star
- . Install inlay brass pieces
- . Strip all concrete forms
- . Install finished concrete plaque in city sidewalk
- . All clean up

FMG CUSTOM CONCRETE
1222 PROSPECT ST. SEASIDE CA.
93955
OFFICE: (831) 884-5999
CELL: (831) 869-1607



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: June 18, 2026

**SUBJECT: CONSIDER APPROVAL OF NEIGHBORHOOD IMPROVEMENT
COMMISSION RECOMMENDATIONS AND CITY COUNCIL
ALLOCATIONS FOR TRANSIENT OCCUPANCY TAX-FUNDED
NEIGHBORHOOD IMPROVEMENT PROJECTS**

RECOMMENDATION

Approve or modify the Neighborhood Improvement Commission's recommended FY 2026-2027 project list; select projects for the City Council's allocation; and direct staff to proceed with implementation.

BACKGROUND

The primary objective of the Neighborhood Improvement Commission (NIC) is "to make recommendations to the City Council on ways to improve the appearance of the city and elicit voluntary cooperation to beautify and minimize vandalism in the city." In accomplishing this objective, the NIC seeks input from Seaside residents, community volunteer groups, and collaborative efforts with other boards and commissions.

In July 2018, the City Council adopted Ordinance No. 1054 which directed 50% of all transient occupancy tax (TOT) generated by short-term rentals (STRs) to be directed toward community and park improvements, with the Neighborhood Improvement Commission providing recommendations to the Council for consideration and approval.

Since January 2026, the NIC has held multiple meetings regarding STR TOT fund allocation for Fiscal year 2026-2027 to make recommendations to the City Council. Staff has also provided additional recommendations for the Council's consideration for potential projects that were not selected by the Commission.

For Fiscal Year 2026-2027, the NIC allocation is \$393,000, which must be spent or encumbered by June 30, 2027. The City Council also has a separate allocation of approximately \$171,541 for Council-selected neighborhood improvement projects.

FY 2026/2027 - Available funding to be spent / encumbered by June 30, 2027: \$393,000

Recommendations of NIC:

Solar Powered Bench	\$ 8,000.00
Seaside Stars QR code Plaques/signs	\$ 7,500.00
Cutino Park Basketball Court (Seal & Strip)	\$ 20,000.00
Pet Waste Stations	\$ 5,000.00
South Del Monte Landscaping Medians	\$ 10,000.00
Seaside Gateway Sign & Fence	\$ 22,000.00
Trinity Park Entry Improvements	\$ 28,500.00
Heermann's Gull Awareness Signs	\$ 2,000.00
Green House of the Month Program	\$ 2,500.00
Boulders for FOSPA Parks	\$ 5,000.00
Pathway Improvements (Havana-Soliz)	\$ 100,000.00
Tree Give-Away	\$ 5,000.00
Annual allocation for Benches	\$ 15,000.00
Annual allocation for Utility Boxes	\$ 10,000.00
Design for a mural on the Caltrans right of way — Highway 1 and Fremont BLVD	\$ 20,000.00
Welcome banners	\$ 2,000.00
Raised Flower Beds Havana Soliz & Capra Parks	\$ 2,500.00
Banners for dumpsters	\$ 1,200.00
Triangle Landscaping at San Pablo and Baker	\$ 30,243.73
Encanto Park Improvements	\$ 20,000.00
Mescal Neil Service Road Improvements	\$ 40,000.00
Seaside High Tennis Court Improvements	\$ 40,000.00
TOTAL	\$396,443.73

Additional recommendations for potential projects that were not selected:

1. \$10,000 Holiday Lights on Broadway
2. \$15,000 Color Changing LED lights for the Seaside Library and Oldemeyer Center
3. \$15,000 Shade Structure at Durant Park
4. \$10,000 for the Canyon Del Rey Gateway project
5. \$100,000 for the Mural on the Caltrans right of way at Highway 1 and Fremont BLVD

In addition, the City Council will determine which projects, if any, to fund with the Council's separate allocation of approximately \$171,541. Council may choose to fund projects from the NIC recommended list, the additional potential project list, or other eligible neighborhood improvement projects identified during Council discussion. Council may also elect to return all or a portion of the allocation to the General Fund.

FISCAL IMPACT

The Fiscal Year 2026-2027 budget included \$393,000.00 for the Neighborhood Improvement Commission-recommended projects and \$171,541.00 for City Council-selected projects. Unspent or unencumbered funds of the Commission do not automatically roll forward to the subsequent budget year unless a project is under contract prior to June 30, 2027.

STRATEGIC PRIORITY

Diverse and Inclusive Community, Community Safety & Quality of Life

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.C.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: June 18, 2026

SUBJECT: **ADOPT A RESOLUTION APPROVING THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PLANS AND SPECIFICATIONS, AWARDING A CONSTRUCTION AGREEMENT TO THE DON CHAPIN CO. FOR AN AMOUNT NOT TO EXCEED \$12,176,375.00, APPROVING A REIMBURSEMENT AGREEMENT WITH THE SEASIDE COUNTY SANITATION DISTRICT FOR BROADWAY SEWER UPGRADES, APPROVING A CONSTRUCTION MANAGEMENT & INSPECTION SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR AN AMOUNT NOT TO EXCEED \$1,638,529.00, AND APPROVING AND AMENDMENT FOR DESIGN SERVICES DURING CONSTRUCTION TO THE KIMLEY-HORN AND ASSOCIATES, INC. PSA FOR AN AMOUNT NOT TO EXCEED \$388,034.00**

RECOMMENDATION

Approve Project Plans and Specifications, award a construction agreement, approve a reimbursement agreement, and construction related consultant agreements.

BACKGROUND

The Broadway Avenue Complete Streets Corridor Improvements (Project) will implement a road diet along Broadway Avenue from Fremont Boulevard to General Jim Moore Boulevard, reducing the roadway from four lanes to two lanes. The Project includes roadway reconfiguration and striping; construction of seven roundabouts, curb extensions, and median improvements; installation of Americans with Disabilities Act (ADA)–compliant curb ramps; sidewalk and concrete improvements; street lighting;

drainage modifications; signage and pavement markings; streetscape enhancements; and sanitary sewer upgrades. Sewer upgrades were added to the Project and provide significant efficiencies by avoiding future trenching and reconstruction of newly improved pavement, reducing overall construction costs through shared mobilization, traffic control, and restoration efforts, and minimizing repeated disruption to traffic and the surrounding community.

Project design began in 2023, focusing primarily on creating safety improvements and offering improved multi-modal transportation options. The City held community outreach meetings coordinated with Martin Luther King Jr. School of the Arts, Seaside Fire, Monterey Salinas Transit, and set up multiple simulations to test designs. Models were created to demonstrate traffic flow and emergency response. The final design includes improved aesthetics, landscaping, and architectural features continuing the lower Broadway improvements.

The City secured construction funding in the amount of \$9.45M from the Active Transportation Program administered by Caltrans and \$4M from the Regional Surface Transportation Program administered by the Transportation Agency for Monterey County for a total amount of \$13.45M in construction funding for the corridor improvements. The upgrades to the sewer project will be paid by the Seaside County Sanitation District.

The Project Plans and Specifications were completed in March and packaged with the sewer plans. The Project was advertised for public bidding on April 9, 2026. A mandatory pre-bid meeting was held on April 23, 2026, with 13 prospective bidders in attendance, and a total of 5 bids were received on May 21, 2026.

