



AGENDA

CITY OF SEASIDE	REGULAR MEETING
CITY COUNCIL/SUCCESSOR	440 HARCOURT AVE (COUNCIL CHAMBER)
AGENCY TO THE	Thursday, August 6, 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

This meeting will be adjourned in the honor and memory of Pastor Fred Anderson.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

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

7. PRESENTATIONS

A. PRESENTATION OF A PROCLAMATION RECOGNIZING THE MONTEREY BAY SIRENS WOMEN'S SOCCER CLUB FOR THEIR INAUGURAL SEASON

AND USL-W LEAGUE NORCAL DIVISION CHAMPIONSHIP (ASSISTANT CITY MANAGER, DAN MEEWIS)

B. THE VILLAGE PROJECT, INC. SUMMER YOUTH INTERNSHIP PROGRAM REPORT (YOUTH INTERNSHIP SUPERVISOR, ZAREA BOYKIN)

C. CITY OF SEASIDE RENTAL ASSISTANCE PROGRAM UPDATE (SENIOR ADMINISTRATIVE ASSISTANT, DANNY BARRIENTOS)

D. 2026 SEASIDE CAR WEEK COMMUNICATIONS AND COMMUNITY OUTREACH UPDATE (ASSISTANT CITY MANAGER, DAN MEEWIS)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM JULY 2, JULY 16 AND JULY 17, 2026

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of May 30, 2026 through June 12, 2026, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period of June 11, 2026. Total Accounts Payable and Payroll for the above referenced period is \$2,935,903.61.

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of May 30, 2026 through June 12, 2026, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period June 11, 2026. Total Accounts Payable and Payroll for the above referenced period is \$345.39.

D. APPROVE A PROCLAMATION RECOGNIZING SEPTEMBER 2026, AS NATIONAL MENTAL HEALTH AND ADDICTION RECOVERY MONTH IN THE CITY OF SEASIDE

RECOMMENDATION: Approve proclamation.

E. APPROVE CO-SPONSORSHIP AND WAIVE ALL FEES RELATED TO THE MONTEREY COUNTY POPS! LABOR DAY CONCERT AT SEASIDE CITY HALL LAWN ON SEPTEMBER 7, 2026, IN THE AMOUNT OF \$5,762.75

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

- F. APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE HALL AND KITCHEN TO HOLD THEIR ANNUAL "DIA DE LOS MUERTOS" EVENT ON NOVEMBER 1, 2026, IN THE AMOUNT OF \$717.00**

RECOMMENDATION: Approve the fee waiver.

- G. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM SEASIDE RAIDERS CHEER PROGRAM TO HELP COVER THE COSTS ASSOCIATED WITH THEIR CHEER PROGRAM**

RECOMMENDATION: Approve the request.

- H. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC. FOR SUPPLEMENTAL SOIL SAMPLING SERVICES FOR PRE-DEMOLITION AND POST-DEMOLITION SOIL SAMPLING - PHASES 2A THROUGH 2C FOR AN AMOUNT NOT TO EXCEED \$44,700.00 TO BE PAID FOR BY FORT ORD REUSE AUTHORITY BONDS**

RECOMMENDATION: Approve amendment.

- I. ADOPT A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE SEASIDE FIRE FIGHTERS' ASSOCIATION AND THE SEASIDE CITY EMPLOYEES' ASSOCIATION**

RECOMMENDATION: Approve the successor Memorandum of Understanding with the Seaside Fire Fighters' Association and the Seaside City Employees' Association.

- J. ADOPT A RESOLUTION GRANTING AN EASEMENT TO PACIFIC GAS & ELECTRIC FOR A UTILITY EASEMENT ON THE MAIN GATE PROPERTY (APN 031-031-018)**

RECOMMENDATION: Approve a non-exclusive easement.

- K. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH CITY DATA SERVICES, LLC FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM DATA MANAGEMENT SOFTWARE, MAINTENANCE, SUPPORT, AND MIGRATION SERVICES**

RECOMMENDATION: Approve agreement.

9. PUBLIC HEARING

A. ADOPTION OF ORDINANCE AMENDING MUNICIPAL CODE SECTION 2.02.490 INCREASING THE COMPENSATION OF THE MAYOR AND CITY COUNCIL MEMBERS. THE PROPOSED ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO GUIDELINE 15378 (NOT A PROJECT) AND SECTION 15061(B)(3) AND PROVIDE DIRECTION TO CITY MANAGER (SECOND READING – ROLL-CALL VOTE)

RECOMMENDATION: 1.) Find that adoption of the attached Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 (Not a Project) and Section 15061(b)(3) (Common Sense Exemption), because it can be seen with certainty that the activity has no possibility of causing a significant effect on the environment; and,

2.) Motion to waive further reading and adopt the attached Ordinance amending Municipal Code Section 2.02.490 increasing the compensation of the Mayor and City Council Members; and,

3.) Take other action related to this Agenda item as directed.

B. ADOPTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 13.12 CROSS-CONNECTION CONTROL PROGRAM. THE PROPOSED ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION: Conduct the second reading and open public hearing.

C. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING SEASIDE MUNICIPAL CODE CHAPTER 2.42 CONFLICT OF INTEREST CODE (FIRST READING – ROLL-CALL VOTE)

RECOMMENDATION: Conduct the first reading and open public hearing.

10. BUSINESS ITEMS

A. APPROVE CO-SPONSORSHIP AND FEE WAIVER FROM ACTION COUNCIL " BUILDING HEALTHY COMMUNITIES" FOR COSTS ASSOCIATED WITH THEIR SICKLE CELL AWARENESS WALK AND THEIR HEALTH AWARENESS AND EDUCATION FAIR AT LAGUNA GRANDE PARK ON SEPTEMBER 19, 2026, IN THE AMOUNT OF \$5,783.00

RECOMMENDATION: Approve the request.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Status Report on Cannabis Dispensary Agreements (Pacheco)

B. FOLLOW UP ON PREVIOUS REQUESTS

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

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

13. CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

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

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

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

Two potential matters

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957

Title: City Attorney and City Manager

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
August 20, 2026
5:00 PM

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

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

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



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, July 2, 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, Miller, Oglesby, Pacheco

ABSENT: Garcia-Arrazola

3. INVOCATION AND PLEDGE OF ALLEGIANCE

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

4. REVIEW OF AGENDA

Removal of item 13B from the Closed Session portion of the agenda.

5. PUBLIC COMMENT

Lynda Cunningham, Tony Amarti, Peter Kaiser

6. PUBLIC AGENCY COMMUNICATIONS

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

The following announcements were made:

- Campus Town Phase 1A is moving toward its next visible stage. KB Bakewell is preparing for model home construction to begin going vertical, with completion anticipated in late fall. Infrastructure work also continues, and drivers may see ongoing traffic adjustments along General Jim Moore Boulevard and Lightfighter Drive. The City will share updates online, in the newsletter, and on social media.
- Did you know Seaside Animal Control can help with pet microchipping? Seaside residents can ask about microchipping for dogs and cats or schedule a quick scan of an existing chip to make sure it is properly registered. Keeping your pet's chip updated can help bring them home faster if they ever go missing. Call 831-899-6744 for details.
- The City of Seaside invites the community to celebrate July 4th at Red, White, & Blues, honoring 250 years of independence. Join us from 11 a.m. to 4 p.m. on the City Hall Lawn, 440 Harcourt Ave., for live music, food, games, pony rides, a rock wall, and free hot dogs for kids. The celebration will also feature a special

Time Capsule Unveiling from 2 to 2:30 p.m., opening a piece of Seaside history sealed in 1976 and revealed in 2026. Residents can also join the watermelon eating contest. Registration is required in person. No alcohol, BBQs, dogs, or fireworks of any kind are allowed at this event.

- Join us Thursday, July 9, for Seaside Summer Sessions at Everyone's Harvest Seaside Farmer's Market. Enjoy Musikang Kalipay by Iskwelahang Pilipino of Boston, with Kalipay at 4:30pm and Rondalla at 6:00pm. The market runs from 4 to 8 pm at 1259 Canyon Del Rey Blvd.
- The City of Seaside's 39th Annual Sunday Blues in the Park starts July 12 at Laguna Grande Park. Concerts run from 1:00PM to 4:30PM, beginning with Lydia Pense & Cold Blood and Chicano Allstars, with additional performances on July 19, July 26, August 2, and August 9.
- The City of Seaside hosted a World Cup Watch Party for the Mexico match on Tuesday, June 30. Thank you to everyone who came out to enjoy the game together. We're hosting two more watch parties: Mexico vs. England on Sunday, July 5 at 5 p.m., and USA vs. Belgium on Monday, July 6 at 5 p.m. Snacks will be available, and attendees are welcome to bring their own. Join us to cheer on your team and enjoy the World Cup with the Seaside community.
- Join the City of Seaside Older Adult Program for a Country Western Dance on Thursday, July 16, at the Oldemeyer Center, 986 Hilby Ave. Doors open at 10:30 AM, lunch is served at 11:30, and dancing starts at 12:30 PM. Cost is \$4 for lunch and dancing, or \$2 for dancing only.

The City Manager provided comments recognizing the city's police department for their illegal fireworks enforcement and removing over 1,000 lbs of illegal fireworks just before the July 4 holiday.

7. PRESENTATIONS

A. JUNE AND JULY 2026 HOUSE OF THE MONTH AWARDS (NEIGHBORHOOD IMPROVEMENT COMMISSION)

Assistant City Manager Dan Meewis presented the Neighborhood Improvement Commission's House of the Month awards, highlighting the program's purpose of encouraging property and landscape improvements throughout the community. The City Council recognized 1630 San Lucas as the June 2026 recipient and 2000 Buchanan as the July 2026 recipient.

B. RECEIVE A PRESENTATION AND DEMONSTRATION OF THE CITY'S AI-POWERED PUBLIC SEARCH PORTAL DEVELOPED WITH COMMON SENSE AI PRIOR TO LAUNCH (CITY MANAGER GREG MCDANEL)

City Manager Greg McDanel presented and demonstrated the City's AI-powered public search portal developed with Common Sense AI. The portal is designed to improve transparency and customer service by allowing users to search City information in plain language, receive summarized responses with citations to official source documents, ask follow-up questions, and access multilingual support. The

tool supplements, rather than replaces, the City's existing website, Transparency Portal, and official records systems. Staff noted that the pilot launch was scheduled for July 6, 2026, with continued monitoring and refinement based on public use.

8. CONSENT AGENDA

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

RESULT: 4-0-0-1

AYES: Burks, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: Garcia-Arrazola

A. APPROVE MINUTES FROM JUNE 4, AND 18, 2026

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED

C. APPROVE A PROCLAMATION DESIGNATING THE MONTH OF JULY 2026 AS PARKS AND RECREATION MONTH IN THE CITY OF SEASIDE

ACTION: APPROVED

D. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM THE BOYS & GIRLS CLUBS OF MONTEREY COUNTY TO ASSIST WITH THE COSTS ASSOCIATED WITH THEIR EIGHT-WEEK YOUTH SUMMER CAMP PROGRAM

ACTION: APPROVED

E. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH VOLER STRATEGIC ADVISORS FOR MEDIA RELATIONS FOR AN AMOUNT NOT TO EXCEED \$4,000.00 A MONTH FROM JULY 2026 THROUGH JUNE 2027

ACTION: ADOPTED RESO #26-68

F. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HDL COMPANIES FOR BUSINESS LICENSE TAX OPERATIONS MANAGEMENT AND COMPLIANCE SERVICES

ACTION: ADOPTED RESO #26-69

9. PUBLIC HEARING

A. PUBLIC HEARING TO CONSIDER ADOPTION OF THE CITY'S COMPREHENSIVE USER FEE SCHEDULE AND RESOLUTION ESTABLISHING UPDATED FEES FOR CITY SERVICES FOR FISCAL YEAR 2026/2027

Finance Director Jessica Riley introduced the Comprehensive User Fee Study, followed by a presentation from Willdan Financial Services regarding the study methodology, cost-recovery analysis, legal requirements, and recommended fee updates. Staff explained that user fees may not exceed the reasonable cost of providing a service and that the City Council may subsidize services that provide broader public benefits. The presentation supported consideration of the updated Comprehensive Fee Schedule for Fiscal Year 2026–2027 following the public hearing and receipt of public testimony.

PUBLIC COMMENT: Ray Riordan, Lynda Cunningham, Ken Fittro, Nina Beatty, Peter Kaiser, Lora James

On motion by Council/Agency Member Burks and second by Mayor/Chair Oglesby to approve the comprehensive user fee schedule and updated fees for City services for FY26/27.

RESULT: 2-2-0-1

AYES: Burks, Oglesby

NOES: Miller, Pacheco

ABSTAIN: None

ABSENT: Garcia-Arrazola

ACTION: Motion Failed

10. BUSINESS ITEMS

A. RECEIVE AN UPDATE ON SEASIDE CAR WEEK EVENTS SCHEDULED FROM AUGUST 10, 2026, THROUGH AUGUST 15, 2026

Assistant City Manager Dan Meewis presented an overview of Seaside Car Week events scheduled for August 10–15, 2026, including Classic Porsche, the Automobilia Collectors Expo, The Paddock, Concours d'Lemons, the Lemons Rally, Concorso Italiano, and Exotics on Broadway. The presentation also summarized event locations, anticipated attendance, road closures, traffic-control measures, shuttle service, business outreach, and coordinated preparations by Public Works, Police, Fire, event organizers, and communications staff.

PUBLIC COMMENT: Annalisa Mitchell, Lynda Cunningham, Colleen Courtney, Peter Kaiser, Lora James

This item for informational only, no action required.

B. ADOPT A RESOLUTION RENAMING THE COMMUNITY SOCIAL SERVICES GRANT PROGRAM AS THE YOUTH OPPORTUNITY GRANT PROGRAM, APPROVING THE REVISED POLICY, AND FY 2026-2027 REQUEST FOR PROPOSALS

City Manager Greg McDanel presented the proposed renaming of the Community Social Services Grant Program to the Youth Opportunity Grant Program to better reflect its youth-centered purpose. The presentation outlined the revised program policy and the Fiscal Year 2026–2027 Request for Proposals, including a \$400,000 funding allocation, a minimum 10% cash or in-kind match, standardized evaluation criteria, reporting requirements, and the proposed application and award timeline.

PUBLIC COMMENT: Bobby Maxwell, Ken Fittro

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Miller and carried by the following vote, the City Council/Successor Agency moved to approve the renaming of the Community Social Services Grant Program to the Youth Opportunity Grant Program.

RESULT: 4-0-0-1

AYES: Burks, Miller, Pacheco, Oglesby

NOES: None

ABSTAIN: None

ABSENT: Garcia-Arrazola

ACTION: ADOPTED RESO #26-70

C. APPROVE THE SEASIDE LIBRARY MURAL AND UTILITY BOX PROGRAM SELECTION

Recreation Superintendent Kee Hyon Higgins presented the Art & History Commission's selections for the Seaside Library mural and five utility-box artworks. The Commission selected muralist BEIS (Pedro Gonzalo Garcia) for the library staircase mural and five designs celebrating Seaside's identity, history, culture, and environment for installation on utility boxes throughout the City. The projects have a combined cost of \$20,000 and are funded through the Neighborhood Improvement Commission's transient occupancy tax allocation.

PUBLIC COMMENT: Lynda Cunningham, Lora James

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to approve the Seaside Library mural and utility box program selection.

RESULT: 4-0-0-1

AYES: Burks, Miller, Pacheco, Oglesby

NOES: None

ABSTAIN: None

ABSENT: Garcia-Arrazola

ACTION: APPROVED

D. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT WITH PLACER.AI FOR AN ADDITIONAL YEAR FOR THE SOFTWARE SUBSCRIPTION IN THE AMOUNT OF \$29,430.00

City Manager Greg McDanel presented the City's use of Placer.ai, a location-analytics platform that provides anonymized data on foot traffic, visitor origins, tourism, facility use, and consumer trends. Staff highlighted its use in economic development, business retention and attraction, event evaluation, planning, and support for local businesses. The proposed one-year subscription renewal totaled \$29,430 and was included in the Fiscal Year 2026–2027 budget.

PUBLIC COMMENT: Nina Beatty

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

RESULT: 3-0-1-1

AYES: Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: Burks

ABSENT: Garcia-Arrazola

ACTION: ADOPTED RESO #26-71

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None.

B. FOLLOW UP ON PREVIOUS REQUESTS

None.

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

Reports provided.

13. CLOSED SESSION

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

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

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9: EXISTING LITIGATION

Case Name: Chrisp Company v. Kraemer Engineering, Inc. et al.
Monterey County Superior Court: 26CV002758

14. ADJOURNMENT

With no further business, the meeting adjourned at 10:14 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

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

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

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

4. REVIEW OF AGENDA

Removal of Closed Session items 12A and 12B.

5. PUBLIC COMMENT

Ann Marie Pagan, Larry Rodriguez, Peter Kaiser, Lynda Cunningham

6. PUBLIC AGENCY COMMUNICATIONS

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

The following announcements were made:

- This Sunday, July 19, enjoy live music from Zydeco Flames and Los Survivors at Seaside's 39th annual Sunday Blues in the Park. The free performance runs from 1 to 4:30 p.m. at Laguna Grande Park.
- The City of Seaside Older Adults Program will host a Community Flea Market on Saturday, August 8, 2026, from 9:30 a.m. to 1:00 p.m. at the Oldemeyer Center, located at 986 Hilby Avenue. Shoppers can browse clothing, kitchenware, books, toys, home décor and more. Vendor spaces are available for \$10 for people under age 60, with one space allowed per person. To apply, visit the Oldemeyer Center. For more information, call 831-899-6809.
- Join the City of Seaside for National Night Out on Tuesday, August 4, from 4 to 7 p.m. on Broadway Avenue. This year's event includes Touch-a-Truck activities and an opportunity to connect with local public safety teams.
- The Padre Trails Camera & Photography Club presents Photography Begins with Seeing at the Walter Lee Avery Gallery. The photographic print exhibition is on

display through September 4, 2026, Monday through Friday from 8 a.m. to 5 p.m. Meet the artists at a reception Friday, July 17, from 6 to 7:30 p.m.

- Join the City of Seaside on Saturday, July 18, at 12 noon for a ribbon-cutting celebration at Lincoln Cunningham Park. Celebrate the new pedestrian pathways and play area for ages 5 to 12. The event is open to the public, and snacks will be provided.
- The City of Seaside is accepting applications for the FY 2026–2027 Youth Opportunity Grant Program. Eligible organizations may apply for funding to support programs serving Seaside youth age 24 and younger. Applications are due by 5 p.m. on August 7, 2026. Learn more on the City of Seaside website.
- Beginning Sunday, July 19, construction will continue along Playa Avenue at California Avenue in Sand City. For approximately three weeks, the eastbound right-turn lane, the shopping center exit lane, and the south sidewalk will be closed. Please follow posted detours, use the north sidewalk, and allow extra travel time.

The City Manager

7. CONSENT AGENDA

Items 7C and 7F were pulled from the consent agenda.

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

RESULT: 5-0-0-0

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

NOES: None

ABSENT: None

ABSTAIN: None

A. APPROVE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) REPORT COVERING ACTIVITIES FROM APRIL THROUGH JUNE 2026

ACTION: APPROVED

B. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CARMEL FIRE PROTECTION ASSOCIATES FOR FIRE PREVENTION, PLAN REVIEW AND ALARM SYSTEM INSPECTION SERVICES FOR AN AMOUNT NOT TO EXCEED \$50,000.00

ACTION: ADOPTED RESO #26-72

C. ADOPT RESOLUTION FOR DESIGNATION OF VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO BEING HELD SEPTEMBER 23-25, 2026, IN ANAHEIM, CALIFORNIA

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 voting delegates and alternates for the league of California cities annual conference to be Mayor Ian N. Oglesby, and the delegates as Council Members Alexis Garcia-Arrazola and Alex Miller.

PUBLIC COMMENT: None

RESULT: 5-0-0-0

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

NOES: None

ABSENT: None

ABSTAIN: None

ACTION: ADOPTED RESO #26-73

D. ADOPT A RESOLUTION RENEWING THE PROFESSIONAL SERVICES AGREEMENT WITH HDL COMPANIES FOR UTILITY USERS TAX ADMINISTRATION SERVICE

ACTION: ADOPTED RESO #26-74

E. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR DEVELOPER PROJECT MANAGEMENT AND PLAN REVIEW SERVICES FOR THE CAMPUS TOWN PROJECT IN AN AMOUNT NOT TO EXCEED \$230,000.00 BY ADDING A NOT TO EXCEED \$65,000.00 TO THE AGREEMENT BRINGING THE NEW TOTAL AMOUNT TO \$295,000.00 TO BE REIMBURSED BY THE DEVELOPER

ACTION: ADOPTED RESO #26-75

F. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CANNABIS DISPENSARY DEVELOPMENT AND OPERATING AGREEMENT TRANSFER WITH STIIIZY SEASIDE, LLC, ORIGINALLY ISSUED TO HIGHER LEVEL OF CARE, LLC, FOR THE DISPENSARY LOCATED AT 1440 CANYON DEL REY BOULEVARD

On motion by Council/Agency Member Burks and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to authorize the cannabis dispensary developing and operating agreement transfer to Stiizy Seaside, LLC.

PUBLIC COMMENT: Ann Marie Pagan, Peter Kaiser, Dianne Nielson

RESULT: 5-0-0-0

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

NOES: None
ABSENT: None
ABSTAIN: None

ACTION: ADOPTED RESO #26-76

G. APPROVE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATION FOR THE INSTALLATION OF TRAFFIC CALMING MEASURES ALONG TRINITY AVENUE

ACTION: APPROVED

8. PUBLIC HEARING

A. ADOPTION OF URGENCY ORDINANCE REPEALING IN PART OF ORDINANCE NO. 2034: CLARIFYING, AMENDING, AND REVISING TITLE 2, PERSONNEL AND ADMINISTRATION, OF THE SEASIDE MUNICIPAL CODE. THE PROPOSED ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) (REQUIRES A 4/5TH ROLL-CALL VOTE)

City Manager Greg McDanel presented an urgency ordinance to partially repeal Ordinance No. 2034 and immediately restore City Council compensation to \$400 per month, while retaining the Mayor's \$300 automobile stipend. He explained that the prior increase to \$2,400 per month was based on an improperly compounded calculation and took effect before permitted under state law. The presentation also noted that each Councilmember received \$26,000 in overpayments between June 2025 and June 2026 and recommended retaining an independent qualified professional to advise on repayment options.

PUBLIC COMMENT: Ann Marie Pagan, Annalisa Mitchell, Bobby Maxwell, Dianne Nielson, Danny Bakewell, Jr., Karla Lobo, Lora James, James, Pastor Ronald Britt, Chris K, Luke Coletti

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to adopt the urgency ordinance repealing in part ordinance 2034.

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

ACTION: ADOPTED ORD

B. INTRODUCTION OF ORDINANCE AMENDING MUNICIPAL CODE SECTION 2.02.490 INCREASING THE COMPENSATION OF THE MAYOR

AND CITY COUNCIL MEMBERS. THE PROPOSED ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) AND PROVIDE DIRECTION TO CITY MANAGER (FIRST READING – ROLL-CALL VOTE)

City Manager Greg McDanel presented a proposed ordinance amending Municipal Code Section 2.02.490 to increase the monthly compensation of the Mayor and City Councilmembers from \$400 to \$1,180. The increase was calculated under Government Code Section 36516 without compounding and would take effect after the November 3, 2026 election, once one or more Councilmembers are sworn into office. Brian A. Pierik, Partner with Burke, Williams & Sorensen, LLP, served as outside consulting counsel on the matter and responded to questions from the City Council.

PUBLIC COMMENT: Lora James, Ann Marie Pagan, Dianne Nielson, Lynda Cunningham, Annalisa Mitchell, Rosalyn Green, James, Chris K., Karla Lobo

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Burks and carried by the following vote, the City Council/Successor Agency moved to amend SMC 2.02.490.

RESULT: 4-1-0-0

AYES: Burks, Garcia-Arrazola, Oglesby, Pacheco

NOES: Miller

ABSENT: None

ABSTAIN: None

ACTION: 2nd Reading will be held August 6, 2026

C. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 13.12 CROSS-CONNECTION CONTROL PROGRAM. THE PROPOSED ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) (FIRST READING - ROLL CALL VOTE)

Public Works Director/City Engineer Thomas M. Korman presented proposed amendments to Seaside Municipal Code Chapter 13.12 to align the City's cross-connection control regulations with the State Water Resources Control Board's Cross-Connection Control Policy Handbook. The amendments would update references, backflow protection requirements, and installation standards to reflect current state regulations intended to protect the public water system from contamination.

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 approve the first reading of the ordinance amending SMC Chapter 13.12 cross connection control program.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: 2nd Reading will be held August 6, 2026

9. BUSINESS ITEMS

A. APPROVE THE SEASIDE LIBRARY MURAL

Recreation Superintendent Kee Hyon Higgins presented the updated design for a mural on the staircase leading to the Seaside Public Library. The revised concept, created by artist BEIS (Pedro Gonzalo Garcia), incorporated additional staircase artwork and book titles on the surrounding columns in response to prior City Council direction. The project budget was increased from \$11,500 to \$15,000 to accommodate design changes and travel costs, with funding provided through the Neighborhood Improvement Commission's transient occupancy tax allocation.

PUBLIC COMMENT: Ann Marie Pagan, Lynda Cunningham, Lora James

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 Seaside Library Mural.

RESULTS: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

B. ADOPT A RESOLUTION AUTHORIZING THE SUBMISSION OF LOCAL AUTHORITY RECOMMENDATIONS TO THE CALIFORNIA GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT FOR OPPORTUNITY ZONES 2.0 DESIGNATION OF CENSUS TRACTS 06053014108 AND 06053014000

City Manager Greg McDanel presented a resolution authorizing the City to recommend Census Tracts 06053014108 and 06053014000 for Opportunity Zones 2.0 designation. He explained that the designation could help attract long-term private investment for housing, mixed-use, hospitality, commercial development, former Fort Ord reuse, and corridor revitalization without committing City funding, changing zoning, or approving any specific project.

PUBLIC COMMENT: Lynda Cunningham

On motion by Council/Agency Member Burks and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to authorize the submission of local authority recommendations to the CA governor's office of business and economic development.

RESULT: 5-0-0-0

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

NOES: None

ABSENT: None

ABSTAIN: None

ACTION: ADOPTED RESO #26-77

C. ADOPT A RESOLUTION IN SUPPORT OF MODIFICATION OF STATE WATER BOARD ORDERS WR 2009-0060 AND 2016-0016 TO LIFT THE MORATORIUM ON NEW WATER SERVICE CONNECTIONS

City Attorney Sheri L. Damon presented a resolution supporting modification of State Water Resources Control Board Orders WR 2009-0060 and 2016-0016 to lift the moratorium on new Cal-Am water service connections. She explained that the moratorium has constrained housing, downtown redevelopment, and economic development projects, while regional water use and supply conditions have materially improved. The proposed resolution supports lifting the moratorium while retaining reporting requirements and safeguards allowing restrictions to be reinstated if future conditions warrant.

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 support the modification of state water board orders 2009-0060 and 2016-0016 to lift the moratorium on new service connections.

RESULTS: 5-0-0-0

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

NOES: None

ABSENT: None

ABSTAIN: None

ACTION: ADOPTED RESO #26-78

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Status Report on Cannabis Dispensary Agreements (Pacheco)
2. Car Week Communications Report (Garcia-Arrazola)

B. FOLLOW UP ON PREVIOUS REQUESTS

None.

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

Reports provided.

12. CLOSED SESSION

The Closed session items were removed from the agenda.

13. ADJOURNMENT

With no further business, the meeting adjourned at 8:58 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

SPECIAL MEETING
1441 Canyon Del Rey Blvd.
Friday, July 17, 2026
2:00 PM

1. CALL TO ORDER

Mayor Oglesby called the meeting to order at 2:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. PLEDGE OF ALLEGIANCE

Congressional Representative Jimmy Panetta led the pledge.

4. PUBLIC COMMENT

Lynda Cunningham

5. STUDY SESSION

**A. RECEIVE A PRESENTATION OF THE CITY'S STRATEGIC PRIORITIES
AND KEY PROJECTS (CITY MANAGER GREG MCDANEL)**

City Manager Greg McDanel presented an overview of the City Council's 2026–2027 Strategic Plan and highlighted key accomplishments under its five strategic pillars, including the launch of an AI-powered website search tool, continued progress on Campus Town, initiatives supporting inclusion and community belonging, advancement of the Broadway Complete Streets and San Pablo Pedestrian Bridge projects, and establishment of the Youth Opportunity Grant Program. The presentation also identified several priority projects requiring continued state and federal advocacy and funding, including water, stormwater, public safety, transportation, and cultural facility improvements.

**B. RECEIVE LEGISLATIVE UPDATES AND REMARKS FROM
CONGRESSIONAL REPRESENTATIVE JIMMY PANETTA**

Congressman Jimmy Panetta provided a federal legislative update, including:

- Recent bipartisan housing legislation intended to reduce regulatory barriers, protect housing subsidies, and improve access to home financing.

- Proposed federal tax incentives for workforce and middle-income housing, first-time homebuyers, and homeowners considering the sale of long-held properties.
- The Rental Relief Act and broader federal efforts to address housing affordability and high rental costs.
- Challenges with physician availability on the Central Coast and legislation to adjust Medicare reimbursement rates to reflect inflation and support patient access to providers.
- Concerns regarding federal changes affecting Medi-Cal/Medicaid enrollment, Affordable Care Act premium assistance, Supplemental Nutrition Assistance Program benefits, and the national debt.
- Federal reconciliation legislation related to immigration enforcement and military spending, and concerns regarding training, oversight, body-camera use, and accountability.
- Concerns regarding proposed federal voting requirements and their potential effect on access to voter registration and mail voting.
- Efforts to oppose expanded offshore oil drilling, designate the Monterey Bay region as a National Heritage Area, and establish the Sloat Monument/Lower Presidio area as a national historic park.
- Congressman Panetta emphasized his office's commitment to assisting the City with federal matters and supporting locally driven priorities.

C. RECEIVE LEGISLATIVE UPDATES AND REMARKS FROM STATE LEGISLATIVE OFFICES

Sami Eastton, Field Representative for U.S. Senator Adam Schiff, reported on:

- Senator Schiff's statewide outreach and the Fresno regional office's service area, which includes Monterey County and other Central California counties.
- Fiscal Year 2027 appropriations requests, including Monterey County wastewater treatment and water-quality projects.
- The Senator's work on specialty crops, SNAP and food purchasing assistance, oil-company price-gouging concerns, environmental and public works matters, and Small Business Administration information-technology modernization.
- Ongoing discussions with the U.S. Army regarding the Chapel property and efforts to identify the status of the agreement and any outstanding issues.

Nicole Kolene, Field Representative for Assemblymember Dawn Addis, highlighted:

- Legislation addressing student data privacy, behavioral health access, nondiscrimination in health coverage, continuity of health coverage, reef-safe sunscreen labeling, and monarch butterfly habitat protection.
- The 2026–27 State Budget and continued investments in healthcare, education, childcare, victim services, wildfire prevention, food assistance, and other essential programs.
- Potential local impacts of federal reductions to Medi-Cal and CalFresh.

- The Veterans and Affordable Housing Bond Act of 2026 and its potential to expand affordable housing and homeownership opportunities for veterans and working families.
- The Assemblymember's availability to support the City through letters, state-agency coordination, and advocacy in Sacramento.

Natalie Boston, District Representative for State Senator John Laird, reported on:

- The adopted State Budget, including efforts to balance state finances, reduce the structural deficit, maintain reserves, delay certain Medi-Cal reductions, support hospitals, address homelessness, and preserve childcare and services for seniors and persons with disabilities.
- SB 963, concerning timelines and predictability in the coastal development permit appeal process.
- SB 1139, authorizing enforcement of restrictions on the use of potable water for irrigation of nonfunctional turf within the Monterey Peninsula Water Management District.
- The Veterans and Affordable Housing Bond Act, anticipated for the November 2026 ballot, and its potential to help finance housing projects ready for construction.
- Senator Laird's resolution opposing expanded federal offshore oil drilling.
- The Senator's district office as a resource for City support letters and constituent assistance involving state agencies.

D. DISCUSS AND CONSIDER FUNDING OPPORTUNITIES FOR CITY OF SEASIDE

- Legislative representatives advised the City to begin identifying potential projects early in the calendar year and to participate in appropriations webinars and agency-specific consultations.
- Representatives noted that projects with defined community benefits, measurable outcomes, demonstrated need, and readiness to proceed are generally more competitive, while research and planning projects may also qualify.
- Federal offices coordinate project submissions to avoid duplication and determine the best fit among congressional and senatorial priorities.
- State representatives encouraged the City to communicate needs early, even during difficult budget years, so projects and priorities are known when funding becomes available.
- Councilmembers expressed appreciation for the representatives' reports and emphasized the importance of continuing relationships with federal and state offices, aligning City priorities with available programs, and preparing viable requests in advance.
- Councilmember García-Arrazola discussed the value of submitting requests early and considering phased funding, studies, environmental review, and bond-funded opportunities as pathways to advance City projects.
- Councilmember Burks expressed appreciation for the women serving as legislative representatives and emphasized collaboration and alignment with legislative priorities.

- Mayor Pro Tem Pacheco thanked the representatives and noted that continued communication could improve the City's position for future allocations.
- The City's legislative advocate emphasized consistent communication with elected officials and staff, timely input on legislation, and sustained advocacy regarding Seaside's needs.
- The City Attorney thanked the legislative offices for their responsiveness and noted the importance of coordinating with the City Manager, legislative advocate, and City Council to identify appropriate projects and support.
- The City Manager thanked the representatives and City partners and emphasized that open communication strengthens relationships with Sacramento and Washington, D.C., and supports future partnership opportunities.
- Mayor Oglesby thanked the representatives and emphasized the City's desire to be an active partner, maintain a stronger presence in Sacramento and Washington, D.C., and use intergovernmental relationships to improve residents' quality of life.

6. ADJOURNMENT

With no further business, the meeting adjourned at 3:50 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Corryn Bennett, Accountant II

DATE: August 6, 2026

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of May 30, 2026 through June 12, 2026, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period of June 11, 2026. Total Accounts Payable and Payroll for the above referenced period is \$2,935,903.61.

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:

- \$16,136.23 to CELLEBRITE INC. for Forensic and data extraction software subscription for the period of 05/20/26-05/19/27.
- \$103,500.00 to FLOCK GROUP, INC. for License plate reader cameras and shot detection & renewal fee for fiscal year 2026/2027.
- \$10,556.25 to ADVEXURE LLC for Purchase of (1) thermal drone and accessories

- for the Fire Department.
- \$14,520.12 to W.W.GRAINGER, INC. for Purchase of (1) walk-behind concrete saw for Public Works.
 - \$16,022.40 to MEYERS NAVE, A PROFESSIONAL CORPORATION for Professional legal services for Seaside Highlands and GPU Litigation through the period of April 2026.
 - \$224,159.15 to JMS CEMENT CONTRACTORS INC for Professional construction services progress payment #1 for FY2026 Citywide ADA curb ramps project.
 - \$19,736.25 to JMS CEMENT CONTRACTORS INC for Professional construction services progress payment #6 for Eucalyptus Road infiltration unit repair project.
 - \$66,646.15 to AMERICAN INTEGRATED RESOURCES INC for Professional demolition services for Phase 1b Fort Ord Demolition project through 04/30/2026.
 - \$26,920.00 to PERSPECS DEVELOPMENT SERVICES, LLC for Professional building official services for Campus Town through April 2026.
 - \$16,070.84 to AMERICAN MEDICAL RESPONSE WEST for Purchase of (1) LUCAS CPR device for the Fire Department.
 - \$22,500.00 to COMMON SENSE AL INC. for AI powered public records search portal for the period of 02/06/26-02/05/27.
 - \$49,550.78 to MONTEREY CO. CONVENTION & VISITOR'S BUREAU for TID (Tourism Improvement District) remittance for the reporting period of March 2026 for the 13 Seaside motels/hotels.
 - \$45,791.06 to MONTEREY CO. CONVENTION & VISITOR'S BUREAU for TID (Tourism Improvement District) remittance for the reporting period of April 2026 for the 13 Seaside motels/hotels.
 - \$16,877.25 to WALLACE GROUP for April 2026 invoices for projects: Broadway Complete Streets prof svcs, and SCSD On-Call Broadway sewer prof svcs.
 - \$27,416.44 to MONTEREY PENINSULA WATER MGMT DISTRICT for Re-issue two payment to Seaside Basin Watermaster services for the periods of Oct-Dec 2025 and Jan-Feb 2026.
 - \$64,005.62 to PACIFIC GAS & ELECTRIC for Collective accts for street lights, highway lighting, park lights and city office buildings. Service for the statement period of 04/24/25-05/22/26.
 - \$58,841.00 to VILLAGE PROJECT INC. for BSCC-Prop 47 Grant invoices for the period of March 2026.
 - \$39,815.00 to DON CHAPIN COMPANY, INC. for Payment for on-call construction services for Laguna Grande Park patio pad.
 - \$65,782.43 to TYLER TECHNOLOGIES, INC. for Annual fee for ERP Pro 10 software from 7/1/2026-6/30/2027.
 - \$139,242.54 to MARINA COAST WATER DISTRICT for Recycled water meter services for the period of May 2026.
 - \$40,428.00 to BEAR ELECTRICAL SOLUTIONS for Response and proactive traffic signal maintenance for the period of May 2026; Replacement of Cutino Park baseball lighting April 2026.

- \$13,588.40 to TARGETSOLUTIONS LEARNING, LLC. for Premier maintenance fees for 7/1/26-6/30/27 for on-line training and certificates management system.
- \$11,104.99 to MIRACLE PLAYSYSTEMS, INC. for Second invoice for purchase and installation of replacement playground equipment at Stuart Park.
- \$43,370.82 to KIMLEY-HORN AND ASSOCIATES, INC. for April 2026 professional services for Phase 2 Broadway Complete Streets and Intersection Control Evaluation project at Fremont and Del Monte.
- \$13,908.55 to CITY OF SALINAS for Cal OES Regional Hazardous Materials Response pass through payment.
- \$18,662.50 to SCHAAF & WHEELER, CONSULTING CIVIL ENGINEERS for Professional engineering services for the Storm Drain Master Plan through April 2026.
- \$13,109.30 to STURDY OIL COMPANY for 1,507 gallons of regular gas (ethanol) and 688 gallons of clear diesel delivered to the public works department on 05/20/2026.
- \$14,281.00 to SEASIDE HOUSING LP for July 2026 rental assistance program for (11) tenants.
- \$22,587.31 to ENTERPRISE FM TRUST for Monthly payment for (21) leased City vehicles for the period of June 2026.
- \$75,075.02 to RRM DESIGN GROUP for Professional architectural and engineering services for Fire Station 2 for the period of April 2026.

The Net Payroll and Payroll benefits total was \$1,023,304.15.

The remaining checks, totaling \$602,394.06, include payments to vendors for operating expenditures.

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

FISCAL IMPACT

There are no additional fiscal impacts.

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

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

Greg McDanel, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

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

FROM: Greg McDanel, City Manager

BY: Corryn Bennett, Accountant II

DATE: August 6, 2026

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of May 30, 2026 through June 12, 2026, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period June 11, 2026. Total Accounts Payable and Payroll for the above referenced period is \$345.39.

BACKGROUND

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

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

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

- No checks exceeded \$10,000.

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

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

FISCAL IMPACT

There are no additional fiscal impacts.

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: August 6, 2026

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING SEPTEMBER 2026,
AS NATIONAL MENTAL HEALTH AND ADDICTION RECOVERY
MONTH IN THE CITY OF SEASIDE**

RECOMMENDATION

Approve proclamation.

BACKGROUND

National Recovery Month is observed each September to promote evidence-based treatment and recovery practices, celebrate the nation's recovery community, and recognize the service providers and communities that support recovery in all its forms. The observance began in 1989 and continues to advance the message that prevention works, treatment is effective, and recovery is possible.

Mental health and substance use disorders can affect people of every age, background, and circumstance. Stigma and fear can prevent individuals and families from seeking help; therefore, public recognition plays an important role in promoting respectful, person-centered language, increasing awareness of available services, and reinforcing that seeking assistance is a sign of strength.

Sun Street Centers provides education, prevention, treatment, counseling, and recovery services to individuals and families throughout Monterey County, regardless of income level. Its work supports healthier families and helps residents establish and sustain long-term recovery.

The proposed proclamation recognizes September 2026 as National Recovery Month, honors people in recovery and those who support them, and encourages Seaside

residents to participate in programs and activities that promote hope, healing, inclusion, and wellness. This item supports the City Council priority of fostering a Diverse and Inclusive Community and advances Community Safety and Quality of Life by promoting access to recovery resources, reducing stigma, and recognizing community-based services that strengthen individual and family well-being.

The presentation of a ceremonial proclamation is not a project subject to the California Environmental Quality Act because it has no potential to result in a direct or reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

None.

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. National Recovery Month Proclamation

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

City of Seaside PROCLAMATION



NATIONAL RECOVERY MONTH September 2026

WHEREAS, *National Recovery Month is observed each September to promote evidence-based treatment and recovery practices, celebrate the strength of people in recovery, and recognize the families, service providers, and communities that make recovery possible; and*

WHEREAS, *mental health and substance use disorders affect individuals and families across every community, and recovery is possible when people have access to compassionate care, effective treatment, stable housing, meaningful connection, and sustained support; and*

WHEREAS, *recovery is a deeply personal journey that may take many pathways, and people in recovery can build healthy, fulfilling lives while contributing their talents, experiences, and leadership to the community; and*

WHEREAS, *raising awareness and using respectful, person-centered language helps reduce stigma, encourages people to seek assistance, and strengthens a community culture in which asking for help is recognized as an act of courage; and*

WHEREAS, *Sun Street Centers supports individuals and families throughout Monterey County by providing education, prevention, treatment, counseling, and recovery services, regardless of income level; and*

WHEREAS, *the City of Seaside recognizes the essential work of recovery professionals, peer support specialists, families, advocates, and community organizations whose dedication helps residents begin and sustain recovery; and*

NOW, THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim September 2026 as **National Recovery Month** in the City of Seaside and call upon all residents to honor the courage of people in recovery, support those seeking help, and participate in activities that promote hope, healing, and recovery for all.*

Ian N. Oglesby, Mayor
August 6, 2026



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: August 6, 2026

SUBJECT: APPROVE CO-SPONSORSHIP AND WAIVE ALL FEES RELATED TO THE MONTEREY COUNTY POPS! LABOR DAY CONCERT AT SEASIDE CITY HALL LAWN ON SEPTEMBER 7, 2026, IN THE AMOUNT OF \$5,762.75

RECOMMENDATION

Approve the co-sponsorship and fee waiver request from Monterey County POPS!

BACKGROUND

Monterey County POPS! is requesting co-sponsorship to waive all fees and staff costs related to their Labor Day Concert on the City Hall Lawn on September 07, 2026. A Special Event application was submitted and reviewed by staff and the Special Event Committee.

Monterey County POPS! is an orchestra dedicated to bringing pop and patriotic music performed by professional musicians free-of-charge to the families and visitors of Monterey County while identifying, engaging, and educating under-served youth of Monterey County. The concert on the City Hall lawn would include pop and patriotic music, along with a selection of hispanic favorites. Rehearsal will start at 9:00 a.m. with opening events at noon and the concert from 2:00 p.m. to 3:30 p.m. Folks can bring their chairs and have a picnic and enjoy the music on the lawn.

They are anticipating an ongoing partnership with the city providing logistics support, including any food vendors or other activities, 30 chairs for the orchestra and tents for the orchestra, toilets, advertising, amplified sound/music, trash collection, have access to the parking area to reserve 25 parking spots, installation of their banner, loading zone and six reserved parking spaces on Harcourt Avenue next to the lawn.

The City Council has approved this request on an annual basis since 2024.

FISCAL IMPACT

Should the City Council approve the request for co-sponsorship of the Monterey County POPS! Labor Day Concert to waive all fees and costs, the approximate fiscal impact is as follows:

Special Event Application Fee	\$ 138.00
City Hall Lawn Rental Fee	\$ 121.00
City Hall Lawn Non-Refundable Deposit	\$ 45.75
Amplified Sound/Music System	\$3,500.00
Public Works Staff Time/Setup and Breakdown	\$ 808.00
<u>Portable Potties & Hand Wash Station Quote</u>	<u>\$1,150.00</u>
TOTAL	\$5,762.75

STRATEGIC PRIORITY

Diverse and Inclusive Community, Community Safety & Quality of Life

ATTACHMENTS

1. Monterey County POPS! Special Event Application 2026
2. Monterey County POPS! - Fee Waiver 2026
3. Monterey County POPS! - 501(c)(3)

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**SEASIDE
CALIFORNIA**

Special Event Application

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

Date:

Dear Event Sponsor:

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

Effective July 01, 2026 a \$138.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Dan Meewis
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6821
Email: dmeewis@ci.seaside.ca.us



**SEASIDE
CALIFORNIA**

Special Event Application

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

CONTACT INFORMATION:

Organization: Monterey County POPS!

Name of Applicant: Chuck Elliott

Address: 25197 Canyon Drive City: Carmel State: CA

Phone: 831-277-5269 Email: zchazz1@gmail.com

Day of Event Contact Name and Phone: Same

EVENT INFORMATION:

Event Title: Monterey County POPS! Labor Day Concert

Event Category:

- ☐ Athletic / Recreation
☐ Celebration / Festival
☐ Carnival

- ☒ Concert / Performance
☐ Parade / March / Procession
☐ Other: _____

- ☐ Circus
☐ Dance

Event Date and Time: Monday September 7, 2026

Setup: 8 AM Event Start: 12 PM Event End: 3:30 PM Clean up: 4 PM

Event Location: Seaside City Hall Lawn

EVENT DESCRIPTION:

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

Orchestra rehearsal starting at 9 AM. Opening events starting at noon. Concert 2-3:30 PM.

