



AMENDED A G E N D A

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, September 17, 2026
5:00 PM

Virtual Participation Guide: <https://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>
<https://www.youtube.com/c/CityofSeasideCalifornia> | <https://ci-seaside-ca-us.zoom.us/j/83380305675>

| **WEBINAR ID:** 83380305675 | (669) 900-9128

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

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

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.

4. INVOCATION AND PLEDGE OF ALLEGIANCE

5. 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).

6. 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.

7. 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

8. PRESENTATIONS

A. RECEIVE A PRESENTATION FROM THE HOUSING RESOURCE CENTER OF MONTEREY COUNTY (JONATHAN AHMADI, BOARD OF DIRECTORS & CATHERINE STIHLE, EXECUTIVE DIRECTOR)

RECOMMENDATION: Enter your recommendation as the motion/action you want the Council to take; start with an action word.

B. RECEIVE A PRESENTATION FROM EVERYONE'S HARVEST ON THE 25/26 COMMUNITY SOCIAL SERVICES GRANT PROGRAM

C. RECEIVE A PRESENTATION FROM GREATER VICTORY TEMPLE CHURCH ON THE 25/26 COMMUNITY SOCIAL SERVICES GRANT PROGRAM

D. RECEIVE A PRESENTATION FROM FRIENDS OF SEASIDE PARKS ASSOCIATION ON THE 25/26 COMMUNITY SOCIAL SERVICES GRANT PROGRAM

9. CONSENT AGENDA

A. APPROVE MINUTES FROM SEPTEMBER 3, 2026

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE PROCLAMATION RECOGNIZING OCTOBER 2026 AS NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH IN THE CITY OF SEASIDE

RECOMMENDATION: Approve a proclamation recognizing October 2026 as National Disability Employment Awareness Month in the City of Seaside.

C. APPROVE A PROCLAMATION RECOGNIZING THE MONTH OF OCTOBER 2026 AS NATIONAL BREAST CANCER AWARENESS MONTH IN THE CITY OF SEASIDE

RECOMMENDATION: Approve a proclamation recognizing the Month of October 2026 as National Breast Cancer Awareness month in the City of Seaside.

D. APPROVE A PROCLAMATION RECOGNIZING OCTOBER 4-10, 2026, AS FIRE PREVENTION WEEK IN THE CITY OF SEASIDE

RECOMMENDATION: Approve proclamation.

E. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM MONTEREY CONDORS CLUB TO ASSIST WITH THE COSTS ASSOCIATED WITH THEIR SOCCER PROGRAMS

RECOMMENDATION: Approve the request.

- F. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM SEASIDE POLICE ACTIVITIES LEAGUE TO ASSIST WITH THE COSTS ASSOCIATED WITH EXPENSES RELATED TO THEIR SPORTS PROGRAMS**

RECOMMENDATION: Approve the request.

- G. APPROVE A FEE WAIVER REQUEST FROM NARCOTICS ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL AND KITCHEN FOR A WOMEN'S BRUNCH ON APRIL 10, 2027, IN THE AMOUNT OF \$562.50**

RECOMMENDATION: Approve the request.

- H. APPROVE A FEE WAIVER REQUEST FROM SEASIDE HIGH SCHOOL FOR COSTS ASSOCIATED WITH THE ANNUAL HOMECOMING PARADE ON OCTOBER 23, 2026, IN THE AMOUNT OF \$1,112.00**

RECOMMENDATION: Approve the request.

- I. APPROVE A FEE WAIVER FROM SARANGSAM PRISON MINISTRY FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR 8TH ANNUAL MUSIC FESTIVAL ON OCTOBER 2, 2026, AND OCTOBER 3, 2026, IN THE AMOUNT OF \$3,894.00**

RECOMMENDATION: Approve the fee waiver.

- J. APPROVE TAC RECOMMENDATION TO DENY PERMIT PARKING AT 1280 FREMONT**

RECOMMENDATION: Approve TAC recommendation to keep the 2 hour parking at 1280 Fremont.

- K. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPTION AGREEMENT FOR EV CHARGING SERVICES SITE LICENSE AT PARKING LOT 1 FOR THE PURPOSE OF INSTALLING AND OPERATING DIRECT CURRENT FAST CHARGING INFRASTRUCTURE**

RECOMMENDATION: Approve the Option Agreement for Site Lease.

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

RECOMMENDATION: Approve the agreement.

- M. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF BROADWAY AVENUE FROM ALHAMBRA TO CALAVERAS STREET FOR THE SEASIDE**

STARS 5TH ANNUAL UNVEILING EVENT ON SATURDAY, OCTOBER 10, 2026

RECOMMENDATION: Adopt a resolution authorizing the street closure for the Seaside Stars unveiling event.

N. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF YOSEMITE STREET, BETWEEN BROADWAY AVENUE AND MENDOCINO STREET, ON OCTOBER 3, 2026 FOR SEASIDE FIRE DEPARTMENT'S ANNUAL COMMUNITY PUBLIC EDUCATION OPEN HOUSE

RECOMMENDATION: Adopt a resolution approving closure of Yosemite Street, between Broadway Avenue and Mendocino Street on October 3, 2026, from 7:00 a.m. - 4:00 p.m. for the Fire Department's annual public education open house.

O. ADOPT A RESOLUTION APPROVING THE SPECIFICATIONS FOR THE TREE MAINTENANCE ON-CALL CONTRACT; AWARDING CONSTRUCTION CONTRACTS TO THE THREE LOWEST RESPONSIVE, RESPONSIBLE BIDDERS, WEST COAST ARBORISTS, INC., TOPE'S TREE SERVICE, INC., AND DAVEY TREE EXPERT COMPANY; AND AUTHORIZING AN ANNUAL NOT-TO-EXCEED FUNDING LIMIT OF \$100,000.00

RECOMMENDATION: Approve contracts.

P. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL ADVISOR AGREEMENT WITH NHA ADVISORS, LLC, FOR MUNICIPAL ADVISORY SERVICES WITH A NOT TO EXCEED AMOUNT OF \$31,500.00

RECOMMENDATION: Authorize the City Manager to enter into an agreement with NHA Advisors, LLC as attached.

Q. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT WITH THE DEPARTMENT OF THE ARMY FOR PFAS SOIL TESTING AT CAMPUS TOWN PHASE 1B AND NURSES' BARRACKS

RECOMMENDATION: Authorize City Manager to execute the agreement.

10. PUBLIC HEARING

A. ADOPT A RESOLUTION APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2025-2026

B. AN APPEAL OF THE PLANNING COMMISSION'S APPROVAL OF ARCHITECTURAL REVIEW APPLICATION NO. AR-2026-002 AND MINOR USE PERMIT NO. MUP-2026-001 FOR A SECOND-STORY ADDITION TO AN EXISTING ONE-STORY SINGLE-FAMILY DWELLING, INCLUDING A 337 SQUARE FOOT DECK ABOVE A RELOCATED ZERO-LOT-LINE 391 SQUARE FOOT GARAGE AND A 234 SQUARE FOOT BALCONY, LOCATED

IN THE SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (RS-8) AT 1828 YOSEMITE STREET (APN 012-621-034).

RECOMMENDATION: Adopt a resolution upholding the Planning Commission's approval of Architectural Review Application No. AR-2026-002 and Minor Use Permit No. MUP-2026-001.

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

RECOMMENDATION: Introduce the attached Ordinance for adoption at the next City Council meeting.

11. BUSINESS ITEMS

A. RECEIVE A PRESENTATION ON THE SAN PABLO PEDESTRIAN BRIDGE TYPE SELECTION REPORT AND APPROVE THE CONCEPT DESIGN FOR THE PROJECT

RECOMMENDATION: Approve the design of the "Connector" bridge superstructure with timber decking, "galvanized & paint" coating option, with new CIDH foundation.

12. COUNCIL MEMBER REQUESTS

13. 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.

14. 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, and Seaside
Managers Employee Association

**B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE
54956.9 ONE MATTER OF EXISTING LITIGATION**

Case Name: Landwatch et al. v. City of Seaside
Case Number: Monterey County Superior Court 24CV002483/
6th District Court of Appeal Case Number currently unassigned

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

Two potential matters

15. ADJOURNMENT

Next Regularly Scheduled Meeting:
October 1, 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, September 3, 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, Oglesy, Pacheco
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

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

4. REVIEW OF AGENDA

Closed Session Item 12A – Two Potential Matters (of Litigation) was removed from the agenda.

5. PUBLIC COMMENT

Susan Schiavone and Nina Bey.

6. PUBLIC AGENCY COMMUNICATIONS

Josh Stratton, California American Water Coastal Division External Affairs Lead, provided an overview of the company's updated Emergency Response Plan and emphasized continued coordination with City and County staff during emergencies.

A. SEASIDE HIGH QUARTERLY REPORT (PRINCIPAL, ANDREW AGUINIGA)

Principal Andrew Aguiniga and Seaside High School students Alex Montes and Zadi Meltes provided the school's quarterly update. Students highlighted dual enrollment opportunities, including 225 enrollments across 15 additional courses, as well as student recognition through the Seal of Biliteracy and Seal of Civic Engagement. The presentation also highlighted internships, First Friday activities, freshman orientation, the club fair, athletics, the newly launched MIND Academy (Math, Innovation, Networking and Design), and Seaside High School's recognition as a PBIS Platinum school.

The school also reviewed its 'Academies for All' concept, which is intended to connect every student with an academy pathway and provide college and career preparation through internships, dual enrollment, civic engagement and other resume-building opportunities. Principal Aguiniga also announced plans for a

Seaside Youth Council for students in grades 8 through 11 to support youth-led research, problem solving and collaboration with the school district, City and community partners. Councilmembers discussed PBIS, college-transfer pathways, student leadership and opportunities for City collaboration, and thanked the students and staff for the presentation.

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

The Seaside City News broadcast highlighted upcoming events and community programs, including:

- The 19th Seaside Artist Tour on September 5 and 6
- Monterey Bay F.C. Hispanic Heritage Night on September 5
- Monterey County Pops Labor Day Concert on the City Hall lawn on September 7
- September 11 Remembrance Ceremony
- Palenke Arts Immigrant Voices concert on September 12
- Coastal Cleanup Day on September 19
- Sickie Cell Awareness Walk on September 19
- Neighborhood Improvement Commission's citywide community cleanup on September 26
- 6th Annual Oaxaca by the Sea celebration on September 27

The broadcast also announced that applications for the 2026/2027 Digital Divide Grant Program are open through October 30, with eligible public schools and school districts able to apply for up to \$100,000 and nonprofit community-based organizations for up to \$50,000.

The City News also announced that Seaside was awarded \$2.23 million in Regional Surface Transportation Program funding for traffic and safety improvements near Seaside Middle School, focusing on Coe Avenue and General Jim Moore Boulevard. Preliminary concepts include evaluating roundabout configurations, enhanced pedestrian crossings and other improvements intended to improve traffic flow and safety for students, families, pedestrians, bicyclists and drivers. The City Manager highlighted the transportation award, thanked Public Works and supporting departments, and invited the community to Monterey Bay F.C. Hispanic Heritage Night, where a Hispanic Heritage Month proclamation and a Palenke Arts performance were planned for halftime.

7. PRESENTATIONS

A. PRESENT A RETIREMENT PLAQUE TO SENIOR MAINTENANCE & UTILITIES WORKER STEPHANIE PENAMANTE, IN APPRECIATION OF 24 YEARS OF DEDICATED SERVICE

Staff and the City Council recognized Senior Maintenance and Utility Worker Stephanie Penamante for 24 years of dedicated service to the City of Seaside.

Staff highlighted her leadership in the Parks Division, including supervising maintenance crews, participating in the planting of approximately 400 trees, conducting playground inspections, supporting Friends of Seaside Parks, and contributing to landscaping and beautification projects at City Hall, the library, Fire Station No. 1, Broadway Avenue and other City locations. Mayor Oglesby presented a proclamation and retirement plaque recognizing her service from April 2002 through September 11, 2026. Councilmembers expressed appreciation for her institutional knowledge, commitment to the community and lasting contributions to Seaside's parks and public spaces.

B. PRESENT A PROCLAMATION TO JACOB'S HEART CANCER SUPPORT SERVICES RECOGNIZING SEPTEMBER 2026, AS CHILDHOOD CANCER AWARENESS MONTH IN THE CITY OF SEASIDE

Mayor Oglesby presented a proclamation recognizing September 2026 as Childhood Cancer Awareness Month and honoring Jacob's Heart Children's Cancer Support Services. Daniela Naya, Director of Family Programs, explained that Jacob's Heart supports families throughout Monterey, Santa Cruz, San Benito and Santa Clara counties with services provided at no cost, including groceries and essential goods, transportation to medical appointments, direct financial assistance, counseling and family support. Naya described the organization's grocery-delivery and transportation programs and emphasized that childhood cancer affects the entire family, not only the child receiving treatment. She also invited the Council and community to a September 24 mixer at the Jacob's Heart center. Councilmembers thanked the organization for helping families remain connected to food, medical care and emotional support during treatment and recovery.

C. RECEIVE A PRESENTATION FROM SUN STREET CENTERS ON THE 25/26 COMMUNITY SOCIAL SERVICES GRANT PROGRAM

Sun Street Centers reported serving 987 Seaside residents from October 2025 through June 2026, with participation increasing each quarter. Staff described 85 STEPS after-school youth leadership meetings engaging 32 Seaside High School students, 14 community outreach/tabling events, and 29 prevention presentations, workshops and trainings addressing vaping, marijuana, alcohol, prescription drugs, tobacco, bullying prevention and life skills. The presentation also reviewed the Road to Success pre-diversion program, which uses individualized case management, community service and pro-social activities to help first-time youth offenders avoid school expulsion and entry into the juvenile justice system; 28 youth were served and 15 completed the program during the reporting period.

STEPS youth participant Star Hernandez described how the program helped her develop leadership skills, build her resume, prepare for college and scholarships, and provide peer-to-peer substance-use prevention education. Council discussion

addressed youth vaping and alcohol trends, the use of anonymous focus groups and post-presentation surveys to shape outreach, parent education, community partnerships and the Community Accountability Board process. Sun Street Centers also highlighted its collaboration with Seaside schools and community partners and its Spanish-language Parents Creating Solutions group.

D. RECEIVE A PRESENTATION FROM THE VILLAGE PROJECT, INC. FOR THE 25/26 COMMUNITY SOCIAL SERVICES GRANT PROGRAM

The Village Project co-founder Mel Mason reviewed the organization's youth services and the impact of funding changes following Proposition 1. Mason explained that the organization lost approximately \$91,000 in Monterey County Behavioral Health funding for its after-school academy and, as a result, made the difficult decision to end its youth intervention program on June 30, 2026 and focus future City grant support on the Macy Johnson After-School Academy and literacy needs. He emphasized the serious reading challenges faced by some participating students and the organization's continued commitment to academic support.

Mr. Mason reported that 96 youth participated during the final year of the youth intervention program, including 61 returning participants and 35 new participants. The program provided mentoring, educational and cultural outings, relationship building and support intended to prevent violence and strengthen youth and family connections. Council discussion focused on the loss of behavioral health funding, literacy support, the future of the intervention program and possible opportunities to seek other funding sources. Mr. Mason stated that The Village Project has not given up on restoring aspects of the program and continues to explore funding that could support similar outcomes for Seaside youth.

E. RECEIVE A PRESENTATION FROM ACTION COUNCIL OF MONTEREY COUNTY ON THE 25/26 COMMUNITY SOCIAL SERVICES GRANT PROGRAM

Action Council of Monterey County staff and youth representatives presented an update on the Seaside Rising Youth Leadership Academy. The eight-session academy is designed to build youth leadership and civic engagement through workshops, discussions, creative activities, healing spaces, advocacy, mentorship and community service. Youth representatives described the program as a place for community connection and personal growth and shared examples of participating in community events, cleanups and civic-education activities.

The program reported reaching more than 1,000 youth ages 7 to 24 through outreach, mentorship, workshops, events and community programming; leading, co-leading or participating in 82 events and workshops; and collaborating with more than 55 schools, organizations, agencies and community leaders. Staff described a leadership pipeline that begins with younger students and continues

through high school, college, career and peer mentoring. All participating high school seniors graduated, with graduates continuing to receive support with college applications, employment, career pathways, references and mentorship. Program highlights included political and civic education, advocacy at the State Capitol, community service with Friends of Seaside Parks, college and career readiness, exposure to STEM and emerging technologies, and intergenerational mentoring.

8. CONSENT AGENDA

Items 8I and 8J were pulled from the consent agenda for separate discussion. Public comment was received.

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

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM AUGUST 20, 2026

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED & FILED

D. APPROVE A PROCLAMATION DESIGNATING SEPTEMBER 21 TO SEPTEMBER 25, 2026, AS STORMWATER AWARENESS WEEK IN THE CITY OF SEASIDE

ACTION: APPROVED

E. APPROVE A PROCLAMATION RECOGNIZING SEPTEMBER 17, 2026, AS CONSTITUTION AND CITIZENSHIP DAY IN THE CITY OF SEASIDE

ACTION: APPROVED

F. APPROVE A PROCLAMATION RECOGNIZING SEPTEMBER 15 THROUGH OCTOBER 15, 2026, AS NATIONAL HISPANIC HERITAGE MONTH IN THE CITY OF SEASIDE

ACTION: APPROVED

G. APPROVE CO-SPONSORSHIP AND FEE WAIVER FROM ACTION COUNCIL "BUILDING HEALTHY COMMUNITIES" FOR COSTS ASSOCIATED WITH THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR ANNUAL "SEASIDE YOUTH LEADERSHIP SUMMIT" ON SATURDAY, DECEMBER 19, 2026, IN THE AMOUNT OF \$393.75

ACTION: APPROVED

H. ADOPT A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE SEASIDE PUBLIC SAFETY MANAGEMENT ASSOCIATION

ACTION: ADOPTED RESO #26-86

I. ADOPT A RESOLUTION AUTHORIZING AN APPLICATION FOR UP TO \$500,000.00 IN CALRECYCLE GRANT FUNDING FOR CLEANUP AND ILLEGAL DUMPING PREVENTION AT 100 GIGLING ROAD

Staff explained that the grant would support site security and cleanup at the "Hammerhead" facilities, including fencing, removal of existing debris and safety hazards, and measures to reduce illegal dumping while the site awaits future demolition. Public comment: None.

On motion by Council/Agency Member Miller and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to authorized staff to apply for grant.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #26-87

J. ADOPT A RESOLUTION DESIGNATING CITY HALL, OLDEMEYER COMMUNITY CENTER, AND PATTULLO SWIM CENTER AND THEIR ASSOCIATED GROUNDS AS RECREATIONAL AREAS

Staff explained that the designation identifies the listed properties as functional turf used for recreational and community purposes under state water-use requirements. 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 designate City Hall, Oldemeyer Community Center, And Pattullo Swim Center and their associated grounds as recreational areas.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED #26-88

9. BUSINESS ITEMS

A. RECEIVE AN ECONOMIC DEVELOPMENT PROGRESS UPDATE AND PROVIDE DIRECTION TO STAFF, AS APPROPRIATE

Administrative Analyst II Laura Calata presented an economic development update covering retail demand, visitor and market data, commercial vacancies, new and prospective businesses, business outreach, partnerships, Opportunity Zones 2.0, and ongoing development projects. Staff reported approximately \$238 million in unmet retail/service demand and discussed strategies to retain local spending and support brick-and-mortar businesses.

The presentation also highlighted partnerships with Monterey Bay F.C., Retail Strategies, and See Monterey, as well as continued work on Campus Town, Main Gate, and the Seaside Grand Hyatt Hotel and Resort. Council discussion addressed water availability, retail recruitment, vacancy reduction, economic data, local business support, visitor dwell time, and development strategy.

Council direction was for the Economic Development Department to continue the activities presented while working with the Seaside Jobs Commission on a formal five-year economic development plan aligned with the General Plan. Public comment: None.

ACTION: RECEIVED; DIRECTION PROVIDED

B. ADOPT A RESOLUTION AUTHORIZING THE SURPLUS OF A 2004 PIERCE HAWK MODEL TYPE III FIRE ENGINE AND DONATION OF FIRE ENGINE TO THE MONTEREY PENINSULA COLLEGE FIRE ACADEMY

Fire Chief Paul Blaha reported that the engine has served the City for more than two decades and was recently replaced. Donation to the Monterey Peninsula College Fire Academy will provide students with hands-on wildland firefighting and apparatus training while reducing City maintenance and future repair costs. 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 roll vote, the City Council/Successor Agency moved to authorize the surplus of a 2004 Pierce Hawk Model Type III Fire Engine and donation of Fire Engine to the Monterey Peninsula College Fire Academy.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED #26-89

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None.

B. FOLLOW UP ON PREVIOUS REQUESTS

The City Manager advised that a presentation on cannabis agreements would be provided at the September 17, 2026 City Council meeting in response to a previous request from Mayor Pro Tem Pacheco.

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

Reports provided.

12. CLOSED SESSION

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

Two potential matters.
This item was removed from the agenda. No closed session was held.

13. ADJOURNMENT

With no further business, the meeting was adjourned at 9:29 p.m. The next regular meeting was announced for September 17, 2026 at 5:00 p.m.

Respectfully submitted,

Greg McDanel, Ex Officio City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: September 17, 2026

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING OCTOBER 2026 AS
NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH IN
THE CITY OF SEASIDE**

RECOMMENDATION

Approve a proclamation recognizing October 2026 as National Disability Employment Awareness Month in the City of Seaside.

BACKGROUND

The purpose of National Disability Employment Awareness Month is to educate the public about disability employment issues and celebrate the many and varied contributions of America's workers with disabilities. The 2026 theme, "Celebrating Value and Talent," recognizes the skills, talents, and contributions of workers with disabilities and their important role in workplaces, communities, and the nation's economy.

The history of National Disability Employment Awareness Month traces back to 1945, when Congress enacted a law declaring the first week in October each year "National Employ the Physically Handicapped Week." In 1962, the word "physically" was removed to acknowledge the employment needs and contributions of individuals with all types of disabilities. In 1988, Congress expanded the observance from one week to a month and changed the name to National Disability Employment Awareness Month.

Today, National Disability Employment Awareness Month is observed each October to recognize the contributions of workers with disabilities and promote inclusive employment practices and equitable opportunities in the workplace. The observance encourages employers and communities to recognize the value and talent that individuals with disabilities bring to the workforce while continuing efforts to remove

barriers to employment and workplace participation.

Recognizing National Disability Employment Awareness Month through an official proclamation demonstrates the City of Seaside's commitment to fostering an inclusive community, promoting equal employment opportunities, and recognizing the talents and contributions of individuals with disabilities.

FISCAL IMPACT

None.

STRATEGIC PRIORITY

Community Safety & Quality of Life

ATTACHMENTS

1. Proclamation

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

City of Seaside PROCLAMATION



National Disability Employment Awareness Month October 2026

WHEREAS, October 2026 is recognized as National Disability Employment Awareness Month, an annual observance celebrating the contributions of workers with disabilities and promoting inclusive employment practices; and

WHEREAS, the purpose of National Disability Employment Awareness Month is to educate the public about disability employment issues and celebrate the many and varied contributions of America's workers with disabilities; and

WHEREAS, the 2026 theme, "Celebrating Value and Talent," recognizes the skills, talents, and contributions of workers with disabilities and their important role in workplaces, communities, and the nation's economy; and

WHEREAS, the history of National Disability Employment Awareness Month traces back to 1945, when Congress enacted a law declaring the first week in October each year "National Employ the Physically Handicapped Week;" and

WHEREAS, in 1962, the word "physically" was removed to acknowledge the employment needs and contributions of individuals with all types of disabilities; and

WHEREAS, in 1988, Congress expanded the observance from one week to a month and changed the name to National Disability Employment Awareness Month; and

WHEREAS, National Disability Employment Awareness Month is observed each October to recognize the contributions of workers with disabilities, promote equitable opportunities in the workplace, and continue efforts to remove barriers to employment and workplace participation; and

WHEREAS, the City of Seaside is committed to fostering an inclusive community, promoting equal employment opportunities, and recognizing the value and talent that individuals with disabilities bring to the workforce; and

WHEREAS, the City of Seaside encourages employers, schools, community organizations, and residents to recognize National Disability Employment Awareness Month through appropriate programs and activities that support access, opportunity, inclusion, and full participation for individuals with disabilities; 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 October 2026 as National Disability Employment Awareness Month in the City of Seaside and call upon our community to celebrate the value and talent of workers with disabilities and to advance inclusive and equitable employment opportunities for all.

Ian N. Oglesby, Mayor

September 17, 2026 Packet Page 18



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: September 17, 2026

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING THE MONTH OF
OCTOBER 2026 AS NATIONAL BREAST CANCER AWARENESS
MONTH IN THE CITY OF SEASIDE**

RECOMMENDATION

Approve a proclamation recognizing the Month of October 2026 as National Breast Cancer Awareness month in the City of Seaside.

BACKGROUND

National Breast Cancer Awareness Month is observed annually throughout October to raise awareness about breast cancer, promote the importance of early detection and screening, support those affected by the disease, and recognize survivors. The observance also honors the memory of those who have lost their lives to breast cancer and acknowledges the families, caregivers, healthcare professionals, and advocates who provide support to those impacted by the disease.

Breast cancer remains one of the most commonly diagnosed cancers in the United States. Early detection and advances in treatment have contributed to improved outcomes, making education about breast health, individual risk factors, and appropriate screenings an important component of breast cancer awareness and prevention efforts.

The City of Seaside is committed to promoting the health and wellness of its residents. Recognizing National Breast Cancer Awareness Month provides an opportunity to encourage community members to become informed about breast cancer, understand their individual risk, consult with their healthcare providers regarding appropriate screenings, and support individuals and families affected by the disease.

Throughout October, communities across the country participate in educational programs, awareness campaigns, fundraising activities, and other events designed to promote breast cancer awareness and support continued research. The pink ribbon has become a widely recognized symbol of breast cancer awareness and represents hope, strength, remembrance, and solidarity with those affected by breast cancer.

Recognizing October 2026 as National Breast Cancer Awareness Month through an official proclamation demonstrates the City of Seaside's continued commitment to community health and wellness, raises awareness about the importance of early detection, and honors survivors, those currently undergoing treatment, and those whose lives have been lost to breast cancer.

FISCAL IMPACT

None.

STRATEGIC PRIORITY

Community Safety & Quality of Life

ATTACHMENTS

1. National Breast Cancer Awareness Month Proclamation

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

CITY OF SEASIDE PROCLAMATION



NATIONAL BREAST CANCER AWARENESS MONTH October 2026

WHEREAS, *National Breast Cancer Awareness Month is observed annually throughout October to raise awareness about breast cancer, promote the importance of early detection and screening, support those affected by the disease, and recognize survivors; and*

WHEREAS, *this observance also honors the memory of those who have lost their lives to breast cancer and recognizes the families, caregivers, healthcare professionals, and advocates who support those impacted by the disease; and*

WHEREAS, *breast cancer remains one of the most commonly diagnosed cancers in the United States, and early detection and advances in treatment have contributed to improved outcomes; and*

WHEREAS, *education about breast health, individual risk factors, and appropriate screenings is an important part of breast cancer awareness and prevention efforts; and*

WHEREAS, *the City of Seaside is committed to promoting the health and wellness of its residents and encourages community members to become informed about breast cancer, understand their individual risk, and consult with their healthcare providers regarding appropriate screenings; and*

WHEREAS, *the pink ribbon is a widely recognized symbol of breast cancer awareness and represents hope, strength, remembrance, and solidarity with those affected by breast cancer.*

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 **October 2026 as National Breast Cancer Awareness Month**, and encourage our community to promote awareness, early detection, support for individuals and families affected by breast cancer, and continued commitment to community health and wellness.*

*Ian N. Oglesby, Mayor
September 17, 2026*



CITY OF SEASIDE STAFF REPORT

Item No.: 9.D.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Paul Blaha, Deputy Fire Chief

DATE: September 17, 2026

SUBJECT: APPROVE A PROCLAMATION RECOGNIZING OCTOBER 4-10, 2026, AS FIRE PREVENTION WEEK IN THE CITY OF SEASIDE

RECOMMENDATION

Approve proclamation.

BACKGROUND

Fire Prevention Week is the longest-running public health and safety observance on record in the United States. It is sponsored annually by the National Fire Protection Association (NFPA) and observed nationwide during the week of October 9 in commemoration of the Great Chicago Fire of 1871. Each year, NFPA selects a theme to raise awareness about specific fire safety practices. The 2026 theme, "Charge into Fire Safety: Safe Charging Is a Superpower," focuses on the safe use and charging of lithium-ion batteries commonly found in cell phones, tablets, laptops, power tools, e-bikes, scooters, and other everyday devices. The campaign encourages residents to use manufacturer-approved charging equipment, charge devices on hard, flat surfaces, and discontinue use of batteries or devices that show signs of overheating, swelling, smoke, or other damage.

The City of Seaside, through the Seaside Fire Department, actively participates in Fire Prevention Week by providing community outreach, school visits, and educational resources that promote fire safety and prevention. These activities strengthen public safety by reducing risks and encouraging preparedness among residents.

Recognizing Fire Prevention Week through an official proclamation demonstrates the City's continued commitment to public safety, supports the work of our fire

professionals, and encourages residents to practice safe charging habits and take personal responsibility for fire prevention in their homes.

FISCAL IMPACT

None.

STRATEGIC PRIORITY

Community Safety & Quality of Life

ATTACHMENTS

1. 2026 Fire Prevention Week Proclamation

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

City of Seaside PROCLAMATION



Fire Prevention Week

Commemorative Observance

WHEREAS, the City of Seaside is committed to ensuring the safety and security of all those living in and visiting; and

WHEREAS, Fire Prevention Week is observed worldwide during the first full week of October, commemorating the historic Great Chicago Fire of 1871; and

WHEREAS, the National Fire Protection Association (NFPA) has designated the 2026 theme as "Charge Into Fire Safety™: Safe Charging Is a Superpower," focusing on the critical need for safe habits when using and charging lithium-ion battery-powered devices; and

WHEREAS, rechargeable lithium-ion batteries power many everyday items—including phones, tablets, e-bikes, scooters, and tools—and can pose a serious fire hazard if damaged, overcharged, or charged on soft, heat-trapping surfaces; and

WHEREAS, public education, proper charging practices (such as using manufacturer-approved cords and hard, flat surfaces), and early warning awareness significantly reduce the risk of lithium-ion battery fires in our homes and community;

WHEREAS, lithium-ion batteries store a large amount of energy in a small space, and improper use such as overcharging, using off-brand chargers without safety certification, or exposing batteries to damage can result in fire or explosion; and

WHEREAS, the City of Seaside's first responders are dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, the 2026 Fire Prevention Week theme, "Charge into Fire Safety: Safe Charging is a Superpower," serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities.

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 **October 4-10, 2026, as Fire Prevention Week** in the City of Seaside and urge all citizens to participate in fire prevention activities at home and in their communities, work together to keep our city safe from fire hazards, and continue supporting our dedicated first responders.

Ian N. Oglesby, Mayor
September 17, 2026



CITY OF SEASIDE STAFF REPORT

Item No.: 9.E.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: September 17, 2026

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM MONTEREY CONDORS CLUB TO ASSIST WITH THE COSTS ASSOCIATED WITH THEIR SOCCER PROGRAMS

RECOMMENDATION

Approve the request.

BACKGROUND

Monterey Condors Club is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to assist with the costs of their soccer programs with equipment, uniforms, coaching education, and scholarships for families with financial need. The Club is a nonprofit multisport club with the mission of becoming a pillar to the youth of Monterey County. They are dedicated to supporting the youth in achieving their goals by providing education and training through their athletic programs and clinics. Their athletic programs have a diverse group of athletes of all profiles, origin, age, gender and competitive levels. Their soccer programs promote skills development, teamwork, leadership, and a healthy lifestyle in a safe and inclusive environment. They provide affordable access for underserved families. The program offers uniforms, equipment, and field access. They ensure that all children, regardless of financial means, can participate in a safe, structured, and supportive environment.

The Club provides clearly marked recycling bins for plastic bottles, aluminum cans, and cardboard. They encourage the use of reusable water bottles, and educate their players and families on the importance of keeping parks and athletic fields clean. These efforts help reduce landfill waste, promote responsible environmental stewardship among

youth and support a cleaner, healthier community.

Monterey Condor Club provides a community benefit by promoting affordable youth sports, promoting leadership, teamwork, and healthy lifestyles and representing Seaside in regional soccer competitions. They also encourage volunteerism, community engagement, and safe recreational opportunities for youth. They rely on a variety of fundraising efforts and community partnerships to keep participation affordable for local families.

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

- The Monterey Condor Club is a non-profit organization in Seaside.
- They serve 55% of Seaside youth ages 6–16.
- Their program contributes to environmental sustainability and climate resilience.
- Their program has a municipal community benefit.

They received their last donation at the September 18, 2025, City Council meeting. They submitted their 2025 Mayor's Youth Fund Closing Report within the 60-day time frame. Monterey Condors Club has received the Mayor's Youth Fund annually for their soccer programs since 2019.

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 \$53,879.79. If the City Council approves this request, the balance will decrease to \$50,879.79. 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 Monterey Condors Club 2026
 2. 501 (c)(3) Monterey Condors Club
 3. Mayor's Youth Fund Closing Report - Monterey Condors Club 2025
-

Reviewed for Submission to the City Council by:

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

Greg McDanel, City Manager



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 ($\geq 50\%$) 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 worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all participants regardless of 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.

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



SEASIDE CALIFORNIA

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

- 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 and 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.

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

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



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

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 funding request 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. Please return this completed form with necessary attachments to:

Dan Meewis
City of Seaside Recreation Services
440 Harcourt Avenue
Seaside, CA 93955



**SEASIDE
CALIFORNIA**

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

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: Monterey Condors Club

Name of Applicant: Marco Pulido

Address: 1121 Military Ave City: Seaside State: CA

Phone: (831) 594-2214 Email: condorsclubacademysoccer@gmail.com

Number of Participants: 82 Seaside Residents / Students: 54 % Ages: 8-16 years old

CRITERIA:

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

☐ Scholastic ☒ Athletic ☐ Music ☐ Environmental ☐ Art ☐ Other _____

Is funding a reward for one of these activities? ☐ No ☒ Yes, youth soccer practices

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

Provide affordable recreational and competitive soccer activities for youth ages 6- 16 years old

The program promotes skills development, teamwork, leadership, and healthy lifestyles in a safe and inclusive environment. Funding supports field rentals, referees fees, equipment, uniforms, scholarships coach education and other program expenses, ensuring that all children have access to soccer activities

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

It will be used to directly support youth soccer programs by covering the costs of field rentals, league and referees fees, player equipment, uniforms, coaching education, and scholarships for families with financial need. Promote teamwork, physical fitness, leadership, and positive youth development for children in Seaside.

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

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



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

The club provides clearly marked recycling bins for plastic bottles, aluminum cans, and cardboard, encourages the use of reusable water bottles, and educates players and families on the importance of keeping parks and athletic fields clean. These efforts help reduce landfill waste, promote responsible environmental stewardship among youth and support a cleaner, healthier community.

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

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

Benefits the City of Seaside by promoting affordable youth sports, promoting leadership, teamwork and healthy lifestyles, and representing Seaside in regional soccer competitions. The program also encourages volunteerism, community engagement, and safe recreational opportunities for youth.

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

Local business sponsorships, community donation, fundraising events to help keep participation affordable and provide access for youth in need at not cost to them.

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

Applicant Signature: 

Date: 7/26/26

School-affiliated requests require district approval:

Name: _____
Title: _____
School/District: _____
Signature: _____
Date: _____



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CLOSING REPORT

CONTACT INFORMATION:

Organization: _____

Name of Applicant: _____

Address: _____ City: _____ State: _____

Phone: _____ Email: _____

CONTRIBUTION INFORMATION:

Date the Mayor's Youth Fund was approved by City Council: _____

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

Describe the activities associated with this project that contributed to environmental sustainability and climate resilience, and explain the resulting municipal community benefit. Please provide written description, brief City Council presentation, and/or photos:

Applicant Signature: _____ Date: _____

**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.*

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

DEPARTMENT OF THE TREASURY

Date:

SEP 20 2017

MONTEREY CONDORS CLUB
PO BOX 415
MONTEREY, CA 93942

Employer Identification Number:

81-4852061

DLN:

17053123334017

Contact Person:

DIANE M GENTRY

ID# 31361

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

April 7, 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

MONTEREY CONDORS CLUB

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: September 18, 2025

Name of Organization: Monterey Condors Club

Contact: Marco Pulido

Address: 1121 Military Ave, Seaside CA 93955

Email/Phone: condorsclubacademysoccer@gmail.com (831) 594-2214

Amount of Donation Received: \$3,000

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

The donation was used to purchase a new locker for our kids to safely store their belongings and a water dispenser to ensure they have access to fresh water during practice.

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.

Kids took the initiative to clean up David Cutino Park, collecting garbage both inside and around park area. The kids worked together to make the space cleaner and more enjoyable for everyone in the community.

Signature: 

Date: 11/12/25

***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.**

1/5/25 10:33 AM

Order details - Walmart.com

Walmart

Oct 05, 2025 order
Order # 2000136 19836557

Garment Metal Locker for School Office Gym Bedroom,6 Doors Steel Storage Locker Cabinet for Employees,Industrial Storage Locker with 1 Shelves,Assembly Required,Gray+White

Qty 1 \$249.99

Subtotal

\$249.99

Tax

\$23.12

Total

\$273.11



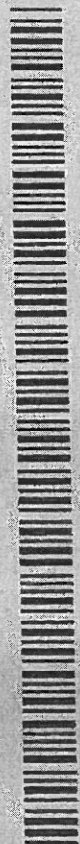
Charge history Your transaction activity for this order



Payment method

Visa Ending in 3478

Your payment method has a temporary hold for \$273.11. An updated charge will appear on your statement within 10 business days.









CITY OF SEASIDE STAFF REPORT

Item No.: 9.F.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: September 17, 2026

SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST OF \$3,000.00 FROM SEASIDE POLICE ACTIVITIES LEAGUE TO ASSIST WITH THE COSTS ASSOCIATED WITH EXPENSES RELATED TO THEIR SPORTS PROGRAMS

RECOMMENDATION

Approve the request.

BACKGROUND

The Seaside Police Activities League is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to cover the costs associated with expenses related to their sports programs, including the purchase of new equipment, jerseys, tournament fees, insurance, referee and registration costs related to transportation. The Seaside Police Activities League is a juvenile crime prevention program designed to provide athletic, recreational, and educational opportunities for at-risk youth. Seaside PAL was incorporated in February 2001. It comprises Police Officers, volunteers, Police Personnel, and Recreation Staff who serve as coaches, mentors, instructors, and role models.

All funds and donations for Seaside P.A.L. are used solely for the purpose of providing the resources needed to continue upholding their mission. Seaside P.A.L.'s current activities include JR Giants Baseball, Youth Basketball, Youth Soccer, and youth leadership experience. The Seaside Police Department CHAMP Program also assists with the program. In 2016, the Seaside P.A.L. merged with the City of Seaside's Recreation Department to strengthen existing and future sports programs for Seaside youth. Currently, the Seaside P.A.L. provides organized sports and activities to 500 + local

youth.

Seaside P.A.L. teaches them the importance of recycling. They provide reusable water bottles to their youth players. After each and every practice and game, the players remove all the trash and collect all the bottles and cans and place them in the appropriate recycling containers. This promotes a sense of community and responsibility. In addition, the uniforms that are used are good for every sport that P.A.L. facilitates and could be used year after year. This practice is a sustainable component which limits the number of uniforms that are only used for one activity.

Seaside P.A.L. provides a community benefit by promoting affordable youth sports, promoting leadership, teamwork, and healthy lifestyles and representing Seaside in regional competitions. They also encourage volunteerism, community engagement, and safe recreational opportunities for youth. Their fundraising activities include a silent action at their banquet and parking at Exotics on Broadway Car Show.

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

- Seaside P.A.L. is a non-profit organization in Seaside.
- They serve 80% 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 September 4, 2025, City Council meeting. They submitted their 2025 Mayor's Youth Fund Closing Report within the 60-day time frame. Seaside P.A.L. has received the Mayor's Youth Fund annually for their programs since 2014.

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 \$50,879.79. If the City Council approves this request, the balance will decrease to \$47,879.79. 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 PAL 2026
 2. Seaside PAL 501(c)(3) information
 3. Mayor's Youth Fund Closing Report - Seaside Police Activities League (PAL) 2025
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

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 ($\geq 50\%$) 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 worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all participants regardless of 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 and 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.

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

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



SEASIDE CALIFORNIA

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

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 funding request 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. Please return this completed form with necessary attachments to:

Dan Meewis
City of Seaside Recreation Services
440 Harcourt Avenue
Seaside, CA 93955



MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: SEASIDE POLICE ACTIVITIES LEAGUE (SPAL)
Name of Applicant: BOBBY MAXWELL, PRESIDENT
Address: 440 HARCOURT AVE. City: SEASIDE State: CA.
Phone: (831) 869 9951 Email: bobbymaxspal@gmail.com
Number of Participants: 500+ Seaside Residents / Students: 80% Ages: 5-14
AMONG 3 SPORTS

CRITERIA:

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

☐ Scholastic ☒ Athletic ☐ Music ☐ Environmental ☐ Art ☐ Other _____

Is funding a reward for one of these activities? ☒ No ☐ Yes, _____

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

BASKETBALL - 150+ PARTICIPANTS 95% RESIDENTS
SOCCER - 100+ PARTICIPANTS 80% RESIDENTS
JR. GIANTS - BASEBALL / SOFTBALL - 280 PARTICIPANTS
75% RESIDENTS

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

FACILITY RENTAL (SHS) GYMNASIUM
PAYMENTS TO QUALIFIED REFEREES
REVERSIBLE JERSEYS AND EQUIPMENT

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

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



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

AT THE CONCLUSION OF EACH AND EVERY PRACTICE AND/OR GAME, THE FACILITY IS POLICED BY CLEANING AND REMOVING ALL TRASH AND LITTER, THUS PROMOTING A SENSE OF COMMUNITY AND RESPONSIBILITY. Seaside PAL provides reusable water bottles to their youth players.

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

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

ACTIVITIES UTILIZE MANY RECREATION STAFF WHOM MANY ARE REFINING THEIR SKILLS AS MENTORS AND TEACHERS. Seaside PAL promotes leadership, teamwork, healthy lifestyles, and represents Seaside in regional competitions.

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

PARKING FEES AT EXOTIC EVENTS.
SILENT AUCTION AT BANQUET.

Total Amount Requested: (See contribution limits) \$ 3000.00

Applicant Signature: B. Maxwell

Date: 8/27/26

School-affiliated requests require district approval:

Name: _____
Title: _____
School/District: _____
Signature: _____
Date: _____



**California Secretary of State
Electronic Filing**



Corporation - Statement of Information

Entity Name: THE SEASIDE POLICE ACTIVITIES
LEAGUE, INC.

Entity (File) Number: C2407278

File Date: 03/09/2020

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GD93683

Detailed Filing Information

1. **Entity Name:** THE SEASIDE POLICE ACTIVITIES
LEAGUE, INC.
2. **Business Addresses:**
 - a. **Street Address of Principal
Office in California:** 440 Harcourt Avenue
Seaside, California 93955
United States of America
 - b. **Mailing Address:** 440 Harcourt Avenue
Seaside, California 93955
United States of America
3. **Officers:**
 - a. **Chief Executive Officer:** Bobby Maxwell
440 Harcourt Avenue
Seaside, California 93955
United States of America
 - b. **Secretary:** Gianna Stagnaro
440 Harcourt Avenue
Seaside, California 93955
United States of America

Document ID: GD93683



California Secretary of State Electronic Filing

Officers (Cont'd):

c. Chief Financial Officer:

Regina Lualemana
440 Harcourt Avenue
Seaside, California 93955
United States of America

4. Agent for Service of Process:

Regina Lualemana
440 Harcourt Avenue
Seaside, California 93955
United States of America

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Regina Lualemana

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Document Number: GD93683



SEASIDE POLICE ACTIVITIES LEAGUE

440 Harcourt Ave.
Seaside, CA 93955

Telephone (831) 899-6748
FAX (831) 899-6297
TDD (831) 899-6207

Tax ID number: 31-1788047

Board of Directors

Bobby Maxwell
President

February 24, 2017

Kent Berman
Vice-President

Dear City Council Members:

Isaiah Luzon
Secretary

The Seaside Police Activities League, (SPAL), is a juvenile crime prevention program designed to provide athletic, recreational and educational opportunities for at-risk youth, police officers, our neighborhoods and the business community. SPAL is comprised of police officers, volunteers and police personnel who serve as coaches, mentors, instructors and role models. Their devoted dedication and time is a vital essence in hopes of enhancing a brighter future for our youth with positive role models and alternatives to delinquent and gang-related behaviors. SPAL programs are designed to improve the well-being and self-reliance of young people, reinforce positive behaviors, build connections between youth and police officers, and strengthen families.

Regina Lualemana
Treasurer

SPAL was incorporated in February 2001. MPUSD & City of Seaside Parks & Recreation Department support SPAL by providing facilities for its programs. Local businesses and individuals generously donate their time, money, and resources to help make SPAL successful.

Robert Jackson
Board Member

Dave Pacheco
Board Member

Daniel Washington
Board Member

SPAL is a 501C non-profit offering programs to engage our youth in positive, well-supervised, team-building activities while building the bond between cops and kids. SPAL provide opportunities for both males and females in Seaside and other cities on the Monterey Peninsula to excel and enhance their athletic skills in youth baseball, soccer, track and field, and basketball. SPAL also encourage youth players to become involved in their communities by helping out other non-profit and awareness events. These events include neighborhood cleanups; recycle bottles and cans collections and graffiti and park cleanups.

Mary Miller
Board Member

Patricia Perez
PAL Coordinator

The Mayor's Youth Fund would be used for the enhancement of, and additions to Seaside Pal's current sports and education programs. Without the generous donations and support of the City of Seaside, SPAL would not be able to provide our sports programs free to the youth of Seaside, which has an overall positive impact on the Community. During the 2017 SPAL Basketball season, SPAL provided organized sports activities for 140 local youth.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patricia Perez", is written over a circular blue stamp.

Patricia Perez
SPAL Coordinator
(831) 899-6858
pperez@ci.seaside.ca.us



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CLOSING REPORT

CONTACT INFORMATION:

Organization: SEASIDE POLICE ACTIVITIES LEAGUE (SPAL)
Name of Applicant: BOBBY MAXWELL, PRESIDENT SPAL
Address: 440 HARCOURT AVE. City: SEASIDE State: CA.
Phone: (831) 869 9951 Email: bobbymaxspal@gmail.com

CONTRIBUTION INFORMATION:

Date the Mayor's Youth Fund was approved by City Council: SEPT. 4, 2025

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

PAYMENTS TO QUALIFIED REFEREES,

FACILITY RENTAL (SHS GYMNASIUM),

RE-USABLE WATER BOTTLES

Describe the activities associated with this project that contributed to environmental sustainability and climate resilience, and explain the resulting municipal community benefit. Please provide written description, brief City Council presentation, and/or photos:

BASKETBALL PROGRAM - 140 PARTICIPANTS, SOCCER
PROGRAM - 80 PARTICIPANTS, JR. GIANTS, BASEBALL,
SOFTBALL PROGRAM - 270 PARTICIPANTS. ALL PARTICIPANTS
RECEIVED RE-FILLABLE WATER BOTTLES AND ENJOYED
ACTIVITIES WITH POSITIVE TEACHING MENTORS, COACHES
ROLE MODELS.

Applicant Signature: B Maxwell

Date: OCT. 3, 2025

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



CITY OF SEASIDE STAFF REPORT

Item No.: 9.G.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: September 17, 2026

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM NARCOTICS
ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL AND
KITCHEN FOR A WOMEN'S BRUNCH ON APRIL 10, 2027, IN
THE AMOUNT OF \$562.50**

RECOMMENDATION

Approve the request.

BACKGROUND

The Monterey County Area Narcotics Anonymous Women's Brunch Committee is requesting a fee waiver for use of the Laguna Grande Hall and Kitchen at the Oldemeyer Center for a Women's Brunch on Saturday, April 10, 2027. Their mission for the Women's Brunch is to introduce women new to recovery to Narcotics Anonymous for support, fun and fellowship. Their experience has been that women from all over the state will attend the brunch. Each member is asked to bring the women that they sponsor to the event. Many of the women that attend the event will stay over in Seaside and enjoy local restaurants and businesses.

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

- Narcotic Anonymous is a 501(c)(3) non-profit organization.
- 60% of the members or participants reside in Seaside.
- The organization does provide an in-kind service in the community for people in need.

The last fee waiver submitted to the City Council for Narcotics Anonymous was approved on August 21, 2025, and the City Council has approved a fee waiver for the Women's Brunch annually since 2010. The organization will provide their own insurance.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall & Kitchen Fee	10 hours at \$56.25	\$562.50
<u>Non-Refundable Deposit</u>		<u>\$ 98.25</u>
TOTAL		\$660.75

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$562.50 out of account 100.3672.