The basis of the award includes corridor improvements (Schedules A–D) and sewer improvements within substantial restoration areas (Schedules E–J and O). Additive sewer improvements are included in Schedules K–N. The Total Project cost is the combination of the basis of award and additive sewer upgrades, Schedules A–O. Table 1 below shows the bid comparison from the responsive bidders.

Table 1: Bid Comparison

Bidder	Basis of Award Schedules A- D and Sewer Upgrades Schedule E-J & O	Additive Sewer Upgrades Schedules K, L, M, & N	Total Project Costs
The Don Chapin Co. Salinas, CA	\$11,277,375.00*	\$899,000.00	\$12,176,375.00
Monterey Peninsula Engineering	\$12,544,698.00	\$1,040,800.00	\$13,585,498.00

Marina, CA			
Precision Grade	\$13,552,317.00	\$700,225.00	\$14,252,542.00
Salinas, CA			
McGuire and Hester	\$14,780,144.00	\$1,095,965.00	\$15,87,109.00
Oakland, CA			
Granite Rock Co.	\$18,393,442.50	\$1,754,510.00	\$20,148,952.00
San Jose, CA			

*Corrected from original submission

The bids were reviewed by city staff and minor irregularities were identified. Public agencies may waive informalities or minor irregularities in a bid as long as they do not give a competitive advantage to a bidder over others. City staff identified a minor irregularity which reduced The Don Chapin Co. bid by \$625.00. Based upon the bids received, The Don Chapin Co. (Chapin) is determined to be the lowest, responsive, responsible bidder. Chapin has completed several similar types of projects and has the reputation and work force necessary to complete this project.

On June 9, 2026, the Seaside County Sanitation District (SCSD) Board approved a reimbursement agreement to fund all sewer bid schedules for the sewer upgrades on Broadway Avenue. Consultant's will perform construction management and inspections services. The reimbursement agreement defines the roles and fiduciary responsibilities of both agencies and identifies SCSD as responsible for utility improvements in accordance with Sections 673 and 680 of the California Streets and Highways Code. Under the agreement, SCSD will reimburse the City for all sewer-related construction costs, including a proportionate share of mobilization, traffic control, water pollution control, construction staking, and construction management and inspection services. Reimbursement will be based on actual bid prices, including a contingency for sewer improvements, and proportional contract support costs. The estimated reimbursement from SCSD for its share of construction and related services is \$2,968,000.00.

In support of the construction phase, Kimley Horn Associate will provide Design Services During Construction (DSDC) and Harris & Associates (Harris) will provide Construction Management and Inspection Services. Both consultants were selected through a Request for Qualifications/Proposal process. KHA designed the Project improvements and provided a proposal for DSDC for a total of \$388,034.00 over the course of the construction and through project completion. Harris was selected to provide Construction Management and Inspection Services for the project for an amount not to exceed \$1,638,529.00.

ENVIRONMENTAL REVIEW

The Project's limits of construction are located in an urbanized area void of riparian habitat, wetlands, fisheries, or otherwise biologically sensitive habits and the Project will

not impact or alter any historic structures or examples of the area's history or pre-history. Improvements will be implemented within the existing public right of way with no expansion of the existing roadway and therefore categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c) Existing Facilities.

FISCAL IMPACT

The construction agreement with The Don Chapin Co. is for an amount not to exceed \$12,176,375.00, plus a construction contingency of ~13% or \$1,528,625.00, for a total Project construction costs of \$13,705,000.00. The Broadway Avenue Complete Street Corridor Improvements Project is in the adopted FY 25/26 Capital Improvement Program as work is funded through RSTP and ATP grants with an available budget of \$13,450,000.00 and \$2,968,000.00 from the Sanitation District for a total Project budget is \$16,418,000.00. There are sufficient funds in the Broadway Avenue Corridor Improvement project account No. 212-8950-9600 and the Broadway Avenue Sewer Upgrades project account No. 953-8820-9319 for the construction agreement, design services during construction, and construction management and inspection services as outlined above.

STRATEGIC PRIORITY

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

ATTACHMENTS

1. Resolution
2. Chapin Construction Agreement
3. KHA DSDC DRAFT PSA Amendment 1
4. Harris CM Services PSA
5. Reimbursement Agreement with Exhibit A
6. Plans
7. Specifications
8. Addendum 1
9. Addendum 2
10. Addendum 3
11. Addendum 3 Revised Plan Sheets dated 05-07-2026
12. Addendum 4

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 BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PLANS AND SPECIFICATIONS, AWARDING A CONSTRUCTION AGREEMENT TO THE DON CHAPIN CO. FOR AN AMOUNT NOT TO EXCEED \$12,176,375.00, APPROVING A REIMBURSEMENT AGREEMENT WITH THE SCSD FOR BROADWAY SEWER UPGRADES, APPROVING A CONSTRUCTION MANAGEMENT & INSPECTION SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR AN AMOUNT NOT TO EXCEED \$1,638,529.00, AND APPROVING AND AMENDMENT FOR DESIGN SERVICES DURING CONSTRUCTION TO THE KIMLEY HORN AND ASSOCIATES, INC. PSA FOR AN AMOUNT NOT TO EXCEED \$388,034.00

WHEREAS, the Broadway Avenue Complete Street Corridor Improvements Project (Project) is located within the public right-of-way along Broadway Avenue from Fremont Boulevard to General Jim Moore Boulevard and along Yosemite Street from San Pablo Avenue to Wanda Avenue; and,

WHEREAS, the Project includes construction of a 1.3-mile road diet on Broadway Avenue, converting the existing four-lane roadway to two lanes with curb extensions, buffered and protected bicycle facilities, roundabouts, and Safe Routes to School improvements. Yosemite Street improvements include bicycle pavement markings, signage, curb extensions, and high-visibility crosswalks; and,

WHEREAS, The Project including construction, design/engineering, and construction management services are fully funded by a combination of grants including an Active Transportation Program (ATP) award of approximately \$12,000,000.00, and a Transportation Agency for Monterey County (TAMC) Regional Surface Transportation Program (RSTP) of \$4,600,000.00; and,

WHEREAS, The Project was designed by Kimley Horn and Associates, Inc., and an amendment to the design agreement is needed to fund design services during construction; and,

WHEREAS, The Seaside County Sanitation District (SCSD) designed Broadway Avenue Sewer Upgrades which were bid jointly with the Project; and,

WHEREAS, on June 9, 2026, SCSD approved a reimbursement agreement paying its share of probable costs up to \$2,968,000.00 as outlined in Exhibit A funded from the Broadway Avenue Sewer Upgrades (Account No. 953-8820-9319); and,

WHEREAS, On January 29th, 2026 a request for proposal for Construction Management Services related to the Project was advertised, and Harris & Associates Inc. was selected as the best qualified firm; and,

WHEREAS, the Project including the sewer upgrades were advertised for public bidding on April 9, 2026 and bids were received on May 21, 2026; and,

WHEREAS, on May 21, 2026, 5 bids were received and The Don Chapin Co. is the lowest, responsive, responsible bidder with a total Project bid amount of \$12,176,375.00; and,

WHEREAS, The Don Chapin Co. has successfully completed projects for the City of Seaside in the past and they have the experience and work force necessary to complete this Project; and,