Number of Participants: 35 piece orchestra Event Benefiting: Seaside community

Federal ID # (if applicable): 77-0076147

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

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



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

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

How will the event be advertised and promoted? _____

Jointly by City of Seaside and Monterey County POPS!, EMail, Newspaper, radio

Signs posted: 12 foot Monterey County POPS! banner

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

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

☒ Other: POPS! will provide sound/ music system and TV broadcast. Electrical support from the City required.

Will the event include music or live performances?

☒ Yes ☐ No

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

☒ Yes ☐ No

Do you intend to sell food or beverage?

☐ Yes ☒ No

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

Do you intend to sell other merchandise?

☐ Yes ☒ No

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

Vendor Name

Vendor Address

Describe Merchandise

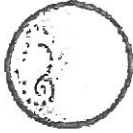
Will alcohol be served?

☐ Yes ☒ No

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

☐ Yes ☒ No

Parking arrangements: Streets, City Hall lot and DMV lot. Request 25 reserved spaces for POPS!



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

Board members on site

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

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

Joint advertising of the event. Provide and set up 30 chairs for Orchestra. Electrical hookups for amplified sound/music and TV broadcast. Trash collection. 25 reserved parking spots. Provide sanitary facilities. City representative on site at event.

Porta Potties

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

City of Seaside

Other pertinent information or special requests:

Install 12 foot Monterey County POPS! banner.

APPLICANT AGREEMENT

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

Applicant Signature: Chuck Elmer

Date: 7/20/26



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

Attach to application and mail to:

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

SPECIFIC EVENT CONDITIONS OF APPROVAL

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

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

PROVISIONS

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

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

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

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

Applicant Signature: Cheryl Elliott

Date: 7/20/26



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

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

BENE-MARC ATHLETIC

Insurance Agency: INDEPENDENT AGENCY

Insurance Agent: STEVE DECARLO

Phone Number: 831-596-7329

Policy Number: 18436181

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

Applicant Signature: Chuck Elliott

Date: 7/12/26

(For Office Use Only)

Authorization

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

Comments: _____



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Monterey County

POPS!

Name of Applicant: Chuck

Elliott

Address: 25197 Canyon Drive City:

Carmel State: CA

Phone: 831 277 5269 Email:

zchazz1@gmail.com

EVENT INFORMATION:

Event Title: Monterey County POPS! Labor Day

Concdrt

Event Description:

Concert

Event Date: 9/7/26 Room(s) Requested:

Time (including set-up): 8 AM 4 PM - Approximate Number of Guests: 500

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Free concert benefitting Seaside residents

Have you received a Fee Waiver in the past? ☒ Yes, the event was on Sept 1,
2025 ☐ No

What is your organization's tax identification number? 77-0076147

What percentage of your members or participants resides in Seaside?

10%

Is your organization based in Seaside? ☒ Yes ☐ No

Is your organization able to provide liability insurance? ☒ Yes ☐ No

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



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

Applicant Signature: Chuck Elliott *Charles F. Elliott*

Date: July 20, 2026 _____

(For Office Use Only)

Fee Waiver Request: → Approved → Denied → Appealed

Security Deposit Required? → Yes → No

Staff Signature: _____ Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



**SEASIDE
CALIFORNIA**

**Parks and Picnics
Facility Use Request Form**

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

CONTACT INFORMATION:

Name of Applicant: CHUCK ELLIOTT
Address: 25791 CANYON DRIVE City: CHAZMEL Zip: 93923
Phone: 631-277-5269 Email: ZCHAZZ@GOTAHOO.COM
☐ Resident ☒ Non-Resident Organization: MONTREY COUNTY PARKS

FACILITY RESERVATION:

Intended Use/Activity: LIT 300 DAY COUNCIL
Reservation Date(s): 9/7/26 Times: (Available 8 AM-Dusk) 8:00 - 5:00
Location Requested: (All fees per current adopted fee schedule)

Soper

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

Laguna Grande Park

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

Other

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

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

☐ Bounce House (additional fee)

Estimated Attendance: 500

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____ Date: _____

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

Updated 04/23

Page 1 of 2



**SEASIDE
CALIFORNIA**

Parks and Picnics Facility Use Request Form

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

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

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

Initials: CCE

Food Sales and Prohibited Goods & Materials:

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

Initials: CCE

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

NOTE: All Park Rental Fees Are Non-Refundable
75% of cleaning deposits will be refunded within 14 -21 working days after use of facility.
The remaining 25% of the deposit will be kept in the Janitorial/Maintenance account.

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

Signature of Applicant: Chuck C. C. C.

Date: 7/20/26

Date:

17 OCT 1985

NIR

Monterey Bay Symphony Association
1340 Munras, Suite 308
Monterey, CA 93940

Employer Identification Number:
77-0076147
Accounting Period End: 6
May 31
Foundation Status Classification:
509(a)(1) & 170(b)(1)(A)(vi)
Advance Ruling Period Ending:
May 31, 1987
Person to Contact: Taxpayer
Service Representative
Contact Telephone Number:
(800) 424-1040

Dear Applicant:

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

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

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

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

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination

1961 OCT 21

REGISTRY OF
CHARITABLE TRUSTS
OCT 21 1965

until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 170(b)(1)(A)(vi) and 509(a)(1) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 170(b)(1)(A)(vi) and 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 170(b)(1)(A)(vi) and 509(a)(1) organization.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name and address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

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

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

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

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

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Dues, subscriptions, ticket purchases, and similar payments may not necessarily qualify as deductible contributions, depending on the circumstances.

In the event you carry on fund raising activities, such as sales of merchandise or admission tickets to benefit performances, you may not represent that the full purchase price of such item entitles the patron to a deduction for federal income tax purposes. In those cases in which your fund raising activity is designed to solicit payments which are in part a gift and in part the consideration for goods, services, or other benefits, you must determine in advance of solicitation the amount to be attributed as the consideration and the amount to be attributed as a gift. You should clearly indicate these respective amounts in the publicity for such activity and upon any ticket, receipt, or other evidence issued in connection with payment. Moreover, the amount attributable to the consideration must reflect that fair market value of such goods, services, or other benefits and be reasonable in comparison with those for which there are established charges.

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

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

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

Sincerely yours,

District Director

ARTICLES OF INCORPORATION
OF
MONTEREY BAY SYMPHONY ASSOCIATION

**ENDORSED
FILED**

In the office of the Secretary of State
of the State of California

JUL - 9 1985

MARCH FONG EU, Secretary of State
Leslie Glenn
Deputy

I

The name of this corporation is MONTEREY BAY SYMPHONY ASSOCIATION.

II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The specific purpose of this corporation is to present music of the highest quality to the people of the State of California.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

W. K. STEWART
26415 Carmel Rancho Boulevard
Carmel, CA 93923.

IV

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

REGISTRY OF
CHARITABLE TRUSTS
Jul 23 '85

V

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

DATED: July 3, 1985.



W. K. STEWART
Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.



Incorporator

STATE OF CALIFORNIA

FRANCHISE TAX BOARD
SACRAMENTO, CALIFORNIA 95867
October 21, 1985



N/R
In reply refer to
342:APP:PTS:rjs:g

MONTEREY BAY SYMPHONY ASSOCIATION
1340 Munras Avenue
Monterey, CA 93940

Purpose : Educational and Charitable
Form of Organization : Corporation
Accounting Period Ending: May 3
Organization Number : 1280616

On the basis of the information submitted and provided your present operations continue unchanged or conform to those proposed in your application, you are exempt from state franchise or income tax under Section 23701d, Revenue and Taxation Code. Any change in operation, character or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address also must be reported.

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

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

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

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

Please furnish this office with a copy of the organization's proposed budget.

Exempt Organization Unit
Telephone (800) 852-7050

cc: W. K. Stewart
Registrar of Charitable Trusts

COPY



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: August 6, 2026

SUBJECT: APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE HALL AND KITCHEN TO HOLD THEIR ANNUAL "DIA DE LOS MUERTOS" EVENT ON NOVEMBER 1, 2026, IN THE AMOUNT OF \$717.00

RECOMMENDATION

Approve the fee waiver.

BACKGROUND

Palenke Arts is a non-profit organization, and they are requesting a fee waiver to help cover the costs associated with their annual event "Dia de los Muertos" (Day of the Dead) celebration on Sunday, November 1, 2026, from 10:00 a.m. to 9:00 p.m. in the Laguna Grande Hall and kitchen at the Oldemeyer Center. This is the sixth year that Palenke Arts has requested a fee waiver for this event, with the last request being in 2025.

This event will feature a variety of demonstrations and presentations from the different programs offered by Palenke Arts, as well as a large "Ofrenda" which will honor those in our community who have passed away.

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

- Palenke Arts is a 501(c)(3) non-profit organization.
- 95% of the members or participants reside in Seaside.
- The organization does provide an in-kind service in the community for people in

need.

Palenke Arts has received a fee waiver for their "Dia de los Muertos Celebration (Day of the Dead)" annually since 2021.

Staff recommends that the fees be waived for the rental cost of the facility and deposit and that the organization provide liability coverage.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

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

Should the City Council approve the request with the staff recommendation to waive all rental fees and deposit, the fiscal impact is \$717.00 out of account 100.3672.

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. Palenke Arts Fee Waiver Request Dia de los Muertos Celebration (Day of the Dead) 2026
2. 501(c)(3) - Palenke Arts

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Palestine Arts
Name of Applicant: Juan L. Sanchez
Address: 1713 Broadway Ave City: Seaside State: CA
Phone: 831-899-9909 Email: juan[sanchez]@hotmail.com
831-333-6612

EVENT INFORMATION:

Event Title: Día de los Muertos
Event Description: Day of the Dead celebration + community Atty
Event Date: Nov 1, 2026 Room(s) Requested: Logan Board Hall
Time (including set-up): 10am - 8pm Approximate Number of Guests: 200

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Community event open to the public that has been appreciated for the last 4 years
Have you received a Fee Waiver in the past? ☒ Yes, the event was on 6/2/24 ☐ No
What is your organization's tax identification number? 82-1786480
What percentage of your members or participants resides in Seaside? 95
Is your organization based in Seaside? ☒ Yes ☐ No
Is your organization able to provide liability insurance? ☒ Yes ☐ No
Will alcohol be served or sold at your event? ☐ Yes ☒ No

Applicant Signature: _____

Date: 7/17/26

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



**SEASIDE
CALIFORNIA**

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



SEASIDE CALIFORNIA

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

CONTACT INFORMATION

ROOM: Laguna Grande Hall

Organization: Palenque Arts

Name of Applicant: Juan L. Sanchez

Address: 1713 Broadway Ave. City: Seaside Zip: 93955

Phone: 831-899-9909 Email: juanlsanchez@hotmail.com

Day of Event Contact Name and Phone: same 831-333-6612

☒ Resident ☐ Non-Resident

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

Event Title: Dia de los Muertos

*Please attach invitation or flyer if available.

Event Date: Nov. 1, 2020 Approximate Number of Guests: 200

Reservation Time (including set-up): 10am - 5pm Event Time: 6 - 8pm

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

Special Instructions: _____

Request to use the City's:
*Subject to availability

☐ Podium

☐ Microphone

☐ Projector Screen

**Projectors and other electronic equipment will not be provided

	Yes	No		Yes	No
Is the event open to the public?	☒	☐	Will refreshments be served?	☐	☒
Will admission be charged?	☐	☒	Will refreshments be sold?	☐	☒
Are you a non-profit organization?	☒	☐	Will you be using the kitchen?	☐	☒
Will there be music?	☒	☐	Will alcohol be served?	☐	☒
Will there be live music and/or DJ?	☒	☐	Will alcohol be sold?	☐	☒
Name of band or DJ:	*Alcohol is prohibited at youth oriented events				

Trio Los Chimeros

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

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

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

Applicant Signature: _____

Date: 7/10/20

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Parks & Recreation Department

Updated 08/23



SEASIDE CALIFORNIA

Facility Use Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-8800

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

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

	Resident	Non-Res
Hourly Rate	\$58.25	\$160.00
Deposit	\$855.00	\$848.00
(Refundable)	(\$556.75)	(\$720.80)
Alcohol Deposit	\$638.00	\$827.00
(Refundable)	(\$414.70)	(\$537.55)

Liability Insurance: \$87 - \$222 (2023)

Alcohol Premium: \$63.00 (2023)

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

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

☐ BLACKHORSE MEETING ROOM

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

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

☐ DANCE STUDIO

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

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

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

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

☐ SEASIDE MEETING ROOM

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

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

☐ SEASIDE COMMUNITY CENTER (SOPER)

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

	Resident	Non-Res
Hourly Rate	\$58.25	\$86.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$295.80)	(\$370.60)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$87 - \$222 (2023)

Alcohol Premium: \$63.00 (2023)

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

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

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

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

SEATING CONFIGURATION

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

☐ Classroom ☐ Conference ☐ U-Shaped ☐ Pods ☐ Theater ☐ Banquet ☐ Empty ☐ Other

--	--	--	--	--	--	--	--



RULES, REGULATIONS & CONDITIONS OF USE

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



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

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

IMPORTANT THINGS TO NOTE

- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
 - ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
 - ✓ Please include a sketch of how you would like the room to be set up if it is different than the diagrams provided on this form. Our facility staff will do their best to prepare the room as shown in your diagram. Do not write "same as before."
 - ✓ Food and beverage are allowed in certain rooms; please ask staff prior to providing refreshments.
 - ✓ Do not move furniture from one room to another. If you have additional needs, please contact the facility staff.
 - ✓ Please do not change rooms. If a different room is preferred and empty upon arrival, please check with the facility staff.
 - ✓ Come prepared. Our staff is not authorized to provide supplies for your meeting.
 - ✓ If you tape signs up regarding your meeting, please remove them upon your departure.
 - ✓ Smoking is prohibited within 20 feet of entrances, exits and windows.
 - ✓ In case of cancellation, please notify the Oldemeyer Center Front Office as soon as possible. Please see refund policy schedule below:
- | | |
|-------------------------------|---|
| 45 days in advance | Full refund, less a \$7 surcharge |
| 30-45 days in advance | Full refund, less the non-refundable part of security deposit |
| Less than 30 days in advance | Full refund, less the entire security deposit |
| Less than 48 hours in advance | No refund |
- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
 - ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
 - ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

Food Sales and Prohibited Goods & Materials:

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

Initials: _____

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

DEPARTMENT OF THE TREASURY

Date: **JAN 30 2020**

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

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

Dear Applicant:

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

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

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

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

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

Letter 947

PALENKE ARTS

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Stephen A. Martin". The signature is written in a cursive, slightly slanted style.

Director, Exempt Organizations
Rulings and Agreements

Letter 947



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: August 6, 2026

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM SEASIDE RAIDERS CHEER PROGRAM TO HELP COVER THE COSTS ASSOCIATED WITH THEIR CHEER PROGRAM

RECOMMENDATION

Approve the request.

BACKGROUND

The Seaside Raiders Youth Cheer Program is requesting a \$3,000.00 donation from the Mayor's Youth Fund to help cover the costs associated with their Cheer Program, which range from cheer uniforms and practice apparel, practice and game equipment, attending camps, clinics, competitions, and skill development opportunities, league registration, and financial assistance for families in need. Cheerleading is a team sport where you learn to work well with your teammates. Athletes learn to help their teammates by supporting them mentally and physically. They learn to trust their teammates and that working together as a group is important for safety and success. Learning to work together as a group is an important skill that will stay with them into adulthood. The Seaside Raiders cheer program also provides the foundational skills of the sport, so the athletes can be better prepared for when they get to higher levels, such as: travel programs, high school teams and college cheer programs.

The Seaside Raiders have had thousands of youth participate in their programs throughout the years. Each individual is taught discipline, responsibility, leadership, sportsmanship, and respect. They provide a positive and safe experience that goes beyond what most of the participants get at school and sometimes at home. The

leadership team of the Seaside Raiders encourage recycling at all times. The team contributes to sustainability by adopting environmentally responsible practices at practices, performances, and events, such as minimizing waste, using reusable materials and supporting recycling efforts.

The program provides a community benefit by supporting the cheer team's participation, helping make opportunities possible, and helping their athletes to continue to grow both on and off the competition floor. They provide a safe, positive environment where their young athletes develop confidence, leadership, and lifelong friendships.

The Seaside Raiders partner up with the Moose Lodge and have a Bingo night to raise funds. They also have an annual raffle that is held by the Seaside Raider organization. These funding sources help supplement program costs.

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

- The Seaside Raiders is a non-profit organization in Seaside.
- They serve 50% of Seaside youth ages 5–14.
- Their program contributes to environmental sustainability and climate resilience.
- Their program has a municipal community benefit.

They received their last donation at the July 17, 2025, City Council meeting. They submitted their 2025 Mayor's Youth Fund Closing Report within the 60-day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance of the Mayor's Youth Fund account (601-2106) is \$59,879.79. If the City Council approves this request, the balance will decrease to \$56,879.79. This is for fiscal year 2026/27.

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

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. MYF - Seaside Raiders Cheer Program- 2026
 2. Seaside Raiders - 501(c)(3)
 3. Mayor's Youth Fund Closing Report - Seaside Raiders Cheer 2025
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

Terry Navarro - Online Form Submittal: Mayor Youth's Contribution Request

From: "noreply@civicplus.com" <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...>
Date: 7/22/2026 4:44 PM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

MAYOR'S YOUTH FUND POLICY

Purpose

The Mayor's Youth Fund provides supplemental financial assistance to Seaside youth and youth-serving organizations that enhance well-being, leadership, civic engagement, recreation, environmental sustainability and/or climate resilience. The Mayor's Youth Fund Policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applicants

Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as: Religious instruction, Sunday School, and Worship. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Allowable Expenditures

Eligible expenditures may include:

- Event or program costs such as field or facility rental, entry fees, or supplies.
- Equipment or uniforms directly supporting youth participation in extracurricular, athletic, cultural, or environmental programs.
- Transportation or travel expenses directly tied to eligible events
- Stipends or payments for qualified referees or contracted service providers directly supporting an approved youth event, program, or tournament.

- Materials or supplies advancing environmental sustainability, climate resilience, clean-energy awareness, conservation, waste-reduction efforts, community stewardship, or civic engagement.

The following expenses are not eligible: standard classroom supplies, textbooks, staff salaries or stipends, religious or political activities, personal gifts, activity rewards, or food and entertainment unrelated to program activities.

School Coordinated Funding Requests

Funding requests coordinated through schools may be considered when:

- The project provides a clear municipal or community benefit.
- Requests supplement but do not supplant school district funding.
- The activity involves collaboration with Seaside businesses, organizations, or City departments.
- The application includes written approval from the school principal of the participating school or an authorized district administrator confirming the project aligns with district policy and is not otherwise fully funded.

Submittal of Contribution Requests

In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed.
- Description of other fundraising or contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- A written description of how the proposed activity or event contributes to environmental sustainability and climate resilience, which may include: waste reduction, recycling, reuse, pollution prevention, clean-energy or solar-powered education, water conservation, habitat restoration, community stewardship, or other practices that support a healthy and sustainable Seaside.
- How this request will provide a municipal benefit (i.e., benefit the community).
- Proof of non-profit status (not a taxpayer's I.D. number) and a current W-9 form.
- If the request originates from a school or district-affiliated program, written sign-off by school principal or appropriate school district administrator must accompany the application.

Incomplete applications will not be forwarded for Council consideration.

Evaluation Process & Criteria

Funding requests are subject to City Council approval following staff review for eligibility and completeness. Evaluation will consider:

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence that the activity or event contributes to environmental sustainability and climate resilience, such as waste-reduction practices, recycling and reuse efforts, clean-energy or solar-power learning, conservation initiatives, habitat restoration, or community stewardship projects that support a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).

Contribution Limits

In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

<i>Individuals</i>	<i>25% of total cost of activity (not to exceed \$1,000)</i>
<i>Groups (≤ 20 persons)</i>	<i>up to \$1,500</i>
<i>Groups (≥ 21 persons)</i>	<i>up to \$3,000</i>

Funding is limited to one contribution per applicant or organization within a twelve-month period.

Funding Requirements

- Submit the Mayor's Youth Fund Closing Report within 60 days of event, activity, or program completion. Applicants that do not furnish the report may not apply for funds for the following year.

- A representative from the organization is required to be at the Council meeting, or attend virtually, for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant.
- Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle/environmental sustainability **AND** municipal benefit are considered incomplete.

Individual Requests

Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000.

Payment Process

If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding payments shall be made directly to individuals, ensuring compliance with municipal auditing standards.

Submission

All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda.

(Section Break)

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION

Name of Organization	Seaside Raider Youth Football & Cheer
Name	Irene Miller
Email Address	seasideraidercheer@gmail.com
Address	PO Box 813
City	Seaside
State	CA
Zip Code	93955
Phone Number	831-521-3889

Additional Phone Number [831-277-9091](tel:831-277-9091)

Percentage of Residents or Students of Seaside 50

Number of Participants 60

Ages of Participants 5-14

(Section Break)

CRITERIA

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

Athletic

Is funding a reward for one of these activities?

No

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

The Raider cheer programs serve as ambassadors for the community by leading crowd engagement, supporting athletic programs, promoting spirit, and performing coordinated routines that include cheers, stunts, tumbling, jumps, and dance. Team members demonstrate dedication, discipline, teamwork, leadership, and positive sportsmanship both on and off the field.

Attach Additional Information as Necessary [2026 Donation Letter.pdf](#)

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

The Mayor's Youth Fund to help provide local children with the opportunity to participate in our upcoming cheer season with respect to

- Cheer uniforms and practice apparel
- Practice and game equipment
- Camps, clinics, competition, and skill development opportunities
- League registration
- Financial assistance for families in need

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

While cheerleading is not an environmental program, the team contributes to sustainability by adopting environmentally responsible practices at practices, performances, and events, such as minimizing waste, using reusable materials when possible, and supporting recycling efforts.

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

2025 Season Highlights

The Seaside Raiderettes traveled to Los Angeles to compete against talented teams from across the region. We are incredibly proud to share that:

🏆 Two Seaside Raiderette teams placed 1st in their divisions.

★ Both teams received the prestigious Judges' Award for outstanding performance, teamwork, and showmanship.

★ Twelve Raiderettes earned Individual Skills Awards recognizing their exceptional talent, technique, and dedication. These accomplishments reflect the hard work, dedication, and commitment of our athletes, coaches, and families. Community support makes these opportunities possible and helps our athletes continue to grow both on and off the competition floor. Your sponsorship helps ensure every child has the opportunity to participate, regardless of financial circumstances. Together, we can continue providing a safe, positive environment where young athletes develop confidence, leadership, and lifelong friendships.

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

We partner up with the Moose Lodge and have a BINGO night to raise funds. Along with an annual raffle that is held by the Seaside Raider organization.

Total Amount Requested: 3000.00

School-affiliated requests require district approval N/A

Electronic Signature Agreement I agree.

Electronic Signature Irene T. Miller

Date 7/22/2026

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



BUILDING STRONGER ATHLETES & LEADERS ON AND OFF THE FIELD

The Mayor's Youth Fund

c/o The Honorable Ian Oglesby
440 Harcourt Avenue
Seaside, CA 93955

Dear Mayor Oglesby,

On behalf of the Seaside Raiders Football & Cheer Organization, thank you for your continued commitment to supporting the youth of our community. We respectfully request a **\$3,000 sponsorship** through the Mayor's Youth Fund to help provide local children with the opportunity to participate in our upcoming cheer season.

The Seaside Raiders are dedicated to developing young athletes by teaching leadership, discipline, teamwork, sportsmanship, and resilience—skills that extend far beyond the playing field. Our program provides a safe, structured environment where children can build confidence, stay active, and form lifelong friendships while representing the City of Seaside with pride.

Many of the families we serve face financial challenges that make participation difficult. Your support would ensure that no child is turned away because of financial hardship.

A sponsorship of **\$3,000** will directly help provide:

- Cheer uniforms and practice apparel
- Practice and game equipment
- Camps, clinics, and skill development opportunities
- League registration
- Financial assistance for families in need

Every dollar invested in our organization is an investment in the future of Seaside's youth and surrounding areas. By supporting the Raiders, the Mayor's Youth Fund will help create opportunities that promote healthy lifestyles, academic success, positive mentorship, and community pride.

The Seaside Raiders are a registered 501(c)(3) nonprofit organization, making your contribution **tax-deductible**. Our Tax ID is **82-2225417**.

We would be honored to recognize the Mayor's Youth Fund and the City of Seaside for their generous support throughout our season and at community events.

Thank you for considering our request and for your dedication to the young people of Seaside. We appreciate your partnership in helping us continue to build champions on and off the field. If you have any questions or would like additional information, I would be happy to meet with you at your convenience.

With sincere gratitude,

Irene T. Miller

Board Member | Cheer Advisor

Seaside Raiders Football & Cheer

(831) 521-3889

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

DEPARTMENT OF THE TREASURY

Date: JUL 27 2017

SEASIDE RAIDERS YOUTH FOOTBALL
PO BOX 813.
SEASIDE, CA 93955-0000

Employer Identification Number:
82-2225417
DLN:
26053605002707
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 30, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

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

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

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

Letter 947

SEASIDE RAIDERS YOUTH FOOTBALL

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 7/15/2021

ESL ID: 3128656965

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 4042056

Entity Name: SEASIDE RAIDERS YOUTH FOOTBALL

- ☒ 1. The entity is in good standing with the Franchise Tax Board.
- ☐ 2. The entity is **not** in good standing with the Franchise Tax Board.
- ☐ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 .
- ☐ 4. We do not have current information about the entity.
- ☐ 5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov

Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: 08/07/2025

Name of Organization: Seaside Raiders Cheer

Contact: Candace Aiello

Address: PO BOX 813 Seaside CA 93955

Email/Phone: seasideraidersyouthfootball@gmail.com

Amount of Donation Received: \$3000.00

What Items were purchased with Mayor's Youth Fund Donation:
Poms, cheer camp gear, bows,

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.
Provide recycling bins at all home games and practices and encourage personal water containers to reduce recycling.

Signature: Candace Aiello

Date: 08.15.25

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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Andreas Baer, Assistant Public Works Director
Kirstin van Gend, Administrative Analyst II

DATE: August 6, 2026

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC. FOR SUPPLEMENTAL SOIL SAMPLING SERVICES FOR PRE-DEMOLITION AND POST-DEMOLITION SOIL SAMPLING - PHASES 2A THROUGH 2C FOR AN AMOUNT NOT TO EXCEED \$44,700.00 TO BE PAID FOR BY FORT ORD REUSE AUTHORITY BONDS

RECOMMENDATION

Approve amendment.

BACKGROUND

Geosyntec is an approved consultant on the City's On-Call list approved by City Council on May 16, 2024. They have experience performing environmental investigation, excavation, and reporting work in the Phase 1A Development Area. Over the last few months, it was discovered that the extent of the lead-based-paint impacts on the soil was wider than originally anticipated.

On June 17, 2024, the City Manager signed a contract with Geosyntec Consultants, Inc. (Geosyntec) for Environmental Consultant Services - Phase 1A Preliminary Endangerment Assessment and Phase 1B Document Review for an amount not to exceed \$24,800.00. The scope of services and associated budget in the proposal included: environmental consultation, document preparation, and agency coordination services related to the properties near the intersection of Lightfighter Drive and General Jim Moore Boulevard in Seaside.

On October 3, 2024, City Council approved Amendment 1 to the contract to increase the amount by \$62,400.00 for supplemental soil sampling services for Campus Town Phase 1A, and on November 21, 2024 Amendment 2 was approved, increasing the contract by another \$159,300.00 for soil removal, additional testing and reporting services for Campus Town Phase 1A. Amendment 3 was approved by the City Manager on June 20, 2025 to extend the Geosyntec contract through June 30, 2026 and did not include an increase to the contract amount.

On October 2, 2025, City Council approved an amendment for \$43,100.00 for supplemental soil sampling for Campus Town Phases 1B, 2A, and 2B near the intersection of General Jim Moore Boulevard and Gigling Road, also known as Fort Ord Surplus II Areas. This included environmental sampling, tabulation of data, and evaluation of results. Staff reviewed the scope and fee of the proposal, and found it acceptable.

On January 15th, 2026, the City Council approved an amendment for \$178,100.00 for supplemental soil sampling for Campus Town Phases 1B, 2A, and 2B near the intersection of General Jim Moore Boulevard and Gigling Road, also known as Fort Ord Surplus II Areas. This included environmental sampling, tabulation of data, and evaluation of results. Staff reviewed the scope and fee of the proposal, and found it acceptable.

Geosyntec submitted a proposal on June 22nd, 2026, for \$44,700.00. The scope of services supports the Campus Town development plan by performing PFAS/PFOS soil sampling as well as the development of a soil management plan and expanded Post-Demolition soil sampling for Campus Town Phases through 2C near the intersection of General Jim Moore Boulevard and Gigling Road, also known as Fort Ord Surplus II Areas. This will include environmental sampling, tabulation of data, and evaluation of results. Staff reviewed the scope and fee of the proposal, and found it acceptable.

Staff recommends adopting a resolution authorizing an amendment to the professional services agreement with Geosyntec Consultants, Inc. for a total revised contract amount not to exceed \$44,700.00.00 and written amendments such that the total agreement does not exceed \$606,400.00.

FISCAL IMPACT

The proposed contract amendment with Geosyntec Consultants, Inc. for additional services related to Campus Town Phase 1A is in the amount of \$44,700.00. Fees and costs presented by this contract will not impact the General Fund, they will be paid for by Campus Town Sales proceeds and permit fees. This Resolution will authorize the Finance Director to make all necessary budget adjustments to support funding this activity.

STRATEGIC PRIORITY

Enhanced Physical Infrastructure & Abundant Water Supply

ATTACHMENTS

1. Resolution
 2. Amendment 7
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC. FOR SUPPLEMENTAL SOIL SAMPLING SERVICES FOR PRE-DEMOLITION AND POST-DEMOLITION SOIL SAMPLING - PHASES 2A THROUGH 2C FOR AN AMOUNT NOT TO EXCEED \$44,700.00 TO BE PAID FROM FORA DEMOLITION BONDS

WHEREAS, on June 17, 2024, the City Manager approved a professional services agreement with Geosyntec Consultants, Inc. (Geosyntec) for Environmental Consultant Services - Phase 1A Preliminary Endangerment Assessment and Phase 1B Document Review for an amount not to exceed \$24,800.00; and

WHEREAS, the contract was amended on October 3, 2024, November 21, 2024, October 2, 2025, and January 15th, 2026 expanding the scope and increasing the contract amount for supplemental soil sampling for Campus Town Phases one and two; and

WHEREAS, Geosyntec submitted a proposal on June 22nd, 2026, for ongoing environmental consulting support in the amount of \$44,700, for a total revised contract amount of \$606,400; and

WHEREAS, staff reviewed the scope of work and fee in the proposal, and found it acceptable; and

WHEREAS, this work will be paid for from FORA demolition bond funds and there are sufficient funds to fund the additional soil sampling services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorizes the City Manager to execute an amendment to the professional services agreement with Geosyntec Consultants, Inc. for ongoing environmental support for an amount not to exceed \$44,700.00 such that the total agreement does not exceed \$606,400; and

NOW, THEREFORE, BE IT ALSO RESOLVED, that the City Council of the City of Seaside does hereby authorizes the Finance Director to make budget adjustments as necessary.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 6th day of August, 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

CONTRACT AMENDMENT #7

PROFESSIONAL SERVICES

City of Seaside

Date: July 27, 2026

Change Requested by: X City Consultant**Contract Date**June 17, 2024**Project Name**Environmental Consultant Services – Phase 1A Preliminary
Endangerment Assessment and Phase 1B Document ReviewTo (Consultant): Geosyntec Consultants, 1111 Broadway, 6th Floor, Oakland CA 94607

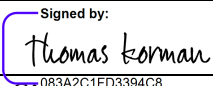
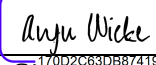
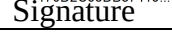
You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

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

MODIFY the following text in **Section 5, “PAYMENT.”**

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B, B-1, B-2, B-3, B-4, and B-5** attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **SIX HUNDRED SIX AND FOUR HUNDRED DOLLARS (\$606,400.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,800.00	\$536,900.00	\$44,700	\$606,400
Original Contract Time	Original Completion Date	Months Added (Including This Amendment)	Revised Completion Date
12 Months	June 30, 2025	24	June 30, 2027

SUBMITTED BY:		
Signed by: 	Thomas Korman Public Works Director/City Engineer	7/27/2026
 Signature	Name and Title	Date
CITY APPROVAL BY:		
	Greg McDanel City Manager	
Signature	Name and Title	Date
CONSULTANT ACCEPTANCE BY:		
Signed by: 	Anju Wicke Senior Principal	7/27/2026
 Signature	Name and Title	Date



1111 Broadway, 6th Floor
Oakland, California 94607
PH 510-836-3034
FAX 510-836-3036
www.geosyntec.com

June 22, 2026

Ms. Sheri Damon
City Attorney, City of Seaside

Mr. Andreas Baer, P.E.
Assistant Public Works Director, City of Seaside

440 Harcourt Avenue
Seaside, California 93955

**Subject: Proposal for Environmental Consulting Services
Campus Town Development
City of Seaside, Former Fort Ord
Phases 2A, 2B, and 2C
Seaside, California**

Dear Ms. Damon and Mr. Baer,

Geosyntec Consultants, Inc. (Geosyntec) is pleased to submit this proposal to the City of Seaside (Seaside), to provide ongoing environmental consulting support for the Campus Town development project near the intersection of Arnheim Road and Gigling Road, Seaside, California. Seaside has acquired the Site, known as the Fort Ord Surplus II Areas, from the United States Department of Defense that was part of the former Fort Ord Army Base. Seaside established development areas within the Seaside city limits, and entered into a development agreement with a master developer to implement a mixed-use development project (Campus Town). The development will include high density residential housing, single family homes, commercial business and retail, and associated public facilities such as parks, open space, and schools.

SCOPE OF WORK- AS NEEDED SUPPORT

Geosyntec will provide on-call technical support and related environmental evaluation activities across the Campus Town Development. Under this scope of work, Geosyntec will also conduct project management and administrative activities associated with executing its scope of work. This budget assumes that Geosyntec will spend 6 hours per week supporting the Campus Town Development through the end of 2026 (26 weeks). **The estimated budget for this task is \$44,700.**

City of Seaside
June 22, 2026
Page 2

ESTIMATED COST, TERMS, AND CONDITIONS

Geosyntec proposes to conduct these services on a time and materials basis in accordance with the terms and conditions of the Professional Services Agreement between Geosyntec and the City of Seaside executed July 3, 2024, and extended through June 30, 2027. ***The estimated cost for the above scope of services is \$44,700, which will not be exceeded without your written approval, and is summarized in the following Table:***

We appreciate the opportunity to continue providing Seaside with environmental consulting services. If this proposal is acceptable to you, please issue a Purchase Order, referencing this Proposal, for our signature. If you have any questions or require additional information regarding this proposal, please contact the undersigned at 209-648-9176 (Molly) or 510-285-2703 (Anju). Sincerely,



Anju Wicke
Senior Principal



Molly Small, PG, CEM (CA, NV)
Senior Geologist

Attachments:
2026 Rate Schedule

CONFIDENTIAL

GEOSYNTEC CONSULTANTS 2026 U.S. RATE SCHEDULE

	<u>Rate/Hour</u>
Staff Professional	\$178
Senior Staff Professional	\$205
Professional	\$233
Project Professional	\$261
Senior Professional	\$289
Principal	\$312
Senior Principal	\$335
Technician I	\$ 92
Technician II	\$103
Senior Technician I	\$113
Senior Technician II	\$124
Site Manager I	\$135
Site Manager II	\$146
Construction Manager I	\$162
Construction Manager II	\$173
Senior Designer	\$214
Designer	\$184
Senior Drafter/Senior CADD Operator	\$167
Drafter/CADD Operator/Artist	\$145
Project Administrator	\$ 95
Clerical	\$ 81
Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.09

Rates are provided on a confidential basis and are client and project specific. These rates are not to be shared publicly. Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for Engineering Services. Rates for field equipment, health and safety equipment, and graphical supplies presented upon request. Construction management fee presented upon request.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Samantha Sakhrani, Human Resources Director/Risk Manager

DATE: August 6, 2026

SUBJECT: ADOPT A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE SEASIDE FIRE FIGHTERS' ASSOCIATION AND THE SEASIDE CITY EMPLOYEES' ASSOCIATION

RECOMMENDATION

Approve the successor Memorandum of Understanding with the Seaside Fire Fighters' Association and the Seaside City Employees' Association.

BACKGROUND

The City's bargaining team met with representatives of the City's labor associations to discuss the terms and conditions of the successor Memoranda of Understanding (MOUs) that expired on June 30, 2025, and the Side-Letter Agreement that expired on January 1, 2026. Due to the ongoing fiscal crisis, immediate Cost of Living Adjustment ("COLA") and general wage adjustments could not be provided; however, the Seaside Employees' Association accepted the City's salary trigger increase set to take effect in July 2027, based on revenue benchmarks.

1. Seaside Fire Fighters' Association (IAFF)

The terms of the Seaside Fire Fighters' Association will remain the same except the following updates effective through June 30, 2027:

- **Longevity Pay:** Effective July 1, 2026, the existing Longevity Pay Program is updated as follows: 3% at 5 years, an additional 3% at 10 years (total of 6%), and an additional 3% at 15 years (total of 9%).
- **Medical Plan Benefit:** Effective July 1, 2026, the City will continue to pay 100% of the employee-only premium for the MCSIG PPO \$40 (70/30 Plan) and will

increase the dependent premium contribution from 90% to 95%.

2. Seaside City Employees' Association (SCEA)

Members of the Seaside City Employees' Association agreed to the City's salary trigger language. The terms will remain the same except the following provisions, effective through June 30, 2027:

- **Structured Salary Trigger Increase: Effective on the first full pay period after July 1, 2027, based on the following revenue benchmarks:**
 - a. **1% General Salary Increase (GSI)** if Sales & Use Tax and Transactions Tax combined exceed the budgeted forecast for Fiscal Year 2025/2026 by \$325,000 as determined on February 28, 2027;
 - b. **The City will provide an additional 1% GSI (for a total 2% GSI)** if Sales & Use Tax and Transactions Tax combined exceed the budgeted forecast for Fiscal Year 2025/2026 by \$650,000 as determined on February 28, 2027; and
 - c. **The City will provide an additional 1% GSI (for a total 3% GSI) if Sales & Use Tax and Transactions combined** exceed the budgeted forecast for Fiscal Year 2025/2026 by \$1,000,000 as determined on February 28, 2027.
- **Boot Allowance:** The City will increase the maximum boot allowance from \$250 to \$300 per employee per fiscal year for safety shoes or resoling of existing safety shoes for all members required to wear safety toe shoes.
- **Notary Certificate Pay:** Effective the first full pay period after ratification and approval, Notary Certificate pay will be added to the list of eligible Certificate Pay. Up to a maximum of two (2) employees may qualify for this certification, which will be awarded based on the first two (2) certified employees who submit written verification of their active California Notary Public certification/license.
- **Deferred Compensation Pay:** Effective the first pay period after ratification and approval, the City will pay up to \$200 per month to the ICMA deferred compensation program for each employee who makes a matching contribution.
- **Vacation Accrual:** Effective the first pay period after ratification and approval, the City will increase the vacation accrual rate to twenty-five (25) days per year for members during their twenty-fifth year of employment and thereafter.
- **Education Incentive:** Effective the first pay period after ratification and approval, the City will allow education obtained prior to employment to qualify for Education Incentive Pay, provided the employee submits verification that the institution has accepted the prior education as part of the approved program.

Special Issues & Language Restoration

The teams also discussed special issues raised by SCEA members regarding the restoration of historical language and provisions that were previously suspended or uncompensated under past fiscal constraints. These adjustments have been successfully incorporated into the successor MOU text to align administrative practices and clarify employee benefits.

FISCAL IMPACT

The estimated costs associated with these agreements have been incorporated into the Adopted Fiscal Year 2026/2027 budget. The total maximum financial exposure related to these terms is estimated at \$94,440 (amount does not include the salary trigger costs for SCEA/LIUNA association only).

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

1. Resolution 08062026
2. SCEA MOU 2026-2027
3. SSFA MOU 2026-2027

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEASIDE

**ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SEASIDE AND THE SEASIDE FIRE FIGHTERS' ASSOCIATION
AND SEASIDE EMPLOYEES' ASSOCIATION**

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Section 3500 et. seq., Government Code), representatives of the City Manager of the City of Seaside and the Seaside Fire Fighters' and Seaside Employees' Association, have met and conferred in good faith regarding wages, and other terms and conditions of employment; in an attempt to reach a Memorandum of Understanding; and

WHEREAS, the Seaside Fire Fighters' and Seaside Employees' Association, and the representatives of the City Manager of the City of Seaside have reached agreement with respect to matters herewith jointly set forth, and have developed a written understanding of such matters for the purpose of presenting it to the City Council of the City of Seaside for its determination; and

NOW, THEREFORE, BE IT RESOLVED, that the attached Memorandum of Understanding with the Seaside Fire Fighters' and Seaside Employees' Association shall be effective as stated therein; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of August 2026.

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique D. Davis, City Clerk

**Memorandum of Understanding
Between the City of Seaside
And
The Seaside City Employees' Association**

January 1, 2026 – June 30, 2027

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF SEASIDE AND THE
SEASIDE CITY EMPLOYEES' ASSOCIATION**

SECTION 1: TERM	7
SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN	7
A. Direct Pay for Services:	7
1. Salary Adjustments:	7
2. Equity Adjustments:	7
3. Longevity Pay:	7
B. Overtime	8
1. Pre-Approval:	8
2. Minimum Overtime Guarantee:	8
3. Overtime Calculation:	8
4. FLSA Work Period / Work Week	8
5. Maximum Compensatory Leave Balance:	8
6. Holiday Calculation:	9
7. Martin Luther King & July 4th Calculation:	9
8. Festival of Patriots Parade:	9
C. Special Pay	9
1. Certification/License Incentive Pay:	9
2. Spanish Bilingual Pay Program	10
3. Temporary Upgrade Pay:	10
4. On-Call/Standby Pay:	11
D. Administration of Pay Plan:	11
1. Anniversary Date	11

2. Salary Ranges	11
SECTION 3: BENEFITS	13
A. Retirement:	13
1. CalPERS Classic Plan	13
2. CalPERS PEPRA Plan	13
3. CalPERS Survivor Benefits.....	13
2. Laborer’s International Union of North America National (Industrial) Pension Fund for Unit Employees hired on or before December 31, 2012	13
4. Deferred Compensation:	15
B. Medical, Dental, and Vision Insurance:.....	15
1. Contributions	15
2. Retiree Medical:	16
C. Life Insurance:	17
D. Short-Term Disability:.....	17
E. Long-Term Disability:.....	17
F. IRS Section 125 Plan:	17
G. Uniform Allowance:	17
H. Safety Equipment:.....	17
1. Safety Boot Allowance:.....	17
2. Safety Glasses:	17
I. Mileage Reimbursement:.....	18
J. Wellness Program:	18
1. Health Club Membership or Work Out Subscription Service:	18
2. City Swimming Pool:	18
3. No Smoking Agreement:	18

K. City Shirts:	18
SECTION 4: LEAVE PROVISIONS	18
A. Vacations	19
1. Accrual:	19
2. Vacation During Initial Probation:.....	19
3. Minimum Leave Event:	19
4. Vacation and Holidays:	19
5. Vacation Upon Termination:	19
6. Maximum Accumulation:	20
7. Vacation Cash-Out:	20
8. Compensation in Lieu of Time Off:.....	20
9. Accumulation during OJI Leave:	20
10. No Interruption of Accumulation:	20
B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability.....	21
1. Accrual:	21
2. Employee Illness or Injury:.....	21
3. Sick Leave Upon Rehire.....	21
4. Minimum Leave Event:	21
5. Illness/Injury During Vacation:	21
6. Family Sick Leave:.....	22
7. Bereavement Leave:	22
8. Personal Leave:	22
C. On-The-Job Injury Leave:	22
1. Leave of Absence:	22
2. Leave Accrual:.....	23

3. Temporary Disability Benefits:	23
4. Use of Accumulated Leaves:.....	23
D. Holidays.....	23
1. Regular Holidays:	23
2. Holiday Calculation:.....	23
3. Memorials:	23
4. Holidays on Sunday.....	23
5. Holidays on Saturday:.....	24
6. Floating Holidays:	24
E. Jury and Election Duty:	24
1. Jury Duty:	24
2. Election Duty:.....	24
SECTION 5: WORKING CONDITIONS.....	24
A. Continuing Education and Professional Growth:	24
1. Tuition Reimbursement:.....	24
2. Educational Incentive Pay:.....	25
3. Requalification.....	25
B. Service Awards:	25
C. Employee Incentive Pay:.....	26
D. Work Schedule:.....	26
E. Notice of Layoff:	26
F. SCEA Meetings:.....	26
G. Union Membership Communication:.....	26
1. New Employee Orientation	26
2. Membership Information Provided to Union	27

H. Probationary Period:	27
I. Notice to Union of Personal Action:.....	27
SECTION 6: GRIEVANCE PROCEDURE	28
SECTION 7: MISCELLANEOUS	30
A. City's Right To Discovery:	30
B. Savings Clause:.....	31

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY MANAGER OF THE CITY OF SEASIDE AND THE SEASIDE CITY EMPLOYEES
ASSOCIATION

We, the undersigned, duly appointed representatives of the City of Seaside and of the Seaside City Employees Association, a recognized employee organization, hereinafter referred to as "City" and "Union" represented by Laborers International Union of North America, Local 792, AFL-CIO, having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, (government Code Section 3500 et. seq.) do hereby jointly prepare and execute the following written Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda of Understanding between the City and Union, and apply to the City of Seaside non-management miscellaneous employees designated to be represented by the Union.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective January 1, 2026, and shall remain in effect for a period, terminating on June 30, 2027.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Salary Adjustment Triggers:

Effective on the first full pay period after July 1, 2027:

- a. The City will provide a 1% General Salary Increase (GSI) if Sales & Use Tax and Transactions Tax combined exceed the budgeted forecast for Fiscal Year 2025/2026 by \$325,000 as determined on February 28, 2027;
- b. The City will provide an additional 1% General Salary Increase (GSI) (for a total of 2% GSI) if Sales & Use Tax and Transactions Tax combined exceed the budgeted forecast for Fiscal Year 2025/2026 by \$650,000 as determined on February 28, 2027; and
- c. The City will provide an additional 1% General Salary Increase (GSI) (for a total of 3% GSI) if Sales & Use Tax and Transactions Tax combined exceed the budgeted forecast for Fiscal Year 2025/2026 by \$1,000,000 as determined on February 28, 2027.