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. Narcotics Anonymous Fee Waiver (Women's Brunch) 2027
2. 501(c)(3) - Narcotics Anonymous

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: Monterey Women's Brunch of Narcotics Anonymous

Name of Applicant: Rosie Habing

Address: 200 Koch Dr City: Hollister State: Ca

Phone: (408) 309-4580 Email: rosie31297@gmail.com

EVENT INFORMATION:

Event Title: 10th & Final Women's Brunch

Event Description: Women's Brunch

Event Date: April 10th, 2027 Room(s) Requested: Laguna Grande Dance Hall & Studio

Time (including set-up): 7:00am - 5pm Approximate Number of Guests: 200

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Non-profit group

Have you received a Fee Waiver in the past? ☒ Yes, the event was on March 28, 2026 ☐ No

What is your organization's tax identification number? 32-0289508

What percentage of your members or participants resides in Seaside? 60%

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: Rosie Habing

Date: 8/26/26

(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**

Facility Use Rental Request Form

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

CONTACT INFORMATION

ROOM: Laguna Grande Dance & Studio

Organization: Monterey Women's Brunch of Narcotics Anonymous

Name of Applicant: Rosie Habing

Address: 200 Koch Dr City: Hollister Zip: 95023

Phone: 408-309-4580 Email: rosie31297@gmail.com

Day of Event Contact Name and Phone: Saturday April 10th, 2027

☐ Resident ☒ Non-Resident

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

Event Title: 10th & Final Monterey Women's Brunch

**Please attach invitation or flyer if available.*

Event Date: April 10th 2027 Approximate Number of Guests: 200

Reservation Time (including set-up): 7am - 5 pm Event Time: 11 am - 4pm

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

Special Instructions: _____

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

	Yes	No		Yes	No
Is the event open to the public?	☐	☒	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: <u>Michelle Lujan</u>			<i>*Alcohol is prohibited at youth oriented events</i>		

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

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

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

Applicant Signature: Rosie Habing Date: 8/20/2026

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Parks & Recreation Department

Updated 03/26



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

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

	Resident	Non-Res
Hourly Rate	\$56.25	\$177.00
Barbecue Facility	\$58.00	\$83.00
Deposit	\$655.00	\$939.00
(Refundable)	(\$556.75)	(\$798.15)
Alcohol Deposit	\$638.00	\$915.00
(Refundable)	(\$414.70)	(\$594.75)

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

Alcohol Premium: \$65.00 (2026)

Security Guards: required 1 per 50 guests

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

☐ SEASIDE COMMUNITY CENTER (SOPER)

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

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

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

Alcohol Premium: \$65.00 (202)

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

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

☐ BLACKHORSE MEETING ROOM

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

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

☐ DANCE STUDIO

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

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

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20
Dimensions: 28' X 16'

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

☐ SEASIDE MEETING ROOM

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

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

☐ YOUTH EDUCATION CENTER

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

	Resident	Non-Res
Deposit	\$97.00	\$137.00
(Refundable)	(\$82.45)	(\$116.45)
0-25 Guests	\$172.00	\$215.00
26-50 Guests	\$199.00	\$286.00
51-75 Guests	\$205.00	\$335.00
Use of Video Games	\$50.00	\$62.00
Extra ½ Hour	\$44.00	\$61.00

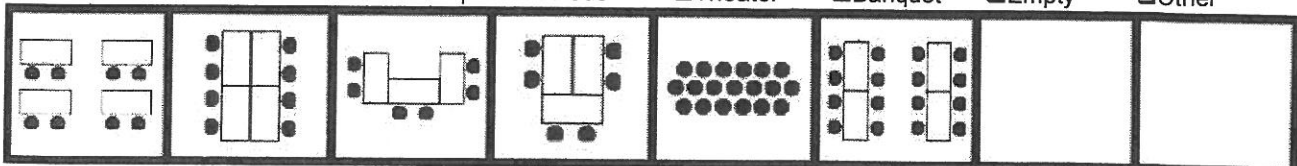
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$54.00. Proof of 501(c)(3) required.

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

SEATING CONFIGURATION

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

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





RULES, REGULATIONS & CONDITIONS OF USE

1. OVERTIME: Use of the facilities in excess of the time set forth above may result in overtime fees being charged.
2. CANCELLATION BY PERMITTEE: Permittee must submit written notice of cancellation to the calendaring agent in order to be eligible for a refund. Refund requests made forty-five (45) days in advance will receive a full refund less a seven-dollar (\$7) surcharge. Refund requests made thirty (30) to forty-five (45) days in advance will receive a full refund less the non-refundable portion of the security deposit. Refund requests made less than thirty (30) days in advance will receive a full refund less the entire security deposit.

3. CANCELLATION BY CITY: This permit may be canceled without liability to the City under any of the following conditions:

- (a) It is found to contain false or misleading information.
- (b) The Department finds that the proposed use will be detrimental to the public's health.
- (c) Any individual or group (members or guests) willfully or through negligence mistreats equipment or violates any of the regulations, terms, and conditions established for use of the facilities.
- (d) Average attendance of scheduled activities falls below the standard established for each use area within the Center.
- (e) Failure to notify the Center of cancellation of any date or dates covered by this permit.
- (f) Permittee defaults on or has not completed all conditions and requirements for use of the facilities.
- (g) If the Center, or any part thereof, is destroyed or damaged by fire or any other cause, or if unforeseen occurrences—including strikes, labor disputes, war, or acts of military authorities—render fulfillment of the permit difficult or impossible.
- (h) The facility is needed due to public necessity or emergency use.
- (i) Upon thirty (30) calendar days written notice to the Permittee.

Refund of rental fees shall be made where the City cancels the permit at least thirty (30) days prior to the reserved date, except when cancellation occurs under items (g) or (h).

4. TRANSFERRING PERMIT: The permit cannot be transferred, assigned, or sublet unless approved by the City in writing.

5. ADVERTISING, SOLICITATION, AND SALES: No advertising or signs shall be exhibited and no sales made at the Center without written permission from the City.

6. COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES: Permittee must complete all requirements relating to the use of the facilities within the specified time requirements.

7. COMPLIANCE WITH CONDITIONS OF USE: The Permittee shall observe, obey, and comply with all applicable City, County, State, and Federal laws, as well as the policies, rules, regulations, terms, and conditions governing the use of Center facilities. Permittee will forfeit all rents or other fees paid if evicted from the premises for violations. Eviction shall not release the Permittee from any obligations for payment of rents or other fees required under this permit.

8. CONCESSION SALES: Permittee will not engage in concession operations unless authorized in writing by the Director or authorized staff.

9. CONDUCT OF PERSONS: Permittee shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either express or implied, during all times covered by the permit. The Department reserves the right to eject or cause to be ejected from the premises any person objectionable due to unlawful conduct.

10. DAMAGE TO FACILITY OR EQUIPMENT: All property, equipment, and furnishings must be kept clean and undamaged, fair wear and tear excepted. Permittee causing damage or loss will be required to pay for the same at current replacement or repair costs.

11. EXITS: At no time shall exits be covered or obstructed.

12. FACILITY CAPACITY: Permittee shall not admit a larger number of persons than can be safely accommodated, as determined by Building and Fire Codes.

13. FLAMMABLE MATERIALS: No flammable materials will be permitted for decorations. All decorative materials must be flame-resistant and approved by the Fire Department.

14. INDEMNITY: Permittee shall indemnify and hold harmless the City, its officers, employees, and agents against any and all claims, demands, causes of action, personal injuries or death, and damages whatsoever resulting from the use or occupation of the facilities described in the permit. Permittee shall, at its sole risk and expense, defend any legal action brought against the City arising from such use and shall pay any resulting judgment or damages.

15. PAYMENT OF TAXES: Payment of all Federal, State, and City taxes in connection with the event shall be the responsibility of the Permittee.

16. CLEANLINESS OF FACILITY: Facilities used by the Permittee must be left in a clean and orderly condition. If additional maintenance is required beyond normal cleaning, the Permittee will be charged accordingly.

17. PERMITS AND LICENSES: The Permittee shall obtain, at their own expense, all licenses and permits required for the intended activity covered by this permit.



SEASIDE CALIFORNIA

Facility Use Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

18. ALCOHOL: Alcohol may not be served to minors or at any youth-related event at the Oldemeyer Center or Seaside Community Center. Violation may result in immediate closure of the event and loss of deposit. All alcohol is prohibited at youth-oriented events.

19. SMOKING: Smoking is prohibited within twenty (20) feet of entrances, exits, and windows.

20. USE OF RESERVED FACILITIES AND EQUIPMENT: Permittee may use only those facilities and equipment specifically designated on this permit.

21. CONSTRUCTION OF PERMIT: In case of doubt as to the interpretation of any provisions of this permit, the interpretation of the Recreation and Community Activities Director shall prevail. The Director shall also have the authority to resolve matters not covered by this permit.

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

23. SECURITY AND CLEANING DEPOSIT: A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable, and the remaining portion may be refunded depending on the condition of the room, walls, floors, carpets, whether any breakage occurred, or whether overtime was incurred beyond the stated setup, cleanup, or activity time. The City reserves the right to close any event that may endanger the health or safety of any person or property. Early closure may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.

24. SUPPLIES: City staff is not authorized to provide supplies for events.

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

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

IMPORTANT THINGS TO NOTE

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

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



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248359979
Feb. 02, 2012 LTR 4168C E0
94-3039545 000000 00

00017139
BODC: TE

NORTHERN CALIFORNIA REGIONAL SERV
OFFICE OF NARCOTICS ANONYMOUS
NCRSO INC
1820 WALTERS CT STE A1
FAIRFIELD CA 94533

003864

Employer Identification Number: 94-3039545
Person to Contact: Ms. Sene
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 24, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March 1987.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

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.

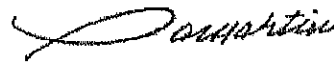
Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248359979
Feb. 02, 2012 LTR 4168C E0
94-3039545 000000 00
00017140

NORTHERN CALIFORNIA REGIONAL SERV
OFFICE OF NARCOTICS ANONYMOUS
NCRSO INC
1820 WALTERS CT STE A1
FAIRFIELD CA 94533

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

Sincerely yours,



S. A. Martin, Operations Manager
Accounts Management Operations



CITY OF SEASIDE STAFF REPORT

Item No.: 9.H.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: September 17, 2026

SUBJECT: APPROVE A FEE WAIVER REQUEST FROM SEASIDE HIGH SCHOOL FOR COSTS ASSOCIATED WITH THE ANNUAL HOMECOMING PARADE ON OCTOBER 23, 2026, IN THE AMOUNT OF \$1,112.00

RECOMMENDATION

Approve the request.

BACKGROUND

Seaside High School is planning to hold their Annual Homecoming Parade on Friday, October 23, 2026, from 3:00 p.m. - 5:00 p.m. They will have five floats and eight vehicles for the different clubs in their parade. This will be a rolling road closure. The parade route is Seaside High School to Noche Buena Street to La Salle Avenue to Fremont Boulevard to Ord Grove Avenue to Noche Buena to Seaside High School (see attached map). A special event application was submitted for review by the special event committee. The committee did not have any questions or concerns about the application. Seaside High School did provide proof of insurance. The attached event application has information detailing the specifications for the Homecoming Parade.

The City Council has approved this request on an annual basis since 2013. The last fee waiver submitted to the City Council for Seaside High School was approved on August 7, 2025.

FISCAL IMPACT

The approximate fees that are being requested to be waived are:

Special Event Application Fee:		\$138.00
Police Fees:	3 Officers for 2 Hours	\$616.00
<u>Public Works Fee:</u>		<u>\$358.00</u>
TOTAL		\$1,112.00

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. SHS Homecoming Parade Fee Waiver and Special Event Application 2026
2. SHS Homecoming Parade - Route (Map) 2026
3. SHS Homecoming Parade - Proof of Insurance 2026

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Seaside High School
Name of Applicant: Michelle Ferraro
Address: 2200 North Buena St City: Seaside State: CA
Phone: (831) 392-3530 Email: mferraria@mpusd.net

EVENT INFORMATION:

Event Title: Seaside HS Homecoming Parade
Event Description: student parade to celebrate homecoming
Event Date: 10/23/26 Room(s) Requested: n/a
Time (including set-up): 3p - 5p Approximate Number of Guests: 200

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: we are a non profit, public school and could use the financial support. A cost would impact our ability to host event.

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 10/25/24 ☐ No

What is your organization's tax identification number? 770320712

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

Is your organization based in Seaside? ☒ Yes ☐ No

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

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

Applicant Signature: [Signature]

Date: 8/25/26

(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**

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: Seaside High School
Name of Applicant: Mander Scarpiniti / Michelle Ferrari
Address: 2200 North Brena St. City: Seaside State: CA
Phone: (831) 392-3530 Email: mferrari@mpusd.net
Day of Event Contact Name and Phone: Michelle Ferrari (562) 247-6515

EVENT INFORMATION:

Event Title: SHS Homecoming Parade 2026
Event Category:
☐ Athletic / Recreation ☐ Concert / Performance ☐ Circus
☐ Celebration / Festival ☒ Parade / March / Procession ☐ Dance
☐ Carnival ☐ Other: _____
Event Date and Time: 10/23/26
Setup: 3pm Event Start: 3:30p Event End: 4:30p Clean up: 5pm
Event Location: map attached

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.

Homecoming parade will include 5 floats, and 8 vehicles
for different clubs in support of our homecoming football
game

Number of Participants: 200 Event Benefiting: school / community
Federal ID # (if applicable): 77
☒ 501 C(3) ☐ 501 C(6) ☐ Commercial-For Profit ☐ Other: _____

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



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

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

How will the event be advertised and promoted? flyers, social media,
direct communication

Signs posted: _____

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

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

Will the event include music or live performances? ☒ Yes ☐ No

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

Do you intend to sell food or beverage? ☐ Yes ☒ No

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

Do you intend to sell other merchandise? ☐ Yes ☒ No

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

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served? ☐ Yes ☒ No

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

Parking arrangements: parking on SHS campus



**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):

SHS staff

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

n/a

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

police and fire for escort, public works w/ road blocks

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.**

Applicant Signature: _____

Date: _____

8/6/26



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

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

SPECIFIC EVENT CONDITIONS OF APPROVAL

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

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

PROVISIONS

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

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

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

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

Applicant Signature: _____

Date: 8/6/26

Page 5 of 6



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

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

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

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

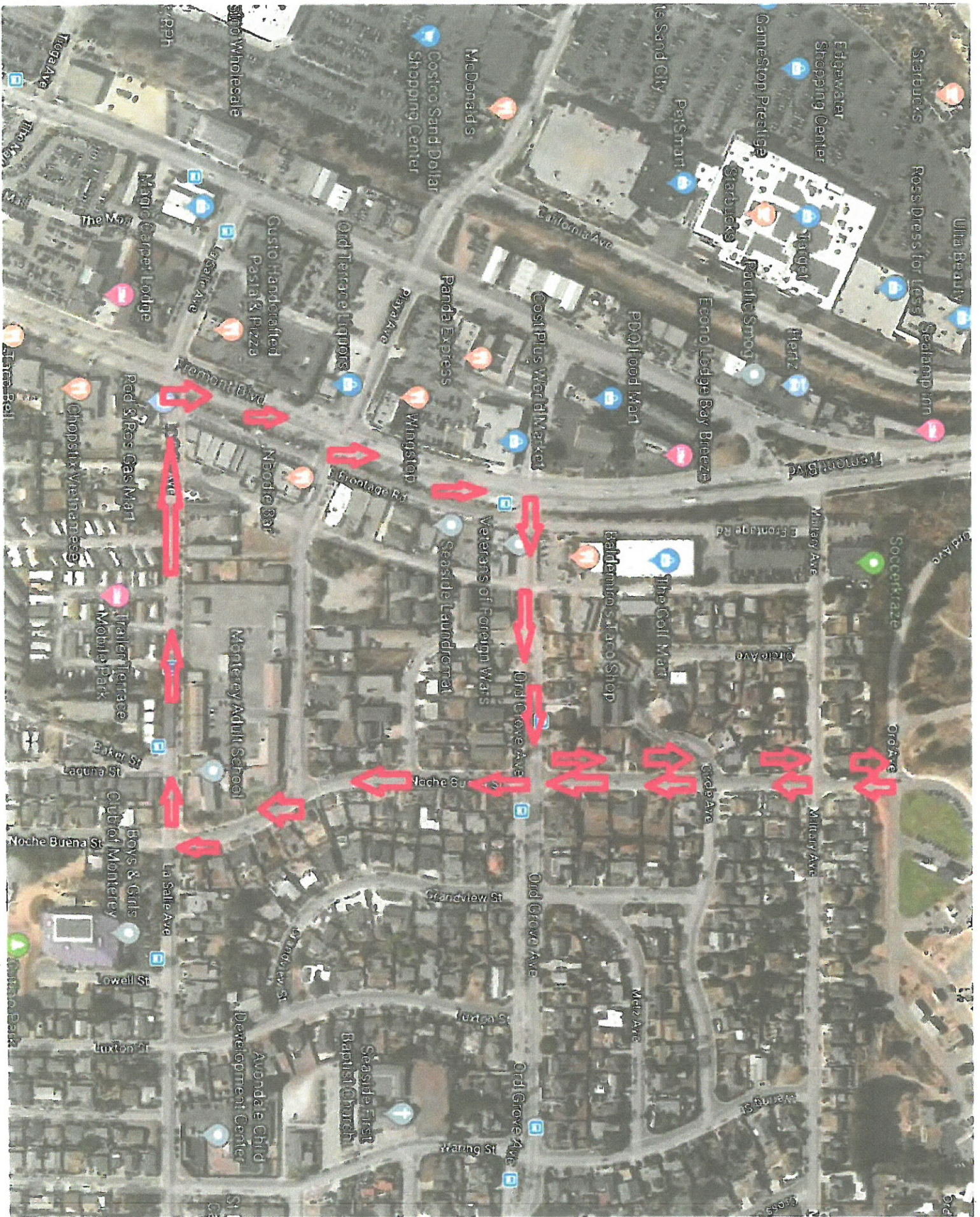
Applicant Signature:  Date: 8/6/26

(For Office Use Only)

Authorization

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

Comments: _____



Northern California ReLIEF Protected Insurance Program for Schools		CERTIFICATE OF COVERAGE		Issue Date 8/19/2026	
ADMINISTRATOR: Keenan & Associates 2355 Crenshaw Blvd., Suite 200 Torrance, CA 90501 Kole Riccomini License No. 4470895 kriccomini@keenan.com		LICENSE #0451271 424-253-9388		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.	
COVERED PARTY: Monterey Peninsula Unified School Dist. PO BOX 1031 700 Pacific Street Monterey CA 93940		ENTITIES AFFORDING COVERAGE: ENTITY A: Northern California ReLIEF ENTITY B: Protected Insurance Program for Schools ENTITY C: ENTITY D: ENTITY E:			
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.					
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY ☒ GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCURRENCE ☒ GOVERNMENT CODES ☒ ERRORS & OMISSIONS ☒ SEXUAL ABUSE AND MOLESTATION	NCR 00202-39	7/1/2026 7/1/2027	\$ 10,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ HIRED AUTO ☒ NON-OWNED AUTO ☒ GARAGE LIABILITY ☒ AUTO PHYSICAL DAMAGE	NCR 00202-39	7/1/2026 7/1/2027	\$ 10,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY ☒ ALL RISK ☒ EXCLUDES EARTHQUAKE & FLOOD ☐ BUILDER'S RISK	NCR 00202-39	7/1/2026 7/1/2027	\$ 10,000	\$ 1,000,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 00202-39	7/1/2026 7/1/2027	\$ 10,000	\$ Included EACH OCCURRENCE
B	WORKERS COMPENSATION ☒ EMPLOYERS' LIABILITY	PIPS40120	7/1/2026 7/1/2027	\$	☐ WC STATUTORY LIMITS ☒ OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION ☐ EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: For the Special Event Agreement between Monterey Peninsula Unified School District, on behalf of Seaside High School, and the City of Seaside for the Homecoming Parade. Date of Event: 10/23/2026 from 3:00pm-5:00pm.					
CERTIFICATE HOLDER: City of Seaside Recreation and Community Activities Department 986 Hilby Ave. Seaside CA 93955			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS		
			 John Stephens		
			AUTHORIZED REPRESENTATIVE		

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Monterey Peninsula Unified School District	NCR 00202-39	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

City of Seaside
Recreation and Community Activities Department
986 Hilby Ave.
Seaside CA 93955

As Respects:

For the Special Event Agreement between Monterey Peninsula Unified School District, on behalf of Seaside High School, and the City of Seaside for the Homecoming Parade. Date of Event: 10/23/2026 from 3:00pm-5:00pm.

City of Seaside, its officers, employees and agents are named as an additional covered party.

This coverage shall be primary to the certificate holder coverage, but only as respects to liability arising directly from the actions and activities of the covered party.



Authorized Representative

Issue Date: 8/19/2026



CITY OF SEASIDE STAFF REPORT

Item No.: 9.I.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: September 17, 2026

**SUBJECT: APPROVE A FEE WAIVER FROM SARANGSAM PRISON
MINISTRY FOR THE USE OF THE LAGUNA GRANDE HALL AND
KITCHEN FOR THEIR 8TH ANNUAL MUSIC FESTIVAL ON
OCTOBER 2, 2026, AND OCTOBER 3, 2026, IN THE AMOUNT OF
\$3,894.00**

RECOMMENDATION

Approve the fee waiver.

BACKGROUND

The Sarangsam Prison Ministry is a non-profit religious organization, and they are requesting a fee waiver to help cover the costs associated with their 8th Annual Music Festival. Their rehearsal is on Friday, October 2, 2026, from 2:00 p.m. to 10:00 p.m. and their free Music Festival is on Saturday, October 3, 2026, from 8:00 a.m. to 10:00 p.m. in the Laguna Grande Hall and Kitchen at the Oldemeyer Center. Their event will be for all ages and is open to the public. They will have classical music with a string ensemble, jazz, opera and folk music. The performers range from young students to elderly singers. This event is free and open to the public.

The Sarangsam Prison Ministry Korean band has been performing free of charge at some of the City of Seaside Recreation annual events since 2017. They have become staples for entertainment at the annual Mother's Day Luncheon and the Community Holiday Luncheon. Given their ongoing support to the recreation department, staff recommend that the fees be waived for the rental cost of the facility for their Music Festival.

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

- The Sarangsam Prison Ministry is a 501(c)(3) non-profit organization.
- 90% of members or participants reside in Seaside.
- The organization does provide an in-kind service in the community for people in need.

The last fee waiver request for Sarangsam Prison Ministry was approved at the May 15, 2025, City Council meeting. The City Council has approved this request on an annual basis since 2023.

FISCAL IMPACT

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

Laguna Grande Hall & Kitchen Fee	8 Hours @ \$177.00 per hour	\$1,416.00
(10/2/2026)		
Laguna Grande Hall & Kitchen Fee	14 Hours @ \$177.00 per hour	\$2,478.00
(10/3/2026)		
Insurance		\$ 87.00
<u>Deposit Non-Refundable Portion</u>		<u>\$ 140.85</u>
TOTAL		\$4,121.85

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the insurance and the non-refundable deposit only, the fiscal impact is \$3,894.00.

STRATEGIC PRIORITY

Diverse and Inclusive Community

ATTACHMENTS

1. Sarangsam Prison Ministry - Fee Waiver 2026
2. Sarangsam Prison Ministry - 501(c)(3)

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: Sadangsam
Name of Applicant: Sang K. Jun
Address: 27575 Moorcrest Dr City: Carmel State: CA
Phone: 831.277.8627 Email: Sang@yewondentalab.com

EVENT INFORMATION:

Event Title: 8th Annual Music Festival
Event Description: General public awareness for incarcerated people
Event Date: October 2, 3 Saturday Room(s) Requested: _____
Time (including set-up): 10/2 2:00-10:00 10/3 8:00-10:00 PM Approximate Number of Guests: 300

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: We the non-profit organization do event for general public awareness of incarcerated people

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 5/15/25 ☐ No

What is your organization's tax identification number? 84-2739292 501(c)(3)

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

Is your organization based in Seaside? ☐ Yes ☒ No

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

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

Applicant Signature: Sang K Jun

Date: 9/7/26

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

Oct 2 - Laguna Grande
Hall + Kitchen
Oct 3. Laguna Grande
Combo

CONTACT INFORMATION:

ROOM: _

Organization: Sarangsam Foundation

Name of Applicant: Sang K. Jun

Address: 27575 Mooncrest Dr City: Carmel Zip: 93923

Phone: 831-277-8627 Email: Sang@yewonden.tallab.com

Day of Event Contact Name and Phone: Sang Jun 831-277-8627

☐ Resident

☒ Non-Resident

EVENT INFORMATION:

Event Title: 8th Annual Music Festival

*Please attach invitation or flyer if available.

Event Date: 10/2/2026. 10/3/2026 Approximate Number of Guests: 300

Reservation Time: 2:00 - 10:00 PM Event Time: 5:00 PM - 9:00 PM - 10/3/2026

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

Special Instructions: N/A

Request to use the City's:

☒ Podium

☐ Microphone

☐ Projector Screen

*Subject to availability

**Projectors and other electronic equipment will not be provided

Is the event open to the public?

Yes

No

☒

☐

Will admission be charged?

☐

☒

Are you a non-profit organization?

☒

☐

Will there be music?

☒

☐

Will there be live music and/or DJ?

☒

☐

Name of band or DJ: Sarangsam

Will refreshments be served?

Yes

No

☒

☐

Will refreshments be sold?

☐

☒

Will you be using the kitchen?

☒

☐

Will alcohol be served?

☐

☒

Will alcohol be sold?

☐

☒

*Alcohol is prohibited at youth oriented events

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: Sang K. Jun

Date: 9/3/2026

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Resource Management/Recreation Department



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

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



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.

24. **SUPPLIES:** City staff is not authorized to provide supplies for your event.
25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

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

45 days in advance	Full refund, less a \$7 surcharge
30-45 days in advance	Full refund, less the non-refundable part of security deposit
Less than 30 days in advance	Full refund, less the entire security deposit
Less than 48 hours in advance	No refund

- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

Food Sales and Prohibited Goods & Materials:

- ❖ All food 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.
- ❖ Applicants and 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 balloons is prohibited at all City of Seaside parks and facilities.

Initials: 



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

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

	Resident	Non-Res
Hourly Rate	\$56.25	\$154.00
Deposit	\$655.00	\$819.00
(Refundable)	(\$556.75)	(\$696.15)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

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

☐ BLACKHORSE MEETING ROOM

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

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

☐ DANCE STUDIO

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

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

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

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

☐ SEASIDE MEETING ROOM

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

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

☐ SEASIDE COMMUNITY CENTER (SOPER)

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

	Resident	Non-Res
Hourly Rate	\$59.25	\$83.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$295.80)	(\$370.60)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

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 ½ 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.

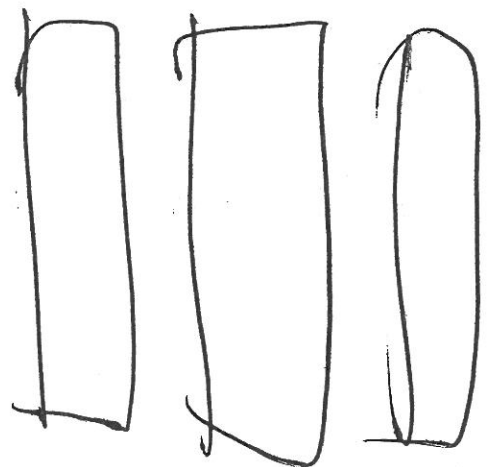
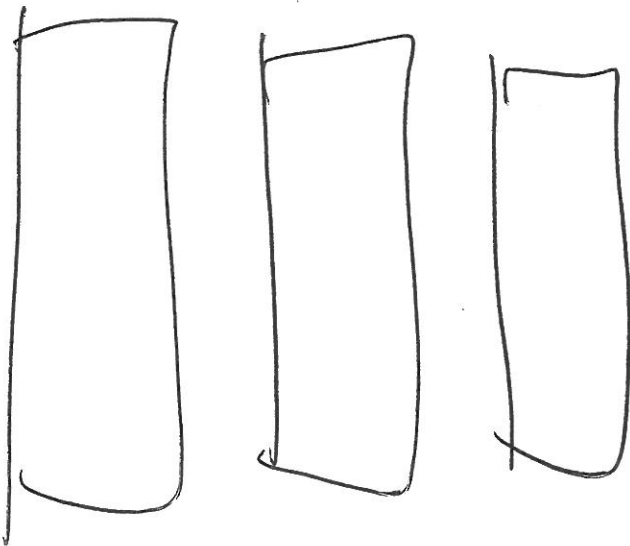
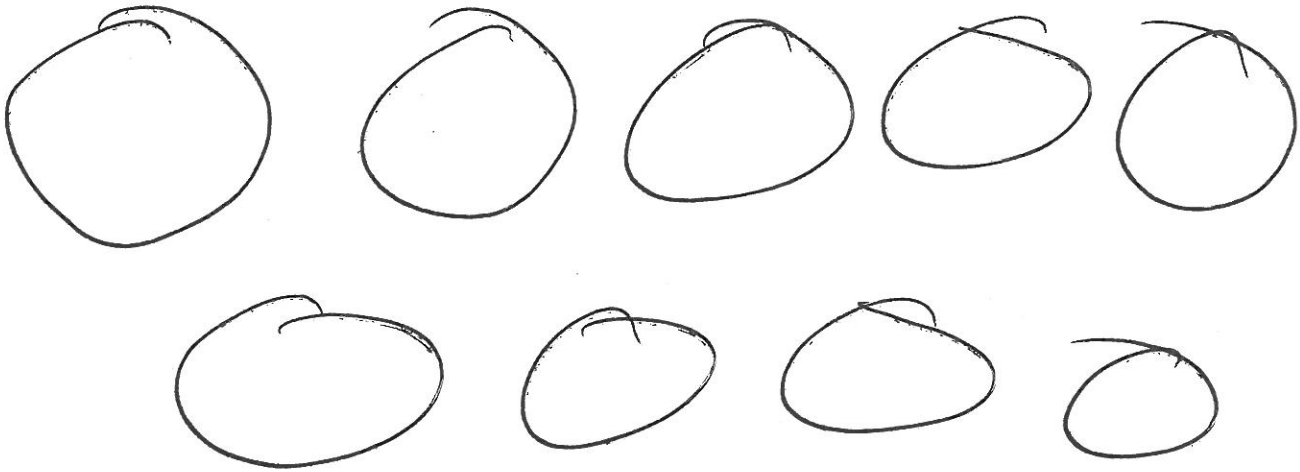
☐ Classroom ☐ Conference ☐ U-Shaped ☐ Pods ☐ Theater ☐ Banquet ☐ Empty ☐ Other

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

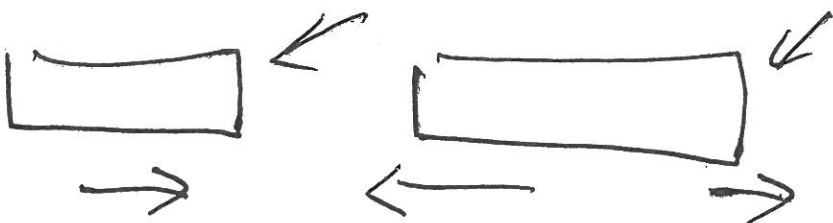
Request for
Changing Room

stage

for
audio
Mixing



for display



Tax ID # 84-2739292



Secretary of State
Articles of Incorporation of a
Nonprofit Religious Corporation

ARTS-RE

4308087

FILED *ew*
Secretary of State
State of California
AUG 15 2019 *JAT*

IMPORTANT — Read Instructions before completing this form.

Filing Fee - \$30.00

Copy Fees - First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00

Note: A separate California Franchise Tax Board application is required to obtain tax exempt status. For more information, go to <https://www.ftb.ca.gov>.

ncc

This Space For Office Use Only

1. Corporate Name (Go to www.sos.ca.gov/business/be/name-availability for general corporate name requirements and restrictions.)

The name of the corporation is SARANGSAM

2. Business Addresses (Enter the complete business addresses. Item 2a cannot be a P.O.Box or "in care of" an individual or entity.)

a. Initial Street Address of Corporation - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
27575 Mooncrest Dr.	Carmel	CA	93923
b. Initial Mailing Address of Corporation, if different than item 2a	City (no abbreviations)	State	Zip Code

3. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL - Complete Items 3a and 3b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Sang	K.	Jun	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
27575 Mooncrest Dr.	Carmel	CA	93923

CORPORATION - Complete Item 3c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 3a or 3b

4. Purpose Statement

This corporation is a religious corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Religious Corporation Law exclusively for religious purposes.

5. Additional Statements (The following statements are for tax-exempt status in California. See Instructions and Filing Tips.)

- a. The specific purpose of this corporation is to share the Gospel of Jesus Christ through praising activities
- b. This corporation is organized and operated exclusively for religious purposes within the meaning of Internal Revenue Code section 501(c)(3).
- c. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.
- d. The property of this corporation is irrevocably dedicated to the purposes in Article 4 hereof 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.
- e. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3).

6. Read and Sign Below (This form must be signed by each incorporator. See Instructions. Do not include a title.)

Sang K. Jun
Signature

Sang K. Jun

Type or Print Name

ARTS-RE (REV 06/2019)

2019 California Secretary of State
bizfile.sos.ca.gov



I hereby certify that the foregoing transcript of _____ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 29 2021

Shirley N. Weber



CITY OF SEASIDE STAFF REPORT

Item No.: 9.J.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Aaron Hahn, Junior Engineer
Patrick Grogan, Associate Engineer
Thomas Korman, Public Works Director/City Engineer

DATE: September 17, 2026

**SUBJECT: APPROVE TAC RECOMMENDATION TO DENY PERMIT PARKING
AT 1280 FREMONT**

RECOMMENDATION

Approve TAC recommendation to keep the 2 hour parking at 1280 Fremont.

BACKGROUND

Staff received the TAC Request Application, dated June 28th 2026, from a business owner requesting permit parking or 4 hr. parking in front of her business at 1280 Fremont.

Textured Hair Care Academy is the business located at 1280 Fremont and is one of the 11 businesses on this block. Fremont Blvd is a two-way street, with a posted speed limit of 30 miles per hour (mph). Fremont runs North-South, is divided by a median and has parallel parking on both sides of the street. The street is approximately 90 feet wide, from face of curb to face of curb. Sidewalks measuring approximately 6 feet wide are present on this block.

The owner of Textured Hair Care Academy is requesting 2 spots to be designated as permit parking outside their business. They also expressed interest in 4-hour parking. This academy focuses on teaching and building skills for braiding, locs, and textured hair care. The two requested parking spots would be located directly in front of the business along Fremont Blvd. Permit parking was requested due to the time that some appointments can take. The applicant noted that appointments can take up to 6 hours, with very few options for the clients to move their cars during that time. The applicant

also expressed that she would not like to remove the timed parking entirely, as that may allow residents to occupy that spot all day.

Currently, that block of Fremont, northbound from Harcourt Ave to Trinity Ave is designed as 2 hour parking, which was TAC recommended, and City Council approved in 2021. This was approved on the basis that the residents living in the apartments nearby tend to park in those spots all day and not allow any parking for the businesses. Anitas Market, which is right next door, applied for and was granted green curb in front of their business in 2023.

The parking along the curb directly to the north will remain designated as 2-hour parking, and the curb directly to the south will remain designated as 20-minute parking.

The applicant requested two permit parking spaces in front of the business. A 38-foot curb segment is proposed to accommodate two 19-foot parking spaces. The permit parking area would begin immediately north of the existing 20-minute green curb serving Anita's Market. The remaining 56 feet of curb north of the proposed permit parking area would retain its two-hour parking designation and could accommodate approximately two to three vehicles.

Pursuant to SMC Section 10.04.075, establishing the proposed permit parking area would require the City Council to adopt a resolution designating the 38-foot curb segment on Fremont Boulevard in front of Textured Hair Care Academy as permit parking. Once the resolution is adopted and authorized signs are installed, vehicles parked in the designated spaces would be required to display a valid permit pursuant to SMC Section 10.32.175.

The City would also need to establish procedures for issuing and administering the permits. This would likely fall on PD as they have the authority to enforce parking regulations. SMC 10.04.075 only allows for permit parking program that is issued and administered by the City. Seaside Municipal Code does not allow for private entities, businesses, or residents to restrict parking in the City right of way, via parking permits.

SMC 10.32.175 mentions that in order to enforce the parking permits, they are to be "Issued by the city".

The applicant suggested establishing four-hour parking as an alternative to a permit-parking program.

The Municipal Code does not currently provide for four-hour parking within the central traffic district. The business is located on Fremont Boulevard between Military Avenue and Portola Drive, within the central traffic district defined by SMC Section 10.04.050.

Under SMC Section 10.32.010, posted parking within the district is limited to two hours between 8:00 a.m. and 6:00 p.m., except on Sundays and holidays.

To allow four-hour parking at designated locations within the central traffic district, the City would need to amend SMC Section 10.32.010 to authorize the City Council to establish different parking time limits by resolution.

For example: "Except where a different parking time limit has been established by resolution of the City Council and indicated by authorized signs, no person shall stop, stand, or park a vehicle within the central traffic district between 8:00 a.m. and 6:00 p.m. on any day, except Sundays and holidays, for longer than two hours."

This amendment would retain the two-hour limit as the general rule while allowing the City Council to designate four-hour parking at specific locations by resolution and authorized signage.

Staff recommended keeping the 2-hour parking in front of 1280 Fremont.

One of the business owners showed up and spoke on behalf of the business. They commented on how the parking time along Fremont in front of the business is not long enough, and that the clients cannot get up and move their vehicles during the appointments. He also mentioned that the parking in the rear of the building is regularly used illegally by others, but that he does not want to get those cars towed, as he does not want to put others in a hard spot. He also mentioned that he would not want the clients to park there as the back of the building is not as appealing as the front, and that first impressions matter. The clients would also need to walk either through the alley or through the car lot to access the front door.

The TAC had concerns regarding the possible outcomes if permitting was allowed. They spoke about other businesses getting permits, then there could be no street parking anywhere along the block without a permit. The administration of the permit was also seen as an issue. The TAC was not certain who would be responsible for administering the permits, and noted that it may be difficult for residents to identify where they can or cannot park along the block. The 4-hour parking option was discussed and was found to not be a good option. This would require an ordinance change and would still not fully satisfy the 6-hour parking needs of the client. It could also create a situation where someone who is not going to that business parks in that spot, blocking parking in that area for longer.

For these reasons, the TAC voted to recommend approval of the staff recommendation to keep the 2-hour parking as is.

FISCAL IMPACT

There is no fiscal impact associated with this item.

STRATEGIC PRIORITY

Community Safety & Quality of Life

ATTACHMENTS

1. 1280 Fremont TAC Application
2. 1280 Fremont Photo Exhibit
3. SMC Excerpts

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

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

Name: Imanyi Hobbs Date: 06/28/2026

Address: 1280 Fremont Blvd, Seaside CA 93955 Phone: [REDACTED]

Type of Request (check all that apply):

- ☒ Parking Designations ☐ Crosswalk ☐ Curb Markings (White, Yellow, etc.)
☐ Warning Sign ☐ Traffic Signal/Stop Sign ☒ Signing/Striping
☐ Other _____

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: I just opened a salon on Fremont Blvd. There is a sign that only allows 2 hour parking before 6pm
My appointments generally are 4hrs long, at minimum, which puts my clients at risk of getting a ticket. Also,
after 6pm, the tenants in the apartment building behind me take up all of the parking spots on the block in front of
and down the street from my salon. I am requesting either designated street parking or for the removal of the 2hr
parking sign to be replaced with a 4 hour parking sign.

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.

TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a Council Member; Director of Public Works; Chief of Police; Director of Community Development; and the Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

Upon submittal of a request, staff will place the request on the next available TAC agenda for a future scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next available scheduled meeting.

Fees

Fees will be collected prior to installation of any approved requests that directly benefits the applicant, such as limited timed parking, white zones, etc. Prior to any required maintenance of the improvement, the same fee will apply and be billed to the applicant. The following fees have been determined based upon the cost of staff time and material for installation:

Description	Fee*
Marking curb – per curb (20' maximum length)	Per current adopted fee schedule
Installation of one sign	

* Fees subject to change per City Council approved fee schedule. Fee determined by date of application.

PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

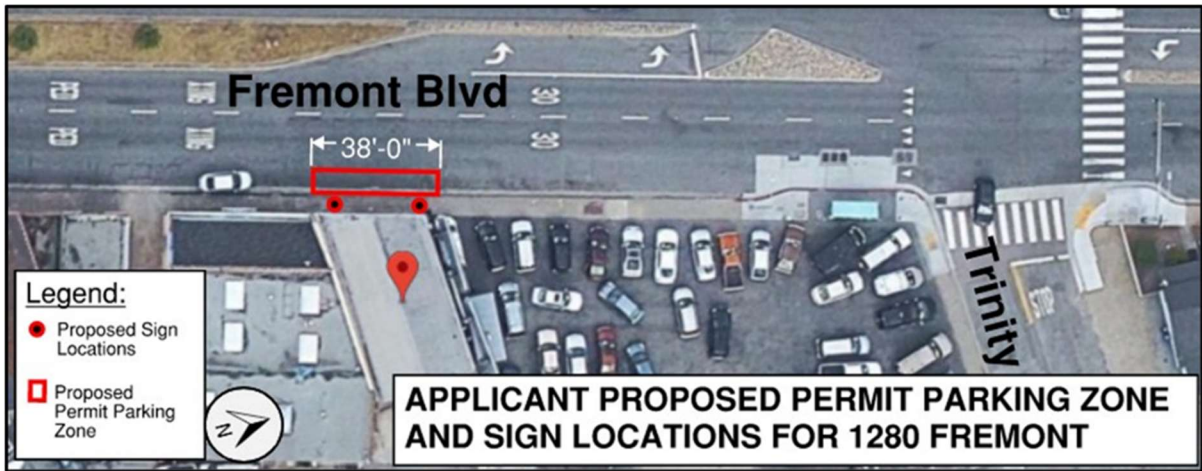
I, Imanyi Hobbs understand that should my request be approved by the Traffic Advisory Committee and City Council, I will be responsible for the fee prior to the installation of my request. I also understand that if approved by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department for any required maintenance and I will be charged the corresponding fee.

Applicant Signature

06/28/2026

Date

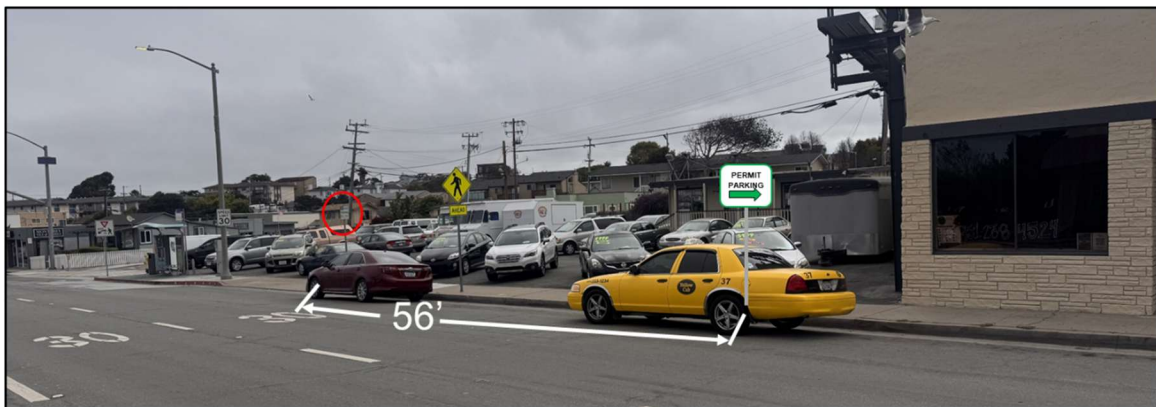
Fremont Photo Exhibit



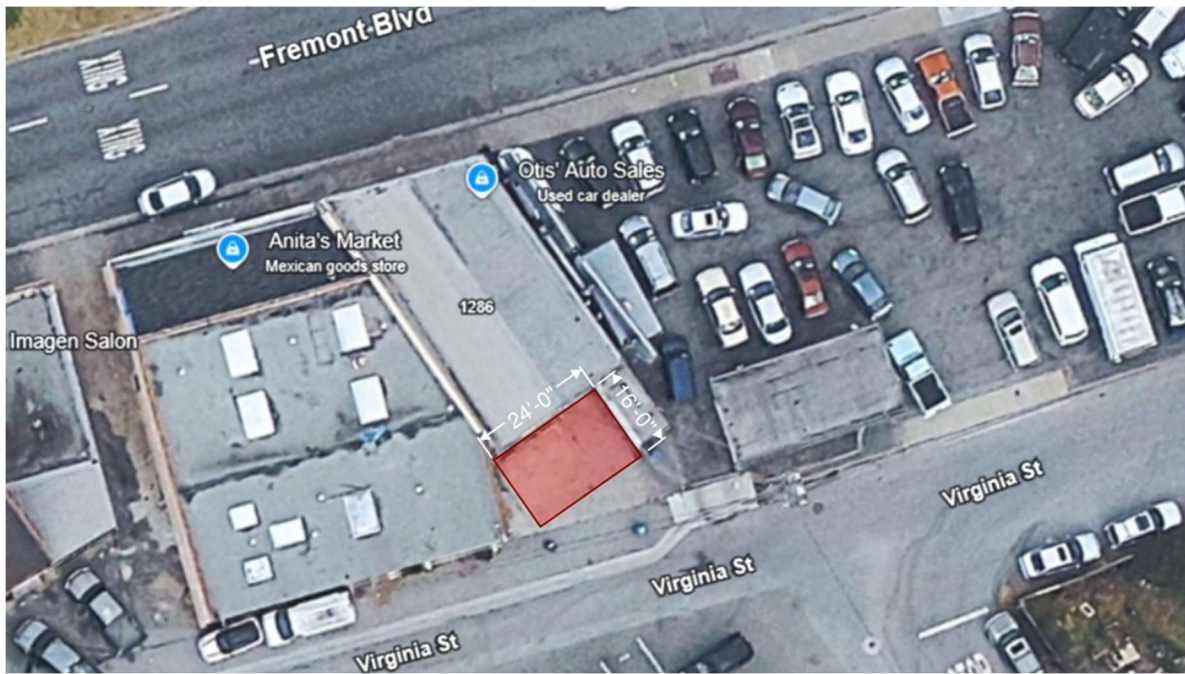
Applicant Proposed Permit Parking Zone.



Approximate Proposed Sign Locations.



Proposed Sign Placement and Remaining Parking to the North.



Ariel Picture and Dimensions of the Parking in the Rear

10.04.050 Central traffic district.

The “central traffic district” shall consist of all streets and portions of streets within the area described as follows: Fremont Boulevard from the north side of the intersection of Military Avenue to the north side of the intersection of Portola Avenue; Del Monte Boulevard from the south city limit to the north city limit; Broadway from the east side of the intersection of Noche Buena Street to the west side of the intersection of Del Monte Boulevard; Palm Avenue from the west side of the intersection of Calaveras Street to the intersection of Del Monte Boulevard. (Ord. [1003A](#) § 1(2), 2012; Ord. 17, 1955; prior code § 9-204)

10.04.075 Permit parking spaces on city-owned property.

The city council may establish, by resolution from time to time, permit parking spaces in the city off-street parking lots, streets or on other city-owned property. When authorized signs are in place giving notice thereof no person shall stop, stand or park a vehicle in any such space unless such person has displayed a valid, unexpired permit parking sticker. The resolution shall set the yearly or bi-yearly charge for such permit parking and permit parking receipts derived from parking permits shall be credited to the administration of the parking permit program. (Ord. 1009 § 1(2), 2013)

10.32.010 Parking time limited in central traffic district.

When authorized signs are in place giving notice thereof, no person shall stop, stand, or park any vehicle within the central traffic district between the hours of eight a.m. and six p.m. of any day except Sundays and holidays for a period longer than two hours. (Ord. [1003A](#) § 1(1), 2012; Ord. 17, 1955; prior code § 9-266)



CITY OF SEASIDE STAFF REPORT

Item No.: 9.K.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: September 17, 2026

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPTION AGREEMENT FOR EV CHARGING SERVICES SITE LICENSE AT PARKING LOT 1 FOR THE PURPOSE OF INSTALLING AND OPERATING DIRECT CURRENT FAST CHARGING INFRASTRUCTURE

RECOMMENDATION

Approve the Option Agreement for Site Lease.

BACKGROUND

The City's Climate Action and Adaptation Plan 2025 (CAAP 2025) includes the strategy to install a robust public EV charging network, ensuring 90% of residents live within a 5-minute drive of a charging station and including fast-charging stations in key areas. California's National Electric Vehicle Infrastructure (NEVI) Formula Program – Solicitation 6 is a competitive grant solicitation for the deployment of EV charging stations with publicly accessible, high-powered, direct current fast chargers (DCFCs) to support light-duty EV travel along major corridors in California. Applications for this funding are open and due October 16, 2026. EV chargers, eligible for funding, must be located at sites available to the public 24 hours a day, 7 days a week. NEVI grant funding is limited to 80% of eligible project cost and local governments are not eligible to apply to the NEVI solicitation. Thus, the City is working with a development partner, Citizen Energy, who will prepare and apply for the funding, and the City will serve as a host of DCFC infrastructure.