WHEREAS, there are sufficient funds in the Broadway Avenue Complete Street account No. 212-8950-9600 and Broadway Sewer Upgrades account No. 953-8820-9319 totaling \$16,418,000.00 to support the project construction costs; and,

WHEREAS, the Project's and limits of construction are located in an urbanized area void of riparian habitat, wetlands, fisheries, or otherwise biologically sensitive habits, and the Project will not impact or alter any historic structures or examples of the area's history or pre-history. Improvements will be implemented within the existing public right of way with no expansion of the existing roadway and therefore categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c) Existing Facilities;

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

1. Approve the Broadway Avenue Complete Street Corridor Improvement Plans and Specifications dated April 9, 2026 and subsequent addenda; and,
2. Accepts the lowest responsive and responsible bid from the Don Chapin Company Inc. waving minor bid irregularities; and,
3. Authorizes the City Manager to execute a construction agreement with The Don Chapin Co. for an amount not to exceed \$12,176,375.00 plus an additional construction contingency for written amendments, extensions, and change orders to the construction agreement outlined above such that the full value may not exceed \$13,705,000.00; and,
4. Authorizes the City Manager to execute a reimbursement agreement, as approved with minor edits by the City Attorney, with the Seaside County Sanitation District to fund the Broadway Sewer Upgrades (953-8820-9319) included in the Broadway Avenue Complete Street Corridor Improvements (212-8950-9600) as outlined in Exhibit A;

5. Authorizes the City Manager to execute an amendment to the professional service agreement with Kimley Horn and Associates, Inc. for design services during construction for an amount not to exceed \$388,034.00; and,
6. Authorizes the City Manager to execute a professional service agreement with Harris & Associates Inc. for Construction Management and Inspection Services for an amount not to exceed \$1,638,529.00; and,
7. Finds the Project to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c) Existing Facilities.

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

June 18, 2026
City Council Regular Meeting

Item 9C

ADOPT A RESOLUTION APPROVING THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PLANS AND SPECIFICATIONS, AWARDED A CONSTRUCTION AGREEMENT TO THE DON CHAPIN CO. FOR AN AMOUNT NOT TO EXCEED \$12,176,375.00, APPROVING A REIMBURSEMENT AGREEMENT WITH THE SEASIDE COUNTY SANITATION DISTRICT FOR BROADWAY SEWER UPGRADES, APPROVING A CONSTRUCTION MANAGEMENT & INSPECTION SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR AN AMOUNT NOT TO EXCEED \$1,638,529.00, AND APPROVING AND AMENDMENT FOR DESIGN SERVICES DURING CONSTRUCTION TO THE KIMLEY-HORN AND ASSOCIATES, INC. PSA FOR AN AMOUNT NOT TO EXCEED \$388,034.00

[Attachment 2 Chapin Construction Agreement](#)

June 18, 2026
City Council Regular Meeting

Item 9C

ADOPT A RESOLUTION APPROVING THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PLANS AND SPECIFICATIONS, AWARDING A CONSTRUCTION AGREEMENT TO THE DON CHAPIN CO. FOR AN AMOUNT NOT TO EXCEED \$12,176,375.00, APPROVING A REIMBURSEMENT AGREEMENT WITH THE SEASIDE COUNTY SANITATION DISTRICT FOR BROADWAY SEWER UPGRADES, APPROVING A CONSTRUCTION MANAGEMENT & INSPECTION SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR AN AMOUNT NOT TO EXCEED \$1,638,529.00, AND APPROVING AND AMENDMENT FOR DESIGN SERVICES DURING CONSTRUCTION TO THE KIMLEY-HORN AND ASSOCIATES, INC. PSA FOR AN AMOUNT NOT TO EXCEED \$388,034.00

[Attachment 3 KHA DSDC DRAFT PSA Amendment 1](#)

June 18, 2026
City Council Regular Meeting

Item 9C

ADOPT A RESOLUTION APPROVING THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PLANS AND SPECIFICATIONS, AWARDED A CONSTRUCTION AGREEMENT TO THE DON CHAPIN CO. FOR AN AMOUNT NOT TO EXCEED \$12,176,375.00, APPROVING A REIMBURSEMENT AGREEMENT WITH THE SEASIDE COUNTY SANITATION DISTRICT FOR BROADWAY SEWER UPGRADES, APPROVING A CONSTRUCTION MANAGEMENT & INSPECTION SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR AN AMOUNT NOT TO EXCEED \$1,638,529.00, AND APPROVING AND AMENDMENT FOR DESIGN SERVICES DURING CONSTRUCTION TO THE KIMLEY-HORN AND ASSOCIATES, INC. PSA FOR AN AMOUNT NOT TO EXCEED \$388,034.00

[Attachment 4 Harris CM Services PSA](#)

June 18, 2026
City Council Regular Meeting

Item 9C

ADOPT A RESOLUTION APPROVING THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PLANS AND SPECIFICATIONS, AWARDED A CONSTRUCTION AGREEMENT TO THE DON CHAPIN CO. FOR AN AMOUNT NOT TO EXCEED \$12,176,375.00, APPROVING A REIMBURSEMENT AGREEMENT WITH THE SEASIDE COUNTY SANITATION DISTRICT FOR BROADWAY SEWER UPGRADES, APPROVING A CONSTRUCTION MANAGEMENT & INSPECTION SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR AN AMOUNT NOT TO EXCEED \$1,638,529.00, AND APPROVING AND AMENDMENT FOR DESIGN SERVICES DURING CONSTRUCTION TO THE KIMLEY-HORN AND ASSOCIATES, INC. PSA FOR AN AMOUNT NOT TO EXCEED \$388,034.00

[Attachment 5 Reimbursement Agreement](#)

June 18, 2026
City Council Regular Meeting

Item 9C

ADOPT A RESOLUTION APPROVING THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PLANS AND SPECIFICATIONS, AWARDING A CONSTRUCTION AGREEMENT TO THE DON CHAPIN CO. FOR AN AMOUNT NOT TO EXCEED \$12,176,375.00, APPROVING A REIMBURSEMENT AGREEMENT WITH THE SEASIDE COUNTY SANITATION DISTRICT FOR BROADWAY SEWER UPGRADES, APPROVING A CONSTRUCTION MANAGEMENT & INSPECTION SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR AN AMOUNT NOT TO EXCEED \$1,638,529.00, AND APPROVING AND AMENDMENT FOR DESIGN SERVICES DURING CONSTRUCTION TO THE KIMLEY-HORN AND ASSOCIATES, INC. PSA FOR AN AMOUNT NOT TO EXCEED \$388,034.00

[Attachment 6 Plans](#)

June 18, 2026
City Council Regular Meeting

Item 9C

ADOPT A RESOLUTION APPROVING THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PLANS AND SPECIFICATIONS, AWARDED A CONSTRUCTION AGREEMENT TO THE DON CHAPIN CO. FOR AN AMOUNT NOT TO EXCEED \$12,176,375.00, APPROVING A REIMBURSEMENT AGREEMENT WITH THE SEASIDE COUNTY SANITATION DISTRICT FOR BROADWAY SEWER UPGRADES, APPROVING A CONSTRUCTION MANAGEMENT & INSPECTION SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR AN AMOUNT NOT TO EXCEED \$1,638,529.00, AND APPROVING AND AMENDMENT FOR DESIGN SERVICES DURING CONSTRUCTION TO THE KIMLEY-HORN AND ASSOCIATES, INC. PSA FOR AN AMOUNT NOT TO EXCEED \$388,034.00