Sales & Use Tax and Transactions Tax as stated above is the combined amount reported in revenue accounts 100-3121, 100-3114, 100-3111, as reflected in the annual budget.

2. Longevity Pay:

- a. Bargaining unit members with five or more years of service shall receive longevity pay in the amount of 2.5% of the member's Base Salary Rate.
- b. Bargaining unit members with ten or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 5%).
- c. Bargaining unit members with fifteen or more years of service shall receive longevity pay in the amount of an additional 2.5% of the member's Base Salary Rate (total of 7.5%).

B. Overtime

1. Pre-Approval:

Requests for overtime that can be scheduled should be pre-approved by the Department Head or designee. Overtime not possible to schedule in advance and necessary for public safety and welfare shall be worked at Department Head discretion, subject to City Manager review.

2. Minimum Overtime Guarantee:

When an employee is called back to work on an emergency basis, the employee shall be paid two (2) hours or actual hours worked on the call back, whichever is greater, at time-and-a-half the City's premium rate (hourly base pay rate plus incentives).

When an employee is called back to work on an emergency basis on any City holiday, the employee shall be paid four (4) hours or actual hours worked, whichever is greater, on the call-back at time-and-a-half the City's premium rate.

Special Events: When an employee is scheduled to work a special event outside their regular working hours, they shall be paid two (2) hours or actual hours worked at the special event, whichever is greater, at time-and-a-half the City's premium rate.

3. Overtime Calculation:

Hours actually worked in excess of 40 per week shall be paid at time-and-a-half the City's premium rate, which will be no less than the regular rate of pay as that term is defined in the Fair Labor Standards Act (FLSA). Hours worked in excess of an employee's shift that are not FLSA overtime hours shall be paid at one times the premium rate. All employee overtime shall be earned in increments of one-quarter (1/4) hour.

4. FLSA Work Period / Work Week

For employees on 5/8 or 4/10 work schedules, the work period for FLSA overtime purposes begins on Saturday at 12:00 am and ends on Friday at 11:59 pm and regularly recurs. For employees on 9/80 work schedules, the

work period for FLSA overtime purposes begins four hours into each employee's alternating eight hour shift.

5. *Maximum Compensatory Leave Balance:*

Compensatory time off may be granted instead of overtime pay only when requested by the employee and approved by the Department Head. Personnel represented by SCEA may accrue up to a maximum of 140 hours of compensatory time in lieu of overtime. An employee may utilize compensatory time off if the employee's request is made reasonably in advance of the date(s) requested and approved by the Department Head or designee unless the requested time off would unduly disrupt the operations of the Department.

6. *Holiday Calculation:*

For the purpose of overtime calculations during the workweek in which holidays **other than** Martin Luther King and Fourth of July fall, holiday time shall count as time worked.

7. *Martin Luther King & July 4th Calculation:*

For the purpose of overtime calculations during the workweek in which the Martin Luther King and Fourth of July Holidays fall, all time in paid status shall count towards time worked.

8. *Festival of Patriots Parade:*

Bargaining unit employees required to work the day of the Festival of Patriots Parade shall receive time and one half the City's premium rate for all hours worked. This premium pay is limited to time worked on this particular event and does not apply to any other regularly scheduled workdays.

C. *Special Pay*

1. *Certification/License Incentive Pay:*

- a. Employees who obtain and maintain one of the following licenses or certificates, or others approved in writing by the City Manager, which enhances the employee's ability to do his or her job, shall receive premium pay in the amount of 5% of the employee's base salary. The premium pay is not stackable and shall not exceed 5% of the employee's base salary regardless of the number of certifications or licenses held.
 - i. Class B Drivers' License
 - ii. Collections System Certification
 - iii. Backflow Testers Certification
 - iv. Water Treatment Certification
 - v. Water Distribution Certificate
 - vi. Qualified Pesticide Applicator's Certification
 - vii. State Certified Electrician
 - viii. International Society of Arboriculture – ISA Certified Arborist

- ix. National Recreation and Park Association – Certified Playground Safety Inspector (CPSI)
 - x. California State Fire Marshal - Fire Mechanic I
 - xi. California Notary Public – Effective the first full pay period after ratification and approval, up to a maximum of two (2) employees may qualify for this certification, which will be awarded based on first two (2) certified employees who submit written verification of their active California Notary Public certification/license.
- b. An employee is eligible for the certification/license pay only where the license or certification is issued by a State agency or approved accrediting organization following a program of instruction or training undertaken by the employee as determined and approved by the Department Head.
 - c. Employees are ineligible for certification/license pay for any certificate or license which the employee is required to maintain as a minimum job requirement as outlined in the job description for the classification.

2. *Spanish Bilingual Pay Program*

- a. A 2 ½% premium above base pay will be granted to an employee who speaks the Spanish language in the course and scope of his or her job duties after successful completion of probation and City provided testing.
- b. Upon recommendation of the department director, and approval of the City Manager, an employee required to read and write in Spanish in the course and scope of his or her job duties will be provided a 2 ½% premium above base pay after successful completion of City provided testing.
- c. This program is subject to administrative direction and to City established procedures and formal testing. The City will use Language Testing International (LTI) or another suitable and appropriately certified testing organization.
- d. Granting and removal of this premium is within the sole discretion of the City. Removal of this premium shall not be considered disciplinary action.
- e. Unless recommended by the employee's department director, and approved by the City Manager, bilingual pay will be for Spanish only.
- f. No employee shall be eligible for bilingual pay in excess of 5% above base pay.

3. Temporary Upgrade Pay:

- a. Employees who are assigned to perform a majority of the duties of a position within a higher classification from that in which they are regularly employed shall receive the compensation specified for that position to which assigned, if performing the duties thereof for a period of fourteen (14) calendar days.
- b. Said increased compensation should be at the lowest step of the higher classification which will accord such employee an increase of at least five (5) percent over his/her current regular compensation.
- c. The assignment shall be confirmed in writing by the Manager.
- d. Acceptance of an interim assignment to a higher position of thirty (30) or more days shall require mutual written assent of the City and employee.

4. On-Call/Standby Pay:

All employees assigned to be on call shall be paid 14 hours of base salary rate per week. If an employee is unable to complete their full week of on-call, the time shall be prorated on a daily basis.

D. Administration of Pay Plan:

1. Anniversary Date

- a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.
- b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the Family Medical Leave Act or California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.
- c. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

2. Salary Ranges

The five (5) steps of each salary range shall be interpreted and applied as follows:

- a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.
- b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.
- c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.
- d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.
- e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.
- f. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:
 - i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.
 - ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.
- g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.

- h. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.
- i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.
- j. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

SECTION 3: BENEFITS

A. Retirement:

1. CalPERS Classic Plan

- a. Employees hired prior to January 1, 2013, will receive the CalPERS 2% @ 55 Miscellaneous Members retirement plan. The 2% @ 55 plan will also be provided to City employees hired on or after January 1, 2013 who are considered to be "classic" members under the California Public Employees' Pension Reform Act (PEPRA) as determined by CalPERS.
- b. Employee Contribution: Employees enrolled in the 2% @ 55 plan shall pay the full employee member contribution required by CalPERS.

2. CalPERS PEPRA Plan

- a. New employees hired on or after January 1, 2013 who are "new members" under the PEPRA as determined by CalPERS will be enrolled in the 2% @ 62 Miscellaneous Members retirement plan.
- b. As required by PEPRA, employees enrolled in the PEPRA plan shall pay 50% of the "normal cost" of the retirement plan as determined annually by CalPERS.

3. CalPERS Survivor Benefits

- a. The City provides for 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.

2. Laborer's International Union of North America National (Industrial) Pension Fund for Unit Employees hired on or before December 31, 2012

a. All Bargaining Unit Employees hired on or before December 31, 2012:

- i. The City will continue to contribute to the Pension Fund on behalf of bargaining unit employees who were hired on or before December 31, 2012 as outlined herein. The City will not offer or contribute to the Pension Fund for any bargaining unit employee hired on or after January 1, 2013.
- ii. The Pension Fund's Preferred Rehabilitation Schedule for contributions has been adopted by the City and SCEA. Such adoption was concurrently memorialized in writing between the City, SCEA and the Pension Fund.
- iii. If the amount of employer contribution required by the Pension Fund increases after April 1, 2011, such increase shall be paid by the City *in lieu of* salary or wages of the bargaining unit employee and shall be encompassed within the authorized gross wage/salary reductions set forth in subparagraphs a.iii. and b.ii. below.

b. **Employees hired prior to July 1, 2010:**

- i. For all bargaining unit employees hired by the City prior to July 1, 2010, the City will pay, in addition to the employees' wages, the sum of \$1.00 per credited hour per employee with a cap of \$40.00 per work week. The contribution per credited hour means every hour an employee is credited with service under the Pension Fund up to 40 hours per work week.
- ii. The City will also pay, on behalf of bargaining unit employees hired prior to July 1, 2010, the sum of \$.65 per credited hour per employee with a cap of \$26.00 per work week *in lieu of* salary or wages of the employee effective April 1, 2011.
- iii. Bargaining unit employees hired prior to July 1, 2010 will be subject to a gross wage/salary reduction of \$.65 per credited hour, up to \$26.00 per work week, in order that the additional contribution of \$.65 per credited hour in lieu of salary or wages

will be recognized. Such reduction is expressly authorized herein pursuant to Labor Code section 224.

c. **Employees hired between July 1, 2010 and December 31, 2012:**

- i. For all bargaining unit employees hired by the City on or after July 1, 2010 and before January 1, 2013, the City will contribute the minimum employer contribution amount required by the Pension Fund per credited hour per employee up to 40 hours per work week *in lieu of* salary or wages of equal amount. As of April 1, 2011, such amount is \$1.65 per credited hour, per employee up to \$66.00 per work week *in lieu of* salary or wages. The contribution per credited hour means every hour an employee is credited with service under the Pension Fund up to 40 hours per work week.
- ii. Bargaining unit employees hired on or after July 1, 2010 and before January 1, 2013, will be subject to a gross wage/salary reduction of the minimum employer contribution required under the Pension Fund (\$1.65 per credited hour, per employee up to \$66.00 per work week as of April 1, 2011), in order that the contributions in lieu of salary or wages will be recognized. Such reduction is expressly authorized herein pursuant to Labor Code section 224.

4. Deferred Compensation:

Beginning the first pay period after ratification and approval, the City will pay up to two hundred dollars (\$200) per month to the ICMA program for each employee who makes a matching contribution.

B. Medical, Dental, and Vision Insurance:

Eligible bargaining unit employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan. The City's contribution will be made only when an employee is in a paid leave status or on an approved protected leave (such as FMLA/CFRA).

1. Contributions

The City's contributions for medical, dental, and vision coverage shall be as follows:

- a. MCSIG PPO \$40 (70/30 Plan).

The City will pay 100% of the employee only premium and 95% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

- b. MCSIG PPO \$25 (80/20 Plan).

The City will pay 100% of the employee only premium and 85% of the dependent premium.

- c. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.

New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO \$25 plan and the PACE Plan premium.

- d. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.

The City will pay 90% of the employee only premium and 75% of the dependent premium.

- e. Kaiser High and Mid Plan.

SCEA Members electing to participate in a Kaiser Plan will pay the difference between the City's contribution for the PPO \$40 Plan and the Kaiser plan premiums. In the event the Kaiser plan premium is lower than the MCSIG PPO \$40 plan, no cash-in-lieu will be provided.

- f. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

2. Retiree Medical:

- a. Eligibility: Only bargaining unit members hired on or before June 30, 2010 are eligible for City-paid retiree medical insurance.
- b. Notwithstanding the requirements of the City's Health and Welfare Plan to be eligible for retiree medical coverage, and subject to available coverage under the City's plan, the City shall pay the employee's (not dependents) cost of medical insurance in an amount not to exceed the monthly premium for the City's insurance plan for retirees who retire

on regular service or disability retirement for employees represented by SCEA until age 65.

- c. Employee may cover spouse by paying the monthly premium.
- d. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.
- e. Employees must have ten years of continuous service with the City, have been hired on or before June 30, 2010, and be at least 50 years of age to receive this benefit.
- f. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

C. Life Insurance:

The City will provide term life insurance for all bargaining unit employees in the amount of \$50,000.

D. Short-Term Disability:

The City participates in the California State Disability Insurance (CASDI) and members are responsible for 100% of the premium.

E. Long-Term Disability:

The City and the employee shall share equally the cost of a long-term disability program.

F. IRS Section 125 Plan:

The City shall provide an Internal Revenue Code Section 125 Plan for medical care and dependent care expense reimbursement. The annual maximum is set by the IRS.

G. Uniform Allowance:

- a. Code Enforcement Officers required to wear uniforms will receive a uniform allowance of \$63 per month. The City will not provide uniform replacement and/or maintenance.
- b. The City will provide uniforms for all bargaining unit employees assigned to the Maintenance and Utilities Division who are required to wear a uniform. The value of the uniforms provided shall be considered to be \$50.00 per month.

H. Safety Equipment:

1. Safety Boot Allowance:

The City will pay up to a maximum of \$300 per employee per fiscal year for safety shoes or resoling of existing safety shoes for all members required to wear safety toe shoes. This allowance shall only be used to purchase new safety shoes or resole existing shoes. Bargaining unit members can purchase boots using the City's account at Redwing Shoes, or they can purchase boots at any vendor they choose and submit a receipt to their supervisor for reimbursement.

2. Safety Glasses:

On an annual basis and upon submission of a written request and recent prescription, Maintenance & Utilities Division employees required to wear safety glasses may request prescription safety glasses. The Maintenance & Utilities Superintendent will order the safety glasses. The cost will not exceed \$250.

I. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon IRS mileage rates.

J. Wellness Program:

1. Health Club Membership or Work Out Subscription Service:

The City will pay up to \$45 per month towards an employee membership at a health club or a workout subscription service upon submission of receipt of contract to the Finance Department. Dues will be processed by payroll deduction if administratively feasible. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

The preapproved workout subscription services are Peloton, Obe Fitness, Apple Fitness Plus, Mirror, and Daily Burn. The Human Resources Director / Risk Manager is authorized to approve reimbursement for other subscription services with the emphasis placed on robust platforms that offer a variety of classes, fitness tracking, and live programming. Denial of a member's request for reimbursement for a service not listed above is not subject to the grievance procedure.

2. City Swimming Pool:

Association employees and their families will have use of City swimming pool at no cost to the employee. Employees may have resident's fee and early-bird sign up for swim classes.

3. No Smoking Agreement:

In the spirit of employee health and wellness, the parties agree to a no smoking policy. The City of Seaside will strive to hire non-smokers and vigorously encourage current employees who smoke to quit.

K. City Shirts:

The City shall provide all bargaining unit employees who do not already receive City shirts or uniforms with two "City of Seaside" polo style shirts and two button down shirts upon request. This shall occur one time and additional shirts will only be provided at the discretion of the Department Head. These shirts are not uniforms and are not required to be worn.

SECTION 4: LEAVE PROVISIONS

In order to be eligible to earn leave or paid time off under this section, an employee must be in a paid leave status for the majority of the pay period.

A. Vacations

1. Accrual:

All regular employees shall earn vacation as follows:

- a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds ($6 \frac{2}{3}$) hours per month or ten (10) days per year.
- b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year.
- c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third ($11 \frac{1}{3}$) hours per month or seventeen (17) days per year.
- d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment, vacation will be earned at the rate of thirteen and one third ($13 \frac{1}{3}$) hours per month or twenty (20) days per year.
- e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of employment, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year. During the twenty-fifth year and thereafter vacation will be earned at the rate of twenty-five (25) days per year.

2. *Vacation During Initial Probation:*

Use of vacation time by an employee shall be conditional upon the completion of six (6) months continuous service with the City, but if for any reason prior to the completion of six months service with the City, such employee's employment is terminated, he/she shall be credited with and paid for vacation time. Probationary employees on a flexible schedule that ordinarily work more than 8 hours may use accrued vacation time to remain whole on holiday time off.

3. *Minimum Leave Event:*

Vacation shall not be used in increments of less than one-quarter (1/4) hour.

4. *Vacation and Holidays:*

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

5. *Vacation Upon Termination:*

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current base salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

- a. Calculation of Base Salary Rate for Payout: For employees working a five (5) day or modified schedule, the method for computing the base salary rate for accumulated vacation time shall be as follows:
 - i. Base salary rate equals monthly salary multiplied by twelve (12) months divided by 52 weeks multiplied by 40 hours.

6. *Maximum Accumulation:*

Employees represented by SCEA, will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

7. *Vacation Cash-Out:*

The City will allow association members to cash out 40 hours of accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected

to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

8. Compensation in Lieu of Time Off:

The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

9. Accumulation during OJI Leave:

An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.

10.No Interruption of Accumulation:

No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

1. Accrual:

Each full-time employee in SCEA, shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.

2. Employee Illness or Injury:

Sick leave with pay will be granted only upon the approval of the Department Head in case of bonafide illness of an employee, including the diagnosis, care, or treatment of an existing health condition of, or preventive care. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.

After the first five days of sick leave per calendar year, evidence may be required in the form of a physician's certificate or otherwise to verify an employee's absence during the time for which sick leave is requested. All employees requesting sick leave for more than five consecutive days and for the sixth day of sick leave in a calendar year will be required to submit a physician's certification upon their return to work.

Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking with appropriate certification of the need for such services.

Any employee taking leave that qualifies under the City's Family Care and Medical Leave/California Family Rights Act Policy will complete and submit all required forms.

3. Sick Leave Upon Rehire

If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

4. Minimum Leave Event:

Sick leave shall not be used in increments of less than one-quarter (1/4) hour.

5. Illness/Injury During Vacation:

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

6. Family Sick Leave:

Employees may use sick leave for any leave covered by the Family Care and Medical Leave Act or the California Family Rights Act, including covered absences to care for a family member. For absences not covered by the Family and Medical Leave Act or the California Family Rights Act, employees shall be allowed up to six months' accrual of sick leave (six days or 50% of the annual accrual) to attend to an illness of a child, parent, spouse, or domestic partner of the employee in accordance with the California Labor Code section 233 regarding kin care.

Sick leave may be used for the illness or injury of an employee's family member. A family member shall be defined as parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), spouse or domestic partner, grandparent, grandchild, and sibling.

7. Bereavement Leave:

Bereavement leave, to a maximum of five (5) working days, equivalent to forty-hours (40), will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employees may use an additional hours of leave to extend said leave.

8. *Personal Leave:*

During the month of November each year, bargaining unit members shall have the option to transfer a maximum of forty-eight (48) hours of accumulated sick time to personal leave. A minimum sick leave balance of 120 hours must be maintained in order to be eligible to convert sick leave to personal leave. For example, an employee who has 150 hours of sick leave on the books at the time of the election will be eligible to convert up to 30 hours of sick leave to personal leave. Accumulated personal leave shall not be greater than forty-eight (48) hours at the end of any calendar year. Sick leave converted to personal leave under this section has no cash value. Any leave accumulated beyond 48 hours must be used within the calendar year that the conversion occurred or it will be forfeited. On-The-Job Injury Leave:

9. *Leave of Absence:*

Whenever an employee who is represented by Seaside City Employees Association is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.

10. *Leave Accrual:*

An employee on leave of absence under this Section will continue to accumulate sick leave and vacation leave.

11. *Temporary Disability Benefits:*

The employee shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted, an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

12. *Use of Accumulated Leaves:*

Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

C. *Holidays*

1. *Regular Holidays:*

Employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Farmworkers Day)
- Last Monday in May (Memorial Day)
- Nineteenth day of June (Juneteenth)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day

- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

2. *Holiday Calculation:*

Holidays shall be calculated on an eight (8) hour workday.

3. *Memorials:*

Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, thanksgiving, or holiday.

4. *Holidays on Sunday*

When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

5. *Holidays on Saturday:*

When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

6. *Floating Holidays:*

Each calendar year, bargaining unit members shall receive two floating holidays (16 hours). Floating holiday time has no cash value and must be used before December 31st each year or it is forfeited.

- a. Initial Accrual: For newly hired employees, the initial floating holiday accrual shall be prorated in accordance with the following schedule:

- | | |
|------------------------------------|----------|
| i. Hired January 1 – March 31: | 16 hours |
| ii. Hired April 1 – June 30: | 12 hours |
| iii. Hired July 1 – September 30: | 8 hours |
| iv. Hired October 1 – December 31: | 0 hours |

D. *Jury and Election Duty:*

1. *Jury Duty:*

The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule is also applicable to those employees serving on the Grand Jury.

2. *Election Duty:*

The City will provide election duty leave for sworn election workers providing the supervisor authorizes the leave request and the employee remits any election duty pay

SECTION 5: WORKING CONDITIONS

A. Continuing Education and Professional Growth:

All association members shall be eligible for the City's Educational Incentive Programs.

1. Tuition Reimbursement:

- a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related, or required as a part of a degree program. Disputes regarding course approval will be submitted to the Human Resources Director.
- b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of \$500 per fiscal year for Certificate Program and AA plan and \$3,000 per fiscal year for BA and MA plan. Qualifying certificate programs include professional certifications and licenses so long as attendance is pre-approved by the Department Director or her/his designee.
- c. After completing the course with a grade of "C" or better ("Pass" or attainment of a license or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Office.

2. Educational Incentive Pay:

- a. Completion of an accredited educational certificate program, other than those certificate or license programs set forth in Section 2.C. above (Special Pay), or 30 units toward an approved degree program – 1.5% above base pay.
- b. Completion of AA/AS degree – 3% above base pay.
- c. Completion of BA/BS degree – 4.5% above base pay.
- d. Completion of MA/MS degree – 6% above base pay.
- e. Educational incentive pays are not cumulative (stackable). The maximum salary increment attainable under this program is 6%.
- f. All employees enrolled in an Educational Incentive Program Plan as of the date of this agreement shall be able to continue under the terms of the approved program.

- g. Education acquired prior to appointment as an employee of the City of Seaside does not qualify under this program unless the employee submits verification that the college or university has accepted prior education as part of the Educational Incentive Pay Plan for a Certificate Program or degree requirements.
- h. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

B. Service Awards:

A committee, made up of members of the various bargaining units, shall be formed to select a new service award program. At a minimum, the program shall include service awards presented to employees after every 5 years of full-time service with the City. Recipients of service awards will be recognized by the City Council.

C. Employee Incentive Pay:

- a. All employees shall be eligible for Employee Incentive Pay for cost saving suggestions. Employees wishing to apply for incentive pay will submit their suggestion to the Employee Task Force for review. The Task Force will coordinate with the appropriate City departments/divisions to determine the acceptability of the cost-saving suggestion and establish remuneration.
- b. A cost saving suggestion resulting in a one-time saving would be evaluated for a one-time bonus. This bonus may range from \$5.00, up to and not to exceed \$25.00. A cost saving suggestion resulting in an annual saving of a substantial amount of money would be evaluated for an annual bonus of \$100.00.

D. Work Schedule:

Bargaining unit members shall work a 40-hour work week. The work schedule shall be defined by the Department Head. Consistent with City past practice Department Heads shall consider alternative work schedule requests and approve where such alternative schedules meet the best interests of the City. Alternative work schedules can include 4/10 work schedules or 9/80 work schedules. The Department Head has the sole discretion to decide whether to approve or deny such alternative schedules.

E. Notice of Layoff:

The City and the SCEA agree to provide 60 days' notice of "Intent to Layoff" to the employee and SCEA.

F. SCEA Meetings:

Members of the SCEA who attend the association meetings will be given a one-hour lunch break.

G. Union Membership Communication:

1. New Employee Orientation

This shall apply to employees hired after the date of this Agreement who are appointed to a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization.

Within the first thirty (30) days of a new employee's date of hire, the Union's designated employee representative and the new employee will be granted thirty (30) minutes of release time for the Union to present the employee with Union membership information. To the extent practical, the Union will be provided not less than 10 calendar days' advanced notice of the time, date and location of the orientation and the Union will be afforded time to meet with the employee immediately following the City's new employee orientation. Should the employee's or Union's designated employee's schedules preclude conducting the orientation at the same date and time as the City orientation, the Human Resources Department will facilitate a date and time for the Union orientation. Attendance of the new employee at the Union's portion of the orientation is mandatory. Management representatives will excuse themselves during the Union portion of the orientation. Employee representatives conducting orientation shall be granted paid release to do so including reasonable travel time if needed.

2. Membership Information Provided to Union

- a. Within 30 days of the employee's hire date, the City will provide the Union with a copy of the Membership Enrollment Form that contains the information required by AB 119.
- b. On an annual basis, in January, May, and September, the City will provide the Union with a report containing represented employees name, job title, department, work location, work, home, and personal cellular numbers, home address, and personal email addresses on file with the City.
- c. The City shall not be required to supply information it does not have.
- d. Notwithstanding the foregoing, limited to the express purpose of AB 119 requirements only, an employee may opt out via written request to the City (copy to the Union) to direct the City to withhold disclosure of the employee's:
 - Home address.
 - Home telephone number.
 - Personal cellular telephone number.
 - Personal email address.
 - Birth date.

H. Probationary Period:

Probation shall be 1 year for all new employees. Employees who are promoted to a classification within the LIUNA bargaining unit shall serve a 6-month probationary period. If an employee on probation because of a promotion fails probation, the Department Head will offer the employee the opportunity to return to their former position if 1) the position is vacant; and 2) the reason for probationary failure is related to inability to perform the duties of position promoted into. Nothing in this section changes the Department Head's right to overfill positions or create a vacancy by terminating a probationary employee.

I. Notice to Union of Personal Action:

The City will notify the Union directly on all issues impacting the Association. The Association President will be copied. If an employee consents to the Union being notified about a disciplinary action, the Union will be sent copies of all notices. All disciplinary notices will state that the employee is entitled to be represented by a representative of his/her choice.

SECTION 6: GRIEVANCE PROCEDURE

A grievance shall be any matter for which appeal is not otherwise provided or prohibited, concerning:

1. A dispute about the interpretation or application of this Memorandum of Understanding and Personnel Rules;

A. Informal Grievance Procedure:

An employee who has a problem or complaint should first try to get it settled through discussion with his immediate supervisor without undue delay – within one or two workdays of the event grieved. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to promptly discuss it with the supervisor's immediate superior, if any, in the administrative service. Every effort should be made without delay to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee, or the Union, is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her supervisor or supervisor's immediate superior on matters within the statutory scope of representations.

B. Formal Grievance Procedure:

1. First Level of Review: A grievance shall be presented in writing to the employee's immediate supervisor within ten (10) calendar days of the informal process decision or of the event giving rise to the grievance, whichever is later. The supervisor shall render his/her decision and comments in writing and return them to the employee within ten (10) calendar days after receiving the grievance. In the event that the supervisor does not render a decision within the 10

days or within a mutually agreed upon extension of the timeline, the employee has the right to move the grievance up to the next level of review.

2. Further Level or Levels of Review as Appropriate: The supervisor's immediate superior receiving the grievance shall review it, render his/her decision and comments in writing, and return them to the employee within ten (10) calendar days after receiving the appeal. In the event that the supervisor does not render a decision within the 10 days or within a mutually agreed upon extension of the timeline, the employee has the right to move the grievance up to the next level of review.
3. Department Review: The Department Head receiving the grievance, or his/her designated representative, should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The Department Head shall render his/her decision and comments in writing, and return them to the employee within ten (10) calendar days after receiving the appeal. If the employee, or the union, does not agree with the decision reached, or if no answer has been received within ten (10) calendar days, he may present the appeal in writing to the City Manager. Failure of the employee to take further action within twenty (20) days after receipt of the decision, or within a total of twenty (20) days if no decision is rendered, will constitute withdrawal of the grievance.
4. City Manager: The City Manager or his/her designated representative should discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The City Manager may designate a "fact-finding committee," or an officer not in the normal line of supervision, to advise him/her concerning the grievance. The appointing power shall render a decision in writing to the employee within twenty (20) days after receiving the grievance.

C. Grievance Arbitration:

1. Within ten (10) working days of the receipt of the City Manager's final decision, the Union may request arbitration by filing a written request. The request for arbitration shall be in writing to the Department Head with a copy sent to the Personnel Services Manager.
2. If either the City or the Union so requests, the arbitrator shall hear the merits of any issue raised regarding the arbitrability of a grievance first. No hearing on the merits of the grievance shall be conducted until the issue of arbitrability has been decided.

3. The parties shall request a list of five (5) arbitrators, within ten (10) working days after receipt of the employee's request for arbitration, from the California State Mediation and Conciliation Service.
4. Within five (5) working days of receipt of the list, the parties shall mutually agree upon the person on the list who shall be the Arbitrator. If one person is not mutually agreed upon, the parties shall within five (5) days after receipt of the list of names alternately strike names from such list with the last remaining name to be the person serving as Arbitrator. The party having first choice to strike a name from the list shall be determined by lot.
5. The City and the Union shall share the fees and expenses of the arbitrator and the certified court reporter equally. The services of the certified court reporter are optional. Both parties must agree if a certified court reporter is to be employed and that the cost shall be equally shared. Financial responsibility shall be established before the selection of an arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. However, if either party declines the use of a court reporter, the party requesting the court reporter shall pay the entire cost of employing the court reporter.
6. The arbitrator's review is limited to the interpretation of this Memorandum of Understanding and/or the City's Personnel Rules and Regulations.
7. Decision: The decision of the arbitrator shall be made in writing within thirty (30) working days of the close of the hearing or the submission of written briefs. The decision of the arbitrator shall be advisory only.
8. City Manager reserves the right to accept, reject, or modify the recommendation of the arbitrator. The decision of the City Manager regarding resolution of the grievance shall be final and binding upon both parties.

D. Conduct of Grievance Procedure:

1. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned. If an employee receives no response at a particular level, he/she may proceed to the next appropriate level of review.
2. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his grievance at any level of review.

3. The employee and his representative may be privileged to use a reasonable amount of work time as determined by the appropriate Department Head in conferring about and presenting the grievance.
4. Employees shall be assured freedom from reprisal for using the grievance procedure.

SECTION 7: MISCELLANEOUS

A. City's Right To Discovery:

All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or facilities, shall be the sole and exclusive property of the City without further compensation.

B. Savings Clause:

It is mutually agreed by the parties to this agreement that the above represents the full and complete understanding, which has been reached after numerous discussions held in conformance with the Meyers-Milias-Brown Act. All other proposals, counteroffers, or other matters discussed during the meet and confer process are deemed to be rejected by both parties. Should circumstances call for a change the City shall give notice of such proposed change to the Association and the items shall be subject to meet and confer process if so required by law.

If any section or subsection of the Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other sections and subsections of this memorandum shall remain in full force and effect for the duration of this memorandum.

Attachments: Equity Adjustments for Eligible Classifications

Greg McDanel, City Manager

Date

Leslie Llantero, Seaside City Employees'
SCEA/LIUNA

Date

Ryan Heron, Lead Negotiator – LIUNA/UPEC
Local 792

Date

Adam Vick, Seaside City Employees'
SCEA/LIUNA

Date

John Carvahlo, Seaside City Employees'
SCEA/LIUNA

Date

Alfred Soto, Seaside City Employees'
SCEA/LIUNA

Date

Memorandum of
Understanding
Between the City of
Seaside
And
The Seaside Fire Fighters'
Association

January 1, 2026 –June 30, 2027

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER OF THE
CITY OF SEASIDE AND THE SEASIDE FIREFIGHTERS' ASSOCIATION**

SECTION 1: TERM	6
SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN.....	6
A. Direct Pay for Services:	6
1. Salary Adjustment:	6
2. Longevity Pay:	6
B. Overtime:	7
1. Pre-Approval:	7
2. Minimum Overtime Guarantee (Emergency Call Back):	7
3. FLSA Calculation:	7
4. Shift Work Overtime:	7
5. Sell Back Option:	8
C. Special Assignment Compensation:	8
1. Fire Prevention Inspector:	8
2. Spanish Bilingual Skill Pay:	9
3. Out of Class Compensation:	9
4. Hazardous Materials Response Team:	9
D. Administration of Pay Plan:	10
1. Anniversary Date:	10
2. Salary Ranges	10
SECTION 3: BENEFITS.....	12
A. PERS Retirement System:	12
1. Plan:	12
2. Employee Contribution:	12

3. Survivor Benefits:	12
B. Deferred Compensation:	12
C. Medical, Dental, and Vision Insurance:.....	13
1. Contributions:.....	13
2. Retiree Medical	13
3. Medical Plan Benefits Committee:	14
D. Life Insurance:	14
E. Long Term Disability Insurance:	14
F. IRS Section 125 Plan:	14
G. Uniform Allowance	14
1. Monthly Allowance:	14
2. New Hire Initial Allowance:.....	14
3. Uniform Allowance Reimbursement:	14
H. Mileage Reimbursement:.....	14
I. Wellness Program:	15
1. City Swimming Pool:	15
2. Health Club Membership:.....	15
3. Annual Medical Physical:	15
SECTION 4: LEAVE PROVISIONS	15
A. Vacations	15
1. Accrual:	15
2. Accrual:	16
3. Vacation During Initial Probation:.....	16
4. Vacation Upon Termination:	16

5. Maximum Leave Bank Accumulation:.....	17
6. Vacation Cash Out:	17
7. Accumulation During OJI Leave:.....	17
8. No Interruption of Accumulation:	17
B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability.....	17
1. Accrual:	17
3. Illness/Injury During Vacation:	18
4. Personal Leave.....	18
5. Bereavement Leave:	18
6. Family Sick Leave:.....	18
C. On-The-Job Injury Leave:	19
1. Labor Code 4850	19
D. Holidays.....	19
1. Regular Holidays:	19
2. Memorials:	19
3. Holiday Pay:	20
E. Jury Duty:	20
SECTION 5: WORKING CONDITIONS	20
A. Educational Incentive Program	20
1. Guidelines:	20
2. Educational Incentive Pay	20
B. Tuition Reimbursement:	21
C. Employee Incentive Pay:.....	21
D. Work Schedule and Staffing:	21

1. Shift Staffing:	21
2. Work Schedule:.....	21
3. Exchange Hours:	22
4. Consecutive Work Shifts:	22
E. Grievance Procedure:.....	22
F. Promotional Testing:.....	22
G. Bilingual Training:.....	22
H. Unit Designation:.....	22
SECTION 6: MISCELLANEOUS.....	22
A. City's Right To Discovery:	22
B. Separability.....	22

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY MANAGER OF THE
CITY OF SEASIDE AND THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 1218**

We, the undersigned, duly appointed representatives of the City of Seaside and of the International Association of Firefighters Local 1218, a recognized employee organization, hereinafter referred to as "City" and "Association", having met and conferred in good faith in accordance with the Meyers-Milias-Brown Act, (government Code Section 3500 et. seq.) do hereby jointly prepare and execute the following written Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda of Understanding between the City and the Association. All items not expressly modified or changed by the MOU shall remain in effect during the term of the MOU except those items that no longer apply. All provisions of the MOU as stated within and other benefits enjoyed by the membership shall remain in effect until this MOU is modified through Meet and Confer.

Recognition

Pursuant to Section 3500-3510 of the Government Code of the State of California, the City has certified the Union as the recognized employee organization of the representation Unit consisting of full-time regular Firefighters, Engineers, Fire Captains and all other classes normally associated with the Unit.

Prohibition of Job Action

Notwithstanding any other provisions of this Memorandum of Understanding (MOU), City rule, regulation, ordinance, past practice or policy to the contrary, both parties to this MOU and each employee in a classification represented by the Union agree that:

1. The unimpaired continuation of City services is a paramount importance to City residents. Therefore, during the term of this MOU and for a ninety (90) calendar day period following the stated expiration date of the term of this MOU, neither the Union nor any employee in a classification or position represented by the Union shall cause, authorize, engage in, or sanction any type of job action which results in less than the full and faithful performance of the duties of employment. Lawful informational picketing on the employee's own time is not prohibited.
2. An employee who engages in any activity prohibited in Subsection B1 herein above, shall not be entitled to any wages or City=paid benefits whatsoever for the period of the job action. Prior to implementing this provision by adjusting an employee's paycheck, the City shall give reasonable notification to an employee and opportunity for the employee to respond in writing. Pursuant to the Personnel Rules and Regulations, employees shall have no right to appeal any action by the City in implementing this provision.
3. In addition to the administrative adjustments agreed to in Subsection B1 herein above, the City reserves the right to take appropriate disciplinary action for such job action including, but not limited, discharge.
4. If the City Manager determines that Subsection B herein above has been violated by the Union or an employee, the City may take such action(s) as it deems appropriate including, but not limited to, the actions set forth B2 and B3 herein

above as to an employee and termination of Section of 5 of this Memorandum of Understandings to the Union.

5. The union, its representatives, and represented City employees shall comply with the provisions of this MOU and shall make at least supererogatory efforts toward convincing all employees in this Unit to fully and faithfully perform their duties.
6. In the event of any activity prohibited by Section B herein above, the Union, its representative, and represented City employees agree to take any appropriate steps necessary to assure compliance with this Memorandum of Understanding.

SECTION 1: TERM

The provisions of the Memorandum of Understanding shall become effective January 1, 2026, and shall remain in effect for a period, terminating June 30, 2027.

SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

A. Direct Pay for Services:

1. Salary Adjustment:
 - a. A 4% base salary increase will occur on July 9, 2022.
 - b. A 4% base salary increase will occur the first day of the first full pay period in July 2023.
 - c. A 4% base salary increase will occur the first day of the first full pay period in July 2024.
2. .
3. Longevity Pay: Effective July 1, 2026, the longevity pay is as follows:
 - a. Bargaining unit members with 5 or more years of continuous City service will receive longevity pay in the amount of 3% payoff the members' base salary rate.
 - b. Bargaining unit members with 10 or more years of continuous City service will receive longevity pay in the amount of an additional 3% of the member's base salary rate (total of 6%)
 - a. Bargaining unit members with fifteen or more years of service shall receive longevity pay in the amount of an additional 3% of the member's Base Salary Rate (total of 9%).

B. Overtime:

1. Pre-Approval:

Requests for overtime that can be scheduled should be pre-approved by the Department Head or designee. Overtime not possible to schedule in advance and necessary for public safety and welfare shall be worked at Department Head discretion, subject to City Manager review.

2. Minimum Overtime Guarantee (Emergency Call Back):

When an employee is called back to work on an emergency basis, the actual time worked, with a minimum of four (4) hours, shall be earned.

3. FLSA Calculation:

All employee overtime shall be earned in increments of one-half (1/2) hour and will be compensated for at the rate of time and one-half (1-1/2) in cash at the employee's established rate of pay, at the discretion of the Department Head. The City will not deduct credited FLSA (Fair Labor Standard Act) hours when represented employees use accumulated hours in the form of vacation, sick leave, compensated time off, personal leave time off, or bereavement leave. City will pay the FLSA hours without regard to represented employee use of accumulated benefit/leave times.

4. Shift Work Overtime:

Fire Department personnel assigned to shifts shall be compensated for overtime in the following manner:

- a. When called back to work a shift because of the absence of a person regularly assigned to that shift, the pay shall be computed by dividing the employee's annual salary by 2912 hours. This figure shall be prorated for any portion of such shift and paid at time and one-half.
- b. Whenever in the judgment of the Fire Chief or his designated representative, an employee is required to work in excess of his/her regular work week or regular work day, he/she shall be compensated for such overtime work at the rate of one and one-half (1 1/2) times the hourly regular rate of pay for his/her classification. (Hourly rate is based on a 56 hour work week). The regular rate of pay is the individual's base pay plus incentives.
- c. Form of Compensation. An employee who works overtime and who is thus eligible for overtime compensation shall receive overtime compensation in the form of cash or compensatory leave subject to the following provisions.
 - i. Maximum Accumulation: Compensatory time which is allowed to accumulate, will be up to 144 hours. Compensatory time shall be calculated by multiplying the overtime hours worked by 1.5 times to reach the number of compensatory time hours. Said time off may only be used when said employee is normally on duty with staffing to be minimum staffing plus one person. Approval to use compensatory time shall be at the discretion of the members' supervisor.
 - ii. Minimum Overtime Guarantee. An employee represented by IAFF who is called back to work after he/she has completed his/her regular shift and has left his/her related court appearance of off-

duty hours shall be compensated for a minimum of four (4) hours overtime. It is expressly understood that an employee who works overtime rate (including court appearances) immediately prior to or subsequent to his/her regular shift shall be compensated at the overtime rate of pay for the time actually worked with no minimum number of hours of overtime guaranteed. (Hourly rate for IAFF is based on a 56 hour work week).

5. **Sell Back Option:**

Bargaining unit members may sell back compensatory time not used up to a maximum of 60 hours per year. Employees wishing to sell back leave must notify Finance by September 15 of each year and payoff will occur the first pay period of November.

C. Special Assignment Compensation:

1. **Fire Prevention Inspector:**

- a. Effective on the date of appointment to the special duty assignment for Fire Prevention Inspector, a two and one-half percent (2.5%) pay adjustment will be made to the employee's base pay.
- b. Term: The assignment will be limited to three personnel for a period of two years, and consecutive appointments are possible if the selection process warrants such.
- c. Removal from Assignment: With cause, the Department Head may remove any person filling this position. Removal of person(s) from this assignment will not be considered a disciplinary action.
- d. These personnel will be selected based on having achieved a minimum certification of Fire Prevention Officer I as recognized by the standards established by the Office of the California State Fire Marshal.
- e. These personnel will be selected based on a competitive process from the candidate pool established in paragraph (d) above.

2. **Special Pay/Rotational Assignments:**

Effective with the administrative assignment assigned by the Fire Chief qualified unit members shall be assigned special assignment pay of 5% above his or her current rate of pay effective the first day of the pay period upon assignment and while assigned. The premium and assignment are subject to the discretion of the Fire Chief and shall be made for a minimum of one pay period. The removal of the rotational assignment shall be the discretion of the Fire Chief and not be considered disciplinary.

2. **Spanish Bilingual Skill Pay:**

A two and one-half percent (2.5%) pay adjustment will be made to the employee's base pay for Spanish bilingual skill as tested by the City in

conjunction with the Language Testing International (LTI) or other suitable and appropriately certified testing organization for Spanish bilingual testing. An employee must pass probation before receiving this benefit.

3. Out of Class Compensation:

Fire Chief maintains administrative discretion regarding approval to act out of class based on performance and training.

- a. Bargaining unit members qualified and approved to act out of class in one assignment (ie – fire fighter to engineer; engineer to captain) shall receive a 2% pay incentive that is ongoing as long as they meet the standards set by the Fire Chief.
- b. Bargaining unit members qualified and approved to act out of class in two assignments (ie – fire fighter to engineer and to captain; engineer to captain and to DC) shall receive an additional 1% pay incentive (3% total) that is ongoing as long as they meet the standards set by the Chief.
- c. Bargaining unit members assigned to a long-term vacancy that is the result of sickness, injury, resignation, or termination and is expected to last one pay period or more shall have their on-going incentive increased to a total of 5% starting on first day of the pay period following the first date of the assignment and continuing through the end of the assignment.
- d. Acceptance of an interim assignment to a higher position of thirty (30) or more days shall require mutual written assent of the City and employee and shall not exceed 950 hours as stated in Section 20480 within a fiscal year
- e. The determination of vacancy will be made by the Fire Chief.

4. Hazardous Materials Response Team:

- a. A differential of 5% will be paid to an employee assigned to the Hazardous Materials Team by the Fire Chief. There will be a maximum of 4 team members per shift, for a total of twelve (12) team members in the Department.
- b. Removal from the team or the removal of the pay differential will not be considered disciplinary action.
- c. Continuation of Hazardous Materials Differential Pay is contingent on reimbursement for the cost of Hazardous Materials Response services from Monterey County. Termination of the agreement between the City of Seaside, Monterey County, and the City of Salinas will terminate this differential pay.
- d. Hazardous Materials Differential Pay will end on June 30, 2022, unless extended or terminated earlier per item (c) above.

D. Administration of Pay Plan:

1. Anniversary Date:

- a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted
- b. The anniversary date of any employee shall be adjusted, changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care and medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.
- c. Any employee who has served for one (1) year or more and takes leave of absence for purposes of military service in excess of the time defined as "temporary military leave," as defined by the Military and Veterans' Code, shall upon return to employment with the City, have their anniversary date adjusted by moving said date forward a length of time equal to the number of days absent from employment due to exceeding "temporary military leave," provided, however, said employee returns to work for the City within ninety (90) days of his/her discharge or release from military service.
- d. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth in the Section below.

2. Salary Ranges

The five (5) steps of each salary range shall be interpreted and applied as follows:

- a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.
- b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of Department Head and approval by the City Manager.
- c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second

step and upon written recommendation of Department Head and approval by the City Manager.

- d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of Department Head and approval by the City Manager.
- e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon written recommendation of Department Head and approval by the City Manager.
- f. Notwithstanding, the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to a classification having a higher overlapping salary range, shall be adjusted:
 - i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. In the Fire Service, if an employee is promoted from one rank to another, that employee shall be placed at a step to ensure at least a 2½% increase with respect to gross salary. If the step in the new range is the first step, the employee shall remain in the step for six (6) months before becoming eligible for advancement to the second step.
 - ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.
- g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward, the employees holding positions in classes affected shall have their existing salary adjusted to the same step in the new range.
- h. In any case where, by reason of unusual circumstances, rigid adherence to the foregoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.
- i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time service, the rate of compensation provided for such positions shall be adjusted

accordingly. If the present schedule of hours is changed, appropriate adjustments shall be made in the rates. The step plan shall apply to part-time salaried as well as full-time salaried employees.