Citizen Energy will apply to the NEVI grant for the installation of a minimum of 4 DCFCs

to be installed at Seaside's Parking Lot 1. Award of this funding will advance progress on achievement of the City's CAAP 2025 EV charging strategy. Specifically, should funds be awarded, Citizen Energy will install, operate and maintain a minimum of 4 DCFCs including no less than one ADA accessible Charger at Parking Lot 1. This site was selected based on its ability to be competitive for award based on the solicitation's criteria including project readiness, distance from Highway 1 exit and public availability 24 hours a day, 7 days a week, among others. Citizen Energy will provide all grant match requirements, including rebates committed from Central Coast Community Energy.

To demonstrate project readiness, it is necessary for the City to enter into an Option Agreement for Site Lease (Attachment) of spaces at Parking Lot 1 with Citizen Energy to include in the grant application. The parking locations to be leased would be at 490 Broadway Ave, Parking Lot 1, APN 011-302-002-000. Should the grant be successful, staff will return with a final lease to be approved by Council to facilitate installation of the 4 DCFC EV charging stations. Earlier this year, the City of Santa Cruz entered into a similar agreement with Citizen Energy who successfully applied and was awarded funding from Solicitation 3 of the NEVI grant to install and maintain DCFC.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) DETERMINATION:

The proposed Council action is categorically exempt from CEQA under the following:

- Class 1 Categorical Exemption (14 CCR 15301 for Existing Facilities) and Class 4 Categorical Exemption (14 CCR 15304 for Minor Alterations to Land) - The proposed Council action consists of approving an Option Agreement, where a developer would make minor alterations to public property to install DCFCs, involving negligible or no expansion of existing use of the public facilities. Project ground disturbance would occur within previously disturbed areas and is limited in scope.
- Common Sense Exemption (14 CCR 15061(b)(3)) – The proposed Council action is not subject to CEQA because it can be seen with certainty that the project will have no significant effect on the environment.

RECOMMENDATION

City staff are recommending that the Council approve the agreement in substantially the form as attached with authority granted to the City Attorney to make modifications consistent with the Council's direction.

FISCAL IMPACT

The option agreement itself will have no impact on the General Fund. If Citizens Energy is awarded the grant, a profit-sharing option can be negotiated in the final lease agreement which would positively benefit the General Fund.

STRATEGIC PRIORITY

Enhanced Physical Infrastructure & Abundant Water Supply

ATTACHMENTS

1. Resolution
 2. Preliminary Site Plan
 3. EV Charging Option Agreement version for Council Approval
-

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 OPTION AGREEMENT
FOR EV CHARGING SERVICES SITE LICENSE AT PARKING LOT 1 FOR THE
PURPOSE OF INSTALLING AND OPERATING DIRECT CURRENT FAST
CHARGING INFRASTRUCTURE**

WHEREAS, the City's Climate Action and Adaptation Plan 2025 (CAAP 2025) includes the strategy to install a robust public EV charging network, ensuring 90% of residents live within a 5-minute drive of a charging station and including fast-charging stations in key areas; and

WHEREAS, California's National Electric Vehicle Infrastructure (NEVI) Formula Program – Solicitation 6 is a competitive grant solicitation for the deployment of EV charging stations with publicly accessible, high-powered, direct current fast chargers (DCFCs) to support light-duty EV travel along major corridors in California; and

WHEREAS, local governments are not eligible to apply to the NEVI solicitation and the City is working with a development partner, Citizen Energy, who will prepare and apply for the funding, and the City will serve as a host of DCFC infrastructure; and

WHEREAS, Parking Lot 1 is the selected site for 4 DCFC based on its ability to be competitive for award based on the solicitation's criteria including project readiness, distance from Highway 1 exit and public availability 24 hours a day, 7 days a week, among others; and

WHEREAS, to demonstrate project readiness, it is necessary for the City to enter into an Option Agreement for Site Lease of spaces at Parking Lot 1 with Citizen Energy to include in the grant application; and

WHEREAS, the project is determined to be Categorical Exemption under Class 1 Categorical Exemption (14 CCR 15301 for Existing Facilities) and Class 4 Categorical Exemption (14 CCR 15304 for Minor Alterations to Land).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute an Option Agreement for EV Charging Services Site License at Parking Lot 1 for the purpose of installing and operating Direct Current Fast Charging infrastructure with authority granted to the City Attorney to make modifications consistent with Council's direction.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 17th day of September, 2026 by the following vote:

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

APPROVED:

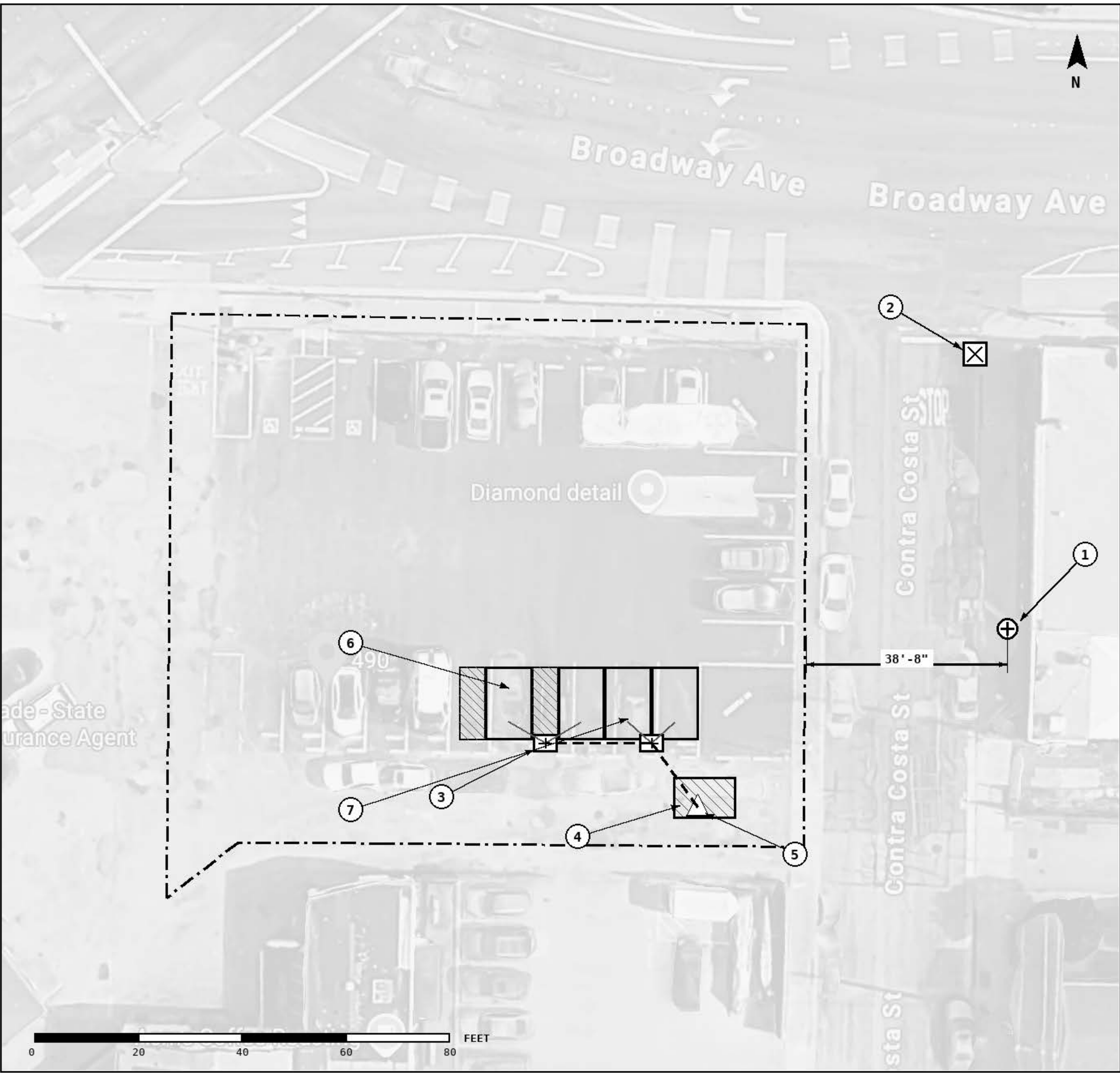
Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



KEYNOTES	
①	EXISTING PG&E PRIMARY OVERHEAD, EAST SIDEWALK. DESIGN TAP SEC. 4989485, DEL MONTE 2102, BANK 1.
②	EXISTING UNDERGROUND DISTRIBUTION SWITCH IN CONTRA COSTA ST ROADWAY.
③	NEW DC FAST CHARGING UNIT, BTC 320 kW ALL-IN-ONE, DUAL PORT. 2 REQ'D, 4 PORTS TOTAL AT 160 kW PER PORT.
④	NEW EQUIPMENT YARD: SWITCHBOARD AND METERING SECTION. SERVICE TRANSFORMER AND PAD BY PG&E – NOT SHOWN.
⑤	SERVICE POINT – PG&E “SERVICE DELIVERY POINT” PER ELECTRIC RULE 29. LOCATION DESIGNATED BY PG&E.
⑥	(1) NEW 9'-0" ADA-ACCESSIBLE EV STALL WITH 5'-0" ACCESS AISLE EACH SIDE. SIGNAGE, MARKINGS AND PATH OF TRAVEL PER CBC 11B.
⑦	(3) NEW 9'-0" EV STALLS. EXISTING STALLS TO BE REMOVED AND RE-STRIPED.

LINE TYPES	
---	PROPERTY LINE
---	NEW UNDERGROUND
---	NEW EQUIPMENT
---	EXISTING / REF.

490 BROADWAY AVENUE • SEASIDE, CALIFORNIA 93955 • APN 011-302-002-000			PRELIMINARY SITE SKETCH
PRELIMINARY SITE PLAN – DC FAST CHARGING STATION CITIZEN ENERGY			SK-1 NOT AN ENGINEERED DRAWING NOT FOR CONSTRUCTION
DRAWING TYPE CONCEPTUAL DATE 2026-09-08		BASIS AERIAL REV A	

OPTION AGREEMENT FOR EV CHARGING SERVICES SITE LICENSE

THIS OPTION AGREEMENT FOR EV CHARGING SERVICES SITE LICENSE (this "Option Agreement") is made and entered into as of _____, 2026 (the "Effective Date") by and between Citizen Energy, LLC (the "Developer") and City of Seaside (the "Owner").

WHEREAS, Owner owns certain real property located at 490 Broadway Ave, Seaside, CA 93955 (the "Property"); and

WHEREAS, Developer is applying for grant funding through the California Energy Commission (CEC) Solicitation GFO-25-603 (the "NEVI Grant") to install, own, and operate DCFC electric vehicle (EV) charging infrastructure; and

WHEREAS, Developer requires site control to satisfy the "Project Readiness" requirements of the NEVI Grant; and

WHEREAS, Owner desires to support the expansion of public EV charging and is willing to grant Developer an option to license a portion of the Property for such purposes under the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows.

1. Grant of Option.

Owner hereby grants to Developer the exclusive and irrevocable right and option (the "Option") to license a portion of the Property, as generally depicted in the Preliminary Site Plan attached hereto as Exhibit A (the "Premises"), for the purpose of constructing, installing, operating, and maintaining a NEVI-compliant EV charging station, subject to authorization of this Option Agreement by the Seaside City Council as described in Section 1.2 below. The exclusivity granted in this Section 1 applies solely to EV charging services on the Premises and shall not restrict Owner's use of, or arrangements regarding, any other portion of the Property. Licensed portion of the property shall be less than ½ acre and not contiguous to land owned by the City for affordable housing or open space.

1.2 Council Authorization.

Notwithstanding anything herein to the contrary, this Option Agreement shall not be binding on Owner, and no obligation of Owner shall arise hereunder, unless and until it has been approved by resolution of the Seaside City Council in accordance with Government Code Section 37380 and any other applicable law.

2. Option Period.

The term of this Option (the "Option Period") shall commence on the Effective Date and shall expire twenty four (24) months thereafter. Developer may request, and Owner may grant in its reasonable discretion, up to two (2) additional extensions of the Option Period of six (6) months each if Developer demonstrates that additional time is reasonably necessary to obtain a Notice of Proposed Award from the California Energy Commission under the NEVI Grant.

3. Exercise of Option.

Developer may exercise the Option at any time during the Option Period, by written notice of exercise to Owner (the "Notice of Exercise"). Owner and Developer shall execute a "Site License Agreement" within thirty (30) days of Developer delivering a Notice of Exercise. The exercise of this Option is expressly contingent upon Developer receiving a "Notice of Proposed Award" (NOPA) from the California Energy Commission under NEVI Grant GFO-25-603 and the Due Diligence provisions set forth in Section 4. The Site License Agreement shall have a term of no less than ten (10) years, and no greater than 15 years including all lease extensions. The Site License Agreement shall require Developer to pay Owner a license fee accounting for the Developer's investment in the project and the forecasted demand for and utilization of the EV charging station, which the parties shall negotiate in good faith prior to execution and which may consist of a fixed annual fee, a share of gross EV charging revenue, or a combination of both; provided that Owner may require an independent appraisal to establish a minimum fee floor consistent with Government Code Section 37380.

4. Right of Entry and Due Diligence.

During the Option Period, Developer and its agents, contractors, and consultants shall have the right to enter the Property at reasonable times and upon Owner's prior written consent to perform "Due Diligence Activities," including but not limited to design, surveying, engineering, utility feasibility, and environmental assessments. Prior to any entry onto the Property, Developer shall furnish Owner with a certificate of insurance evidencing (i) commercial general liability insurance with limits of not less than \$2,000,000 per occurrence, naming Owner, its officers, agents, and employees as additional insureds; (ii) automobile liability insurance with limits of not less than \$1,000,000 per accident; and (iii) workers' compensation insurance as required by California law. Developer shall comply with all onsite health and safety requirements from Owner during such entry. Upon reasonable advance notice to Owner, Developer shall have access during normal business hours to any and all historic documents, drawings, plans, correspondence, and memoranda in the possession or control of Owner which relate to the Property and which may be needed for regulatory planning, permitting, utility, or general design purposes. During the Option Period, Owner and its agents, contractors, and consultants shall confirm that the license proposed by Developer is consistent with all existing utility capacities and easement locations. Developer shall, at its sole cost, restore the Property to substantially the condition existing prior to any Due Diligence Activities promptly upon completion of such activities or upon expiration or termination of this Option Agreement, whichever occurs first.

5. Representations, Warranties and Covenants.

Owner represents and warrants to Developer that it owns the Property. Owner further represents and warrants to Developer that Owner and each person signing this Option Agreement on behalf of Owner has the full and unrestricted power and authority to execute and deliver this Option Agreement and grant the interests herein granted. Owner also represents that, upon and/or in connection with the exercise of the Option by Developer, Owner will obtain any necessary consents and/or subordination agreements from any lienholders and any and all tenants having a possessory interest in the Property at the time the Option is exercised. Additionally, Owner represents and warrants to Developer that as of the date hereof: (i) no third party has any option or right to purchase, lease, license, or otherwise occupy or use all or any part of the Property to perform EV charging services; (ii) Owner has not received any written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Owner's interest in the Property; and (iii) Owner has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Property or its operation thereon, including, without limitation, any environmental laws and has no reason to believe that there are grounds for any claim of any such violation.

6. Indemnification.

Developer agrees to indemnify and hold harmless Owner, its officers, agents and employees from all liability, loss, claim, damage, cost and expense arising from or relating to Developer's entry onto the Property, its Due Diligence Activities under Section 4, or the negligent acts or omissions or willful misconduct of Developer, its contractors or representatives, except to the extent such property damage, personal injury or death results from the gross negligence or willful misconduct of Owner, its contractors, employees or representatives. The foregoing indemnity provision shall survive the exercise of the Option or the termination of this Option Agreement for a period of three (3) years and shall thereafter terminate and expire.

7. Termination.

Either party may terminate this Option Agreement if the Developer fails to receive a "Notice of Proposed Award" (NOPA) from the California Energy Commission under the NEVI Grant. This Option Agreement is also contingent upon both parties' satisfaction of their due diligence investigations, as further specified in Section 4. If, in either party's sole and absolute discretion, the results of such investigations are inconsistent with a Site License Agreement, either party may terminate this Agreement by providing written notice to the other prior to the expiration of the Option Period.

Owner may also terminate this Option Agreement prior to Developer's exercise of the Option upon ninety (90) days' prior written notice to Developer if Owner's City Council determines, in the exercise of its legislative discretion, that the Property is needed for a public purpose inconsistent with the Option; provided that Owner shall reimburse Developer for reasonable, documented out-of-pocket third-party due diligence costs incurred prior to such notice, not to exceed \$5,000. Any

material breach of this Option Agreement that remains uncured for thirty (30) days after written notice specifying the breach shall constitute a default, entitling the non-breaching party to terminate this Option Agreement and pursue all remedies available at law or in equity, subject to Section 17.

8. Effect of Option Agreement; Interest in Real Property.

The parties intend that the Option Agreement create a valid and present interest in the Property in favor of Developer. Therefore, this Option Agreement shall be deemed an interest in and encumbrance upon the Property and shall be binding upon the Property and Owner and its successors and assigns and shall inure to the benefit of Developer and its successors and assigns. Owner covenants and agrees that during the Option Period, Owner shall not convey the Property or any interest therein or permit any lien or encumbrance to attach to the Property unless the transferee or lien holder, as the case may be, shall agree, in writing, to be bound by this Option Agreement. Owner shall also protect and defend Developer's interest in the Property and its rights and benefits under this Option Agreement. Promptly following the Effective Date, upon Owner's request the parties shall execute, and Developer may record, a Memorandum of Option in a form reasonably acceptable to Owner, in lieu of recording this Option Agreement in its entirety. If this Option Agreement expires or is terminated without exercise, Developer shall, within fifteen (15) days of such expiration or termination, execute and record a quitclaim or release of any recorded Memorandum of Option and provide Owner with a recorded copy.

9. Property Improvements.

During the Option Period, Owner shall notify Developer of any proposed improvements on the Property and shall work with Developer to minimize the impact of such improvements to the proposed EV charging infrastructure and services.

10. Development Plan Review.

The Owner shall have the right to review, comment on, and approve of any development plan prior to construction. No development may occur prior to the Owners final approval of the development. Development review shall include, but not be limited to environmental plans and permitting, EV charging infrastructure layout, EV charging infrastructure materials and equipment selection, ADA accessibility improvements, signage, and local codes and ordinances. All development shall follow codes, ordinances, and standards applicable at the site including city standard details. All development shall be subject to local Building Dept. review, and subject to standard development fees and expenses. Developer shall be solely responsible, at its sole cost, for compliance with the California Environmental Quality Act (CEQA) and for obtaining any environmental clearance required prior to construction. The Site License Agreement shall require Developer, at the expiration or earlier termination of the Site License Agreement, to remove all EV charging equipment and improvements and restore the Premises to a condition reasonably satisfactory to Owner, unless Owner elects in writing to retain any such improvements.

11. Assignment.

Developer shall at all times have the right to sell, assign, encumber, or transfer all or any part of its rights and interests under this Option Agreement without Owner's consent; provided, however, that the term of any such transfer shall not extend beyond the Option Period and that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Option Agreement. Developer shall provide Owner prior notice of any proposed assignment and notice after any assignment is made.

12. No Waiver.

No waiver of any right under this Option Agreement shall be effective for any purpose unless it is in writing and is signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Option Agreement.

13. Confidentiality.

Owner shall maintain in the strictest confidence, for the sole benefit of Developer, Developer's site design and product design, methods of operation and methods of construction and power production or availability of the Developer's project, and, without written permission from Developer, unless otherwise required by law, including the California Public Records Act (Government Code Section 7920.000 et seq.), Owner shall not share such confidential information to any person or in any form. Developer acknowledges that Owner is a public agency subject to the California Public Records Act and that Owner's compliance with a valid Public Records Act request shall not constitute a breach of this Section 13. Developer shall likewise maintain in confidence, and shall not disclose to any third party without Owner's prior written consent, any non-public records, data, or information Owner provides to Developer under Section 4, except as required by law.

14. Relationship of Parties.

The duties, obligations and liabilities of each of the parties are not joint or collective. This Option Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Owner and Developer or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Owner and Developer shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

15. No Representation.

Developer makes no representation or warranty as to the likelihood that it will exercise the Option or as to the suitability of the Property for development of EV charging infrastructure and services project.

16. Partial Invalidity.

Should any term or provision of this Option Agreement, or the application thereof to any person or circumstance, to any extent, be invalid or unenforceable, the remainder of this Option Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Option Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. Attorneys' Fees.

The prevailing party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Option Agreement or for the interpretation of this Option Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

18. Governing Law.

The terms and provisions of this Option Agreement shall be interpreted in accordance with the laws of the State of California applicable to contracts made and to be performed within such State and without reference to the choice of law principles of such State or any other state.

19. Possessory Interest Tax Notice.

Pursuant to Revenue and Taxation Code Section 107.6, Developer is hereby notified that a possessory interest in real property may be created by this Option Agreement and/or the Site License Agreement, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Developer shall be solely responsible for any possessory interest taxes assessed against its interest under this Option Agreement or the Site License Agreement.

20. Public Land Use and Environmental Compliance.

The parties acknowledge that Owner's ability to enter into the Site License Agreement may be subject to the Surplus Land Act (Government Code Section 54220 et seq.) to the extent applicable, and Owner shall make any findings or declarations required to establish an exemption, or shall otherwise comply with the Surplus Land Act, prior to executing the Site License Agreement. Nothing in this Option Agreement shall be construed as a final land use approval; all development remains subject to Section 10 and applicable state and local law.

21. Prevailing Wage and Public Works Compliance.

To the extent construction, alteration, installation, or repair work performed on the Premises under the Site License Agreement constitutes a "public work" under Labor Code Section 1720 et seq. (including by reason of Developer's receipt of NEVI Grant funds), Developer shall comply, and shall require its contractors to comply, with all applicable prevailing wage and public works

requirements, and shall indemnify Owner for any liability, penalty, or assessment arising from Developer's or its contractors' failure to do so.

22. Entire Agreement.

This Option Agreement, together with its attached exhibits, contains the entire agreement between the parties hereto with respect to the subject matter hereof and any prior agreements, discussions or understandings, written or oral, are superseded by this Option Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Option Agreement shall be effective unless set forth in writing and signed by each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement as of the Effective Date first written above.

OWNER:

CITY OF SEASIDE, a California general law city

By: _____

Name: _____

Title: _____

Date: _____

DEVELOPER:

CITIZEN ENERGY, LLC

By: _____

Name: _____

Title: _____

Date: _____

Attachments: Exhibit A – Preliminary Site Plan;



CITY OF SEASIDE STAFF REPORT

Item No.: 9.L.

TO: City Council

FROM: Greg McDanel, City Manager

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

DATE: September 17, 2026

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

RECOMMENDATION

Approve the agreement.

BACKGROUND

The City of Seaside Recreation Department wishes to continue its partnership with the Monterey Peninsula Unified School District (MPUSD) in support of after-school recreational and enrichment programming at the Dual Language Academy of the Monterey Peninsula (DLAMP). Following the City's first year of providing programming at DLAMP, the City and MPUSD propose continuing their collaboration for the 2026–27 school year through a staffing partnership that supports both after-school programming and workforce development opportunities for local high school students.

The City of Seaside Recreation Department provides recreational and enrichment opportunities for youth throughout the community, including sports, arts and enrichment activities, youth engagement, and other structured recreational programming. The partnership with MPUSD extends these services to DLAMP while also creating an opportunity for high school students recommended by MPUSD to gain meaningful work experience, leadership skills, and career readiness experience.

Under the proposed agreement, the City will recruit, hire, train, schedule, and supervise high school student employees recommended by MPUSD to assist with after-school recreational and enrichment programming at DLAMP. Student employees may assist with youth engagement activities, recreation and sports programming, arts and enrichment activities, classroom and activity support, program set-up and clean-up, and mentorship and leadership development activities.

The City will coordinate with MPUSD and DLAMP administration regarding staffing needs and will hire participating students in accordance with City employment policies and procedures. The Recreation Department will provide training related to workplace expectations, youth engagement, recreation programming, and safety procedures. Qualified City staff will supervise the student employees during scheduled shifts and program activities and will monitor employee attendance, performance, and conduct.

The City will also develop work schedules based on program needs and student availability, coordinate with DLAMP administration regarding program schedules and campus access, and maintain the payroll and time sheet records necessary to document student employee hours.

MPUSD will identify and recommend eligible high school students for participation in the program and will assist with communication and coordination as necessary. MPUSD will reimburse the City for wages associated with student employees hired under the agreement at a rate of **\$20.00 per hour**. The agreement anticipates that each student will work approximately **10 hours per week**, with a maximum of **four student employees** participating in the program.

Based on the staffing levels identified in the agreement, the estimated reimbursement to the City is **\$3,200 per month**, with an estimated total cost of **\$28,000 for the 2026–27 school year**. MPUSD will make payments upon receipt of invoices and supporting payroll documentation provided by the City.

The agreement will be effective for the 2026–27 school year, beginning on the first day of programming and concluding on the last instructional day of the school year. The agreement may be renewed annually upon mutual consent of both parties.

The Recreation Department will serve as the lead agency for managing program operations. City staff and MPUSD will maintain regular communication regarding program effectiveness, staffing needs, student participation, scheduling, and operational issues. Program outcomes and operational effectiveness may also be reviewed periodically throughout the school year.

This agreement formalizes the continued collaboration between the City and MPUSD by supporting after-school recreational programming at DLAMP while providing participating high school students with paid employment, practical work experience,

leadership development, and career readiness opportunities.

FISCAL IMPACT

Under the proposed agreement, MPUSD will reimburse the City for wages associated with student employees at a rate of \$20.00 per hour. Based on up to four student employees working approximately 10 hours per week, the agreement estimates reimbursement at \$3,200 per month and \$28,000 for the 2026–27 school year.

Payments will be made to the City upon submission of invoices and supporting payroll documentation. Program revenues and corresponding expenditures will be accounted for within the Recreation Department budget in accordance with the adopted Fiscal Year 2026–27 budget.

STRATEGIC PRIORITY

Diverse and Inclusive Community, Community Safety & Quality of Life

ATTACHMENTS

1. DLAMP Staff Reso 2026
2. DLAMP Employee SOW 2026

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

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

WHEREAS, the City of Seaside Recreation Department provides youth development, recreation, enrichment, and other programs and services for the benefit of youth in the community; and

WHEREAS, the City of Seaside and Monterey Peninsula Unified School District (MPUSD) desire to continue their partnership in support of after-school recreational and enrichment programming at the Dual Language Academy of the Monterey Peninsula (DLAMP) during the 2026–27 school year; and

WHEREAS, the proposed agreement establishes a staffing partnership through which the City will recruit, hire, train, schedule, and supervise high school student employees recommended by MPUSD to assist with after-school recreational and enrichment programming at DLAMP; and

WHEREAS, participating student employees may assist with youth engagement activities, recreation and sports programming, arts and enrichment activities, classroom and activity support, program set-up and clean-up, and mentorship and leadership development activities; and

WHEREAS, the staffing partnership is intended to support after-school programming at DLAMP while providing participating high school students with meaningful employment, leadership development, and career readiness opportunities; and

WHEREAS, under the proposed agreement, MPUSD will reimburse the City for wages associated with student employees hired for the program at a rate of \$20.00 per hour, with each student anticipated to work approximately 10 hours per week and a maximum of four student employees participating in the program; and

WHEREAS, based on the anticipated staffing levels, the agreement provides for an estimated reimbursement of \$3,200 per month and \$28,000 for the 2026–27 school year, with payments made upon receipt of invoices and supporting payroll documentation provided by the City; and

WHEREAS, the City of Seaside Recreation Department will serve as the lead agency in managing program operations and will coordinate with MPUSD and DLAMP administration regarding staffing needs, scheduling, campus access, student participation, and other operational matters; and

WHEREAS, the agreement will be effective for the 2026–27 school year, beginning on the first day of programming and concluding on the last instructional day of the school year, and may be renewed annually upon mutual consent of the parties; and

WHEREAS, the City Council finds that entering into the agreement is mutually beneficial to the City and MPUSD and supports youth development, workforce readiness, and continued after-school recreational programming at DLAMP.

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of September 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



RECREATION DEPARTMENT

986 Hilby Avenue
Seaside, CA 93955
www.ci.seaside.ca.us

Telephone 831-899-6800
Fax 831-899-6274

Scope of Work Staffing Partnership Agreement between the City of Seaside Recreation Department and Monterey Peninsula Unified School District (MPUSD)

I. Purpose

This Scope of Work outlines the responsibilities, terms, and expectations for a staffing partnership between the City of Seaside Recreation Department and the Monterey Peninsula Unified School District (MPUSD) to support after-school and youth programming at the Dual Language Academy of the Monterey Peninsula (DLAMP).

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

II. Program Description

The City of Seaside Recreation Department will recruit, hire, train, schedule, and supervise high school student employees recommended by MPUSD to support after-school recreational and enrichment programming at DLAMP.

Student staff may assist with:

- Youth engagement activities
- Recreation and sports programming
- Arts and enrichment activities
- Classroom and activity support
- Program set-up and clean-up
- Mentorship and leadership development activities

The program is intended to provide meaningful work experience, leadership development, and career readiness opportunities for participating students while supporting high-quality after-school programming services.

III. Responsibilities of the City of Seaside Recreation Department

1. Recruitment and Hiring:

- Coordinate with MPUSD and DLAMP administration regarding staffing needs.
- Hire high school students recommended by MPUSD in accordance with City employment policies and procedures.
- Ensure all required employment documentation and onboarding requirements are completed prior to assignment.

Include, Innovate, Inspire

2. Training and Supervision:

- Provide training related to workplace expectations, youth engagement, recreation programming, and safety procedures.
- Assign qualified City staff to supervise student employees during all scheduled shifts and program activities.
- Monitor attendance, performance, and conduct of all student employees.

3. Scheduling and Program Coordination:

- Develop work schedules aligned with program operational needs and student availability.
- Coordinate with DLAMP administration regarding program schedules, campus access, and staffing support needs.
- Maintain accurate payroll and timesheet records for all student employees

4. Workplace Safety and Compliance

- Ensure all activities are conducted in compliance with applicable City policies, labor regulations, and safety standards.
- Provide a safe and supportive work environment for participating students

IV. Responsibilities of MPUSD

1. Student Recommendations:

- Identify and recommend eligible high school students for participation in the program.
- Encourage student participation and support communication with families as needed.

2. Financial Reimbursement:

- Reimburse the City of Seaside for wages associated with student employees hired for the program at a rate of \$20.00 per hour.
 - 1. Students would work 10 hours a week
 - 2. Maximum of 4 Students Hired for Program
 - 3. Total monthly cost would be: **\$3,200**, with the yearly cost at **\$28,000**.
- Payments shall be made upon receipt of invoices and supporting payroll documentation provided by the City

3. Coordination and Support:

- Collaborate with the City to address operational issues, scheduling needs, or student concerns.
- Assist with coordination between participating schools and program staff as necessary

V. Term of Agreement

- This agreement will be effective for the **2026–2027 school year**, beginning on the first day of programming and concluding on the last instructional day of the school year.
- The agreement may be **renewed annually** upon mutual consent of both parties.

VI. Program Oversight and Evaluation

- The City of Seaside's Recreation Department will serve as the lead agency in managing program operations.
- Both parties agree to maintain regular communication regarding program effectiveness, staffing needs, and student participation.
- Program outcomes and operational effectiveness may be reviewed periodically throughout the school year.

VII. Agreement Summary

This partnership supports the continued collaboration between the City of Seaside Recreation Department and MPUSD by creating meaningful employment opportunities for local high school students while strengthening after-school programming services at DLAMP. The agreement reflects a shared commitment to youth development, workforce readiness, and community engagement.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.M.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager

DATE: September 17, 2026

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF
BROADWAY AVENUE FROM ALHAMBRA TO CALAVERAS STREET
FOR THE SEASIDE STARS 5TH ANNUAL UNVEILING EVENT ON
SATURDAY, OCTOBER 10, 2026**

RECOMMENDATION

Adopt a resolution authorizing the street closure for the Seaside Stars unveiling event.

BACKGROUND

The City of Seaside will be hosting its fifth annual "Seaside Stars" unveiling ceremony on Saturday, October 10, 2026. The "Seaside Stars" program is a way that the City of Seaside can honor members of the Seaside Community who have contributed to the betterment of the City with a "Star" on Broadway. There are a variety of different categories that honorees could fall into, such as: Outstanding Achievement, Community & Social Equality, Journalism & Literature, Athletics & Competition, Education, Arts & Performing Media, Government & Civics, and Environment & Conservation.

The closure of Broadway Avenue from Alhambra to Calaveras Street will provide an event space for the public and honorees to move safely and freely to view all the new stars that will be installed to honor the community. The proposed road closure will be from 10 a.m. – 3 p.m.

FISCAL IMPACT

The project has been budgeted in FY 26/27.

STRATEGIC PRIORITY

Vibrant Local Economy, Diverse and Inclusive Community

ATTACHMENTS

1. Stars Roas closure 2026
-

Reviewed for Submission to the City Council by:

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

Greg McDanel, City Manager

RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING THE CLOSURE OF BROADWAY AVENUE FROM ALHAMBRA TO
CALAVERAS STREETS FOR THE SEASIDE STARS 5TH ANNUAL UNVEILING
EVENT ON SATURDAY, OCTOBER 10, 2026**

WHEREAS, The City of Seaside will be holding their second annual Seaside Stars Unveiling event that is open to the public; and

WHEREAS, the closure of Broadway Avenue from Alhambra Street to Calaveras Street is necessary between the hours of 10:00 a.m. and 3:00 p.m. on Saturday, October 10, 2026, to ensure the safety of the public;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the closure of Broadway Avenue from Alhambra Street to Calaveras Street is necessary between the hours of 10:00 a.m. and 3:00 p.m. on Saturday, October 10, 2026, to ensure the safety of the public

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of September 2026, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 9.N.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Paul Blaha, Deputy Fire Chief

DATE: September 17, 2026

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF
YOSEMITE STREET, BETWEEN BROADWAY AVENUE AND
MENDOCINO STREET, ON OCTOBER 3, 2026 FOR SEASIDE FIRE
DEPARTMENT'S ANNUAL COMMUNITY PUBLIC EDUCATION
OPEN HOUSE**

RECOMMENDATION

Adopt a resolution approving closure of Yosemite Street, between Broadway Avenue and Mendocino Street on October 3, 2026, from 7:00 a.m. - 4:00 p.m. for the Fire Department's annual public education open house.

BACKGROUND

Every year, the Seaside Fire Department has a community open house to allow the public to interact with firefighters, learn fire prevention safety tips, witness fire safety and rescue demonstrations and see various firefighting apparatus and equipment. Educational events are hosted by cities and fire departments throughout the United States.

The National Fire Protection Association (NFPA) has announced that fire prevention week will be celebrating its 104th anniversary. According to NFPA, Fire Prevention Week is the longest-running US public health observance on record.

It is necessary to close a portion of Yosemite Street between Broadway Avenue and Mendocino Street, so fire apparatus can be out for display, and various community vendors can set up educational tables. The neighbors are informed weeks in advance by delivering a letter to each home that may be impacted.

A street closure resolution and proclamation are a part of the September 17, 2026, City Council agenda.

This year the theme for this event will be "Charge into Fire Safety: Safe Charging is a Superpower".

FISCAL IMPACT

Fiscal Impact is approximately \$6,000.00.

STRATEGIC PRIORITY

Community Safety & Quality of Life

ATTACHMENTS

1. Resolution
2. 2026 Open House Road Closure Letter

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 CLOSURE OF YOSEMITE STREET, BETWEEN BROADWAY AVENUE AND MENDOCINO STREET, FOR THE SEASIDE FIRE DEPARTMENT OPEN HOUSE ON SATURDAY, OCTOBER 3, 2026.

WHEREAS, the City of Seaside will be holding their annual Fire Department Open House that is open to the public; and

WHEREAS, the closure of Yosemite Street between Broadway Avenue and Mendocino Street, is necessary between the hours of 7:00 a.m. and 4:00 p.m. on Saturday, October 3, 2026, to ensure the safety of the public.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve the closure of Yosemite Street, between Broadway Avenue and Mendocino Street, between the hours of 7:00 a.m. and 4:00 p.m. on Saturday, October 3, 2026, to ensure the safety of the public.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of September 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



SEASIDE FIRE DEPARTMENT

1635 Broadway Avenue
Seaside, CA 93955
www.ci.seaside.ca.us

Paul Blaha, Fire Chief
pblaha@seasideca.gov
(831) 899-6786

September 8, 2026

Dear Residents,

The Seaside Fire Department is again seeking your support with the closing of Yosemite Street, between Broadway Avenue and Mendocino Street, for our Annual Open House. This section of Yosemite will be closed from 7:00 AM to 4:00 PM on Saturday, October 3, 2026. The closure will include setup and breakdown of the event.

This year's event will include live demonstrations, numerous displays, informational booths, activities for kids, as well as other various forms of fun educational information regarding fire safety.

It was your cooperation in years past that made the Fire Department Open House such a success. If you have any questions, comments, or concerns, please feel free to reach out.

We would like to thank you in advance for your cooperation and assistance in this experience, and hope that you and your families will join us this day.

Sincerely,

Paul Blaha,
Fire Chief, City of Seaside
(831) 899-6786



CITY OF SEASIDE STAFF REPORT

Item No.: 9.O.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Thomas Korman, Public Works Director/City Engineer

DATE: September 17, 2026

SUBJECT: **ADOPT A RESOLUTION APPROVING THE SPECIFICATIONS FOR THE TREE MAINTENANCE ON-CALL CONTRACT; AWARDING CONSTRUCTION CONTRACTS TO THE THREE LOWEST RESPONSIVE, RESPONSIBLE BIDDERS, WEST COAST ARBORISTS, INC., TOPE'S TREE SERVICE, INC., AND DAVEY TREE EXPERT COMPANY; AND AUTHORIZING AN ANNUAL NOT-TO-EXCEED FUNDING LIMIT OF \$100,000.00**

RECOMMENDATION

Approve contracts.

BACKGROUND

On November 21st, 2024, the City Council authorized staff to utilize multiple on-call construction contracts. On-call construction contracts are an efficient means to construct emergency work and capital improvement projects in a timely and cost-effective manner. On August 13th and 20th, 2026 staff advertised the Tree Maintenance On-Call Contract for bid.

Although the quantity of work cannot be well-defined at the outset of an annual On-Call contract, the type of work can be defined. The low-bid public bidding process required contractors to provide unit pricing, labor rates, markups, and pricing schedules that establish clear unit costs for itemized and otherwise well-defined types of work anticipated-throughout the year.

To ensure the City has a readily available workforce, the bid was advertised for multiple on-call contracts where individual work orders are offered first to the low bidder, who will be entitled to perform the work unless the contractor declines the project, or the

City determines the Contractor would be unable to timely and satisfactorily perform the work due to bidder responsibility factors established by the City including, but not limited to, adequate financial, material, equipment, facility, workforce and personnel resources. Upon such determination by the City, the project shall be offered next to the second low bidder.

The Tree Maintenance On-Call Contract established a not-to-exceed limit of \$100,000.00.

Bids for the Tree Maintenance On-Call Contract were received on August 28th, 2026. Four (4) bids were received electronically through the PlanetBids, the City of Seaside's Online bidding platform, from the following contractors:

Contractor	Grand Total Bid
West Coast Arborist, Inc.	\$552,000.00
Tope's Tree Service, Inc.	\$711,500.00
Davey Tree Expert Company	\$879,300.00
Community Tree Service, LLC	\$1,016,600.00

The award of the contract is based upon the lowest responsive, responsible bid comparing the contractors grand total bid amounts. West Coast Arborist, Inc. is the lowest responsive and responsible bidder, with a bid of \$552,000.00. Tope's Tree Service, Inc. is the second low bidder with a grand total bid of \$711,500.00. Davey Tree Expert Company is the third low bidder with a grand total bid of \$879,300.00. Staff reviewed all bids and determined them to be responsive, and that the bidders and subcontractors have the necessary qualifications, and experience level to satisfactorily perform all work within the project scope. Staff is recommending to award the Tree Maintenance On-Call Contract to the first three bidders for annual not-to-exceed \$100,000.00.

ENVIRONMENTAL COMPLIANCE

Award of an On Call contract with out defined work does not have a direct physical effect and is therefor excluded under CEQA. for work completed under this on call contract, this staff report establishes a list of categorical exemptions from the California Environmental Quality Act (CEQA) defining specific activities that fall within each class of exemptions set forth in Article 19 of the CEQA Guidelines. Projects consistent with the letter and intent of the exemptions expressed in such classes as defined herein are exempt when performed under this on call contract. All non-exempt projects shall undergo further environmental review with their findings and mitigations subject to City Council review and approval. Categorical exemptions are to be applied only where projects have not already been excluded from CEQA on some other basis. Projects that have no physical effects, or that involve only ministerial government action, are excluded.

The classes set forth in CEQA guidelines sections 15301 - 15332 are identified under the bold headings below, and explained for these exemptions as they apply to on call work in Seaside, Sand City, Del Rey Oaks, or the Presidio of Monterey including former Fort Ord areas.

Classes 3, 4, 11, and 32 are qualified by consideration of where the project is to be located. A project that would ordinarily be insignificant in its impact on the environment such as replacing a utility line under a downtown landscaped parcel may be significant, if it is in a particularly sensitive or hazardous area such as Seaside East in former Fort Ord lands with maritime chaparral and endangers, listed, or special significance species. Therefor classes will not apply where the project may impact an areas of special significance that has been designated, precisely mapped, and officially adopted pursuant to law by federal, states or local agencies, and these classes are marked with an asterisk (*). In addition all classes of exemptions are inapplicable when the cumulative impact of successive projects of the same type and/or in the same place over time are significant. Finally, exemptions shall not be applied in the following circumstances: (1) A categorical exemption shall not apply for a project which may result in damage to scenic resources, including, but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway; (2) A categorical exemption shall not apply for a project located on a site which is included on any list of hazardous waste sites compiled pursuant to Section 65962.5 of the Government Code; (3) A categorical exemption shall also not apply for a project which may cause a substantial adverse change in the significance of a historical resource.

CLASS 1: Existing Facilities

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing. Examples include but are not limited to:

(a) Interior or exterior alterations involving such things as interior partitions, plumbing,

and electrical conveyances.

(b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.

(c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).

(d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood.

(e) Additions to existing structures provided that the addition will not result in an increase of more than: (1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or (2) 10,000 square feet if: (A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and (B) The area in which the project is located is not environmentally sensitive.

(f) Addition of safety or health protection devices for use during construction of or in conjunction with existing structures, facilities, or mechanical equipment, or topographical features including navigational devices.

(g) New copy on existing on- and off-premise signs.

(h) Maintenance of existing landscaping, native growth, and water supply reservoirs (excluding the use of economic poisons, as defined in Division 7, Chapter 2, California Agricultural Code).

(i) Division of existing multiple-family or single-family residences into common-interest ownership and subdivision of existing commercial or industrial buildings, where no physical changes occur which are not otherwise exempt.

(j) Minor repairs and alterations to existing dams and appurtenant structures under the supervision of the Department of Water Resources.

(k) Conversion of a single-family residence to office use.

(l) Use of a single-family residence as a small family day care home, as defined in Section 1596.78 of the Health and Safety Code.

CLASS 2: REPLACEMENT OR RECONSTRUCTION

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

examples include but are not limited to:

(a) Replacement or reconstruction of existing schools and hospitals to provide earthquake-resistant structures which do not increase capacity more than 50 percent.

(b) Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.

(c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.

(d) Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the

surface is restored to the condition existing prior to the undergrounding.

*** CLASS 3: NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES**

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include but are not limited to: (a) One single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption. (b) A duplex or similar multi-family residential structure totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes, and similar structures designed for not more than six dwelling units.

(c) A store, motel, office, restaurant and/or similar small commercial structures not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use, if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.

(d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.

(e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

*** CLASS 4: MINOR ALTERATIONS TO LAND**

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. Examples include but are not limited to:

(a) Grading on land with a slope of less than 10 percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist-Priolo Earthquake Fault Zone or within an Official Seismic Hazard Zone, as delineated by the State Geologist.

(b) New gardening or landscaping, including the replacement of existing conventional landscaping with water-efficient or fire-resistant landscaping.

(c) Filling of earth into previously excavated land with material compatible with the natural features of the site.

(d) Minor alterations in land, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of habitat for fish and wildlife resources or greater fish production.

(e) Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.

- (f) Minor trenching and backfilling where the surface is restored.
- (g) Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies.
- (h) The creation of bicycle lanes on existing rights-of-way.
- (i) Fuel management activities within 30 feet of structures to reduce the volume of flammable vegetation, provided that the activities will not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of surface waters. This exemption shall apply to fuel management activities within 100 feet of a structure if the public agency having fire protection responsibility for the area has determined that 100 feet of fuel clearance is required due to extra hazardous fire conditions.

CLASS 7: ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF NATURAL RESOURCES

Class 7 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment. Examples include but are not limited to wildlife preservation activities of the State Department of Fish and Game. Construction activities are not included in this exemption.

CLASS 8: ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF THE ENVIRONMENT

Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption.

CLASS 9: INSPECTIONS

Class 9 consists of activities limited entirely to inspection, to check for performance of an operation, or quality, health, or safety of a project, including related activities such as inspection for possible mislabeling, misrepresentation, or adulteration of products.

*** CLASS 11: ACCESSORY STRUCTURES**

Class 11 consists of construction, or replacement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to:

- (a) On-premise signs.
- (b) Small parking lots.
- (c) Placement of seasonal or temporary use items such as lifeguard towers, mobile food units, portable restrooms, or similar items in generally the same locations from time to time in publicly owned parks, stadiums, or other facilities designed for public use.

CLASS 23: NORMAL OPERATIONS OF FACILITIES FOR PUBLIC GATHERINGS

Class 23 consists of the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose. For the purposes of this section, "past history" shall mean that the same or similar kind of activity has been occurring for at least three years and that there is a reasonable expectation that the future occurrence of the activity would not represent a change in the operation of the facility. Facilities included within this exemption include, but are not limited to, racetracks, stadiums, convention centers, auditoriums, amphitheaters, planetariums, swimming pools, and amusement parks.

CLASS 29: COGENERATION PROJECTS AT EXISTING FACILITIES

Class 29 consists of the installation of cogeneration equipment with a capacity of 50 megawatts or less at existing facilities meeting the conditions described in this section.(a) At existing industrial facilities, the installation of cogeneration facilities will be exempt where it will:(1) Result in no net increases in air emissions from the industrial facility, or will produce emissions lower than the amount that would require review under the new source review rules applicable in the county, and(2) Comply with all applicable state, federal, and local air quality laws.(b) At commercial and industrial facilities, the installation of cogeneration facilities will be exempt if the installation will:(1) Meet all the criteria described in Subsection (a),(2) Result in no noticeable increase in noise to nearby residential structures,(3) Be contiguous to other commercial or institutional structures.

CLASS 30: MINOR ACTIONS TO PREVENT, MINIMIZE, STABILIZE, MITIGATE OR ELIMINATE THE RELEASE OR THREAT OF RELEASE OF HAZARDOUS WASTE OR HAZARDOUS SUBSTANCES

Class 30 consists of any minor cleanup actions taken to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substance which are small or medium removal actions costing \$1 million or less. No cleanup action shall be subject to this Class 30 exemption if the action requires the on site use of a hazardous waste incinerator or thermal treatment unit, with the exception of low temperature thermal desorption, or the relocation of residences or businesses, or the action involves the potential release into the air of volatile organic compounds as defined in Health and Safety Code section 25123.6, except for small scale in situ soil vapor extraction and treatment systems which have been permitted by the local Air Pollution Control District or Air Quality Management District. All actions must be consistent with applicable state and local environmental permitting requirements including, but not limited to, air quality rules such as those governing volatile organic compounds and water quality standards, and approved by the regulatory body with jurisdiction over the site.

Examples of such minor cleanup actions include but are not limited to:(a) Removal of sealed, non-leaking drums or barrels of hazardous waste or substances that have been stabilized, containerized and are designated for a lawfully permitted destination;(b)

Maintenance or stabilization of berms, dikes, or surface impoundments;(c) Construction or maintenance of interim or temporary surface caps;(d) Onsite treatment of contaminated soils or sludges provided treatment system meets Title 22 requirements and local air district requirements;(e) Excavation and/or off site disposal of contaminated soils or sludges in regulated units;(f) Application of dust suppressants or dust binders to surface soils;(g) Controls for surface water run-on and run-off that meets seismic safety standards;(h) Pumping of leaking ponds into an enclosed container;(i) Construction of interim or emergency ground water treatment systems;(j) Posting of warning signs and fencing for a hazardous waste or substance site that meets legal requirements for protection of wildlife.

CLASS 31: HISTORICAL RESOURCE RESTORATION/REHABILITATION

Class 31 consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

*** CLASS 32: IN-FILL DEVELOPMENT PROJECTS**

Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section.(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.(c) The project site has no value as habitat for endangered, rare or threatened species.(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.(e) The site can be adequately served by all required utilities and public services.