[Attachment 7 Specifications](#)

June 18, 2026
City Council Regular Meeting

Item 9C

ADOPT A RESOLUTION APPROVING THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PLANS AND SPECIFICATIONS, AWARDING A CONSTRUCTION AGREEMENT TO THE DON CHAPIN CO. FOR AN AMOUNT NOT TO EXCEED \$12,176,375.00, APPROVING A REIMBURSEMENT AGREEMENT WITH THE SEASIDE COUNTY SANITATION DISTRICT FOR BROADWAY SEWER UPGRADES, APPROVING A CONSTRUCTION MANAGEMENT & INSPECTION SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR AN AMOUNT NOT TO EXCEED \$1,638,529.00, AND APPROVING AND AMENDMENT FOR DESIGN SERVICES DURING CONSTRUCTION TO THE KIMLEY-HORN AND ASSOCIATES, INC. PSA FOR AN AMOUNT NOT TO EXCEED \$388,034.00

[Attachment 8 Addendum 1](#)

June 18, 2026
City Council Regular Meeting

Item 9C

ADOPT A RESOLUTION APPROVING THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PLANS AND SPECIFICATIONS, AWARDING A CONSTRUCTION AGREEMENT TO THE DON CHAPIN CO. FOR AN AMOUNT NOT TO EXCEED \$12,176,375.00, APPROVING A REIMBURSEMENT AGREEMENT WITH THE SEASIDE COUNTY SANITATION DISTRICT FOR BROADWAY SEWER UPGRADES, APPROVING A CONSTRUCTION MANAGEMENT & INSPECTION SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR AN AMOUNT NOT TO EXCEED \$1,638,529.00, AND APPROVING AND AMENDMENT FOR DESIGN SERVICES DURING CONSTRUCTION TO THE KIMLEY-HORN AND ASSOCIATES, INC. PSA FOR AN AMOUNT NOT TO EXCEED \$388,034.00

Attachment 9 Addendum 2

June 18, 2026
City Council Regular Meeting

Item 9C

ADOPT A RESOLUTION APPROVING THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PLANS AND SPECIFICATIONS, AWARDING A CONSTRUCTION AGREEMENT TO THE DON CHAPIN CO. FOR AN AMOUNT NOT TO EXCEED \$12,176,375.00, APPROVING A REIMBURSEMENT AGREEMENT WITH THE SEASIDE COUNTY SANITATION DISTRICT FOR BROADWAY SEWER UPGRADES, APPROVING A CONSTRUCTION MANAGEMENT & INSPECTION SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR AN AMOUNT NOT TO EXCEED \$1,638,529.00, AND APPROVING AND AMENDMENT FOR DESIGN SERVICES DURING CONSTRUCTION TO THE KIMLEY-HORN AND ASSOCIATES, INC. PSA FOR AN AMOUNT NOT TO EXCEED \$388,034.00

[Attachment 10 Addendum 3](#)

June 18, 2026
City Council Regular Meeting

Item 9C

ADOPT A RESOLUTION APPROVING THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PLANS AND SPECIFICATIONS, AWARDED A CONSTRUCTION AGREEMENT TO THE DON CHAPIN CO. FOR AN AMOUNT NOT TO EXCEED \$12,176,375.00, APPROVING A REIMBURSEMENT AGREEMENT WITH THE SEASIDE COUNTY SANITATION DISTRICT FOR BROADWAY SEWER UPGRADES, APPROVING A CONSTRUCTION MANAGEMENT & INSPECTION SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR AN AMOUNT NOT TO EXCEED \$1,638,529.00, AND APPROVING AND AMENDMENT FOR DESIGN SERVICES DURING CONSTRUCTION TO THE KIMLEY-HORN AND ASSOCIATES, INC. PSA FOR AN AMOUNT NOT TO EXCEED \$388,034.00

[Attachment 11 Addendum 3 Revised Plan Sheets dated 05-07-2026](#)

June 18, 2026
City Council Regular Meeting

Item 9C

ADOPT A RESOLUTION APPROVING THE BROADWAY AVENUE COMPLETE STREET CORRIDOR IMPROVEMENT PLANS AND SPECIFICATIONS, AWARDED A CONSTRUCTION AGREEMENT TO THE DON CHAPIN CO. FOR AN AMOUNT NOT TO EXCEED \$12,176,375.00, APPROVING A REIMBURSEMENT AGREEMENT WITH THE SEASIDE COUNTY SANITATION DISTRICT FOR BROADWAY SEWER UPGRADES, APPROVING A CONSTRUCTION MANAGEMENT & INSPECTION SERVICES AGREEMENT WITH HARRIS & ASSOCIATES INC. FOR AN AMOUNT NOT TO EXCEED \$1,638,529.00, AND APPROVING AN AMENDMENT FOR DESIGN SERVICES DURING CONSTRUCTION TO THE KIMLEY-HORN AND ASSOCIATES, INC. PSA FOR AN AMOUNT NOT TO EXCEED \$388,034.00

[Attachment 12 Addendum 4](#)



CITY OF SEASIDE STAFF REPORT

Item No.: 9.D.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: June 18, 2026

SUBJECT: ADOPT A RESOLUTION AUTHORIZING FISCAL YEAR 2026-2027 STREET REPAIR PROJECT LIST TO BE FUNDED IN PART WITH SB1: THE ROAD MAINTENANCE REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS, AND AUTHORIZING SUBMISSION TO THE CALIFORNIA TRANSPORTATION COMMISSION

RECOMMENDATION

Authorize staff to submit a SB 1 Project List.

BACKGROUND

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide.

SB1 places accountability and compliance requirements on jurisdictions in order to exhibit the effectiveness of the program. The City must adopt, by resolution, a list of projects proposed to receive fiscal year funding in part from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1. The City of Seaside RMRA revenues generated from SB1 are budgeted to be \$918,384.00 in FY 2026-2027. As part of this year's project list update, the City is submitting the 2025 Pavement Rehabilitation Project (construction).

Staff recommends that the City Council adopt a resolution approving the attached SB1 Project List in order to update the project list with the CTC for continuation of SB1

funding.

ENVIRONMENTAL COMPLIANCE

Per Title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," Article 19, "Categorical Exemptions," Section 15301.c, "Existing Facilities", repair, maintenance or minor alterations involving negligible or no expansion of existing or former use of "Existing highway and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety)" are categorically exempt from CEQA (California Environmental Quality Act)."

FISCAL IMPACT

The City of Seaside RMRA revenues generated from SB1 are budgeted to be \$918,384.00 in FY 2026-2027. The proposed project list (Attachment 2) will be partially funded from the budgeted RMRA SB1 revenues accounted for in #210-3526 and expended from budgeted amount in the Pavement Resurfacing Account (212-8920-9600).