- j. Changes in pay rates shall be made on the first day of the pay period next following the date of eligibility and authorization.

2. 40 Hour Work Week

1. When assigned to a 40-hour work week for training, administrative duties, light duty, etc, bargaining unit members shall receive pay and leave accrual at the 40 hour pay rate.

2. The assignment of shift start and ending times are subject to management direction and once established may be changed to meet City needs.

3. The Department Head has the sole discretion to decide whether to approve or deny overtime while working a 40-hour work week.

4. Hours actually worked in excess of 40 hours per week shall be paid at time-and-a-half the City's premium rate, which will be no less than the regular rate of pay as that term is defined in the Fair Labor Standards Act (FLSA). Hours worked in excess of an employee's shift that are not FLSA overtime hours shall be paid at one times the premium rate. All employee overtime shall be earned in increments of one-quarter (1/4) hour.

5. Association Members Assigned to a 40-hour work week for one pay period or more will earn and use sick leave at the equivalent 40-hour rate (7.84 hours per pay period).

SECTION 3: BENEFITS

A. PERS Retirement System:

1. Plan:

- a. Tier 1: CalPERS 3% @ 50 Formula: Provided to all bargaining unit members hired on or before June 30, 2010.
- b. Tier 2: CalPERS 2% @ 50 Formula: Provided to all bargaining unit members hired on or after July 1, 2010.
- c. Tier 3: CalPERS 2.7% @ 57 plan will be provided to all sworn safety members hired on or after January 1, 2013 who are "new members" as defined under the PEPRA.

2. Employee Contribution:

- a. Effective December 22, 2012, Tier 1 and Tier 2 bargaining unit employees will pay the 9% employee contribution towards PERS.
- b. Effective January 1, 2013, Tier 3 bargaining unit members shall pay 50% of the normal cost of the retirement plan as identified annually by

CalPERS. This contribution may change annually as required by the PEPRA.

- c. Effective the first full pay period after January 1, 2017, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost).

3. Survivor Benefits:

The City provides for 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.

B. Deferred Compensation:

The City will pay up to one hundred dollars (\$100.00) bi-monthly (24xs per year) to the ICMA deferred compensation program for each employee who makes a matching contribution.

C. Medical, Dental, and Vision Insurance:

1. Contributions:

The City's contributions for medical, dental, and vision coverage shall be as follows:

- a. Medical Plan contributions for all new members hired after October 15, 2015, and for all members beginning January 1, 2017:

- i. MCSIG PPO \$40 (70/30 Plan).

The City will pay 100% of the employee only premium and 95% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.

- ii. MCISG PPO \$25 (80/20 Plan).

IAFF Members electing to participate in the MCSIG PPO \$25 (80/20 Plan) will pay the difference between the City's contribution for the PPO \$40 Plan and the PPO \$25 Plan premium.

- iii. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.

New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO \$40 plan and the PACE Plan premium.

- iv. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.

The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

- a. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

2. Retiree Medical

- a. The City shall pay employees (not dependents) costs of health medical insurance for retirees who were hired prior to June 30, 2010.
- b. IAFF disabled employees who retire must have ten (10) years of continuous service, but do not need to be 50 years of age to receive this benefit.
- c. The City shall pay until retiree reaches 70 or becomes eligible for Medicare, whichever comes first.
- d. Eligibility: Employees must have ten years of continuous service with the City, be at least 50 years of age, and have been hired by the City prior to July 1, 2010 to receive this benefit.
- e. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

3. Medical Plan Benefits Committee:

During the term of this agreement, the City will coordinate a City-wide Benefits Committee to review/research potential medical plan benefits options subject to reaching mutual agreement and participation from all bargaining units.

D. Life Insurance:

City agrees to provide Group Life Insurance coverage which includes a term life insurance policy of fifty thousand dollars (\$50,000) for each represented employee.

E. Long Term Disability Insurance:

The City and Association members will split the IAFF LTD premium 50/50.

F. IRS Section 125 Plan:

The City of Seaside shall maintain an Internal Revenue Code Section 125 Plan Unreimbursed Medical and Dependent Care programs for all employees in the bargaining group. The maximum for both plans is set annually by the IRS.

G. Uniform Allowance

1. Monthly Allowance:

The combined uniform and uniform boot allowance shall be one hundred dollars (\$100.00) per month. The required uniform and uniform boots shall

meet the Seaside Fire Department designated standard. An employee must pass probation before receiving this benefit.

2. **New Hire Initial Allowance:**

Newly hired personnel of the Fire Department will receive a fixed sum equal to one thousand two hundred dollars (\$1,200.00).

3. **Uniform Allowance Reimbursement:**

All personnel who separate from employment with less than twelve months of full-time service, will be required to reimburse the City a prorated share of the initial uniform allowance. For each month, or portion thereof, less than twelve, the final compensation shall be reduced by one hundred dollars (\$100.00).

H. Mileage Reimbursement:

With the approval of the Department Head, the City shall reimburse both full and part time employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon the current IRS rate.

I. Wellness Program:

1. **City Swimming Pool:**

All represented members and their families shall have use of the City of Seaside's swimming pool at no cost to the employee or employee's family.

2. **Health Club Membership:**

The City will pay up to \$5 per month towards an employee membership at a health club upon submission of receipt of contract and payment to the Finance Division. To be eligible for reimbursement, requests for reimbursement must be received by Finance no later than 90 days from the date of service.

Dues will be processed by payroll deduction if administratively feasible.

3. **Annual Medical Physical:**

- a. All uniform represented employees shall have the option to have a treadmill test as part of their annual physical every other year paid for by the City of Seaside.
- b. The annual physical will include the prostate specific antigen (PSA) test as part of the lab analysis.

SECTION 4: LEAVE PROVISIONS

A. Vacations

1. **Accrual:**

All regular employees assigned to a 56-hour work week, shall earn vacation as follows:

- a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of 13 hours per month.
- b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of 19 hours per month.
- c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of 22 hours per month.
- d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years, vacation will be earned at the rate of 25 hours per month.
- e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year, vacation will be earned at the rate of 26 hours per month.
- f. During the twenty-fifth year, vacation will be earned at the rate of 28 hours per month.

2. Accrual:

All regular employees assigned to a 40-hour work week for one pay period or more, shall use vacation at the 40 hour rate and earn vacation as follows:

- a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of 4.29 hours per pay period.
- b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of 6.26 hours per pay period.
- c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of 7.25 hours per pay period.
- d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years, vacation will be earned at the rate of 8.24 hours per pay period.
- e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth year, vacation will be earned at the rate of 8.57 hours per pay period.
- f. During the twenty-fifth year, vacation will be earned at the rate of 9.23 hours per pay period.

3. Vacation During Initial Probation:

Use of vacation time by an employee shall be conditional upon the completion of six (6) months continuous service with the City, but if for any reason prior to the completion of six months service with the City, such employee's employment is terminated, he/she shall be credited with and paid for vacation time.

4. Vacation Upon Termination:

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

a. Calculation of Hourly Pay for Vacation Payout: For employees working shifts in the Fire Department, the method of computing hourly pay for accumulated vacation shall be as follows:

i. Hourly rate equals monthly salary (including incentive pays) multiplied by twelve (12) months and divided by 2912 hours.

5. Maximum Leave Bank Accumulation:

Employees represented by IAFF, will be allowed to have no more than two year's earned vacation accumulated as of the end of the 2nd pay period of January of any year. Based on extenuating circumstances, an employee may be granted one (1) additional year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum. The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

6. Vacation Cash Out:

The City will allow bargaining unit members to cash out 60 hours of accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to sixty (60) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

7. Accumulation During OJI Leave:
An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.
8. No Interruption of Accumulation:
No interruption in accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability

1. Accrual:
An employee assigned to a 56 hour work week shall earn 24 hours of sick leave with pay for each calendar month or major fraction thereof served and deducted hour for hour when used.
2. Use of Leave:
Sick leave with pay will be granted only upon the approval of the Department Head in case of bonafide illness of an employee, including the diagnosis, care, or treatment of an existing health condition of, or preventive care. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Evidence may be required in the form of a physician's certificate or otherwise to verify an employee's absence during the time for which sick leave is requested.

Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking with appropriate certification of the need for such services.
3. Illness/Injury During Vacation:
When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is of a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to the Department Head for a determination that such time off will be charged to sick time rather than to vacation time.
4. Personal Leave.
During the month of November each year, represented positions shall have the option to transfer a maximum of ninety-six (96) hours of accumulated sick time to personal leave. Accumulated personal leave shall not be greater than

ninety-six (96) hours at the end of any calendar year. Personal leave is for family emergencies.

5. Bereavement Leave:

Bereavement leave, to a maximum of five (5) working days with full pay for up to (40) hours will be permitted, without charging such leave against sick leave, upon the death of any of the following relatives of the employee or employee's spouse or employee's domestic partner. Due to the employee's regular work schedule, if the five (5) day entitlement exceeds forty hours, employees may supplement the remaining time off using their accrued leave balances, including sick leave and compensatory time off.

Days of bereavement leave need not be consecutive but shall be completed within three (3) months following the death of an eligible person. An eligible person means an employee employed for at least 30 days prior to the commencement of leave. Under extreme circumstance, the 3 month requirement may be waived by the Human Resources Director. The decision of the Director shall be final, with no process for further appeal.

A domestic partner must be the domestic partner registered with the Human Resources Department.

6. No eligible employee shall be entitled to compensation for bereavement leave in the event of the death of any relative defined by California Government Code Section 12945.2
7. Reproductive Loss Leave:

Employees who have been employed for at least 30 days prior to the commencement of the leave are entitled to take reproductive loss leave up to five (5) unpaid days following the loss. Employees are not required to take the five days consecutively, but the leave must be completed within three (3) months of the reproductive loss. Employees can take up to five (5) days for each qualifying reproductive loss.

If an employee experiences more than one reproductive loss event within a twelve-month period, the City shall not be obligated to grant a total amount of reproductive loss leave time in excess of twenty (2) days within a twelve-month period. The days an employee takes for reproductive loss leave may be nonconsecutive. (Refer to City Policy on Reproduction Loss Leave)

6. Family Sick Leave:

Sick leave may be used for the illness or injury of an employee's family member. A family member shall be defined by California Government Code Section 12945.2

7. Sick Leave Upon Rehire:

If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law.

C. On-The-Job Injury Leave:

1. Labor Code 4850

Employees covered under Section 4850 of the California Labor Code shall become entitled to on-the-job injury leave in accordance with its provisions.

- a. An employee on leave of absence under this Section will continue to accumulate sick leave and vacation leave.
- b. An employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.
- c. Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. Holidays

1. Regular Holidays:

All represented employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Farmworkers Day)
- Last Monday in May (Memorial Day)
- Nineteenth day of June (Juneteenth)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day
- Twenty-fifth day of December (Christmas Day)

2. Memorials:

Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, thanksgiving, or holiday.

3. Holiday Pay:

It is the intent of this resolution that all regular City employees shall observe the twelve (12) holidays set forth above.

- a. Fire Department personnel assigned to shifts will be compensated for holidays by paying for 11.2 hours based on 56-hour work week.

E. Jury Duty:

The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule is also applicable to those employees serving on the Grand Jury.

SECTION 5: WORKING CONDITIONS

A. Educational Incentive Program

All association members shall be eligible for the City's Educational Incentive Programs. An employee must pass probation before receiving this benefit.

1. Guidelines:

- a. Requests for Educational Incentive Pay shall be submitted to the Fire Chief indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Director. This information will be submitted on forms provided by the Human Resources Department.
- b. All courses taken to secure the above educational incentive pay shall be at the individuals own time and expense and any classes which have letter grades, a "C" or better must be obtained or pass if on a Pass/Fail basis, or certificate of completion if no grade is given. Any disputes shall be decided by the Human Resources Director.
- c. Education acquired prior to appointment as an employee of the City of Seaside qualifies under this program.
- d. A college unit shall mean a semester college unit.
- e. Employees may take courses from public or private schools. Colleges, or universities which are accredited under the auspices of the Council on Post-Secondary Education, when such courses are undertaken for purpose of improving their efficiency, knowledge, or competency in the performance of their duties.

2. Educational Incentive Pay

- a. 2.5% increase for 30 college units with ten of those units in Fire Science.
- b. 5% increase for 60 college units with 20 of those units in Fire Science OR an AA or AS in Fire Science or Fire Protection Technology.
- c. 5% increase for a BA/BS

- d. 7% shall be provided for a MA/MS.
- e. This incentive pay shall not stack.
- f. Association members are not required to recertify Educational Incentive Pay.

B. Tuition Reimbursement:

Tuition and book reimbursement limits shall be established \$500 per fiscal year for classes taken at a community college and for classes taken toward State Fire Marshal's Office certificates. The reimbursement level for classes taken at a four-year college or university towards a bachelors, masters, or graduate degree shall be \$3,000 per fiscal year.

C. Employee Incentive Pay:

- a. All employees shall be eligible for Employee Incentive Pay for cost saving suggestions. Employees wishing to apply for incentive pay will submit their suggestion to the Employee Task Force for review. The Task Force will coordinate with the appropriate City departments/divisions to determine the acceptability of the cost-saving suggestion and establish remuneration.
- b. A cost saving suggestion resulting in a one-time saving would be evaluated for a one-time bonus. This bonus may range from \$5.00, up to and not to exceed \$25.00. A cost saving suggestion resulting in an annual saving of a substantial amount of money would be evaluated for an annual bonus of \$100.00.

D. Work Schedule and Staffing:

- 1. Shift Staffing:
The Fire Department intends to continue its current minimum staffing level of seven (7), unless otherwise directed by the City Council.
- 2. Work Schedule:
The City and IAFF agree to the 48/96 schedule for all members of IAFF, Local 1218, assigned to the Fire Operations Division of the Fire Department. The 48/96 work schedule shall result in a change from a twenty-seven (27) day Fair Labor Standards Act (FLSA) work period to a twenty-four (24) day FLSA work period.
- 3. Exchange Hours:
The City agrees to allow personnel to exchange hours or shifts an unlimited number of times per year. Under no circumstances shall overtime be incurred as a result of a shift exchange unless the employee scheduled to work pursuant to the shift exchange is sick.

4. **Consecutive Work Shifts:**

There will be no changes in consecutive work shift policy. Consecutive work shifts will only be allowed when no other alternatives are available.

E. Grievance Procedure:

The Association has a right to file a grievance upon the following conditions:

1. The grievance involves more than one Association member.
2. There is a specified violation of the MOU in force or a specified violation of a City or Department rule and regulation.

F. Promotional Testing:

Promotional testing for, and the filling of, approved and funded positions represented by the Association shall occur within one year of the vacancy.

G. Bilingual Training:

The City shall provide bilingual (Spanish) training for uniformed Fire Department personnel at the fire station at no cost to uniformed personnel.

H. Unit Designation:

The IAFF, Local 1218, represents the classifications of Firefighter, Fire Engineer, and Fire Captain.

Safety Committee:

The Union and the City agree to maintain a Safety Committee. This Committee shall consist of three (3) representatives of the Union, two (2) representatives of Fire Administration, one of who shall be the Fire Chief, and one (1) representative from Human Resources, with a maximum number of representative being six (6). Each representative may designate an alternate who may attend the meetings on a regular basis and who shall fill his/her representative's position in the event of absence.

The Committee shall review investigations of occupational injury or illness and exposure to hazardous materials and, where appropriate, shall submit recommendation to the Fire Chief for the prevention of future incidents. The Committee shall also make health and safety-related recommendations to the Fire Chief as to improvements in departmental equipment, physical facilities, training, policies, and procedures and other areas as deemed appropriate by the Committee.

The Committee shall publish health and safety information, which shall be distributed through normal departmental means to all employees.

The Committee shall make recommendations in departmental budget proceeding regarding allocation of funds for improvements in occupational health and safety.

Up to two (2) hours of overtime pay per meeting shall be awarded to Committee members who participate in Committee meetings during off-duty hours.

The Committee shall determine the frequency of meetings; however, in no case shall the Committee meet less than four (4) times per calendar year.

The Committee shall elect a Chairperson and, at his/her discretion, use consensus of parliamentary process in decision-making. The Committee may elect to establish by-laws pertaining to the internal operations of the Committee.

SECTION 6: MISCELLANEOUS

A. City's Right To Discovery:

All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or facilities, shall be the sole and exclusive property of the City without further compensation.

B. Separability

If any section, subsection, paragraph, clause or phrase of this agreement is, for any reason, held to be invalid or unconstitutional, by a court of competent jurisdiction, such invalidity or unconstitutionality of the remaining portions of this agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

It is agreed by the parties to this agreement that the preceding represents the full and complete agreement which has been reached after discussions held in accordance with the Meyers-Milias-Brown Act. All other proposals, offers, counter-proposals, counter-offers, or other matters discussed during the meet and confer process are deemed to be rejected by both the City and the Association.

Greg McDanel, City Manager
City of Seaside

Date

Chris Marsiguerra, President
International Association of
Firefighters, Local 1218

Date



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Thomas Korman, Public Works Director/City Engineer

DATE: August 6, 2026

**SUBJECT: ADOPT A RESOLUTION GRANTING AN EASEMENT TO PACIFIC
GAS & ELECTRIC FOR A UTILITY EASEMENT ON THE MAIN
GATE PROPERTY (APN 031-031-018)**

RECOMMENDATION

Approve a non-exclusive easement.

BACKGROUND

PG&E is requiring an easement for new underground electrical facilities that cross the City of Seaside Main Gate property on the northwest corner adjacent to the Cal Trans right of way for CA-1. The area impacted by this easement is a small triangular piece of land that is commonly known to be part of the Seaside Main Gate property that is between 1st Avenue and US-1, south of Divarty Road.

The electrical facilities in the new easement area serve a meter pedestal in the Cal Trans right of way that provides power to streetlights and other facilities for the freeway. Currently, these facilities receive their electrical service from the overhead power lines adjacent to 1st Ave and Divarty Rd that are part of the old US Army infrastructure that served Fort Ord.

The current overhead power lines are being put underground and updated by Shea Homes as part of The Dunes project to the north of Main Gate, and as required under agreement with Seaside related to construction of facilities that serve the County Courthouse project.

The easement also includes a 103 SF area for an electrical transform that is primarily in the Divarty Road right of way but extends into the northern portion of the City of

Seaside property. There are no impacts to known or planned projects or facilities in the area. There are benefits to the existing overhead lines being put underground as part of this project. Otherwise the facilities related to this easement are already in place.

It should be noted that no portion of this easement directly impacts the County Courthouse property, but it is required by PG&E in order for the electrical project to advance which provides power to the properties in the vicinity. This includes the Courthouse parcel.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorically Exempt (Class 1, Existing Facilities). The project repairs and performs minor upgrades to the existing parking lot and sanitary sewer utility, and involves negligible or no expansion of use.

FISCAL IMPACT

There is no fiscal impact associated with approving the proposed easement. There are no monetary impacts associated with providing this easement to PG&E relative to the City. There is no monetary value associated with the easement area.

STRATEGIC PRIORITY

Effective Accessible Governance, Enhanced Physical Infrastructure & Abundant Water Supply

ATTACHMENTS

1. Resolution
2. Grant of Easement

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 AN EASEMENT DEED ON
PUBLIC PROPERTY AT 440 HARCOURT AVENUE WITH APN 031-031-018 TO
PACIFIC GAS & ELECTRIC**

WHEREAS, the City of Seaside is the owner of that certain real property commonly known as the Main Gate property, in the City of Seaside, situated in the County of Monterey, State of California, currently identified as County of Monterey Assessor's Parcel Number (APN) 031-031-018 (the "Property"); and

WHEREAS, Pacific Gas and Electric (PGE) operates gas and electric utilities within the City of Seaside, and is requiring an easement for new underground electrical facilities that cross the City of Seaside Main Gate property on the northwest corner adjacent to the Cal Trans right-of-way for CA-1; and

WHEREAS, the City wishes to convey a new utility easement for the sewer main to SCSD; and

NOW, THEREFORE BE IT RESOLVED that the City of Seaside authorizes the City Manager to execute an easement deed on the property with APN 031-031-018 to PG&E.

PASSED AND ADOPTED at a regular meeting of the City of Seaside duly held on the 6th day of August 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: _____ City of Seaside _____

Recording Fee \$ _____

Document Transfer Tax \$ 0

☒ [X] This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

☐ [] Computed on Full Value of Property Conveyed, or

☐ [] Computed on Full Value Less Liens

& Encumbrances Remaining at Time of Sale

☐ [] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2215-01-11501

EASEMENT DEED

CITY OF SEASIDE, a California municipal corporation,

("Grantor"), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Grantee"), the right from time to time to excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area set forth below, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Seaside, County of Monterey, State of California, described as follows:

(APN 031-031-018 Portion)

A portion of LOT 1 as shown upon the Record of Survey Map filed for record August 11, 2008 in Volume 30 of Survey Maps at page 20, Monterey County Records, as more particularly described on Exhibit A attached hereto and incorporated herein, as "Area A" and "Area B" totalling collectively 994 square feet more or less.

The facilities and easement area are described as follows:

Underground duct banks, conduits, electrical conductors, wires, cables, and manholes with suitable covers therefor; aboveground marker posts and service pedestals; underground and/or aboveground risers, switches, boxes, enclosures, transformers with associated pads or vaults, appurtenances, and associated equipment, as Grantee deems necessary, for the distribution of electric energy and for communication purposes; together with the right to install and maintain protection barriers therefor, all to be located within the parcels of land described as follows:

See EXHIBIT A and EXHIBIT B attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", EXHIBIT C, attached hereto and made a part hereof.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

CITY OF SEASIDE, a California municipal corporation,

By _____

Name:

Title:

I hereby certify that a resolution was adopted on the _____ day of _____, 2026,
by the City Council of the City of Seaside authorizing the foregoing grant of easement.

By _____

Name _____

Title _____

(A copy of the signed resolution may be included in lieu of the above certification.)

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

State of California

County of _____)

On _____, before me, _____ Notary Public,

Insert name

personally appeared _____

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other _____

LEGAL DESCRIPTION OF A UTILITY EASEMENT

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

Being a portion of that certain real property shown as Lot 1, on that certain map filed in Volume 30 of Surveys at Page 20 in the Records of said County, more particularly described as follows:

Area "A":

Commencing at the northeasterly corner of said Lot 1; thence along the easterly boundary of said Lot 1

- a) South $01^{\circ}35'17''$ West, 3.98 feet to the easterly terminus of the southerly boundary of a Public Utility Easement, as described in the deed recorded July 15, 2020, as Document: 2020034369 in the Official Records of said County; thence departing said easterly boundary and along said Easement boundary
- b) Westerly 141.21 feet along the arc of a non-tangent curve to the left having a radius of 502.00 feet (a radial bearing to the center point of said curve bears South $08^{\circ}33'15''$ East), through a central angle of $16^{\circ}07'00''$, to the true **POINT OF BEGINNING**; thence continuing along the arc of said curve
- 1) Westerly 16.20 feet, through a central angle of $01^{\circ}50'57''$ to a point herein for convenience called Point "A"; thence departing said Easement boundary
- 2) South $26^{\circ}31'12''$ East, 6.57 feet; thence
- 3) North $63^{\circ}00'24''$ East, 16.00 feet; thence
- 4) North $24^{\circ}40'15''$ West, 6.18 feet to the POINT OF BEGINNING.

Containing 103 square feet, more or less.

Together with Area "B"

Commencing at Point "A" as described above; thence continuing along the arc of said southerly boundary of said Public Utility Easement,

- a) Southwesterly 18.14 feet, through a central angle of $02^{\circ}04'14''$; thence
- b) South $61^{\circ}24'33''$ West, 22.06 feet to the true **POINT OF BEGINNING**; thence departing said southerly boundary
- 5) South $18^{\circ}45'57''$ East, 73.00 feet; thence

LEGAL DESCRIPTION

Page 2 of 2

- 6) South $71^{\circ}14'03''$ West, 10.00 feet; thence
- 7) South $78^{\circ}35'25''$ West, 16.99 feet, more or less, to easterly sideline of State Highway 1; thence along said easterly sideline
- 8) North $18^{\circ}30'18''$ West, 10.08 feet; thence departing said easterly sideline
- 9) North $78^{\circ}35'25''$ East, 16.94 feet; thence
- 10) North $18^{\circ}45'57''$ West, 61.19 feet to a point on the southerly boundary of said Public Utility Easement; thence along said easement boundary
- 11) North $61^{\circ}24'33''$ East, 10.15 feet to the POINT OF BEGINNING.

Containing 891 square feet, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

The bearing of North $01^{\circ}35'17''$ East along the easterly boundary of Lot 1, as shown on that certain map filed in Volume 30 of Surveys at Page 20, in the Records of said County, is the basis of bearings cited in this description.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 3140.46

04/03/2026
DATE



EXHIBIT B
SHEET 1 OF 2

PARCEL OP-3.2
24-C&T-93

LOT 5
30-SUR-20

NORTHEASTERLY
CORNER, LOT 1

PUBLIC UTILITY EASEMENT
DOC. #2020034369

S1°35'17"W
3.98' (TIE)

POINT OF BEGINNING, AREA "A"

POINT "A"

$\Delta=2^{\circ}04'14''$ R=502.00'
L=18.14' (TIE)

$\Delta=16^{\circ}07'00''$
R=502.00'
L=141.21' (TIE)

AREA "A": ± 103 SQ. FT.

S61°24'33"W 22.06' (TIE)

POINT OF BEGINNING, AREA "B"

AREA "B": ± 891 SQ. FT.

OWNER: CITY OF SEASIDE
LOT 1, 30-SUR-20
APN 031-031-018

S83°31'15"E (RADIAL)

N1°35'17"E
BASIS OF BEARINGS

PARCEL 1
23-SUR-97

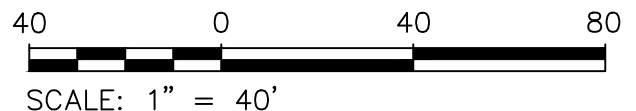
STATE HIGHWAY 1

(PROJECTED SECTION 1, T.15S, R.1E, MDM)

BASIS OF BEARINGS:

THE BEARING OF NORTH 01°35'17" EAST ALONG THE
EASTERLY BOUNDARY OF LOT 1, SHOWN ON VOLUME 30,
SURVEYS, PAGE 20, IS THE BASIS OF BEARINGS SHOWN
HEREON.

SEE SHEET 2 OF 2
FOR COURSE # TABLE



PLAT TO ACCOMPANY LEGAL DESCRIPTION

UTILITY EASEMENT OVER A PORTION OF
LOT 1, VOLUME 30, SURVEYS, PAGE 20

CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA

APRIL 2026



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

EXHIBIT B
SHEET 2 OF 2

COURSE TABLE			
LINE/CURVE	DIRECTION/DELTA	RADIUS	LENGTH
①	1°50'57"	502.00	16.20
②	S26°31'12"E		6.57
③	N63°00'24"E		16.00
④	N24°40'15"W		6.18
⑤	S18°45'57"E		73.00
⑥	S71°14'03"W		10.00
⑦	S78°35'25"W		16.99
⑧	N18°30'18"W		10.08
⑨	N78°35'25"E		16.94
⑩	N18°45'57"W		61.19
⑪	N61°24'33"E		10.15

(PROJECTED SECTION 1, T.15S, R.1E, MDM)

PLAT TO ACCOMPANY LEGAL DESCRIPTION

**UTILITY EASEMENT OVER A PORTION OF
LOT 1, VOLUME 30, SURVEYS, PAGE 20**

CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA

APRIL 2026



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

Pacific Gas and Electric Company



EXHIBIT C

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Attach to LD: 2215-01-11501

Area 3, Central Coast Region

Land Service Office: Salinas

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: (22.15.01.01.34) Rancho Noche Buena

FERC License Number: N/A

PG&E Drawing Number: N/A

Plat No.: H0512

LD of Affected Documents: N/A

LD of Cross Referenced Documents: N/A

Type of interest: Communication Easements (6), Electric Underground Easements (4)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 35439232-2200

JCN: N/A

County: Monterey

Utility Notice Number: N/A

851 Approval Application No: N/A; Decision: N/A

Prepared By: BFF3

Checked By: LJTG

Modified By: BFF3

Approved By: JQW3 07_02_26 *JW* [Mary Galoyan (M3GU) Electric Field Operations
Superintendent, Central Coast. Functional area approval, limiting ingress/egress to the easement area.]



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Haroon Noori, Administrative Analyst II

DATE: August 6, 2026

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH CITY DATA SERVICES, LLC FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM DATA MANAGEMENT SOFTWARE, MAINTENANCE, SUPPORT, AND MIGRATION SERVICES

RECOMMENDATION

Approve agreement.

BACKGROUND

The City administers the Community Development Block Grant (CDBG) Program and other community development programs that require ongoing tracking of applications, contracts, expenditures, performance measures, beneficiary data, subrecipient reporting, monitoring activities, and compliance with federal regulations.

For more than a decade, the City has utilized the City Data Services (CDS) software platform as its centralized data management system for administering these programs. The cloud-based software enables City staff to manage program activities, maintain historical records, generate reports, support U.S. Department of Housing and Urban Development (HUD) Integrated Disbursement and Information System (IDIS) reporting, and facilitate communication with subrecipients.

The City's previous Professional Services Agreement with City Data Services expired on June 30, 2026. Staff has negotiated a new three-year agreement to continue these services while transitioning the City to the vendor's upgraded CDS 2.0 platform. The proposed agreement includes software licensing, hosting, maintenance, technical

support, user training, data migration, and system configuration services necessary to support the City's ongoing administration of federally funded community development programs.

Because the total contract amount exceeds the City Manager's purchasing authority, City Council approval is required.

DISCUSSION

The proposed Professional Services Agreement will provide continued access to the City's existing Community Development data management system while implementing the vendor's upgraded CDS 2.0 platform. The upgraded system will preserve the City's historical program data and provide enhanced functionality, improved reporting capabilities, updated security features, and continued technical support.

The agreement includes software licensing, cloud hosting, system maintenance, software updates, technical support, user training, data migration, system configuration, and ongoing software enhancements. It also provides unlimited user access for City staff and subrecipients, regular software updates, and continued support for HUD reporting and compliance requirements.

Staff recommends continuing to utilize City Data Services because the software is proprietary and has served as the City's Community Development data management platform for many years. The City's historical program records, customized workflows, reporting templates, and related data are maintained within the CDS platform. Transitioning to another software system would require significant staff resources to procure and implement replacement software, migrate historical data, recreate customized reports and workflows, retrain staff, and validate system functionality. Such a transition would also increase implementation costs and could disrupt the administration of federally funded programs. Accordingly, staff has determined that continuing with the existing platform is the most efficient, cost-effective, and least disruptive approach.

The proposed agreement provides a three-year term, offering pricing stability while ensuring continuity of software support and system maintenance. The agreement also includes a one-time migration to the CDS 2.0 platform, positioning the City to continue utilizing current technology and supporting future program needs.

FISCAL IMPACT

The proposed Professional Services Agreement has a total not-to-exceed amount of \$28,154 for the period of July 1, 2026 through June 30, 2029, including annual software licensing, maintenance, support services, and a one-time migration to the CDS 2.0 platform.

Fiscal Year	Amount
FY 2026-27	\$10,800*
FY 2027-28	\$8,549
FY 2028-29	\$8,805
Total Contract Amount	\$28,154

**Includes the \$8,300 annual service fee and a one-time \$2,500 migration and implementation fee.*

Funding for the agreement is included in the Community Development Department budget. The costs are eligible Community Development Block Grant (CDBG) administrative expenses and are anticipated to be reimbursed through available CDBG administrative funds, subject to annual appropriations.

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

1. Attachment A - Resolution
2. Attachment B - FY2026-2029 CDS Professional Services Agreement

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

**RESOLUTION NO. 26-
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CITY
DATA SERVICES, LLC FOR COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM DATA MANAGEMENT SOFTWARE AND SUPPORT
SERVICES**

WHEREAS, the City administers Community Development Block Grant (CDBG) and other Community Development programs requiring specialized software for grant administration, reporting, monitoring, and federal compliance; and

WHEREAS, City Data Services, LLC developed and maintains the proprietary software platform currently utilized by the City for these purposes; and

WHEREAS, the City has maintained historical Community Development program information within the CDS platform for many years; and

WHEREAS, staff has determined that City Data Services, LLC is the sole practical provider capable of continuing these services without significant disruption, additional implementation costs, loss of functionality, or migration of historical program data; and

WHEREAS, the proposed agreement provides software licensing, cloud hosting, maintenance, technical support, migration services, training, software updates, and related professional services for a three-year term; and

WHEREAS, sufficient funding has been identified within the Community Development budget.

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

SECTION 1. The City Council does hereby declare that the above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council finds that City Data Services, LLC is the sole practical source for the continuation of the City's existing Community Development Block Grant data management software platform due to the proprietary nature of the software, continuity of operations, preservation of

historical data, compatibility with existing systems, and avoidance of substantial migration and implementation costs.

SECTION 3. The City Council approves the Professional Services Agreement with City Data Services, LLC in substantially the form presented to the City Council.

SECTION 4. The City Manager is authorized to execute the Agreement, together with any non-substantive revisions approved by the City Attorney, in an amount not to exceed Twenty-Eight Thousand One Hundred Fifty-Four Dollars (\$28,154) for the period of July 1, 2026 through June 30, 2029. The City Manager is further authorized to execute such documents and take such administrative actions as are necessary to implement the Agreement.

SECTION 5. This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED by the City Council of the City of Seaside at a regular meeting duly held on the 6th day of August, 2026, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri Damon, City Attorney

Attachment: Exhibit "A" – FY2026-2029 Professional Services Agreement - CDS



CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
Community Development Block Grant (CDBG) Program
Data Management and Hosted Software Services

This Professional Services Agreement ("Agreement") is made and entered into as of _____, 2026 ("Effective Date"), by and between the City of Seaside, a California municipal corporation ("City"), and City Data Services, LLC, a California limited liability company ("Consultant" or "CDS"). City and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. City requires continued access to and support for a hosted data management platform to administer, monitor, and report Community Development Block Grant (CDBG), public services, and related community development programs.
- B. Consultant provides web-based data management software and support services for community services, CDBG, subrecipient reporting, fiscal reporting, IDIS-related workflows, and related program administration.
- C. City previously entered into a Professional Services Agreement with Consultant for CDBG program data management services for the term July 1, 2023 through June 30, 2026. The Parties now desire to enter into a new agreement for continued and expanded services, including migration to CDS 2.0, on the terms set forth below.
- D. The Parties intend this Agreement to be a complete and legally binding agreement governing the scope, compensation, responsibilities, data rights, confidentiality, insurance, indemnity, and related requirements for the Services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. ENGAGEMENT AND SCOPE OF SERVICES

1.1 Engagement. City hereby engages Consultant to provide hosted data management software access, system maintenance, migration, configuration, customization, training, support, reporting, data export, and related professional services described in this Agreement and Exhibit A (collectively, the "Services"). Consultant accepts such engagement and agrees to perform the Services in accordance with this Agreement.

1.2 Exhibits. Exhibit A (Scope of Services, Compensation and Payment Schedule) are attached and incorporated by reference. In the event of a conflict, the body of this Agreement controls over the Exhibits, except where an Exhibit expressly imposes a stricter requirement on Consultant.

1.3 No Unapproved Work. Consultant shall not perform any services outside the Scope of Services or incur any reimbursable costs unless first authorized in writing by the City's Contract Manager or other authorized City representative. Any custom development, additional modules, third-party integrations, or materially expanded workflows must be authorized by written amendment, purchase order, task order, or other written approval signed by the City.

2. TERM

2.1 The term of this Agreement shall commence on July 1, 2026 and terminate on June 30, 2029, unless earlier terminated in accordance with this Agreement. This term covers Fiscal Years 2026-27, 2027-28, and 2028-29. Any extension shall be in writing and signed by both Parties.

3. COMPENSATION

3.1 Not-to-Exceed Amount. For Services performed during the Term, City shall pay Consultant an amount not to exceed Twenty-Eight Thousand One Hundred Fifty-Four Dollars (\$28,154), consisting of annual service fees totaling \$25,654 and a one-time migration fee of \$2,500, as further described in Exhibit A. The not-to-exceed amount may not be increased except by a written amendment signed by both Parties.

3.2 Annual Service Fee. The annual service fee includes all routine maintenance, standard updates, system support, core reports and features, included training, unlimited licensed users within the Public Services Module, unlimited programs and projects within licensed modules, and other included items described in Exhibit A.

3.3 Migration Fee. The one-time migration fee covers discovery and scoping, CDS 2.0 configuration and customization for the City's program needs, data migration, validation, import, City staff training, and one external subrecipient or contractor training session.

3.4 Invoicing. Consultant shall invoice the City quarterly in arrears for annual service fees, unless the City approves a different billing schedule in writing. The one-time migration fee may be invoiced upon initiation of migration services. Each invoice must describe the Services performed, the billing period, amounts charged, and any authorized expenses.

3.5 Payment. City shall pay undisputed invoices within thirty (30) days after receipt of a complete and accurate invoice. City may withhold payment for disputed amounts pending resolution. Payment by City shall not constitute acceptance of defective or nonconforming Services.

3.6 Expenses. No expenses shall be reimbursed unless expressly authorized in writing by City in advance and supported by receipts or other documentation acceptable to City.

3.7 Taxes and Fees. Consultant is solely responsible for all taxes, assessments, contributions, and other charges arising from compensation paid to Consultant under this Agreement.

4. STANDARD OF PERFORMANCE

4.1 Standard of Care. Consultant shall perform the Services with the skill, care, diligence, and professionalism ordinarily exercised by qualified providers of comparable hosted software and

grant data management services in California. Consultant shall comply with all applicable federal, state, and local laws, regulations, and program requirements relevant to the Services.

4.2 Personnel. Consultant shall provide qualified personnel to perform the Services. Consultant shall be responsible for the acts and omissions of its officers, employees, agents, contractors, and subcontractors.

4.3 Key Personnel. Consultant acknowledges that continuity of experienced CDS personnel is material to the City. Consultant shall provide the City reasonable advance notice of any material change in key personnel assigned to the City account and shall work cooperatively with City to ensure continuity of service.

4.4 Subcontractors. Consultant shall not subcontract any material portion of the Services without City's prior written consent. Consultant remains fully responsible for all Services performed by subcontractors.

5. HOSTED SOFTWARE, ACCESS, SUPPORT, AND SERVICE LEVELS

5.1 Hosted Platform. Consultant shall provide City authorized users with access to the CDS hosted platform and licensed modules described in Exhibit A. Consultant shall maintain the platform in a commercially reasonable manner, including routine maintenance, compatibility updates, issue resolution, and bug fixes.

5.2 Support. Consultant shall provide support to City staff and authorized subrecipients through email and video support during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time, excluding Consultant's holidays, as described in Exhibit A.

5.3 Training. Consultant shall provide included training as described in Exhibit A, including City staff training related to migration and up to two annual training calls per funding type within the licensed module, together with one external subrecipient or contractor training session associated with migration.

5.4 Maintenance Windows. Consultant shall use commercially reasonable efforts to schedule planned maintenance outside normal City business hours or provide advance notice when maintenance may materially affect City access. Consultant shall promptly notify City of material service interruptions or security incidents as provided in this Agreement.

6. CITY RESPONSIBILITIES

6.1 City Cooperation. City shall reasonably cooperate with Consultant by identifying City workflows, forms, reports, user roles, access needs, data migration priorities, and other information necessary for Consultant to perform the Services.

6.2 Authorized Users. City is responsible for designating authorized users and promptly notifying Consultant when access should be modified or terminated. Consultant shall implement reasonable role-based permissions consistent with City direction.

6.3 Prohibited Data Entry. City shall use reasonable efforts to avoid entering into the CDS platform Social Security numbers, full financial account numbers, banking credentials, medical records, or other highly sensitive personal information unless expressly authorized in writing by Consultant and subject to mutually agreed safeguards. This provision does not relieve

Consultant of its duties regarding data security, confidentiality, breach notification, and proper handling of City Data.

7. DATA OWNERSHIP, WORK PRODUCT, AND LICENSE

7.1 City Data. All data, records, documents, reports, forms, applications, fiscal information, subrecipient information, program information, uploaded materials, and other content entered, uploaded, generated, or maintained by or for City in connection with the Services are "City Data" and shall remain the property of City.

7.2 Consultant Software. Consultant retains all right, title, and interest in its pre-existing software, source code, object code, platform architecture, application logic, proprietary schemas, know-how, methodologies, templates not owned by City, and generally available product improvements ("Consultant Software"). No ownership interest in Consultant Software is transferred to City.

7.3 Work Product. Reports, exports, summaries, charts, memoranda, dashboards, records, data compilations, and other materials generated from City Data for City reporting or administration purposes are City property to the extent they contain or are derived from City Data, subject to Consultant's ownership of the Consultant Software.

7.4 License During Term. During the term of this Agreement, Consultant grants City a non-exclusive, non-transferable right for City's authorized users to access and use the hosted platform and licensed modules solely for City business purposes and administration of City programs.

7.5 Data Export. Upon City's written request during the term or within thirty (30) days after expiration or termination, Consultant shall provide a one-time export of City Data in a commercially reasonable standard format, such as CSV, Excel, PDF, or the native export structure of the system. Consultant shall not withhold City Data due to a payment dispute, except as may be required by law or court order. Additional data conversion, custom formatting, third-party coordination, or technical transition assistance may be subject to mutually agreed additional fees.

7.6 Data Retention and Destruction. Unless otherwise required by law or agreed in writing, Consultant shall retain City Data for at least sixty (60) days following expiration or termination. Upon City's written request, Consultant shall securely delete or destroy City Data from Consultant-controlled systems after export or the end of the retention period, except for archival backups maintained in accordance with Consultant's ordinary backup procedures and legal obligations. Consultant shall provide written confirmation of destruction upon request.

8. CONFIDENTIALITY, SECURITY, AND INCIDENT RESPONSE

8.1 Confidential Information. Consultant shall maintain the confidentiality of City Data and any non-public City information disclosed to Consultant. Consultant shall not use or disclose such information except as necessary to perform the Services, as directed by City, or as required by law.

8.2 Security Measures. Consultant shall maintain commercially reasonable administrative, technical, and physical safeguards designed to protect City Data against unauthorized access,

disclosure, alteration, loss, or destruction. Such safeguards shall include role-based access controls, reasonable authentication practices, encryption protocols, backup procedures, and auditability or version logging as described in Exhibit A.

8.3 Security Incident Notice. Consultant shall notify City without unreasonable delay, and in no event later than seventy-two (72) hours after confirming a security incident that materially compromises the confidentiality, integrity, or availability of City Data. Consultant shall cooperate with City in investigating, mitigating, and providing legally required notices arising from any such incident.

8.4 Public Records. Consultant acknowledges that City is subject to the California Public Records Act. Consultant shall assist City in responding to lawful records requests involving City Data, provided that City remains responsible for determining whether records are disclosable or exempt.

8.5 No Sale of Data. Consultant shall not sell, rent, disclose, or commercially exploit City Data or use City Data to train unrelated artificial intelligence or machine learning models without City's prior written consent.

9. INDEPENDENT CONTRACTOR

Consultant is, and shall at all times remain, an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee, agency, joint venture, or partnership relationship between City and Consultant. Consultant has no authority to bind City except as expressly authorized in writing.

10. COMPLIANCE WITH LAWS AND GRANT REQUIREMENTS

10.1 General Compliance. Consultant shall comply with all applicable federal, state, and local laws, regulations, ordinances, and orders applicable to its performance of the Services.

10.2 CDBG and HUD-Related Services. To the extent Consultant supports administration, reporting, monitoring, or data transmission related to CDBG, IDIS, HUD, or other federal or state grant programs, Consultant shall perform such support consistent with City instructions and applicable program requirements. Consultant is not responsible for City policy decisions, eligibility determinations, grant award decisions, or certifications unless expressly included in the Scope of Services.

10.3 Nondiscrimination. Consultant shall not discriminate in the performance of this Agreement on the basis of race, color, religion, national origin, ancestry, sex, gender, gender identity, gender expression, sexual orientation, marital status, age, disability, medical condition, veteran status, or any other protected classification under applicable law.

10.4 Debarment. Consultant represents that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally assisted transactions by any federal department or agency.

11. INDEMNIFICATION AND DUTY TO DEFEND

11.1 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, fines, penalties, costs, and expenses, including reasonable attorneys' fees and costs, arising out of, pertaining to, or relating to the negligence, recklessness, willful misconduct, errors, omissions, or wrongful acts of Consultant or Consultant's officers, employees, agents, subcontractors, or anyone for whom Consultant is legally responsible in the performance of this Agreement.

11.2 Limitation. Consultant's duty to indemnify and defend shall not extend to liability caused by the sole negligence, active negligence, or willful misconduct of City, except to the extent permitted by law.

11.3 Duty to Defend. Upon City's written tender, Consultant shall defend City from claims covered by this Section with counsel reasonably acceptable to City or, at City's option, reimburse City for reasonable defense costs. Consultant's defense obligation applies immediately upon tender, subject to final allocation as required by law.

11.4 Survival. The obligations in this Section survive expiration or termination of this Agreement.

12. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows before beginning work and throughout the term of this Agreement. City may require evidence of insurance, endorsements, and renewal certificates. Failure to maintain required insurance is a material breach of this Agreement.

12.1 Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers a negligent act, error or omission in 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.

12.2 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.

12.3 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.

12.4 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 City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

13. TERMINATION

13.1 Termination for Convenience. City may terminate this Agreement for convenience upon sixty (60) days' prior written notice to Consultant. Consultant may terminate this Agreement for convenience upon one hundred twenty (120) days' prior written notice to City.