FISCAL IMPACT

The On Call construction contracts with West Coast Arborists, Inc., Tope's Tree Service, Inc., and Davey Tree Expert Company are Not-To-Exceed contracts for a cumulative one hundred thousand dollars (\$100,000) over a single calendar year. The contract sum of these contracts can not be well-defined at the outset. Contractors are not at any time guaranteed work under this contract, and work is issued only under the sole discretion of the City. The contract sum may be zero dollars (\$0.00) over a contract period.

Work under this contract will be issued under individual work orders as described in the Specifications. All work orders shall undergo a financial review by the Finance Director to ensure sufficient funds are available for the work. Work Orders require signed approval by the Finance Department prior to issuance. Funding will be made through individual project budgets and/or facility accounts. Work Orders will not be issued unless adequate project funding is identified prior to issuance.

STRATEGIC PRIORITY

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

ATTACHMENTS

1. Resolution
 2. Tree Maintenance On-Call Contract Specification
 3. Addendum 1
 4. Contract - West Coast Arborists
 5. Contract - Davey Tree Experts
 6. Contract - Tope's Tree Service
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 26-XX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE****APPROVING THE SPECIFICATIONS FOR THE TREE MAINTENANCE ON-CALL CONTRACT; AWARDING CONSTRUCTION CONTRACTS TO THE THREE LOWEST RESPONSIVE, RESPONSIBLE BIDDERS, WEST COAST ARBORISTS, INC., TOPE'S TREE SERVICE, INC., AND DAVEY TREE EXPERT COMPANY; AND AUTHORIZING AN ANNUAL NOT-TO-EXCEED FUNDING LIMIT OF \$100,000.00**

WHEREAS, November 21st, 2024 the City Council approved a resolution authorizing staff to utilize multiple on call construction contracts and directing staff to bid out general engineering and general building on call contracts for multiple on call contractors; and

WHEREAS, on call contracts for construction work will provide the City of Seaside (City) with a readily available work force for construction work and emergency response often saving time and money; and

WHEREAS, On August 13th and 20th 2026 the City advertised the Tree Maintenance On-Call Contract for bid; and

WHEREAS, West Coast Arborists, Inc., was determined to have the lowest responsive and responsible bid in the amount of \$552,000.00; and

WHEREAS, Tope's Tree Service, Inc., was determined to have the second lowest responsive and responsible bid in the amount of \$711,500.00; and

WHEREAS, Davey Tree Expert Company was determined to have the third lowest responsive and responsible bid in the amount of \$879,300.00; and

WHEREAS, the basis of award for the Tree Maintenance On-Call Contract is determined by the lowest responsive responsible bid based on the grand total bid amount; and

WHEREAS, West Coast Arborists, inc., Tope's Tree Service, Inc., and Davey Tree Expert Company have successfully demonstrated their qualifications by completing similar work projects; and

WHEREAS, Award of this on call contract for work that is not yet defined has no physical effect and is excluded from CEQA; and

WHEREAS, Award of an On Call contract without defined work does not have a direct physical effect and is therefore excluded under CEQA. for work completed under this on call contract, this staff report establishes a list of categorical exemptions from the California Environmental Quality Act (CEQA) defining specific activities that fall within each class of exemptions set forth in Article 19 of the CEQA Guidelines. Projects consistent with the letter and intent of the exemptions expressed in such classes as defined herein are exempt when performed under this on call contract. All non-exempt projects shall undergo further environmental review with their findings and mitigations subject to City Council review and approval. Categorical exemptions are to be applied only where projects have not already been excluded from CEQA on some other basis. Projects that have no physical effects, or that involve only ministerial government action, are excluded.

The classes set forth in CEQA guidelines sections 15301 - 15332 are identified under the bold headings below, and explained for these exemptions as they apply to on call work in Seaside, Sand City, Del Rey Oaks, or the Presidio of Monterey including former Fort Ord areas.

Classes 3, 4, 11, and 32 are qualified by consideration of where the project is to be located. A project that would ordinarily be insignificant in its impact on the environment such as replacing a utility line under a downtown landscaped parcel may be significant, if it is in a particularly sensitive or hazardous area such as Seaside East in former Fort Ord lands with maritime chaparral and endangers, listed, or special significance species. Therefor classes will not apply where the project may impact an area of special significance that has been designated, precisely mapped, and officially adopted pursuant to law by federal, states or local agencies, and these classes are marked with an asterisk (*). In addition, all classes of exemptions are inapplicable when the cumulative impact of successive projects of the same type and/or in the same place over time are significant. Finally, exemptions shall not be applied in the following circumstances: (1) A categorical exemption shall not apply for a project which may result in damage to scenic resources, including, but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway; (2) A categorical exemption shall not apply for a project located on a site which is included on any list of hazardous waste sites compiled pursuant to Section 65962.5 of the Government Code; (3) A categorical exemption shall also not apply for a project which may cause a substantial adverse change in the significance of a historical resource.

CLASS 1: Existing Facilities

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing. Examples include but are not limited to:

(a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.

- (b) Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.
- (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).
- (d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood.
- (e) Additions to existing structures provided that the addition will not result in an increase of more than:
 - (1) 50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or
 - (2) 10,000 square feet if:
 - (A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and
 - (B) The area in which the project is located is not environmentally sensitive.
- (f) Addition of safety or health protection devices for use during construction of or in conjunction with existing structures, facilities, or mechanical equipment, or topographical features including navigational devices.
- (g) New copy on existing on- and off-premise signs.
- (h) Maintenance of existing landscaping, native growth, and water supply reservoirs (excluding the use of economic poisons, as defined in Division 7, Chapter 2, California Agricultural Code).
- (i) Division of existing multiple-family or single-family residences into common-interest ownership and subdivision of existing commercial or industrial buildings, where no physical changes occur which are not otherwise exempt.
- (j) Minor repairs and alterations to existing dams and appurtenant structures under the supervision of the Department of Water Resources.
- (k) Conversion of a single-family residence to office use.
- (l) Use of a single-family residence as a small family day care home, as defined in Section 1596.78 of the Health and Safety Code.

CLASS 2: REPLACEMENT OR RECONSTRUCTION

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. examples include but are not limited to:

- (a) Replacement or reconstruction of existing schools and hospitals to provide earthquake-resistant structures which do not increase capacity more than 50 percent.
- (b) Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.
- (c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.
- (d) Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the

surface is restored to the condition existing prior to the undergrounding.

*** CLASS 3: NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES**

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include but are not limited to:

- (a) One single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption.
- (b) A duplex or similar multi-family residential structure totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes, and similar structures designed for not more than six dwelling units.
- (c) A store, motel, office, restaurant and/or similar small commercial structures not involving the use of significant amounts of hazardous substances, and not exceeding 2,500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use, if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.
- (d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.
- (e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

*** CLASS 4: MINOR ALTERATIONS TO LAND**

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. Examples include but are not limited to:

- (a) Grading on land with a slope of less than 10 percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist-Priolo Earthquake Fault Zone or within an Official Seismic Hazard Zone, as delineated by the State Geologist.
- (b) New gardening or landscaping, including the replacement of existing conventional landscaping with water-efficient or fire-resistant landscaping.
- (c) Filling of earth into previously excavated land with material compatible with the natural features of the site.
- (d) Minor alterations in land, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of habitat for fish and wildlife resources or greater fish production.
- (e) Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.

- (f) Minor trenching and backfilling where the surface is restored.
- (g) Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies.
- (h) The creation of bicycle lanes on existing rights-of-way.
- (i) Fuel management activities within 30 feet of structures to reduce the volume of flammable vegetation, provided that the activities will not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of surface waters. This exemption shall apply to fuel management activities within 100 feet of a structure if the public agency having fire protection responsibility for the area has determined that 100 feet of fuel clearance is required due to extra hazardous fire conditions.

CLASS 7: ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF NATURAL RESOURCES

Class 7 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment. Examples include but are not limited to wildlife preservation activities of the State Department of Fish and Game. Construction activities are not included in this exemption.

CLASS 8: ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF THE ENVIRONMENT

Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption.

CLASS 9: INSPECTIONS

Class 9 consists of activities limited entirely to inspection, to check for performance of an operation, or quality, health, or safety of a project, including related activities such as inspection for possible mislabeling, misrepresentation, or adulteration of products.

*** CLASS 11: ACCESSORY STRUCTURES**

Class 11 consists of construction, or replacement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to:

- (a) On-premise signs.
- (b) Small parking lots.
- (c) Placement of seasonal or temporary use items such as lifeguard towers, mobile food units, portable restrooms, or similar items in generally the same locations from time to time in publicly owned parks, stadiums, or other facilities designed for public use.

CLASS 23: NORMAL OPERATIONS OF FACILITIES FOR PUBLIC GATHERINGS

Class 23 consists of the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose. For the purposes of this section, "past history" shall mean that the same or similar kind of activity has been occurring for at least three years and that there is a reasonable expectation that the future occurrence of the activity would not represent a change in the operation of the facility. Facilities included within this exemption include, but are not limited to, racetracks, stadiums, convention centers, auditoriums, amphitheaters, planetariums, swimming pools, and amusement parks.

CLASS 29: COGENERATION PROJECTS AT EXISTING FACILITIES

Class 29 consists of the installation of cogeneration equipment with a capacity of 50 megawatts or less at existing facilities meeting the conditions described in this section.

(a) At existing industrial facilities, the installation of cogeneration facilities will be exempt where it will:

(1) Result in no net increases in air emissions from the industrial facility, or will produce emissions lower than the amount that would require review under the new source review rules applicable in the county, and

(2) Comply with all applicable state, federal, and local air quality laws.

(b) At commercial and industrial facilities, the installation of cogeneration facilities will be exempt if the installation will:

(1) Meet all the criteria described in Subsection (a),

(2) Result in no noticeable increase in noise to nearby residential structures,

(3) Be contiguous to other commercial or institutional structures.

CLASS 30: MINOR ACTIONS TO PREVENT, MINIMIZE, STABILIZE, MITIGATE OR ELIMINATE THE RELEASE OR THREAT OF RELEASE OF HAZARDOUS WASTE OR HAZARDOUS SUBSTANCES

Class 30 consists of any minor cleanup actions taken to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substance which are small or medium removal actions costing \$1 million or less. No cleanup action shall be subject to this Class 30 exemption if the action requires the onsite use of a hazardous waste incinerator or thermal treatment unit, with the exception of low temperature thermal desorption, or the relocation of residences or businesses, or the action involves the potential release into the air of volatile organic compounds as defined in Health and Safety Code section 25123.6, except for small scale in situ soil vapor extraction and treatment systems which have been permitted by the local Air Pollution Control District or Air Quality Management District. All actions must be consistent with applicable state and local environmental permitting requirements including, but not limited to, air quality rules such as those governing volatile organic compounds and water quality standards, and approved by the regulatory body with jurisdiction over the site.

Examples of such minor cleanup actions include but are not limited to:

(a) Removal of sealed, non-leaking drums or barrels of hazardous waste or substances that have been stabilized, containerized and are designated for a lawfully permitted

destination;

- (b) Maintenance or stabilization of berms, dikes, or surface impoundments;
- (c) Construction or maintenance of interim or temporary surface caps;
- (d) Onsite treatment of contaminated soils or sludges provided treatment system meets Title 22 requirements and local air district requirements;
- (e) Excavation and/or offsite disposal of contaminated soils or sludges in regulated units;
- (f) Application of dust suppressants or dust binders to surface soils;
- (g) Controls for surface water run-on and run-off that meets seismic safety standards;
- (h) Pumping of leaking ponds into an enclosed container;
- (i) Construction of interim or emergency ground water treatment systems;
- (j) Posting of warning signs and fencing for a hazardous waste or substance site that meets legal requirements for protection of wildlife.

CLASS 31: HISTORICAL RESOURCE RESTORATION/REHABILITATION

Class 31 consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

*** CLASS 32: IN-FILL DEVELOPMENT PROJECTS**

Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section.

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- (e) The site can be adequately served by all required utilities and public services.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves Specifications for the Tree Maintenance On-Call Contract dated 1/2/2026; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction agreement with West Coast Arborist, Inc. as the first low bidder for a total annual not-to-exceed of \$100,000.00 with an option for two (2) additional one-year (1-year) extensions; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction agreement with Tope's Tree Service, Inc. as the

second low bidder for a total annual not-to-exceed of \$100,000.00 with an option for two (2) additional one-year (1-year) extensions; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction agreement with Davey Tree Expert Company as the third low bidder for a total annual not-to-exceed of \$100,000.00 with an option for two (2) additional one-year (1-year) extensions; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside directs the Public Works Director of the City of Seaside to authorize individual Work Orders under this Tree Maintenance On-Call Contract.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 17th day of September, 2026, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

**CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS**



Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955

SPECIFICATION
FOR

TREE MAINTENANCE ON-CALL CONTRACT

Bid No. 2026-05

FORMAL BID

SPECIFICATIONS
APPROVED BY:

Approved by: William Scally
Public Works Superintendent

DATE: _____

TREE MAINTENANCE ON CALL CONTRACT

TABLE OF CONTENTS

PART I: NOTICE TO CONTRACTORS	1
SPECIFICATIONS AND BID FORMS	1
NON-MANDATORY PRE-BID CONFERENCE	2
PREVAILING WAGES	2
BID BOND	2
CARB – CERTIFICATES OF REPORTED COMPLIANCE (NEW REQUIREMENT)	3
RESPONSIBLE BIDDER	3
BID VALIDITY	4
BID REJECTION	4
UNBALANCED BID	5
BIDDER PROTEST	5
INTERPRETATION OF SPECIFICATIONS	5
DEFINITIONS	5
PART II: PROPOSAL	1
BID SCHEDULE	1
BASIS OF AWARD	2
BID ITEM DESCRIPTIONS	2
ANCILLARY ITEMS	4
LUMP SUM PRICE BREAKDOWN	4
BID CLARIFICATION	4
PART III: GENERAL PROVISIONS	1
JOB SITE AND DOCUMENT EXAMINATION	1
CONTRACT AWARD AND EXECUTION	1
SAMPLE CONTRACT AGREEMENT	2
SAMPLE WORK ORDER	1
CONSTRUCTION PERFORMANCE BOND	1
CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND	1
ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION	1
AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS	1
GUARANTY	1
PART IV: SPECIAL PROVISIONS	1
GENERAL	1
PLANS AND SPECIFICATIONS	1
CONTRACT BONDS	1
TIME LIMITS	2

LICENSES AND PERMITS	3
SITE INSPECTION	3
SUBMITTALS	3
CONSTRUCTION SURVEYS	4
PROTECTION OF PRIVATE PROPERTY	4
CONSTRUCTION QUALITY CONTROL	4
GUARANTEE	6
REGULATIONS	6
PUBLIC SAFETY AND PROTECTION OF THE WORK	7
INSURANCE	7
RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION	9
RESOLUTION OF CONSTRUCTION CLAIMS – ALL CONTRACTOR CLAIMS	10
RESOLUTION OF CONSTRUCTION CLAIMS – CLAIMS UNDER \$375,000	12
PRE-CONSTRUCTION CONFERENCE	13
LIQUIDATED DAMAGES	13
EXCUSE FROM PERFORMANCE	14
NOTICES	14
CONSTRUCTION PROCEDURE	14
TRAFFIC CONTROL	15
REMOVAL OF OBSTRUCTIONS	17
UNDERGROUND UTILITIES	17
UTILITY COMPANY COORDINATION	18
CONTRACT PLANS AND SPECIFICATIONS	18
DUST CONTROL	18
CONSTRUCTION WATER	18
SANITARY FACILITIES	18
INSPECTION OF WORK	18
RECORD DRAWINGS	18
PROJECT CLOSE OUT	19
ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS	19
TREE PROTECTION REQUIREMENTS	22

**CITY OF SEASIDE
DEPARTMENT OF PUBLIC WORKS**

PART I: NOTICE TO CONTRACTORS

Bid proposals for furnishing all labor, materials, tools, equipment and incidentals for the construction of **FYE 2027 TREE MAINTENANCE ON CALL CONTRACT** in Seaside, California, in accordance with these Plans and Specifications, will be received electronically via the City's e-Procurement Portal, PlanetBids, until 2:00pm August 28, 2026. ("Bid Opening Date"), at which time they will be electronically opened, read, and publicly available on the City's e-Procurement Portal.

This is an on call contract, which shall be used to provide the City with a readily available work force for tree maintenance services, and emergency response, as the City deems appropriate. The work shall include, but not be limited to: estimating the cost of, and performing, tree planting and transplanting, irrigation, pruning, and removal; emergency tree work after normal work hours, and/or at night, and/or on weekends and holidays; electrical conductor clearance, stump and root pruning, grinding and/or removal; hauling and/or disposing of brush, logs and related debris; temporary traffic control design and implementation for tree work; arboricultural consultation, qualified tree risk assessment, tree health care diagnosis and treatment, report preparation, document review; tree inventory data capture utilizing the City's tree inventory. In general, the work consists of all phases of tree management, care, maintenance, and miscellaneous associated work at such times and locations as required. The work shall be located in the City of Seaside, CA. Individual Work Orders shall be for all phases of tree management and maintenance, including planting, care, maintenance, pruning, and removal.

The contract with each successful bidder will be for a term of one (1) year with a not to exceed annual funding limit of \$100,000. The agreement will include an option for an additional two (2) 1-year extensions with a not to exceed annual funding limit of \$100,000. The total term of this agreement will not exceed three (3) years. The amount of work to be requested during the one (1) year or optional additional one (1) year contract periods cannot be well defined at the outset. The contractor is not guaranteed any work under this contract. Work shall be issued through Work Orders.

The City reserves the right to award up to three (3) contracts to the lowest responsive, responsible bidders in accordance with the following:

Work Order Contracting Project Assignment: Following Council award of the multiple Work Order contracts, the City shall prepare Drawings and/or Specifications of sufficient detail to determine a scope of work and schedule for individual projects. These individual projects shall be offered first to the first low bidder, who will be entitled to perform the work unless the contractor declines the project or the City determines the contractor would be unable to timely and satisfactorily perform the work due to bidder responsibility factors established by City, including but not limited to adequate financial, material, equipment, facility, workforce and personnel resources. Upon such determination by City, the project shall be offered next to the second low bidder, who will be entitled to perform the work unless the project is declined or the City determines that the contractor would be unable to timely and satisfactorily perform the work due to the contractor responsibility factors set forth above. If there are additional Work Order contractors, this process would continue as needed until the project is assigned.

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class C-61/D-49 Contractor's license. Any Bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. All contractor and sub-contractor license(s) must remain in good standing throughout the term of the Contract. The Contractor shall notify the City in writing in the event its license is suspended, expires, or has a change in signatory.

SPECIFICATIONS AND BID FORMS

Specifications, including instructions to Bidders and all necessary contract documents and forms, are available on-line at <https://vendors.planetbids.com/portal/73033/bo/bo-search>. In order to download project documents, you must register as a vendor through PlanetBids, at no cost, through the City's e-Procurement Portal. Potential bidders, subcontractors and suppliers are responsible for reviewing the complete bidding documents, including all addenda, prior to submitting their bid via PlanetBids. Bidders are advised to check

the City's e-Procurement Portal periodically and prior to submitting their bid.

Prior to the Bid Opening Date, bids may be withdrawn through the City's e-Procurement Portal by means of the responding firm "unsubmitting" their proposal in PlanetBids. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals.

NON-MANDATORY PRE-BID CONFERENCE

A non-mandatory pre-bid conference is scheduled for 1:00pm on August 19, 2026 via Zoom. This conference will allow bidders to review and inspect project Specifications. This conference will allow bidders to review the project Specifications. The Pre-Bid Conference Zoom link is available on-line at <https://vendors.planetbids.com/portal/73033/bo/bo-search>.

PREVAILING WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000). Local wage rates may be obtained from City of Seaside, Public Works - Engineering Division Office, City Hall, Seaside, CA, (831-899-6835) or the Director, Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Bidder contractor awarded a public works contract that uses a craft or classification not in the general prevailing wage determinations may be required to pay the wage rate most closely related in the general determinations, effective at the time of the call for bids.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Seaside shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within five days of the award. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext/>) and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the DIR specifies that aids in the administration and enforcement of this chapter.

BID BOND

A true and correct copy of a certified check or cashier's check payable to the order of the City of Seaside, or a satisfactory bid bond executed by the Bidder and an acceptable surety in an amount equal to ten percent (10%) of the bid amount shall be uploaded with each bid, as a guarantee that the bidder, if its bid is accepted, will promptly execute the Agreement. The bid bond must be notarized, include the embossed surety seal, and include a Power of Attorney if the signee is not an officer of the surety.

The three lowest bidders must also submit the original certified check, cashier's check, or bid bond, **which must be received by the City no later than 4 p.m., five (5) calendar days following the Bid Opening Date.** In order ensure that the original certified check, cashier's check, or bid bond is received by the deadline, the City recommends bidders use express mail or personal delivery. If the last day for submission of the original certified check, cashier's check, or bid bond falls on a Saturday, Sunday, or other legal holiday, the period is extended to and includes the next day that is not a weekend or holiday. The original shall be addressed to:

City of Seaside
Public Works Director
440 Harcourt Avenue
Seaside, CA 93955

Please have the Bidder Name, Contract Title ("Project Title"), and Contract Number ("Project ID") listed clearly on the outside of the envelope.

Bidder's failure to submit the certified check, cashier's check, or bid bond in accordance with the terms herein may result in the bid being deemed non-responsive.

Further, the amount so posted shall be forfeited to the City if the Bidder does not, within fifteen (15) calendar days after written notice that the contract has been awarded to said Bidder, enter into contract with the City for the work.

CARB – CERTIFICATES OF REPORTED COMPLIANCE (NEW REQUIREMENT)

The California Air Resources Board ("CARB") has approved amendments to the In-Use Off-Road Diesel-Fueled Fleet regulations ("Regulations") which impact construction contractors and subcontractors and will **apply to public works projects awarded after January 1, 2024**. For a project involving the use of diesel-fueled vehicles subject to these Regulations, the prime contractor must obtain and submit to the City as part of their bid packet copies of the valid Certificates of Reported Compliance ("CRC") for all of the subject vehicles (both the contractor's and their subcontractor's) that will be used on the project. The CRCs, or explanation of any exemption from the CRCs, **must be submitted with the contractor's bid** so that responsiveness of the bid can be immediately evaluated by the City. Failure to submit the required CRCs, or a detailed explanation of any exemption from the Regulations, may render a bid non-responsive.

The In-Use Off-Road Diesel-Fueled Fleets regulations apply to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine diesel vehicles (except on-road two-engine sweepers) owned and operated in California. The Regulations cover a wide range of vehicle types ranging from small skid steer loaders used in small landscaping jobs to bulldozers, forklifts, cranes, and excavators, and includes vehicles/fleets that are rented or leased.

All CRCs must contain a fleet identification number, which is stored on CARB's database and available through the CARB website. All CRCs are available for download starting March 1 of each year and until February 28 of the following year and are automatically updated by CARB if a Contractor is in compliance. The City is required to retain CRCs for three years after the project is complete, and the CRCs are subject to CARB review upon five calendar days' notice.

Further information regarding the Regulations and this new requirement may be found on the California Air Resources Board website at <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation>.

RESPONSIBLE BIDDER

Responsible bidder as it pertains to this contract shall be as follows:

1. **Standards of Responsibility:** The City may reject bids on the basis of non-responsibility. A responsible bidder is one that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a bidder has:
 - a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual

requirements, including the following specific requirements:

- i. Adequate workforce to meet multiple critical work schedules at once;
 - ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;
 - b. A satisfactory record of performance, including but not limited to any prior work performed by bidder for the City or other agency;
 - c. Evidence of bidder's ability to provide the required bonding and insurance capacity. Apparent low bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;
 - d. A satisfactory record of integrity, diligence, and professionalism in the specific contract work;
 - e. The legal qualifications to contract with the City; and
 - f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.
2. Information Pertaining to Responsibility. The prospective contractor shall supply any information requested by the City concerning the responsibility of such contractor, including the qualifications and performance records of contractor's employees and proposed subcontractors. If the prospective contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective contractor non-responsible on the basis of its failure to provide the requested information to the City.
 3. The City's Duty Concerning Responsibility. Before awarding a contract, the City must be satisfied that the prospective contractor is responsible. The City may use the information provided by prospective contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective contractor and prospective contractor's employees.
 4. Written Determination of Non-Responsibility Requirements. If a bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible bidder or offeror. The bidder or offeror shall have an opportunity to appeal the City's determination on non-responsibility.

BID VALIDITY

No Bidder may withdraw their bid for a period of **ninety (90) days** from the Bid Opening Date, which time shall be used by the City for reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract. Any bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed; any such approval by City of bidders request to withdraw bid shall be at the sole discretion of the City.

BID REJECTION

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the bidders, the City may reject any or all bids.

UNBALANCED BID

Bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the City whether or not the result of the unbalanced bid increases the cost of the project to the City.

BIDDER PROTEST

Any Bid protest in connection with the construction contract or work described in general in the Notice Inviting Bids must be submitted in writing to City Clerk's Office, 440 Harcourt Avenue Seaside, CA 93955, before 3:30 P.M. of the fifth Business Day following the bid opening.

The initial protest document must contain a complete statement of the basis for the protest. The protest must refer to the specific portion of the document that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party. Only Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other party will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder's Bid and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Low Bidder.

The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Plans or Specifications or discover items containing discrepancies or omissions, the Bidder is responsible for immediately notifying the Public Works Superintendent. All questions must be submitted in writing through the PlanetBids Question/Answer Tab via the City's e-Procurement portal, on or before the Question & Answer Submission Date and Time. Please include the section title of this Specification for each question, if applicable, in order to ensure that questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to all bidders who have selected to "follow" this Specification on the City's e-Procurement Portal.

Any addenda shall be posted on the City's e-Procurement Portal. Addenda notifications will be emailed to all persons who have selected to "follow" this Specification. Failure of any Bidder to receive any such addenda or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents. Such addenda are to be considered as part of the contract documents, and the Bidder shall acknowledge this condition in the e-Procurement Portal. The Engineer shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than forty-eight (48) hours before bid opening without an accompanying bid time extension. The Engineer reserves the right to make decisions on extending the bid period.

DEFINITIONS

For the purposes of this document, the following definitions shall apply:

CITY: The term City refers to and indicates the City of Seaside, Monterey County, State of California.

ENGINEER OR CITY ENGINEER The term Engineer or City Engineer refers to and indicates the Public Works Director of the City of Seaside or their duly authorized representative.

<u>BIDDER:</u>	Party submitting a bid for consideration by the City of Seaside.
<u>CONTRACTOR:</u>	The term <u>Contractor</u> refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and specifications.
<u>COUNCIL OR CITY COUNCIL:</u>	The City Council of the City of Seaside.
<u>PLANS:</u>	The project plans referred to herein.
<u>SPECIAL PROVISIONS:</u>	Part IV of these Specifications.
<u>SPECIFICATIONS:</u>	This document, in its entirety.
<u>STANDARD SPECIFICATIONS:</u>	Specifications entitled "State of California, Department of Transportation, Standard Specifications" of latest publication on file in the office of the City Clerk of the City of Seaside.
<u>STANDARD PLANS:</u>	Plans entitled "State of California, Department of Transportation, Standard Plans" of latest publication.
<u>ADA:</u>	Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013.
<u>CBC:</u>	California Building Codes, latest edition as adopted by the City of Seaside.
<u>IBC:</u>	International Building Codes, latest edition.

FYE 2027 TREE MAINTENANCE ON CALL CONTRACT**CITY OF SEASIDE****PART II: PROPOSAL****BID SCHEDULE**

Item No.	Description	Approx. Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	On-Staff International Society of Arboriculture Board Certified Master Arborist with Tree Risk Assessment Qualification	100	HR		
5	On-Staff, On-Site NCCCO Certified Crane Operator	100	HR		
6	On-Staff On-Site International Society of Arboriculture Certified Arborist Foreman, Crew Leader or Leadworker	1,500	HR		
7	On-Staff On-Site I.S.A. Certified Tree Worker Climbing Specialist	100	HR		
8	Tree Climber Trimmer	100	HR		
9	Tree Maintenance Worker	6,000	HR		
10	Laborer	100	HR		
11	Emergency Services—After Hours, Weekends, or Holidays Hourly Rate Per Man	100	HR		
12	DPR Licensed Pest Control Applicator	100	HR		
13	Online database for work records and invoices	100	HR		
14	5 Yard or larger Brush/Chipper Truck	100	HR		
15	55 ft. or larger insulated Aerial Lift Truck for Tree Work	100	HR		
16	95-100 ft. Aerial Lift Truck	100	HR		
17	5 Yard or larger Dump Truck	100	HR		
18	Skip Loader or Backhoe Loader	100	HR		
19	Truck w/Roll Off Dump Box—10 to 40 Yard Capacity	100	HR		
20	Disc Chipper Equivalent to 1800 Vermeer	100	HR		
21	Disc Chipper Equivalent to BC-1000 Vermeer	100	HR		
22	100+ ft. Crane, 15 Metric Ton Capacity with Bucket Option	100	HR		

23	45 ft Crane, 6 Metric Ton Capacity	100	HR		
24	Large, Medium, and Small Stump Grinder	100	HR		
25	Irrigation Water Truck, 300 Gal. Minimum	100	HR		

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items 1 through 25).

BID ITEM DESCRIPTIONS

This section covers details of individual items of the Bid Schedule to ensure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

1. Mobilization and Demobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the contract documents, project meetings, coordination and all related administrative costs for this Project. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, 4) Quality Control Plan, 5) all submittals and shop drawings, 6) electrician certifications, 7) subcontractor's Certificate of Good Faith Effort to hire local, and 8) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

2. Storm Water Compliance

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the requirements under "Environmental/Pollution Prevention Requirements" of these Specifications and as directed by the Engineer. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

3. Traffic Control

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to maintain pedestrian and/or vehicular traffic for public use during performance of the work, including all related construction area sign placement and maintenance. This work also includes the preparation, submittal and implementation of the traffic control plan(s), establishing traffic detour(s), traffic control device placement and maintenance, flagging, barriers, temporary drainage facilities, temporary access, temporary asphalt tapers, protection of adjacent existing improvements from damage or staining, removal of the detour(s) upon direction of the Engineer, and restoration of all areas affected by construction, maintenance, use, and removal of the detour in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer.

4. On-Staff International Society of Arboriculture Board Certified Master Arborist with International Society of Arboriculture Tree Risk Assessment Qualification

Must be qualified and competent to perform tree health diagnosis, report writing, document review, etc. This work may not be subcontracted.

5. On-Staff On-Site NCCCO Certified Crane Operator

National Commission for the Certification of Crane Operators Certified Crane Operator. Must be on-site while crane work is performed. This work may not be subcontracted.

6. On-Staff On-site International Society of Arboriculture Certified Arborist Foreman, Crew Leader or Leadworker

Onsite working job supervisor with proof of status as an I.S.A. Certified Arborist. Must be on-site while all work is performed. This work may not be subcontracted.

7. On Staff On-Site I.S.A. Certified Tree Worker Climbing Specialist

International Society of Arboriculture Certified Tree Worker trained and tested to climb and work in trees. An I.S.A. Tree Worker Climber Specialists must have the skill and endurance to climb trees, demonstrate high regard for safety, and be able to perform tree work off the ground. Tested in both a classroom setting and a field setting, candidates must have training in aerial rescue, CPR, and First Aid-- Must be on-site while work all is performed. This work may not be subcontracted.

8. Tree Climber Trimmer

Personnel qualified and competent to inspect, climb, prune, rig, and remove trees, and work from an aerial lift.

9. Tree Maintenance Worker

Personnel qualified and competent to perform tree maintenance duties from the ground and support the Tree Climber Trimmer.

10. Laborer

Personnel qualified and competent to perform basic work duties in support of tree maintenance efforts

11. Emergency Services--After Hours, Weekends, or Holidays—Hourly Rate Per Man

Dedicated qualified competent personnel must be available for after-hours emergency work calls on weekdays, weekends, and holidays. Contractor must respond and be on-site with necessary personnel and equipment within 2 hours of notification by the City of emergency work

12. DPR Licensed Pest Control Applicator

California Department of Pesticide Regulation Pest Control Applicators identify invading pests and invasive plants and apply chemicals or other methods to prevent, control, eliminate pest problems.

13. Online Database for work records and invoices

Database must store all invoices and work records in the format outlined in Part IV Special Provisions. Records and invoices must be searchable and access shall be provided to any City staff deemed necessary by the Urban Forester. Records and invoices shall remain the property of the City of Monterey after the termination or expiration of the contract.

14. 5 Yard or larger Brush/Chipper Truck

Chipper dump trucks with at least 5 cubic yard capacity box and capable of towing a brush chipper.

15. 55 ft. or larger insulated Aerial Lift Trucks for Tree Work

Truck mounted aerial man lift device designed and engineered for tree work capable of reaching 55 feet above ground.

16. 95-100 ft. Aerial Lift Truck

Truck mounted aerial man lift devices designed and engineered for tree work capable of reaching 95-100 feet above ground.

17. 5 Yard or larger Dump Truck

Dump truck with at least 5 cubic yard capacity bed.

18. Skip Loader or Backhoe Loader

Front loader, backhoe loader, bobcat type loader capable of lifting at least 2000 lbs.

19. Truck w/Roll Off Dump Box—10 to 40 Yard Capacity

10 to 40 Yard capacity dump box to be transported by transport truck vehicle

20. Disc Chipper Equivalent to 1800 Vermeer

Large capacity brush chippers equivalent in power and capability to Vermeer Co. 1800

21. Disc Chipper Equivalent to BC-1000 Vermeer

Medium capacity brush chippers equivalent in power and capability to Vermeer Co. BC-1000

22. 100+ ft. Crane, 15 Metric Ton Capacity with Bucket Option

Medium capacity crane with 100-foot reach to be operated by a NCCCO Certified Operator.

23. 45 ft Crane, 6 Metric Ton Capacity

Medium capacity crane with 45-foot reach to be operated by a NCCCO Operator

24. Large, Medium, and Small Stump Grinders

Stump grinders/cutters with capabilities to grind and remove large, medium, and small tree stumps and root masses

25. Irrigation Water Truck, 300 Gal. Minimum

Truck mounted tank with 300-gallon minimum capacity for watering trees and landscape plants

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

LUMP SUM PRICE BREAKDOWN

Immediately after award of the contract, the contractor shall submit a cost breakdown list to the Engineer for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

BID CLARIFICATION

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsive responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract. For responsible bidder as it pertains to this contract, see Part I, Responsible Bidder.

Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension.

The amount of work to be requested during the twelve-month contract period cannot be well defined at the outset. The bidder agrees to do the work on a Work Order basis in such increments and at such times and locations as will be defined in written requirements to be issued by the City as the need arises. The bidder agrees that the offer to do the work at the unit prices submitted with the bid schedule remains in effect for all written work requirements as herein described and issued by the City during the twelve-month period beginning with the fully executed contract date or until the exhaustion of the annual funding limit, whichever occurs first. No minimum annual dollar value of work is guaranteed by the City.

The intent of this contract is to provide the City with a readily available work force for repairs to existing facilities and emergency repairs of any value up to the Contract limit, and for new construction on City projects of any value as the City deems appropriate. This contract does not give the Contractor exclusive rights to perform all work done by the City; certain projects will be sent for bid proposal throughout the term of the contract which may include this type of work.

Bids may be withdrawn through the City's e-Procurement Portal, the responding firm may "unsubmit" their proposal in PlanetBids. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals prior to the bid opening. Bids may not be withdrawn for the time period specified in BID VALIDITY of Part I.

The Noncollusion Declaration and all other required forms listed on the City's e-Procurement Portal shall be executed and submitted with the bid.

PART III: GENERAL PROVISIONS
FORMAL BID (\$200,000 and over)

JOB SITE AND DOCUMENT EXAMINATION

The Bidder is required to thoroughly examine the job site, Standard Plans, Specifications, and any job specific Plans, including the form contract (See Part III, Page 2) for the work contemplated, and it will be assumed that the Bidder has investigated and is satisfied as to the requirements of the Plans and Specifications, including the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the Bidder has made such examination.

CONTRACT AWARD AND EXECUTION

CONTRACT AWARD

The contract shall be awarded, if an award is made, to the lowest responsive responsible bidder as defined in Part II, Basis of Award, of these specifications, within the period, defined as Bid Validity, of days from the date bids are publicly opened, examined and declared unless a different bid validity period is specified in Part I, Bid Validity. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.

CONTRACT EXECUTION

A contract shall not be deemed to have been made between the Contractor and the City of Seaside until all of the following steps have been completed:

1. Award of the contract by the City Council,
2. Within fifteen (15) calendar days after written notice that a contract has been awarded to him (Notice of Award), the Contractor shall submit a signed contract, required bonds or alternative security, evidence of insurance that conforms to the contract, and City of Seaside Business License or evidence of application for said license.
3. Upon approval of the foregoing documents, the City will execute the contract and return a copy to the Contractor.

SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [20__], by and between [Name of Contractor] whose place of business is located at [Address of Contractor] ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. [insert number] adopted on the [date] day of [Month, Year] awarded to Contractor the following Contract:

CONTRACT NUMBER XX-XX

Pavement Repairs Work Order Contract FY 2025-2026

located at
**Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

1. SCOPE OF WORK OF THE CONTRACT

A. Work of the Contract

1. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

B. Price for Completion of the Work

2. Owner shall pay Contractor Contract Sum('s) as defined in individual Work Orders and in accordance with the Specifications. Contract sums shall be based on the bid schedule. The Contract Sum of this contract cannot be well defined at the outset but will not exceed one million dollars (\$1,000,000) over a single calendar year. The contractor is not guaranteed any work, and the contract sum may be zero dollars (\$0.00). The contract sum will be the cumulative amount of any individual On Call Work Orders issued throughout the year under this contract.

2. COMMENCEMENT AND COMPLETION OF WORK

A. Commencement of Work

1. The contract period shall be 1 year commencing on the date of the fully executed contract. Commencement of individual Work Orders shall be in accordance with dates provided on that Work Order
2. No work shall commence on any individual Work Order after the Contract period expires.
3. Owner reserves the right to modify or alter the Commencement Date.

B. Completion of Work

1. Contractor shall achieve Substantial Completion of the entire contract within One year from the Commencement Date
2. Contractor shall achieve Substantial Completion of Individual Work Orders within the periods of time defined on individual Work Orders
3. Contractors shall have thirty (30) Working Days following substantial completion of the later of the contract or completion date of the last Work Order to achieve Final Completion.

3. PROJECT REPRESENTATIVES

A. Owner's Project Manager

1. Owner has designated a Project Manager to act as Owner's Representative in all matters relating

to the Project.

2. City Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.

Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a

3. Construction Manager, or other Owner Representative.

Architect/Engineer

- B. City of Seaside furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents for this contract. Individual Work Orders may have Plans and Specification developed by outside consultants and those consultants may have the rights assigned to Architect/Engineer for individual Work Orders under this Contract.

4. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

A. Liquidated Damage Amounts

1. Unless otherwise defined in individual Work Orders, as liquidated damages for delay, the Contractor shall pay the Owner one thousand two hundred dollars (1,200.00) for each Day that expires after the time specified herein in the individual Work Orders for the Contractor to achieve substantial completion of the entire work, until achieved.

B. Scope of Liquidated Damages

1. Measures of liquidated damages shall apply cumulatively.
2. Limitations and stipulations regarding liquidated damages are set forth in Part IV Special Provisions.

5. CONTRACT DOCUMENTS

- A. Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:
 Part I - Notice to Contractors
 Part II – Proposal
 Part III – General Provisions
 Part IV – Special Provisions & Technical Specifications
- B. There are no contract documents other than those listed above. The contract documents may only be amended, modified or supplemented as provided by an approved Work Order amendment.

6. MISCELLANEOUS

- A. Terms and abbreviations used in this agreement are defined in the general conditions and references and definitions and will have the meaning indicated therein.
- B. It is understood and agreed that in no instance are the persons signing this agreement for or on behalf of owner or acting as an employee, agent, or representative of owner, liable on this agreement or any of the contract documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of owner is limited and confined to such liability as authorized or imposed by the contract documents or applicable law.
- C. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under section 4 of the clayton act (15 u.s.c. §15) or under the cartwright act (chapter 2 (commencing with §16700) of part 2 of division 7 of the business and professions code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time owner tenders final payment to contractor, without further acknowledgment by the parties.
- D. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by director of the state of California department of industrial relations, are deemed included in the contract documents and on file at

owner's office, and shall be made available to any interested party on request. Pursuant to California labor code §§ 1860 and 1861, in accordance with the provisions of section 3700 of the labor code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of section 3700 of the labor code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and contractor shall comply with such provisions before commencing the performance of the work of the contract documents.

E. During the term of this agreement, contractor warrants that it is currently registered with the department of industrial relations and qualified to perform public work consistent with labor code section 1725.5. Contractor further warrants that any subcontractors who are subject to public contract code section 4104, are registered and qualified to perform public work consistent with labor code section 1725.5.

F. This project is subject to compliance monitoring and enforcement by the department of industrial relations.

G. This agreement and the contract documents shall be deemed to have been entered into in the county of Monterey, state of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the superior court for the county of Monterey.

In witness whereof the parties have executed this agreement in quadruplicate the day and year first above written.

CONTRACTOR: [CONTRACTOR'S NAME] OWNER: The City of Seaside

By: _____
(Signature) (Signature)

By:

(Print Name) (Print Name)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

(Title)

Attest:

City Clerk Signature

By: _____
(Signature)

(Print Name)

(Name) _____

Its: _____
 Title (If Corporation: Secretary, Assistant
 Secretary, Chief Financial Officer or
 Assistant Treasurer

SAMPLE WORK ORDER

WORK ORDER PROCESS

1. Design

- A. All project designs and scopes of work shall be developed by the Owner. Scopes of work will vary from full construction plans and specification, construction details and standard details, written scopes of work and focused drawings with details.
- B. Contractors shall never for any reason develop the scope of work for On Call work that they will carry out.

2. Work Orders

- A. Work orders at a minimum shall include:
 - 1. The contract or legal agreement under which the Work Order is being issued,
 - 2. Date under which the overarching contract signed is issued.
 - 3. A unique identifying project number containing the original contract number a hyphen and the chronological Work Order number in sequence.
 - 4. A location of the work
 - 5. A description of the work
 - 6. Quantities and agreed price for work
 - 7. Work order start and completion dates identifying the boundaries to the Period of Performance
 - 8. Signatures of the Contractor and City by persons with the legal authority to bid that entity.
 - 9. Final Acceptance of work sign off and completion date
- B. In the case of discrepancy or ambiguity in the Contract Documents, or between contract documents and Work Order scopes of work the Work Order shall prevail. However, in no account shall plans specifications or scopes of work included in Work Orders to this agreement ever excuse the contractor from performing work in accordance with the provision of the California building code, laws, ordinances other regulations.
- C. Work orders shall act as a Notice to Proceed for individual projects, and no additional Notice to Proceed will be need.

3. Work Order Value

- A. Work order values shall be based on quantities defined in each individual Work Orders scope of work multiplied by the unit prices provided in the contractors bid for each line item of the Bid Schedule.
 - 1. Where unit prices are given for multiple volumes of the same item, the line-item value encompassing the total Work Order quantity for that item of work shall be used uniformly for all billing related to that item of work. (ie. If a Work Order requires 500 SF of Furnish, Place Compact Class II Aggregate Base (under SW, 4"; thick base bid) [F-4-a: F-4-c], and the following prices are provided:

F-4-a	Quantity: 1	Unit: SF	Unit Cost: \$25.00
F-4-b	Quantity: 101	Unit: SF	Unit Cost: \$15.00
F-4-c	Quantity: 1,001	Unit: SF	Unit Cost: \$ 4.40

 The item value shall be 500SF * \$15.00/SF = \$7,500.00)
 - 2. Where two separate areas of work of a single Work Order have distinct quantities of the same line item, the quantities shall be added together and the unit cost used relating to the total value. (ie. A Work Order repairing two separate sidewalks where one sidewalk requires 500 SF of Class II Aggregate Base and the other sidewalk requires 600 SF of Class II Aggregate Base, the total Class II Aggregate Base are 1,100 SF and the Unit Cost used shall be \$4.40/SF
 - 3. Where specific items of work not include in the Bid Schedule are required for completion of a job, the unit price for the most similar line item shall be used, and or fair market value shall be agreed to by both the City and Contractor. (ie. A single rail galvanized steel guard rail is needed for a project, and Item X-4-a is "Furnish and Install 1 ½"; diameter galvanized steel pipe hand rail free standing \$135/LF. The \$135/LF shall be used for the single rail galvanized steel guard rail.

4. City shall rely on Cal Trans Standard Specifications Division 1 Section 9 for defining payment values for items of work not otherwise covered in the bid schedule. In case of a dispute, the City shall have ultimate authority to define fair market value.

CITY OF SEASIDE

WORK ORDER

Issued To: [Name of Contractor]
FYE 2027 TREE MAINTENANCE ON CALL CONTRACT
For City of Seaside Projects
 Agreement No. , Dated / / ,
 Effective Date of Notice to Proceed: / /

Work Order Number: **AG No.** - **W.O. #** **[Project Name]**

Issue Date: / /

Account Number: ###-####-####

LOCATION: [Address]

DESCRIPTION OF WORK: All Work shall be in accordance with the Tree Maintenance Work Order Contract FY 2026-2027 On Call Contract. This Work Order includes, but not limited to, the following:

 _____ . Work shall be in accordance with the
plans and statement of work, Attachment No. 1.

QUANTITIES AND PRICES:

Project Cost shall be dollars [\$---,---.---] per attached **[Name of Contractor]** cost estimates dated / / , Attachment No. 2.

All construction changes and associated costs shall require written Construction Change Orders.

TIME LIMITS:

To Begin: / /

To End: / /

Funding Check By (Provide Acct GL Print-Out): _____
 Jessica Riley, Finance Director

This Work Order Authorized By: _____
 Thomas Korman, Public Works Director

Work Order Acceptance Acknowledged
 By Contractor's Representative: _____
 Owner, **[Name of Contractor]**

City Acceptance of Completed Work: _____, / /
 [Name], [Job Title project manager] **DATE**
 (Contractor's 1 – Year Guarantee Begins From Above Date)

cc: Contractor Accounting Inspection File

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01** THAT WHEREAS, City of Seaside (Owner"), a municipality incorporated under the laws of the State of California, has awarded to (Name of Contractor) as Principal, Contract Number _____, dated the _____ day of _____, 20____ (the "Contract"), titled FYE 2027 TREE MAINTENANCE ON CALL CONTRACT in the not to exceed amount of \$100,000.00, which Contract is by this reference made a part hereof, for the work of the following Contract:
- 1.02** This is a On Call Work Order contract, which shall be used to provide the City with a readily available work force for repairs, alterations to existing roadway sections, emergency repairs and new construction, as the City deems appropriate. In general, the work consists of repair and replacement of hot-mixed asphalt on existing street segments, as required. The work shall be located in the City of Seaside, CA.
- 1.03** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;
- 1.04** NOW, THEREFORE, we, the undersigned Principal and <<Name of Surety>> _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.05** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
- 1.06** No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
- 1.07** Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:
- A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

1.08 Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others.

1.09 Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.

1.010 No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

1.11 Surety shall join in any proceedings brought under the Contract upon Owner's demand and shall be bound by any judgment.

1.12 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, City of Seaside ("Owner") has awarded to <<(Name of Contractor)>> _____ as Principal, Contract Number _____ dated the _____ day of _____, 20____ (the "Contract"), titled FYE 2027 TREE MAINTENANCE ON CALL CONTRACT in the not to exceed amount of \$100,000 per year, which Contract is by this reference made a part hereof, for the work of the following Contract:

This is a On Call Work Order contract, which shall be used to provide the City with a readily available work force for repairs, alterations to existing roadway sections, emergency repairs and new construction, as the City deems appropriate. In general, the work consists of repair and replacement of hot-mixed asphalt on existing street segments, as required. The work shall be located in the City of Seaside, CA.

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

1.03 NOW, THEREFORE, we, the undersigned Principal and <<Name of Surety>> _____ as Surety are held and firmly bound unto Owner in the value equal to ten percent (10%) of the bid amount to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code §9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this day of , 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

California Public Contract Code §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this ____ day of _____, 20____, by and between the City of Seaside, ("Owner"), whose address is 440 Harcourt Avenue, Seaside CA 93955, (Name of Contractor) _____ ("Contractor"), whose place of business is located at (Contractor's Address) _____, and [] Owner, as escrow agent **OR** [] (Name of Bank) _____, a state or federally chartered bank in the State of California, whose place of business is located at _____ ("Escrow Agent").

For the consideration hereinafter set forth, Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number _____ entered into between Owner and Contractor for the **FYE 2027 TREE MAINTENANCE ON CALL CONTRACT** located at 440 Harcourt Avenue, SEASIDE, CA, 93955, in the amount of \$ _____ dated _____, 202_ (the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document.
3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are set forth below. Either Owner or Contractor may change the names of the person they each authorize to give notice under this Escrow Agreement by providing written notice to the other of such change, along with an exemplar of the person's signature.