STRATEGIC PRIORITY

Enhanced Physical Infrastructure & Abundant Water Supply

ATTACHMENTS

1. Resolution
2. SB 1 Project List

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 FISCAL YEAR 2026/2027 STREET REPAIR PROJECT LIST TO BE FUNDED IN PART WITH SB1: THE ROAD MAINTENANCE REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS, AND AUTHORIZING STAFF TO SUBMIT THE LIST TO THE CALIFORNIA TRANSPORTATION COMMISSION

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide;

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Seaside (City) must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, attached hereto as Exhibit A, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvements; and

WHEREAS, the City will receive an estimated \$918,384 in RMRA funding in Fiscal Year 2026-2027 from SB 1; and

WHEREAS, this is the Tenth Year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities, including City Council Meetings, and Council's direction to focus on rehabilitating residential roadways; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate approximately 7-8 street segments throughout the City as part of the 2025 Pavement Rehabilitation Improvements Project; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City/County streets and roads are in an “at risk” condition and this revenue will help us improve the overall quality of our road system; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve the Fiscal Year 2026-2027 Street Repair Project List (Exhibit A) to be funded in part with SB1: The Road Maintenance Repair and Accountability Act of 2017 funds, to allocate these funds to the Pavement Resurfacing Account (212-8920-9600), and authorize staff to submit the list to the California Transportation Commission.

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

Exhibit A: Senate Bill (SB) 1 Proposed Project List for Fiscal Year 2023-24

Title	Description	New or Carried Over Project for SB1 Reporting	Location	Estimated Project Completion	Est Useful Life Min	Est Useful Life Max	FY26/27 Estimated SB1 Funding
2025 Pavement Rehabilitation Improvements Project	Remove & Replace failed road sections utilizing, dig outs, slurry seals, and HMA overlays and signage and striping improvements.	<u>Carried Over</u>	Lightfighter Drive, Coe Avenue, Auto Center Parkway, Calaveras Street, Clementina Avenue, Echo Avenue, Heitzinger Plaza, Geary Plaza, Plumas Avenue, Fremont Boulevard, and Del Monte Boulevard	June 2027	5	30	918,384.00
				Total Estimated Budget:			\$ 918,384.00



CITY OF SEASIDE STAFF REPORT

Item No.: 9.E.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Jessica Riley, Finance Director

DATE: June 18, 2026

SUBJECT: ADOPT A RESOLUTION APPROVING THE FISCAL YEAR 2026-2027 OPERATING BUDGET AND RELATED DOCUMENTS, INCLUDING THE INVESTMENT POLICY, CAPITAL IMPROVEMENT PROGRAM, FEE SCHEDULE, POSITION CONTROL LIST, SALARY SCHEDULE, STRATEGIC PLAN, AND RESERVE AMOUNTS

RECOMMENDATION

Approve the Fiscal Year 2026-2027 Operating Budget, Investment Policy, Capital Improvement Program, Fee Schedule, Position Control List, Salary Schedule, Strategic Plan, and reserve amounts; and provide direction to staff regarding any final changes to be incorporated as part of implementation.

BACKGROUND

The purpose of this item is to present the Fiscal Year 2026-2027 Operating Budget and related budget documents for City Council consideration and adoption. These documents establish the City's operating, financial, staffing, capital, fee, investment, strategic implementation, and reserve framework for the upcoming fiscal year.

Staff began preparations for the Fiscal Year 2026-2027 budget in March 2026 following the Fiscal Year 2025-2026 mid-year budget review. The proposed budget has been developed through departmental review, revenue and expenditure analysis, capital improvement planning, and City Council budget discussions held on May 26th and 27th. The Fiscal Year 2026-2027 budget and related policy documents are now being presented for Council consideration and adoption. If the City Council provides final direction as part of this item, staff will incorporate that direction into the final adopted budget documents and implementation materials. If Council directs substantive changes

requiring further review, staff will return with a revised budget prior to June 30, 2026.

The proposed budget reflects the City's continued effort to maintain essential services, preserve organizational capacity, support capital and infrastructure needs, and manage reserve use during a transitional financial period. Staff will continue to monitor revenues, expenditures, staffing, and capital project implementation throughout the fiscal year and return to the City Council with updates or budget amendments as necessary.

Strategic Plan

As part of the Fiscal Year 2026-2027 budget process, the City is updating the Strategic Plan as an internal implementation refresh to carry forward current priorities, sharpen near-term action items, and better align department work plans with the upcoming budget cycle. This refresh is intended to support organizational focus and accountability during the fiscal year and is not intended to replace a more comprehensive, multi-year strategic planning process. A broader strategic planning effort is anticipated to begin in January 2027, unless otherwise directed by the City Council.

FISCAL IMPACT

Adoption of the Fiscal Year 2026-2027 Operating Budget will establish the City's appropriation authority for the fiscal year beginning July 1, 2026. The final budget includes operating revenues, operating expenditures, capital improvement appropriations, approved staffing levels, fee schedule updates, salary schedule updates, reserve amounts, and related policy documents as set forth in the budget materials.

STRATEGIC PRIORITY

Effective Accessible Governance, Vibrant Local Economy, Diverse and Inclusive Community, Enhanced Physical Infrastructure & Abundant Water Supply, Community Safety & Quality of Life

ATTACHMENTS

1. Resolution
2. Investment Policy FY 26-27
3. Revised Budget

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 and 26-XX SA**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY
OF SEASIDE****ADOPTING THE ANNUAL OPERATING BUDGET, OTHER FUNDS BUDGETS, THE
CAPITAL OUTLAY BUDGET, THE CAPITAL IMPROVEMENT BUDGET AND FIVE
YEAR PLAN, THE FEE SCHEDULE, THE INVESTMENT POLICY, THE POSITION
CONTROL LIST AND SALARY SCHEDULE, THE ANNUAL APPROPRIATIONS
LIMIT, AND THE RESERVE BALANCES OF THE CITY OF SEASIDE FOR THE
FISCAL YEAR 2026-2027 AND AUTHORIZING ACTIONS AS NECESSARY FOR
BUDGET IMPLEMENTATION**

WHEREAS, the City Council of the City of Seaside and the Agency Board of the Successor Agency to the Redevelopment Agency of the City of Seaside has considered the Proposed 2026-2027 Annual Operating Budget, Other Funds Budgets, Capital Outlay Budget, Capital Improvement Budget and Plan, the Annual Fee Schedule, the Investment Policy, the Position Control List and Salary Schedule, the Annual Appropriations Limit, and the Reserve Balances; and

WHEREAS, the City Council and the Agency Board has reviewed the aforementioned documents and made desired modifications; and

WHEREAS, the City Council and the Agency Board is required to adopt a balanced budget in which total appropriations do not exceed estimated revenues and/or other available funds; and

WHEREAS, the City Council is required to adopt an Annual Appropriations Limit and Reserve Balances.

NOW, THEREFORE BE IT RESOLVED, that the City Council and the Agency Board of the City of Seaside adopts the following:

1. The 2026-2027 General Fund Operating Budget, as may be modified;
2. The 2026-2027 Other Funds Budgets, as may be modified;
3. The 2026-2027 Capital Outlay Budget, as may be modified;
4. The 2026-2027 Capital Improvement Budget, as may be modified and the 2026-2027 through 2031-2032 Capital Improvement Plan;
5. The 2026-2027 Fee Schedule, as may be modified;
6. The 2026-2027 Investment Policy, as may be modified;
7. The 2026-2027 updated Strategic Plan, as may be modified;

8. The 2026-2027 Position Control List and Salary Schedule;
9. Authorize other actions as necessary to implement the 2026-2027 Budget.
10. The 2026-2027 Adopted Budget will be published as required by the Municipal Code and City Ordinance.
11. The appropriations limit for the Fiscal Year 2026-2027, in accordance with Article XIIIIB of the California State Constitution, calculated as follows:

2026-2027 Appropriations Limit Adjustment Factors:

Increase in Per Capita Personal Income Factor	1.0495
Population Change Factor (County Factor)	<u>0.9982</u>
Combined Factor	<u>1.047692</u>

2026-2027 Appropriations Limit	\$ 50,882,054
2026-2027 Appropriations Subject to the Limit	<u>\$ 44,289,827</u>
2026-2027 Limit in Excess of Appropriations	<u>\$ 6,592,227</u>

13. In accordance with Section 3.12 of the City of Seaside Municipal Code and Government Accounting Standard #54, the City Council is required to set Reserve amounts each fiscal year. The Proposed 2026-2027 Budget establishes Reserves at 88% of the Municipal Code minimums.