13.2 Termination for Cause. Either Party may terminate this Agreement for material breach by providing written notice specifying the breach. The breaching Party shall have fifteen (15) days after receipt of notice to cure, or such longer period as the non-breaching Party may approve in writing. If the breach is not cured within the cure period, termination shall be effective upon written notice or upon expiration of the notice period stated in the original notice.

13.3 Non-Appropriation. City's payment obligations are subject to annual appropriation. If sufficient funds are not appropriated or otherwise made available, City may terminate this Agreement upon written notice. Consultant shall be paid for authorized Services satisfactorily performed through the effective date of termination.

13.4 Effect of Termination. Upon termination, Consultant shall stop work as directed by City, preserve City Data, cooperate in transition, and provide data export services under Section 7.5. City shall pay Consultant for authorized Services satisfactorily performed through the effective date of termination, less any disputed or legally withheld amounts. Except as expressly authorized by City, Consultant shall not be entitled to lost profits, expectation damages, or payment for work not performed.

13.5 Survival. Provisions concerning payment obligations accrued before termination, data ownership, confidentiality, data export, indemnity, insurance, records, dispute resolution, and any other provision that by its nature should survive shall survive expiration or termination.

14. RECORDS AND AUDIT

Consultant shall maintain complete and accurate records relating to Services, invoices, and charges under this Agreement for at least four (4) years after final payment, or longer if required by applicable grant requirements. City, its auditors, and authorized governmental agencies may inspect and audit such records upon reasonable notice during normal business hours.

15. CONFLICTS OF INTEREST

15.1 No Conflicts. Consultant shall avoid conflicts of interest and the appearance of conflicts of interest in the performance of this Agreement.

15.2 Political Reform Act. If City determines that Consultant is a "consultant" under the Political Reform Act or City's Conflict of Interest Code, Consultant and designated personnel shall complete and file Statements of Economic Interests (Form 700) as required by City.

15.3 No Gifts or Gratuities. Consultant shall not offer or provide gifts, gratuities, or anything of value to City officials or employees in violation of applicable law or City policy.

16. ASSIGNMENT

Consultant shall not assign, transfer, delegate, or subcontract this Agreement or any rights or obligations under this Agreement without City's prior written consent. Any attempted assignment without consent is void. City may assign this Agreement to a successor public agency or entity assuming City's relevant functions.

17. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered personally, by recognized overnight courier, by certified mail, return receipt requested, or by email with confirmation of transmission, to the addresses below or to such other address as either Party may designate by notice.

City:	Consultant:
City of Seaside 440 Harcourt Avenue Seaside, CA 93955 Attn: CDBG Administrator Email: CDBG@ci.seaside.ca.us	City Data Services, LLC 166 Geary Street, 15th Floor, Suite 171 San Francisco, CA 94108 Attn: Vidush Mahansaria, Director Email: Finance@citydataservices.com
With copy to: City Attorney cityattorney@ci.seaside.ca.us	With copy to: _____

18. MISCELLANEOUS

18.1 Entire Agreement. This Agreement, including its Exhibits, constitutes the entire agreement between the Parties concerning the subject matter and supersedes all prior negotiations, proposals, and agreements concerning the same subject matter.

18.2 Amendments. This Agreement may be amended only by a written document signed by authorized representatives of both Parties.

18.3 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue for any action arising from this Agreement shall be in a court of competent jurisdiction serving Monterey County, California, unless otherwise required by law.

18.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing. Waiver of one breach shall not constitute waiver of any other breach.

18.6 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together constitute one instrument.

18.7 Authority. Each person signing this Agreement represents that they have authority to bind the Party on whose behalf they sign.

19. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Approved:

Dated: _____

Consultant: City Data Services, LLC.

By: Vidush Mahansaria
Title: Director
Address: 166 Geary St, 15th Floor, Suite 171
San Francisco, CA 94108

Dated: _____

City of Seaside:

By: Greg McDanel Title:
City Manager
Address: 440 Harcourt Ave
Seaside, CA 93955

Attachments: Exhibit A - Scope of Services, Compensation and Payment Schedule

City of Seaside Proposal Cost Estimate Terms

FY 27 - FY 29 (3-Year)

The term amendments stated in this document are not an exhaustive list of contract terms. These represent the key term amendments requested by City Data Services.

1. TERM

- A. Our proposed term length is three years, with possible 1-2 year renewal options, allowing us to offer the most favourable discounts to list pricing. This Contract shall commence on July 1, 2026, and shall remain in effect for a period of three (3) years, through June 30, 2029 (the "Initial Term"), unless earlier terminated in accordance with Section 2.

2. FEE SCHEDULE AND PAYMENT TERMS

2.1. Annual Maintenance Fees

A. FY27 - FY29 Annual service Fee (CDS 2.0)

An annual service fee is required to maintain all programs on CDS 2.0 through June 30, 2029. This fee is fixed and will not increase due to growth in the number of users, training, programs, or projects. The annual service fee covers routine maintenance, standard updates, system support, and development of core reports and features as defined in the Scope of Services. The fee is allocated as follows for your existing modules: Public Services

Module	FY 27 List Price	Long Tenure Discount	Preferred Client Rate
Public Services Module	\$12,650	-\$4,350	\$8,300
Total Annual Fee	\$12,650	-\$4,350	\$8,300

**Module breakdown and Additional Services breakdown provided below*

Future Module Option:

We have also discussed the future development of a housing rehabilitation program using CDS software.

Module*	FY 26/27 List Price	Long Tenure Discount	Preferred Client Rate
Single Family (Housing Rehab)	\$11,250	-\$3,100	\$8,150

2.2 Migration Configuration and Customization

A. FY 2026/27 CDS 2.0 One-Time Migration Fee

Migration to the CDS 2.0 platform shall be subject to a **one-time professional services fee** covering all configuration, customization, and onboarding activities necessary to transition from the legacy system. Migration fees shall be payable at the initiation of migration services for each module.

Migration tasks include:

- Discovery and scoping sessions with City staff to define workflows, forms, reports, and access requirements;
- Configuration and customization of CDS 2.0 to meet the City's program needs;
- Data migration, validation, enrichment and import;
- Virtual training for City staff on the new system's use and administration; and
- A virtual training session for external subrecipients or contractors.

Module*	FY 26/27 List Price	Long Tenure Discount	Preferred Client Rate
Public Services Module	\$5,000	-\$2,500	\$2,500
Total One-Time Fee	\$5,000	-\$2,500	\$2,500

2.3. Indexation of Annual Service Fee

A. The Annual service fee shall be increased each year with the CPI adjustment fixed at three percent (3%) annually for the duration of the contract. In the event that the CPI-U exceeds five percent (5%) in any given year, the parties agree to meet in good faith to determine a mutually acceptable adjustment to the fixed CPI rate for that year. If a fixed rate is not agreed the annual service fee shall be subject to an annual adjustment based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding calendar year.

2.4. Combined Fee Schedule

A. 3-Year Contract Price Schedule

The price schedule below outlines our preferred option that will guarantee you the best pricing for the total 3-year contract including all services included in the Scope of Services (Section 4).

FY	Base Fee (Pre CPI)	Annual Fee including 3% fixed indexation
FY27	\$8,300	\$8,300
FY28	\$8,300	\$8,549

FY29	\$8,300	\$8,805
FY27-29 License Fee		\$25,654
FY26/27 Migration Fee		\$2,500
Total Contract Value (3 year)		\$28,154

2.5. Termination

A. Termination for Cause

This Contract may be terminated by either party only in the event of material breach by the other party. The non-breaching party must provide thirty (30) days' written notice specifying the nature of the breach. The breaching party shall have fifteen (15) days from receipt of such notice to cure. If the breach is not cured within the cure period, the Contract shall terminate upon expiration of the thirty-day notice period.

B. Termination for Convenience

Either party may terminate for convenience on one hundred and twenty (120) days' prior written notice; Contractor entitled to pro-rata payment for services performed plus reimbursement of unamortised migration investment.

C. Non-Appropriation

If client is appropriated insufficient funds, client may terminate this Agreement by giving Contractor not less than ninety (90) days' prior written notice. Upon termination under this paragraph, the Contractor shall be entitled to compensation for all Services rendered prior to the effective termination date. Contractor's assumption of non-appropriation risk is part of the consideration for the Agreement.

D. Data Transition Services

Upon written request by the Client within thirty (30) days of expiration or termination, Contractor shall provide a one-time export of Client-entered data in a standard format (e.g., CSV) or the native structure of the system. This shall include core form and report data but exclude application logic, integrations, proprietary schemas, or derived outputs. Any additional support, formatting, conversion, or transition assistance requested by the Client — including technical handover, third-party coordination, or data reformatting — shall be subject to Contractor's then-current professional services rate card. The contractor shall retain no obligation to maintain system access or store data beyond sixty (60) days following contract termination unless otherwise agreed in writing. Secure data disposal per NIST SP800-88; certificate of destruction on request.

3. SCOPE OF SERVICES

- A. Contractor shall provide the City with access to and ongoing support for its hosted data management platform in accordance with the functionality and program areas. The following FY27 itemised price list includes all services for the coming contract and long tenure discount for these services. The annual maintenance program provided under this Contract is designed to include:

Task	FY26 List Price	Long Tenure Discount	Annual Preferred Client Rate
Software licensing for the Public Services Module	\$12,650	-\$4,350	\$8,300
Unlimited user Admin, City Staff and subrecipient user seats	\$7,500	-\$7,500	-
Unlimited Programs and Projects under each module	\$2,500	-\$2,500	-
System modifications and enhancements released to all users to ensure HUD compliance	\$3,000	-\$3,000	-
Annual report and application template adjustments	\$3,500	-\$3,500	-
Access control & data encryption protocols	\$1,000	-\$1,000	-
Two annual training calls per funding type	\$1,500	-\$1,500	-
Full annual access to customer support for staff and subrecipients via email & video support (M–F, 8–5 PST)	\$2,500	-\$2,500	-
Quarterly account review to propose new features, customisations and feedback	\$250	-\$250	-
Annual Service Fee Total	\$34,400	\$26,100	\$8,300

* The City should be aware, the purchase and use of grant administration software is an eligible reimbursable CDBG expense for SF housing rehab program's project delivery. Section 105(a)(20); §570.201(k)

- B. All work covered under the annual maintenance fee shall be performed at no additional charge beyond the agreed-upon annual contract value. All licensing fees include Access to create programs and reports under the core modules, Routine database maintenance, Issue resolution and bug fixes, Ongoing browser & OS compatibility updates

- C. In addition to these services we value the City as a long standing customer of ours, and one with which we partner with on many aspects of our product. Because of this we would like to actively fast-track your migration to CDS 2.0 and offer you priority migration to all modules as one of the first 5 customers.

You are also welcomed to provide feedback on the future product direction and functionality to fit your needs as long term Development Partners:

- 1:1 sessions with the CDS 2.0 Product Lead to incorporate feedback and functionality specific to your jurisdiction
 - Beta access to CDS 2.0 for review and feedback ahead of launch
 - Priority migration of all modules to CDS 2.0
 - Priority development of jurisdiction-specific user documentation and training materials for CDS 2.0
 - 30-Day, 60-Day and 90-Day Review sessions post migration
- D. Any development, configuration, or customization requests that fall outside the standard scope of services, such as those involving new program areas, substantially custom workflows, new program modules, custom summary reports or third-party integrations, shall be considered custom work and billed separately.
- E. Custom work shall be quoted and billed in accordance with Contractor's then-current annual services rate card, unless the Contractor elects to offer a fixed-fee or discounted pricing proposal for specific deliverables, in which case such offer must be documented in writing and mutually agreed to prior to commencement of the work. No custom development shall commence without prior written approval from the City.

SCOPE OF SERVICES: MODULE BREAKDOWN

The Scope Of Services below covers the following CDS modules:

- Public Services
 - Single-Family Housing (Housing Rehabilitation)
-

1. Platform Overview (Global Functionality)

CDS will serve as the system of record for housing, community development, and loan programs. The platform centralizes program data, documentation, reporting, and compliance workflows across departments and funding sources, while remaining configurable as programs evolve.

Core Platform Capabilities (Applicable to all modules)

- **Role-based user management and permissions**, supporting granular access
 - **Unlimited users** within licensed modules (no per-seat pricing)
 - **Longitudinal data storage** supporting multi-year and multi-phase programs
 - **Secure, auditable, cloud-hosted infrastructure**
 - **Version Logging** for auditability and edit tracking
 - **Centralized document library** with global search, filtering, and bulk export
 - **System-wide notifications** (time-based and action-based email notifications)
 - **Export framework** supporting Excel and PDF outputs across all modules
 - **Integration with IDIS and external reporting systems** where applicable
 - **Personalized task and action views** for City staff (e.g., items requiring review, upcoming deadlines, overdue submissions)
-

2. Public Services Module

The Public Services module supports administration of service-based programs funded through federal, state, and local sources, including application intake, contracting, reporting, monitoring, and compliance.

Program Setup & Lifecycle Management

- Program creation and configuration by funding source and fiscal year
- Lifecycle tracking: draft → active → reporting → close-out
- Association of programs with agencies and funding sources
- Long-term retention of closed programs for audit and historical analysis

Agency & Subrecipient Management

- Centralized agency and subrecipient profiles
- Tracking of active and historical program participation
- Storage of contracts, insurance, audits, and other compliance documentation
- Maintain Agency contact information for use in email notifications

Applications & Evaluations

- Configurable application templates (NOFA) using CDS's highly customised form builder
- Online application submission by subrecipients
- Built-in evaluation workflows, including:
 - Scoring rubrics and evaluator assignments
 - Structured scoring and comments
 - Aggregation of scores to support award decisions
- Conversion of awarded applications into active programs
- Contract generation using your custom legal templates

Reporting & Monitoring

- Configurable reporting templates (e.g., QPRs, invoices, progress reports)
- Scheduled reporting cycles (quarterly, semi-annual, annual)
- Status tracking (draft, submitted, under review, returned, approved)
- Version history for resubmitted reports
- Centralized review and approval workflows
- Automated due date, overdue and action-required notifications

Budgets, Expenses & Goals

- Structured budget collection within reports
- Roll-up views showing:
 - Total awarded amounts
 - Amounts claimed and reimbursed
 - Remaining balances and utilization
- Goal and outcome tracking extracted directly from reports
- Portfolio-level visibility without opening individual submissions

Dashboards & Analytics (Public Services)

- Summary dashboards with:
 - Financial metrics (requested, approved, disbursed)
 - Accomplishment and demographic metrics
 - Compliance indicators
- Filters by funding source, program, agency, and date range

- Drill-down from dashboards into underlying records
- Exportable dashboard tables and summaries

IDIS Reporting

- Centralized **Submit to IDIS** workflow
 - Identification of reports eligible for IDIS submission
 - Validation checks prior to export
 - Generation of IDIS-compatible files
 - Submission tracking and audit history
-

3. Single-Family Housing Module

The Single-Family Housing module supports homeowner assistance, housing rehabilitation, and related programs administered by the City.

Program & Case Management

- Program setup by funding source and program type
- Tracking of individual homeowner cases
- Eligibility data capture and review
- Project milestone tracking from application through completion

Financial & Document Tracking

- Budget allocation and funding usage tracking
- Document storage for applications, approvals, inspections, and close-out
- Long-term retention of completed cases for historical reference

Oversight & Reporting

- Portfolio views across all single-family programs
- Aggregated reporting by program and funding source
- Visibility into active, completed, and closed cases



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Greg McDanel, City Manager

DATE: August 6, 2026

SUBJECT: ADOPTION OF ORDINANCE AMENDING MUNICIPAL CODE SECTION 2.02.490 INCREASING THE COMPENSATION OF THE MAYOR AND CITY COUNCIL MEMBERS. THE PROPOSED ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO GUIDELINE 15378 (NOT A PROJECT) AND SECTION 15061(B)(3) AND PROVIDE DIRECTION TO CITY MANAGER (SECOND READING – ROLL-CALL VOTE)

RECOMMENDATION

- 1.) Find that adoption of the attached Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 (Not a Project) and Section 15061(b)(3) (Common Sense Exemption), because it can be seen with certainty that the activity has no possibility of causing a significant effect on the environment; and,
- 2.) Motion to waive further reading and adopt the attached Ordinance amending Municipal Code Section 2.02.490 increasing the compensation of the Mayor and City Council Members; and,
- 3.) Take other action related to this Agenda item as directed.

BACKGROUND

I. ADOPTION OF ORDINANCE AMENDING MUNICIPAL CODE SECTION 2.02.490 INCREASING THE COMPENSATION OF THE MAYOR AND CITY COUNCILMEMBERS

This agenda item is the required second reading and adoption of an Ordinance amending Municipal Code Section 2.02.490 increasing the compensation of the Mayor and City Council Members in compliance with California Government Code Sections 36516 and 36516.5.

At its regular meeting of July 16, 2026, the City Council considered the findings of an independent legal review regarding Ordinance No. 2034, which had increased City Council compensation to \$2,400 per month and provided the Mayor with a \$300 monthly automobile stipend. Based upon that review, the City Council determined that Ordinance No. 2034 contained two mistakes.

First, the compensation amount exceeded the maximum amount authorized under Government Code Section 36516 because the statutory five percent annual adjustment had been calculated using compounded increases and the law does not permit compounding of the five percent.

Second, the increased compensation became effective during the existing terms of office rather than after one or more members of the City Council began a new term, as required by Government Code Section 36516.5. The Staff Report for July 16, 2026 can be found at this link.

To address the two mistakes described above, the City Council adopted an Urgency Ordinance immediately restoring City Council compensation to the previously authorized amount of \$400 per month while preserving the Mayor's \$300 monthly automobile stipend.

In addition, on July 16, 2026, the City Council introduced the attached regular Ordinance increasing future City Council compensation to \$1,180 per month, with the increase becoming effective only upon commencement of a new term of office following the November 3, 2026 General Municipal Election.

This agenda item completes the legislative process through the required second reading and adoption of the Ordinance introduced on July 16, 2026. If adopted, the Ordinance will increase the compensation of the Mayor and City Councilmembers consistent with California Government Code Sections 36516 and 36516.5

II. IMPLEMENTATION OF PRIOR CITY COUNCIL DIRECTION

As discussed in Section I above, Ordinance No. 2034 resulted in City Council Members receiving compensation in excess of the amount authorized by California Government Code Section 36516 and prior to the commencement date permitted by Government Code Section 36516.5. As a result, the City Council directed the City Manager on July 16, 2026, to retain an independent Certified Public Accountant (CPA), or other qualified professional, to assist in evaluating the amount of any compensation overpayments and

to develop recommendations regarding an appropriate repayment process.

Staff is currently implementing that direction in coordination with outside legal counsel. The scope of the CPA review includes verification of the compensation paid, calculation of any overpayments, evaluation of applicable payroll and tax considerations, and development of recommendations regarding an appropriate repayment methodology consistent with applicable law.

Because the CPA review has not yet been completed, no recommendation regarding repayment is before the City Council as part of this agenda item. Upon completion of the review, staff will return to the City Council under a separate agenda item with the CPA's findings, any related legal analysis, and recommendations regarding an appropriate repayment process for City Council consideration.

III. CONCLUSION

The independent legal review of Ordinance No. 2034 determined that the ordinance established City Council compensation in excess of the amount authorized by California Government Code Section 36516 and allowed the increase to become effective prior to the commencement of a new term of office as required by Government Code Section 36516.5. In response, the City Council adopted an Urgency Ordinance on July 16, 2026, immediately restoring City Council compensation to the previously authorized amount of \$400 a month while preserving the Mayor's automobile stipend of \$300 a month as authorized by state law.

The attached Ordinance would increase City Council compensation consistent with California Government Code Sections 36516 and 36516.5. Adoption of the Ordinance will ensure the City's Municipal Code conforms to applicable state law while providing a lawful compensation structure that becomes effective only as permitted by statute, namely, after a City Councilmember(s) is sworn into office following the November 3, 2026 election.

Separately, staff continues to implement the City Council's prior direction regarding the independent CPA review of compensation overpayments. Upon completion of that review, staff will return to the City Council under a separate agenda item with findings and recommendations for Council consideration.

Accordingly, staff recommends that the City Council conduct the second reading by title only and adopt the attached Ordinance.

ATTACHMENTS

1. Ordinance Amending Municipal Code Section 2.02.490 Increasing the Compensation of the Mayor and City Councilmembers.

FISCAL IMPACT

The proposed Ordinance establishes future City Council Member compensation at \$1,180 per month, consistent with the maximum amount authorized under California Government Code Section 36516, and preserves the Mayor's existing \$300 monthly automobile stipend authorized by Government Code Section 36516.1. Pursuant to Government Code Section 36516.5, the increased compensation will not become effective until one or more members of the City Council commence a new term of office following the November 3, 2026 General Municipal Election. Accordingly, adoption of the Ordinance will not result in an immediate increase to current City Council compensation.

The companion Urgency Ordinance adopted by the City Council on July 16, 2026, immediately restored City Council Member compensation to the previously authorized amount of \$400 per month. As a result, the City's ongoing compensation expenditures have already been reduced pending the future effective date established by this Ordinance.

Staff is separately implementing the City Council's prior direction to retain an independent Certified Public Accountant (CPA) to evaluate compensation overpayments and develop recommendations regarding an appropriate repayment process. Because that review remains in progress, any potential fiscal impacts associated with repayment of compensation or related payroll and tax adjustments cannot yet be determined. Any recommendations with fiscal implications will be presented to the City Council under a separate agenda item upon completion of the CPA review.

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

1. Attachment 1 - Ordinance to Increase Mayor and Council Compensation

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

ORDINANCE NO. XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE AMENDING MUNICIPAL CODE SECTION 2.02.490 INCREASING THE COMPENSATION OF THE MAYOR AND CITY COUNCIL MEMBERS

WHEREAS, on August 21, 1986, the City of Seaside (“City”) adopted Ordinance No. 703 setting the compensation of City Council Members in the amount of \$400 per month; and

WHEREAS, the Mayor is a member of the City Council; and

WHEREAS, the City’s population as of July 2025 is estimated by the United States Census Bureau to be 31,636; and

WHEREAS, on June 29, 2023, Senate Bill No. 329 was adopted by the California State Legislature amending Government Code Section 36516 effective January 1, 2024 pertaining to the compensation of City Council Members; and

WHEREAS, the findings in SB 329 included the following:

SECTION 1. The Legislature finds and declares all of the following:

- (a) The compensation schedule for general law cities has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation.
- (b) Allowing cities to adjust their compensation for inflation since 1984 may help cities councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families.

WHEREAS, since January 1, 2024, Government Code Section 36516 (a) provides that a city council may enact an ordinance providing that each member of the city council, including the Mayor, shall receive a salary in the following amount:

- (1) For cities with a population of 35,000 or less, the monthly compensation permitted increased by SB 329 from \$300 to \$950.
- (2) In the alternative, the compensation of City Council Members can be increased by the greater amount of:

(A) An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the compensation in effect when the ordinance or amendment is enacted.

(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent from each calendar year; and

WHEREAS, the California Consumer Price Index increased from October 1986 to April 2026 by approximately 250% according to the California Department of Industrial Relations; and

WHEREAS, on May 1, 2025, the City Council adopted Ordinance No. 2034 which amended City Municipal Code Section 2.02.490 with an Effective Date of May 31, 2025 to increase the compensation of City Council Members to \$2400 a month and included a \$300 per month automobile stipend for the Mayor and these amounts have been paid from June 2025 through June 2026, a period of 13 months; and

WHEREAS, Ordinance No. 2034 was repealed in part by Urgency Ordinance No. _____ adopted on July 16, 2026 because \$2400 a month in compensation was an incorrect amount and because the commencement date for the payment of the compensation increase for City Council Members should have been when one or more members of the city council begins a new term of office after the November 3, 2026 election; and

WHEREAS, the period from December 1986 through August 2026 is 39 years and 8 months; and

WHEREAS, based upon Attorney General Opinion No. 06-504 issued August 8, 2006, the 5% Formula in Government Code Section 36516 is not to be compounded; and

WHEREAS, applying the 5% per calendar year formula of Government Code Section 36516, without compounding, to the current City Council Member compensation of \$400 is \$20 per year multiplied by 39 years equals \$780 plus \$400 results in a total compensation of \$1180 a month; and

WHEREAS, Government Code Section 36516.1 provides that an elected mayor may be provided with compensation in addition to that which the mayor receives as a Council Member. The Government Code does not specify the maximum amount of additional compensation that may be provided to the mayor; and

WHEREAS, The additional compensation for the mayor of a general law city may be increased during his or her term according the Opinion of the California Attorney General issued on August 8, 2006 No. 06-504; and

WHEREAS, Ordinance No. 2034 includes a severability clause which provides that if any provision of the Ordinance is invalid that the remainder of the Ordinance shall continue to be in full force and effect which means that the \$300 per month automobile stipend for the Mayor provided in Ordinance No. 2034 still has full force and effect; and

WHEREAS, the City and its needs have grown in complexity, the hours required of Council Members and the Mayor have increased substantially, and the resources needed to prepare for and attend city council meetings and other activities have increased; and

WHEREAS, the City Council of the City of Seaside finds that increasing the compensation for its Council Members, including the Mayor, would facilitate representation in local government by allowing public servants to balance careers and personal obligations, and increase the opportunity for individuals across different income levels to participate in public service, all consistent with the legislative intent of Government Code Section 36516.

NOW, THEREFORE, the City Council of the City of Seaside, State of California does ordain as follows:

SECTION 1. RECITALS. The foregoing Recitals are true and correct and are hereby incorporated by reference in full.

SECTION 2. PURPOSE AND INTENT OF ORDINANCE. The purpose and intent of this Ordinance is to amend Municipal Code Section 2.02.490 to provide for a compensation increase for the Mayor and other City Council Members which is consistent with the provisions of Government Code Section 36516, Government Code Section 36516.1 and Government Code Section 36516.5.

SECTION 3. TEXT AMENDMENT TO MUNICIPAL CODE SECTION 2.02.490.

New amendments to Section 2.02.490 are shown in underline and deletions are shown in strike out. Section 2.02.490 shall be amended as follows:

2.02.490 Compensation

Each member of the city council shall receive a salary of \$1180 (eleven hundred and eighty dollars) ~~four hundred dollars~~ per month. In addition, the Mayor shall receive compensation in the amount of three hundred dollars per month automobile stipend.

SECTION 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). This Ordinance will not result in a direct or indirect changes to the environment and does not meet the definition of a project under CEQA. 14 California Code of Regulations 15378

SECTION 5. SEVERABILITY.

A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this Ordinance are severable.

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid, or enforceable.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be effective 30 days after adoption.

SECTION 7. COMMENCEMENT DATE FOR INCREASED COMPENSATION
The increased compensation provided by this Ordinance shall commence the date that one or more members of the city council begin a new term of office following the November 3, 2026 election.

SECTION 8. PUBLICATION. The City Clerk is directed to certify this Ordinance and cause it to be published in the manner required by law.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside, State of California, on the ____ day of _____, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: August 6, 2026

SUBJECT: **ADOPTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 13.12 CROSS-CONNECTION CONTROL PROGRAM. THE PROPOSED ACTION IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B)(3) (SECOND READING - ROLL CALL VOTE)**

RECOMMENDATION

Conduct the second reading and open public hearing.

BACKGROUND

Chapter 13.12 - Cross-Connection Control Program

The existing Cross Connection Control Program, Chapter 13.12 was adopted October 6th, 1988 and amended in January 16th, 2020. The proposed edits reflect updates to the California Code of Regulations ("CCR") as they pertain to the types of backflow protection devices necessary to maintain the minimum level of protection for the municipal water supply. The chapter has been revised to incorporate the CCCPH (Cross-Connection Control Policy Handbook) and its standards applying to the SMWS (Seaside Municipal Water System) as defined in CHSC (California's Health and Safety Code) section 116275 (h).

The State Water Resources Control Board adopted the CCCPH on July 1st 2024. The CCCHP aims to protect public health by establishing standards to ensure a public water system's drinking water distribution system will not be subject the backflow of liquids, gases, or other substances. The standards apply stateswide.

The proposed ordinances attached hereto will address the issues noted above by amending the existing Municipal Code Chapter 13.12 with the proposed language in the attached draft ordinance.

The City Council held a public hearing on July 16th, 2026, as the initial reading to introduce the ordinance amendments and will this serves as the second reading and adoption. The ordinance will go into effect 31 days following the adoption of the ordinance.

ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b)). Additionally, any cross-connection activities are categorically exempt from CEQA. (14 CCR 15301(b))

FISCAL IMPACT

There is no fiscal impact associated with the adoption of an amendment to the Municipal Code for the Cross Connection Control Program.

STRATEGIC PRIORITY

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

ATTACHMENTS

1. Ordinance
2. Exhibit A Seaside Municipal Code Chapter 13.12
3. Exhibit B Cross Connection Control Policy Handbook

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

ORDINANCE NO. XXXX

**AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 13.12
CROSS CONNECTION CONTROL PROGRAM. THE PROPOSED ACTION IS NOT
SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
PURSUANT TO SECTION 15061(B)(3)**

WHEREAS, the existing Cross Connection Control Program, chapter 13.12 was adopted in 1988; and

WHEREAS, the State Water Resources Control Board adopted the Cross-Connection Control Policy Handbook (CCCPH), attached hereto as Exhibit B, on July 1st 2024 aiming to protect public health by establishing standards to ensure a public water system drinking water distribution system will not be subject to the backflow or liquids, gasses, or other substances; and

WHEREAS, the CCCPH are defined in California Health and Safety Code (CHSC) section 116275 (h) and the standards apply statewide; and

WHEREAS, the Cross-Contamination Control and Backflow Prevention regulation previously outlined in Title 17 of the California Code of Regulation have been repealed and replaced; and

WHEREAS, Chapter 13.12 needs to be revised to replace references to Title 17 with the CCCPH;

NOW, THEREFORE BE IT RESOLVED, that the Seaside Municipal Code Section 13.12 will be amended in accordance with the attached red lined text in Exhibit A; and.

NOW, THEREFORE BE IT FURTHER RESOLVED, the proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b)) additionally, any cross-connection activities are categorically exempt from CEQA. (14 CCR 15301(b)).

PASSED AND ADOPTED at regular meeting of the City Council of the City of Seaside duly held on the 6th day of August 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

Chapter 13.12 CROSS-CONNECTION CONTROL PROGRAM

Sections:

- [**13.12.010 Title.**](#)
- [**13.12.020 Purpose.**](#)
- [**13.12.030 Adoption.**](#)
- [**13.12.040 Connections with noncity systems prohibited.**](#)
- [**13.12.050 Definitions.**](#)
- [**13.12.060 Cross-connection protection requirements designated.**](#)
- [**13.12.070 Cross-connection protection – General provisions.**](#)
- [**13.12.080 Where protection is required.**](#)
- [**13.12.090 Type of protection required.**](#)
- [**13.12.100 Approved backflow prevention devices.**](#)
- [**13.12.110 Backflow prevention device installation.**](#)
- [**13.12.120 Backflow prevention device testing and maintenance.**](#)
- [**13.12.130 Backflow prevention device removal.**](#)
- [**13.12.140 User supervisor.**](#)
- [**13.12.150 Administrative procedures – Water system survey.**](#)
- [**13.12.160 Customer notification.**](#)
- [**13.12.170 Water service termination.**](#)

13.12.010 Title.

The ordinance codified in this chapter shall be known and cited as the “cross-connection control program to protect the Seaside Municipal Water System.”
(Ord. [752](#) § 1 (Exh. A), 1988)

13.12.020 Purpose.

The purpose of this chapter is (A) to protect the public water supply against actual or potential contamination through cross-connections by isolating sources of contamination that may occur within a water user’s premises because of some undiscovered or unauthorized cross-connection on the premises; (B) to eliminate existing connections between drinking water systems and other sources of water that are not approved as safe and potable for human consumption; (C) to eliminate cross-connections between drinking water systems and sources of

contamination; (D) to prevent the making of cross-connections in the future. (Ord. [752](#) § 1 (Exh. A), 1988)

13.12.030 Adoption.

These regulations are adopted pursuant to ~~the State of California Code of Regulations, Title 17, Public Health, entitled "Regulations Relating to Cross-Connections."~~the State Water Resources Control Board Cross-Contamination Control Policy Handbook (CCCPH) latest edition and incorporating all updates and amendments as defined in California's Health and Safety Code (CHSC) section 116275 (h) (Ord. [752](#) § 1 (Exh. A), 1988)

13.12.040 Connections with non-city systems prohibited.

It is unlawful for any person, firm or corporation at any time to make or maintain or cause to be made or maintained, temporarily or permanently, for any period of time whatsoever, any cross-connection between plumbing pipes or water fixtures being served with water by the City of Seaside's Municipal Water System and any other source of water supply or to maintain any sanitary fixture or other appurtenances or fixtures which, by reason of their construction, may cause or allow backflow of water or other substances into the public water supply system of the city and/or the service of water pipes or fixtures of any consumer of the city. (Ord. [752](#) § 1 (Exh. A), 1988)

13.12.050 Definitions.

"Air-gap separation" means a physical break between a supply pipe and a receiving vessel. The air gap shall be at least double the diameter of the supply pipe measured vertically above the top rim of the vessel, in no case less than one inch.

"Approved backflow prevention device" means devices which have passed laboratory and field evaluation tests performed by a recognized testing organization which has demonstrated their competency to perform such tests to the California Department of Health Services.

"Approved water supply" means any water supply whose potability is regulated by state or local health agency.

"Auxiliary supply" means any water supply on or available to the premises other than the approved water supply.

"AWWA Standard" means an official standard developed and approved by the American Water Works Association (AWWA).

"Backflow" means a flow condition, caused by a differential in pressure, that causes the flow of water or other liquids, gases, mixtures or substances into the distributing pipes of a potable supply of water from any source or sources other than an approved water supply source. Backsiphonage is one cause of backflow. Back pressure is the other cause.

"Contamination" means a degradation of the quality of the potable water by any foreign substance which creates a hazard to the public health, or which may impair the usefulness or quality of the water.

"Cross-connection," as used in this chapter, means any unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome and potable. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross-connections.

"Double check valve assembly" means an assembly of at least two independently acting check valves including tightly closing shutoff valves on each side of the check valve assembly and test cocks available for testing the watertightness of each check valve.

"Health agency" means the California Department of Health Services, or the local health agency with respect to a small water system.

"Local health agency" means the county or city health authority.

"Person" means an individual, corporation, company, association, partnership, municipality, public utility or other public body or institution.

"Premises" means any and all areas on a water user's property which are served or have the potential to be served by the public water system.

"Public water system" means a system for the provision of piped water to the public for human consumption that has five or more service connections or

regularly serves an average of twenty-five individuals daily at least sixty days out of the year.

“Reclaimed water” means a wastewater which, as a result of treatment, is suitable for uses other than potable use.

“Reduced pressure principle backflow prevention device” means a device incorporating two or more check valves and an automatically operating differential relief valve located between the two checks, a tightly closing shutoff valve on each side of the check valve assembly, and equipped with necessary test cocks for testing.

“Service connection” refers to the point of connection of a user’s piping to the water supplier’s facilities.

“Water supplier” means the person who owns or operates the approved water supply system.

“Water user” means any person obtaining water from an approved water supply system. (Ord. [752](#) § 1 (Exh. A), 1988)

13.12.060 Cross-connection protection requirements designated.

The cross-connection protection requirements are as designated in SMC [13.12.070](#) through [13.12.090](#). (Ord. [1044](#) § 2 (Att. C), 2017; Ord. [752](#) § 1 (Exh. A), 1988)

13.12.070 Cross-connection protection – General provisions.

A. Unprotected cross-connections with the public water supply are prohibited.

B. Whenever backflow protection has been found necessary, the city will require the water user to install an approved backflow prevention device by and at the water user’s expense for continued services or before a new service will be granted.

C. Wherever backflow protection has been found necessary on a water supply line entering a water user’s premises, then any and all water supply lines from the City of Seaside’s Municipal Water System’s mains entering such premises, buildings or structures shall be protected by an approved backflow prevention

device. The type of device to be installed will be in accordance with the requirements of this chapter. (Ord. [752](#) § 1 (Exh. A), 1988)

13.12.080 Where protection is required.

A. Each service connection from the Seaside Municipal Water system for supplying water to premises having an auxiliary water supply shall be protected against backflow of water from the premises into the public water system unless the auxiliary water supply is accepted as an additional source by the City Engineer and is approved by the public health agency having jurisdiction.

B. Each service connection from the Seaside Municipal Water System for supplying water to any premises on which any substance is handled in such fashion as may allow its entry into the public water system shall be protected against backflow of the water from the premises into the public system. This shall include the handling of process waters and waters originating from the Seaside Municipal Water System which have been subjected to deterioration in sanitary quality.

C. Backflow prevention devices shall be installed on the service connection to any premises having: (1) internal cross-connections that cannot be permanently corrected and controlled to the satisfaction of the state or local health department and the city, or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not cross-connections exist. (Ord. [752](#) § 1 (Exh. A), 1988)

13.12.090 Type of protection required.

A. The type of protection that shall be provided to prevent backflow into the approved water supply shall be commensurate with the degree of hazard that exists on the consumer's premises. The type of protective device that may be required (listing in an increasing level of the type of protection) includes: double check valve assembly (DC), reduced pressure principle backflow prevention device (RP) and air-gap separation (AG). The water user may choose a higher level of protection than required by the city. The minimum types of backflow protection required to protect the approved water supply at the user's water connection to premises with varying degrees of hazard are ~~given in Table 1 of Title 17 California Code of Regulations, Section 7604, as that section may be~~

~~revised from time to time defined in the CCCPH~~. Situations which are not covered in ~~Table 1~~the CCCPH shall be evaluated on a case-by-case basis and the appropriate backflow protection shall be determined by the City Engineer or health agency.

B. Two or more services supplying water from different street mains to the same building, structure or premises through which an inter-street main flow may occur shall have at least a standard check valve on each water service to be located adjacent to and on the property side of the respective meters. Such check valve shall not be considered adequate if backflow protection is deemed necessary to protect the Seaside Municipal Water System's mains from pollution or contamination; in such cases the installation of approved backflow devices at such service connections shall be required. (Ord. [752](#) § 1 (Exh. A), 1988)

13.12.100 Approved backflow prevention devices.

A. Only backflow prevention devices which have been approved by the City Engineer shall be acceptable for installation by a water user connected to the city's potable water system.

B. The city will provide, upon request, to any affected customer a list of approved backflow prevention devices. (Ord. [752](#) § 1 (Exh. A), 1988)

13.12.110 Backflow prevention device installation.

Backflow prevention devices shall be installed in a manner prescribed in ~~Section 7603, Title 17, of the California Administrative Code~~the CCCPH. Location of the devices should be as close as practical to the user's connection. The City Engineer shall have the final authority in determining the required location of a backflow prevention device.

A. Air-Gap Separation (AG). The air-gap separation shall be located on the user's side of and as close to the service connection as is practical. All piping from the service connection to the receiving tank shall be above grade and be entirely visible. No water use shall be provided from any point between the service connection and the air-gap separation. The water inlet piping shall terminate a distance of at least two pipe diameters of the supply inlet, but in no case less than one inch above the overflow rim of the receiving tank.

B. Reduced Pressure Principle Backflow Prevention Device (RP). The approved reduced pressure principle backflow prevention device shall be installed on the user's side of and as close to the service connection as is practical. The device shall be installed a minimum of twelve inches above grade and not more than thirty-six inches above grade measured from the bottom of the device and with a minimum of twelve inches side clearance. The device shall be installed so that it is readily accessible for maintenance and testing. Water supplied from any point between the service connection and the RP device shall be protected in a manner approved by the city.

C. Double Check Valve Assembly (DC). The approved double check valve assembly shall be located as close as practical to the user's connection and shall be installed above grade, if possible, and in a manner where it is readily accessible for testing and maintenance. If a double check valve assembly is put below grade it must be installed in a vault such that there is a minimum of six inches between the bottom of the vault and the bottom of the device, so that the top of the device is no more than a maximum of eight inches below grade, so there is a minimum of six inches of clearance between the side of the device with the test cocks and the side of the vault, and so there is a minimum of three inches of clearance between the other side of the device and the side of the vault. Special consideration must be given to double check valve assemblies of the "Y" type. These devices must be installed on their "side" with the test cocks in a vertical position so that either check valve may be removed for service without removing the device. Vaults which do not have an integrated bottom must be placed on a three-inch layer of gravel. (Ord. [752](#) § 1 (Exh. A), 1988)

13.12.120 Backflow prevention device testing and maintenance.

A. The owners of any premises on which, or on account of which, backflow prevention devices are installed shall have the devices tested by a person who had demonstrated their competency in testing of these devices to the city. Backflow prevention devices must be tested at least annually and immediately after installation, relocation or repair. The City Engineer may require a more frequent testing schedule if it is determined to be necessary. No device shall be placed back in service unless it is functioning as required. A report in a form acceptable to the city shall be filed with the city each time a device is tested, relocated or repaired. These devices shall be serviced, overhauled or replaced

whenever they are found to be defective and all costs of testing, repair and maintenance shall be borne by the water user.

B. The city will supply a list of qualified persons to test backflow prevention devices. The city will notify affected customers by mail when annual testing of a device is needed and also supply users with the necessary forms which must be filled out each time a device is tested or repaired.

C. Upon request the city will test a water user's backflow prevention device to fulfill the requirements of this chapter. The water user will be charged for the test and any maintenance found necessary to keep the device in working order on the next regular water bill. (Ord. [752](#) § 1 (Exh. A), 1988)

13.12.130 Backflow prevention device removal.

Approval must be obtained from the city before a backflow prevention device is removed, relocated or replaced.

A. Removal. The use of a device may be discontinued and the device removed from service upon presentation of sufficient evidence to the city to verify that a hazard no longer exists or is not likely to be created in the future.

B. Relocation. A device may be relocated following confirmation by the city that the relocation will continue to provide the required protection and satisfy installation requirements. A retest will be required following the relocation of the device.

C. Repair. A device may be removed for repair; provided the water use is either discontinued until repair is completed and the device is returned to service, or the service connection is equipped with other backflow protection approved by the city. A retest will be required following the repair of the device.

D. Replacement. A device may be removed and replaced; provided the water use is discontinued until the replacement device is installed. All replacement devices must be approved by the City Engineer and must be commensurate with the degree of hazard involved. (Ord. [752](#) § 1 (Exh. A), 1988)

13.12.140 User supervisor.

At each premises where it is necessary, in the opinion of the City Engineer, a user supervisor shall be designated by and at the expense of the water user. This user supervisor shall be responsible for the monitoring of the backflow prevention devices and for avoidance of cross-connections. In the event of contamination or pollution of the drinking water system due to a cross-connection on the premises, the city shall be promptly notified by the user supervisor so that appropriate measures may be taken to overcome the contamination. The water user shall inform the city of the user supervisor's identity on, as a minimum, an annual basis and whenever a change occurs. (Ord. [752](#) § 1 (Exh. A), 1988)

13.12.150 Administrative procedures – Water system survey.

A. The city shall review all requests for new connections to the Seaside Municipal Water System to determine if backflow protection is needed. Plans and specifications must be submitted to the city upon request for review of possible cross-connection hazards as a condition of service for new service connections. If it is determined that a backflow prevention device is necessary to protect the public water system, the required device must be installed before service will be granted.

B. The city may require an on-premises inspection to evaluate cross-connection hazards. The city will transmit a written notice requesting an inspection appointment to each affected water user. Any water user who cannot or will not allow an on-premises inspection of his piping system shall be required to install the backflow prevention device the City Engineer considers necessary.

C. The city may, at its discretion, require a re-inspection for cross-connection hazards of any premises to which it serves water. The city will transmit a written notice requesting an inspection appointment to each affected water user. Any water user who cannot or will not allow an on-premises inspection of his piping shall be required to install the backflow prevention device the City Engineer considers necessary. (Ord. [752](#) § 1 (Exh. A), 1988)

13.12.160 Customer notification.

A. Device Installation.

1. The city will notify the water user of the survey findings, listing the corrective actions to be taken if any are required. A period of sixty days will be given to complete all corrective actions required, including installation of backflow prevention devices.

2. A second notice will be sent to each water user who does not take the required corrective actions prescribed in the first notice within the sixty-day period allowed. The second notice will give the water user a two-week period to take the required corrective action. If no action is taken within the two-week period, the water service to the affected water user may be terminated until the required corrective actions are taken.

B. Testing and Maintenance.

1. The city will notify each affected water user when it is time for the backflow prevention device installed on their service connection to be tested. This written notice shall give the water user thirty days to have the device tested and supply the water user with the necessary form to be completed and resubmitted to the city.

2. A second notice shall be sent to each water user which does not have his/her backflow prevention device tested as prescribed in the first notice within the thirty-day period allowed. The second notice will give the water user a two-week period to have his/her backflow prevention device tested. If no action is taken within the two-week period, the water service to the affected water user may be terminated until the subject device is tested.
(Ord. [752](#) § 1 (Exh. A), 1988)

13.12.170 Water service termination.

A. General. When the city encounters water uses that represent a clear and immediate hazard to the potable water supply that cannot be immediately abated, the city shall institute the procedure for discontinuing water service from the Seaside Municipal Water System.

B. Basis for Termination. Conditions or water uses that create a basis for water service termination shall include, but are not limited to, the following items:

1. Refusal to install a required backflow prevention device;

2. Refusal to test a backflow prevention device;
3. Refusal to repair a faulty backflow prevention device;
4. Refusal to replace a faulty backflow prevention device;
5. Direct or indirect connection between the public water system and a sewer line;
6. Unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants;
7. Unprotected direct or indirect connection between the public water system and an auxiliary water system;
8. A situation which presents an immediate health hazard to the public water system.