ON BEHALF OF OWNER:

ON BEHALF OF CONTRACTOR:

 Title

 Name

 Signature

 Address

 City/State/Zip Code

 Title

 Name

 Signature

 Address

 City/State/Zip Code

ON BEHALF OF ESCROW AGENT:

 Title

 Name

 Signature

 Address

 City/State/Zip Code

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

OWNER

CONTRACTOR

 Title

 Name

 Signature

 Title

 Name

 Signature

ATTEST

Signature

Print Name

City Clerk

ESCROW AGENT

Title

Print Name

Signature

REVIEWED AS TO FORM:

Counsel for Owner

Print Name

Date

At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document.

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS
[Public Code § 7100]

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this [date] day of [Month], [Year], by and between the City of Seaside (or) Seaside County Sanitation District("Owner"), and [Name of Contractor] ("Contractor"), whose place of business is at [Address of Contractor].

RECITALS

- A. Owner and Contractor entered into Contract Number [AGxx.xxx] (the "Contract") for << INSERT PROJECT NAME >> located at << INSERT LOCATION >>.
- B. The Work under the Contract has been completed.

AGREEMENT

NOW THEREFORE, it is mutually agreed between Owner and Contractor as follows:

- 1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due to Contractor	\$ _____

- 2. Subject to the provisions of this Agreement and Release, Owner with forthwith pay to Contractor the sum of [\$_____ dollars and _____ Cents (\$_____)] under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.
- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in Paragraph 4. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Owner, and all of its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6 of this Document.
- 4. The following claims submitted under Part IV Special Provisions - Resolution of Construction Claims, are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release.

Claim No.	Date Submitted	Description of Claim	Amount of Claim

5. Consistent with California Public Contract Code §710, Contractor hereby agrees that, in consideration of payment set forth in Paragraph 2 of this Document, Contractor hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
6. Contractor shall immediately defend, indemnify and hold harmless Owner, and of the Owner's representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Document.
7. Contractor hereby waives the provisions of California Civil Code §1542, which provide as follows:
8. **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**
9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

CONTRACTOR: [CONTRACTOR'S NAME]

By: _____
(Signature)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

By: _____
(Signature)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

OWNER: City of Seaside (or) Seaside County Sanitation District

By: _____
(Signature)

(Print Name)

(Title)

GUARANTY

TO: The City of Seaside ("Owner"), for construction of **FYE 2027 TREE MAINTENANCE ON CALL CONTRACT** located at:

**Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955.**

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein in addition to submitting to Owner a Surety Bond in a sum equal to one hundred percent of the Contract price, prior to the date of recording the notice of completion.

Contractor hereby grants to Owner for a period of two (2) years following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within two years, or longer if specified, from the date of Final Acceptance of the Work completed.

If within two (2) years after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: _____, 20____

Contractor's name

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

Guaranty

City of Seaside
FYE 2027 Tree Maintenance On
Call Contract

FYE 2027 TREE MAINTENANCE ON CALL CONTRACT
PART IV: SPECIAL PROVISIONS

GENERAL

This is an on-call contract, which shall be used to provide the City with a readily available work force for work including, but not be limited to: estimating the cost of, and performing, tree planting and transplanting, irrigation, pruning, and removal; emergency tree work after normal work hours, and/or at night, and/or on weekends and holidays; electrical conductor clearance, stump and root pruning, grinding and/or removal; hauling and/or disposing of brush, logs, and related debris; temporary traffic control design and implementation for tree work; arboricultural consultation, qualified tree risk assessment, tree health care diagnosis and treatment, report preparation, document review; tree inventory data capture utilizing the City's tree inventory as the City deems appropriate. In general, the work consists of all phases of tree management, care, and maintenance.

The work shall be located in the City of Seaside, CA. The intention is to use this contract for all phases of tree work, including, but not limited to: planting, pruning, fertilization, transplanting, installation of support systems, installation of lightning protection systems, construction impact management including inspection and implementation of tree protection measures, integrated vegetation management, tree risk assessment, tree removal, and stump grinding. All work shall conform to industry standards as set forth in the American National Standards Institute (ANSI) A-300 Standards, Parts 1-9 and the ANSI Z-133.1 Safety Standards. within the City of Seaside.

In addition, the ANSI Standards and Best Management Practices shall be followed as guidelines during all phases of tree work including, but not limited to: Safety, planting, pruning, fertilization, transplanting, installation of support systems, installation of lightning protection systems, construction impact management inspection and implementation, integrated vegetation management, tree risk assessment, tree removal, and stump grinding.

ADDITIONAL CONTRACT REQUIREMENTS

Contractor must be able to field at least a 4-6 person crew daily consisting of an International Society of Arboriculture Certified Arborist foreman or crew leader, and three to five tree maintenance workers. At least one member of the crew must be an ISA Certified tree worker climbing specialist. Essential daily equipment necessary shall consist of at least one 55-foot reach aerial lift truck, a minimum 5-yard capacity chipper box dump truck, and/or 5-yard capacity dump truck, a tow-behind chipper equivalent to Vermeer 1800 size and capacity chipper, a minimum 300-gallon water truck, and one pickup or other standard light truck.

PLANS AND SPECIFICATIONS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work. The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with the specifications and plans. In case of conflict between the **Standard Specifications**, **Standard Plans**, and these **Special Provisions** and the **Plans**, the order of precedence shall be as follows:

Special Provisions shall take precedence over **Plans** and the **Plans** shall take precedence over **Standard Specifications** and **Standard Plans**. These **Special Provisions** shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

UNITS

The plans and specifications are intended to be in imperial units of measurements. Some specifications and plans may be in metric units. It shall be the responsibility of the contractor to convert units for the purpose of submission of cost proposal.

CONTRACT BONDS

For Bid Bond requirements, see Part I, Bid Bond, of these Specifications.

The Contractor, at the time of signing and executing the contract, shall execute and file with the City a performance bond to the satisfaction and approval of said City, in the amount of one hundred thousand dollars (\$100,000) conditional upon the faithful performance of the contract. For additional information, see

Guarantees elsewhere in these specifications.

The Contractor, at the time of signing and executing the contract, shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in a sum of one hundred thousand dollars (\$100,000). Note: Contractor will be required to increase the Contract Bond as Work Orders are issued accordingly.

Please refer to Part III for sample bond forms.

The surety shall be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A-VII. The Surety and /or co-sureties must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a contract has been awarded to the contractor to allow processing and escrow agreement for in lieu security.

The Contractor shall submit the contract with his signature affixed thereto, required bonds or alternate security and evidence of insurance that conforms to the contract within fifteen (15) calendar days after written notice that a contract has been awarded to him.

The Contractor shall be required to submit additional performance and payment bonds for project Work Orders when the total amount of all Work Orders exceeds the initial bonding amount of ten thousand dollars (\$10,000). Additional bonds shall be submitted within fourteen (14) calendar days after the execution of such Work Orders. Additional bonds shall be paid as percent of cost as described in Part II of these Specifications

The Contractor shall maintain the performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total contract amount, including adjustments, or the original performance bond, whichever is greater.

TIME LIMITS

The Contractor shall submit the contract with his signature affixed thereto, required bonds or alternative security and evidence of insurance that conforms to the contract within fifteen (15) calendar days after written notice that a contract has been awarded to the contractor.

The Contractor shall be ready to commence work effective date of the fully executed contract.

A project specific Work Order notice shall be issued for each project to be performed under this On Call Contract and shall serve as the Notice to Proceed for that specific project.

The Contractor shall diligently prosecute the contract to completion on or before the expiration of contract timeline stated on the project-specific Work Order.

The terms of this On Call Contract shall remain in effect for one year from the effective date of the fully executed contract or until the contract amount of \$100,000 is spent, whichever comes first.

The contract with each successful bidder will be for a term of one (1) year with a not-to-exceed annual funding limit of \$100,000. The agreement will include an option for an additional two (2) 1-year extensions with a not to exceed annual funding limit of \$100,000. The total term of this agreement will not exceed three (3) years. The amount of work to be requested during the one (1) year or optional additional one (1) year contract periods cannot be well defined at the outset. The contractor is not guaranteed any work under this contract. Work shall be issued through Work Orders.

LICENSES AND PERMITS

Prior to the execution of any contractual agreements, the successful Bidder shall obtain a City of Seaside Business License, and all applicable permits (except Coastal Zone Conservation permits) for construction.

SITE INSPECTION

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

SUBMITTALS

The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.

Submittal Format:

1. Contractor shall submit individually bound copies of all submittals and revised submittals to the City's construction manager. A minimum of two (2) copies shall be submitted unless otherwise directed. Submittal submission may be done in pdf form via email.
2. All submittals shall have a cover sheet containing the following:
 - a. Submittal date, submittal number and submittal revision number (as applicable),
 - b. City project name,
3. Each submittal item shall clearly identify the specification section(s) and paragraph(s) for which the submittal item pertains to.
4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the requested turnaround period. The City shall make every effort to meet the requested review period.
5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

Submittal Content and Product Data:

1. Contractor shall review and accept submittals prior to submission.
2. Submittals shall contain all required information such as shop drawings, product data, etc.
3. Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase "as specified" is not considered sufficient.
4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.

5. Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

CONSTRUCTION SURVEYS

Construction surveys, when required, shall be provided by and paid for by the Contractor and no additional compensation shall be made.

The Contractor shall preserve all stakes and points set for lines, grades, or measurement of the work in their proper places until authorized to remove them by the Engineer. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

The City shall be given the opportunity to check forms for line and grade prior to any concrete being placed.

PROTECTION OF PRIVATE PROPERTY

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible. Contractor shall comply with the applicable portions of Section 5-1.36, "Property and Facility Preservation", Section 7-1.05, "Indemnification", and Section 7-1.06, "Insurance" of the Standard Specifications.

CONSTRUCTION QUALITY CONTROL

Definitions

Quality Management (QM) - All control and assurance activities instituted to achieve the product quality established by the contract requirements.

Contractor Quality Control (CQC) - The construction contractor's system to manage, control, and document contractor's, suppliers', and subcontractor's activities to comply with contract requirements.

Contractor Responsibility

General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with contract requirements. The system shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

The Quality Control Plan

Quality Control Plans and Procedures.

The Contractor will be required to prepare a Quality Control Plan. This plan shall include, as a minimum, the following:

1. A description of the quality control procedures, including a chart showing lines of authority and acknowledgement that the Contractor shall implement the control system for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.
2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.

3. A copy of the letter to the Engineer signed by an authorized official of the firm which describes the responsibilities and delegates the authority to implement the QC plan shall be furnished.
4. Procedure for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
5. Control testing procedures for each specific case. Note that in the case of federally-funded projects, QA/QC testing must be performed by the City by a Caltrans-certified lab.
6. Reporting procedures including proposed reporting formats.

QC Plan Implementation

1. Preconstruction Conference. During the pre-construction conference, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.
2. General. After issuance of the contract, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.
3. Control of Materials, Tests, and Inspections. The contractor shall provide the submittal documents as follows:

As listed below, and noted elsewhere in the Specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review.

- a. Tests and Inspections:
 - Sub-grade compaction
 - Aggregate placement and compaction
 - Forms Placement
 - Trench backfill and bedding
 - Reinforcing bar placement
 - Fill Material (if applicable)
- b. Materials and Materials Certification:
 - Aggregate Base
 - Other fill material
 - Hot Mix Asphalt/Asphalt Concrete
 - Concrete
 - Reinforcing Bar
 - Trench backfill material
- c. Daily Reports

The Contractor shall provide copies of daily reports which describe the work performed, weather conditions, personnel and equipment on site, and quality control activities performed.

The Contractor will not be paid for work prior to Engineer reviewing and accepting daily reports for the period of time payment is requested.

4. Acceptance of Plan. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.
5. Notification of Changes. After acceptance of the QC plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the Engineer.
6. Testing and Certification. The Contractor shall pay for all tests and inspections as required by the Plans and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.

GUARANTEE

Materials and labor guarantees shall be per Part III of these specifications. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warranties.

REGULATIONS

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. Nothing in the Plans and Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
2. Seaside City Code, as amended,
3. City of Seaside Standard Details,
4. Cal-Trans Greenbook, Standard Details and Specifications Latest edition,
5. California Building Code, latest edition as adopted by the City of Seaside,
6. California Electrical Code, latest edition as adopted by the City of Seaside,
7. California Mechanical Code, latest edition as adopted by the City of Seaside,
8. California Plumbing Code, latest edition as adopted by the City of Seaside,
9. California Green Building Standards Code, latest edition as adopted by the City of Seaside,
10. California Historic Building Code, latest edition as adopted by the City of Seaside,
11. California Occupational Safety and Health Administrative Code, latest edition,
12. California Government Code Section 4216, Protection of Underground Infrastructure,
13. National Fire Protection Associations NFPA 1 Fire Code, latest edition,
14. The California Labor Code,

15. Federal Water Pollution Control Act (Clean Water Act), and,
16. Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.).
17. Title 13, California Code of Regulations, Sections 2449, 2449.1, and 2449.2

PUBLIC SAFETY AND PROTECTION OF THE WORK

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the Engineer, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefor. Attention is directed to Sections 7-I.03 "Public Convenience" and 7-I.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

INSURANCE

At or before the date specified in Instructions to Bidders, Contractor shall furnish to the City of Seaside ("Owner") satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below, unless otherwise specified in Contract Documents:

- A. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than **[\$2,000,000]** each occurrence, **[\$4,000,000]** general aggregate limit, and **[\$4,000,000]** aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
- B. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **[\$1,000,000]** each person Bodily Injury, **[\$1,000,000]** each occurrence Bodily Injury, and **[\$1,000,000]** each occurrence Property Damage.
- C. All-Risk Course of Construction Insurance including damage to property owned by Owner, Contractor or third parties caused by fire. Insurance shall be in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed **[\$10,000.00]**. Each loss shall be borne by Contractor.
- D. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.
- E. **[Option]** Environmental Impairment Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than **[\$1,000,000]** combined single limit for each occurrence.

All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) for all insurance policies except Workers' Compensation shall have an A. M. Best Company rating of **[A-, VIII]** or better, unless otherwise specified in Contract Documents. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

Required Endorsements: The policies required under General Conditions and this Document shall be

endorsed as follows:

- A. Name Owner, its elected and/or appointed governing body and boards, employees, representatives, consultants, and agents, and Project Manager as additional insureds, but only with respect to liability arising out of the activities of the named insured.
- B. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required hereunder. Should any of the policies identified herein contain a "cross-suits" exclusion, such exclusion must not apply to any additional insureds.
- C. Insurance shall be primary to Owner and no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by insurance for the named insured.

Certificates of insurance and endorsements shall have clearly typed thereon Owner Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to Owner (Attention: Owner Risk Manager / Purchasing Agent) at the address listed in the Contract Agreement, 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon Owner's request, Contractor shall submit to Owner, within 30 Days, copies of the actual insurance policies or renewals or replacements.

Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, Owner may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.

If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from Owner under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from Owner, Owner may retain out of sums due Contractor under

Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.

Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to Owner within ten Days of Owner's request.

The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").

Each Professional shall maintain the following insurance, unless otherwise specified in Contract Documents:

1. Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's Work on the Project, in an amount not less than **\$1,000,000** combined single limit

for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.

2. Professional shall satisfy all other provisions of this Document relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

Owner and each of its officers, employees, consultants and agents including, but not limited to, the Board, Project Manager and each Owner's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

To the furthest extent permitted by law (including without limitation California Civil Code §2782), Contractor shall assume defense of, and indemnify and hold harmless, Owner and each of its officers, employees, consultants and agents, including but not limited to the Board, Project Manager and each Owner's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence.

With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, consultants and agents including, but not limited to Owner, the Board, Project Manager and each Owner's Representative. Owner shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Section 9201 of the California Public Contract Code.

Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to Owner or other indemnified party to the extent of its active negligence.

VERIFICATION OF COVERAGE

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of

the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

SUBCONTRACTORS

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

SPECIAL RISKS OR CIRCUMSTANCES

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

RESOLUTION OF CONSTRUCTION CLAIMS – ALL CONTRACTOR CLAIMS

Applies to ALL Contractor Claims for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (Public Contract Code §9204)

1. The following provisions applies to contracts entered into on or after January 1, 2017.
2. In accordance with Section 9204 of the California Public Contract Code, this Section applies to any claim by a contractor in connection with a public works project for:
 - a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a public works project.
 - b. Payment by the City of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - c. Payment of an amount that is disputed by the City.
3. Upon receipt of a claim pursuant to this section:
 - a. The City shall conduct a reasonable review of the claim and, within a period not to exceed 60 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
 - b. The claim shall be in writing, include reasonable documentation to substantiate the claim as specified in subsection "d." below, and be accompanied by the following certification:

"CONTRACT PROVISION REQUIRING PERSONAL CERTIFICATION OF ALL CLAIMS:

I, _____, BEING THE _____
 (MUST BE AN OFFICER) OF _____ (GENERAL CONTRACTOR), DECLARE UNDER
 PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO
 PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE
 ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND
 KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING
 DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY

REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE CITY IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER LEGAL CONSEQUENCES.”

- c. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.
 - d. The claim must include actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, including jobsite overhead, home office overhead, as well as additional costs arising from disruption, re-sequencing or acceleration. Contractor shall provide prompt notification of any disagreement in quantities of work performed along with a detailed accounting by means of a schedule update demonstrating any delays incurred.
 - e. If the City needs approval from the City Council to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
 - f. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph 5 of this section shall apply.
4. Following City's written response:
- a. If the claimant disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 - b. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
 - c. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

- d. Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under [Section 20104.4](#) to mediate after litigation has been commenced.
- e. This section does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

5. Failure by the City to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

6. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

7. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a City because privity of contract does not exist, the contractor may present to the City a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the City and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

8. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

RESOLUTION OF CONSTRUCTION CLAIMS – CLAIMS UNDER \$375,000

Applies to claims under \$375,000 for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (California Public Contract Code §20104 et seq.)

1. In addition to the provisions of California Public Contract Code §9204 applies to all construction claims for: a) a time extension; b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this Contract which is not otherwise expressly provided for or the Contractor is not otherwise entitled; and c) payment of an amount that is disputed by the City, the following provisions shall also apply to said construction claims of three hundred seventy-five thousand dollars (\$375,000) or less.

2. If, following the meet and confer conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

3. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

- a. Responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- c. In addition to Chapter 2.5 (commencing with Section 1141.10 of Title 3 of Part 3 of the Code of Civil Procedure (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- d. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in this Contract.
- e. In any suit filed under Section 20104.4 of the California Public Contract Code, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

PRE-CONSTRUCTION CONFERENCE

Prior to the beginning of any work on this project, a pre-construction conference shall be held at the City of Seaside Public Works Engineering Office located at 440 Harcourt Avenue, Seaside, CA 93955. The date and time of this conference shall be established by the City.

An itemized list of materials and equipment the Contractor proposes to use on the project shall be submitted to the City prior to or during the preconstruction conference.

A preliminary project timeline shall be submitted to the City prior to or during the preconstruction conference.

LIQUIDATED DAMAGES

Unless stated otherwise in the Specifications, it is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Seaside and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Seaside the sum of one thousand and two hundred dollars (**\$1,200**) per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City of Seaside may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that, in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for

completion of the contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

EXCUSE FROM PERFORMANCE

The City and Contractor (collectively "Parties") shall be excused from performing their respective obligations hereunder and from any obligation to pay liquidated damages if they are prevented from so performing by reason of earthquakes, fires, floods, war, civil insurrection, riots, strikes, freight embargoes, and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder. The Parties acknowledge the ongoing Covid-19 pandemic and agree that this pandemic shall not constitute a catastrophic event that would excuse performance under this contract. The Party claiming excuse from performance shall, within five (5) calendar days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section. If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby. The partial or complete interruption or discontinuance of Contractor's services caused by one (1) or more of the events described in this section shall not constitute a default by Contractor under this contract. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this section for a period of thirty (30) calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this contract by giving ten (10) Business Days' notice to Contractor.

NOTICES

All notices which the City or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the City or the Contractor at their respective address set forth in the Declaration of Bidder, or such other address(es) as either the City or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.

CONSTRUCTION PROCEDURE

An outline of the proposed construction procedure shall be submitted by the Contractor to the Engineer for review and shall obtain his approval before beginning work. The Engineer will be especially interested in:

1. Minimizing any interruption to use of driveways (no more than 4 hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified with a written notice a minimum of three (3) business days in advance.
2. All vibratory work within 1,000 feet of 1905 Mariposa St. Seaside, CA 93955 requires notification in writing to the resident two (2) weeks in advance of said work. Contractor shall notify City within 24 hours before vibratory work occurs.
3. Adjacent property owners shall be notified with a written notice a minimum of three (3) business days in advance of any construction impacts.
4. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer a minimum of one week in advance of any interruptions to building operations and parking lots.

5. Minimizing any hazard to the general public.
6. Proper handling of hazardous materials.
7. All work will occur between 7 am and 7 pm Monday through Friday unless otherwise approved in writing.
8. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placement shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

Traffic control requirements cited elsewhere in these Specifications must be considered in the construction procedure submitted to the Engineer.

TRAFFIC CONTROL

Pursuant to the authority contained in the California Vehicle Code, Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In accordance with the statement in Vehicle Code Section 591, this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the most recent revision of the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval 7 days in advance of construction and must be applicable to existing site conditions.

Contractor shall notify Seaside Police (831) 394-6811, Seaside Fire Department (831) 899-6790, affected residences, affected businesses, and the Engineering Division Office (831) 899-6835 a minimum of three (3) business days in advance as to proposed closures and alternate routes.

The following shall be incorporated into the Traffic Control Plan:

1. Two (2) travel lanes shall be open during non-working hours.
2. At least one (1) travel lane shall remain open during working hours. Flag persons or other appropriate traffic control devices as approved by the Engineer shall be used during periods of one-way travel.
3. Access to driveways shall be left open unless work is actually being performed in areas fronting the driveway. All driveways shall be accessible during non-working hours. See Construction Procedure elsewhere in these specifications.
4. No trench shall be left open during non-working hours.
5. Parking restrictions will be acceptable when and where needed. (All require prior approval of the Engineer).

The following requirements apply to Traffic Control Plans:

1. All Traffic Control Plans shall follow the CA MUTCD Chapter 6. Examples may be found at: <https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/ca-mutcd/rev8/camutcd2014-part6h-rev8-a11y.pdf>
2. The contractor shall submit a TCP using legible lettering. Show location and dimensions of the work zone, lanes, tapers, parking and any staging areas.
3. Label streets and proposed traffic control area. Show all nearby streets with street names to assure proper orientation.
4. Show all affected sidewalks, crosswalks, bike lanes, driveways and intersections in the construction work zone including areas affected by taper transition.
5. If a sidewalk, crosswalk or path is obstructed or partially obstructed, contractor must then submit an ADA compliant pedestrian traffic control plan in accordance with the CA MUTCD chapter 6D and the Public Rights-of-Way Accessibility Guidelines (PROWAG). Please refer to: <https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/ca-mutcd/rev8/camutcd2014-part6d-rev8-a11y.pdf>
6. Label all taper lengths and widths, delineator spacing and sign spacing. Indicate location of construction signs, barricades and delineators.
7. Show all parking restriction zones and signs, as appropriate. Temporary "NO PARKING" signs shall be posted seventy-two (72) hours prior to commencing work.
8. Indicate on the TCP the duration of the construction work, including dates and times.
9. Indicate on the TCP the Contractor's name, address and telephone number. Include the Contractor's during and after hours Representative's contact information (name, telephone number).
10. It is the Contractor's responsibility to assure that all Traffic Control Plans (TCP) and traffic control devices are in compliance with the **most recent revision** of the 2014 CA MUTCD as adopted by Caltrans.

Traffic Control Plans shall contain the following notes:

1. Minimum width of temporary traffic lanes is ten (10) feet clear (from delineator or cone base, not center). Minimum width at truck routes is eleven (11) feet clear.
2. The City Traffic Engineer or their representative has the authority to make any field changes to assure public safety.
3. All traffic control devices shall be removed from view when not in use. Signs shall not be facing traffic when not in use.
4. Spacing of channelizing devices shall not exceed twenty-five (25) feet.
5. Any road closure also requires notification be provided to the City of Seaside Fire Department and Police Department. Notifications may be made at the non-emergency telephone number, (831) 394-6811.
6. All temporary traffic delineation (delineators and cones) used shall be a minimum of thirty-six (36) inches tall. Retroreflective bands are required for night time traffic control.

7. Any work that disturbs normal traffic signal operations shall be coordinated with the Streets Division and Traffic Signal Maintenance Contractor.
8. The Contractor is responsible for restoring the road back to satisfactory condition including, but not limited to, paving, striping, markings, signs and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersections or road segments.
9. Any work that created an undue safety risk or creates severe congestion may be shut down by the City Engineer, their representative, Field Inspector or Police Department personnel.

The Contractor is to notify residences and/or businesses a minimum of three (3) business days in advance of closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.

Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Engineer shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Engineer, the City may furnish and install same and charge the Contractor therefor.

The Contractor shall, at their own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the Engineer for the proper execution of the work.

The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the event of traffic control device failures.

REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the construction called for in the plans, specifications, and as required by the Public Works Management.

If archeological items or hazardous wastes are discovered during construction operations, the Contractor shall cease operations in those areas and the Contractor shall immediately notify the Engineer.

The Contractor shall remove and dispose of all trees designated for removal as shown on the plans, designated by the specifications and as required by the Engineer for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.

UNDERGROUND UTILITIES

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the new construction. The Plans show the approximate location of underground facilities in the project area as they have been provided to the City. Repair of damage to any utility line shown on the Plans with reasonable accuracy shall be made at the Contractor's expense. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

UTILITY COMPANY COORDINATION

Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

CONTRACT PLANS AND SPECIFICATIONS

The Contractor will be supplied with one set of plans and specifications at no expense. A copy of these plans is to be used for the purpose of recording record (as-built) conditions. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the contract Plans and Specifications, all of which form a part of the contract documents and are available in the office of the City Engineer, City Hall, 440 Harcourt Ave, Seaside, California.

DUST CONTROL

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, "Air Quality", of the Standard Specifications.

CONSTRUCTION WATER

There are three water system purveyors in Seaside; California American Water (Cal Am), Seaside Municipal Water System, and Marina Coast Water District. Contact Cal Am for a construction water meter at (831) 646-3205 and for Marina Water District contact (831) 883-5929 or email at Engineering@mcwd.org. Seaside Municipal Water System is operated by the Owner and can be obtained from Owner fire hydrants. The Owner will charge the Contractor for the water used based on the rates specified in the latest "Schedule of Fees and Charges", available at the Owner's website, <http://www.ci.seaside.ca.us>. The Contractor is required to place a refundable deposit with the City of Seaside Municipal Water System to obtain a water meter; it is the Contractor's responsibility to return the undamaged water meter to the Water Department at the conclusion of the project.

SANITARY FACILITIES

Contractor may provide his/her own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the Public Works Manager. Existing City-owned sanitary facilities may be used.

INSPECTION OF WORK

It is the responsibility of the contractor to call for all required inspections within the required time lines. The City of Seaside reserves the right to perform random inspections at any time.

The Public Works Manager shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleanup performed, the Engineer will make the final inspection.

RECORD DRAWINGS

A set of marked-up prints, clear, legible, and made with standard drafting tools and indicating all changes, added work, and deviations from the design and reflecting the record (As-Built) condition of the work must be received before the work is considered complete. Existing utilities exposed during construction are to be located, including invert or top elevation, and shown on the Record (As-Built) drawings.

The Record (As-Built) Drawings shall be completed for the Engineer's acceptance before final payment and Notice of Completion on this contract will be made.

PROJECT CLOSE OUT

All punch list items shall be completed within 20 working days from the final walk inspection. Substantial completion and acceptance letter will be issued after satisfactory completion of punch list items.

Contractor shall complete and submit close out documents, warranties, as built drawings, disposal or recycling tags, maintenance and operation manuals, keys and other deliverables within 30 working days from the issuance of the substantial completion and acceptance letter. Two percent of the project cost in addition to the retention will be withheld until satisfactory submission of all closeout documents.

Final and/or retention invoices shall be submitted within 10 working days from the acceptance of all close out documents.

ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the contract. Additionally, City Code Chapter 8.46 Storm Water Management Section 8.46.090. Prohibition of Illegal Discharges, states,

“No person shall discharge or cause to be discharged into the city storm drain system or watercourses any materials, including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water...”

Regardless of project size, the Contractor shall submit a site-specific Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to start of work. The Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during construction to prevent discharges of pollutants, and including trash, to local drainages and waterways. Contractor shall comply with all water quality regulations in Seaside Municipal Code Chapter 8.46 Storm Water Quality Management and Discharge Control, and City Phase II Storm Water Permit requirements as prescribed by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges. The contractor shall employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage, handling, and waste management, and similar pollution prevention measures to prevent dumping or illegal discharges during construction into the street and/or storm drain system. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify City Public Works staff;
- Minimization of site disturbance shall be kept to that portion necessary for construction only, and perimeter controls shall be implemented at all times during all weather conditions;
- Soil stabilization of graded areas shall be in place at all times where construction activities have temporarily and/or permanently ceased;
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering, or other similar construction-related material or waste shall occur on or into public rights of way, private streets, or into the City's storm water system and related natural resources, either by direct deposit, dropping, discharge,

erosion, or tracking by construction vehicles. Any such discharge shall be cleaned-up promptly if an immediate threat to water quality exists, or if not immediate, at the end of the current work shift or workday in which the deposit occurred, whichever comes first;

- No runoff from graded areas or stockpile areas shall contain sediments and/or pollutants. Stockpiles shall be adequately and securely covered to avoid contact with rainfall and wind to prevent soil and stockpile movement by water and/or wind;
- Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated in the soil on-site;
- No exposure of graded areas and stockpile areas to storm water run-on shall occur. Run-on shall be controlled by diversion structures such as dikes, secondary containment, or stockpile covers; and,
- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations, and construction entrance/exist(s) shall be adequately stabilized to prevent tracking of soil/sediment from reaching streets/paved surfaces and drainage pathways.

Best management practices (BMPs) are required to be illustrated in construction Plans and employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill prevention and discharge control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; and proper materials management and storage. Detailed procedures to accomplish these protections can be found through the California Storm Water Quality Association's *Construction BMP Handbook Portal*, U.S. EPA *Construction BMP Database and Factsheets*, *Caltrans Storm Water Quality Manuals and Handbooks*, and the *Erosion and Sediment Control Field Manual* by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Seaside Public Works Office at City Hall.

Activities to be performed by Contractor include, but are not limited to:

- Development and submittal of an Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to construction start.
- At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs, restoration needs for destroyed vegetative cover, and by repair of erosion, sediment, and other protective measures.
- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:
 - Inlet protections and perimeter controls;
 - Vehicle entry and exist locations;
 - Vehicle parking and storage areas;
 - Disturbed areas of the construction site,
 - Areas that have not been finally stabilized,
 - Areas used for storage of materials that are exposed to wind or precipitation,
 - Equipment and staging areas that are exposed to wind or precipitation; and,
 - All waste storage and handling devices and areas.

Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:
 - Erosion, or
 - Sediments entering waterways or the drainage system, or
 - Pollutants entering waterways or the drainage system.

Erosion and sediment control measures shall be observed and maintained to ensure that they are operating correctly. Discharge locations or points shall be inspected regularly to ascertain whether erosion control measures are effective in preventing sedimentation and subsequent degradation of receiving water quality in violation of receiving water quality standards. Vehicle entry and exist locations shall be inspected for evidence of offsite sediment and pollutant tracking and need for cleanup and improved BMP protection measures

- Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

Additionally, the Contractor shall comply with the State Water Resources Control Board's Construction General Permit (CGP), as applicable to the project. Projects subject to the CGP include those that disturb one or more acres of soil, are less than one acre and are part of a common plan of development or sale, or applicable Linear Underground/Overhead Projects, and are required to obtain coverage under the State's CGP for Discharges of Storm Water associated with Construction Activity Construction General Permit Order 2009-0009-DWQ, and subsequent amendments thereto. Construction activities subject to this permit include clearing, grading, and disturbances to the ground such as stockpiling, or excavation, but do not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Application for CGP coverage is made by the Contractor through a Notice of Intent (NOI) to the SWRCB and involves much interaction with the applicable RWQCB as CGP regulator. The Contractor shall develop and supply the City with NOI and associated Storm Water Pollution Prevention Plan (SWPPP) for review and records purposes.

CGP coverage requires the development and implementation of a SWPPP. The SWPPP contents are mandated by the SWRCB and are subject to change, and typically contain site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must illustrate the placement of BMPs for the construction project and list pollution prevention BMPs the discharger will use to protect storm water runoff. Additionally, applicable SWPPPs must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented. All SWPPPs must be developed by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), and supplied to the City for review and comment. Additional CGP information on can be found at the State Water Resources Control Board CGP website:

https://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.html

Construction site storm water management and control measures shall be implemented year-round regardless of "season". All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

In addition to inspections performed by the City, the City's Public Works Inspector or Code Compliance representative may perform periodic site monitoring visits to ensure the contractor complies with the requirements specified herein. The City shall provide copies of the completed site monitoring reports to the Contractor. In the event work is found non-compliant, a follow up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the City. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

TREE PROTECTION REQUIREMENTS

The following guidelines shall be followed:

1. To protect Monterey pine forest habitat and associated species, including Yadon's piperia, all Monterey pines scheduled for preservation within 100 feet of the project area will be treated for bark beetles prior to construction. Freshly wounded pine material can attract damaging beetles to the site. Treatment methods and timing of application will be per the International Society of Arboriculture recommendations and be in accordance with the USAG POM's Integrated Pest Management Plan. If a broad-spectrum insecticide is planned for use in Yadon's piperia habitat, treatment will not occur during the flowering season (May to July) for Yadon's piperia, so that potential effects on pollinators are minimized. During the growing season (December to July) of the plant, a qualified biologist will flag and cover Piperia individuals where necessary prior to treatment. Any pesticides and methods used will follow current USFWS-recommended strategies.
2. All cut, fill and/or building foundations shall be located a minimum of three times the diameter at breast height (DBH) of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6 feet away from the outside edge of the trunk for all trees of a trunk diameter less than 2 feet. The DBH of a tree shall be measured at 4 feet, 6 inches above the surrounding grade.
3. All trees scheduled for preservation shall be temporarily fenced during construction. Fencing shall be installed prior to any construction-related activities at the site. Generally, fencing shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the DBH in all directions. If that is not feasible, the fence may be installed just outside the perimeter of the drip line. At no time shall the fencing be located closer than three times the DBH away from the outside edge of the trunk. Fencing shall consist of chain-link or plastic-link fence. Fencing shall be rigidly supported and maintained during all construction periods at a minimum height of 4 feet above grade. Fenced areas shall not be used for material stockpile, equipment storage, vehicle parking or pedestrian or vehicle access. Dumping of materials, chemicals, or garbage shall be prohibited within the fenced area. Fenced areas shall be maintained in a natural condition and not compacted. All trees required to be fenced shall be clearly marked with a spot of paint. The paint marking is required to alert government inspectors that the subject tree or tree(s) are to be fenced at all times during construction. Removal of fencing shall be approved by the City Engineer.
4. All construction materials or utility lines must be placed outside the drip line of any preserved trees. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots, defined as those that exceed 2 inches in diameter.
5. Under the following circumstances, no mitigation will be required:
 - A. Trees damaged by thunderstorms, windstorms, floods, earthquakes, fires, or other natural disasters.
 - B. Trees that pose a hazard to infrastructure or buildings, and/or have determined to be dangerous by the City Fire Marshall, in their official capacity.
 - C. Non-native/invasive trees of any size or condition.



ADDENDUM No. 1
For the
FY 2027 TREE MAINTENANCE ON CALL CONTRACT
August 20, 2026

Addendum No. 1 is being issued for clarifications and revisions to the contract documents for the FY 2027 Tree Maintenance On Call Contract.

The clarifications and revisions declared in this addendum are an essential element to the contract documents. The contract documents to be executed will contain a copy of this addendum. This Addendum shall supersede the original Contract Documents, and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein.

CLARIFICATIONS

1. **Questions:** Does PART C: EXPERIENCE OF APPURTENANCE / RETROFIT CONTRACTOR CLASS A OR C-12 LICENSURE need to be completed since the contract does not require these licenses? Only requires Class C-61/D-49 Contractor's license.
Answer: No, PART C: EXPERIENCE OF APPURTENANCE / RETROFIT CONTRACTOR CLASS A OR C-12 LICENSURE does not need to be completed.
2. **Questions:** Considering this is a tree maintenance project, shouldn't the new C-49 contractor's license be required given that the C61/D49 is not outdated?
Answer: Yes, the new C-49 contractor's license is required.
3. **Questions:** What will be the main determining factors that the City will consider when deciding to award 1, 2, or 3 contractors?
Answer: The main determining factor when deciding to award the contract is the lowest responsive responsible bidder as defined in Part II, Basis of Award.
4. **Questions:** Will the City consider the proximity of a bidder's facility to the city in the evaluation of this bid? Especially in terms of emergency response time.
Answer: Yes, proximity to the City is considered in evaluation of this bid. The contractor shall respond to emergency calls withing an hour window and have equipment on the scene within two hours.
5. **Questions:** How will the City evaluate a responsible bidder? Specifically, what statistics will be used? Number of employees? ISA Certifications? Equipment available? Experience with similar size projects?
Answer: The City will evaluate all parts of the bid.
6. **Questions:** Will the City consider whether a bidder is signatory to a labor union?
Answer: Yes, all bids are acceptable.

7. **Questions:** Will the City consider requiring the C-31 license for traffic control given that most of this work will take place on the public right of way?
Answer: Yes, a C-31 contractor specializes in setting up and removing temporary traffic control for construction zones. All vendors are required to handle their own traffic control.
8. **Questions:** Does the City have a GPS tree inventory? If so, will an update be required upon the start of the contract?
Answer: No, the City does not have a GPS tree inventory.
9. **Questions:** Will the City require a mobile application for the urban forest management platform?
Answer: No, the City does not require a mobile application for the urban forest management platform.
10. **Questions:** For tree removals and tree planting, will the City mark the sites for Underground Service Alert?
Answer: No, the contractor will mark sites for Underground Service Alerts.
11. **Questions:** Are gas-powered blowers allowed in the City?
Answer: As of now, there is no gas blower restriction in place.
12. **Questions:** Will tree planting be part of this project? If yes, how will this be charged?
Answer: No, tree planting will not be a part of this project.
13. **Questions:** How much time will the City allow between Service Request Tree Pruning assignments and their completion?
Answer: The time limits for assignment and completion of projects will vary depending on the specific assignments.
14. **Questions:** Will there be a site provided for parking of vehicles & equipment and/or staging of materials?
Answer: No, there will be no site provided for parking of vehicles, equipment, and/or staging of materials.
15. **Questions:** Which firm had the most previous contract for tree maintenance?
Answer: There were no firms that had a previous contract for tree maintenance.
16. **Questions:** Can the bidders obtain copy of the most previous Agreement including price schedule?
Answer: No, there is no previous Agreement to provide.
17. **Questions:** Does the City perform Grid Pruning, Pruning by Species, or by service request?
Answer: The City performs pruning by service request.
18. **Questions:** Is the Contractor required to collect a new inventory as part of this contract?

Answer: No, the contractor is not required to collect a new inventory as part of this contract.

19. **Questions:** Will Park trees be included in this contract?

Answer: Yes, Park trees will be included in this contract.

20. **Questions:** Are bidders allowed to include pricing for additional services that are not listed in the RFP?

Answer: No, bidders are not allowed to include pricing for additional services not listed in the RFP.

21. **Questions:** What are the annual averages for trees pruned, trees removed, emergency responses, Arborist reports, and plant health care being used over the last 3 years?

Answer: This data does not exist.

22. **Questions:** Can the City provide a size breakdown by DBH of the trees in the City?

Answer: This data does not exist.

23. **Questions:** What is anticipated budget? If there is no anticipated budget, what were the expenditures for the last calendar/fiscal year?

Answer: The anticipated budget is \$100,000.

24. **Questions:** How is work scheduled throughout the year?

Answer: Work is not scheduled throughout the year; work will be on an on-call basis.

25. **Questions:** Can the City provide examples of recently performed pruning that is done to your satisfaction?

Answer: The trees along Broadway Ave. are the most recent examples of pruning done to our satisfaction.

26. **Questions:** Can contractors trim or remove any tree they deem necessary?

Answer: If a contractor determines that a tree requires removal and/or trimming, approval must be obtained by phone from the Public Works Superintendent and/or Field Supervisor prior to any work taking place.

27. **Questions:** Is the City interested in keeping some of the clean chips generated from this work to satisfy SB1383?

Answer: The City does not need to keep clean chips from this work to satisfy SB 1383.

28. **Questions:** Is there a current or incumbent contractor performing these services? If so, please provide the name of the incumbent contractor and how long they have held the contract. If there is no incumbent, please confirm whether this is the first time these services have been advertised or contracted

Answer: There is no current or incumbent contractor performing these services. This is the first time these services have been advertised.

29. **Questions:** Does the City intend to award this contract to a single contractor, or may the contract be awarded to multiple contractors? If multiple contractors may be awarded, please clarify whether the anticipated \$100,000 contract value would be shared among the awarded contractors and how work would be assigned or distributed.

Answer: The City reserves that right to award multiple contracts.

30. **Questions:** Bid Bond: Please clarify the required bid bond amount. Should the bid bond be based on the full anticipated contract value of \$100,000

Answer: Yes, the bid bond is to be based on the fully anticipated contract value of \$100,000.

31. **Questions:** Bid Sheet – Line Items 6 and 9: Please confirm whether the approximate quantities of hours listed for Line Items 6 and 9 are accurate and are the quantities bidders should use when calculating and submitting their bid pricing.

Answer: This information is not available.

32. **Questions:** Traffic Control and Storm Water Compliance: Without specific work locations or defined scopes of work, please clarify how bidders are expected to accurately determine and provide a Lump Sum price for Traffic Control and Storm Water Compliance.

Answer: Lump Sum price to be based on typical tree removal on a City Street with one-lane closure.

33. **Questions:** Bid Sheet / \$100,000 Contract Value: Based on the approximate quantities provided on the Bid Sheet and applying unit pricing to those quantities, the resulting Grand Total Bid appears likely to significantly exceed the stated \$100,000 contract value. Please clarify whether the quantities are provided for bid evaluation purposes only and actual work will be assigned on an as-needed basis based on priority,

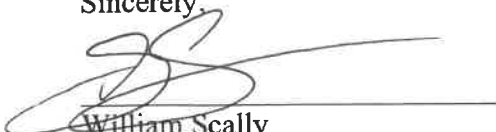
Answer: That is correct, Grand Total Bid will likely exceed \$100,000 contract value.

REVISIONS

1. **REMOVE** and **REPLACE** the PART II: with the attached Revised Addendum #1 Part II.

If you are a bidder, you must acknowledge receiving this Addendum via Planetbids, the City's e-procurement portal <https://vendors.planetbids.com/portal/73033/portal-home>. Submit bids for this work with the understanding and full compensation of this addendum. If there are any questions regarding this addendum, please contact (831) 899 – 6835 or by email to pwinfo@ci.seaside.ca.us

Sincerely,



William Scally
Public Works Superintendent

FYE 2027 TREE MAINTENANCE ON CALL CONTRACT

CITY OF SEASIDE

PART II: PROPOSALBID SCHEDULE

Item No.	Description	Approx. Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	On-Staff International Society of Arboriculture Certified Arborist with Tree Risk Assessment Qualification	100	HR		
5	On-Staff, On-Site NCCCO Certified Crane Operator	100	HR		
6	On-Staff On-Site International Society of Arboriculture Certified Arborist Foreman, Crew Leader or Leadworker	1,500	HR		
7	On-Staff On-Site I.S.A. Certified Tree Worker Climbing Specialist	100	HR		
8	Tree Climber Trimmer	100	HR		
9	Tree Maintenance Worker	6,000	HR		
10	Laborer	100	HR		
11	Emergency Services—After Hours, Weekends, or Holidays Hourly Rate Per Man	100	HR		
12	DPR Licensed Pest Control Applicator	100	HR		
13	Online database for work records and invoices	100	HR		
14	5 Yard or larger Brush/Chipper Truck	100	HR		
15	55 ft. or larger insulated Aerial Lift Truck for Tree Work	100	HR		
16	95-100 ft. Aerial Lift Truck	100	HR		
17	5 Yard or larger Dump Truck	100	HR		
18	Skip Loader or Backhoe Loader	100	HR		
19	Truck w/Roll Off Dump Box—10 to 40 Yard Capacity	100	HR		
20	Disc Chipper Equivalent to 1800 Vermeer	100	HR		
21	Disc Chipper Equivalent to BC-1000 Vermeer	100	HR		
22	100+ ft. Crane, 15 Metric Ton Capacity with Bucket Option	100	HR		

23	45 ft Crane, 6 Metric Ton Capacity	100	HR		
24	Large, Medium, and Small Stump Grinder	100	HR		
25	Irrigation Water Truck, 300 Gal. Minimum	100	HR		

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items 1 through 25).

BID ITEM DESCRIPTIONS

This section covers details of individual items of the Bid Schedule to ensure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

1. Mobilization and Demobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the contract documents, project meetings, coordination and all related administrative costs for this Project. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, 4) Quality Control Plan, 5) all submittals and shop drawings, 6) electrician certifications, 7) subcontractor's Certificate of Good Faith Effort to hire local, and 8) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

2. Storm Water Compliance

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the requirements under "Environmental/Pollution Prevention Requirements" of these Specifications and as directed by the Engineer. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

3. Traffic Control

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to maintain pedestrian and/or vehicular traffic for public use during performance of the work, including all related construction area sign placement and maintenance. This work also includes the preparation, submittal and implementation of the traffic control plan(s), establishing traffic detour(s), traffic control device placement and maintenance, flagging, barriers, temporary drainage facilities, temporary access, temporary asphalt tapers, protection of adjacent existing improvements from damage or staining, removal of the detour(s) upon direction of the Engineer, and restoration of all areas affected by construction, maintenance, use, and removal of the detour in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer.

4. On-Staff International Society of Arboriculture Certified Arborist with International Society of Arboriculture Tree Risk Assessment Qualification

Must be qualified and competent to perform tree health diagnosis, report writing, document review, etc. This work may not be subcontracted.

5. On-Staff On-Site NCCCO Certified Crane Operator

National Commission for the Certification of Crane Operators Certified Crane Operator. Must be on-site while crane work is performed. This work may not be subcontracted.

6. On-Staff On-site International Society of Arboriculture Certified Arborist Foreman, Crew Leader or Leadworker

Onsite working job supervisor with proof of status as an I.S.A. Certified Arborist. Must be on-site while all work is performed. This work may not be subcontracted.

7. On Staff On-Site I.S.A. Certified Tree Worker Climbing Specialist

International Society of Arboriculture Certified Tree Worker trained and tested to climb and work in trees. An I.S.A. Tree Worker Climber Specialists must have the skill and endurance to climb trees, demonstrate high regard for safety, and be able to perform tree work off the ground. Tested in both a classroom setting and a field setting, candidates must have training in aerial rescue, CPR, and First Aid-- Must be on-site while work all is performed. This work may not be subcontracted.

8. Tree Climber Trimmer

Personnel qualified and competent to inspect, climb, prune, rig, and remove trees, and work from an aerial lift.

9. Tree Maintenance Worker

Personnel qualified and competent to perform tree maintenance duties from the ground and support the Tree Climber Trimmer.

10. Laborer

Personnel qualified and competent to perform basic work duties in support of tree maintenance efforts

11. Emergency Services--After Hours, Weekends, or Holidays—Hourly Rate Per Man

Dedicated qualified competent personnel must be available for after-hours emergency work calls on weekdays, weekends, and holidays. Contractor must respond and be on-site with necessary personnel and equipment within 2 hours of notification by the City of emergency work

12. DPR Licensed Pest Control Applicator

California Department of Pesticide Regulation Pest Control Applicators identify invading pests and invasive plants and apply chemicals or other methods to prevent, control, eliminate pest problems.

13. Online Database for work records and invoices

Database must store all invoices and work records in the format outlined in Part IV Special Provisions. Records and invoices must be searchable and access shall be provided to any City staff deemed necessary by the Urban Forester. Records and invoices shall remain the property of the City of Monterey after the termination or expiration of the contract.

14. 5 Yard or larger Brush/Chipper Truck

Chipper dump trucks with at least 5 cubic yard capacity box and capable of towing a brush chipper.

15. 55 ft. or larger insulated Aerial Lift Trucks for Tree Work

Truck mounted aerial man lift device designed and engineered for tree work capable of reaching 55 feet above ground.

16. 95-100 ft. Aerial Lift Truck

Truck mounted aerial man lift devices designed and engineered for tree work capable of reaching 95-100 feet above ground.

17. 5 Yard or larger Dump Truck

Dump truck with at least 5 cubic yard capacity bed.

18. Skip Loader or Backhoe Loader

Front loader, backhoe loader, bobcat type loader capable of lifting at least 2000 lbs.