PASSED AND ADOPTED at a meeting of the City Council of the City of Seaside and the Agency Board of the Successor Agency to the Redevelopment Agency of the City of Seaside duly held on the 18th 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 AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

INVESTMENT POLICY

Adopted June 18, 2026

I. Introduction

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment process and to organize and formalize investment-related activities. Related activities which comprise sound cash management include accurate cash flow projections, control of disbursements, expedient collection of revenues, cost effective banking relations and a short term borrowing program which coordinates investment opportunity with working capital requirements. The ultimate goal is to enhance the economic status of the City of Seaside while protecting its pooled cash resources.

The investment policies and practices of the City of Seaside are based on state law and prudent money management. All funds will be invested in accordance with the City's Investment Policy and the authority governing investments for municipal governments as set forth in the California Government Code, Sections 53601 through 53659. The investment of bond proceeds are to be restricted by the provisions of relevant bond documents.

II. Scope

It is intended that this policy cover all short-term operating funds and investment activities of the City. These funds are accounted for in the annual audit report, and include:

- ◇ General Fund
- ◇ Special Revenue Funds
- ◇ Debt Service Funds
- ◇ Capital Projects Funds
- ◇ Enterprise Funds
- ◇ Internal Service Funds
- ◇ Fiduciary Funds

This investment policy applies to all City transactions involving the financial assets and related activity of the above mentioned funds. Any additional funds that may be created from time to time shall also be administered with the provisions of this policy and comply with current State Government Code.

CITY OF SEASIDE AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

INVESTMENT POLICY

III. Prudence (Standard of Care)

The City of Seaside operates its pooled idle cash investments under the prudent man rule (Civil Code Section 2261, et. seq.). In addition, Government Code Section 53600.3 provides that those persons to whom investment decisions have been delegated are trustees with a fiduciary responsibility to act as a prudent investor.

Investments shall be made with judgment and care - under circumstances then prevailing - which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. This affords a broad spectrum of investment opportunities as long as the investment is deemed prudent under current law.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. All persons investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds shall act with care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

It is the City's intent at the time of purchase to hold all investments until maturity to ensure the return of all invested principal dollars but sales prior to maturity are permitted.

IV. Objectives

A. Investment Criteria:

Government Code Section 53600.5 states: "When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objective of the trustee shall be to safeguard the principal of funds under its control. The secondary objective shall be to meet the liquidity needs of the depositor. The third objective shall be to achieve a return on the funds under its control".

Simply stated, safety of principal is the foremost objective, followed by liquidity and return on investment (known as yield). Each investment transaction shall seek to first ensure the capital losses are avoided, whether they are from market erosion or

CITY OF SEASIDE AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

INVESTMENT POLICY

security defaults.

The primary objectives, in priority order, of the City's investment activities shall be:

1. **Safety** - Safety of principal is the foremost objective of the investment program. The City's investments shall be undertaken in a manner that seeks to ensure preservation of capital in the portfolio. The City shall seek to preserve principal by mitigating the two types of risk, credit risk and market risk. Investment decisions should not incur unreasonable credit or market risks in order to obtain current investment income.
 - a. Credit Risk: Defined as the risk of loss due to failure by the issuer of a security.
 - b. Market Risk: Defined as the risk of market value fluctuations due to overall changes in the general level of interest rates.
2. **Liquidity** - The City's investment portfolio will remain sufficiently liquid to enable the City to meet its cash flow requirements. An adequate portion of the portfolio should be maintained in liquid short term securities which can be converted to cash and guarantee the City's ability to meet operating expenditures.
3. **Return on Investment (Yield)** - The City's investment portfolio shall be designed with the objective of attaining a market rate of return on its' investments consistent with the constraints imposed by its safety objective and cash flow considerations. Yield is to be a consideration only after the basic requirements of adequate safety and liquidity have been met.

B. Market Rate of Return

The investment portfolio shall be managed to attain a market average rate of return throughout budgetary and economic cycles. This takes into account the City's cash flow requirements and investment risk constraints, state and local laws and ordinances or resolutions that restrict the placement of short term funds.

C. Performance Standards

The investment portfolio shall be managed with the objective of producing a yield meeting or exceeding the average return on the one year U.S. Treasury. This index is considered a benchmark for low to moderate risk investment transactions.

CITY OF SEASIDE AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

INVESTMENT POLICY

Therefore, they comprise a minimum standard for the portfolio's rate of return. The investment program shall seek to augment returns above this threshold, consistent with risk limitations identified herein and prudent investment principles. This benchmark will be reviewed thoroughly and may be adjusted as required by market conditions to prevent incurring unreasonable risks to attain yield.

D. Diversification

The investment portfolio shall be diversified to prevent incurring unreasonable and avoidable risks regarding specific security types, individual financial institutions or maturity segments.

E. Public Trust

Public Trust - All participants in the investment process shall act responsibly as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

V. Delegation of Authority

The management and oversight responsibility for the investment program is hereby delegated to the Treasurer who shall monitor and review all investments for consistency with this investment policy. The City Manager and Treasurer shall jointly establish procedures to implement and monitor this investment policy. Such procedures shall include explicit delegation of persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the limits of this policy.

VI. Ethics and Conflict of Interest

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or that could impair their ability to make impartial decisions.

VII. Selection of Financial Institutions and Broker/Dealers

To provide for the optimum yield in the City's portfolio, the City's procedures shall be

CITY OF SEASIDE AND THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE

INVESTMENT POLICY

designed to encourage multiple bids and offers on investment transactions from an approved list of broker/dealers. The Treasurer shall maintain a list of authorized broker/dealers and financial institutions which are approved for investment purposes, in the State of California, and it shall be the policy of the City to purchase securities only from authorized institutions or firms. The investment guidelines and procedures shall identify the criteria under which brokers and dealers may qualify to conduct business with the City.

In order to assist in identifying qualified financial institutions, the Treasurer shall forward copies of the City's investment policy to those financial institutions with which the City is interested in doing business and will require written acknowledgment of the policy. In addition, all dealers approved to do business with the City shall receive a copy of the Investment Policy annually. Confirmation of receipt of this policy shall signify that the dealer understands the Investment Policy and intends to present only appropriate investments.

VIII. Permitted Investment Instruments

Allowable investment instruments are defined in the California Government Code Section 53600 et. seq., as amended. If the Code is further revised to allow additional investments or is changed regarding the limits on certain categories of investments, the City is authorized to conform to these changes, excluding those changes that may be prohibited by this policy. Where Government Code Section specifies a percentage limitation for a particular category of investments, that percentage is only applicable only at the date of purchase.