C. Water Service Termination Procedures.

1. For conditions designated in subsection (B)(1), (2), (3) or (4) of this section, the city will terminate service to a customer's premises after two written notices have been sent specifying the corrective action needed and the time period in which it must be done. If no action is taken within the allowed time period, water service may be terminated.
2. For conditions designated in subsection (B)(5), (6), (7) or (8) of this section, the city will take the following steps:
 - a. Make reasonable effort to advise water user of intent to terminate water service;
 - b. Terminate water supply and lock service valve. The water service will remain inactive until correction of violations has been approved by the city Engineer. (Ord. [752](#) § 1 (Exh. A), 1988)

State Water Resources Control Board

Cross-Connection Control Policy Handbook

Standards and Principles for California's
Public Water Systems

Adopted: December 19, 2023

Effective: July 1, 2024

Amended: April 21, 2026

California Environmental Protection Agency

Table of Contents

Acronyms and Abbreviations.....	1
Chapter 1 – Policy Overview	2
1.1 Objective	2
1.2 Applicability	2
1.3 Policy Development Background and Legal Authorities	2
1.3.1 California Safe Drinking Water Act	2
Chapter 2 – Background on Backflow Protection and Cross-Connection Control	6
2.1 What is a Cross-Connection?	6
2.2 Purpose of a Cross-Connection Control Program	7
2.3 Notes on Applicability of the Cross-Connection Control Policy Handbook	7
Chapter 3 – Standards for Backflow Protection and Cross-Connection Control.....	10
Article 1 – Definitions and General Requirements	10
3.1.1 Definitions	10
3.1.2 Applicability	14
3.1.3 Program for Public Water System Cross-Connection Control.....	14
3.1.4 Plan for Public Water System Cross-Connection Control	16
Article 2 – Hazard Assessments and Required Protection	19
3.2.1 Hazard Assessments	19
3.2.2 Backflow Protection Required	20
Article 3 – Backflow Prevention Assemblies	23
3.3.1 Standards for Types of Backflow Protection	23
3.3.2 Installation Criteria for Backflow Protection	23
3.3.3 Field Testing and Repair of Backflow Prevention Assemblies and Air Gap Inspection	24
Article 4 – Backflow Prevention Assembly Testers and Cross-Connection Control Specialists	26
3.4.1 Backflow Prevention Assembly Tester Certification	26
3.4.2 Cross-Connection Control Specialist Certification	30
Article 5 – Recordkeeping, Backflow Incident Response, and Notification	33
3.5.1 Recordkeeping	33
3.5.2 Backflow Incident Response Procedure	33
3.5.3 Backflow Incident Notification.....	34
Appendix.....	36

Appendix

Appendix A: Assembly Bills 1671 (2017, Chapter 533) and 1180 (2019, Chapter 455)

Appendix B: ASME A112.1.2-2012(R2017) Table 1, Minimum Air Gaps for Generally used Plumbing Fixtures, page 4

Appendix C: Backflow Prevention Assembly Diagrams

Appendix D: High Hazard Premises

Appendix E: General Range of Knowledge for Cross-Connection Control Specialists

Appendix F: Example Backflow Incident Reporting Form

Appendix G: Related Statutes and Regulations

Acronyms and Abbreviations

As used in this policy, acronyms and abbreviations reference the following:

Acronym or Abbreviation	Meaning
AB	Assembly Bill
AG	Air Gap separation
BAT	Best Available Technology
BPA	Backflow Prevention Assembly
Bus. & Prof. Code	Business and Professional Code
CA	California
CBSC	California Building Standards Commission
CCCPH	Cross-Connection Control Policy Handbook
CCR	California Code of Regulations
C.F.R.	Code of Federal Regulations
CHSC	California Health and Safety Code
Civ. Code	Civil Code
DC	Double Check valve backflow prevention assembly
DCDA	Double Check Detector backflow prevention Assembly
DCDA-II	Double Check Detector backflow prevention Assembly – type II
Division	Division of Drinking Water
EPA	Environmental Protection Agency
Gov. Code	Government Code
MCL	Maximum Contaminant Level
Pen. Code	Penal Code
PVB	Pressure Vacuum Breaker backsiphonage prevention assembly
PWS	Public Water System
RP	Reduced Pressure principle backflow prevention assembly
RPDA	Reduced Pressure principle Detector backflow prevention Assembly
RPDA-II	Reduced Pressure principle Detector backflow prevention Assembly – type II
RW	Recycled Water
SB	Senate Bill
SDWA	Safe Drinking Water Act
State Water Board	State Water Resources Control Board
SVB	Spill-resistant Pressure Vacuum Breaker backsiphonage prevention assembly
U.S.	United States

Chapter 1 – Policy Overview

1.1 Objective

The primary objective of the Cross-Connection Control Policy Handbook (CCCPH) is the protection of public health through the establishment of standards intended to ensure a public water system's (PWS) drinking water distribution system will not be subject to the backflow of liquids, gases, or other substances. In addition, by providing basic educational information on backflow prevention, the State Water Resources Control Board (State Water Board) intends to build a foundation of awareness within the regulated community regarding the importance of backflow protection and cross-connection control, leading to the implementation of a robust cross-connection control program for PWSs.

1.2 Applicability

The CCCPH and its standards apply to all California PWSs, as defined in California's Health and Safety Code (CHSC, section 116275 (h)). Compliance with this CCCPH is mandatory for all California PWSs.

1.3 Policy Development Background and Legal Authorities

Through the adoption of the CCCPH, the State Water Board is exercising its authority, under California's Safe Drinking Water Act¹ (SDWA), to establish enforceable standards applicable to California's PWSs. Failure to comply with the CCCPH may result in the issuance of compliance, enforcement, or other corrective actions against a PWS.

1.3.1 California Safe Drinking Water Act

On October 6, 2017, Assembly Bill 1671 (AB 1671) was approved and filed with the Secretary of State (see Appendix A). AB 1671 amended California's SDWA through the establishment of CHSC sections 116407 and 116555.5. AB 1671 also amended section 116810 of the CHSC, which is briefly discussed in Appendix G.

On October 2, 2019, Assembly Bill 1180 (AB 1180) was approved and filed with the Secretary of State. AB 1180 amended Section 116407 of the CHSC and added section 13521.2 to the Water Code. AB 1180 requires that the CCCPH include provisions for the use of a swivel or changeover device (swivel-ell).

¹ CHSC, div. 104, pt. 12, ch. 4, section 116270 et seq.

AB 1671 and 1180 established the following:

- The State Water Board must adopt standards for backflow protection and cross-connection control by January 1, 2020.
- The State Water Board may establish standards for backflow protection and cross-connection control through the adoption of the CCCPH, with the CCCPH not being subject to the requirements of the CA Administrative Procedure Act.²
- If standards for backflow protection and cross-connection control are established via the CCCPH, the State Water Board must:
 - Consult with state and local agencies and persons, identified by the State Water Board, as having expertise on the subject of backflow protection and cross-connection control.
 - Hold at least two public hearings before adoption of the CCCPH.
 - Post the CCCPH on the State Water Board website.
- Upon the effective date of the CCCPH, the previous cross-connection control standards³ become inoperative, and are repealed 90 days later, unless the State Water Board determines not to repeal a specific existing regulation.
- A PWS must implement a cross-connection control program that complies with the standards adopted by the State Water Board.
- Use of a swivel-ell must be consistent with any notification and backflow protection provisions contained in the CCCPH.

The development of the CCCPH included consultation with stakeholders, including state and local agencies, on an array of subjects related to cross-connection control, consistent with the statutory mandate, as well as consideration of input from other stakeholders and the general public in a February 20, 2020 workshop.

Prior to adoption of the CCCPH, in accordance with the statutory mandate, the State Water Board held two public hearings - one on April 27, 2021, and the other on December 5, 2022. A Board Workshop was held on October 18, 2023.

Pursuant to sections 116407 and 116555.5 of the CHSC, the State Water Board chose to adopt standards for backflow protection and cross-connection control through the adoption of this CCCPH, which became effective July 1, 2024.

Aside from the mandates of AB 1671 related to the State Water Board's need and authority to develop and adopt an enforceable CCCPH, there are long-standing statutory mandates in California's SDWA concerning backflow protection and cross-connection control, some of which are summarized below.

² Gov. Code, tit. 2, div. 3, pt. 1, ch. 3.5, section 11340 et seq.

³ Cal. Code Regs., tit. 17, div. 1, ch. 5, subch. 1, grp. 4, arts. 1 & 2, section 7583 et seq.

- The State Water Board is required to adopt regulations for the control of cross-connections that it determines to be necessary for ensuring PWSs “distribute a reliable and adequate supply of pure, wholesome, potable, and healthy water.” (CHSC section 116375, subd. (c).)
- Any person who owns a PWS is required to ensure that the distribution system will not be subject to backflow under normal operating conditions. (CHSC section 116555, subd. (a)(2).)

Prior to AB 1671 and the adoption of this CCCPH, California’s regulations pertaining to cross-connection control were set forth in regulations in CCR Title 17,⁴ which were adopted in 1987 with minor revisions in 2000. Although still protective to public health, the CCR Title 17 cross-connection regulations required updating as both the drinking water and cross-connection control industries had evolved. This CCCPH updates those regulations, which as previously noted are no longer operative following the adoption of the CCCPH.

The State Water Board may update its standards for backflow protection and cross-connection control through revisions of the CCCPH. Prior to adopting substantive revisions to the CCCPH, the State Water Board will consult with state and local agencies and persons identified as having expertise on the subject by the State Water Board, and the State Water Board will hold at least one public hearing to consider public comments.

⁴ Cal. Code Regs., tit. 17, div. 1, ch. 5, subch. 1, grp. 4, arts. 1 & 2, section 7583 et seq.

This page intentionally left blank

Chapter 2 – Background on Backflow Protection and Cross-Connection Control

2.1 What is a Cross-Connection?

A cross-connection is an interconnection between a potable water supply and a non-potable source via any actual or potential connection or structural arrangement between a PWS and any source or distribution system containing liquid, gas, or other substances not from an approved water supply. Bypass arrangements, jumper connections, removable sections, improperly installed swivel or change-over devices and other temporary or permanent devices through which, or because of which backflow can occur are considered to be cross-connections.⁵ The CCCPH includes acceptable installation criteria for swivel-ell and other types of backflow prevention assemblies (BPAs) to prevent backflow.

Backflow is the undesired or unintended reversal of flow of water and/or other liquids, gases, or other substances into a PWS's distribution system or approved water supply.

The presence of a cross-connection represents a location in a distribution system through which backflow of contaminants or pollutants can occur. Backflow occurs when a non-potable source is at a greater pressure than the potable water distribution system. Backflow can occur from either backsiphonage or backpressure. Backsiphonage occurs when a non-potable source enters the drinking water supply due to negative (i.e., sub-atmospheric) distribution system pressure. Backpressure occurs when the pressure from a non-potable source exceeds the pressure in the potable water distribution system.

Backsiphonage may be caused by a variety of circumstances, such as main breaks, flushing, pump failure, or emergency firefighting water demand. Backpressure may occur when heating, cooling, waste disposal, or industrial manufacturing systems are connected to potable supplies and the pressure in the external system exceeds the pressure in the distribution system. Both situations act to change the direction of water, which normally flows from the distribution system to the customer, so that non-potable substances from industrial, commercial, or residential premises flows back into the distribution system through a cross-connection.

Cross-connections are not limited to industrial or commercial facilities. Submerged inlets are found on many common plumbing fixtures and are sometimes necessary features of the fixtures if they are to function properly. Examples of this type of design are siphon-jet urinals or water closets, flushing rim slop sinks, and dental cuspidors.

⁵ California Department of Health Services (DHS), Public Water Supply Branch. (1988). *Guidance Manual for cross connection Control Program (Green Manual)*. California Department of Health Services.

Older bathtubs and lavatories may have supply inlets below the flood level rims, but modern sanitary design has minimized or eliminated this cross-connection in new fixtures. Chemical and industrial process vats sometimes have submerged inlets where the water pressure is used as an aid in diffusion, dispersion and agitation of the vat contents. Even though a supply pipe may be installed above a vat, backsiphonage can still occur. Siphon action has been shown to raise a liquid in a pipe such as water almost 34 feet. Some submerged inlets are difficult to control, including those which are not apparent until a significant change in water level occurs or where a supply may be conveniently extended below the liquid surface by means of a hose or auxiliary piping. A submerged inlet may be created in numerous ways, and its detection may be difficult.

Chemical and biological contaminants have caused illness and deaths during known incidents of backflow, with contamination affecting several service connections, and the number of incidents reported is believed to be a small percentage of the total number of backflow incidents that actually occur. The public health risk from cross-connections and backflow is a function of a variety of factors including cross-connection and backflow occurrence and type and amount of contaminants.

2.2 Purpose of a Cross-Connection Control Program

The purpose of a cross-connection control program is to prevent the occurrence of backflow into a PWS's distribution system in order to protect customers from contamination or pollution from any on-site hazards. Properly installed and maintained BPAs, devices or methods provide protection against the threat posed by many conditions typically found on a user's premise.

The use of approved BPAs ensures that the appropriate performance evaluation of the assembly was conducted. It is important and required by the CCCPH to select and properly install an approved BPA that is capable of protecting the distribution system from the hazard identified. The success of a program depends on individuals that are knowledgeable about cross-connection control to identify actual and potential hazards, apply principles of backflow protection and prevention, and implement cross-connection control policies and procedures. A successful program will have ongoing surveillance of a PWS to ensure BPAs, devices or methods are working, and identify new hazards or changes in the distribution system. Certified specialists are needed to properly evaluate the degree of hazard that exists in the distribution system. Hazards typically identified in distribution systems along with the required level of protection are specified in Chapter 3 of the CCCPH.

2.3 Notes on Applicability of the Cross-Connection Control Policy Handbook

The CCCPH provides the basis for regulating the use and management of cross-connection control programs and BPAs in PWSs, and related requirements for supporting programs and policies. Activities or uses outside of the scope of the

authority of the State Water Board to regulate PWSs are not regulated by the CCCPH, including California Plumbing Code requirements and definitions not related to PWSs.

Recycled water cross-connection control installations and programs for the purposes of protecting the recycled water supply are not regulated by the CCCPH, although a PWS that uses recycled water is regulated by the CCCPH to ensure that a PWS's drinking water system has adequate backflow protection from a recycled water system.

Water systems that do not meet the definition of a PWS (e.g. "State Small Water Systems" under CCR Title 22, Article 3) are not regulated by the CCCPH, although they may need to comply with the California Plumbing Code, local health agencies, and other laws or entities.

Transient noncommunity and nontransient noncommunity systems are PWSs and must comply with both the California Plumbing Code and CCCPH. The California Plumbing Code and the CCCPH will overlap in protection of these user premises. To ensure compliance, these noncommunity water systems may need to have internal cross-connection control programs within the user premises.

Noncommunity water systems must have the ability to enforce backflow protection within the premises. Compliance with the California Plumbing Code can be verified by the PWS and used for compliance with the CCCPH. Compliance with the CCCPH is documented through the hazard assessment and maintenance of an inventory of field-testable BPAs and methods. Annual field testing of BPAs is required. Where the minimum backflow protection differs between the California Plumbing Code and the CCCPH, the more protective minimum protection will be required.

This page intentionally left blank

Chapter 3 – Standards for Backflow Protection and Cross-Connection Control

Article 1 – Definitions and General Requirements

3.1.1 Definitions

The following definitions apply to the terms used in the CCCPH:

“Air-gap separation” or **“AG”** means a physical vertical separation of at least two (2) times the effective opening, as defined in section 207.0 of the California Plumbing Code, between the free-flowing discharge end of a potable water supply pipeline and the flood level of an open or non-pressurized receiving vessel, and in no case less than one (1) inch.

“Approved water supply” means a water source that has been approved by the State Water Board for domestic use in a public water system and designated as such in a domestic water supply permit issued pursuant to section 116525 of the CHSC.

“Auxiliary water supply” means a source of water, other than an approved water supply, that is either used or equipped, or can be equipped, to be used as a water supply and is located on the premises of, or available to, a water user.

“Backflow” means an undesired or unintended reversal of flow of water and/or other liquids, gases, or other substances into a public water system’s distribution system or approved water supply.

“Backflow prevention assembly” or **“BPA”** means a mechanical assembly designed and constructed to prevent backflow, such that while in-line it can be maintained and its ability to prevent backflow, as designed, can be field tested, inspected and evaluated.

“Backflow prevention assembly tester” means a person who is certified as a backflow prevention assembly tester.

“Community water system” means a public water system that serves at least 15 service connections used by yearlong residents or regularly serves at least 25 yearlong residents of the area served by the system.

“Contact hour” means not less than 50 minutes of a continuing education course.

“Continuing education course” means a presentation or training that transmits information related to cross-connection control programs and backflow prevention and protection.

“Cross-connection” means any actual or potential connection or structural arrangement between a public water system, including a piping system connected to the public water system and located on the premises of a water user or available to the water user, and any source or distribution system containing liquid, gas, or other substances not from an approved water supply.

“Cross-connection control specialist” means a person who is certified as a cross-connection control specialist.

“Distribution system” has the same meaning as defined in section 63750.50 of CCR, Title 22, Division 4, Chapter 2.

“Double check detector backflow prevention assembly” or **“DCDA”** means a double check valve backflow prevention assembly that includes a bypass with a water meter and double check backflow prevention assembly, with the bypass’s water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. This type of assembly may only be used to isolate low hazard cross-connections. See Diagram 1, Appendix C.

“Double check detector backflow prevention assembly – type II” or **“DCDA-II”** means a double check valve backflow prevention assembly that includes a bypass around the second check, with the bypass having a single check valve and a water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. This type of assembly may only be used to isolate low hazard cross-connections. See Diagram 2, Appendix C.

“Double check valve backflow prevention assembly” or **“DC”** means an assembly consisting of two independently-acting internally-loaded check valves, with tightly closing shut-off valves located at each end of the assembly (upstream and downstream of the two check valves) and fitted with test cocks that enable accurate field testing of the assembly. This type of assembly may only be used to isolate low hazard cross-connections. See Diagram 3, Appendix C.

“Existing public water system” or **“existing PWS”** means a public water system initially permitted on or before July 1, 2024 as a public water system by the State Water Board.

“Hazard Assessment” means an evaluation of a user premises designed to evaluate the types and degrees of hazard at a user’s premises.

“High hazard cross-connection” means a cross-connection that poses a threat to the potability or safety of the public water supply. Materials entering the public water supply through a high hazard cross-connection are contaminants or health hazards. See Appendix D for some examples.

“Low hazard cross-connection” means a cross-connection that has been found to not pose a threat to the potability or safety of the public water supply but may adversely affect the aesthetic quality of the potable water supply. Materials entering the public water supply through a low hazard cross-connection are pollutants or non-health hazards.

“New public water system” or **“new PWS”** means a public water system permitted after July 1, 2024 as a public water system by the State Water Board. A new public water system includes a public water system receiving a new permit because of a change in ownership.

“Noncommunity water system” means a public water system that is not a community water system.

“Nontransient noncommunity water system” means a public water system that is not a community water system and that regularly serves at least 25 of the same persons over six months per year.

“Premises containment” means protection of a public water system’s distribution system from backflow from a user’s premises through the installation of one or more air gaps or BPAs, installed as close as practical to the user’s service connection, in a manner that isolates the water user’s water supply from the public water system’s distribution system.

“Pressure vacuum breaker backsiphonage prevention assembly” or **“PVB”** means an assembly with an independently-acting internally-loaded check valve and an independently-acting loaded air inlet valve located on the discharge side of the check valve; with test cocks and tightly closing shutoff valves located at each end of the assembly that enable accurate field testing of the assembly. This type of assembly may only be used for protection from backsiphonage and is not to be used to protect from backpressure. See Diagram 4, Appendix C.

“Public water system” or **“PWS”** has the same meaning as defined in section 116275(h) of the CHSC.

“Recycled Water” is a wastewater which as a result of treatment is suitable for uses other than potable use.

“Reduced pressure principle backflow prevention assembly” or **“RP”** means an assembly with two independently acting internally-loaded check valves, with a hydraulically operating mechanically independent differential-pressure relief valve located between the check valves and below the upstream check valve. The assembly shall have shut-off valves located upstream and downstream of the two check-valves, and test cocks to enable accurate field testing of the assembly. See Diagram 5, Appendix C.

“Reduced pressure principle detector backflow prevention assembly” or **“RPDA”** means a reduced pressure principle backflow prevention assembly that includes a bypass with a water meter and reduced pressure principle backflow prevention assembly, with the bypass’s water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. See Diagram 6, Appendix C.

“Reduced pressure principle detector backflow prevention assembly – type II” or **“RPDA-II”** means a reduced pressure principle backflow prevention assembly that includes a bypass around the second check, with the bypass having a single check valve and a water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. See Diagram 7, Appendix C.

“Spill-resistant pressure vacuum breaker backsiphonage prevention assembly” or **“SVB”** means an assembly with an independently-acting internally-loaded check valve and an independently-acting loaded air inlet valve located on the discharge side of the check valve; with shutoff valves at each end and a test cock and bleed/vent port, to enable accurate field testing of the assembly. This type of assembly may only be used for protection from backsiphonage and is not to be used to protect from backpressure. See Diagram 8, Appendix C.

“State Water Board”, unless otherwise specified, means the State Water Resources Control Board or the local primacy agency having been delegated the authority to enforce the requirements of the CCCPH by the State Water Resources Control Board.

“Swivel-Ell” means a reduced pressure principle backflow prevention assembly combined with a changeover piping configuration (swivel-ell connection) designed and constructed pursuant to this Chapter. See design and construction criteria, as well as Diagrams 9a and 9b, Appendix C.

“Transient noncommunity water system” means a noncommunity water system that does not regularly serve at least 25 of the same persons over six months per year.

“User premises” means the property under the ownership or control of a water user and is served, or is readily capable of being served, with water via a service connection with a public water system.

“User’s service connection” means either the point where a water user’s piping is connected to a water system or the point in a water system where the approved water supply can be protected from backflow using an air gap or backflow prevention assembly.

“User Supervisor” means a person designated by a water user to oversee a water use site and responsible for the avoidance of cross-connections.

“Water supplier” means a person who owns or operates a public water system.

“Water user” means a person or entity who is authorized by the PWS to receive water.

3.1.2 Applicability

A public water system (PWS) must comply with the requirements of the CCCPH.

3.1.3 Program for Public Water System Cross-Connection Control

(a) A PWS must protect the public water supply through implementation and enforcement of a cross-connection control program. Unless otherwise specified by this Chapter or directed by the State Water Board, a PWS may implement its cross-connection control program, in whole or in part, either directly or by way of contract or agreement with another party. The PWS, however, shall not be responsible for abatement of cross-connections which may exist within a user's premises. The cross-connection control program must include at a minimum the following elements:

(1) **Operating rules or ordinances** – Each PWS must have operating rules, ordinances, by-laws or a resolution to implement the cross-connection program. The PWS must have legal authority to implement corrective actions in the event a water user fails to comply in a timely manner with the PWS's provisions regarding the installation, inspection, field testing, or maintenance of BPAs required pursuant to this Chapter. Such corrective actions must include the PWS's ability to perform at least one of the following:

- (A) deny or discontinue water service to a water user,
- (B) install, inspect, field test, and/or maintain a BPA at a water user's premises, or
- (C) otherwise address in a timely manner a failure to comply with the cross-connection control program.

(2) **Cross-Connection Control Program Coordinator** – The PWS must designate at least one individual involved in the development of and be responsible for the reporting, tracking, and other administration duties of its cross-connection control program. For PWS with 3,000 service connections or more the Cross-Connection Control Program Coordinator must be a cross-connection control specialist.

(3) **Hazard Assessments** – The PWS must survey its service area and conduct hazard assessments per Article 2 of this Chapter that identifies actual or potential cross-connection hazards, degree of hazard, and any backflow protection needed.

(4) **Backflow Prevention** – The PWS must ensure that actual and potential cross-connections are eliminated when possible or controlled by the installation of approved BPAs or AG's consistent with the requirements of the Article 3 of this Chapter.

(5) **Certified Backflow Prevention Assembly Testers and Certified Cross-Connection Control Specialists** – The PWS must ensure all BPA testers and cross-connection control specialists used are certified per Article 4 of this Chapter.

(6) **Backflow Prevention Assembly Testing** – The PWS must develop and implement a procedure for ensuring all BPAs are field tested, inspected, and maintained and AG's are inspected and maintained in accordance with CCCPH section 3.3.3.

(7) **Recordkeeping** – The PWS must develop and implement a recordkeeping system in accordance with CCCPH section 3.5.1.

(8) **Backflow Incident Response, Reporting and Notification** – The PWS must develop and implement procedures for investigating and responding to suspected or actual backflow incidents in accordance with Article 5 of this chapter.

(9) **Public Outreach and Education** – The PWS must implement a cross-connection control public outreach and education program element that includes educating staff, customers, and the community about backflow protection and cross-connection control. The PWS may implement this requirement through a variety of methods which may include providing information on cross-connection control and backflow protection in periodic water bill inserts, pamphlet distribution, new customer documentation, email, and consumer confidence reports.

(10) **Local Entity Coordination** – The PWS must coordinate with applicable local entities that are involved in either cross-connection control or public health protection to ensure hazard assessments can be performed, appropriate backflow protection is provided, and provide assistance in the investigation of backflow incidents. Local entities may include but are not limited to plumbing, permitting, or health officials, law enforcement, fire departments, maintenance, and public and private entities.

(b) The cross-connection control program must be developed in consultation with a cross-connection control specialist if:

(1) The PWS has 1,000 or more service connections, or

(2) required by the State Water Board.

(c) A PWS must have at least one cross-connection control specialist as a permanent or contracted employee of the PWS, and that specialist, or their designee, must be able to be contacted within one hour, if:

(1) The PWS has 3,000 or more service connections, or

(2) the PWS has less than 3,000 service connections and is directed by the State Water Board based on hazard assessments conducted pursuant to CCCPH section 3.2.1. or the PWS's history of backflow incidents.

3.1.4 Plan for Public Water System Cross-Connection Control

(a) After adoption of the CCCPH, each PWS must submit a written Cross-Connection Control Plan for State Water Board review in accordance with the following schedule:

- (1) An Existing PWS must submit the Cross-Connection Control Plan no later than 12 months after the effective date of the CCCPH.
- (2) A new PWS must submit the Cross-Connection Control Plan for review and approval prior to issuance of a domestic water supply permit.
- (3) A PWS may submit a written request to the State Water Board for an extension of the deadline for submittal of its initial Cross-Connection Control Plan. The PWS's application must include a written description of the need for an extension. Approval of an extension will be at the sole discretion of the State Water Board.

(b) The Cross-Connection Control Plan for a community water system must include, at a minimum, the following cross-connection control program procedures and documentation:

- (1) a description of how the community water system will achieve and maintain compliance with each requirement in this Chapter;
- (2) a description of the process, personnel, and timeframes for completing initial and ongoing hazard assessments pursuant to CCCPH section 3.2.1;
- (3) a description of the legal authority pursuant to CCCPH section 3.1.3 to implement corrective actions in the event a water user fails to comply in a timely manner with the provisions of the PWS's cross-connection control program;
- (4) a description of the process and timeframes for ensuring each BPA is inspected and field tested, and AG is inspected, at a frequency no less than required by this Chapter;
- (5) a description of the process and timeframe for ensuring each non-testable backflow preventer that is under the PWS ownership or administration is installed and maintained according to the California Plumbing Code;
- (6) a description of the process for ensuring individuals field testing and inspecting BPAs are no less qualified than required by this Chapter, including but not limited to confirmation of the individual's:
 - (A) certification as a backflow prevention assembly tester,
 - (B) field test kit or gage equipment accuracy verification, and
 - (C) BPA field test result reports;
- (7) a description of the procedures and timeframes of activities for responding to backflow incidents, including notification of customers, and reporting of backflow incidents pursuant to CCCPH section 3.5.2;
- (8) contact information for cross-connection control personnel including any cross-connection control program coordinator and specialist;
- (9) a description of the tracking system that maintains current and relevant information, including:

- (A) recordkeeping information required pursuant to CCCPH section 3.5.1,
- (B) location and type of each BPA, and
- (C) highest threat potential hazard from which a given BPA is protecting the public water system distribution system;

(10) for user supervisors, if used, the required information pursuant to CCCPH section 3.2.2 (f);

(11) the corrective actions, including timeframes for the corrective actions, that a community water system will implement when:

- (A) a cross-connection exists and the BPA installed is not commensurate with the user premises' hazard or no BPA has been installed, or
- (B) a BPA needs to be replaced or maintained;

(12) a description of the public outreach and education program to comply with CCCPH section 3.1.3(a)(9); and

(13) the procedures for coordination with local entities

(c) The Cross-Connection Control Plan for a noncommunity water system must include, at a minimum, the following cross-connection control program procedures and documentation:

(1) a description of how the noncommunity water system will achieve and maintain compliance with each requirement in this Chapter that is applicable to the noncommunity water system;

(2) a description of the process, personnel, and timeframes for completing initial and ongoing hazard assessments pursuant to CCCPH section 3.2.1;

(3) a description of the legal authority pursuant to CCCPH section 3.1.3 to implement corrective actions in the event a water user fails to comply in a timely manner with the provisions of the PWS's cross-connection control program;

(4) a description of the process and timeframes for ensuring each BPA is inspected and field tested and AG is inspected, at a frequency no less than required by this Chapter;

(5) a description of the process and timeframe for ensuring each non-testable backflow preventer for internal protection that is under the PWS ownership or administration is installed and maintained according to the California Plumbing Code;

(6) a description of the process for ensuring individuals field testing and inspecting BPAs are no less qualified than required by this Chapter, including but not limited to confirmation of the individual's:

- (A) certification as a backflow prevention assembly tester,
- (B) field test kit or gage equipment accuracy verification, and
- (C) BPA field test result reports;

(7) a description of the procedures and timeframes of activities for responding to backflow incidents, including notification of customers, and reporting of backflow incidents pursuant to CCCPH section 3.5.2;

(8) contact information for cross-connection control personnel including the cross-connection control program coordinator;

(9) maintaining a tracking system with current and relevant information, including:

(A) recordkeeping information required pursuant to CCCPH section 3.5.1,

(B) location and type of each BPA,

(C) location and type of each non-testable backflow preventer used for internal protection in accordance with the California Plumbing Code, if applicable, and

(D) potential hazard from which a BPA is protecting the public water system distribution system;

(10) for user supervisors, if used, the required information pursuant to CCCPH section 3.2.2(f);

(11) the corrective actions, including timeframes for the corrective actions, that a noncommunity water system will implement when:

(A) a cross-connection exists and the BPA installed is not commensurate with the user premises' hazard or no BPA has been installed, or

(B) a BPA or non-testable backflow preventer needs to be replaced or maintained;

(12) a description of the public outreach and education program to comply with CCCPH section 3.1.3(a)(9); and,

(13) the procedures for coordination with local entities (e.g., local health departments with internal cross-connection control programs, building officials, plumbing officials, etc.).

(d) A PWS must ensure its Cross-Connection Control Plan is, at all times, representative of the current operation of its Cross-Connection Control program. The PWS must make its Cross-Connection Control Plan available to the State Water Board for review upon request. If a PWS makes a substantive revision to its Cross-Connection Control Plan, the PWS must submit the revised Cross-Connection Control Plan to the State Water Board for review.

Article 2 – Hazard Assessments and Required Protection

3.2.1 Hazard Assessments

(a) To evaluate the potential for backflow into the PWS, each community water system must conduct an initial hazard assessment of the user premises within its service area and each noncommunity water system must conduct an initial hazard assessment of its water distribution system. The hazard assessment must consider:

- (1) The existence of cross-connections;
- (2) the type and use of materials handled and present, or likely to be, on the user premises;
- (3) the degree of piping system complexity and accessibility;
- (4) access to auxiliary water supplies, pumping systems, or pressure systems;
- (5) distribution system conditions that increase the likelihood of a backflow event (e.g., hydraulic gradient differences impacted by main breaks and high water-demand situations, multiple service connections that may result in flow-through conditions, etc.);
- (6) user premises accessibility;
- (7) any previous backflow incidents on the user premises; and
- (8) the requirements and information provided in the CCCPH.

(b) Each hazard assessment must identify the degree of hazard to the PWS's distribution system as either a high hazard cross-connection, a low hazard cross-connection, or having no hazard. Examples of some high hazard cross-connection activities may be found in Appendix D.

(c) The hazard assessment must determine whether an existing BPA, if any, provides adequate protection based on the degree of hazard.

(d) Hazard assessments completed prior to the adoption of the CCCPH may be considered as an initial hazard assessment provided that such hazard assessments and associated backflow protection provide protection consistent with the CCCPH and the PWS describes their review of these assessments in the Cross-Connection Control Plan required in CCCPH section 3.1.4.

(e) Subsequent to the initial hazard assessment described in subsection (a), a community water system must perform a hazard assessment under the following criteria:

- (1) if a user premises changes account holder, excluding single-family residences;
- (2) if a user premises is newly or re-connected to the PWS;
- (3) if evidence exists of changes in the activities or materials on a user's premises;
- (4) if backflow from a user's premises occurs;
- (5) periodically, as identified in the PWS's Cross-Connection Control Plan required pursuant to CCCPH section 3.1.4.;

- (6) if the State Water Board requests a hazard assessment of a user's premises;
or
- (7) if the PWS concludes an existing hazard assessment may no longer accurately represent the degree of hazard.

(f) Noncommunity water systems must conduct an initial or follow-up hazard assessment within three years of the effective date of the CCCPH.

(g) Noncommunity water system must conduct a follow-up hazard assessment of its water distribution system if any changes are made that could result in a cross-connection or any backflow incidents occur.

(h) A cross-connection control specialist must review or conduct each initial and follow-up hazard assessment pursuant to this section and make a written finding that, in the specialist's judgment based on cross-connection control principles, the PWS's hazard assessment properly identified all hazards at the time of the assessment, the appropriate degree of hazards, and the corresponding backflow protection.

3.2.2 Backflow Protection Required

(a) A PWS must ensure its distribution system is protected from backflow from identified hazards through the proper installation, continued operation, and field testing of an approved BPA (see Article 3 for installation and approved BPA criteria). When a DC is required or referenced in the CCCPH, a DCDA or DCDA-II type of assembly may be substituted if appropriate. When an RP is required or referenced in the CCCPH, an RPDA or RPDA-II type of assembly may be substituted if appropriate.

(b) The BPA installed must be no less protective than that which is commensurate with the degree of hazard at a user premises, as specified in this Chapter and as determined based on the results of the hazard assessment conducted pursuant to CCCPH section 3.2.1.

(c) Unless specified otherwise in this Chapter, a PWS must, at all times, protect its distribution system from high hazard cross-connections (see Appendix D for examples), through premises containment, through the use of AG(s) or RP(s).

(1) Following State Water Board review and approval, a PWS may implement an alternate method of premises containment in lieu of a required AG provided that the proposed alternative would not increase the level of risk to protection of public health.

(2) Following State Water Board review and approval, a PWS may accept internal protection in lieu of containment when premises containment is not feasible.

(d) Except as otherwise allowed or prohibited in statute or in CCR Title 22, Division 4, Chapter 3, a swivel-ell may be used instead of an AG for premises containment protection when temporarily substituting tertiary recycled water use areas with potable water from a PWS if all the following criteria are met:

- (1) the swivel-ell is approved by the State Water Board;
- (2) the PWS has a cross-connection control program, required pursuant to CCCPH section 3.1.3, and the use and operation of the swivel-ell is described in the Cross-Connection Control Plan required pursuant to CCCPH section 3.1.4;
- (3) the design and construction-related requirements of the swivel-ell adheres to the criteria in Appendix C;
- (4) at least every 12 months, inspections are performed and documented to confirm ongoing compliance with the design and construction-related requirements in Appendix C;
- (5) the RP used in conjunction with the swivel-ell is field tested and found to be functioning properly:

- (A) immediately upon each switchover to potable water use, a visual inspection of the RP must be completed
- (B) within 72 hours of each switchover to potable water use, a field test must be completed, and
- (C) at least every 12 weeks the use site is supplied with potable water; and

(6) there is a legally binding agreement between the PWS and the entity supplying the recycled water, signed by those with relevant legal authority, that includes the following requirements:

- (A) The State Water Board will be notified within 24 hours of all switchovers to or from potable water, will be given an estimate of the timeframe until the next switchover, and will be provided the results of the field testing required in paragraph (5);
- (B) a trained representative of the PWS be present to supervise each switchover; and
- (C) within seven days of each switchover, if requested by the State Water Board, the PWS will submit a written report describing compliance with this subsection, as well as potable and recycled water usage information.

(e) Except as noted below, a PWS must ensure its distribution system is protected with no less than DC protection for a user premises with a fire protection system within ten years of the effective date of the CCCPH.

- (1) A high hazard cross-connection fire protection system, including but not limited to fire protection systems that may utilize chemical addition (e.g., wetting agents, foam, anti-freeze, corrosion inhibitor, etc.) or an auxiliary water supply, must have no less than RP protection.

(2) For existing fire protection systems that do not meet Section 3.2.2 (e)(3) or cannot install DC protection within ten years of the effective date of the CCCPH, a PWS may propose in the cross-connection control plan submitted for CCCPH Section 3.1.4:

- (A) an alternative date; or
- (B) an alternative method of backflow protection that provides at least the same level of protection to public health.

(3) A BPA is not necessary for a low hazard fire protection system on a residential user premises if the following criteria are satisfied:

- (A) the user premises has only one service connection to the PWS;
- (B) a single service line onto the user premises exists that subsequently splits on the property for domestic flow and fire protection system flow, such that the fire protection system may be isolated from the rest of the user premises;
- (C) a single, water industry standard, water meter is provided to measure combined domestic flow and fire protection system flow;
- (D) the fire protection system is constructed of piping materials certified as meeting NSF/ANSI Standard 61; and
- (E) the fire protection system's piping is looped within the structure and is connected to one or more routinely used fixtures (such as a water closet) to prevent stagnant water.

(f) The State Water Board and PWS may, at their discretion, require a water user to designate a user supervisor when the user premises has a multi-piping system that conveys various types of fluids and where changes in the piping system are frequently made. If a user supervisor is designated the following is required:

- (1) The user supervisor is responsible for the avoidance of cross-connections during the installation, operation and maintenance of the water user's pipelines and equipment. The user supervisor must be trained on the fluids used and backflow protection for the premise, and must inform the PWS of changes in piping, and maintain current contact information on file with the PWS; and
- (2) The PWS must include in the Cross-Connection Control Plan required in CCCPH section 3.1.4 the training and qualification requirements for user supervisors, identify the entity that will provide the user supervisor training, and frequency of any necessary recurring training. The training must adequately address the types of hazards and concerns typically found.

(g) Facilities producing, treating, storing, or distributing drinking water that are an approved water supply or water recycling plants as defined by CCR Title 22, Section 60301.710 must have proper internal protection from cross-connections to ensure that all drinking water produced and delivered to customers and workers at those facilities is free from unprotected cross-connections.

Article 3 – Backflow Prevention Assemblies

3.3.1 Standards for Types of Backflow Protection

(a) The PWS must ensure that each AG used for its Cross-Connection Control Program meets the requirements in Table 1, Minimum Air Gaps for Generally used Plumbing Fixtures, page 4 of the American Society of Mechanical Engineers (ASME) A112.1.2-2012(R2017) (See Appendix B).

(b) The PWS must ensure that each replaced or newly installed PVB, SVB, DC, and RP for protection of the PWS is approved through both laboratory and field evaluation tests performed in accordance with at least one of the following:

- (1) Standards found in Chapter 10 of the *Manual of Cross-Connection Control, Tenth Edition*, published by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research; or
- (2) certification requirements for BPAs in the Standards of ASSE International current as of 2022 that include ASSE 1015-2021 for the DC, ASSE 1048-2021 for the DCDA & DCDA-II, ASSE 1013-2021 for the RP, and ASSE 1047-2021 for the RPDA & RPDA-II and must have the 1YT mark.

(c) BPAs must not be modified following approval granted under section 3.3.1 (b). PWS must require BPA testers to notify the PWS if a water user or PWS-owned BPA has been modified from the CCCPH section 3.3.1 (b) approval.

3.3.2 Installation Criteria for Backflow Protection

(a) For AGs, the following is required:

- (1) The receiving water container must be located on the water user's premises at the water user's service connection unless an alternate location has been approved by the PWS;
- (2) all piping between the water user's service connection and the discharge location of the receiving water container must be above finished grade and be accessible for visual inspection unless an alternative piping configuration is approved by the PWS;
- (3) the PWS must ensure that the AG specified in CCCPH section 3.3.1 (a) has been installed; and
- (4) any new air gap installation at a user's service connection must be reviewed and approved by the State Water Board prior to installation.

(b) RPs must be installed such that the lowest point of an assembly is a minimum of twelve inches above grade, and, unless an alternative is approved by the PWS, a maximum of thirty-six inches above the finished grade.

(c) DCs installed or replaced after the adoption of the CCCPH must be installed according to CCCPH section 3.3.2 (b). Below ground installation can be considered if approved by the PWS where it determines no alternative options are available.

(d) A PVB or SVB must be installed a minimum of twelve inches above all downstream piping and outlets.

(e) SVBs may not be used for premises containment. PVBs may only be used for roadway right of way irrigation systems as premises containment where there is no potential for backpressure.

(f) A RP or DC installed after the adoption of the CCCPH must have a minimum side clearance of twelve inches, except that a minimum side clearance of twenty-four inches must be provided on the side of the assembly that contains the test cocks. The PWS may approve alternate clearances providing that there is adequate clearance for field testing and maintenance.

(g) Backflow protection must be located as close as practical to the water user's service connection unless one or more alternative locations have been approved by the PWS. If internal protection is provided in lieu of premises containment, the PWS must obtain access to the user premises and must ensure that the on-site protection meets the requirements of this Chapter for installation, field testing, and inspections.

(h) Each BPA and air gap separation must be accessible for field testing, inspection, and maintenance.

3.3.3 Field Testing and Repair of Backflow Prevention Assemblies and Air Gap Inspection

(a) PWS must ensure that all BPAs installed for its Cross-Connection Control Program are field tested following installation, repair, depressurization for winterizing, or permanent relocation. All required field testing must be performed by certified backflow prevention assembly testers.

(b) BPAs must be field tested at least annually. The CCCPH does not preclude a PWS, the State Water Board, or a local health agency from requiring more frequent field testing for premises with high hazard cross-connection or BPA at increased risk of testing failure.

(c) Air-gap separations must be visually inspected at least annually to determine compliance with this Chapter by persons certified as backflow prevention assembly testers or certified as a cross-connection control specialist pursuant to this Chapter.

(d) PWS must receive passing field tests before providing continuous service to a water user with a newly installed BPA.

(e) PWS must ensure that BPAs that fail the field test are repaired or replaced within 30 days of notification of the failure. Extensions may be allowed by the PWS if included as part of the Cross-Connection Control Plan.

(f) PWS must require backflow prevention assembly testers to notify the PWS as soon as possible within 24 hours if a backflow incident or an unprotected cross-connection is observed at the BPA or prior to the user premises during field testing. PWS must immediately conduct an investigation and discontinue service to the user premises if a backflow incident is confirmed, and water service must not be restored to that user premises until the PWS receives a confirmation of a passing BPA field test from a backflow prevention assembly tester and the assembly is protecting the PWS.

Article 4 – Backflow Prevention Assembly Testers and Cross-Connection Control Specialists

3.4.1 Backflow Prevention Assembly Tester Certification

(a) A PWS must ensure that each BPA required by this Chapter to protect the public water system is field tested by a person with valid certification from a certifying organization recognized by the State Water Board pursuant to this Article.

(b) A State Water Board-recognized organization certifying backflow prevention assembly testers is one that has a certification process that, at a minimum, includes the following:

(1) A timed and proctored written⁶ exam, using a closed-book, objective grading format, consisting of no less than 100 questions for initial certification and no less than 50 questions for recertification. A passing score must be achieved by an examinee as a requirement for certification.

(A) Written exam proctors must:

1. not provide an examinee any assistance in answering exam questions, verbal or otherwise; and
2. be impartial.

(B) Passing scores for the written exams are to be determined prior to exam sessions, such that passing a written exam demonstrates sufficient knowledge of subjects associated with the proper field testing of BPAs, including but not limited to:

1. the hydraulics and theory of backflow;
2. California's laws, regulations, and requirements related to cross-connection control;
3. types of BPA field test equipment and the need to verify accuracy, at least annually and when otherwise necessary, to ensure accuracy of field test results;
4. field test procedures for an RP, RPDA, RPDA-II, DC, DCDA, DCDA-II, PVB, and SVB using the procedures provided in the *Manual of Cross-Connection Control, Tenth Edition*, published by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research or equivalent;
5. identification of improperly functioning BPAs (i.e., diagnostics or troubleshooting); and
6. recordkeeping and safety.

⁶ The requirement for a written exam does not preclude using computerized exams.

(2) A performance (i.e., hands-on) exam, using a closed-book, objective grading process and the field test procedures in paragraph (1)(B)(4), designed such that passing the performance exam demonstrates proficiency in accurately determining the operating condition of an RP, DC, PVB, and SVB, when properly or improperly functioning, including but not limited to BPAs with leaks in shutoff valves, and failures in check valves, air inlet valves, or relief valves. A passing score must be achieved by an examinee as a requisite for certification. The performance exam process must include the following:

(A) Performance exam proctors must:

1. be certified as a backflow prevention assembly tester pursuant to this Article;
2. evaluate no more than one examinee at a time;
3. not provide an examinee any assistance in answering exam questions, verbal or otherwise;
4. provide no indication an examinee has erred until completion of a BPA field test, at which time only the fact the examinee has erred may be indicated (i.e., not the nature of the error);
5. be impartial and not affiliated with the certifying organization's preparation of, or preparatory course for (if applicable), the performance exam; and
6. not evaluate an examinee who was trained by the proctor during the six-month period prior to the exam or other conflict of interest.

(B) An examinee is considered to have failed a performance exam if the examinee:

1. makes a field test procedure or recording error that could impact an accurate determination of the operating condition of a BPA,
2. completes the BPA performance exam form with an error,
3. is informed of making an error (see subparagraph (A)(4)) and begins the procedure a second time, and
4. errs a second time and completes the BPA performance exam form accordingly.