19. Truck w/Roll Off Dump Box—10 to 40 Yard Capacity

10 to 40 Yard capacity dump box to be transported by transport truck vehicle

20. Disc Chipper Equivalent to 1800 Vermeer

Large capacity brush chippers equivalent in power and capability to Vermeer Co. 1800

21. Disc Chipper Equivalent to BC-1000 Vermeer

Medium capacity brush chippers equivalent in power and capability to Vermeer Co. BC-1000

22. 100+ ft. Crane, 15 Metric Ton Capacity with Bucket Option

Medium capacity crane with 100-foot reach to be operated by a NCCCO Certified Operator.

23. 45 ft Crane, 6 Metric Ton Capacity

Medium capacity crane with 45-foot reach to be operated by a NCCCO Operator

24. Large, Medium, and Small Stump Grinders

Stump grinders/cutters with capabilities to grind and remove large, medium, and small tree stumps and root masses

25. Irrigation Water Truck, 300 Gal. Minimum

Truck mounted tank with 300-gallon minimum capacity for watering trees and landscape plants

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

LUMP SUM PRICE BREAKDOWN

Immediately after award of the contract, the contractor shall submit a cost breakdown list to the Engineer for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

BID CLARIFICATION

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsive responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract. For responsible bidder as it pertains to this contract, see Part I, Responsible Bidder.

Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension.

The amount of work to be requested during the twelve-month contract period cannot be well defined at the outset. The bidder agrees to do the work on a Work Order basis in such increments and at such times and locations as will be defined in written requirements to be issued by the City as the need arises. The bidder agrees that the offer to do the work at the unit prices submitted with the bid schedule remains in effect for all written work requirements as herein described and issued by the City during the twelve-month period beginning with the fully executed contract date or until the exhaustion of the annual funding limit, whichever occurs first. No minimum annual dollar value of work is guaranteed by the City.

The intent of this contract is to provide the City with a readily available work force for repairs to existing facilities and emergency repairs of any value up to the Contract limit, and for new construction on City projects of any value as the City deems appropriate. This contract does not give the Contractor exclusive rights to perform all work done by the City; certain projects will be sent for bid proposal throughout the term of the contract which may include this type of work.

Bids may be withdrawn through the City's e-Procurement Portal, the responding firm may "unsubmit" their proposal in PlanetBids. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals prior to the bid opening. Bids may not be withdrawn for the time period specified in BID VALIDITY of Part I.

The Noncollusion Declaration and all other required forms listed on the City's e-Procurement Portal shall be executed and submitted with the bid.

CONTRACT AGREEMENT

THIS AGREEMENT, dated this 17th day of **September, 2026**, by and between **West Coast Arborists, Inc.** whose place of business is located at **390 Martin Avenue, Santa Clara, CA 95050** ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. **2026-xx** adopted on the **17th day of September, 2026** awarded to Contractor the following Contract:

CONTRACT NUMBER 26-XX

**Tree Maintenance Work Order Contract
located at
Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

1. SCOPE OF WORK OF THE CONTRACT

A. Work of the Contract

1. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

B. Price for Completion of the Work

2. Owner shall pay Contractor Contract Sum('s) as defined in individual Work Orders and in accordance with the Specifications. Contract sums shall be based on the bid schedule. The Contract Sum of this contract cannot be well defined at the outset but will not exceed one hundred thousand dollars (\$100,000) over a single calendar year. The contractor is not guaranteed any work, and the contract sum may be zero dollars (\$0.00). The contract sum will be the cumulative amount of any individual On Call Work Orders issued throughout the year under this contract.

2. COMMENCEMENT AND COMPLETION OF WORK

A. Commencement of Work

1. The contract period shall be 1 year commencing on the date of the fully executed contract. Commencement of individual Work Orders shall be in accordance with dates provided on that Work Order
2. No work shall commence on any individual Work Order after the Contract period expires.
3. Owner reserves the right to modify or alter the Commencement Date.

B. Completion of Work

1. Contractor shall achieve Substantial Completion of the entire contract within One year from the Commencement Date
2. Contractor shall achieve Substantial Completion of Individual Work Orders within the periods of time defined on individual Work Orders
3. Contractors shall have thirty (30) Working Days following substantial completion of the later of the contract or completion date of the last Work Order to achieve Final Completion.

3. PROJECT REPRESENTATIVES

A. Owner's Project Manager

1. Owner has designated a Project Manager to act as Owner's Representative in all matters relating

to the Project.

2. City Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
3. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

B. Architect/Engineer

1. City of Seaside furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents for this contract. Individual Work Orders may have Plans and Specification developed by outside consultants and those consultants may have the rights assigned to Architect/Engineer for individual Work Orders under this Contract.

4. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

A. Liquidated Damage Amounts

1. Unless otherwise defined in individual Work Orders, as liquidated damages for delay, the Contractor shall pay the Owner one thousand two hundred dollars (1,200.00) for each Day that expires after the time specified herein in the individual Work Orders for the Contractor to achieve substantial completion of the entire work, until achieved.

B. Scope of Liquidated Damages

1. Measures of liquidated damages shall apply cumulatively.
2. Limitations and stipulations regarding liquidated damages are set forth in Part IV Special Provisions.

5. CONTRACT DOCUMENTS

- A. Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:
 - Part I - Notice to Contractors
 - Part II – Proposal
 - Part III – General Provisions
 - Part IV – Special Provisions & Technical Specifications
- B. There are no contract documents other than those listed above. The contract documents may only be amended, modified or supplemented as provided by an approved Work Order amendment.

6. MISCELLANEOUS

- A. Terms and abbreviations used in this agreement are defined in the general conditions and references and definitions and will have the meaning indicated therein.
- B. It is understood and agreed that in no instance are the persons signing this agreement for or on behalf of owner or acting as an employee, agent, or representative of owner, liable on this agreement or any of the contract documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of owner is limited and confined to such liability as authorized or imposed by the contract documents or applicable law.
- C. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under section 4 of the clayton act (15 u.s.c. §15) or under the cartwright act (chapter 2 (commencing with §16700) of part 2 of division 7 of the business and professions code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time owner tenders final payment to contractor, without further acknowledgment by the parties.
- D. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by director of the state of California department of industrial relations, are deemed included in the contract documents and on file at

owner's office, and shall be made available to any interested party on request. Pursuant to California labor code §§ 1860 and 1861, in accordance with the provisions of section 3700 of the labor code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of section 3700 of the labor code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and contractor shall comply with such provisions before commencing the performance of the work of the contract documents.

- E. During the term of this agreement, contractor warrants that it is currently registered with the department of industrial relations and qualified to perform public work consistent with labor code section 1725.5. Contractor further warrants that any subcontractors who are subject to public contract code section 4104, are registered and qualified to perform public work consistent with labor code section 1725.5.

- F. This project is subject to compliance monitoring and enforcement by the department of industrial relations.

- G. This agreement and the contract documents shall be deemed to have been entered into in the county of Monterey, state of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the superior court for the county of Monterey.

In witness whereof the parties have executed this agreement in quadruplicate the day and year first above written.

CONTRACTOR: West Coast Arborists

OWNER: The City of Seaside

By: _____
(Signature)

(Print Name)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

By: _____
(Signature)
Greg McDanel,
City Manager

Attest:

City Clerk Signature
Dominique Davis

By: _____
(Signature)

(Name)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

SAMPLE WORK ORDER

WORK ORDER PROCESS

1. Design

- A. All project designs and scopes of work shall be developed by the Owner. Scopes of work will vary from full construction plans and specification, construction details and standard details, written scopes of work and focused drawings with details.
- B. Contractors shall never for any reason develop the scope of work for On Call work that they will carry out.

2. Work Orders

- A. Work orders at a minimum shall include:
 - 1. The contract or legal agreement under which the Work Order is being issued,
 - 2. Date under which the overarching contract signed is issued.
 - 3. A unique identifying project number containing the original contract number a hyphen and the chronological Work Order number in sequence.
 - 4. A location of the work
 - 5. A description of the work
 - 6. Quantities and agreed price for work
 - 7. Work order start and completion dates identifying the boundaries to the Period of Performance
 - 8. Signatures of the Contractor and City by persons with the legal authority to bid that entity.
 - 9. Final Acceptance of work sign off and completion date
- B. In the case of discrepancy or ambiguity in the Contract Documents, or between contract documents and Work Order scopes of work the Work Order shall prevail. However, in no account shall plans specifications or scopes of work included in Work Orders to this agreement ever excuse the contractor from performing work in accordance with the provision of the California building code, laws, ordinances other regulations.
- C. Work orders shall act as a Notice to Proceed for individual projects, and no additional Notice to Proceed will be need.

3. Work Order Value

- A. Work order values shall be based on quantities defined in each individual Work Orders scope of work multiplied by the unit prices provided in the contractors bid for each line item of the Bid Schedule.
 - 1. Where unit prices are given for multiple volumes of the same item, the line-item value encompassing the total Work Order quantity for that item of work shall be used uniformly for all billing related to that item of work. (ie. If a Work Order requires 500 SF of Furnish, Place Compact Class II Aggregate Base (under SW, 4"; thick base bid) [F-4-a: F-4-c], and the following prices are provided:

F-4-a	Quantity: 1	Unit: SF	Unit Cost: \$25.00
F-4-b	Quantity: 101	Unit: SF	Unit Cost: \$15.00
F-4-c	Quantity: 1,001	Unit: SF	Unit Cost: \$ 4.40

 The item value shall be 500SF * \$15.00/SF = \$7,500.00)
 - 2. Where two separate areas of work of a single Work Order have distinct quantities of the same line item, the quantities shall be added together and the unit cost used relating to the total value. (ie. A Work Order repairing two separate sidewalks where one sidewalk requires 500 SF of Class II Aggregate Base and the other sidewalk requires 600 SF of Class II Aggregate Base, the total Class II Aggregate Base are 1,100 SF and the Unit Cost used shall be \$4.40/SF
 - 3. Where specific items of work not include in the Bid Schedule are required for completion of a job, the unit price for the most similar line item shall be used, and or fair market value shall be agreed to by both the City and Contractor. (ie. A single rail galvanized steel guard rail is needed for a project, and Item X-4-a is "Furnish and Install 1 ½"; diameter galvanized steel pipe hand rail free standing \$135/LF. The \$135/LF shall be used for the single rail galvanized steel guard rail.

4. City shall rely on Cal Trans Standard Specifications Division 1 Section 9 for defining payment values for items of work not otherwise covered in the bid schedule. In case of a dispute, the City shall have ultimate authority to define fair market value.

Submission

Bidder Details

Vendor Name	West Coast Arborists, Inc.
Address	390 Martin Avenue Santa Clara, California 95050 United States
Respondee	Victor Gonzalez
Respondee Title	Vice President
Phone	714-991-1900
Email	vgonzalez@wcainc.com
Vendor Type	CADIR
License #	366764

Submission Detail

Submission Format	Electronic
Submitted	08/28/2026 7:23 AM (PDT)
Delivery Method	
Responsive	
Submission Status	Submitted
Confirmation #	503658

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
WCA 20260807104402503 Tree Maintenance - OnCall_RFP.pdf	WCA 20260807104402503 Tree Maintenance - OnCall_RFP.pdf	Project Specifications
WCA 20260807104402503 Declaration of Bidder.pdf	WCA 20260807104402503 Declaration of Bidder.pdf	Declaration of Bidder
WCA 20260807104402503 Statement of Qualification Questionnaire.pdf	WCA 20260807104402503 Statement of Qualification Questionnaire.pdf	Statement of Qualifications
WCA 20260807104402503 Subcontractors List.pdf	WCA 20260807104402503 Subcontractors List.pdf	Subcontractor List
WCA 20260807104402503 Non-Collusion Declaration.pdf	WCA 20260807104402503 Non-Collusion Declaration.pdf	Non-Collusion
WCA 20260807104402503 Debarment and Suspension Certification.pdf	WCA 20260807104402503 Debarment and Suspension Certification.pdf	Debarment and Suspension Certification
WCA 20260807104402503 Bidders Certification.pdf	WCA 20260807104402503 Bidders Certification.pdf	Bidder Certification
WCA 20260807104402503 BID BOND.pdf	WCA 20260807104402503 BID BOND.pdf	Bid Bond

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
General							\$552,000.00		
1	1		Mobilization and Demobilization	LS	1	\$0.00	\$0.00	Yes	
2	2		Storm Water Compliance	LS	1	\$0.00	\$0.00	Yes	
3	3		Traffic Control	LS	1	\$0.00	\$0.00	Yes	
4	4		On-Staff International Society of Arboriculture Board Certified Master Arborist with Tree Risk Assessment Qualification	HR	100	\$150.00	\$15,000.00	Yes	
5	5		On-Staff, On-Site NCCCO Certified Crane Operator	HR	100	\$125.00	\$12,500.00	Yes	
6	6		On-Staff On-Site International Society of Arboriculture Certified Arborist Foreman, Crew Leader or Leadworker	HR	1500	\$115.00	\$172,500.00	Yes	
7	7		On-Staff On-Site I.S.A. Certified Tree Worker Climbing Specialist	HR	100	\$125.00	\$12,500.00	Yes	
8	8		Tree Climber Trimmer	HR	100	\$125.00	\$12,500.00	Yes	
9	9		Tree Maintenance Worker	HR	6000	\$40.00	\$240,000.00	Yes	
10	10		Laborer	HR	100	\$125.00	\$12,500.00	Yes	
11	11		Emergency Services-After Hours, Weekends, or Holidays Hourly Rate Per Man	HR	100	\$125.00	\$12,500.00	Yes	
12	12		DPR Licensed Pest Control Applicator	HR	100	\$85.00	\$8,500.00	Yes	
13	13		Online database for work records and invoices	HR	100	\$0.00	\$0.00	Yes	
14	14		5 Yard or larger Brush/Chipper Truck	HR	100	\$40.00	\$4,000.00	Yes	
15	15		55 ft. or larger insulated Aerial Lift Truck for Tree Work	HR	100	\$40.00	\$4,000.00	Yes	
16	16		95-100 ft. Aerial Lift Truck	HR	100	\$25.00	\$2,500.00	Yes	
17	17		5 Yard or larger Dump Truck	HR	100	\$40.00	\$4,000.00	Yes	
18	18		Skip Loader or Backhoe Loader	HR	100	\$40.00	\$4,000.00	Yes	
19	19		Truck w/Roll Off Dump Box-10 to 40 Yard Capacity	HR	100	\$40.00	\$4,000.00	Yes	
20	20		Disc Chipper Equivalent to 1800 Vermeer	HR	100	\$40.00	\$4,000.00	Yes	
21	21		Disc Chipper Equivalent to BC-1000 Vermeer	HR	100	\$40.00	\$4,000.00	Yes	
22	22		100+ ft. Crane, 15 Metric Ton Capacity with Bucket Option	HR	100	\$125.00	\$12,500.00	Yes	
23	23		45 ft Crane, 6 Metric Ton Capacity	HR	100	\$40.00	\$4,000.00	Yes	
24	24		Large, Medium, and Samll Stump Grinder	HR	100	\$40.00	\$4,000.00	Yes	
25	25		Irrigation Water Truck, 300 Gal. Minimum	HR	100	\$25.00	\$2,500.00	Yes	

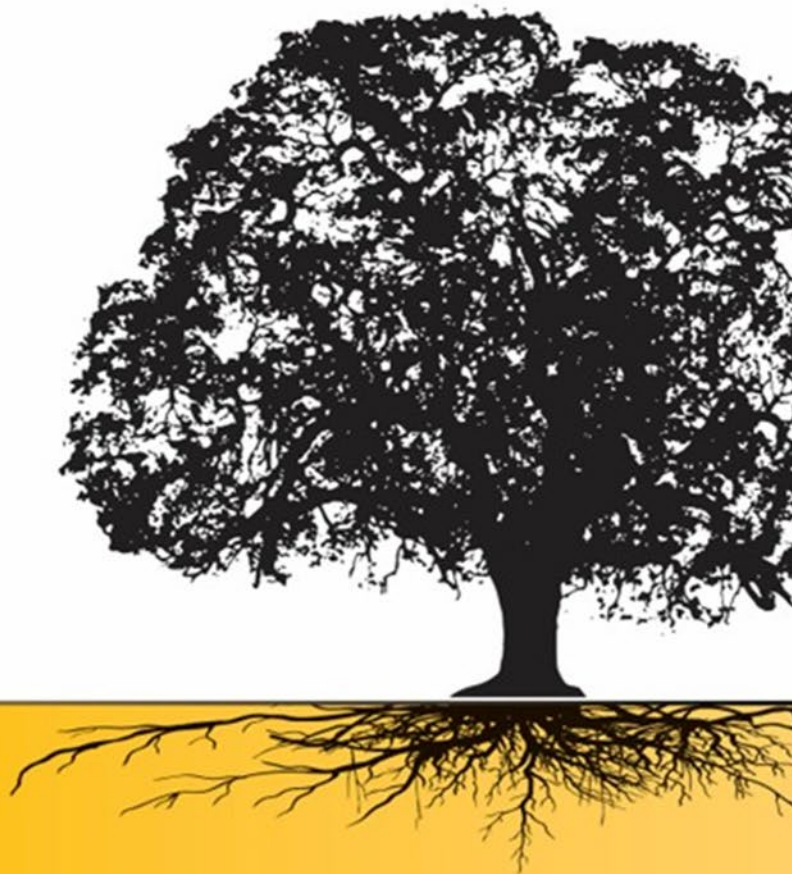
Line Item Subtotals

Section Title	Line Total
General	\$552,000.00
Grand Total	\$552,000.00



Setting the Gold Standard
by partnering with over 400 communities

City of Seaside
Bid No. 2026-05
**Tree Maintenance On-Call
Contract**



West Coast Arborists, Inc.
WCAINC.COM • (800) 521-3714
LIC #366764 • DIR #1000000956

Packet Page 216

Table of Contents

COVER LETTER	3
COMPANY QUALIFICATIONS.....	4
COMPANY PERSONNEL	6
CLIENT REFERENCES.....	12
SCOPE OF SERVICES.....	15
IMPLEMENTATION, QUALITY CONTROL & SAFETY	19
EQUIPMENT	26
TECHNOLOGY & INFORMATION MANAGEMENT	29
WILDLIFE, GREEN WASTE & COMMUNITY	33
BID SCHEDULE	35
REQUIRED BID FORMS	37
ADDENDUM NO. 1	53





August 28, 2026

City of Seaside
Attn: Public Works Director
440 Harcourt Avenue
Seaside, California 93955

RE: RFP 2026-05 Tree Maintenance On-Call Contract
Due: Friday, August 28, 2026 at 2:00PM

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for tree trimming and removal services for the City of Seaside. WCA is a family-owned and operated company employing over 1,200 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability. Our proposal is valid for a period of 90 calendar days. We hereby acknowledge receipt of Addendum No. 1.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 54-year track record of working for more than 400 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping), Class C49 (Tree and Palm), and Class C31 (Traffic Control). We currently employ over 125 Certified Arborists and over 155 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our San Jose Office located at 390 Martin Avenue, Santa Clara, CA 95050. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Juan Ortiz, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (408) 591-4860 or jortiz@wcainc.com. All information submitted with the proposal is true and correct.

Sincerely,

Patrick Mahoney, President

COMPANY INFORMATION

President: Patrick Mahoney
Organization Type: Corporation
Established: 1972
Federal Tax ID: 95-3250682
DIR Registration: 1000000956
Members of Laborers' Union:
LiUNA!
SAM Entity ID: CFJMV MJ9NSD1
Website: wcainc.com

CORPORATE OFFICE

2200 E. Via Burton St.
Anaheim, CA 92806

REGIONAL OFFICES

Arlington, TX
Escondido, CA
Fresno, CA
Indio, CA
Ontario, CA
Phoenix, AZ
Riverside, CA
Sacramento, CA
San Diego, CA
San Jose, CA
San Francisco, CA
Santa Clarita, CA
Stockton, CA
Ventura, CA

CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President
Corporate Office
Phone (714) 991-1900
Fax (714) 956-3745
Email: vgonzalez@wcainc.com

FIELD MANAGEMENT

Juan Ortiz, Area Manager
390 Martin Avenue
Santa Clara, CA 95050
Phone (408) 855-8660
Fax (408) 844-8606
Email: jortiz@wcainc.com

EMERGENCY RESPONSE 24/7

1-800-LIMB-DOWN

COMPANY QUALIFICATIONS

Company Introduction

WCA is a Proven Municipal Tree Management Provider Delivering Measurable Performance.

West Coast Arborists, Inc. (WCA) has provided municipal tree maintenance services since 1972 and currently supports over 400 public agencies with scalable, performance-driven urban forestry programs. WCA delivers measurable results aligned with public agency expectations, including:

- **Over 712,000 trees pruned annually**
- **24/7 emergency response with documented tracking**
- **Proven ability to manage multi-million-dollar contracts**

WCA's service model is built on measurable performance, accountability, and regulatory compliance, ensuring that all work is delivered in alignment with contract requirements, ANSI A300 standards, and ISA Best Management Practices.

Our Vision

WCA is dedicated to responsible corporate stewardship in every community we serve. We maintain the highest standards of ethical conduct and environmental responsibility, ensuring transparent communication with our clients and the public. Our goal is to lead the industry in advanced urban tree care and management services through innovation, accountability, and consistent operational excellence.

100% Customer Satisfaction

WCA remains committed to providing exceptional service and tangible value to our clients. Customer satisfaction is not just a priority; it is the core of our operational philosophy. Our long-standing reputation for reliability, integrity, and excellent workmanship reflects this dedication. Every team member is empowered to take the necessary actions to ensure work is done correctly, efficiently, and to the highest professional standards. By focusing on quality from the start, we reduce disruptions, lower long-term costs, and deliver dependable results our clients can trust.



Accredited by TCIA



Local Office & Yard
(Santa Clara)



50+ Years Experience
Working with
Municipalities

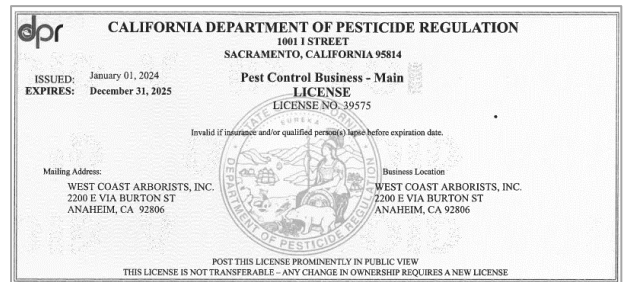
Corporate Capabilities

West Coast Arborists, Inc. is committed to delivering superior performance to the City by adhering to defined specifications, established budgets, and agreed-upon schedules. Our long-standing reputation for quality is the direct result of the disciplined systems, skilled personnel, and proven methodologies we apply to each engagement. These capabilities provide our clients with confidence in our ability to manage their urban forest effectively and consistently meet high service expectations.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C49, C27, C31, C21, A & B
- Over \$25,000,000 line of credit available
- Annual financial audits available upon request
- Bonded by ARCH, an A+ rated company
- 1,200+ employees
- 400+ contracts with public agencies
- 125+ Certified Arborists
- 170+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 712,000 trees **pruned** annually over past 3 years
- Avg. 46,000 trees **removed** annually over past 3 years
- Avg. 20,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- **Fully insured with insurance up to \$25 million**
- Federal Tax ID #95-3250682, current on all taxes and filings with state and federal government
- Sales volume over \$220 million annually
- Fleet of approximately **1,800 pieces of equipment**

Active Memberships:

Tree Care Industry Association (TCIA)
International Society of Arboriculture (ISA)
League of California Cities (LCC)
California Parks & Recreation Society (CPRS)
Association of CA Cities, Orange County (ACCOC)
Maintenance Superintendents Association (MSA)
California Landscape Contractors Association (CLCA)
Street Tree Seminar (STS)
California Urban Forest Council (CaUFC)
American Public Works Association (APWA)
Western Chapter International Society of Arboriculture (WCISA)



State of California Department of Industrial Relations		
Contractor Information		Registration History
Legal Entity Name	Effective Date	Expiration Date
WEST COAST ARBORISTS, INC.	05/29/18	06/30/19
Legal Entity Type		
Corporation	06/07/17	06/30/18
Status	06/09/16	06/30/17
Active		
Registration Number	06/26/15	06/30/16
1000000956		
Registration effective date	08/19/14	06/30/15
07/01/22		
Registration expiration date	07/01/19	06/30/22
06/30/24		
Mailing Address	07/01/22	06/30/24
2200 E VIA BURTON ANAHEIM 92806 CA United States of America	07/01/24	06/30/29
Physical Address		
2200 E VIA BURTON ANAHEIM 92806 CA United States of America		
Email Address		
vgonzalez@wcainc.com		
Trade Name/DBA		
License Number (s)		
CSLB:366764		
CSLB:366764		

COMPANY PERSONNEL

Introduction

West Coast Arborist's (WCA) consists of a management team, a safety committee, support staff, trained mechanics, and dedicated field crews. Its staff members come from various educational backgrounds, including accounting, business administration, engineering, and forestry.

WCA's Proud Work Force

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. **The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."**

Certification

WCA encourages its employees to become certified by the International Society of Arboriculture to raise the standards of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers.



*WCA employs the largest
number of ISA Certified
Arborists and ISA
Certified Tree Workers of
any company!*

Crew Performance

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving, and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire, and annually thereafter in selected areas, to ensure ongoing requirements are met and opportunities for improvement are identified.

Meet the Team: Project Team



JASON PINEGAR

Regional Manager/V.P.

Jason Pinegar has been with WCA since 1993. Starting as a Trimmer, he was repeatedly promoted and became an Area Manager in the 2000's at which time he moved to Northern California. In 2020 he was promoted to Vice President. He has over 30 years' experience in the arboriculture field and has a vast knowledge of trees in Northern California. He oversees our Northern California region contracts and staff. His long career with WCA includes managing contracts with the City of Sacramento, Stockton, and the entire San Francisco Bay region.

- **ISA Certified Arborist Utility Specialist #WE-2039 AU**
- TCIA Certified Treecare Safety Professional #259
- ISA Tree Risk Assessment Qualified
- ATSSA Traffic Control Designer #00236727
- NCCCO Certified Crane Operator #050820987R
- TLC Wildlife Area



JUAN ORTIZ

Area Manager

Juan Ortiz has been with WCA since 2002. He has over 20 years of experience in the arboriculture field. He is responsible for estimating, scheduling, contract administration, personnel, and daily operation. He is also responsible for field operations, customers service, and management of crews throughout San Jose region. Through his employment he has gained valuable experience in computer estimating, tree inventory systems, and costing programs which are essential in the efficient operation of tree crews.

- **ISA Certified Arborist/Tree Worker Climber #WE-8514AT**
- ISA Tree Risk Assessment Qualified
- TCIA Certified Tree Care Safety Professional #2636
- ATSSA Traffic Control Supervisor #459659
- TLC Wildlife Aware



JOSE ABALOS

Area Supervisor

As Area Supervisor, Jose Abalos is an ISA Certified Arborist with over 15 years' experience, starting at WCA in 2005. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisor, he will communicate with contract administrators and other interested parties daily. Report and resolve malfunctions, damage, or industrial injury. He will also assist in employee training programs, maintain records, and file daily reports and receipts. He will be the onsite arborist for this project.

- **ISA Certified Arborist #WE-18734A**
- TCIA Certified Treecare Safety Professional #03964
- WCA Qualified Treeworker

Meet the Team: Support Staff



ANDREW PINEDA

GIS Manager

Andrew Pineda has been with WCA since 2018. As WCA's GIS Manager, he works on a wide range of projects including tree inventories scope and collection, iTree analysis, tree canopy assessments, tree planting prioritization, ArborAccess training, grant funded tree planting projects, and much more. He has worked with tree inventories of all sizes from small campus inventories with less than 5,000 trees to large California cities with over 140,000 trees. He has in-depth knowledge and understanding of tree inventories, urban forestry best practices, and spatial data and works closely with office and field personnel to ensure tree inventories, reports, and analysis exceed customer expectations.

- **ISA Certified Arborist #WE-12738A**
- FAA UAS Part 107 Remote Pilot
- M.S. Geographic Information Science (GIS), CSU Long Beach
- B.A. Environmental Science, Boston University



LEONARDO TUCHMAN

Plant Health Care Arborist

Leonardo Tuchman joined WCA in 2023 and brought with him over 5 years of experience in the arboriculture industry. He completed his education at UC Davis with a B.S. in Environmental Horticulture and Urban Forestry. As a Northern California native, he has in-depth experience assessing various tree species in the area. Current responsibilities as a Plant Health Care Arborist includes establishing GPS tree inventories, arborist report writing tree risk assessments, aerial inspections, tree appraisals, pre-construction planning and diagnosing tree disorders. Additionally, he assists with providing Plant Health Care (PHC) recommendations and service applications.

- **ISA Certified Arborist #WE-12453A**
- ISA Tree Risk Assessment Qualified
- ASCA Registered Consulting Arborist #771
- DPR Qualified Pest Control Applicator



LORENE OKAMOTO

Customer Service Representative (CSR)

Lorene Okamoto joined WCA in 2011, as the CSR (Customer Service Representative), Lorene is responsible for providing support to the Area Manager, Site Supervisors and crew. She is to act as a liaison between the company and its clients as well as the general public. Lorene is responsible for responding to customer service inquiries and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.

Upper Management Team

From marketing, contract administration, field and fleet management, to information technology, our Upper Management Team Staff is involved in the day-to-day operations supporting each Project Team and customer to ensure the highest quality of tree care is being achieved in the industry.



Patrick Mahoney
President



Richard Mahoney
Secretary



Rose Epperson
Treasurer



Debbie DePasquale
V.P. – Contract Services



Chris Crippen
V.P. – I.T.



Victor Gonzalez
V.P. – Business
Development



Jason Pinegar
V.P. – NorCal Region



Nick Alago
V.P. – SoCal
Northwest Region



Michael Palat
V.P. – SoCal
Southeast and AZ Region



WCA has forged a successful partnership with the Laborer's International Union of North America.



173



127



10

ISA CERTIFIED

ISA Board Certified Master Arborists

Michael Palat	#WE-6541 BUM
Kelley Gilleran	#WE-7061 BM
Tim Crothers	#WE-7655 BUM
Joseph Bartolo	#WE-2034 BU
Eugene Bordson	#WE-10777 BT
Rebecca Mejia	#WE-2355 B
Erik Diaz	#WE-12143 BM
Kris Burbidge	#WE-9566 BUM
Leonardo Tuchman	#WE-12453 B

163 WCA Certified Utility Line Clearance Workers	80 Fleet Mechanics	63 TCIA Certified Treecare Safety Professionals	62 ISA Tree Risk Assessment Qualified	21 ISA Certified Utility Specialists	17 NCCCO Certified Crane Operators	13 ATSSA Traffic Control Technicians	13 ISA Urban Forest Professionals	2 ISA Prescription Pruning Qualification
--	------------------------------	---	---	--	--	--	---	--



4 ASCA Consulting Arborists

Tim Crothers	RCA #721	Leo Tuchman	RCA #771
Kelley Gilleran	RCA #668	Eugene Bordson	#834

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION



WCA has 173 staff members certified through the Wildlife Aware and Wildlife Training Institute.



BMP Training



Wildlife Aware Trained/Certified by WTI



On-Staff Biologist

Unique Capabilities



Plant Health Care

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications. We maintain **in-house** State Certified Pesticide Advisors and Applicators, led by PHC Manager **Tim Crothers**.



Wildlife Protection

Lisette Rios, WCA's Urban Biologist, conducts nesting bird surveys and wildlife inspections, coordinates with CA Fish & Wildlife and local rehabilitation partners, manages our wildlife monitoring program, using field data to better plan tree maintenance and reduce impacts on sensitive habitats.

WCA's ISA Certified Arborists/Utility Arborists/Municipal Specialists/Master Arborists

ADAN BALTAR REYNAGA	WE-7786AT	HUGO ANGEL RINCON	WE-8710AT	JOSE MANUEL PEREZ	WE-0818AT	PATRICK O. MAHONEY	WE-1172ZA
ANDREW JOSEPH PINEDA	WE-12738A	IGNACIO LOPEZ	WE-7329AU	JOSEPH NICK ALAGO	WE-4396AU	REBECCA A. MEJIA	WE-2355A
ANDREW JOSEPH ONDREJECH	WE-13817A	ISAAC GARZA, JR.	WE-8689A	JOSEPH BARTOLO	WE-2034AU	RENE PORTILLO	WE-2038AU
BENJAMIN EUGENE BORDSON	WE-10777A	ISAAC ONTIVEROS	WE-8567A	JUAN ORTIZ	WE-8514AT	RENE ROSALES	WE-7941AT
BRIAN C. KIRKEGAARD	WE-10476AT	ISAIAS BARAJAS MACIAS	WE-10979AT	JUAN P. LAJJA, JR.	WE-13425A	RICHARD R. MAHONEY	WE-1171A
BRIAN M. KOCH	WE-0341A	ISIDRO ESTRADA BARBOZA	WE-11685A	JULIO C. GARCIA VAZQUEZ	WE-11175AT	ROBERT EDWARD KNIGHT	WE-11564AT
CALVIN F. HAUT	WE-7634A	J. ALONSO GARCIA-LOPEZ	WE-8499A	JUSTIN LEE MENZEL	WE-11756AU	ROBERT D. THOMPSON	WE-0915AU
DANE JENSEN	WE-12014A	JAIME ROGELIO HERNANDEZ	WE-5297AT	KELLY ANN PARKINS	WE-13868A	ROBERT A. WRIGHTSON	WE-10411A
DANIEL CHAVARRIA	WE-10292AT	JAMES PAUL SPECK II	WE-10858AT	KELLEY LEWIS GILLERAN	WE-7061BUM	ROSE M. EPPERSON	WE-1045A
DANIEL MAHONEY	WE-10434A	JASON ROSS DAVLIN	WE-7628A	KRIS BURBIDGE	WE-9566AUM	RYAN R. COLBERT	WE-13154A
DANIEL RIVAS	WE-10850AT	JASON PINEGAR	WE-2039AU	LEONARDO RAMOS	WE-11264AT	SAMUEL JIMENEZ	WE-11109AT
DANIEL WILLIAM VILLA, II	WE-13609AT	JEREMY PAUL PIERCE	WE-12566A	LEONEL CORTEZ	WE-8625AT	SEAN PATRICK SULLIVAN	WE-10050AT
DAVID GLYN EVANS	WE-1588A	JERRY A. ROWLAND	WE-6353A	LORENZO PEREZ	WE-7443AT	SHAWN A. GUZIK	WE-3182AU
DEBORAH DEPASQUALE	WE-3812A	JOEL LOPEZ	WE-10871AT	MANUEL BRIANO	WE-8791AT	STEFAN B. KALLENBERG	WE-10730AT
EDIBERTO SERNA SALAZAR	WE-11051AT	JOHN LEE PINEDA	WE-10367AUT	MARCO A. PADILLA JIMENEZ	WE-8621AT	STEPHEN GLENN DAVIS, JR.	WE-10894AUTM
EDUARDO VARGAS	WE-11058AT	JORGE MAGANA	WE-3460A	MARIO A. GONZALEZ	WE-13119A	STEVE B. HUNT	WE-1044AT
ERIK DIAZ	WE-1214AM	JOSE LUIS ABALOS	WE-3460A	MATEO ARVIZU	WE-10151AT	TIMOTHY R. PATTERSON	WE-12037A
FELIX HERNANDEZ	WE-2037AT	JOSE M. CORTEZ TORRES	WE-8734AUT	MICHAEL ALAN DA SILVA II	WE-12483A	TIM CROTHERS	WE-7655BUM
FRANCIS LEO MALABUYOC	WE-12279AT	JOSE MANUEL JIMENEZ URQUIZO	WE-8539AUT	MICHAEL LOUIS YOUNG	WE-11687AT	TYLER KEASBEY LEHMANN	WE-13460A
GENARO VICENTE CORONEL	WE-12740A	JOSE INEZ MANCILLA	WE-11111AT	MICHAEL ANTHONY NUNES	WE-12943A	VICTOR M. GONZALEZ	WE-7175AM
GERARDO MARTINEZ GARCIA	WE-11358A	JOSE M. CHAVARRIA MANZO	WE-10983AT	MICHAEL PALAT	WE-6541BUM	WALLACE BURCH	WE-0713AT
GERARDO PEREZ	WE-9131AT	JOSE A. ALVAREZ	WE-11210AT	MITCHELL ANDREW OWENS	WE-12619AT	WILLIAM STEVE PONCE	WE-6461A
GONZALO REGALADO	WE-9952AT	JOSE ALFREDO GONZALEZ	WE-10908AT	NESTOR M. CABRERA MORA	WE-13613AT		
HECTOR MONTES	WE-8079AUT	JOSE LUIS DELREAL	WE-6475AT	NESTOR VALENCIA	WE-11359A		
HERMINIO PADILLA	WE-7552AUTM	JOSE M. MUNIZ GARCIA	WE-11686AUT	OSCAR GUTIERREZ	WE-12783AT		

WCA's ISA Certified Tree Worker/Climbers/Line Clearance Tree Workers

ADAN BALTAR REYNAGA	WE-7786AT	GABRIEL MERCADO RUIZ	WE-11568T	JOSE MANUEL PEREZ	WE-0818AT	SAMUEL JIMENEZ	WE-11109AT
ADAN RODRIGUEZ	WE-11281T	GAMALIEL MANZANO CORONA	WE-12280T	JUAN AMADOR ARCE	WE-11480T	SANTOS MACIAS LEMUS	WE-10980T
ADOLFO S. RUIZ	WE-11294T	GEORGE HERNANDEZ PEREZ	WE-12269T	JUAN BECERRA	WE-10932T	SEAN PATRICK SULLIVAN	WE-10050AT
ADRIAN MUNOZ	WE-13987T	GERARDO MARTINEZ GARCIA	WE-10997T	JUAN C. LOPEZ GARCIA	WE-12918T	SERGIO LOPEZ-RIVERA	WE-10957T
ALFREDO ANGEL LOPEZ	WE-11133AT	GERARDO PEREZ	WE-9131AT	JUAN MARQUEZ	WE-10987T	SERGIO MACIAS-PEREZ	WE-10920T
ANDRES ROMAN	WE-11285T	GERARDO PEREZ BADILLO	WE-13986T	JUAN ORTIZ	WE-8514AT	STEFAN B. KALLENBERG	WE-10730AT
ANDREW JOSEPH ONDREJECH	WE-13817AT	GERARDO A. ORDUNO	WE-11036T	JUAN C. PENA-ARIAS	WE-11327T	STEPHEN GLENN DAVIS, JR.	WE-10894AUTM
ANTHONY DOUGLAS FONG II	WE-12031T	GONZALO REGALADO	WE-9952AT	JUAN TELLEZ TAPIA	WE-11137T	STEVE B. HUNT	WE-1044AT
ANTONIO CASTELLANOS	WE-11203T	HARLEY THOMAS DAVIS	WE-13430T	JUAN C. TORRES-COVARRUBIAS	WE-12343T	TRISTON JAMES POWERS	WE-12211T
ANTONIO GARCIA CONTRERAS	WE-11173T	HECTOR MONTES	WE-8079AUT	JULIO C. GARCIA VAZQUEZ	WE-11175T	TYLER KEASBEY LEHMANN	WE-13460AT
ARIEL ALONSO	WE-10906T	HERIBERTO CORONEL WENCESLAO	WE-11218T	LEONARDO RAMOS	WE-11264T	VENTURA GOMEZ	WE-11180T
ARMANDO O. LOPEZ	WE-10953T	HERMINIO PADILLA	WE-7552AUTM	LEONEL CORTEZ	WE-8625AT	WALLACE BURCH	WE-0713AT
ARMANDO SOTO	WE-11131T	HUGO ANGEL RINCON	WE-8710AT	LETUSA MUAU, JR.	WE-11021T		
AURELIO PAZ-GUZMAN	WE-11084T	HUMBERTO CHAVARRIA	WE-11207T	LORENZO ARREOLA-MURILLO	WE-13612T		
BENJAMIN EUGENE BORDSON	WE-10777AT	ISAIAS BARAJAS MACIAS	WE-10979AT	LORENZO PEREZ	WE-7443AT		
BRIAN C. KIRKEGAARD	WE-10476AT	ISRAEL A. RAMIREZ	WE-11567T	LUIS P. PEREZ	WE-11245T		
BRIAN NORTON	WE-12678T	J. SOCORRO GARCIA	WE-11172T	LUIS A. MUNOZ RAMIREZ	WE-11023T		
CANDELARIO PRIEGO	WE-12781T	JAIME ROGELIO HERNANDEZ	WE-5297AT	MANUEL BARRAGAN	WE-10925T		
CARLOS IXTA	WE-11106T	JAMES PAUL SPECK II	WE-10858AT	MANUEL BRIANO	WE-8791AT		
CARLOS LEYVA BARAJAS	WE-12620T	JESUS M. SARABIA PENA	WE-11450T	MARCO A. CASTILLO REYES	WE-13429T		
CARLOS RAMOS	WE-11263T	JESUS A. MONTES	WE-11014T	MARCO A. PADILLA JIMENEZ	WE-8621AT		
CELEDONIO R. MANZANO OLEA	WE-10984T	JESUS E. GARCIA ARCE	WE-13723T	MARCOS RICHARD-MARTINEZ	WE-10989T		
CELESTINO PEREZ	WE-11243T	JOEL LOPEZ	WE-10871AT	MATEO ARVIZU	WE-10151AT		
CESAR GUADALUPE VALENZUELA REYES	WE-11076T	JOEL MARTINEZ	WE-10992T	MELCHOR LEMUS	WE-11237T		
CESAR WENCESLAO	WE-10968T	JOEL ORTIZ	WE-11039T	MICHAEL ALAN DA SILVA II	WE-12207T		
CUAUHTEMOC AMEZCUA QUEZADA	WE-14058T	JOEL M. RIVERA	WE-11273T	MICHAEL LOUIS YOUNG	WE-11687AT		
DANIEL CHAVARRIA	WE-10292AT	JOHN LEE PINEDA	WE-10367AUT	MIGUEL AYALA	WE-10924T		
DANIEL ELIZARRARAS	WE-13611T	JONATHAN GARCIA HERNANDEZ	WE-13989T	MIGUEL MACIAS	WE-10978T		
DANIEL RIVAS	WE-10850T	JORGE ARREOLA-HERNANDEZ	WE-11321T	MIGUEL A. VALERIO AJAL	WE-13848T		
DELFINO AGUILAR-MORALES	WE-10900T	JORGE DUENAS	WE-11144T	MITCHELL ANDREW OWENS	WE-12619T		
DEMETRIO LIRA	WE-11323T	JORGE JIMENEZ	WE-11110T	NELSON R. AGUIRRE	WE-10901T		
DEMETRIO OSEGUERA	WE-11043T	JOSAFAT MONTOYA	WE-11015T	NESTOR M. CABRERA MORA	WE-13613T		
EDIBERTO SERNA SALAZAR	WE-11051T	JOSE AGUAYO	WE-10899T	NICOLAS GODINA	WE-11907T		
EDUARDO AVILA	WE-10812T	JOSE ABEL CANCINO	WE-11192T	OSCAR GUTIERREZ	WE-12783T		
EDUARDO HERNANDEZ	WE-12917T	JOSE AGUSTIN CARRILLO	WE-11200T	PEDRO CUEVAS	WE-11765T		
EDUARDO VARGAS	WE-11058AT	JOSE M. CORTEZ TORRES	WE-8539AUT	PEDRO GARCIA	WE-11168T		
EDWIN ANTONIO FUENTES	WE-12777T	JOSE R. GRANADOS	WE-11186T	PEDRO ALTAMIRANO	WE-11095T		
FAUSTO GUZMAN	WE-11083T	JOSE JIMENEZ	WE-11108T	PEDRO SANDOVAL	WE-11301T		
FELIX GARCIA	WE-11170T	JOSE JIMENEZ HERNANDEZ	WE-11113T	RAMON ZUNIGA GOMEZ	WE-10977T		
FELIX HERNANDEZ	WE-2037AT	JOSE MANUEL JIMENEZ URQUIZO	WE-11111T	RANULFO PERALTA CASTANEDA	WE-11202T		
FRANCIS LEO MALABUYOC	WE-12279AT	JOSE INEZ MANCILLA	WE-10983T	RAUL JIMENEZ DURAN	WE-13865T		
FRANCISCO URENA JIMENEZ	WE-11075T	JOSE M. CHAVARRIA MANZO	WE-11210AT	RAUL MANZO HERNANDEZ	WE-10985T		
FRANCISCO LOPEZ	WE-10952T	JOSE RODRIGUEZ	WE-11277T	RAUL TELLEZ TAPIA	WE-11138T		
FRANCISCO RAMIREZ	WE-11259T	JOSE ALEJANDRO VALENZUELA	WE-11674T	RENE ROSALES	WE-7941AT		
FRANCISCO VILLANUEVA	WE-10965T	JOSE A. ALVAREZ	WE-10908T	ROBERT EDWARD KNIGHT	WE-11564T		
FRANCISCO F. WENCESLAO BARAJAS	WE-10969T	JOSE ALFREDO GONZALEZ	WE-6475AT	ROMUALDO GAETA LUNA	WE-11165T		
FRED LOPEZ-PASTOR	WE-13988T	JOSE LUIS DELREAL	WE-11231AT	SALOMON SILVA	WE-11053T		
GABRIEL GAMINO	WE-11167T	GABRIEL MERCADO RUIZ	WE-11568T	SALTISTO SANCHEZ ARROYO	WE-11462T		

CLIENT REFERENCES

West Coast Arborists delivers cost-effective tree maintenance solutions that help cities improve service levels, ranging from emergency response to comprehensive urban forest management, as demonstrated in the references below.

CITY OF PALO ALTO

SINCE 2010



WCA provides 1,. Additionally, all work history records are maintained in ArborAccess, the inventory management software provided by WCA.

Contact: Derek Sproat, Tree Trim/Line Clear Lead

3201 E. Bayshore Road, Palo Alto, CA 94303 ~ (650) 496-6985 ~ derek.sproat@cityofpalocalto.org

ANNUAL BUDGET: \$1,650,000

CITY OF MORGAN HILL

SINCE 2004



WCA provides all labor, equipment, materials and performance of operation in connection with citywide tree maintenance services for the City of Morgan Hill. Services includes grid pruning, service pruning, tree removals, planting, and emergency response city-wide.

Contact: Keri Russell, Maintenance Services Coordinator

100 Edes Ct., Morgan Hill, CA 95037 ~ (408) 310-4057 ~ keri.russell@morganhill.ca.gov

ANNUAL BUDGET: \$560,000

CITY OF GILROY

SINCE 2011



WCA currently performs annual tree maintenance services for the City of Gilroy. Services include trimming, thinning, pruning, removal, stump removal, replanting, crown thinning, raising, cleaning, and reduction, and assessing and treating for infestation or disease.

Contact: John Greer, Senior Maintenance Supervisor

7351 Rosanna St., Gilroy, CA 95020 ~ (408) 846-0422 ~ john.greer@ci.gilroy.ca.us

ANNUAL BUDGET: \$530,000

CITY OF MENLO PARK

SINCE 2002



WCA performs annual tree maintenance services such as pruning, removals, and planting. Work also includes maintaining trees in parks and right of ways, an updated tree inventory, emergency work and work history uploaded into ArborAccess for each tree as work is completed.

Contact: Brian Henry, City Arborist

333 Burgess Dr., Menlo Park, CA 94025 ~ (408) 674-6936 ~ bphenry@menlopark.gov

ANNUAL BUDGET: \$660,000

CITY OF MONTEREY

SINCE 1999



The City of Monterey is an active user of the ArborAccess inventory management system and regularly uses the system to forecast budget amounts and to schedule maintenance as needed. Services includes tree pruning, removal, planting, plant health care services, fuel reduction and emergency response.