Investments may be made in the following instruments:

1. Government obligations pledged by the full faith and credit of the United States for the payment of principal and interest.
2. Obligations issued by Agencies or Instrumentalities of the U.S. Government.
3. Repurchase Agreements used solely as short term investments not to exceed one year.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to the City's custodian bank versus

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payment. The market value of securities that underlay a Repurchase Agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be reviewed on a regular basis and adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investment in repurchase agreements shall be in compliance if the value of the underlying securities is brought back to 102 percent no later than the next business day.

4. Banker's Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short term paper of which is rated in the highest category by Moody's Investors Services or by Standard & Poor's Corporation.

Purchases of Banker's Acceptances may not exceed 180 days maturity or 40 percent of the City's surplus money. However, no more than \$2,000,000 of the City's surplus funds may be invested in the Banker's Acceptance of any one commercial bank.

5. Commercial paper rated in the highest short term rating category, as provided by Moody's Investors Service, Inc. (P-1) or Standard & Poor's Corporation (A-1) provided that the issuing corporation is organized and operating within the United States, has total assets in excess of \$500 million, and has an "A" or higher rating for its long term debt, (if any, as provided by Moody's or Standard & Poor's).

Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than \$1,000,000 from an issuing corporation.

Purchases of commercial paper may not exceed 15 percent of the City's surplus money that may be invested.

6. Medium term corporate notes of a maximum of five years maturity issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Medium term corporate notes shall be rated in a rating category of "A" or its equivalent or better by a nationally recognized rating agency.

Investments will be limited to a maximum of 30% of the City's portfolio. The maximum principal amount in any one company will not exceed \$1,000,000.

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7. FDIC insured or fully collateralized time certificates of deposit in financial institutions located in California, including United States branches of foreign banks licensed to do business in California. The maximum maturity of a time deposit shall not exceed 180 days. All time deposits must be collateralized in accordance with California Government Code section 53651 and 53652, either using:
 - a) 150% of promissory notes secured by first mortgages and first trust deeds upon improved residential property in California eligible under Section 53601 (m), or
 - b) 110% of eligible marketable securities listed in subsections (a) through (l) and (n).

8. Negotiable certificates of deposit or deposit notes issued by a nationally or state chartered bank or a state or federal savings and loan association or by a state licensed branch of a foreign bank; provided that the senior debt obligations of the issuing institution are rated "AA" or better by Moody's or Standard & Poor's.

Purchase of negotiable certificates of deposit may not exceed 30 percent of the City's surplus money.

9. State of California's Local Agency Investment Fund. (LAIF)

Investment in LAIF may not exceed limits as set forth by the LAIF Board and adjusted from time to time. The current per account limit is \$75 million per account.

10. Shares of beneficial interest issued by diversified management companies (Money Market Mutual Funds) investing in the securities and obligations authorized by sections a through l of Government Code section 53601. To be eligible for investment pursuant to this subdivision these companies shall either: (1) attain the highest ranking letter or numerical rating provided by not less than two of the three largest nationally recognized rating services or (2) have an investment advisor registered with the Securities and Exchange Commission with not less than five years experience investing in securities and obligations authorized by Government Code Section 53601 and with assets under management in excess of \$500,000,000.

The purchase price of shares shall not exceed 10 percent of the City's surplus money.

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Table A summarizes the maximum percentage and maturity limits, plus other constraints, by instrument, established for the City's total pooled funds portfolio.

IX. Safekeeping of Securities

To protect against fraud or embezzlement or losses caused by collapse of an individual securities dealer, all securities owned by the City shall be held in safekeeping by a third party bank trust department. Designated third parties shall act as agent for the City under the terms of a custody agreement or PSA agreement (repurchase agreement collateral). All trades executed by a dealer will settle **delivery vs. payment (DVP)** through the City's safekeeping agent. Original copies on non-negotiable certificates of deposit and confirming copies (safekeeping receipts) of all other investment transactions must be delivered to the City. Investment officials shall be bonded to protect the public against possible embezzlement or malice.

Securities held in custody for the City shall be independently audited on an annual basis to verify investment holdings.

X. Maximum Maturity

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled so as to permit the City to meet all projected obligations.

Investments that mature more than five years from the date of purchase can not occur without prior approval of the City Council. As defined in Government Code Section 53601, "no investment shall be made in any security... that at the time of investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment approved by the legislative body no less than three months prior to the investment."

XI. Ineligible Investments

Certain investments are prohibited under Government Code Sections 53601.6 and 53631.5. Security types which are prohibited include, but are not limited to:

- (a) "Complex" derivative structures such as range notes, dual index notes, inverse floaters, leveraged or deleveraged floating rate notes, or any other complex variable rate or structured note.
- (b) Interest only strips that are derived from a pool of mortgages or any

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security that could result in zero interest accrual if held to maturity.

(c) Reverse Repurchase Agreements.

Purchasing these types of instruments does not coincide with this Policy's objectives and would require a thorough review and monitoring of the underlying security. Although some of these transactions are legal under Government Code, they do not meet the objectives contained herein.

By virtue of the allowable investment in the State Pool, the City is investing idle cash with a large number of government agencies. The Pool is managed by outside administrators and are subject of the Government Codes as well as policies put in place by their governing boards. The Pool's investment policy may allow for investment in some of the prohibitions noted above for Seaside. Investment in the State and County Pools is permitted, assuming a diminutive portion of their portfolio's (10% or less) are tied to the high-risk products noted above. The Treasurer is responsible to monitor and review the Pool's portfolio on an ongoing basis. The City shall take any necessary action should the Pool exceed the allowable 10% limit.

XII. Reporting Requirements

Pursuant to Government Code Section 53646, the Treasurer shall render to the City Council a separate quarterly investment report, which shall include, at a minimum, the following information for each individual investment:

- Type of investment instruments (i.e. Treasury Bill, medium term note)
- Issuer names (i.e., General Electric)
- Purchase date (trade and settlement date)
- Maturity date
- Par value
- Current rate of interest
- Purchase price
- Current market value and the source of the valuation
- Overall portfolio yield based on cost
- Weighted average days to maturity

The quarterly report also shall (i) state compliance of the portfolio to the statement of investment policy, or manner in which the portfolio is not in compliance, (ii) include a description of any of the City's funds, investments or programs that are under the

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management of contracted parties, including lending programs, and (iii) include a statement denoting the ability of the City to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

Market value adjustments, as required under Government Accounting Standards Board (GASB) Statement No. 31, are treated as year-end accounting adjustments to the financial records of the City. quarterly investment reports will demonstrate market fluctuations and continue to compare purchase price versus market value status. Accounting adjustments under GASB Statement No. 31, which compare changes to beginning and ending par market value in each fiscal year, are not included as part of the quarterly investment reports.

This quarterly report shall be submitted to the City Council within 45 days following the end of the quarter. Reporting to the California Debt and Investment Advisory Commission (CDIAC) commenced January 2001. Seaside will comply with CDIAC or any other oversight agency reporting requirements.

XIII. Policy Adopting Changes and Updates

The Treasurer shall annually render to the Council a statement of investment policy, which the Council shall consider at a public meeting.

The policy shall be reviewed annually by the City Manager and Treasurer to ensure its consistency with the global objective of preservation of investment principal, sufficient liquidity, rate of return and relevance to current laws and financial trends. Any modifications to the policy must be approved by the City Council.

XIV. Internal Controls

The Treasurer shall establish and implement a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by employees and officers of the City.

XV. Depositories

The Treasurer shall establish selection criteria for pre-approval of institutions that do business with the City of Seaside. To qualify for consideration, an institution must have an

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office in California. The Treasurer will maintain a listing of approved institutions.