(3) recertification requirements of no less frequently than every three years which includes both a written and performance exam;

(4) provisions for revocation of a backflow prevention assembly tester's certification, including but not limited to, revocation for falsifying field test results or field test reports;

(5) a website providing public access to the most recent list of backflow prevention assembly testers:

- (A) who hold a valid certification from the certifying organization. At a minimum, the list is to include each backflow prevention assembly tester's last name, first name, certification number, and the date on which each backflow prevention assembly tester's certification expires; and
- (B) whose certification was revoked, pursuant to paragraph (4), in the three years preceding the date of the list. At a minimum, the list is to include each backflow prevention assembly tester's last name, first name, revoked certification number, the date on which each backflow prevention assembly tester's certification was revoked, and the reason for revocation.

(6) as a prerequisite to sections 3.4.1(b)(1) and (b)(2), completion of an instructional training course accepted by the certifying organization⁷ that covers the subjects in subsection (1)(B) and is no less than 30 hours in length over no fewer than four days for:

- (A) a backflow prevention assembly tester's initial certification;
- (B) a backflow prevention assembly tester's recertification as a result of revocation; or

(7) In lieu of compliance with section 3.4.1(b)(6) a certifying organization may accept two years prior experience in backflow prevention assembly testing.

(c) To be recognized by the State Water Board as a certifying organization for backflow prevention assembly testers, a certifying organization shall:

(1) submit an application with the following information to the State Water Board for review:

- (A) written documentation of a certification program that includes a process that is no less stringent than the criteria in subsection (b);
- (B) evidence that the organization's certification program and exam process has been reviewed, with concerns adequately addressed, by a credentialed psychometrician proficient in the design of objective exams, experienced in the assessment of certification or licensing organizations, and familiar with the application of the requirements of *ISO⁸/IEC⁹ 17024: Conformity Assessment- General Requirements for Bodies Operating Certification of Persons*; and

⁷ But not limited only to training provided by the certifying organization or its affiliates.

⁸ International Organization for Standardization

⁹ International Electrotechnical Commission

(C) a written statement, signed by the certifying organization's representative(s) having the authority and legal responsibility for operation of the certifying organization, attesting that the certifying organization will implement its certification program in a manner meeting or exceeding the criteria in subsection (b) and consistent with the application submitted to the State Water Board.

(2) adequately address each State Water Board comment and/or question concerning the application, and

(3) receive written acknowledgment from the State Water Board that the application is complete.

(d) A certifying organization, accredited either by the American National Standards Institute (ANSI) National Accreditation Board (ANAB) or an organization with which ANAB has entered into a mutual recognition arrangement (MRA) for accreditation to ISO/IEC 17024, in accordance with ISO/IEC 17024, which complies with subsection (b), will be considered to be a State Water Board-recognized certifying organization.

Beginning three years after the effective date of the CCCPH, only those testers with a valid certification from a certifying organization that is accredited by either ANAB or an organization that has entered into an MRA with ANAB shall satisfy subsection (a) and certifications obtained by organizations in accordance with subsection (c) will be invalid.

(e) This Article does not preclude a local health agency from maintaining a backflow prevention assembly tester certification program for the field testing of BPAs within the local health agency's jurisdiction. Accepting a tester certified by a local health agency does not relieve a PWS from meeting the requirements of this Article.

(f) This Article does not preclude a PWS from disallowing the use of an individual tester certified pursuant to this Article if the PWS has reason to believe a certified tester may not be proficient in accurately determining the operating condition of BPA, or for any other reason (e.g., fraud, deceit, negligence, misconduct, etc.). A PWS must report any evidence of a tester falsifying reports to that tester's certifying organization.

(g) This Article is effective July 1, 2026.

3.4.2 Cross-Connection Control Specialist Certification

(a) A PWS must ensure that cross-connection control specialists, used pursuant to the CCCPH, have valid certification from a certifying organization recognized by the State Water Board pursuant to this Article.

(b) A State Water Board-recognized organization certifying cross-connection control specialists is one that has a certification process that, at a minimum, includes the following:

(1) A timed and proctored, written¹⁰ exam, using a closed-book, objective grading format, consisting of no less than 100 questions for certification. A passing score must be achieved by an examinee as a requirement for certification.

(A) Written exam proctors must:

1. not provide an examinee any assistance in answering exam questions, verbal or otherwise; and
2. be impartial.

(B) Passing scores for the exams are to be determined prior to exam sessions, such that passing an exam demonstrates sufficient and comprehensive range of knowledge of the subjects provided in Appendix E, as they may relate to cross-connection control and the causes, effects, and prevention of backflow.

(2) recertification requirements of no less frequently than every three years. Recertification may be done through at least one of the following:

- (A) an exam as required by section 3.4.2 (b)(1),
- (B) through 12 contact hours from continuing education courses covering material in Appendix E or,
- (C) a combination of exam and continuing education contact hours equivalent to (A) or (B);

(3) provisions for revocation of a specialist's certification, including but not limited to, falsifying information or providing negligent recommendations inconsistent with industry-standard cross-connection control guidelines;

(4) a website providing public access to the most recent list of cross-connection control specialists:

- (A) who hold a valid certification from the certifying organization. At a minimum, the list is to include each specialist's last name, first name, certification number, and the date on which each specialist's certification expires; or

¹⁰ The requirement for a written exam does not preclude using computerized exams.

(B) whose certification was revoked, pursuant paragraph (3), in the three years preceding the date of the list. At a minimum, the list is to include each specialist's last name, first name, revoked certification number, the date on which each specialist's certification was revoked, and the reason for revocation.

(5) initial certification requirements:

(A) a valid backflow prevention assembly tester certification from a certification organization recognized by the State Water Board pursuant to section 3.4.1; and

(B) completion of an instructional training course (acceptable to the certifying organization¹¹) that covers the subjects in Appendix E and is no less than 30 hours in length over no fewer than five days (inclusive of an exam, if provided). This paragraph does not preclude a certification organization from providing the instructional training course to the public, including certified specialists.

(C) As an alternative to (A) the certifying organization may accept additional instruction in the subject areas of testing, maintaining and repairing BPAs equivalent in length and scope to the requirements in 3.4.1(b)(6).

(D) As an alternative to (A) the certifying organization may accept a minimum of five (5) years documented experience performing cross-connection control specialist duties, as outlined in Appendix E.

(c) To be recognized by the State Water Board as a certifying organization for cross-connection control specialists, a certifying organization shall:

(1) submit an application with the following information to the State Water Board for review:

(A) Written documentation of a certification program that includes a process that is no less stringent than the criteria in subsection (b);

(B) evidence that the organization's certification program and exam process has been reviewed, with concerns adequately addressed, by a credentialed psychometrician proficient in the design of objective exams, experienced in the assessment of certification or licensing organizations, and familiar with the application of the requirements of *ISO¹²/IEC¹³ 17024: Conformity Assessment- General Requirements for Bodies Operating Certification of Persons*; and

¹¹ But not limited only to training provided by the certifying organization or its affiliates.

¹² International Organization for Standardization

¹³ International Electrotechnical Commission

(C) a written statement, signed by the certifying organization's representative(s) having the authority and legal responsibility for operation of the certifying organization, attesting that the certifying organization will implement its certification program in a manner meeting or exceeding the criteria in subsection (b) and consistent with the application submitted to the State Water Board.

(2) adequately address each State Water Board comment and question concerning the application, and

(3) receive a written acknowledgment from the State Water Board that the application is complete:

(d) A certifying organization, accredited either by the American National Standards Institute (ANSI) National Accreditation Board (ANAB) or an organization with which ANAB has entered into a mutual recognition arrangement (MRA) for accreditation to ISO/IEC 17024, in accordance with ISO/IEC 17024, which complies with subsection (b), will be considered to be a State Water Board-recognized certifying organization. Beginning three years after the effective date of the CCCPH, only those specialists with a valid certification from a certifying organization that is accredited by either ANAB or an organization that has entered into an MRA with ANAB shall satisfy subsection (a) and certifications obtained by organizations in accordance with subsection (c) will be invalid.

(e) This Article does not preclude a local health agency from maintaining a cross-connection control specialist certification program for specialists within the local health agency's jurisdiction. Using a specialist certified by a local health agency does not relieve a PWS from meeting the requirements of this Article.

(f) This Article does not preclude a PWS from disallowing the use of an individual cross-connection control specialist certified pursuant to this Article if the PWS has reason to believe a certified specialist may not be proficient in their knowledge of cross-connection control and the causes, effects, and prevention of backflow, or for any other reason (e.g., fraud, deceit, negligence, misconduct, etc.). A PWS must report any evidence of a specialist falsifying reports to that specialist's certifying organization.

(g) This Article is effective July 1, 2026.

Article 5 – Recordkeeping, Backflow Incident Response, and Notification

3.5.1 Recordkeeping

(a) Each PWS must maintain the following records:

- (1) The two most recent hazard assessments for each user premise, conducted pursuant to CCCPH section 3.2.1 (Hazard Assessment);
- (2) for each BPA, the associated hazard or application, location, owner, type, manufacturer and model, size, installation date, and serial number;
- (3) for each AG installation, the associated hazard or application and the location, owner, and as-built plans of the AG;
- (4) results of all BPA field testing, AG inspection, and swivel-ell inspections and field tests for the previous three calendar years, including the name, test date, repair date, and certification number of the backflow prevention assembly tester for each BPA field test and AG and swivel-ell;
- (5) repairs made to, or replacement or relocation of, BPAs for the previous three calendar years;
- (6) the most current cross-connection tests (e.g. shutdown test, dye test);
- (7) if a user supervisor is designated for a user premise, the current contact information for the user supervisor and water user, and any applicable training and qualifications as described by CCCPH section 3.2.2(f);
- (8) descriptions and follow-up actions related to all backflow incidents;
- (9) if any portion of the cross-connection control program is carried out under contract or agreement, a copy of the current contract or agreement;
- (10) the current Cross-Connection Control Plan as required in CCCPH section 3.1.4.; and
- (11) any public outreach or education materials issued as required in CCCPH section 3.1.3.(a)(9) for the previous three calendar years.

(b) All information in subsection (a) must be available to the State Water Board upon request.

3.5.2 Backflow Incident Response Procedure

Each PWS must include backflow incident response procedures in the Cross-Connection Control Plan required in CCCPH section 3.1.4. The PWS must describe its procedures for investigating and responding to suspected backflow incidents including, but not limited to, the following:

- (a) Consideration of complaints or reports of changes in water quality as possible incidents of backflow;
- (b) Water quality sampling and pressure recording; and
- (c) Documentation of the investigation, and any response and follow-up activities.

3.5.3 Backflow Incident Notification

(a) Each PWS must notify the State Water Board and local health agencies of any known or suspected incident of backflow within 24 hours of the determination. If required by the State Water Board, a PWS must issue a Tier 1 public notification pursuant to CCR, Title 22, Section 64463.1.

(b) If required by the State Water Board, the PWS must submit, by a date specified by the State Water Board, a written incident report describing the details and affected area of the backflow incident, the actions taken by the PWS in response to the backflow incident, and the follow up actions to prevent future backflow incidents. The written report must contain, at a minimum, the information requested in Appendix F.

This page intentionally left blank

Appendix

Appendix A: Assembly Bill 1671 (2017, Chapter 533) and Assembly Bill 1180 (2019, Chapter 455).

Appendix B: ASME A112.1.2-2012(R2017) Table 1, Minimum Air Gaps for Generally used Plumbing Fixtures, page 4

Appendix C: Backflow Prevention Assembly Diagrams

Appendix D: High Hazard Premises

Appendix E: General Range of Knowledge for Cross-Connection Control Specialists

Appendix F: Example Backflow Incident Reporting Form

Appendix G: Related Statutes and Regulations

This page intentionally left blank

Appendix A

Assembly Bill 1671 (2017, Chapter 533)
Assembly Bill 1180 (2019, Chapter 455)

This page intentionally left blank

PLACEHOLDER – ADD PDFs HERE OF AB 1671 (3 PAGES) AND AB 1180 (3 PAGES) AND DELETE THIS PAGE. NEXT PAGE INTENTIONALLY BLANK.

This page intentionally left blank

Appendix B

ASME A112.1.2-2012(R2017) Table 1,
Minimum Air Gaps for Generally used Plumbing
Fixtures, page 4

This page intentionally left blank

Appendix B
ASME A112.1.2-2012(R2017) Table 1, Minimum Air Gaps for Generally used Plumbing
Fixtures,¹ page 4

TABLE 1
Minimum Air Gaps for Generally used Plumbing Fixtures⁴

FIXTURES	WHERE NOT AFFECTED BY SIDEWALLS ¹ (inches)	WHERE AFFECTED BY SIDEWALLS ² (inches)
Effective opening ³ not greater than ½ of an inch in diameter	1	1½
Effective openings ³ not greater than ¾ of an inch in diameter	1½	2¼
Effective openings ³ not greater than 1 inch in diameter	2	3
Effective openings ³ greater than 1 inch in diameter	Two times the diameter of effective opening	Three times the diameter of effective opening

For SI units: 1 inch = 25.4 mm

Notes:

¹ Sidewalls, ribs, or similar obstructions do not affect air gaps where spaced from the inside edge of the spout opening at a distance exceeding three times the diameter of the effective opening for a single wall, or at a distance exceeding four times the effective opening for two intersecting walls.

² Vertical walls, ribs, or similar obstructions extending from the water surface to or above the horizontal plane of the spout opening other than specified in Footnote 1 above. The effect of three or more such vertical walls or ribs has not been determined. In such cases, the air gap shall be measured from the top of the wall.

³ The effective opening shall be the minimum cross-sectional area at the seat of the control valve or the supply pipe or tubing that feeds the device or outlet. Where two or more lines supply one outlet, the effective opening shall be the sum of the cross-sectional areas of the individual supply lines or the area of the single outlet, whichever is smaller.

⁴ Air gaps less than 1 inch (25.4 mm) shall be approved as a permanent part of a listed assembly that has been tested under actual backflow conditions with vacuums of 0 to 25 inches of mercury (85 kPa).

¹ Reprinted from ASME A112.1.2-2012(R2017), by permission of The American Society of Mechanical Engineers. All rights reserved

This page intentionally left blank

Appendix C

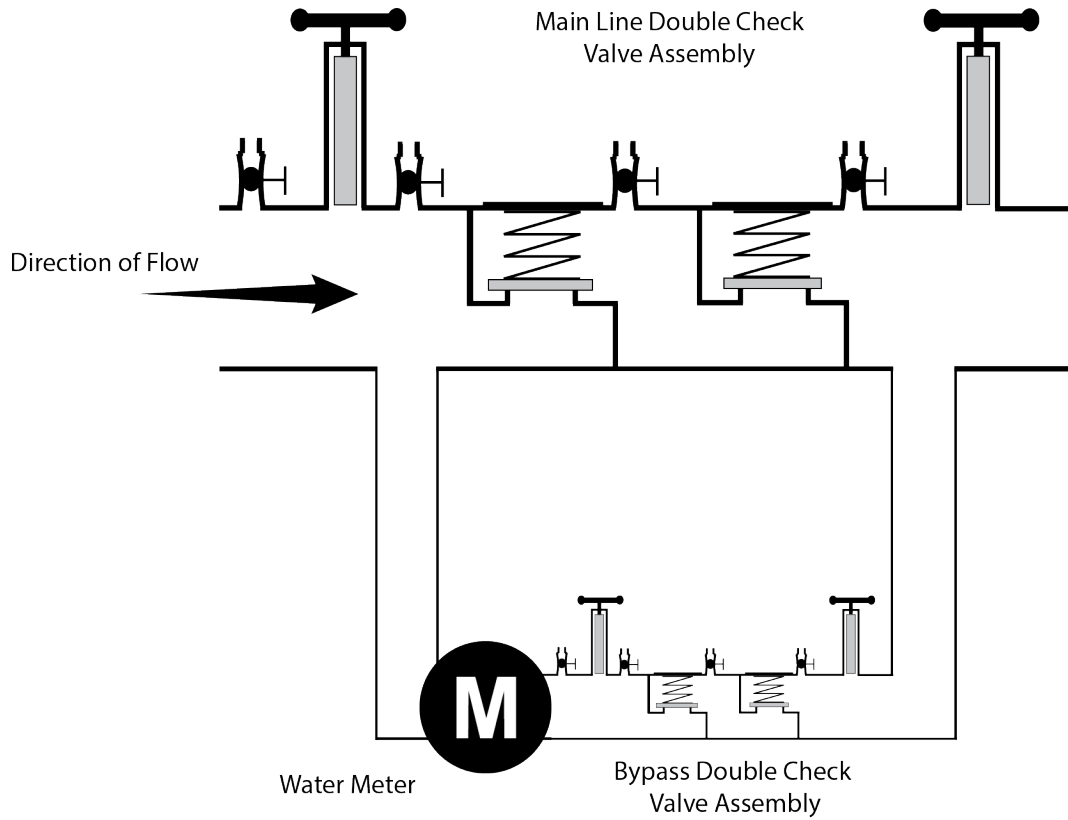
Backflow Prevention Assembly Diagrams

This page intentionally left blank

Appendix C

Diagram 1

Double check detector backflow prevention assembly¹

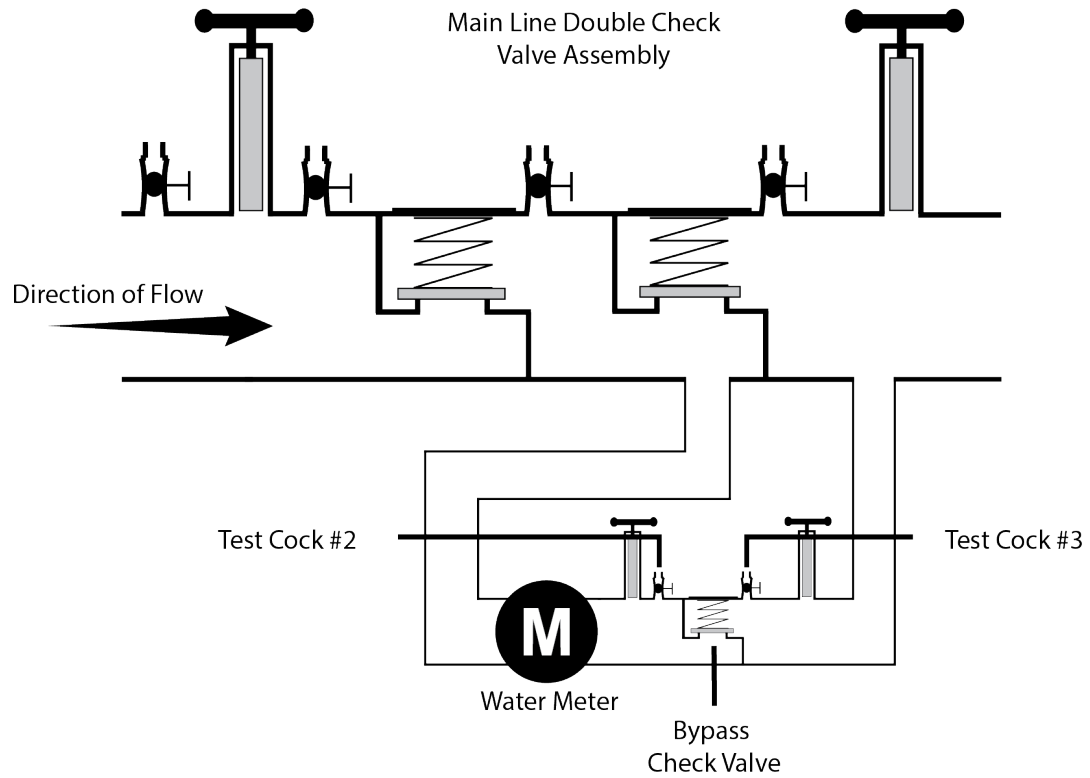


¹ © 2023 University of Southern California. Used with permission.

Appendix C

Diagram 2

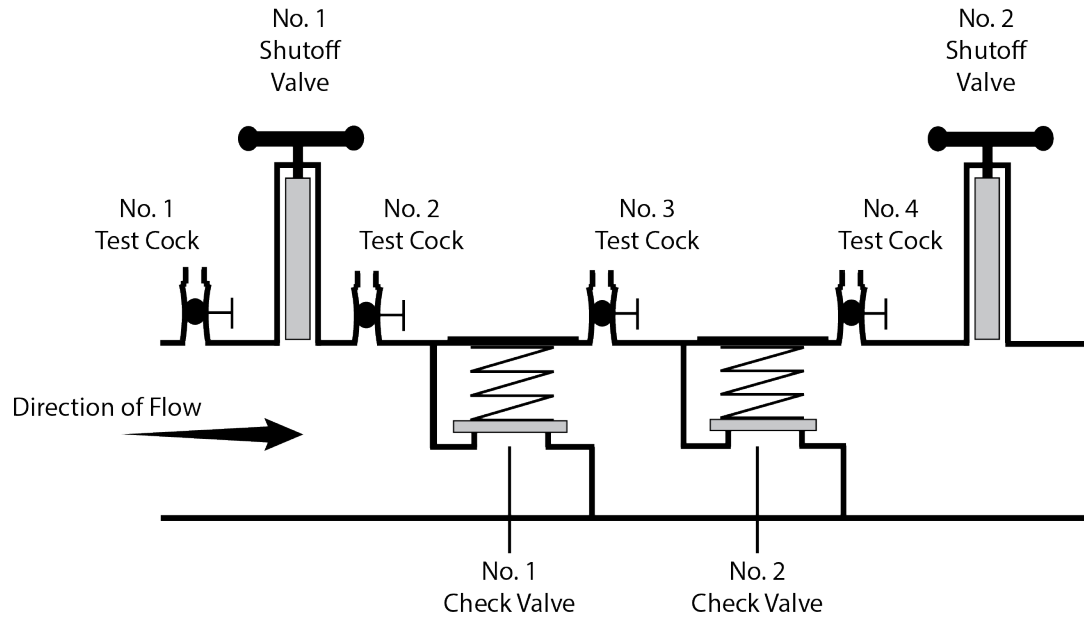
Double check detector backflow prevention assembly – type II ²



² © 2023 University of Southern California. Used with permission.

Appendix C

Diagram 3
Double check valve backflow prevention assembly³

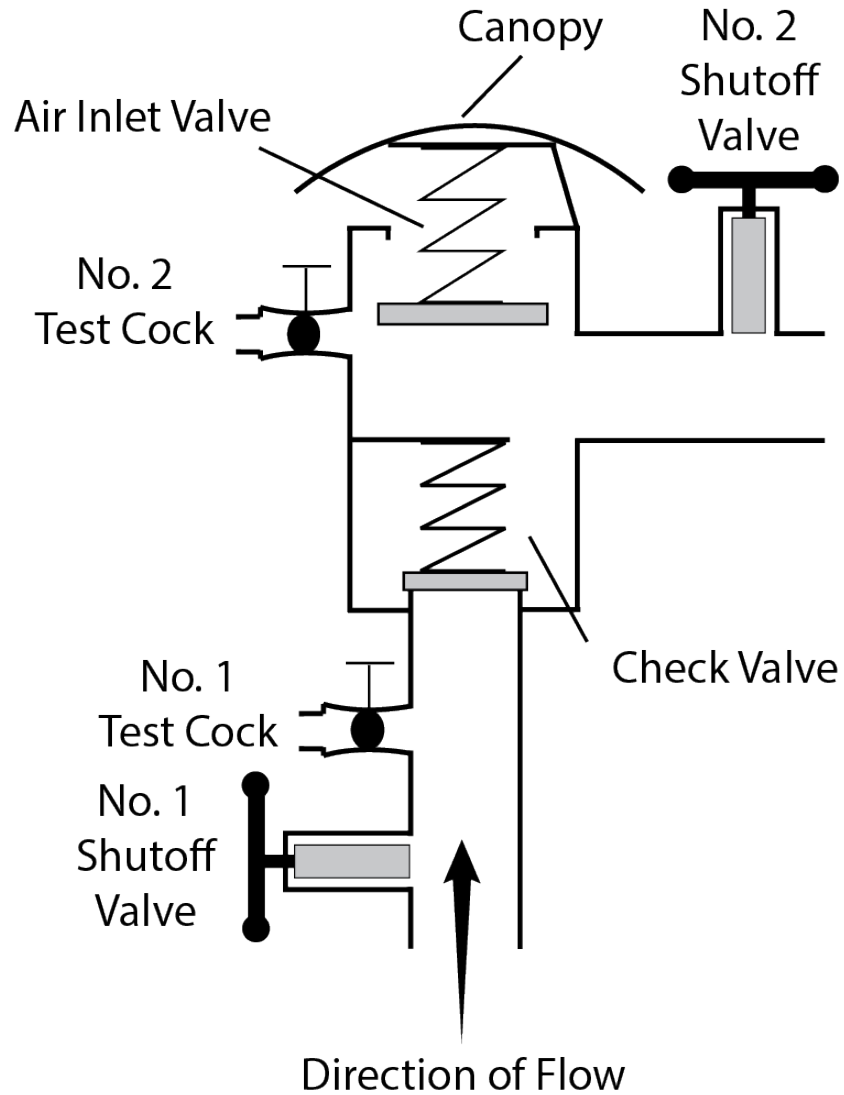


³ © 2023 University of Southern California. Used with permission

Appendix C

Diagram 4

Pressure vacuum breaker backsiphonage prevention assembly⁴

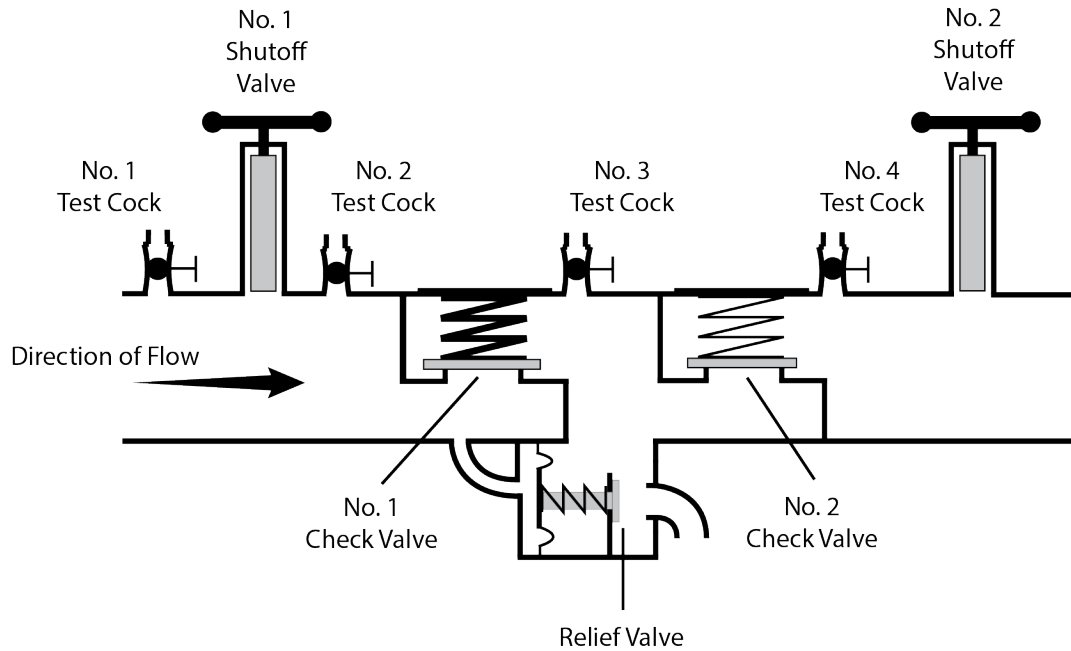


⁴ © 2023 University of Southern California. Used with permission

Appendix C

Diagram 5

Reduced pressure principle backflow prevention assembly⁵

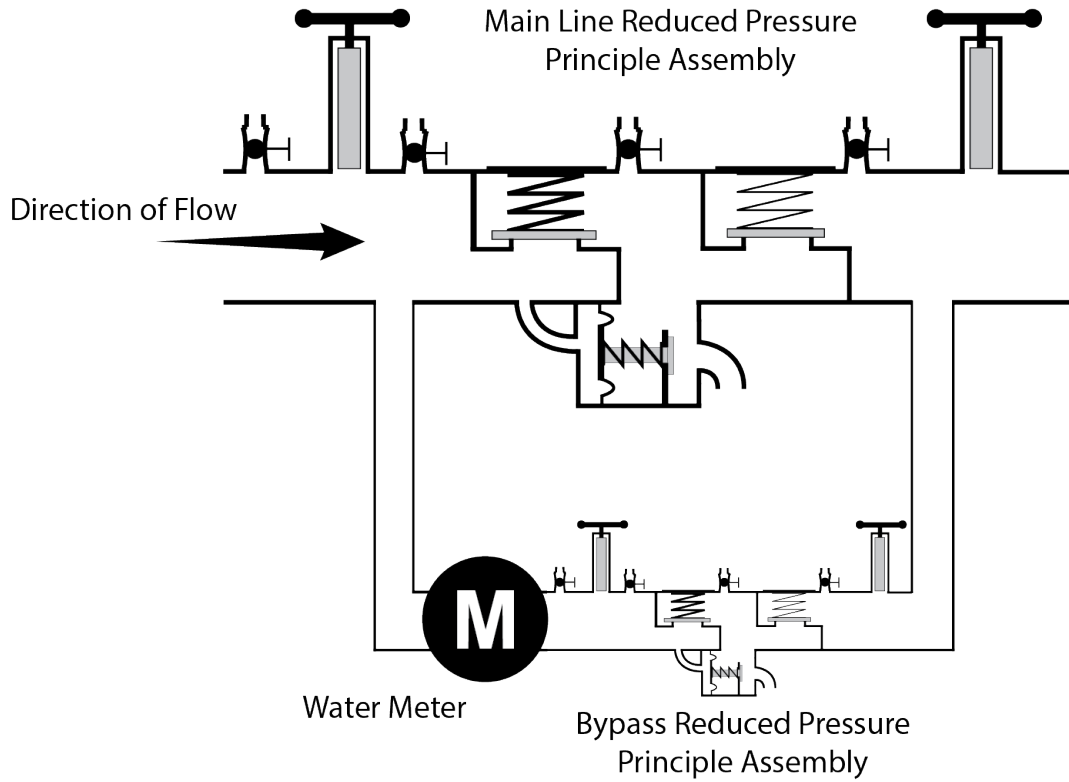


⁵ © 2023 University of Southern California. Used with permission

Appendix C

Diagram 6

*Reduced pressure principle detector backflow prevention assembly*⁶

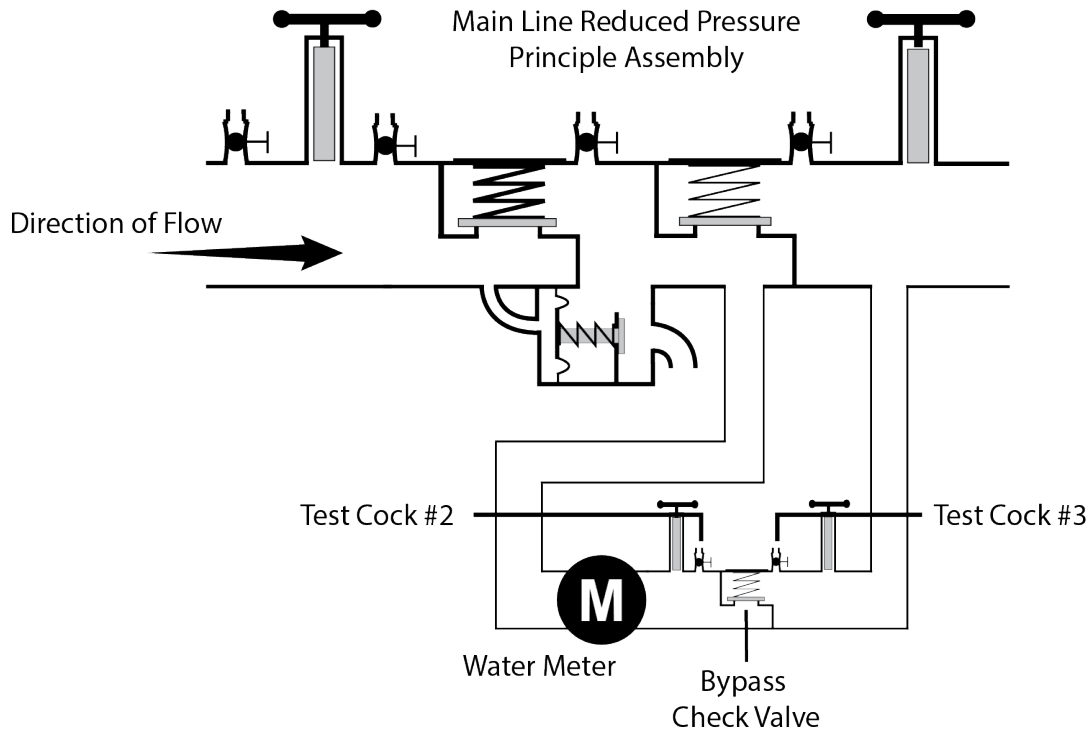


⁶ © 2023 University of Southern California. Used with permission

Appendix C

Diagram 7

Reduced pressure principle detector backflow prevention assembly – type II⁷

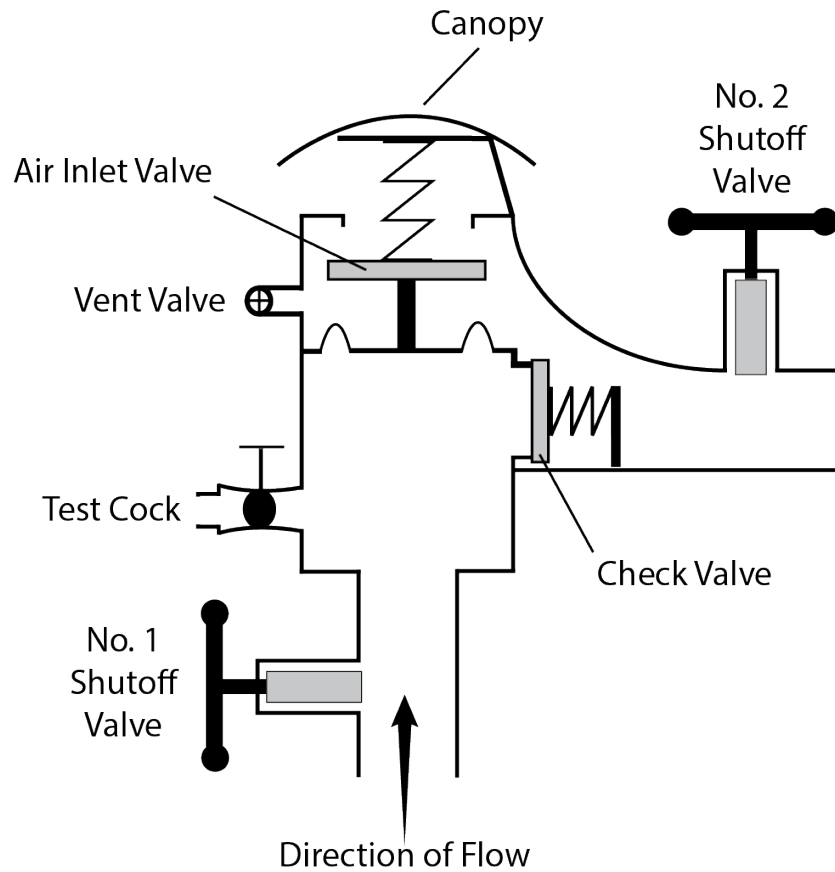


⁷ © 2023 University of Southern California. Used with permission

Appendix C

Diagram 8

Spill-resistant pressure vacuum breaker backsiphonage prevention assembly⁸



⁸ © 2023 University of Southern California. Used with permission

Appendix C

Swivel-Elb Design and Construction Criteria

The criteria below, in conjunction with the swivel-elb diagrams that follow (Diagrams 9a and 9b), are **minimum** acceptable design and construction-related requirements for utilizing a swivel-elb. For restrictions and allowances for utilizing a swivel-elb, see CCCPH section 3.2.2.

A. Prior to operation of a swivel-elb, the PWS will receive approval for the design and construction plans of that swivel-elb from the State Water Board.

B. The drinking water supply must not, under any circumstances, be directly connected to the recycled water supply, nor be designed such that the recycled water use site could be supplied concurrently by a recycled water supply and a drinking water supply.

C. The drinking water supply line and the recycled water supply line must be offset (see Diagram 9b) in a manner that ensures a tee-connection, spool, or other prefabricated mechanical appurtenance(s) could not be readily utilized in lieu of the swivel-elb connection, nor result in the recycled water use site being supplied concurrently by recycled water and drinking water.

D. The recycled water supply line used in conjunction with the swivel-elb must be the only recycled water supply to the recycled water use area.

E. The swivel-elb must be located as close as practical to the public water system service connection, with the swivel-elb connection being located as close as practical to the RP upstream of the swivel-elb.

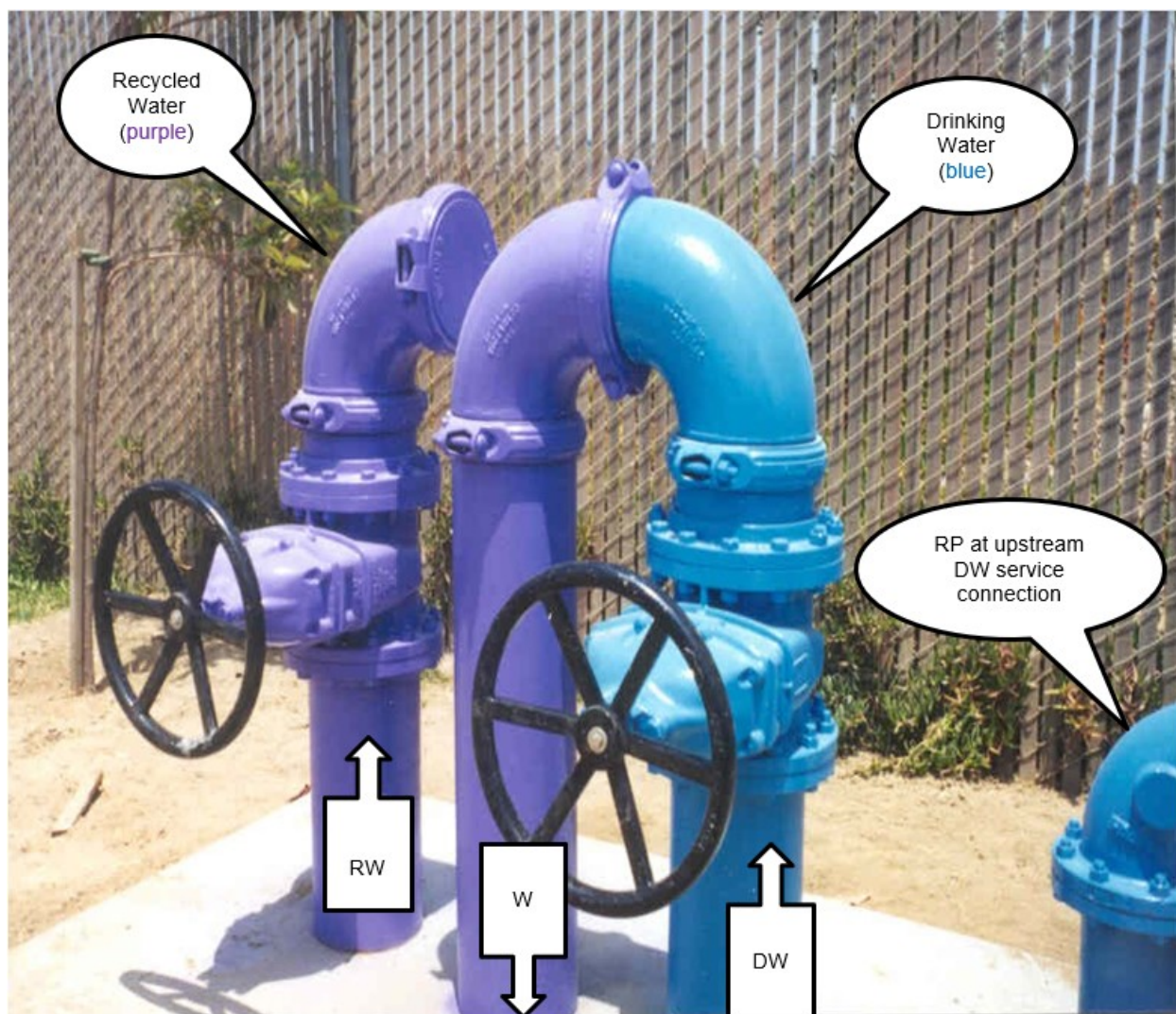
F. The swivel-elb must:

1. be located above ground;
2. be color-coded pursuant to section 116815 of the CHSC and its implementing regulations;
3. include appropriate signage, as required by regulation and the State Water Board;
4. be provided the security necessary to prevent interconnections, vandalism, unauthorized entry, etc.; and
5. be provided with meters on both the recycled water service and drinking water service connections.

Legend for Diagram 9a and 9b (also see next page)

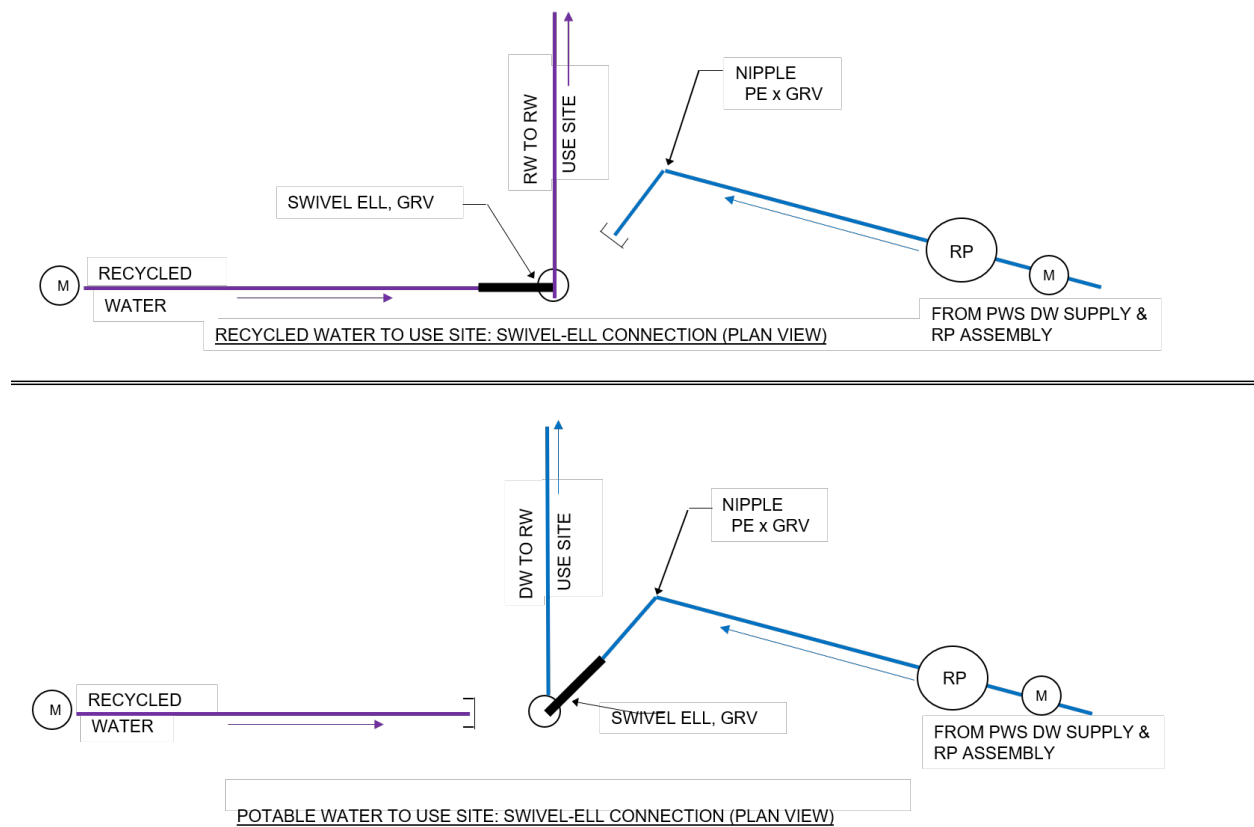
- RP = Reduced pressure principle backflow prevention assembly
RW = Tertiary-treated recycled water originating from wastewater treatment facility
DW = Drinking water originating from a public water system
W = Water (tertiary recycled water or drinking water) to use site. As pictured, configured for supplemental drinking water to the use site.
M = Meter (*next page*)
PE = Plain End (*next page*)
GRV = Groove (*next page*)
PWS = Public Water System (*next page*)

Diagram 9a: Example Swivel-Ell Pictorial (also see Plan View Schematics)



Note: The RP, a required component of an acceptable swivel-ell, is not shown in the picture.

**Diagram 9b: Swivel-ELL Typical Plan View Schematics
(not intended to be an exact portrayal of the pictorial)**



This page intentionally left blank

Appendix D

High Hazard Premises

This page intentionally left blank

APPENDIX D

HIGH HAZARD CROSS-CONNECTION CONTROL PREMISES

The list below identifies premises that require backflow protection provided by an air gap or a reduced pressure principle backflow prevention assembly, unless noted otherwise. The list below is not intended to be all-inclusive. A PWS, State Water Board, or local health agency may require an AG, RP, or both to protect a PWS from other hazards not listed below and identified in premises through the hazard assessment completed in CCCPH Chapter 3, section 3.2.1. A PWS may reduce or increase the minimum protection required for a previously hazard-assessed user premise following a hazard reassessment as described in CCCPH Chapter 3, section 3.2.1.