Contact: Michael Tope, Assistant Urban Forester

580 Pacific Street, Monterey, CA 93940 ~ (831) 594-9929 ~ tope@monterey.org

ANNUAL BUDGET: \$2,000,000

EXPERIENCE: CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA



CITY OF AGOURA HILLS	CITY OF FRESNO	CITY OF MONTEREY	CITY OF SEAL BEACH
CITY OF ALAMEDA	CITY OF FULLERTON	CITY OF MONTEREY PARK	CITY OF SIERRA MADRE
CITY OF ALHAMBRA	CITY OF GARDEN GROVE	CITY OF MOORPARK	CITY OF SIGNAL HILL
CITY OF AMERICAN CANYON	CITY OF GILROY	CITY OF MORENO VALLEY	CITY OF SOLANA BEACH
CITY OF ANAHEIM	CITY OF GLENDALE	CITY OF MORGAN HILL	CITY OF SOUTH EL MONTE
CITY OF ARCADIA	CITY OF GLEN DORA	CITY OF MOUNTAIN HOUSE	CITY OF SOUTH PASADENA
CITY OF ARTESIA	CITY OF GOLETA	CITY OF MOUNTAIN VIEW	CITY OF SO. SAN FRANCISCO
CITY OF BALDWIN PARK	CITY OF GRAND TERRACE	CITY OF MURRIETA	CITY OF ST. HELENA
CITY OF BEAUMONT	CITY OF HALF MOON BAY	CITY OF NATIONAL CITY	CITY OF STOCKTON
CITY OF BELL	CITY OF HANFORD	CITY OF NEWARK	CITY OF SUNNYVALE
CITY OF BELL GARDENS	CITY OF HAWAIIAN GARDENS	CITY OF NEWPORT BEACH	CITY OF TEMPLE CITY
CITY OF BELLFLOWER	CITY OF HIGHLAND	CITY OF NORCO	CITY OF THOUSAND OAKS
CITY OF BERKELEY	CITY OF HOLLISTER	CITY OF NORWALK	CITY OF TORRANCE
CITY OF BEVERLY HILLS	CITY OF HUNTINGTON BEACH	CITY OF NOVATO	CITY OF TRACY
CITY OF BISHOP	CITY OF IMPERIAL BEACH	CITY OF OAKLAND	CITY OF TULARE
CITY OF BRAWLEY	CITY OF INDIO	CITY OF OAKLEY	CITY OF TURLOCK
CITY OF BREA	CITY OF INDUSTRY	CITY OF OCEANSIDE	CITY OF TUSTIN
CITY OF BUENA PARK	CITY OF INGLEWOOD	CITY OF ONTARIO	CITY OF UPLAND
CITY OF BURLINGAME	CITY OF IRVINDALE	CITY OF ORANGE	CITY OF VALLEJO
CITY OF CAMARILLO	CITY OF JURUPA VALLEY	CITY OF PALM DESERT	CITY OF VENTURA
CITY OF CARLSBAD	CITY OF LA CANADA	CITY OF PALM SPRINGS	CITY OF VERNON
CITY OF CARMEL-BY-THE-SEA	CITY OF LA HABRA	CITY OF PALO ALTO	CITY OF VICTORVILLE
CITY OF CARPINTERIA	CITY OF LA MESA	CITY OF PARAMOUNT	CITY OF VISALIA
CITY OF CARSON	CITY OF LA MIRADA	CITY OF PICO RIVERA	CITY OF VISTA
CITY OF CERES	CITY OF LA PALMA	CITY OF PLACENTIA	CITY OF WALNUT
CITY OF CHINO	CITY OF LA PUENTE	CITY OF PLEASANTON	CITY OF WEST COVINA
CITY OF CHINO HILLS	CITY OF LA VERNE	CITY OF POMONA	CITY OF WEST HOLLYWOOD
CITY OF CHULA VISTA	CITY OF LAGUNA BEACH	CITY OF POWAY	CITY OF WEST SACRAMENTO
CITY OF CITRUS HEIGHTS	CITY OF LAGUNA HILLS	CITY OF RANCHO CORDOVA	CITY OF WHITTIER
CITY OF CLAREMONT	CITY OF LAKE ELSINORE	CITY OF RANCHO CUCAMONGA	CITY OF WOODLAND
CITY OF COACHELLA	CITY OF LAKE FOREST	CITY OF RVP	CITY OF YORBA LINDA
CITY OF COLTON	CITY OF LAKEWOOD	CITY OF REDLANDS	CITY OF YUCAIPA
CITY OF CORONA	CITY OF LATHROP	CITY OF REDONDO BEACH	COUNTY OF ALAMEDA
CITY OF CORONADO	CITY OF LEMON GROVE	CITY OF RIALTO	COUNTY OF COLUSA
CITY OF COSTA MESA	CITY OF LINCOLN	CITY OF RIVERSIDE	COUNTY OF CONTRA COSTA
CITY OF COVINA	CITY OF LIVERMORE	CITY OF ROLLING HILLS ESTATE	COUNTY OF EL DORADO
CITY OF CUDAHY	CITY OF LODI	CITY OF ROSEMEAD	COUNTY OF LOS ANGELES
CITY OF CULVER CITY	CITY OF LOMA LINDA	CITY OF ROSEVILLE	COUNTY OF MONTEREY
CITY OF CUPERTINO	CITY OF LOMPOC	CITY OF SACRAMENTO	COUNTY OF NAPA
CITY OF DALY CITY	CITY OF LONG BEACH	CITY OF SAN BERNARDINO	COUNTY OF ORANGE
CITY OF DANA POINT	CITY OF LOS ALAMITOS	CITY OF SAN BRUNO	COUNTY OF PLACER
CITY OF DAVIS	CITY OF LOS ALTOS	CITY OF SAN DIEGO	COUNTY OF RIVERSIDE
CITY OF DEL MAR	CITY OF LOS ANGELES	CITY OF SAN DIMAS	COUNTY OF SAN BERNARDINO
CITY OF DIAMOND BAR	CITY OF LOS BANOS	CITY OF SAN FERNANDO	COUNTY OF SAN JOAQUIN
CITY OF DUARTE	CITY OF MADERA	CITY OF SAN JACINTO	COUNTY OF SAN MATEO
CITY OF EL CAJON	CITY OF MANHATTAN BEACH	CITY OF SAN JUAN CAP	COUNTY OF TULARE
CITY OF EL CENTRO	CITY OF MENIFEE	CITY OF SAN LEANDRO	COUNTY OF VENTURA
CITY OF EL SEGUNDO	CITY OF MENLO PARK	CITY OF SAN MARCOS	COUNTY OF YOLO
CITY OF ELK GROVE	CITY OF MERCED	CITY OF SAN RAMON	ROSSMOOR CSD
CITY OF ENCINITAS	CITY OF MILPITAS	CITY OF SANTA ANA	TOWN OF ATHERTON
CITY OF ESCONDIDO	CITY OF MISSION VIEJO	CITY OF SANTA BARBARA	TOWN OF LOOMIS
CITY OF FILLMORE	CITY OF MODESTO	CITY OF SANTA CLARA	
CITY OF FOLSOM	CITY OF MONROVIA	CITY OF SANTA CLARITA	
CITY OF FONTANA	CITY OF MONTCLAIR	CITY OF SANTA FE SPRINGS	
CITY OF FREMONT	CITY OF MONTEBELLO	CITY OF SANTA MARIA	
		CITY OF SANTEE	

Firm Experience with Large-Scale Projects

WCA is proud to serve a wide range of public agencies and to possess the resources to manage contracts exceeding \$2 million. This demonstrates our ability to consistently deliver on large-scale projects. Below is a list of customers with contracts exceeding \$2 million.

Customer	Duration	Annual Contract Amount
City of Fresno	Since 2001	\$5,300,000
County of Los Angeles	Since 2000	\$5,000,000
City of Riverside	Since 2018	\$4,300,000
Riverside Public Utilities	Since 1997	\$4,200,000
County of Orange	Since 2014	\$4,000,000
City of Beverly Hills	Since 2000	\$3,500,000
City of Santa Clarita	Since 2017	\$3,500,000
City of Anaheim/Anaheim Utilities	Since 2007	\$3,300,000
City of Long Beach	Since 2016	\$3,300,000
City of San Diego	Since 2015	\$3,200,000
City of Santa Ana	Since 2015	\$2,600,000
City of Sacramento	Since 2006	\$2,250,000
City of Fontana	Since 1994	\$2,200,000
City of Mission Viejo	Since 1992	\$2,200,000
City of Poway	Since 2012	\$2,200,000
City of Corona	Since 2010	\$2,100,000
City of Glendale	Since 2015	\$2,100,000
City of Whittier	Since 2005	\$2,100,000
City & County of San Francisco	Since 2017	\$2,000,000
City of Alameda	Since 2012	\$2,000,000
City of Monterey	Since 1999	\$2,000,000
City of Ontario	Since 1998	\$2,000,000

SCOPE OF SERVICES

Efficient, Scalable Service Delivery Model

WCA's service approach is designed to:

- Maximize grid pruning efficiency
- Reduce long-term maintenance costs
- Ensure consistent service across all City areas
- Minimize repeat work and service requests

Performance Outcome:

- Lower lifecycle cost per tree
- Improved service consistency
- Reduced backlog and complaint volume



Tree Pruning Services

Tree pruning services may be performed within designated districts, parks, or grid areas on a defined cycle, often encompassing all trees within the specified zone. Services include structural pruning, crown raising, and light crown cleaning, all conducted in accordance with the International Society of Arboriculture's Best Management Practices. No more than 25% of live foliage is removed during any pruning cycle to ensure long-term tree health and structural integrity.

Special Request Tree Pruning

Special Request Tree Pruning is performed on specific trees designated by the City's Arborist or authorized representative. These services may include structural pruning, crown raising, crown cleaning, restorative pruning, or corrective pruning due to a hanging or broken limb, each completed in full compliance with the International Society of Arboriculture's Pruning Standards and Best Management Practices.

When conditions warrant a reduction of canopy mass or excessive limb weight, crown reduction pruning may be implemented to enhance overall tree health and structural stability. This service is provided at the agreed-upon rate established between the City and West Coast Arborists, Inc.

Line Clearance (as necessary)

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Young Tree Care

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following under the hourly rate:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement



Palm Tree Pruning

WCA will provide professional palm tree pruning services to maintain the health, safety, and appearance of all designated palms within the City property. Work will include the removal of dead, damaged, or hanging fronds, seed pods, and excessive growth as needed. All pruning will be performed in accordance with industry standards and local regulations to ensure proper tree care and public safety. Debris generated from pruning activities will be collected, hauled off, and disposed of properly, leaving the work area clean and free of hazards upon completion.

Tree and Stump Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification. Our standard stump grinder is the Vermeer SC802. This stump grinder is ideal for any size job and can be used to grade large stumps. We also use the Dosko SC69 stump grinders. These are intended to remove tree stumps and exposed root systems close to ground level. Tree removal and stump removal are to be charged separately in accordance with the contract.



Tree Planting Services

We can plant new trees and/or replace trees that have been removed in accordance with the City's specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering Services

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

Emergency Response Services

We are fully prepared to respond to tree-related emergencies 24 hours a day, 7 days a week, including weekends and holidays. Emergency calls are received through **our toll-free number, 866-LIMB-DOWN (866-546-2369)**, which will be provided to the City, as well as local Police and Fire Departments for direct access when urgent conditions arise.

Upon notification, our emergency response team will take all necessary actions to promptly mitigate hazardous tree or tree-related conditions and render the site safe until permanent corrective work can be completed during the following workday.

Our emergency response resources include a large, well-equipped fleet of specialized arboricultural vehicles and equipment capable of addressing any tree-related hazard, from storm-damaged limbs and fallen trees to immediate public safety concerns involving roadways, sidewalks, or critical infrastructure.

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.



*WCA provides the technology,
management, and civic experience that
makes it the preferred tree management
partner across the West.*

Plant Health Care (PHC) Services

Tim Crothers, Plant Health Care Manager

ISA Board Certified Master Arborist WE-7655 BUM

DPR Qualified Pest Control Applicator #145321, QAL Category B & D

West Coast Arborist's Plant Health Care (PHC) Program, managed by Mr. Crothers, is designed to support the long-term vitality, safety, and sustainability of the urban forest. Our approach goes well beyond standard chemical applications by emphasizing science-based care, proactive monitoring, and environmentally responsible treatment strategies.

WCA has developed an efficient and **comprehensive Integrated Pest Management (IPM) Program**, which prioritizes accurate diagnosis and targeted treatment rather than routine or unnecessary pesticide use. All recommended actions are based on careful evaluation of tree health conditions, pest activity, and environmental factors.

Our PHC team is staffed with highly trained, licensed applicators and professional advisors who are fully compliant with the **California Department of Pesticide Regulation** and committed to using methods that are safe, effective, and environmentally conscious. This service allows WCA to provide the City with:

- **Accurate Diagnosis and Assessment**

Proper identification of pest, disease, and physiological disorders through detailed on-site inspections, with laboratory testing performed when necessary to confirm findings.

- **Proactive and Preventative Care**

Early detection and proactive recommendations that reduce the potential for widespread pest infestations and disease outbreaks, minimizing long-term impacts and costs.

- **Customized Treatment Plans**

Site-specific solutions that may include cultural practices, soil health improvements, biological controls, or targeted applications only when warranted.

- **Ongoing Monitoring and Follow-Up Evaluations**

Post-treatment assessments to ensure that recommended measures are effective and that tree health is improving, resulting in a balanced, resilient, and thriving urban forest.

Through this comprehensive PHC approach, WCA helps protect valuable community tree assets while promoting responsible stewardship and sustainable urban forests.



IMPLEMENTATION, QUALITY CONTROL & SAFETY

Implementation Plan

WCA will ensure a seamless transition and immediate service continuity through the following:

Day 1–30 Transition Plan

- Assign a dedicated Area Manager and crews
- Review City priorities, inventory, and backlog
- Deploy initial crews within the first operational week

Ongoing Operations

- Balanced workload distribution across the fiscal year
- Weekly progress reporting and coordination meetings
- Real-time schedule adjustments based on City needs

Risk Mitigation

- Redundant crews to prevent service delays
- Backup equipment readily available to eliminate downtime
- Established emergency response infrastructure

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.

Area Manager: Juan Ortiz

ISA Certified Arborist/Tree Worker Climber #WE-8514AT

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manager will provide overall field supervision and crew management.

Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to ensure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of the work zone
- Ensure work area is left free of debris at the end of the shift
- Maintain good public relations at all times
- Provide immediate notification to City Inspector upon damage to personal property, including a plan for corrective measures to take place within 48 hours

Weekly Management

Weekly management will consist of, but is not limited to:

- Weekly inspection of work completed
- Meet with the City to review work schedule and progress
- Ensure standards of pruning are performed in accordance with City specifications
- Maintain open communication

Scheduling of Work

Guaranteed Response and Scheduling Performance. WCA commits to the following measurable service levels:

<u>Service Type</u>	<u>WCA Commitment</u>
Emergency Dispatch	Within 1 hour
Emergency On-Site	Within 2 hours
Emergency Make-Safe	Within 24 hours
Service Requests	Completed within 48 hours
Grid Pruning	100% completion within cycle



Public Notification

Upon City staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree planting, door hangers will be provided to residents, instructing them on proper care for their newly planted tree. For more comprehensive outreach, we can also submit a press release for special projects or routine maintenance. The City may modify the procedures and materials we notify residents about.

WCA's Communication Systems

Our use of modern, reliable communication systems enhances our daily job performance by increasing efficiency. Management and field personnel use smartphones as both navigation and communication devices in the field. Smartphones have proven to be a convenient way to input data for tree inventories, daily work records, timesheets, photos, and billing information, eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA currently holds a valid City Business License and, if necessary, will obtain any "no-fee" permits prior to commencing work. Permits (e.g., encroachment, traffic control, etc.) that require fees will be charged back to the City.

Right-of-Way Presence

All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks, or any other reason, or use water or electricity from such property without prior written permission of the owner.

Cooperation and Collateral Work

WCA will grant the right to operate within the project to Agency workers and/or other contractors, utility companies, street sweepers, and others, as needed, in a cooperative effort to minimize interference with daily operations.

Project Site Cleanliness

The work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air contaminants in quantities that violate the regulations of any legally constituted authority.

Proposed Workflow Timelines

GRID PRUNING FLOWCHART

(Within 30-day Completion)



TREE REMOVAL FLOWCHART

(Within 15-day Completion)



TREE PLANTING FLOWCHART

(Within 15-day Completion)



EMERGENCY RESPONSE FLOWCHART (Within 1-3 hour Response / 24-hour Completion)



PLANT HEALTH CARE FLOWCHART



Emergency Contacts



In case of emergency **AFTER**
normal business hours:

866.546.2369

Leave a message, if you do not
receive a call back within 10 minutes,
call the following contacts in order:

Pedro Hernandez, Foreman
775.412.2730

Alfonso Chacon, Foreman
408.210.5528

Jose Luis Abalos, Supervisor
408.426.1542

Juan Ortiz, Area Manager
408.591.4860

AFTER confirmation from on-call
Manager, you can email multiple
locations to:

LimbDown@WCAInc.com



Normal Business Hours
714.991-1900

Sample Planting Door Hanger



Quality Control

Feedback

WCA regularly receives and tracks customer and resident feedback to acknowledge good performance and provide prompt resolution for any negative comments. Every month, the management team reviews the feedback summary and sends it to the City.

Customer Service Department

As we work with or near the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department, with each Customer Service Representative (CSR) trained to address concerned residents and bystanders.

Complaints & Damage Resolution

Should there be any property damage, we follow specific procedures to resolve the issue. The Foreman on the job site will notify the resident and the Inspector immediately.

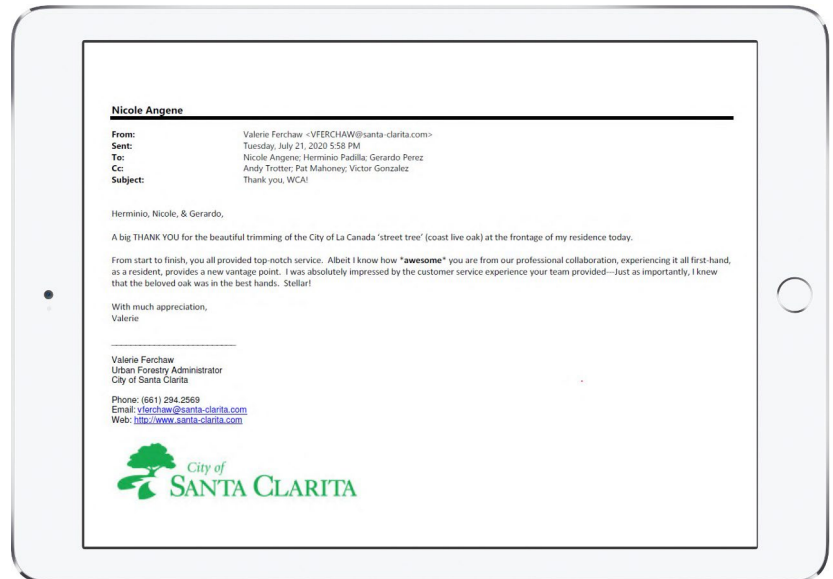
If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as when we entered. We will notify the Agency Representative immediately of any damage to private property, including plans for corrective measures to be implemented within 48 hours.

Any activities found by the Agency to be unacceptable will be rectified immediately. All other **complaints will be abated or resolved within twenty-four (24) hours** of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we can dispatch either team and have them respond immediately to the site for proper repair.

We pride ourselves on professional workmanship to avoid incidents like this; however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.

Protection of Public and Private Property

WCA will provide all necessary safety measures to protect the public and workers in the work area. We will maintain good public relations at all times, and the work will be conducted in a manner that will cause the least disturbance.



Safety & Training

Safety Program

Safety standards are top priority at WCA. Our line of work demands that all work be performed in a manner that provides the maximum safety to the general public and our employees. Our crews are instructed to follow the ANSI Z133.1 safety standards and Cal-OSHA requirements. We have one of the most extensive safety training programs in the industry. We provide our employees with state-of-the-art training tools and company-wide instructional sessions. Our insurance carriers and Cal-OSHA have recognized us repeatedly for outstanding safety training efforts.

We have a full-time Safety & Training Manager, Dane Jensen, who is professionally trained in horticulture (his qualifications are listed below). As WCA's Training Manager, Dane is responsible for staying up to date on all tree-related industry standards related to safety and the wellness of our employees and the public we serve. Training materials are regularly reviewed and updated to ensure WCA employees receive the proper education, instruction, and hands-on experience needed to perform their day-to-day activities safely and efficiently. Training topics include a full circle from proper pruning techniques, arboriculture, to customer service, and everything in between.

- **ISA Certified Utility & Municipal Arborist #WE-12014A**
- **ISA Skills Test Evaluator—TW Climber**
- **TCIA Certified Treecare Safety Professional #3303**
- **ISA Tree Risk Assessment Qualification #E4068**
- **American Heart Association BLS and First Aid Instructor**



Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees.

Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances that apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the City (excluding emergency services).

Safety Performance and Accountability

WCA maintains a comprehensive safety program supported by:

- ANSI Z133 and Cal-OSHA compliance
- Dedicated Safety & Training Manager (Mr. Dane Jensen)
- Routine field audits and crew inspections
- Telematics technology also supports WCA's safety program by monitoring driver behavior and vehicle operation. This proactive approach helps reduce accidents, improve driver safety, and minimize public risk.

Measured Safety Performance:

- Experience Modification rating (EMR) below industry average
- Documented incident reduction trends
- Ongoing training and certification compliance

Risk Reduction for the City:

- Reduced liability exposure
- Safer public work zones
- Documented compliance for all operations

Traffic Control

Traffic control procedures will be set up in accordance with the Work Area Traffic Control Handbook (WATCH) and the State of California Manual of Traffic Controls and the Agency Traffic and Safety Operating Rules. **WCA holds a Class C31 (Traffic Control) license.** Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High-visibility arrow board(s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is barricaded or otherwise kept safe, at least one worker will coordinate safe operations on the ground during work.



WCA is dedicated to health and safety for trees, employees, and the community.

EQUIPMENT

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during this project will meet state and federal safety requirements and have all required certifications.

CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the **CHP Biennial Inspection Award of Recognition**. This inspection has assisted our company in instituting several safety programs, including our Preventive Maintenance Program, which is utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods, and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

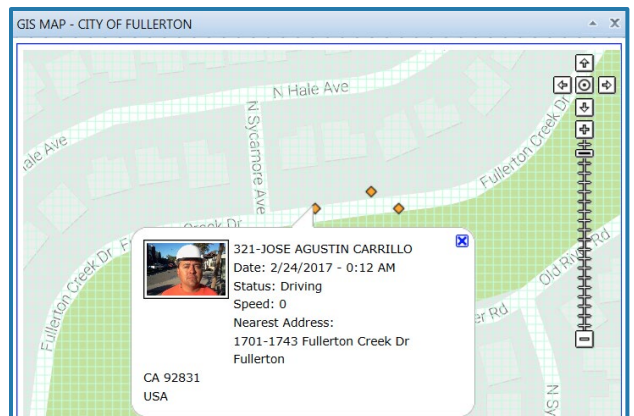
Telematics (GPS)

WCA has partnered with Geo-Tab to provide **GPS units on all vehicles and equipment**. This investment has given our customers and us the following benefits:

- Provide faster response times and more efficient routing, allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits, such as speed and idle time, and reducing total miles driven, which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units help us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles, reducing liability costs which can be passed on to customers

Equipment List Summary	
Pick Up Trucks	458
Aerial Lift Devices	396
90-ft Aerial Devices	18
Dump Trucks	237
Flat Beds	51
Field Service Trucks	37
Arrowboards	102
ATVs	14
Stump Grinders	72
Loaders / Bobcats	111
Rubber Track Loader	2
Root Pruners	2
Roll off Trucks	67
Saw Mill	4
Log Skidder	4
Back Hoes	1
Brush Chippers	214
Cranes	9
Horizontal Grinder	1
Tub Grinder	1
Masticator	1

Modern fleet
consisting of
1800+
pieces of
equipment.



In-House Fleet Maintenance

We currently have **more than 1,800 pieces of fairly new equipment**, enabling us to replace equipment immediately should unforeseen mechanical problems arise. We employ over **80 full-time mechanics** who perform an in-house fleet maintenance program. This allows our equipment to remain in good operating condition, which is necessary to meet the City's needs. Our mechanics generally work on a single line of equipment, and by keeping it as uniform as possible, they really get to know it inside and out, minimizing downtime. Equipment is assigned to different crews, and if the crew is shared with another contract, the equipment will be as well.

Preventative Maintenance Program

All WCA equipment goes through our Preventative Maintenance program. From our solar-powered arrow boards to our Freightliner Roll Off trucks. Our mechanics generally work on a single line of equipment, and by keeping it as uniform as possible, they really get to know it inside and out, minimizing downtime.

Sustainability

Over the last few years, we have invested heavily in new equipment to keep our fleet modern, comply with state requirements, meet demand, and reduce our environmental impact. We understand, with a fleet as large as ours, that we are responsible for the emissions our vehicles produce and actively work to monitor and reduce our carbon footprint.



Through our ability to dedicate specific pieces of equipment for this project, we believe it will lead to a successful program.

CARB – Certifications of Reported Compliance

Trucks and Bus Regulation & Off-Road Diesel Vehicle Regulation

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: West Coast Arborists, Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties. This certificate is valid until **December 31, 2026**

Michelle Buffington
Michelle Buffington
Division Chief, Mobile Source Control
Division California Air Resources Board

Printed on 2026-02-25

81 Vehicles

TRUCRS Fleet Identification
114016

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/jonrdiesel/tblookup.php

California Environmental Protection Agency
Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

WEST COAST ARBORISTS INC

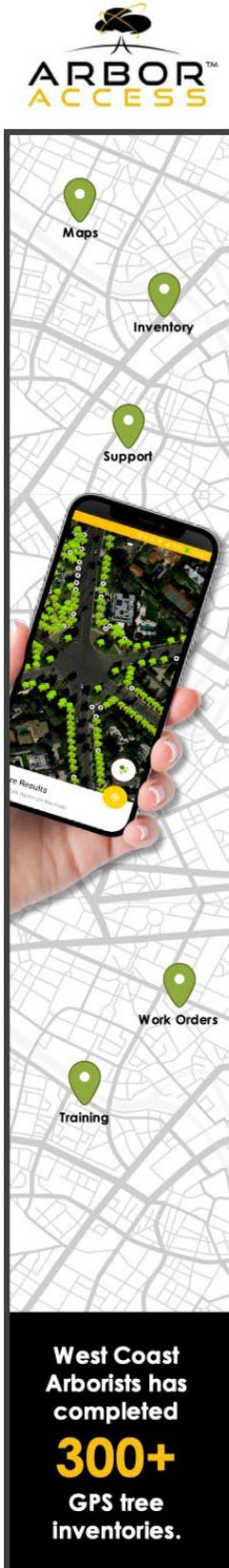
This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington
Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification
17432

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

TECHNOLOGY & INFORMATION MANAGEMENT



ArborAccess

WCA will provide and operate ArborAccess, its web-based computerized tree inventory and asset management system, **at no cost to the City**, in full compliance with RFP requirements, and which directly satisfies the City's requirements for:

- Tree inventory management
- Work order tracking
- Real-time reporting
- Historical maintenance records

Benefits to the City:

- Full visibility into all work performed
- Reduced administrative workload
- Real-time contract performance tracking
- Transparent and defensible reporting

ArborAccess Features

Create work orders
View tree site details
View work history
View invoices
Mobile app
Live data
GIS/GPS mapping
Recycling reports

Inventory Methodology and Professional Standards

The inventory update will be carried out using a limited visual inspection method following: ANSI A300 Tree Care Standards, ANSI Z133 Safety Standards, International Society of Arboriculture (ISA) tree inventory best management practices, and industry-recognized municipal tree inventory protocols. Each tree and vacant planting site will be updated to ensure full compatibility with the City's GIS base layers, including streets, parcels, addresses, rights-of-way, and hardscape datasets, as required by the RFP.

Inventory Staffing, Quality Control, and Data Integrity

Tree inventory work will be completed by WCA's dedicated tree inventory and plant health care staff, drawing from **a pool of 20+ trained and certified personnel, including: ISA Certified Arborists, TRAQ-qualified arborists, Board Certified Master Arborists (BCMA), Wildlife-trained personnel, Qualified Applicator License (QAL) holders**, and various additional industry certifications and licenses. An experienced Inventory Supervisor will oversee data collection and perform ongoing quality assurance and quality control (QA/QC) to ensure accuracy, consistency, and compliance with City and RFP standards. Inventory data will be updated in real time in the field, enabling real-time tracking of changes and ensuring the City always has access to the latest information.

WCA's Telematics Program

WCA utilizes an advanced telematics program integrated across its fleet and operations to enhance efficiency, accountability, safety, and service delivery for the City.

WCA's telematics system provides **real-time visibility into field operations**, allowing management to monitor vehicle location, crew activity, routing efficiency, and equipment utilization throughout the workday. This level of oversight ensures that operations are performed efficiently and in alignment with City priorities.

Operational Efficiency and Routing

Telematics data is used to optimize daily routing and crew deployment, reducing travel time between job sites and improving productivity. By analyzing route patterns and field activity, WCA can:

- Minimize non-productive travel time
- Improve scheduling accuracy and adherence
- Increase the number of work orders completed per day
- Reduce fuel consumption and operating costs

This results in more efficient service delivery and better overall value to the City.

Safety Enhancement

Telematics technology also supports WCA's safety program by monitoring driver behavior and vehicle operation.

- Tracking of driving patterns such as speed, braking, and idling
- Identification of unsafe driving behaviors
- Reinforcement of safe driving practices through training and coaching

This proactive approach helps reduce accidents, improve driver safety, and minimize risk to the public.

Fleet Management and Maintenance Support

Telematics data is integrated into WCA's fleet management program to support preventative maintenance and equipment reliability.

- Monitoring of engine hours, usage, and performance
- Scheduling of maintenance based on actual equipment utilization
- Early identification of potential mechanical issues

This ensures that equipment remains in optimal condition and reduces the likelihood of unexpected breakdowns.

WCA's IT Staff

WCA's technology platforms are supported by a dedicated **in-house IT and GIS team of over 10 full-time professionals** with expertise in enterprise systems, GIS integration, mobile applications, and data security. Team credentials include Microsoft Certified Professionals, GIS specialists, FAA-certified remote pilots, and telematics installers, ensuring ArborAccess and related systems are continuously maintained, improved, and fully compatible with municipal GIS environments. This internal expertise enables WCA to deliver responsive technical support, maintain data integrity, and foster ongoing innovation throughout the contract lifecycle.

Data Collected for Each Tree and Vacant Site

WCA will build on the City's existing inventory database. All current data points will be reviewed and updated as needed, and new records will be added for trees and vacant sites not yet included. The inventory will, at a minimum, include all required RFP fields and any additional attributes mutually agreed upon with the City. The final set of inventory fields will be determined during a pre-start scope refinement meeting to ensure they align with the City's reporting needs, management objectives, and long-term urban forest planning goals.

Mobile Application with Detailed Tree Site Characteristics

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.

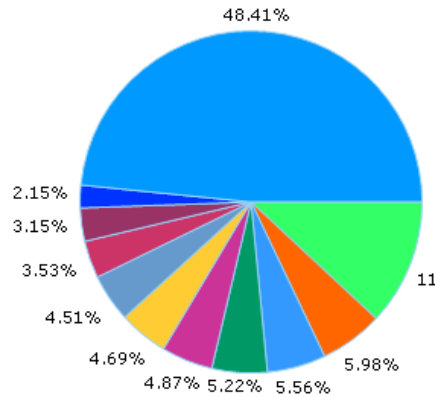


Tree Maintenance Records

Accurate maintenance records for each location oftentimes can assist the City with liability claims. Maintaining a detailed history of work performed at each location demonstrates good faith in preserving each location's urban forest. It is imperative that work requests be pulled from the system before work is performed.

Sample: Species Frequency Report

The Species Frequency report can assist the City in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, a deadly disease, or even in estimating future maintenance costs. In addition, an analysis can be conducted to evaluate the performance history of a particular species within your Agency.



Top 10 Species	
11.94%	MEXICAN FAN PALM
5.98%	LONDON PLANE
5.56%	JACARANDA
5.22%	SOUTHERN MAGNOLIA
4.87%	INDIAN LAUREL FIG
4.69%	CANARY ISLAND PINE
4.51%	CANARY ISLAND DATE PALM
3.53%	CHINESE ELM
3.15%	RAYWOOD ASH
2.15%	VICTORIAN BOX
48.41%	OTHER

Detailed Reporting Options

Inventory	Work History	District Frequency
View Invoices	Work Type by District/Zone	Species Frequency (sample above)
Job Balances	DBH Frequency	All Trees at an Address
Recycling	Height Frequency	Estimated Tree Value



WCA helps agencies understand and manage their canopy by sharing inventories, insight, and data.

WILDLIFE, GREEN WASTE & COMMUNITY

Wildlife Protection

We have a full-time **Biologist, Ms. Lissette Rios**, on staff whose responsibilities include writing reports, pre-work bird assessments, and training crews on current bird nesting laws as well as BMPs for tree maintenance. The protection of birds, especially during nesting season, is critical to providing responsible tree maintenance and her experience, training and skilled eye have proven to be a great asset to our team. Our safety and training department has committed to working with wildlife preservation associations and played a key role in the establishment of the Tree Care for Birds and Other Wildlife BMP that is used in the tree care industry.



Recycling

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program. With the steadily increasing concern for the ecological health of our communities, WCA has embarked on a landfill diversion process in which all material is taken to recycling facilities for use in the production of soil amendments. We are committed to taking all recyclable materials removed from trees trimmed during this project to a recycling center for processing. Verification of amounts recycled will be obtained and reported by WCA via ArborAccess to meet the State's goals for reducing landfill use.

MULCH is made from coarse-ground branches and leaves. It should be spread on the ground at a rate of six to twelve inches for the best effect. Fresh mulch will deplete nitrogen at the soil surface, reducing weed growth. Once the mulch has decomposed, it returns nitrogen to the soil, which helps improve soil quality for plants. WCA processes a large amount of tree debris and uses it in large-scale mulching projects to establish native plants in open space areas.

COMPOST is made from fine-ground branches, leaves, or other organic material. When mixed with oxygen and water, the organic material will decay or "compost." Finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the soil's water-holding capacity. You can make compost at home in a pile in your yard or in a bin that you make or purchase. Large-scale composting is done at regional recycling facilities.

FIREWOOD is traditionally the most common use of large branches and logs. Firewood is used to heat homes during the winter months. WCA takes the logs to our yard, where they are then chopped into usable firewood.

Arbor Day Advocates & Community Involvement

WCA participates in over 100 Arbor Days, Earth Days, and other community events annually by providing educational presentations, tree plantings, and sponsorships. As a community partner, we understand the importance of teaching youth about the benefits of trees not only to better our environment but to ensure our urban forests are maintained for years to come.



Partnering with the City of Tracy to support urban forestry initiatives during its Arbor Day celebration.

Community Partnerships

WCA has partnered with **Invest From the Ground Up** and the **Western Chapter International Society of Arboriculture** to plant trees across California under their newest initiative – **Cool Parks**. With a generous grant from CAL FIRE, the Cool Parks team is working alongside partner cities and nonprofits to **bring 2,500 trees to California's disadvantaged and low-income communities**, organize a CA Tree Team workshop, and engage residents to learn and care about the trees in their city.

Prior to the “**Cool Parks**” campaign, WCA participated in the CIRCLE (California Initiative to Reduce Carbon and Limit Emissions) campaign since its launch in October of 2016. Each round of tree planting events has provided thousands of trees to communities across California. The trees planted have the potential to sequester millions of pounds of CO₂.

These events are valuable to California communities by generating thousands of volunteers, improving air quality, and educating the local community about proper tree planting techniques. Together, we can grow the urban forest for a more sustainable future.



FYE 2027 TREE MAINTENANCE ON CALL CONTRACT**CITY OF SEASIDE****PART II: PROPOSAL****BID SCHEDULE**

Item No.	Description	Approx. Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization and Demobilization	1	LS	\$0.00	\$0.00
2	Storm Water Compliance	1	LS	\$0.00	\$0.00
3	Traffic Control	1	LS	\$0.00	\$0.00
4	On-Staff International Society of Arboriculture Board Certified Master Arborist with Tree Risk Assessment Qualification	100	HR	\$150.00	\$15,000.00
5	On-Staff, On-Site NCCCO Certified Crane Operator	100	HR	\$125.00	\$12,500.00
6	On-Staff On-Site International Society of Arboriculture Certified Arborist Foreman, Crew Leader or Leadworker	1,500	HR	\$115.00	\$172,500.00
7	On-Staff On-Site I.S.A. Certified Tree Worker Climbing Specialist	100	HR	\$125.00	\$12,500.00
8	Tree Climber Trimmer	100	HR	\$125.00	\$12,500.00
9	Tree Maintenance Worker	6,000	HR	\$40.00	\$240,000.00
10	Laborer	100	HR	\$125.00	\$12,500.00
11	Emergency Services—After Hours, Weekends, or Holidays Hourly Rate Per Man	100	HR	\$125.00	\$12,500.00
12	DPR Licensed Pest Control Applicator	100	HR	\$85.00	\$8,500.00
13	Online database for work records and invoices	100	HR	\$0.00	\$0.00
14	5 Yard or larger Brush/Chipper Truck	100	HR	\$40.00	\$4,000.00
15	55 ft. or larger insulated Aerial Lift Truck for Tree Work	100	HR	\$40.00	\$4,000.00
16	95-100 ft. Aerial Lift Truck	100	HR	\$25.00	\$2,500.00
17	5 Yard or larger Dump Truck	100	HR	\$40.00	\$4,000.00
18	Skip Loader or Backhoe Loader	100	HR	\$40.00	\$4,000.00
19	Truck w/Roll Off Dump Box—10 to 40 Yard Capacity	100	HR	\$40.00	\$4,000.00
20	Disc Chipper Equivalent to 1800 Vermeer	100	HR	\$40.00	\$4,000.00
21	Disc Chipper Equivalent to BC-1000 Vermeer	100	HR	\$40.00	\$4,000.00
22	100+ ft. Crane, 15 Metric Ton Capacity with Bucket Option	100	HR	\$125.00	\$12,500.00

23	45 ft Crane, 6 Metric Ton Capacity	100	HR	\$40.00	\$4,000.00
24	Large, Medium, and Small Stump Grinder	100	HR	\$40.00	\$4,000.00
25	Irrigation Water Truck, 300 Gal. Minimum	100	HR	\$25.00	\$2,500.00

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items 1 through 25).

BID ITEM DESCRIPTIONS

This section covers details of individual items of the Bid Schedule to ensure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

1. Mobilization and Demobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the contract documents, project meetings, coordination and all related administrative costs for this Project. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, 4) Quality Control Plan, 5) all submittals and shop drawings, 6) electrician certifications, 7) subcontractor's Certificate of Good Faith Effort to hire local, and 8) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

2. Storm Water Compliance

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the requirements under "Environmental/Pollution Prevention Requirements" of these Specifications and as directed by the Engineer. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

3. Traffic Control

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to maintain pedestrian and/or vehicular traffic for public use during performance of the work, including all related construction area sign placement and maintenance. This work also includes the preparation, submittal and implementation of the traffic control plan(s), establishing traffic detour(s), traffic control device placement and maintenance, flagging, barriers, temporary drainage facilities, temporary access, temporary asphalt tapers, protection of adjacent existing improvements from damage or staining, removal of the detour(s) upon direction of the Engineer, and restoration of all areas affected by construction, maintenance, use, and removal of the detour in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer.

DECLARATION OF BIDDER

Only an individual who is authorized to bind the bidding firm contractually shall sign this Declaration of Bidder. The signature must indicate the title or position the individual holds in the firm and be submitted with an original signature. **FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.**

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : 366764, Class: C27, C31, C49, C61/D49, Expiration date: 12/31/2026.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: 1000000956. Exp. 06/30/2029

Name of Firm: West Coast Arborists, Inc.

Address: 2200 E. Via Burton, Anaheim, CA 92806

Telephone: (714) 991-1900

Email: vgonzalez@wcainc.com

Indicate your organization type (sole proprietorship, partnership, corporation, LLC):

Corporation

I, the official named below, certify that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed herein.

I further certify that, ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT and this bid is a firm offer for a 90-day period.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 19th day of August, 2026, in Orange County, California.



Authorized Signatory

Patrick Mahoney, President

Printed Name and Title

Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with the Project Documents. Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

CONTACT INFORMATION

Company Name: West Coast Arborists, Inc.

Contact Person: Victor Gonzalez, Vice President

Phone: (714) 991-1900 Email: vgonzalez@wcainc.com

PART A: GENERAL INFORMATION

1. Does Bidder possess a valid and current California Contractor's license for the work proposed? Yes X No
2. Does Bidder have a minimum of \$2,000,000 liability insurance coverage? Yes X No
3. Has Bidder's License been revoked at any time in the last five years? Yes No X
4. Has Bidder been "default terminated" by an Owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes No X
5. Has Bidder been convicted more than twice for failure to pay prevailing wages in the last three years? Yes No X

Bidder may be disqualified if any answer to questions 1, or 2, is No.

Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.

PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS

SAFETY

1. Has Cal/OHSA, Federal OSHA, the EPA or any Air Quality Management Owner cited Bidder in the past five years?
Yes No X If yes, attach description of each citation.
2. How often does Bidder require documented safety meetings be held for:
Field Supervisor Weekly X Bi-Weekly Monthly Less Than Monthly
Employees Weekly X Bi-Weekly Monthly Less Than Monthly
New Hires Weekly X Bi-Weekly Monthly Less Than Monthly
Subcontractors Weekly X Bi-Weekly Monthly Less Than Monthly
3. How often does Bidder conduct documented safety inspections?
Quarterly Semi-annually Annually Other X - Daily
3. Does Bidder have home office safety representatives who visit/audit the job site?
Quarterly Semi-annually Annually Other X - Daily
5. What is Bidder's Interstate Experience Modification Rate? 99%. (A rating in excess of 1 may constitute grounds for disqualification as non-responsible).

PREVAILING WAGE PROVISIONS

6. Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor

code provision? If yes, attach description of each occurrence.

Yes _____ No X

LICENSE PROVISIONS

7. Has Bidder changed names or license numbers in the past 5 years? If so, please state reason for change.

Yes _____ No X Reason: _____

DISPUTES

8. Has Bidder had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past 5 years? The Bidder may attach description of each instance including details of total claim amount, settlement amount, and Owner's name and phone number.

Yes _____ No X

If yes, please describe the circumstances below:

BONDING

9. Bonding Capacity – Provide documentation from Bidder's surety identifying the following:

Name of bonding company/surety: Aon Commerical Risk Solutions

Name of Surety Agent: Rosa Rivas

Surety Agent address: 17875 Von Karman Avenue, Suite 300, Irvine, California 92614

Surety Agent phone number: (919) 608-6348

Is surety a California-admitted surety? Yes X No _____

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes X No _____

List surety's A.M. Best Rating: A+ (Superior)

Not Applicable - See 'Client References'

PART C: EXPERIENCE OF APPURTENANCE / RETROFIT CONTRACTOR CLASS A OR C-12 LICENSURE

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

List three projects of similar size and scope to the Work of the Contract, completed in the past five (5) years, and indicate who were the superintendent, project manager and scheduler. NOTE: this listing will be used to assess compliance with the stated minimum qualifications

Project Name	Construction Cost (\$)	Year Completed	Name of Project Superintendent	Name of Project Manager	Name of Project Scheduler

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: _____

Project Superintendent: _____

Project Scheduler: _____

Recent Projects.

Provide information about three (3) of its most currently completed projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications. If a separate sheet is used, it must contain all of the following information:

1. Project Name: Tree Pruning and Removal Services

Location: 3201 E. Bayshore Road, Palo Alto, CA 94303

Owner: City of Palo Alto

Owner Contact (name and phone): Derek Sproat, (650) 496-6985

Architect/Engineer: N/A

Architect/Engineer Contact (name and phone number): N/A

Const. Mgr. or Project Mgr. (name and phone number): Juan Ortiz, (408) 591-4860

Description of Project, Scope of Work Performed: _____

Maintenance services including pruning, removal, stump grinding, and other maintenance of trees, palms, and other woody plants, along street corridors, and throughout parks, open spaces and facilities within the City of Palo Alto.

Total Construction Cost: \$1,650,000

Total Change Order Amount: \$150,000

Did Change Orders exceed 10% of original contract sum? No If yes, please explain on separate sheet.

Original Scheduled Date of Completion: 2024

Time Extensions Granted (number of Days): 2,555 days

Actual Date of Completion: 06/30/2031

Number of Stop Notices filed by Subcontractors or Suppliers: N/A

2. Project Name: Furnish Tree Maintenance Services

Location: 100 Edes Ct., Morgan Hill, CA 95037

Owner: City of Morgan Hill

Owner Contact (name and phone): Keri Russell, (408) 310-4057

Architect/Engineer: N/A

Architect/Engineer Contact (name and phone number): N/A

Const. Mgr. or Project Mgr. (name and phone number): Juan Ortiz, (408) 591-4860

Description of Project, Scope of Work Performed: _____

Services includes grid pruning, service pruning, tree removals, planting, and emergency response city-wide

Total Construction Cost: \$1,392,728

Total Change Order Amount: \$555,328

Did Change Orders exceed 10% of original contract sum? Annual Contract Increase If yes, please explain on separate sheet.

Original Scheduled Date of Completion: 09/03/2025

Time Extensions Granted (number of Days): 365 days

Actual Date of Completion: 09/30/2026

Number of Stop Notices filed by Subcontractors or Suppliers: N/A

3. Project Name: On-Call Arborists Services

Location: _____

Owner: City of Gilroy

Owner Contact (name and phone): John Greer, (408) 846-0422

Architect/Engineer: N/A

Architect/Engineer Contact (name and phone number): N/A

Const. Mgr. or Project Mgr. (name and phone number): Juan Ortiz, (408) 591-4860

Description of Project, Scope of Work Performed: Services include trimming, thinning, pruning, removal, stump removal, replanting, crown thinning, raising, cleaning, and reduction, and assessing and treating for infestation or disease.

Total Construction Cost: \$650,000

Total Change Order Amount: \$0.00

Did Change Orders exceed 10% of original contract sum? No If yes, please explain on separate sheet.

Original Scheduled Date of Completion: 12/31/2028

Time Extensions Granted (number of Days): 0

Actual Date of Completion: 12/31/2028

Number of Stop Notices filed by Subcontractors or Suppliers: N/A

SUBCONTRACTORS LIST

In compliance with the provisions of Section 4100 & 4109 of the Public Contract Code of the State of California and any amendments thereto, the Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Bidder's Total Bid Price, and shall also list the portion of the work which will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Full Name of Subcontractor and Address of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.	Public Works Contractor Registration NO.	Value of Work (\$)
No subcontractors to be	used.			

(Bidder to attach additional sheets if necessary)

NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of West Coast Arborists, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 19th day of August, 2026 in Anaheim [city], Orange County, California.



Signature

Patrick Mahoney, President

Printed Name and Title

DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 19th day of August, 20 26 in Anaheim [city], Orange County, California.



Signature

Patrick Mahoney, President

Printed Name and Title

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 6 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects. Contractor warrants that it is currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5. Contractor further warrants that any subcontractors who are subject to Public Contract code section 4104, are registered and qualified to perform public work consistent with Labor Code section 1725.5. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Bidder shall maintain a current DIR registration for the duration of the project.

5. CERTIFICATION OF NOTICE OF COMPLIANCE MONITORING

By my signature hereunder, as the Contractor, I certify that I am aware of Section 1771.4 of the California Labor Code and that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

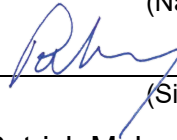
BIDDER:

West Coast Arborists, Inc.

(Name of Bidder)

Date: 08/19/2026

By: _____



(Signature)

Name: _____

Patrick Mahoney

(Print Name)

Its: _____

President

(Title)

BID BOND
(To be Submitted with Bid)

KNOW ALL MEN BY THESE PRESENTS that the undersigned, West Coast Arborists, Inc., as Principal, and Arch Insurance Company, as Surety, a corporation organized and existing under and by virtue of the laws of the State of Missouri and authorized to do business as a surety in the State of California, are held and firmly bound unto the City of Seaside ("the Obligee") in the sum of Ten Percent (10%) of the Basis of Award (\$100,000) in lawful money of the United States, for the payment of which sum well and truly be made, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as:
FYE 2027 Tree Maintenance On-Call Contract.

NOW THEREFORE, if the bid or proposal submitted by the Principal is accepted and the Principal is awarded the Contract, and the Principal, within the period specified therefore or if no period be specified, within fifteen (15) days after the prescribed forms are presented to the Principal for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect; otherwise to remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within fifteen (15) days of the City's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 19th day of August, 2026 by their duly authorized agents or representatives.

West Coast Arborists, Inc.	
<u>(Bidder/Principal Name)</u>	
By:	<u>(Signature)</u>
	Patrick Mahoney
	<u>(Typed or Printed Name)</u>
Title:	President

Arch Insurance Company	
<u>(Surety Name)</u>	
By:	<u>(Signature of Attorney-In-Fact for Surety)</u>
	Rosa E. Rivas
	<u>(Typed or Printed Name of Attorney-In-Fact)</u>

Contact name, address, telephone number and email address for notices to the Surety	
Rebecca Thomas	
<u>(Contact Name)</u>	
550 South Hope Street, Suite 2600	
<u>(Street Address)</u>	
Los Angeles CA 90017	
<u>(City, State & Zip Code)</u>	
(213) 224-6442	()
Telephone	Fax
rthomas@archinsurance.com	
<u>(Email address)</u>	

ALL SIGNATURES MUST BE NOTARIZED. POWER OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 Orange)On 08/19/2026 before me, Sabrina Tosti, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Patrick Mahoney
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Bid BondDocument Date: 08/19/2026 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Patrick Mahoney☒ Corporate Officer — Title(s): President☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 Orange

On 08/19/2026 before me, Tracy Aston, Notary Public, personally appeared Rosa E. Rivas 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 _____

Tracy Aston
Signature of Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brenda Wong, Kathleen K. Freund, Mary L. Yohnke, Meghan Curry, Rosa E. Rivas, Samantha Russell and Tracy Aston of Los Angeles, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

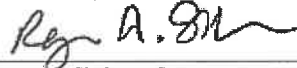
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In **Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **15th** day of **December, 2025**.