XVI. Risk Tolerance

The City recognizes that investment risk can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Portfolio diversification is employed as a way to minimize and control these risks.

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GLOSSARY OF TERMS

Bankers' Acceptances - negotiable time drafts or bills of exchange drawn on and accepted by a commercial bank. Acceptance of the draft obligates the bank to pay the bearer the face amount of the draft at maturity. In addition to the guarantee by the accepting bank, the transaction is identified with a specific commodity. The sale of the underlying goods will generate the funds necessary to liquidate the indebtedness. Banker's Acceptances are usually created to finance the import and export of goods, the shipment of goods within the United States and the storage of readily marketable staple commodities. Banker's Acceptances are sold at a discount from par and the amount and maturity dates are fixed. Bankers' Acceptances have the backing of both the bank and the pledged commodities with no known principal loss in over 70 years. State law permits cities to invest up to 40% in bankers' acceptances.

Certificate of Deposit - A deposit insured up to \$100,000 by the FDIC at a set rate for a specified period of time.

Collateral - Securities, evidences of deposit or pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public moneys.

Corporate Medium Term Notes - Unsecured promissory notes issued by corporations operating within the United States. The notes mature in one to five year periods. Purchase of these notes may not exceed 30% of the City's portfolio and the notes must have at least an "A" rating by a nationally recognized rating service.

Commercial Paper - An unsecured promissory note of industrial corporations, utilities and bank holding companies having assets in excess of \$500 million and an "A" or higher rating for the issuer's debentures. Interest is discounted from par and calculated using the actual number of days on a 360-day year. The notes are in bearer form, mature from one to 270 days and generally start at \$100,000. There is a secondary market for commercial paper and an investor may sell them prior to maturity. Unused lines of credit back commercial paper from major banks. State law permits cities to invest up to 30% in commercial paper.

Credit Risk - Defined as the risk of loss due to failure of the issuer of a security. This loss shall be mitigated by investing in investment grade securities and by diversifying the investment portfolio so that the failure of any one issuer does not unduly harm the City's capital base and cash flow.

Current Yield - The interest paid on an investment expressed as a percentage of the current

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price of the security.

Custody - A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, to buy, sell, receive and deliver securities when ordered to do so by the principal.

Delivery vs. Payment (DVP) - Delivery of securities with a simultaneous exchange of money for the securities.

Fannie Mae - Trade name for the Federal National Mortgage Association (FNMA), a United States sponsored corporation.

Federal Reserve System - The central bank of the United States which consists of a seven member Board of Governors, 12 regional banks and 5,700 commercial banks that are members.

Federal Deposit Insurance Corporation (FDIC) - Insurance provided to customers of a subscribing bank that guarantees deposits to a set limit (currently \$250,000) per account.

Freddie Mac - Trade name for the Federal Home Loan Mortgage Corporation (FHLMC), a United States sponsored corporation.

Ginnie Mae - Trade name for the Government National Mortgage Association (GNMA), a direct obligation bearing the full faith and credit of the United States Government.

Interest Rate - The annual yield earned on an investment, expressed as a percentage.

Liquidity - Refers to the ability to rapidly convert an investment into cash.

Local Agency Investment Fund (LAIF) Demand Deposit - Was established by the state to enable treasurers to place idle funds in a pool for investment. Each agency is currently limited by LAIF to an investment of \$75 million plus any bond proceeds.

Market Risk - Defined as market value fluctuations due to overall changes in the general level of interest rates. Adverse fluctuation possibilities shall be mitigated by limiting the maximum maturity of any one security to five years, structuring the portfolio based on historic and current cash flow analysis, and eliminating the need to sell securities prior to maturity. Also, avoiding the purchase of long term securities for the sole purpose of short-term speculation mitigates marker risk.

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Market Value - The price at which a security is trading and could presumably be purchased or sold.

Maturity - the date the principal or stated value of an investment becomes due and payable.

Portfolio - Collection of securities held by an investor.

Purchase Date - The date in which a security is purchased for settlement on that or a later date.

Rate of Return - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (REPO) - Are contractual arrangements between a financial institution or dealer and an investor. The investor puts up their funds for a certain number of days at a stated yield. In return, they take title to a given block of securities as collateral. At maturity, the securities are repurchased and the funds are repaid with interest.

Reverse Repurchase Agreement (Reverse REPO) - A transaction where the seller (City) agrees to buy back from the buyer (bank) the securities at an agreed upon price after a stated period of time.

Sallie Mae - Trade name for the Student Loan Marketing Association (SLMA), a United States sponsored corporation.

Treasury Bills - United States Treasury Bills which are short term, direct obligations of the United States Government issued with original maturities of 13 weeks, 26 weeks and 52 weeks; sold in minimum amounts of \$10,000 in multiples of \$5,000 above the minimum. Issued in book entry form only. T-bills are sold on a discount basis.

United States Government Agencies - Instruments issued by various United States Government Agencies most of which are secured only by the credit worthiness of the particular agency.

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**Permitted Investments
Table A**

Permitted Investments	Legal Limit (% or \$)	City Policy Legal Limit (% or \$)	Maximum Maturity Constraints	City Policy Other Constraints
U.S. Government Obligations	Unlimited	Unlimited	5 years *	None
U.S. Government Agencies & Instruments	Unlimited	Unlimited	5 years *	None
Repurchase Agreements	Unlimited	Unlimited	1 year	102% Market value on underlying securities
Bankers Acceptances	40%	40%	<i>180 days</i>	No more than \$2,000,000 invested in any one commercial bank
Commercial Paper	30%	30%	<i>270 days</i>	U.S. Corporations with assets in excess of \$500,000,000; "A" debt rating; maximum of \$1,000,000 from an issuing corporation
Medium Term Corporate Notes	30%	30%	5 years	U.S. Corporations; "A" debt rating maximum of \$1,000,000 per issuing company

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Certificates of Deposit	Unlimited	Unlimited	5 years *	Must be collateralized to 110% of the CD value by other eligible securities or 150% by promissory notes secured by California Deeds & Mortgages
Negotiable Certificates of Deposit	30%	30%	5 years *	State and Federally chartered banks and savings institutions, "AA" rating by one agency
LAIF State Pool	\$75,000,000 **	\$75,000,000 **	N/A	Limited to 15 transactions per month, per account, per State Policy - last changed 11/16/09.
Mutual Funds	15%	10%	N/A	Funds invested as defined in Section 53601 (a) to (l); highest debt rating from 2 of top 3 national rating services OR investment advisor registered with SEC for at least 5 years and assets under management in excess of \$500,000,000.

* Maximum terms unless the City Council expressly authorizes longer maturities and within the prescribed time frame for said approval.

** Not set by Government Code, but instead by LAIF Governing Board.

June 18, 2026
City Council Regular Meeting

Item 9E

ADOPT A RESOLUTION APPROVING THE FISCAL YEAR 2026-2027 OPERATING BUDGET, INVESTMENT POLICY, CAPITAL IMPROVEMENT PROGRAM, FEE SCHEDULE, POSITION CONTROL LIST, SALARY SCHEDULE, STRATEGIC PLAN, AND RESERVE AMOUNTS AND PROVIDE DIRECTION TO STAFF AS TO ANY CHANGES TO BE MADE PRIOR TO ADOPTION

[Attachment 1 – Revised 25-26 Budget](#)