1. Sewage handling facilities
2. Wastewater lift stations and pumping stations
3. Wastewater treatment processes, handling, or pumping equipment that is interconnected to a piping system connected to a PWS (+)
4. Petroleum processing or storage plants
5. Radioactive material storage, processing plants or nuclear reactors
6. Mortuaries
7. Cemeteries
8. Sites with an auxiliary water supply (+-+)
9. *Deleted*
10. Premises with more than one connection to the PWS (++++)
11. Recycled water (++)(+++)
12. Recycled water interconnected to piping system that contains water received from a PWS (+)
13. Graywater systems, as defined in California Water Code Section 14876, that are interconnected to a piping system that is connected to a PWS
14. Medical facilities
15. Kidney dialysis facilities
16. Dental office with water-connected equipment
17. Veterinarian facilities
18. Chemical plants
19. Laboratories
20. Biotech facilities
21. Electronics manufacture
22. Dry cleaner facilities
23. Industrial or commercial laundry facilities
24. Metal-plating facilities
25. Business park with a single meter serving multiple businesses
26. Marine-port facilities
27. Car wash facilities
28. Mobile home park, RV park, or campgrounds with RV hookups

29. Hotels/motels
30. Gas stations
31. Fire stations
32. Solid waste disposal facilities
33. Pet groomers
34. Agricultural premises
35. Hazard assessment access denied or restricted
36. Railroad maintenance facilities
37. Incarceration facilities (e.g. prisons)
38. Temporary connections to fire hydrants for miscellaneous uses, including construction
39. Private water distribution mains
40. Drinking water storage tank overflow connected to a sump or storm drain (+)
41. Airports

(+) Premise isolated by air gap only except as allowed through CCCPH Section 3.2.2(c)

(++) Dual-plumbed use areas established per CCR Title 22, Section 60313 through 60316.

(+++ Residences using recycled water for landscape irrigation as part of an approved dual plumbed use area established pursuant to CCR Title 22, sections 60313 through 60316 shall use, at a minimum, a DC. If the water supplier is also the supplier of the recycled water, then the recycled water supplier may obtain approval of the local public water supplier or the State Water Board, to utilize an alternative backflow protection plan that includes an annual inspection of both the recycled water and potable water systems and an annual cross-connection test of the recycled water and potable water systems pursuant to subsection 60316(a) in lieu of any BPA.

(++++ All connections must receive at least the same level of protection excluding fire protection when connected to the PWS distribution system (e.g. if one connection requires an RP then all connections must have RPs installed).

(+--) A user premises with an existing DC installed prior to July 1, 2024 may continue to use that existing DC for premises isolation provided that the following conditions are met: a) backflow does not occur at any time at the premises, b) the DC passes all field tests in the assembly testing and repair timeframe described in the PWS's Cross-Connection Control Plan, c) the PWS approves of the use of a DC in writing and identifies the location in the PWS's recordkeeping system, and d) no other high hazard activities are identified during a hazard assessment. An AG, RP, or both is required for all new or replacement assembly installations after July 1, 2024.

Appendix E

General Range of Knowledge for Cross- Connection Control Specialists

This page intentionally left blank

APPENDIX E

General Range of Knowledge for Cross-Connection Control Specialists

To effectively prevent unintended backflow into a PWS's distribution system, it is necessary for a cross-connection control specialist to have an understanding of a range of subjects related to cross-connection control. This appendix provides a list of such subjects.

This appendix is not meant to preclude instruction of additional subjects that may be necessary or beneficial to the goal of a prospective or existing cross-connection control specialist in being proficient in protecting public health from backflow through cross-connection control measures. Emphasis on particular subjects should be in a manner that best achieves that goal.

(a) GENERAL

- (1) Cross-connection control terminology.
- (2) The history leading to the need for cross-connection control, including causes, impacts, including but not limited to:
 - (A) potable water distribution systems;
 - (B) examples of backflow incidents and actual or potential public health impacts; and
 - (C) evolution of methods of cross-connection control and backflow prevention assemblies.
- (3) Hydraulics (general) – An understanding of hydraulic gradients, pressure variations, flow rates, temperature, the properties of water, backsiphonage, backpressure, and other elements necessary to understand the causes for backflow.
- (4) Public outreach – How to appropriately convey the value of cross-connection control to PWS personnel and the public.

(b) LAWS, REGULATIONS, AND GUIDANCE

- (1) Federal – Applicable federal laws, regulations, and guidance.
- (2) State – California laws and regulations, including, but not limited to, the State Water Resources Control Board's most recent edition of its *Cross-Connection Control Policy Handbook* and other requirements related to cross-connection control.
- (3) Local – An understanding of the need to ensure local requirements are considered and how best to find such requirements.

(c) HAZARD ASSESSMENTS AND METHODS TO PREVENT BACKFLOW

A comprehensive understanding of how to conduct cross-connection surveys of water systems for the purpose of identifying cross-connections, assessing hazards, and identifying the most effective and legally appropriate methods for protection from backflow. At a minimum, the following topics should be considered to achieve such an understanding:

(1) Surveys:

- (A) Preparation (e.g., authority, notification, prioritizing customers/premises, coordinating with public water systems, etc.);
- (B) Design and as-built drawings related to water supply and cross-connection control;
- (C) Public water system schematics;
- (D) How to identify existing and new construction, with an understanding of how construction may impact backflow protection;
- (E) How to identify cross-connections (actual and potential);
- (F) How to identify and differentiate between high hazard and low hazard cross-connections; and
- (G) Problems associated with multi-story buildings, multiple service connections at a premises, typical water-use equipment, etc., and varying types of water service, including irrigation, recycled water, gray water, fire prevention systems, and dual plumbed premises.

(2) Assessing Hazards:

- (A) Identifying and differentiating between premises activities leading to high hazard cross-connections and low hazard cross-connections (for examples of high hazard activities, see Appendix D); and
- (B) Understanding potential public health impacts from backflow associated with the problems in section (c)(1)(G) of this appendix.

(3) Assemblies and Methods for Backflow Prevention:

- (A) A comprehensive understanding of approved methods for cross-connection control and preventing backflow with respect to an assessed hazard;
- (B) Identifying unapproved methods for cross-connection control and preventing backflow;
- (C) An understanding of components, design and operation, proper installation and location of backflow prevention assemblies, including air gaps, and backflow prevention assembly field test methods, field test results, and the assessment of air gaps; and
- (D) Identifying unapproved assemblies, as well as those assemblies whose operation and/or state of repair necessitates replacement with an approved assembly.

(d) CROSS-CONNECTION CONTROL PROGRAMS

A comprehensive understanding of the development, elements, and administration of cross-connection control programs, including, but not limited to:

- (1) An ability to assess the federal, state, and local requirements applicable to a public water system's cross-connection control program, such that adherence to the cross-connection control program would result in compliance with the requirements;
- (2) The roles, responsibilities, and authority of individuals and entities involved in the critical elements of a successful plan for cross-connection control (see CCCPH section 3.1.4); and
- (3) The ability to assess the components of a public water system's Cross-Connection Control Plan (see CCCPH section 3.1.4) that best assures the prevention of undesired backflow into the public water system's distribution system, and to communicate deficiencies to public water system personnel.

(e) CROSS-CONNECTION TESTS

A comprehensive understanding of:

- (1) The purpose of a cross-connection test and when a cross-connection test should be performed;
- (2) The ability to develop protocols and make arrangements for cross-connection tests, and subsequently oversee and/or perform such cross-connection tests, in a manner that determines whether interconnections exist between unapproved sources and approved water supplies; and
- (3) Follow-up actions and notifications if a cross-connection test indicates an interconnection.

(f) RECORDKEEPING AND INCIDENT RESPONSE

A comprehensive understanding of:

- (1) The agencies and authorities to be notified in the event of a backflow incident;
- (2) How to determine the cause of a backflow incident and the actions necessary to prevent similar incidents in the future;
- (3) How to properly document a backflow incident, including but not limited to the information in the example backflow incident response form in Appendix F; and
- (4) How to properly document the elements associated with surveys and hazard assessments, including those identified in section (c) of this appendix.

This page intentionally left blank

Appendix F

Example Backflow Incident Reporting Form

This page intentionally left blank

BACKFLOW INCIDENT REPORT FORM

Water System: _____

Water System Number: _____

Incident Date: _____

Incident Time (if known): _____

Incident Location: _____

How was the incident discovered?

Backflow Originated from:

Premise Location: _____

Address: _____

Premise Contact Person: _____ Title: _____

Phone: _____ Email: _____

Connection Type: (please check one)

☐ Industrial ☐ Commercial ☐ Single-Family Residential ☐ Multi-Family Residential

☐ Irrigation ☐ Recycled Water ☐ Water System Facility

☐ Other: _____

Description and source of backflow substance (please be as descriptive as possible):

If available, please attach an MSDS or other chemical description form

Was the backflow fluid contained within the user side? YES ☐ NO ☐

Estimated Number of Affected Persons: _____

Number and description of consumer complaints received:

Did any consumers report illness? Please describe.

If applicable, please describe the consumer notification:

INVESTIGATION

Please describe the water system investigation including time frames:

What was the area system pressure? _____

Is this within typical range: YES ☐ NO ☐ - typical pressure: _____

Was a sample of the water contaminated by the backflow incident collected and stored before flushing? YES ☐ NO ☐

Please describe all sampling:

DDW recommends laboratory or field sampling for the following parameters: total coliform, E. coli, free and total chlorine residual, pH, odor, turbidity, temperature, and color. Additional sampling should be collected at the PWS and regulatory agency's discretion.

CORRECTIVE ACTIONS

Please describe the corrective actions taken by the water system:

Was the chlorine residual increased after discovery of backflow incident? YES ☐ NO ☐

Date of the last cross-connection control hazard assessment of the premise with the backflow incident conducted: _____

Did the premise have backflow prevention assemblies? YES ☐ NO ☐

Date of most recent backflow prevention assembly test(s): _____

When was the Division of Drinking Water or Local County Health office notified?

Date: _____ Time: _____ Contact Person: _____

Was the Division or Local County Health notified within 24 hours? YES ☐ NO ☐

Other agencies or organizations contacted?

CERTIFICATION

Name: _____ Job Title: _____

Certification(s): _____

Please list all cross-connection control related certifications including number and expiration date

I certify that the forgoing information is true and correct to the best of my ability.

Signature: _____ Date: _____

Attach the following applicable documentation

1. Laboratory Test Results
2. Sketch of the cross-connection and modifications
3. MSDS or chemical information forms if chemical hazard is known
4. Applicable backflow assembly test reports including the most recent test before the incident
5. Other relevant supporting documentation

Appendix G

Related Statutes and Regulations

This page intentionally left blank

The following laws and regulations are considered related or tangential to the CCCPH, and are included in a descriptive format to provide additional, relevant background information

California Laws and Regulations

In addition to the California SDWA statutory requirements cited in CCCPH Chapter 1, section 1.3.1, California has statutes addressing certain authorities and requirements that may have influenced the CCCPH or may otherwise be of interest.

- Urban and community water systems must have a written policy on discontinuation of residential service for nonpayment and must not discontinue residential service for nonpayment if certain conditions are met. (CHSC sections 116900 – 116926)
- Senate Bill 1263 (2017) requires that before a person submits an application for a permit for a proposed new public water system, the person shall first submit a preliminary technical report which must include a cost comparison of a new public water system and consolidations with an existing system. (CHSC section 116527)
- Effective June 24, 2015, Senate Bill 88 (SB 88) (Statutes 2015, Chapter 27) added sections 116680-116684 to the CHSC, allowing the State Water Board to require certain water systems that consistently fail to provide safe drinking water to consolidate with, or receive an extension of service from, another public water system. The consolidation can be physical or managerial.
- Local health officers may maintain programs for the control of cross-connections by water users, within water users' premises, where public exposure to backflow may occur. Such programs may include water user premises inspections, collection of fees, certification of backflow prevention assembly¹ (BPA) testers, and other discretionary elements. Local health officer BPA tester certification standards must be consistent with the standards prescribed in the CCCPH. Water users are required to comply with all orders, instructions, regulations, and notices from the local health officer regarding installation, testing, and maintenance of a BPA. (CHSC sections 116800 - 116820).
- Pursuant to the California Building Standards Law (CHSC sections 18901 - 18949.31), the California Building Standards Commission (CBSC) must administer the processes related to the adoption, approval, and publication of regulations referred to as the California Building Standards Code (Title 24, California Code of Regulation). Title 24 serves as the basis for the minimum design and construction

¹ California statutes use a variety of terms when referencing a 'backflow prevention assembly' (e.g., backflow protective device, backflow protection equipment, backflow prevention device, backflow or back siphonage protection device, backflow preventer, or backflow device). For consistency with industry terminology, 'backflow prevention assembly' is used in the CCCPH, unless directly quoted otherwise.

of buildings in California and includes the California Plumbing Code (Part 5 of Title 24), which contains requirements pertaining to cross-connection control and backflow prevention.

- A BPA intended to convey or dispense water for human consumption via drinking or cooking must meet California's "lead free" requirements. (CHSC section 116875)
- Limits are established for the installation of backflow protection equipment where automatic fire sprinkler systems are utilized. (CHSC section 13114.7)²
- Cross-connection control must be addressed in engineering reports that are required (CCR Title 22, section 60323) for recycled water projects. (Wat. Code section 13552.8)
- If a public agency requires the use of recycled water for toilet and urinal flushing in a structure (except certain mental health facilities), the public health agency must prepare an engineering report that addresses cross-connection control. (Wat. Code section 13554)
- Prior to indoor use of recycled water in a condominium project, the entity delivering the recycled water must submit a report, for State Water Board³ approval, and include the following related to cross-connection control (Wat. Code section 13553(d)(1)):
 - The condominium project must be provided with a backflow prevention assembly approved by the State Water Board.
 - The backflow prevention assembly must be inspected and tested annually by a certified tester.
 - The condominium project must be tested by the recycled water agency or local agency at least once every four years for indications of possible cross-connections between the condominium's potable and non-potable systems.
- California's Department of Water Resources was required to convene a task force, known as the 2002 Recycled Water Task Force, to identify constraints, impediments, and opportunities for the increased use of recycled water and report

² CHSC section 13114.7 historically provided potential limits for backflow prevention assemblies on fire sprinklers. Even though current standards differ from the language stated in CHSC section 13114.7, it is still being provided as a historical reference as there may still be installations with the now outdated limits established in section 13114.7

³ The California Department of Public Health's authority and responsibility pertaining to this reference was transferred to the State Water Board via Senate Bill 861 (2014, Chapter 35). As such, applicable statutory mandates that may refer to "California Department of Public Health" or "Department" may be referred to as "State Water Board" in this document.

to the Legislature by July 1, 2003. The task force was also asked to advise and make recommendations concerning cross-connection control, including the applicability of visual inspections instead of pressure tests for cross-connections between potable and non-potable water systems. (Wat. Code section 13578(b)(1). The final report⁴ provided the following recommendations to the State Water Board – Division of Drinking Water (Division):

- Prepare guidance on dual plumbed regulations (22 CCR sections 60313-60316) consistent with Appendix J of plumbing code (Chapter 15 of 2019 California Plumbing Code, formerly Chapter 16A).
- Support thorough assessment of risk associated with cross-connections between disinfection tertiary recycled water and potable water.
- Ensure uniform interpretation of cross-connection control requirement of Title 22 regulations (recycled water) and Title 17 (cross-connection control regulations)
- Recommend stakeholders to review draft Title 17 regulations.
- A person engaged in the salvage, purchase, or sale of scrap metal who knowingly possesses a backflow prevention assembly (or connections to the assembly or any part of the assembly), or who failed to report the possession of such items, which was previously owned by a utility or public agency, is guilty of a crime. (Pen. Code section 496e)
- Junk dealers or recyclers who possess a backflow prevention assembly (or connections to that assembly or any part of the assembly) without a written certification from the agency or utility owning or previously owning the assembly will be liable to the agency or utility for the wrongful possession. (Civ. Code section 3336.5 and, similarly, Bus. & Prof. Code section 21609.1)

Please note that a number of the codes, regulations, and statutes cited above are implemented under the authority of regulatory entities other than the State Water Board and would therefore be beyond the scope of this CCCPH. The intent of providing such citations is to increase general awareness with respect to other potential statutory requirements associated with cross-connection control. The list is not exhaustive and does not include other requirements that may exist, including those via regulations that may have been adopted by an appropriate regulatory entity.

Federal Laws and Regulations

⁴ California Department of Water Resources. (2003). *Water Recycling 2030: Recommendations of California's Recycled Water Task Force*

All suppliers of domestic water to the public are subject to regulations adopted by the U.S. Environmental Protection Agency (EPA) under the U.S. Safe Drinking Water Act (SDWA) of 1974, as amended (42 U.S.C. section 300f et seq.), as well as by the State Board under the California SDWA (Health & Saf. Code, div. 104, pt. 12, ch. 4, section 116270 et seq.). Additionally, the State Water Board has been delegated primacy - the responsibility and authority to administer U.S. EPA's drinking water regulations within California – on the condition that California adopt enforceable requirements no less stringent than U.S. EPA's.

The U.S. EPA currently has no distinct cross-connection control requirements that apply broadly to public water systems (PWS); however, the importance of cross-connection control is evident by the issue papers and guidance documents developed by U.S. EPA and their recognition that cross-connections and backflow represent a significant public health risk (see discussion in Chapter 2). Although U.S. EPA currently has no distinct cross-connection control requirements, the subject of cross-connection or backflow prevention assemblies is included in the U.S. SDWA and the Code of Federal Regulations (C.F.R.) in relation to PWS, including the following:⁵

- If used exclusively for non-potable services, a backflow prevention assembly (BPA) is exempt from the federal lead prohibitions. (42, U.S.C. section 300g)
- Allows increasing disinfectant concentrations in a PWS distribution system in the event of a cross-connection (backflow) event. (40 C.F.R. section 141.130(d))
- Proper maintenance of the distribution system, including cross-connection control, is identified as a best available technology (BAT) for microbial contaminant control. (40 C.F.R. section 141.63(e))
- Under the federal Revised Total Coliform Rule, a PWS having a cross-connection control program is one of the enhancements necessary to reduce monitoring for a PWS that had been under an increased monitoring frequency. (40 C.F.R. section 141.854(h)(2))
- Under the federal Revised Total Coliform Rule, a PWS having a cross-connection control program is a criterion for a state to allow a reduced monitoring frequency (40 C.F.R. section 141.855(d)(1))
- If a state allows the monitoring frequency reductions previously mentioned under the federal Revised Total Coliform Rule, a state is required to include in its primacy package to U.S. EPA how a PWS will be required to demonstrate cross-connection control. (40 C.F.R. section 142.16(q))

⁵ For requirements unrelated to cross-connection control, please consult California's laws and regulations specific to the topic of interest. California may have more stringent requirements (e.g., reduced monitoring allowed via federal regulations may be prohibited in California).



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: August 6, 2026

**SUBJECT: INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF SEASIDE MODIFYING SEASIDE MUNICIPAL CODE
CHAPTER 2.42 CONFLICT OF INTEREST CODE (FIRST READING
– ROLL-CALL VOTE)**

RECOMMENDATION

Conduct the first reading and open public hearing.

BACKGROUND

The Political Reform Act requires every state and local government agency to adopt and maintain a conflict of interest code identifying officials, employees, and consultants who make or participate in making governmental decisions that may foreseeably have a material financial effect. Designated positions are required to file Statements of Economic Interests (Form 700) under the disclosure requirements established by the City's code.

In 2022, the City Council adopted Ordinance No. 2015, which amended Seaside Municipal Code Sections 2.42.030 and 2.42.130. Among other changes, the 2022 ordinance replaced the term "designated employees" with "designated persons," updated the appendix, and established a streamlined process allowing the City Council to update the appendix by ordinance or resolution. The City's current municipal code reflects that authority.

Local agencies must review their conflict of interest codes in each even-numbered year. The City's 2026 review identified organizational and operational changes since the 2022 update, including changes to advisory bodies, department leadership titles, management classifications, and positions that participate in contracting, budgeting,

land use, personnel, public safety, infrastructure, housing, economic development, information technology, and other governmental decisions.

The proposed ordinance replaces Section 2.42.130 in full and attaches a revised Appendix as Exhibit A. The amendment is intended to align the City's code with its current organizational structure and to provide clear notice of the positions required to file Form 700 statements.

The principal updates include:

- Updating the list of City boards and commissions to reflect current advisory bodies, including the Environmental Commission, Homeless Commission and Community Safety Advisory Commission, and removing obsolete or inactive bodies.
- Adding or revising executive and management titles established or changed after 2022, including Assistant City Manager, City Clerk/Assistant to the City Manager, Information Services Director, Housing & Planning Manager, Economic Development Director, and Building & Code Enforcement Director/Chief Building Official.
- Updating key classifications that participate in fiscal, contracting, procurement, land use, engineering, personnel, housing, code enforcement, public safety, communications, grants, and policy decisions.
- Retaining coverage for consultants who make or participate in governmental decisions, while preserving the City Manager's authority to tailor disclosure obligations in writing when a consultant's duties are limited in scope.
- Clarifying that officials who file pursuant to Government Code Section 87200 are included for disqualification purposes and continue to file under state law.

The proposed list is position-based rather than person-based, so that filing obligations continue when personnel changes occur. Before final adoption, the City Attorney and Human Resources Department have confirmed that the titles in Exhibit A match the City's authorized classification plan and current organizational chart, and that each designated position is assigned the appropriate disclosure category.

Government Code Sections 87300 through 87302 require local agencies to adopt conflict of interest codes that designate positions and establish disclosure obligations. Government Code Section 87306.5 requires local agencies to review their codes biennially. The Fair Political Practices Commission's 2026 guidance requires the biennial notice to be submitted to the agency's code reviewing body by October 1, 2026. The City Council serves as the code reviewing body for the City of Seaside.

The proposed action is not a project subject to the California Environmental Quality Act because it is an organizational and administrative activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment. (CEQA Guidelines, 14 California Code of Regulations Section 15378(b)(5).)

This action supports the City's strategic priority of Effective and Accessible Governance

by strengthening transparency, accountability, ethical compliance, and public confidence in municipal decision-making.

FISCAL IMPACT

None.

STRATEGIC PRIORITY

Effective Accessible Governance

ATTACHMENTS

1. Exhibit A - 2.42.130 Appendix - Designated Persons

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE AMENDING SEASIDE MUNICIPAL CODE SECTION 2.42.130, APPENDIX - DESIGNATED PERSONS, TO UPDATE THE CITY'S CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act of 1974 (Government Code Section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes;

WHEREAS, Government Code Section 87306.5 requires local agencies to review their conflict of interest codes in each even-numbered year and to determine whether amendments are necessary;

WHEREAS, in 2022, the City Council adopted Ordinance No. 2015 amending Seaside Municipal Code Sections 2.42.030 and 2.42.130 and authorizing the Appendix of Designated Persons to be updated from time to time by ordinance or resolution of the City Council;

WHEREAS, since the 2022 update, the City has experienced changes to its organizational structure, boards and commissions, department leadership, position titles, and employee duties and responsibilities;

WHEREAS, the City Council desires to amend Section 2.42.130 so the City's conflict of interest code accurately identifies officials, employees, and consultants who make or participate in making governmental decisions that may foreseeably have a material effect on financial interests; and

WHEREAS, the City Council finds that the positions identified in the revised Appendix are appropriately designated based upon the duties and decision-making authority associated with those positions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. PURPOSE AND FINDINGS.

The recitals above are true and correct and are incorporated into this Ordinance. The purpose of this Ordinance is to update the City's Conflict of Interest Code following the City's 2026 biennial review and to ensure that the Appendix of Designated Persons reflects the City's current organizational structure and decision-making positions.

SECTION 2. AMENDMENT OF SEASIDE MUNICIPAL CODE SECTION 2.42.130.

Seaside Municipal Code Section 2.42.130 is hereby amended and replaced in its entirety with the text set forth in Exhibit A, attached to and incorporated into this Ordinance.

SECTION 3. ADMINISTRATIVE IMPLEMENTATION.

The City Clerk is authorized and directed to update the City's conflict of interest filing roster, notify all affected designated persons, complete and submit the 2026 Local Agency Biennial Notice, transmit the adopted amendment to the appropriate code reviewing and filing authorities, and take any other ministerial actions necessary to implement this Ordinance.

SECTION 4. ENVIRONMENTAL COMPLIANCE.

The City Council finds that adoption of this Ordinance is not a project subject to the California Environmental Quality Act because it is an organizational and administrative activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment. (14 Cal. Code Regs. Section 15378(b)(5).)

SECTION 5. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this Ordinance. The City Council declares that it would have adopted each portion of this Ordinance irrespective of the invalidity of any other portion.

SECTION 6. PUBLICATION AND EFFECTIVE DATE.

The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published as required by law. This Ordinance shall take effect thirty (30) days after its adoption.

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside on the ____ day of _____, 2026.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside on the ____ day of _____, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

EXHIBIT A

SEASIDE MUNICIPAL CODE SECTION 2.42.130 APPENDIX - DESIGNATED PERSONS

This appendix may be updated from time to time by ordinance or resolution of the City Council.

I. City Officials. *

- a. Mayor and City Council;
- b. Successor Agency to the Redevelopment Agency;
- c. Parking Authority;
- d. Art and History Commission;
- ~~e. Oversight Board to the Successor Agency of the Redevelopment Agency;~~
- ~~f. Community Development Advisory Committee;~~
- j. Commission on Jobs, Opportunities and Businesses in Seaside;
- k. Community Safety Advisory Commission;
- l. Environmental Commission
- m. Homeless Commission;
- e. Neighborhood Improvement Commission;
- f. Planning Commission;
- g. Recreation and Parks Commission;
- n. Traffic Advisory Committee;
- ~~g. Neighborhood Improvement Commission;~~
- ~~h. Recreation and Parks Commission;~~
- ~~i. Planning Commission;~~
- ~~j. Traffic Advisory Committee.~~
- ~~k. Commission on Jobs, Opportunities and Businesses in Seaside~~

II. Category 1 — Designated Persons.

- a. Accountant I/II;
- b. Administrative Analyst I/II;
- c. Animal Control
- d. Assistant City Manager – Community Services

e. Assistant Finance Director;
f. Assistant Human Resources Director
g. Assistant Public Works Director
h. Chief Building Official;
i. City Attorney;
j. Assistant City Attorney;
k. City Clerk/Assistant to the City Manager;
l. City Manager;
m. Code Compliance Coordinator;
n. Communications Specialist;
o. Community Development Director
p. Deputy Fire Chief;
q. Deputy Police Chief;
r. Economic Development Director;
s. ESCA Program Director;
t. Family and Community Support Practitioner;
u. Finance Director;
v. Financial Analyst;
w. Fire Chief;
x. Fire Division Chief;
y. Housing and Planning Manager;
z. Housing Programs Manager;
aa. Human Resources Analyst;
bb. Human Resources Director/Risk Manager;
cc. Information Services Director.
dd. Maintenance and Utilities Superintendent;
ee. Maintenance Field Supervisor;
ff. Parking Compliance Specialist;
gg. Police Chief;
hh. Police Commander;
ii. Police Records Supervisor;
jj. Project Manager;
kk. Public Works Director/City Engineer;
ll. Recreation Director;
mm. Recreation Superintendent;

~~nn. Senior Civil Engineer;~~
~~oo. Senior Planner;~~
~~pp. Vehicle Abatement Officer;~~
~~qq. Youth Center Supervisor;~~
~~a. City Manager;~~
~~b. City Attorney;~~
~~c. Fire Chief;~~
~~d. Deputy Fire Chief;~~
~~e. Fire Division Chief;~~
~~f. Police Chief;~~
~~g. Deputy Police Chief;~~
~~h. Police Commander;~~
~~i. City Clerk;~~
~~j. Public Works Director/City Engineer;~~
~~k. Finance Director;~~
~~l. Assistant Finance Director;~~
~~m. Financial Analyst;~~
~~n. Accountant I/II;~~
~~o. Human Resources Director/Risk Manager;~~
~~p. Human Resources Analyst;~~
~~q. Housing Programs Manager;~~
~~r. Administrative Analyst I/II;~~
~~s. Economic Development and Community Planning Manager;~~
~~t. Senior Civil Engineer;~~
~~u. Chief Building Official;~~
~~v. Senior Planner;~~
~~w. Associate Planner;~~
~~x. Code Compliance Officer;~~
~~y. Vehicle Abatement Officer;~~
~~z. Recreation Director;~~
~~aa. Recreation Superintendent;~~
~~bb. Maintenance and Utilities Superintendent;~~
~~cc. Information Services Manager.~~

III. Consultants.

Consultants are defined for reporting purposes who prepare a product or perform services of a general nature and/or on an ongoing basis and participate by direct advice to the decision-makers. Generally, consultants who prepare a product or perform services for single specific matters are not the type of consultants required to be covered by a code, whereas consultants who provide more general assistance and advice to a government agency on an ongoing basis should be covered.

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The city manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements in this section.

Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements.

The city manager's determination is public record and shall be retained for public inspection in this same manner and location as this conflict-of-interest code. (Ord. 1049 § 2, 2018; Ord. 1034 § 3, 2017; Ord. 1018 § 2, 2014; Ord. 956 § 3 (Appx. A), 2006; Ord. 888 § 4 (Appx. A), 2000; Ord. 736 § 1, 1988; Ord. 583 (Exh. A), 1981)

IV. DISCLOSURE CATEGORY

*These officials are listed for disqualification purposes only. They are required to file disclosure statements pursuant to Article 2 of the Political Reform Act.

1. Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under Article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements; provided, that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code Section 81004.

2. See Government Code Section 81010 and 2 California Administrative Code Section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

3. For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

4. Investments and interests in real property which have a fair market value of less than one thousand dollars are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of ten percent or greater.

5. This category is for positions not individually listed but whose duties meet the Political Reform Act standard for "making or participating in making governmental decisions." Any employee or consultant whose job description, contract, or delegation of authority provides that the individual:

- Approves, negotiates, or recommends contracts, grants, or purchase orders;

- Approves, negotiates, or recommends land-use entitlements, permits, or development agreements; or

- 4. • Makes or substantially influences governmental decisions that may have a material financial effect on their financial interests.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: August 6, 2026

SUBJECT: APPROVE CO-SPONSORSHIP AND FEE WAIVER FROM ACTION COUNCIL " BUILDING HEALTHY COMMUNITIES" FOR COSTS ASSOCIATED WITH THEIR SICKLE CELL AWARENESS WALK AND THEIR HEALTH AWARENESS AND EDUCATION FAIR AT LAGUNA GRANDE PARK ON SEPTEMBER 19, 2026, IN THE AMOUNT OF \$5,783.00

RECOMMENDATION

Approve the request.

BACKGROUND

The Action Council "Building Healthy Communities", is planning to facilitate their first annual Sickle Cell Awareness walk and their Community Health Awareness and Education Fair on Saturday, September 19, 2026, from 10:00 a.m. to 5:00 p.m. Their Sickle Cell Awareness walk will take place from 11:00 a.m. to 1:30 p.m. Their walk will be a rolling road closure which will begin at the corner of Broadway Avenue and Noche Buena Street and end at the DMV parking lot (see attached map). The Health Awareness and Education Fair will take place at Laguna Grande Park after their walk, which will end at 5:00 p.m.

Sickle Cell Disease (SCD) is a genetic blood disorder that distorts red blood cells into stiff, crescent shapes, causing severe pain, anemia, and organ damage. Affecting approximately 100,000 Americans, it primarily impacts communities of African and Hispanic descent. The Action Council "Building Healthy Communities" Sickle Cell Awareness walk and their Community Health Awareness and Education Fair will raise awareness about Sickle Cell Disease and help to dispel myths, advocate for better

treatments, and support the millions living with the condition.

The Action Council "Building Healthy Communities" is requesting the City of Seaside to co-sponsor and waive all fees related to their walk and fair, including the use of Laguna Grande Park and the City's stage and bounce houses needed for event activities. They will be providing their own entertainment and sound system needs. A Special Event Application has been submitted and reviewed by the Special Event Committee, and additional details regarding event logistics and requirements are provided in the attached materials.

FISCAL IMPACT

Fees that would have been credited to the General Fund will not be collected if the fee waiver is granted. The City's adopted fee schedule includes the following approximate fees, which are applicable to this request:

Special Event Application Fee	\$ 138.00
Laguna Grande Park Rental Fee	\$ 121.00
Bounce House	\$ 34.00
Park Deposit	\$ 198.00
Insurance	\$ 122.00
Police Fee (Two Officers)	\$ 492.60
<u>Public Works Fees</u>	<u>\$4,678.00</u>
TOTAL	\$5,783.00

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. Action Council - Building Healthy Community - Sickle Cell Awareness Walk & Community Health & Education Fair- Special Event Application 2026
2. Fee Waiver Request - Action Council - Building Healthy Communities - Sickle Cell Awareness Walk & Community Health & Education Fair 2026
3. Action Council - Building Healthy Communities -Sickle Cell Awareness Walk & Community Health & Education Fair - Map 2026
4. 501(c)(3) Information - Action Council - Building Healthy Communities

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**SEASIDE
CALIFORNIA**

Special Event Application

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

Date:

Dear Event Sponsor:

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

Effective July 01, 2026 a \$138.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Dan Meewis
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6821
Email: dmeewis@ci.seaside.ca.us



**SEASIDE
CALIFORNIA**

Special Event Application

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

CONTACT INFORMATION:

Organization: Building Healthy Communities
Name of Applicant: Rosalyn Green
Address: PO Box 327 City: Seaside State: CA
Phone: 831 901 9180 Email: mblackcaucus@actioncouncil.org
cc: rosalyngbc@actioncouncil.org
Day of Event Contact Name and Phone: 09-19-2026

EVENT INFORMATION:

Event Title: Sickle Cell Awareness

Event Category:

- ☐ Athletic / Recreation ☐ Concert / Performance ☐ Circus
☐ Celebration / Festival ☐ Parade / March / Procession ☐ Dance
☐ Carnival ☒ Other: Community Health Awareness Education

Event Date and Time: 09/19/26 11am-5pm
Setup: 10am Event Start: 11am Event End: 5pm Clean up: 5pm-6pm

Event Location: Walk from DSS → Fremont → Hilby → DMV Parking Lot

EVENT DESCRIPTION:

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

1st Annual Sickle Cell Awareness Walk from MCDSS to Fremont to Hilby turning right ending at DMV Parking Lot with an Education Resource Fair at Laguna Grande Park to include Live Entertainment and activities for community.

Number of Participants: 200 Event Benefiting: _____

Federal ID # (if applicable): _____



SEASIDE CALIFORNIA

Special Event Application

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

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

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

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

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

How will the event be advertised and promoted? website, social media,
community calendar, televised, education institutions -
CSUMB, MJC MPUSD etc.
Signs posted: _____

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

☒ P.A. System	☐ Generator(s)	☒ Amplified sound / music
☐ Booths	☐ Bleachers	☐ Cooking fuel
☐ Tents	☐ Banners	☒ Barricades
☐ Other: <u>Stage</u>		

Will the event include music or live performances? ☒ Yes ☐ No

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

Do you intend to sell food or beverage? ☐ Yes ☒ No

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

Do you intend to sell other merchandise? ☐ Yes ☒ No

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

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served? ☐ Yes ☒ No

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



**SEASIDE
CALIFORNIA**

Special Event Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

Parking arrangements: _____

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

NON profit, Grassroot organizations along with
SPD

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

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

Public works, Police

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

Other pertinent information or special requests: _____

APPLICANT AGREEMENT

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



SEASIDE
CALIFORNIA

Special Event Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

Applicant Signature: _____

Rosalyn G. Lee

Date: 07/20/26



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

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

SPECIFIC EVENT CONDITIONS OF APPROVAL

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

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

PROVISIONS

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

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

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

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

Applicant Signature: Rosalyn Gresh

Date: 07/20/24



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

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

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

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

Applicant Signature: Ronald G. Green

Date: 7.20.26

(For Office Use Only)

Authorization

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

Comments: _____



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Building Healthy Communities
Name of Applicant: Rosalyn Green
Address: PO Box 327 City: Seaside State: CA
Phone: 831 901 9180 Email: mblackcaucus@actioncouncil.org
rosalynbhc@actioncouncil.org

EVENT INFORMATION:

Event Title: Sickle Cell Awareness
Event Description: 1st Annual SCA walk, education and resource fair
Event Date: 9/19/26 Room(s) Requested: Laguna Grande Park
Time (including set-up): 11am - 5pm Approximate Number of Guests: open to the public

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Bringing awareness to sickle cell disease and its impact on our community (Fee Waiver + Co-sponsorship)
Have you received a Fee Waiver in the past? ☒ Yes, the event was on 6/13/26 ☐ No
What is your organization's tax identification number? 77-0357101
What percentage of your members or participants resides in Seaside? 80%
Is your organization based in Seaside? ☒ Yes ☐ No
Is your organization able to provide liability insurance? ☐ Yes ☒ No
Will alcohol be served or sold at your event? ☐ Yes ☒ No

Applicant Signature: Rosalyn Green

Date: 7.20.26

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



SEASIDE CALIFORNIA

Parks and Picnics Facility Use Request Form

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

CONTACT INFORMATION:

Name of Applicant: Action / Building Healthy Communities

Rosalyn Green Address: PO Box 327 City: Seaside Zip: 93955

Phone: 831 901 9180 Email: mblackcaucus@actioncouncil.org

☒ Resident

☐ Non-Resident

Organization: _____

FACILITY RESERVATION:

Intended Use/Activity: Sickle Cell Awareness Resource Education Fall

Reservation Date(s): 9/19/20 Times: (Available 8 AM-Dusk) 10am - 6pm

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

(Dusk)

Soper

☐ BBQ Area 1

☐ BBQ Area 2

☐ BBQ Area 3

☐ Large BBQ Area

☐ Entire BBQ Areas

Laguna Grande Park

☐ Lakeside BBQ Area 1

☐ Lakeside BBQ Area 2

☒ Entire Lakeside BBQ Areas

☐ Eucalyptus BBQ Area

☐ Hillside BBQ Area 1

☐ Hillside BBQ Area 2

☐ Hillside BBQ Area 3

☐ Hillside BBQ Area 4

☐ Hillside BBQ Area 5

☐ Hillside BBQ Area 6

Other

☐ Metz BBQ Area

☐ Ellis Park BBQ Area

☐ Robert's Lake

☐ City Hall Lawn

Do you intend to play music? (No amplified, live music, or bands allowed)

☒ Yes

☐ No

Do you intend to use the BBQ pits?

☐ Yes

☒ No

☒ Bounce House (additional fee)

Estimated Attendance: 200

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____ Date: _____

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



**SEASIDE
CALIFORNIA**

Parks and Picnics Facility Use Request Form

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

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

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

Initials: _____

Food Sales and Prohibited Goods & Materials:

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

Initials: _____

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

NOTE: All Park Rental Fees Are Non-Refundable

75% of cleaning deposits will be refunded within 14 -21 working days after use of facility.

The remaining 25% of the deposit will be kept in the Janitorial/Maintenance account.

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

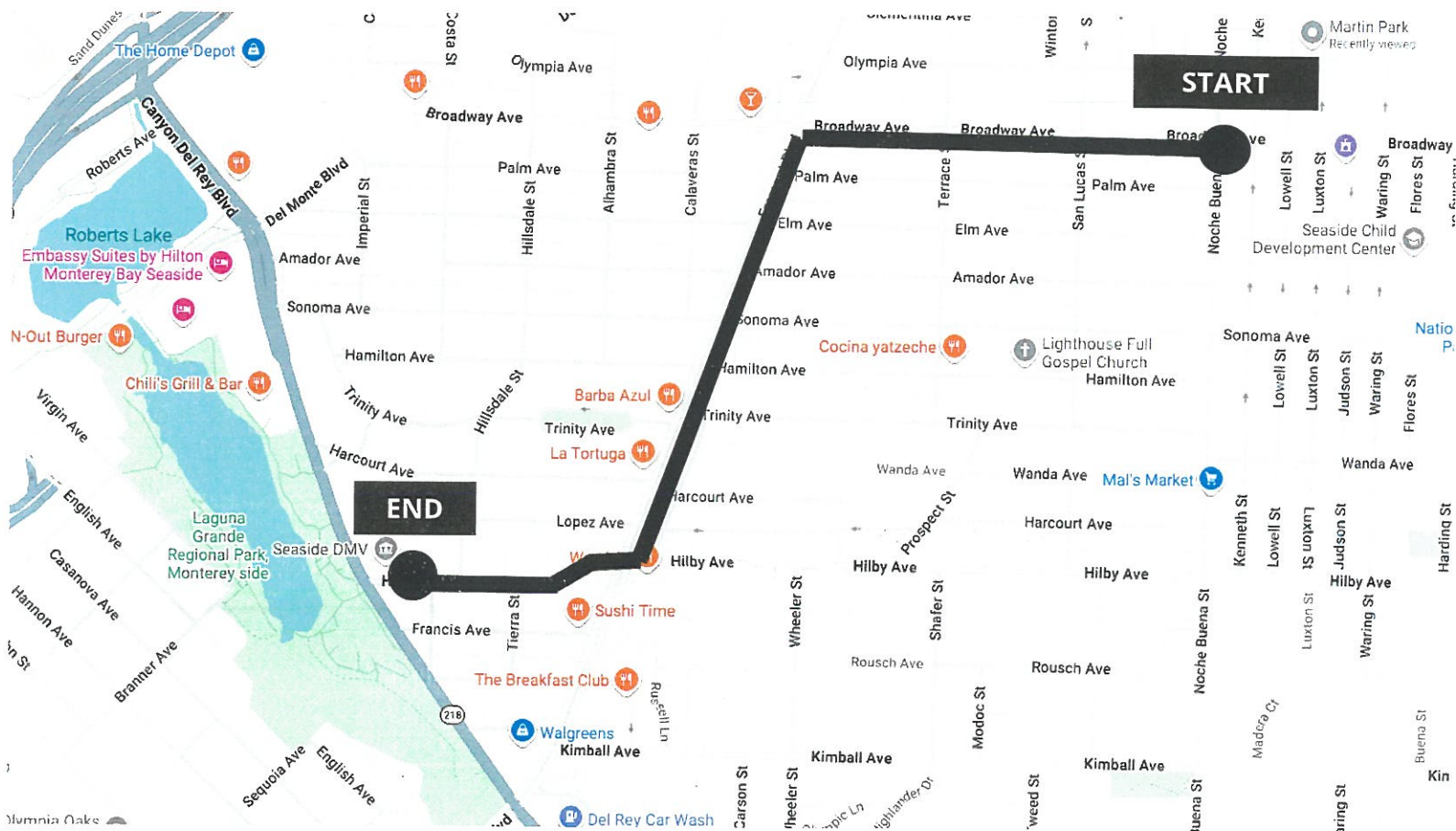
Signature of Applicant: _____

Rosalyn G. [Signature]

Date: _____

7.21.26

Broadway (McDSS office) to Fremont
 Fremont to Hilby
 Hilby to DMV Parking lot



Internal Revenue Service

Date: August 7, 2004

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

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

Person to Contact:

S. Katherine Converse 31-07823
Customer Service Specialist

Toll Free Telephone Number:

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

Fax Number:

513-263-3756

Federal Identification Number:

77-0357101

Dear Sir or Madam:

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

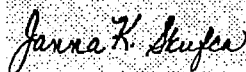
In May 1994 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

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

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

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

Sincerely,



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

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

DEPARTMENT OF THE TREASURY

Date:

DEC 14 1999

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

Employer Identification Number:
77-0357101

DLN:

17053303709019

Contact Person:

REBECCA S BOWDEN

ID# 31183

Contact Telephone Number:

(877) 829-5500

Our Letter Dated:

May 1995

Addendum Applies:

No

Dear Applicant:

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

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

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

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

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

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

Sincerely yours,

Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

Letter 1050 (DO/CG)

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

DEPARTMENT OF THE TREASURY

Date: **MAY 27 1994**

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

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

Dear Applicant:

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

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

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

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

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

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

Letter 1045 (DO/CG)

HUMAN SERVICES CHARITABLE COUNCIL

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

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

As of January 1, 1984, you are liable for social securities taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

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

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

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We

Letter 1045 (DO/CG)

HUMAN SERVICES CHARITABLE COUNCIL

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

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

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

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

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

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

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

Sincerely yours,



Richard R. Orosco
District Director

Letter 1045 (DO/CG)

State of California

SECRETARY OF STATE

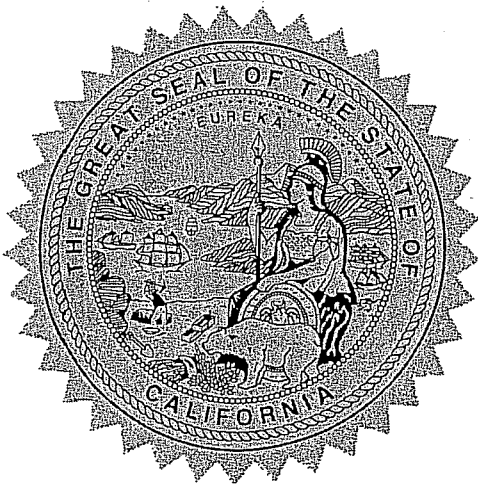
CORPORATION DIVISION

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

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

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

OCT - 3 1996



Bill Jones

Secretary of State

**CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION**

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

SEP 26 1996


BILL JONES, Secretary of State

The undersigned certify that:

1. They are the president and the secretary, respectively, of Human Services Charitable Council of Monterey County, a California corporation.
2. Article One of the Articles of Incorporation of this corporation is amended to read as follows:

The name of this corporation is:

Charitable Council of Monterey County.

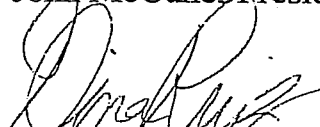
3. The foregoing amendment of Article of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of the members.

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

DATE: 09/12/96



John McCune, President



Dina Ruiz, Secretary



STATE OF CALIFORNIA

FRANCHISE TAX BOARD

P.O. BOX 1286

RANCHO CORDOVA, CA. 95741-1286

February 7, 1994

In reply refer to
340:G :JCA

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

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

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

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

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

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

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

February 7, 1994

HUMAN SERVICES CHARITABLE COUNCIL OF

Page 2

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

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

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

J AMAYA

EXEMPT ORGANIZATION UNIT

CORPORATION AUDIT SECTION

Telephone (916) 369-4171

EO :

cc: MARIE YOUNG