Attested and Certified


Regan A. Shulman, Secretary

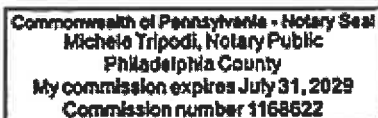
STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS



Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

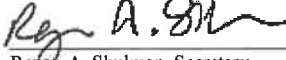



Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated December 15, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 19th day of August 2026


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**



ADDENDUM No. 1
For the
FY 2027 TREE MAINTENANCE ON CALL CONTRACT
August 20, 2026

Addendum No. 1 is being issued for clarifications and revisions to the contract documents for the FY 2027 Tree Maintenance On Call Contract.

The clarifications and revisions declared in this addendum are an essential element to the contract documents. The contract documents to be executed will contain a copy of this addendum. This Addendum shall supersede the original Contract Documents, and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein.

CLARIFICATIONS

1. **Questions:** Does PART C: EXPERIENCE OF APPURTENANCE / RETROFIT CONTRACTOR CLASS A OR C-12 LICENSURE need to be completed since the contract does not require these licenses? Only requires Class C-61/D-49 Contractor's license.
Answer: No, PART C: EXPERIENCE OF APPURTENANCE / RETROFIT CONTRACTOR CLASS A OR C-12 LICENSURE does not need to be completed.
2. **Questions:** Considering this is a tree maintenance project, shouldn't the new C-49 contractor's license be required given that the C61/D49 is not outdated?
Answer: Yes, the new C-49 contractor's license is required.
3. **Questions:** What will be the main determining factors that the City will consider when deciding to award 1, 2, or 3 contractors?
Answer: The main determining factor when deciding to award the contract is the lowest responsive responsible bidder as defined in Part II, Basis of Award.
4. **Questions:** Will the City consider the proximity of a bidder's facility to the city in the evaluation of this bid? Especially in terms of emergency response time.
Answer: Yes, proximity to the City is considered in evaluation of this bid. The contractor shall respond to emergency calls withing an hour window and have equipment on the scene within two hours.
5. **Questions:** How will the City evaluate a responsible bidder? Specifically, what statistics will be used? Number of employees? ISA Certifications? Equipment available? Experience with similar size projects?
Answer: The City will evaluate all parts of the bid.
6. **Questions:** Will the City consider whether a bidder is signatory to a labor union?
Answer: Yes, all bids are acceptable.

7. **Questions:** Will the City consider requiring the C-31 license for traffic control given that most of this work will take place on the public right of way?
Answer: Yes, a C-31 contractor specializes in setting up and removing temporary traffic control for construction zones. All vendors are required to handle their own traffic control.
8. **Questions:** Does the City have a GPS tree inventory? If so, will an update be required upon the start of the contract?
Answer: No, the City does not have a GPS tree inventory.
9. **Questions:** Will the City require a mobile application for the urban forest management platform?
Answer: No, the City does not require a mobile application for the urban forest management platform.
10. **Questions:** For tree removals and tree planting, will the City mark the sites for Underground Service Alert?
Answer: No, the contractor will mark sites for Underground Service Alerts.
11. **Questions:** Are gas-powered blowers allowed in the City?
Answer: As of now, there is no gas blower restriction in place.
12. **Questions:** Will tree planting be part of this project? If yes, how will this be charged?
Answer: No, tree planting will not be a part of this project.
13. **Questions:** How much time will the City allow between Service Request Tree Pruning assignments and their completion?
Answer: The time limits for assignment and completion of projects will vary depending on the specific assignments.
14. **Questions:** Will there be a site provided for parking of vehicles & equipment and/or staging of materials?
Answer: No, there will be no site provided for parking of vehicles, equipment, and/or staging of materials.
15. **Questions:** Which firm had the most previous contract for tree maintenance?
Answer: There were no firms that had a previous contract for tree maintenance.
16. **Questions:** Can the bidders obtain copy of the most previous Agreement including price schedule?
Answer: No, there is no previous Agreement to provide.
17. **Questions:** Does the City perform Grid Pruning, Pruning by Species, or by service request?
Answer: The City performs pruning by service request.
18. **Questions:** Is the Contractor required to collect a new inventory as part of this contract?

Answer: No, the contractor is not required to collect a new inventory as part of this contract.

19. **Questions:** Will Park trees be included in this contract?

Answer: Yes, Park trees will be included in this contract.

20. **Questions:** Are bidders allowed to include pricing for additional services that are not listed in the RFP?

Answer: No, bidders are not allowed to include pricing for additional services not listed in the RFP.

21. **Questions:** What are the annual averages for trees pruned, trees removed, emergency responses, Arborist reports, and plant health care being used over the last 3 years?

Answer: This data does not exist.

22. **Questions:** Can the City provide a size breakdown by DBH of the trees in the City?

Answer: This data does not exist.

23. **Questions:** What is anticipated budget? If there is no anticipated budget, what were the expenditures for the last calendar/fiscal year?

Answer: The anticipated budget is \$100,000.

24. **Questions:** How is work scheduled throughout the year?

Answer: Work is not scheduled throughout the year; work will be on an on-call basis.

25. **Questions:** Can the City provide examples of recently performed pruning that is done to your satisfaction?

Answer: The trees along Broadway Ave. are the most recent examples of pruning done to our satisfaction.

26. **Questions:** Can contractors trim or remove any tree they deem necessary?

Answer: If a contractor determines that a tree requires removal and/or trimming, approval must be obtained by phone from the Public Works Superintendent and/or Field Supervisor prior to any work taking place.

27. **Questions:** Is the City interested in keeping some of the clean chips generated from this work to satisfy SB1383?

Answer: The City does not need to keep clean chips from this work to satisfy SB 1383.

28. **Questions:** Is there a current or incumbent contractor performing these services? If so, please provide the name of the incumbent contractor and how long they have held the contract. If there is no incumbent, please confirm whether this is the first time these services have been advertised or contracted

Answer: There is no current or incumbent contractor performing these services. This is the first time these services have been advertised.

29. **Questions:** Does the City intend to award this contract to a single contractor, or may the contract be awarded to multiple contractors? If multiple contractors may be awarded, please clarify whether the anticipated \$100,000 contract value would be shared among the awarded contractors and how work would be assigned or distributed.

Answer: The City reserves that right to award multiple contracts.

30. **Questions:** Bid Bond: Please clarify the required bid bond amount. Should the bid bond be based on the full anticipated contract value of \$100,000

Answer: Yes, the bid bond is to be based on the fully anticipated contract value of \$100,000.

31. **Questions:** Bid Sheet – Line Items 6 and 9: Please confirm whether the approximate quantities of hours listed for Line Items 6 and 9 are accurate and are the quantities bidders should use when calculating and submitting their bid pricing.

Answer: This information is not available.

32. **Questions:** Traffic Control and Storm Water Compliance: Without specific work locations or defined scopes of work, please clarify how bidders are expected to accurately determine and provide a Lump Sum price for Traffic Control and Storm Water Compliance.

Answer: Lump Sum price to be based on typical tree removal on a City Street with one-lane closure.

33. **Questions:** Bid Sheet / \$100,000 Contract Value: Based on the approximate quantities provided on the Bid Sheet and applying unit pricing to those quantities, the resulting Grand Total Bid appears likely to significantly exceed the stated \$100,000 contract value. Please clarify whether the quantities are provided for bid evaluation purposes only and actual work will be assigned on an as-needed basis based on priority,

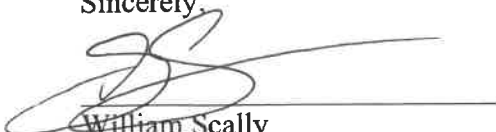
Answer: That is correct, Grand Total Bid will likely exceed \$100,000 contract value.

REVISIONS

1. **REMOVE** and **REPLACE** the PART II: with the attached Revised Addendum #1 Part II.

If you are a bidder, you must acknowledge receiving this Addendum via Planetbids, the City's e-procurement portal <https://vendors.planetbids.com/portal/73033/portal-home>. Submit bids for this work with the understanding and full compensation of this addendum. If there are any questions regarding this addendum, please contact (831) 899 – 6835 or by email to pwinfo@ci.seaside.ca.us

Sincerely,



William Scally
Public Works Superintendent

FYE 2027 TREE MAINTENANCE ON CALL CONTRACT

CITY OF SEASIDE

PART II: PROPOSALBID SCHEDULE

Item No.	Description	Approx. Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization and Demobilization	1	LS		
2	Storm Water Compliance	1	LS		
3	Traffic Control	1	LS		
4	On-Staff International Society of Arboriculture Certified Arborist with Tree Risk Assessment Qualification	100	HR		
5	On-Staff, On-Site NCCCO Certified Crane Operator	100	HR		
6	On-Staff On-Site International Society of Arboriculture Certified Arborist Foreman, Crew Leader or Leadworker	1,500	HR		
7	On-Staff On-Site I.S.A. Certified Tree Worker Climbing Specialist	100	HR		
8	Tree Climber Trimmer	100	HR		
9	Tree Maintenance Worker	6,000	HR		
10	Laborer	100	HR		
11	Emergency Services—After Hours, Weekends, or Holidays Hourly Rate Per Man	100	HR		
12	DPR Licensed Pest Control Applicator	100	HR		
13	Online database for work records and invoices	100	HR		
14	5 Yard or larger Brush/Chipper Truck	100	HR		
15	55 ft. or larger insulated Aerial Lift Truck for Tree Work	100	HR		
16	95-100 ft. Aerial Lift Truck	100	HR		
17	5 Yard or larger Dump Truck	100	HR		
18	Skip Loader or Backhoe Loader	100	HR		
19	Truck w/Roll Off Dump Box—10 to 40 Yard Capacity	100	HR		
20	Disc Chipper Equivalent to 1800 Vermeer	100	HR		
21	Disc Chipper Equivalent to BC-1000 Vermeer	100	HR		
22	100+ ft. Crane, 15 Metric Ton Capacity with Bucket Option	100	HR		

23	45 ft Crane, 6 Metric Ton Capacity	100	HR		
24	Large, Medium, and Small Stump Grinder	100	HR		
25	Irrigation Water Truck, 300 Gal. Minimum	100	HR		

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items 1 through 25).

BID ITEM DESCRIPTIONS

This section covers details of individual items of the Bid Schedule to ensure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

1. Mobilization and Demobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the contract documents, project meetings, coordination and all related administrative costs for this Project. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, 4) Quality Control Plan, 5) all submittals and shop drawings, 6) electrician certifications, 7) subcontractor's Certificate of Good Faith Effort to hire local, and 8) fringe benefit summary statement. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

2. Storm Water Compliance

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment and incidentals necessary for the implementation of the requirements under "Environmental/Pollution Prevention Requirements" of these Specifications and as directed by the Engineer. This work also includes compliance with all applicable rules, regulations, ordinances and statutes. Also included is providing and installing BMPs, proper maintenance and inspection of all BMPs installed for the project, removal of BMPs, and clean up and proper disposal of any environmental pollutants due to construction related activities.

3. Traffic Control

Measurement and payment for this item shall be on a lump sum (LS) basis. The work shall include, but not be limited to, the furnishing of all labor, materials, tools, equipment, and incidentals necessary to maintain pedestrian and/or vehicular traffic for public use during performance of the work, including all related construction area sign placement and maintenance. This work also includes the preparation, submittal and implementation of the traffic control plan(s), establishing traffic detour(s), traffic control device placement and maintenance, flagging, barriers, temporary drainage facilities, temporary access, temporary asphalt tapers, protection of adjacent existing improvements from damage or staining, removal of the detour(s) upon direction of the Engineer, and restoration of all areas affected by construction, maintenance, use, and removal of the detour in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Engineer.

4. On-Staff International Society of Arboriculture Certified Arborist with International Society of Arboriculture Tree Risk Assessment Qualification

Must be qualified and competent to perform tree health diagnosis, report writing, document review, etc. This work may not be subcontracted.

5. On-Staff On-Site NCCCO Certified Crane Operator

National Commission for the Certification of Crane Operators Certified Crane Operator. Must be on-site while crane work is performed. This work may not be subcontracted.

6. On-Staff On-site International Society of Arboriculture Certified Arborist Foreman, Crew Leader or Leadworker

Onsite working job supervisor with proof of status as an I.S.A. Certified Arborist. Must be on-site while all work is performed. This work may not be subcontracted.

7. On Staff On-Site I.S.A. Certified Tree Worker Climbing Specialist

International Society of Arboriculture Certified Tree Worker trained and tested to climb and work in trees. An I.S.A. Tree Worker Climber Specialists must have the skill and endurance to climb trees, demonstrate high regard for safety, and be able to perform tree work off the ground. Tested in both a classroom setting and a field setting, candidates must have training in aerial rescue, CPR, and First Aid-- Must be on-site while work all is performed. This work may not be subcontracted.

8. Tree Climber Trimmer

Personnel qualified and competent to inspect, climb, prune, rig, and remove trees, and work from an aerial lift.

9. Tree Maintenance Worker

Personnel qualified and competent to perform tree maintenance duties from the ground and support the Tree Climber Trimmer.

10. Laborer

Personnel qualified and competent to perform basic work duties in support of tree maintenance efforts

11. Emergency Services--After Hours, Weekends, or Holidays—Hourly Rate Per Man

Dedicated qualified competent personnel must be available for after-hours emergency work calls on weekdays, weekends, and holidays. Contractor must respond and be on-site with necessary personnel and equipment within 2 hours of notification by the City of emergency work

12. DPR Licensed Pest Control Applicator

California Department of Pesticide Regulation Pest Control Applicators identify invading pests and invasive plants and apply chemicals or other methods to prevent, control, eliminate pest problems.

13. Online Database for work records and invoices

Database must store all invoices and work records in the format outlined in Part IV Special Provisions. Records and invoices must be searchable and access shall be provided to any City staff deemed necessary by the Urban Forester. Records and invoices shall remain the property of the City of Monterey after the termination or expiration of the contract.

14. 5 Yard or larger Brush/Chipper Truck

Chipper dump trucks with at least 5 cubic yard capacity box and capable of towing a brush chipper.

15. 55 ft. or larger insulated Aerial Lift Trucks for Tree Work

Truck mounted aerial man lift device designed and engineered for tree work capable of reaching 55 feet above ground.

16. 95-100 ft. Aerial Lift Truck

Truck mounted aerial man lift devices designed and engineered for tree work capable of reaching 95-100 feet above ground.

17. 5 Yard or larger Dump Truck

Dump truck with at least 5 cubic yard capacity bed.

18. Skip Loader or Backhoe Loader

Front loader, backhoe loader, bobcat type loader capable of lifting at least 2000 lbs.

19. Truck w/Roll Off Dump Box—10 to 40 Yard Capacity

10 to 40 Yard capacity dump box to be transported by transport truck vehicle

20. Disc Chipper Equivalent to 1800 Vermeer

Large capacity brush chippers equivalent in power and capability to Vermeer Co. 1800

21. Disc Chipper Equivalent to BC-1000 Vermeer

Medium capacity brush chippers equivalent in power and capability to Vermeer Co. BC-1000

22. 100+ ft. Crane, 15 Metric Ton Capacity with Bucket Option

Medium capacity crane with 100-foot reach to be operated by a NCCCO Certified Operator.

23. 45 ft Crane, 6 Metric Ton Capacity

Medium capacity crane with 45-foot reach to be operated by a NCCCO Operator

24. Large, Medium, and Small Stump Grinders

Stump grinders/cutters with capabilities to grind and remove large, medium, and small tree stumps and root masses

25. Irrigation Water Truck, 300 Gal. Minimum

Truck mounted tank with 300-gallon minimum capacity for watering trees and landscape plants

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

LUMP SUM PRICE BREAKDOWN

Immediately after award of the contract, the contractor shall submit a cost breakdown list to the Engineer for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

BID CLARIFICATION

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsive responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract. For responsible bidder as it pertains to this contract, see Part I, Responsible Bidder.

Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension.

The amount of work to be requested during the twelve-month contract period cannot be well defined at the outset. The bidder agrees to do the work on a Work Order basis in such increments and at such times and locations as will be defined in written requirements to be issued by the City as the need arises. The bidder agrees that the offer to do the work at the unit prices submitted with the bid schedule remains in effect for all written work requirements as herein described and issued by the City during the twelve-month period beginning with the fully executed contract date or until the exhaustion of the annual funding limit, whichever occurs first. No minimum annual dollar value of work is guaranteed by the City.

The intent of this contract is to provide the City with a readily available work force for repairs to existing facilities and emergency repairs of any value up to the Contract limit, and for new construction on City projects of any value as the City deems appropriate. This contract does not give the Contractor exclusive rights to perform all work done by the City; certain projects will be sent for bid proposal throughout the term of the contract which may include this type of work.

Bids may be withdrawn through the City's e-Procurement Portal, the responding firm may "unsubmit" their proposal in PlanetBids. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals prior to the bid opening. Bids may not be withdrawn for the time period specified in BID VALIDITY of Part I.

The Noncollusion Declaration and all other required forms listed on the City's e-Procurement Portal shall be executed and submitted with the bid.

CONTRACT AGREEMENT

THIS AGREEMENT, dated this 17th day of **September, 2026**, by and between **Davey Tree Expert Company** whose place of business is located at **5738 Soquel Drive, Soquel, CA 95073** ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. **2026-xx** adopted on the **17th day of September, 2026** awarded to Contractor the following Contract:

CONTRACT NUMBER 26-XX

**Tree Maintenance Work Order Contract
located at
Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

1. SCOPE OF WORK OF THE CONTRACT

A. Work of the Contract

1. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

B. Price for Completion of the Work

2. Owner shall pay Contractor Contract Sum('s) as defined in individual Work Orders and in accordance with the Specifications. Contract sums shall be based on the bid schedule. The Contract Sum of this contract cannot be well defined at the outset but will not exceed one hundred thousand dollars (\$100,000) over a single calendar year. The contractor is not guaranteed any work, and the contract sum may be zero dollars (\$0.00). The contract sum will be the cumulative amount of any individual On Call Work Orders issued throughout the year under this contract.

2. COMMENCEMENT AND COMPLETION OF WORK

A. Commencement of Work

1. The contract period shall be 1 year commencing on the date of the fully executed contract. Commencement of individual Work Orders shall be in accordance with dates provided on that Work Order
2. No work shall commence on any individual Work Order after the Contract period expires.
3. Owner reserves the right to modify or alter the Commencement Date.

B. Completion of Work

1. Contractor shall achieve Substantial Completion of the entire contract within One year from the Commencement Date
2. Contractor shall achieve Substantial Completion of Individual Work Orders within the periods of time defined on individual Work Orders
3. Contractors shall have thirty (30) Working Days following substantial completion of the later of the contract or completion date of the last Work Order to achieve Final Completion.

3. PROJECT REPRESENTATIVES

A. Owner's Project Manager

1. Owner has designated a Project Manager to act as Owner's Representative in all matters relating

to the Project.

2. City Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
3. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

B. Architect/Engineer

1. City of Seaside furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents for this contract. Individual Work Orders may have Plans and Specification developed by outside consultants and those consultants may have the rights assigned to Architect/Engineer for individual Work Orders under this Contract.

4. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

A. Liquidated Damage Amounts

1. Unless otherwise defined in individual Work Orders, as liquidated damages for delay, the Contractor shall pay the Owner one thousand two hundred dollars (1,200.00) for each Day that expires after the time specified herein in the individual Work Orders for the Contractor to achieve substantial completion of the entire work, until achieved.

B. Scope of Liquidated Damages

1. Measures of liquidated damages shall apply cumulatively.
2. Limitations and stipulations regarding liquidated damages are set forth in Part IV Special Provisions.

5. CONTRACT DOCUMENTS

- A. Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:
Part I - Notice to Contractors
Part II – Proposal
Part III – General Provisions
Part IV – Special Provisions & Technical Specifications
- B. There are no contract documents other than those listed above. The contract documents may only be amended, modified or supplemented as provided by an approved Work Order amendment.

6. MISCELLANEOUS

- A. Terms and abbreviations used in this agreement are defined in the general conditions and references and definitions and will have the meaning indicated therein.
- B. It is understood and agreed that in no instance are the persons signing this agreement for or on behalf of owner or acting as an employee, agent, or representative of owner, liable on this agreement or any of the contract documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of owner is limited and confined to such liability as authorized or imposed by the contract documents or applicable law.
- C. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under section 4 of the clayton act (15 u.s.c. §15) or under the cartwright act (chapter 2 (commencing with §16700) of part 2 of division 7 of the business and professions code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time owner tenders final payment to contractor, without further acknowledgment by the parties.
- D. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by director of the state of California department of industrial relations, are deemed included in the contract documents and on file at

owner's office, and shall be made available to any interested party on request. Pursuant to California labor code §§ 1860 and 1861, in accordance with the provisions of section 3700 of the labor code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of section 3700 of the labor code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and contractor shall comply with such provisions before commencing the performance of the work of the contract documents.

- E. During the term of this agreement, contractor warrants that it is currently registered with the department of industrial relations and qualified to perform public work consistent with labor code section 1725.5. Contractor further warrants that any subcontractors who are subject to public contract code section 4104, are registered and qualified to perform public work consistent with labor code section 1725.5.

- F. This project is subject to compliance monitoring and enforcement by the department of industrial relations.

- G. This agreement and the contract documents shall be deemed to have been entered into in the county of Monterey, state of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the superior court for the county of Monterey.

In witness whereof the parties have executed this agreement in quadruplicate the day and year first above written.

CONTRACTOR: Davey Tree Expert
Company

OWNER: The City of Seaside

By: _____
(Signature)

(Print Name)

By: _____
(Signature)
Greg McDanel,
City Manager

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

Attest:

City Clerk Signature
Dominique Davis

By: _____
(Signature)

(Name)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer

SAMPLE WORK ORDER

WORK ORDER PROCESS

1. Design

- A. All project designs and scopes of work shall be developed by the Owner. Scopes of work will vary from full construction plans and specification, construction details and standard details, written scopes of work and focused drawings with details.
- B. Contractors shall never for any reason develop the scope of work for On Call work that they will carry out.

2. Work Orders

- A. Work orders at a minimum shall include:
 - 1. The contract or legal agreement under which the Work Order is being issued,
 - 2. Date under which the overarching contract signed is issued.
 - 3. A unique identifying project number containing the original contract number a hyphen and the chronological Work Order number in sequence.
 - 4. A location of the work
 - 5. A description of the work
 - 6. Quantities and agreed price for work
 - 7. Work order start and completion dates identifying the boundaries to the Period of Performance
 - 8. Signatures of the Contractor and City by persons with the legal authority to bid that entity.
 - 9. Final Acceptance of work sign off and completion date
- B. In the case of discrepancy or ambiguity in the Contract Documents, or between contract documents and Work Order scopes of work the Work Order shall prevail. However, in no account shall plans specifications or scopes of work included in Work Orders to this agreement ever excuse the contractor from performing work in accordance with the provision of the California building code, laws, ordinances other regulations.
- C. Work orders shall act as a Notice to Proceed for individual projects, and no additional Notice to Proceed will be need.

3. Work Order Value

- A. Work order values shall be based on quantities defined in each individual Work Orders scope of work multiplied by the unit prices provided in the contractors bid for each line item of the Bid Schedule.
 - 1. Where unit prices are given for multiple volumes of the same item, the line-item value encompassing the total Work Order quantity for that item of work shall be used uniformly for all billing related to that item of work. (ie. If a Work Order requires 500 SF of Furnish, Place Compact Class II Aggregate Base (under SW, 4"; thick base bid) [F-4-a: F-4-c], and the following prices are provided:

F-4-a	Quantity: 1	Unit: SF	Unit Cost: \$25.00
F-4-b	Quantity: 101	Unit: SF	Unit Cost: \$15.00
F-4-c	Quantity: 1,001	Unit: SF	Unit Cost: \$ 4.40

 The item value shall be 500SF * \$15.00/SF = \$7,500.00)
 - 2. Where two separate areas of work of a single Work Order have distinct quantities of the same line item, the quantities shall be added together and the unit cost used relating to the total value. (ie. A Work Order repairing two separate sidewalks where one sidewalk requires 500 SF of Class II Aggregate Base and the other sidewalk requires 600 SF of Class II Aggregate Base, the total Class II Aggregate Base are 1,100 SF and the Unit Cost used shall be \$4.40/SF
 - 3. Where specific items of work not include in the Bid Schedule are required for completion of a job, the unit price for the most similar line item shall be used, and or fair market value shall be agreed to by both the City and Contractor. (ie. A single rail galvanized steel guard rail is needed for a project, and Item X-4-a is "Furnish and Install 1 ½"; diameter galvanized steel pipe hand rail free standing \$135/LF. The \$135/LF shall be used for the single rail galvanized steel guard rail.

4. City shall rely on Cal Trans Standard Specifications Division 1 Section 9 for defining payment values for items of work not otherwise covered in the bid schedule. In case of a dispute, the City shall have ultimate authority to define fair market value.

Submission

Bidder Details

Vendor Name	Davey Tree Expert Company
Address	5738 Soquel Dr. Soquel Dr., California 95073 United States
Respondee	Jamie Eisenhauer
Respondee Title	Business Development
Phone	707-484-0439
Email	Jamie.Eisenhauer@davey.com
Vendor Type	
License #	

Submission Detail

Submission Format	Electronic
Submitted	08/28/2026 10:25 AM (PDT)
Delivery Method	
Responsive	
Submission Status	Submitted
Confirmation #	504332

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Tree Maintenance - OnCall_RFP - Pricing Sheet City of Seaside.pdf	Tree Maintenance - OnCall_RFP - Pricing Sheet City of Seaside.pdf	Project Specifications
2. Declaration of Bidder.pdf	2. Declaration of Bidder.pdf	Declaration of Bidder
3. Statement of Qualifications seaside.pdf	3. Statement of Qualifications seaside.pdf	Statement of Qualifications
4. 260114_Subcontractor List.pdf	4. 260114_Subcontractor List.pdf	Subcontractor List
5. Non Collusion.pdf	5. Non Collusion.pdf	Non-Collusion
6. Debarment and Suspension Certification.pdf	6. Debarment and Suspension Certification.pdf	Debarment and Suspension Certification
7. Bidder Certifications.pdf	7. Bidder Certifications.pdf	Bidder Certification
Document_260827_173221.pdf	Document_260827_173221.pdf	Bid Bond

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
General							\$879,300.00		
1	1		Mobilization and Demobilization	LS	1	\$0.00	\$0.00	Yes	
2	2		Storm Water Compliance	LS	1	\$0.00	\$0.00	Yes	
3	3		Traffic Control	LS	1	\$800.00	\$800.00	Yes	
4	4		On-Staff International Society of Arboriculture Board Certified Master Arborist with Tree Risk Assessment Qualification	HR	100	\$140.00	\$14,000.00	Yes	
5	5		On-Staff, On-Site NCCCO Certified Crane Operator	HR	100	\$100.00	\$10,000.00	Yes	
6	6		On-Staff On-Site International Society of Arboriculture Certified Arborist Foreman, Crew Leader or Leadworker	HR	1500	\$90.00	\$135,000.00	Yes	
7	7		On-Staff On-Site I.S.A. Certified Tree Worker Climbing Specialist	HR	100	\$90.00	\$9,000.00	Yes	
8	8		Tree Climber Trimmer	HR	100	\$90.00	\$9,000.00	Yes	
9	9		Tree Maintenance Worker	HR	6000	\$90.00	\$540,000.00	Yes	
10	10		Laborer	HR	100	\$90.00	\$9,000.00	Yes	
11	11		Emergency Services-After Hours, Weekends, or Holidays Hourly Rate Per Man	HR	100	\$135.00	\$13,500.00	Yes	
12	12		DPR Licensed Pest Control Applicator	HR	100	\$90.00	\$9,000.00	Yes	
13	13		Online database for work records and invoices	HR	100	\$0.00	\$0.00	Yes	
14	14		5 Yard or larger Brush/Chipper Truck	HR	100	\$70.00	\$7,000.00	Yes	
15	15		55 ft. or larger insulated Aerial Lift Truck for Tree Work	HR	100	\$70.00	\$7,000.00	Yes	
16	16		95-100 ft. Aerial Lift Truck	HR	100	\$105.00	\$10,500.00	Yes	
17	17		5 Yard or larger Dump Truck	HR	100	\$85.00	\$8,500.00	Yes	
18	18		Skip Loader or Backhoe Loader	HR	100	\$110.00	\$11,000.00	Yes	
19	19		Truck w/Roll Off Dump Box-10 to 40 Yard Capacity	HR	100	\$85.00	\$8,500.00	Yes	
20	20		Disc Chipper Equivalent to 1800 Vermeer	HR	100	\$65.00	\$6,500.00	Yes	
21	21		Disc Chipper Equivalent to BC-1000 Vermeer	HR	100	\$65.00	\$6,500.00	Yes	
22	22		100+ ft. Crane, 15 Metric Ton Capacity with Bucket Option	HR	100	\$250.00	\$25,000.00	Yes	
23	23		45 ft Crane, 6 Metric Ton Capacity	HR	100	\$175.00	\$17,500.00	Yes	
24	24		Large, Medium, and Samll Stump Grinder	HR	100	\$110.00	\$11,000.00	Yes	
25	25		Irrigation Water Truck, 300 Gal. Minimum	HR	100	\$110.00	\$11,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
General	\$879,300.00
Grand Total	\$879,300.00

CONTRACT AGREEMENT

THIS AGREEMENT, dated this 17th day of **September, 2026**, by and between **Tope's Tree Service, Inc.** whose place of business is located at **PO Box 51964, Pacific Grove, CA 93950** ("Contractor"), and the City of Seaside ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. **2026-xx** adopted on the **17th day of September, 2026** awarded to Contractor the following Contract:

CONTRACT NUMBER 26-XX

**Tree Maintenance Work Order Contract
located at
Seaside City Hall
440 Harcourt Ave.
Seaside, CA 93955**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

1. SCOPE OF WORK OF THE CONTRACT

A. Work of the Contract

1. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

B. Price for Completion of the Work

2. Owner shall pay Contractor Contract Sum('s) as defined in individual Work Orders and in accordance with the Specifications. Contract sums shall be based on the bid schedule. The Contract Sum of this contract cannot be well defined at the outset but will not exceed one hundred thousand dollars (\$100,000) over a single calendar year. The contractor is not guaranteed any work, and the contract sum may be zero dollars (\$0.00). The contract sum will be the cumulative amount of any individual On Call Work Orders issued throughout the year under this contract.

2. COMMENCEMENT AND COMPLETION OF WORK

A. Commencement of Work

1. The contract period shall be 1 year commencing on the date of the fully executed contract. Commencement of individual Work Orders shall be in accordance with dates provided on that Work Order
2. No work shall commence on any individual Work Order after the Contract period expires.
3. Owner reserves the right to modify or alter the Commencement Date.

B. Completion of Work

1. Contractor shall achieve Substantial Completion of the entire contract within One year from the Commencement Date
2. Contractor shall achieve Substantial Completion of Individual Work Orders within the periods of time defined on individual Work Orders
3. Contractors shall have thirty (30) Working Days following substantial completion of the later of the contract or completion date of the last Work Order to achieve Final Completion.

3. PROJECT REPRESENTATIVES

A. Owner's Project Manager

1. Owner has designated a Project Manager to act as Owner's Representative in all matters relating

to the Project.

2. City Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
3. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

B. Architect/Engineer

1. City of Seaside furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents for this contract. Individual Work Orders may have Plans and Specification developed by outside consultants and those consultants may have the rights assigned to Architect/Engineer for individual Work Orders under this Contract.

4. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

A. Liquidated Damage Amounts

1. Unless otherwise defined in individual Work Orders, as liquidated damages for delay, the Contractor shall pay the Owner one thousand two hundred dollars (1,200.00) for each Day that expires after the time specified herein in the individual Work Orders for the Contractor to achieve substantial completion of the entire work, until achieved.

B. Scope of Liquidated Damages

1. Measures of liquidated damages shall apply cumulatively.
2. Limitations and stipulations regarding liquidated damages are set forth in Part IV Special Provisions.

5. CONTRACT DOCUMENTS

- A. Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:
Part I - Notice to Contractors
Part II – Proposal
Part III – General Provisions
Part IV – Special Provisions & Technical Specifications
- B. There are no contract documents other than those listed above. The contract documents may only be amended, modified or supplemented as provided by an approved Work Order amendment.

6. MISCELLANEOUS

- A. Terms and abbreviations used in this agreement are defined in the general conditions and references and definitions and will have the meaning indicated therein.
- B. It is understood and agreed that in no instance are the persons signing this agreement for or on behalf of owner or acting as an employee, agent, or representative of owner, liable on this agreement or any of the contract documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of owner is limited and confined to such liability as authorized or imposed by the contract documents or applicable law.
- C. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under section 4 of the clayton act (15 u.s.c. §15) or under the cartwright act (chapter 2 (commencing with §16700) of part 2 of division 7 of the business and professions code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time owner tenders final payment to contractor, without further acknowledgment by the parties.
- D. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by director of the state of California department of industrial relations, are deemed included in the contract documents and on file at

owner's office, and shall be made available to any interested party on request. Pursuant to California labor code §§ 1860 and 1861, in accordance with the provisions of section 3700 of the labor code, every contractor will be required to secure the payment of compensation to his/her employees. Contractor represents that it is aware of the provisions of section 3700 of the labor code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and contractor shall comply with such provisions before commencing the performance of the work of the contract documents.

- E. During the term of this agreement, contractor warrants that it is currently registered with the department of industrial relations and qualified to perform public work consistent with labor code section 1725.5. Contractor further warrants that any subcontractors who are subject to public contract code section 4104, are registered and qualified to perform public work consistent with labor code section 1725.5.

- F. This project is subject to compliance monitoring and enforcement by the department of industrial relations.

- G. This agreement and the contract documents shall be deemed to have been entered into in the county of Monterey, state of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the superior court for the county of Monterey.

In witness whereof the parties have executed this agreement in quadruplicate the day and year first above written.

CONTRACTOR: Tope's Tree Service, Inc.

OWNER: The City of Seaside

By: _____
(Signature)

(Print Name)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

By: _____
(Signature)
Greg McDanel,
City Manager

Attest:

City Clerk Signature
Dominique Davis

By: _____
(Signature)

(Name)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

SAMPLE WORK ORDER

WORK ORDER PROCESS

1. Design

- A. All project designs and scopes of work shall be developed by the Owner. Scopes of work will vary from full construction plans and specification, construction details and standard details, written scopes of work and focused drawings with details.
- B. Contractors shall never for any reason develop the scope of work for On Call work that they will carry out.

2. Work Orders

- A. Work orders at a minimum shall include:
 - 1. The contract or legal agreement under which the Work Order is being issued,
 - 2. Date under which the overarching contract signed is issued.
 - 3. A unique identifying project number containing the original contract number a hyphen and the chronological Work Order number in sequence.
 - 4. A location of the work
 - 5. A description of the work
 - 6. Quantities and agreed price for work
 - 7. Work order start and completion dates identifying the boundaries to the Period of Performance
 - 8. Signatures of the Contractor and City by persons with the legal authority to bid that entity.
 - 9. Final Acceptance of work sign off and completion date
- B. In the case of discrepancy or ambiguity in the Contract Documents, or between contract documents and Work Order scopes of work the Work Order shall prevail. However, in no account shall plans specifications or scopes of work included in Work Orders to this agreement ever excuse the contractor from performing work in accordance with the provision of the California building code, laws, ordinances other regulations.
- C. Work orders shall act as a Notice to Proceed for individual projects, and no additional Notice to Proceed will be need.

3. Work Order Value

- A. Work order values shall be based on quantities defined in each individual Work Orders scope of work multiplied by the unit prices provided in the contractors bid for each line item of the Bid Schedule.
 - 1. Where unit prices are given for multiple volumes of the same item, the line-item value encompassing the total Work Order quantity for that item of work shall be used uniformly for all billing related to that item of work. (ie. If a Work Order requires 500 SF of Furnish, Place Compact Class II Aggregate Base (under SW, 4"; thick base bid) [F-4-a: F-4-c], and the following prices are provided:

F-4-a	Quantity: 1	Unit: SF	Unit Cost: \$25.00
F-4-b	Quantity: 101	Unit: SF	Unit Cost: \$15.00
F-4-c	Quantity: 1,001	Unit: SF	Unit Cost: \$ 4.40

 The item value shall be 500SF * \$15.00/SF = \$7,500.00)
 - 2. Where two separate areas of work of a single Work Order have distinct quantities of the same line item, the quantities shall be added together and the unit cost used relating to the total value. (ie. A Work Order repairing two separate sidewalks where one sidewalk requires 500 SF of Class II Aggregate Base and the other sidewalk requires 600 SF of Class II Aggregate Base, the total Class II Aggregate Base are 1,100 SF and the Unit Cost used shall be \$4.40/SF
 - 3. Where specific items of work not include in the Bid Schedule are required for completion of a job, the unit price for the most similar line item shall be used, and or fair market value shall be agreed to by both the City and Contractor. (ie. A single rail galvanized steel guard rail is needed for a project, and Item X-4-a is "Furnish and Install 1 ½"; diameter galvanized steel pipe hand rail free standing \$135/LF. The \$135/LF shall be used for the single rail galvanized steel guard rail.

4. City shall rely on Cal Trans Standard Specifications Division 1 Section 9 for defining payment values for items of work not otherwise covered in the bid schedule. In case of a dispute, the City shall have ultimate authority to define fair market value.

CITY OF SEASIDE
WORK ORDER

Issued To: [Name of Contractor]
FYE 2027 TREE MAINTENANCE ON CALL CONTRACT
For City of Seaside Projects
 Agreement No. , Dated / / ,
 Effective Date of Notice to Proceed: / /

Work Order Number: **AG No.** - **W.O. #** **[Project Name]**

Issue Date: / /

Account Number: ###-####-####

LOCATION: [Address]

DESCRIPTION OF WORK: All Work shall be in accordance with the Tree Maintenance Work Order Contract FY 2026-2027 On Call Contract. This Work Order includes, but not limited to, the following:

 _____ . Work shall be in accordance with the
plans and statement of work, Attachment No. 1.

QUANTITIES AND PRICES:

Project Cost shall be dollars [\$---,---.---] per attached **[Name of Contractor]** cost estimates dated / / , Attachment No. 2.

All construction changes and associated costs shall require written Construction Change Orders.

TIME LIMITS:

To Begin: / /

To End: / /

Funding Check By (Provide Acct GL Print-Out): _____
 Jessica Riley, Finance Director

This Work Order Authorized By: _____
 Thomas Korman, Public Works Director

Work Order Acceptance Acknowledged
 By Contractor's Representative: _____
 Owner, **[Name of Contractor]**

City Acceptance of Completed Work: _____, / /
 [Name], [Job Title project manager] **DATE**
 (Contractor's 1 – Year Guarantee Begins From Above Date)

cc: Contractor Accounting Inspection File

Submission

Bidder Details

Vendor Name	Tope's Tree Service, Inc.
Address	P.O. Box 51964 Pacific Grove, California 93950 United States
Respondee	Jorge Perez
Respondee Title	Office Assistant
Phone	831-373-7765
Email	Info@topestreeservice.com
Vendor Type	SAM, CADIR
License #	669057

Submission Detail

Submission Format	Electronic
Submitted	08/28/2026 1:25 PM (PDT)
Delivery Method	
Responsive	
Submission Status	Submitted
Confirmation #	504323

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
		Project Specifications
Declaration of Bidder	doc00481020260828130546.pdf	Declaration of Bidder
Statement of Qualifications	doc00480920260828130522.pdf	Statement of Qualifications
Subcontractor List	Subcontractor List.docx	Subcontractor List
Non-Collusion	doc00481120260828130723.pdf	Non-Collusion
Debarment and Suspension Certification	doc00481220260828130736.pdf	Debarment and Suspension Certification
Bidder Certification	doc00481320260828130753.pdf	Bidder Certification
Bid Bond	doc00481420260828130812.pdf	Bid Bond

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
General							\$711,500.00		
1	1		Mobilization and Demobilization	LS	1	\$0.00	\$0.00	Yes	N/A
2	2		Storm Water Compliance	LS	1	\$0.00	\$0.00	Yes	N/A
3	3		Traffic Control	LS	1	\$0.00	\$0.00	Yes	Included
4	4		On-Staff International Society of Arboriculture Board Certified Master Arborist with Tree Risk Assessment Qualification	HR	100	\$95.00	\$9,500.00	Yes	
5	5		On-Staff, On-Site NCCCO Certified Crane Operator	HR	100	\$110.00	\$11,000.00	Yes	
6	6		On-Staff On-Site International Society of Arboriculture Certified Arborist Foreman, Crew Leader or Leadworker	HR	1500	\$75.00	\$112,500.00	Yes	
7	7		On-Staff On-Site I.S.A. Certified Tree Worker Climbing Specialist	HR	100	\$80.00	\$8,000.00	Yes	
8	8		Tree Climber Trimmer	HR	100	\$80.00	\$8,000.00	Yes	
9	9		Tree Maintenance Worker	HR	6000	\$80.00	\$480,000.00	Yes	
10	10		Laborer	HR	100	\$70.00	\$7,000.00	Yes	
11	11		Emergency Services-After Hours, Weekends, or Holidays Hourly Rate Per Man	HR	100	\$160.00	\$16,000.00	Yes	
12	12		DPR Licensed Pest Control Applicator	HR	100	\$95.00	\$9,500.00	Yes	
13	13		Online database for work records and invoices	HR	100	\$0.00	\$0.00	Yes	Included
14	14		5 Yard or larger Brush/Chipper Truck	HR	100	\$20.00	\$2,000.00	Yes	
15	15		55 ft. or larger insulated Aerial Lift Truck for Tree Work	HR	100	\$40.00	\$4,000.00	Yes	
16	16		95-100 ft. Aerial Lift Truck	HR	100	\$25.00	\$2,500.00	Yes	
17	17		5 Yard or larger Dump Truck	HR	100	\$20.00	\$2,000.00	Yes	
18	18		Skip Loader or Backhoe Loader	HR	100	\$15.00	\$1,500.00	Yes	
19	19		Truck w/Roll Off Dump Box-10 to 40 Yard Capacity	HR	100	\$40.00	\$4,000.00	Yes	
20	20		Disc Chipper Equivalent to 1800 Vermeer	HR	100	\$25.00	\$2,500.00	Yes	
21	21		Disc Chipper Equivalent to BC-1000 Vermeer	HR	100	\$25.00	\$2,500.00	Yes	
22	22		100+ ft. Crane, 15 Metric Ton Capacity with Bucket Option	HR	100	\$125.00	\$12,500.00	Yes	
23	23		45 ft Crane, 6 Metric Ton Capacity	HR	100	\$75.00	\$7,500.00	Yes	
24	24		Large, Medium, and Samll Stump Grinder	HR	100	\$50.00	\$5,000.00	Yes	
25	25		Irrigation Water Truck, 300 Gal. Minimum	HR	100	\$40.00	\$4,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
General	\$711,500.00
Grand Total	\$711,500.00



CITY OF SEASIDE STAFF REPORT

Item No.: 9.P.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Jessica Riley, Finance Director

DATE: September 17, 2026

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL ADVISOR AGREEMENT WITH NHA ADVISORS, LLC, FOR MUNICIPAL ADVISORY SERVICES WITH A NOT TO EXCEED AMOUNT OF \$31,500.00

RECOMMENDATION

Authorize the City Manager to enter into an agreement with NHA Advisors, LLC as attached.

BACKGROUND

The City periodically requires specialized financial and municipal advisory services related to long-term financial planning, revenue strategy, capital planning, debt management, and financing activities. Given the City's current fiscal pressures, capital investment needs, and ongoing efforts to strengthen long-term fiscal sustainability, access to an experienced municipal advisor will provide City staff with independent financial analysis and recommendations as needed.

On July 6, 2026, the City issued a Request for Proposal ("RFP") for Municipal Advisory Services. The RFP sought qualified firms to provide independent, objective financial advisory services, with an emphasis on revenue strategy, fiscal sustainability, capital priorities, debt management, and financing.

The RFP identified services including evaluation of revenue enhancement opportunities; financial modeling and long-range planning; identification of alternative funding sources; capital financing and debt analysis; assistance with financing professionals and financing transactions; evaluation of alternative financing structures; continuing disclosure and compliance; and general financial advisory support.

Following review and evaluation of the proposals received in accordance with the RFP criteria, NHA Advisors, LLC was selected as the recommended firm. Under the proposed agreement, NHA Advisors will serve as the City's municipal advisor of record and provide services on an as-needed basis as assigned by the Finance Director. Services may include financial forecasting and modeling, revenue and fiscal strategy, capital and development finance, debt management, financing analysis and implementation, evaluation of alternative funding mechanisms, and preparation of financial reports and presentations. When requested, NHA Advisors may also assist with the selection of financing professionals, preparation and review of financing documents, bond and other financing transactions, and post-issuance disclosure and compliance.

The agreement will commence September 17, 2026 and terminate December 31, 2028. Either party may terminate the agreement upon ten (10) days' prior written notice. Compensation will be based on actual time and materials using the Consultant's standard billing rates, with total compensation not to exceed \$31,500.00.

FISCAL IMPACT

The maximum compensation under the agreement is \$31,500.00. Services will be provided on an as-needed basis, and the City will only incur costs for services authorized and performed, subject to available appropriations and the agreement's not-to-exceed amount. Services are to be paid from available funds in the Finance Department "consulting" budget line item, 100-5110-1030. The agreement does not commit the City to any specific financing, capital project, or other future transaction.

STRATEGIC PRIORITY

Vibrant Local Economy

ATTACHMENTS

1. Resolution NHA
2. 2026 Municipal Advising RFP - Seaside
3. NHA Advisors 2026 Municipal Advising Agreement 20260917

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE****AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NHA ADVISORS, LLC, FOR GENERAL CONSULTING AND MUNICIPAL ADVISORY SERVICES IN AN AMOUNT NOT TO EXCEED \$31,500.00**

WHEREAS, the City of Seaside (the "City") issued a Request for Proposal for Municipal Advisory Services on July 6, 2026, seeking qualified firms to provide independent and objective financial and municipal advisory services; and

WHEREAS, the City received and evaluated proposals based on the criteria established in the Request for Proposal, including qualifications, experience, understanding of the City's financial needs, fees, and references; and

WHEREAS, following the evaluation process, NHA Advisors, LLC was selected to provide general consulting and municipal advisory services to the City; and

WHEREAS, NHA Advisors, LLC is an independent registered municipal advisor providing financial advisory and consulting services to public agencies; and

WHEREAS, the proposed Professional Services Agreement provides for as-needed financial advisory services, including revenue and fiscal strategy, capital planning, debt management, financing, alternative funding analysis, and general financial advisory support; and

WHEREAS, compensation shall be based on time and materials in accordance with the Consultant's standard billing rates, with total compensation not to exceed Thirty-One Thousand Five Hundred Dollars (\$31,500.00); and

WHEREAS, the term of the agreement shall commence September 17, 2026 and terminate December 31, 2028; and

WHEREAS, the City Council has reviewed the proposed Professional Services Agreement and finds it to be in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby authorizes the City Manager to execute the Professional Services Agreement with NHA Advisors, LLC, in substantially the form presented to the City Council, for general consulting and municipal advisory services for a term commencing September 17, 2026 and terminating December 31, 2028, in an amount not to exceed Thirty-One Thousand Five Hundred Dollars (\$31,500.00).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of September 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



**REQUEST FOR PROPOSAL
Municipal Advisory Services
City of Seaside**

RFP ISSUED DATE July 6, 2026

Title: Finance Director
Contact: Jessica Riley
Email: jriley@ci.seaside.ca.us
Phone Number: 831-899-6716

PROPOSAL DEADLINE

Date: **Friday, July 31 2026, 5:00PM**

Mail Address and Proposal Opening Location:

Finance Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Sealed written responses must be received by the Finance Director no later than the date, time, and location indicated above for the Bid Opening. Late submission of responses shall not be considered. Submittal of response by email or fax are not acceptable.

RFP CONTENTS

Section I - Invitation
Section II - Background of the City
Section III - Scope of Services
Section IV - Proposal Requirements
Section V - Evaluation Criteria & Selection Process
Section VI - Terms of Agreement
Section VII - Other Proposal Information

Exhibit A - Consultant Agreement Sample

Note: This bid does not constitute an order for the goods or services specified.

I. INVITATION

The City of Seaside (the “City”) is seeking proposals (“Proposals”) from qualified firms (“Firms”) to provide objective, independent municipal advisory services to the City. Qualified firms will be registered as municipal advisors with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB).

Through this RFP, the City is seeking a municipal advisory partner that can assist with both transaction-specific financings and broader fiscal strategy, including revenue stabilization, capital financing, debt affordability, development-related infrastructure funding, and communication with policymakers and the public.

Sealed proposals, including one (1) original bound Proposal and a portable document format (PDF) file of the Proposal saved on a USB flash drive, must be received by the Director of Finance not later than 5:00 pm on July 31, 2026, unless this time is extended by written addendum issued by the City before that date. Late proposals will not be accepted, and postmarks will not be accepted as the submitted date.

Proposals should be addressed as follows:

Finance Director
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Submitted envelopes should be marked “Request for Proposal for Municipal Advisory Services –“ (Firm Name).

II. BACKGROUND OF THE CITY

Seaside is a city in Monterey County, California, United States, with a population of 33,537 according to 2020 California Department of Finance data. The City of Seaside is a general-law City incorporated on October 13, 1954. Seaside is located on Monterey Bay at an elevation of 33 feet. The elevation in Seaside increases to the east, affording views of the Monterey Bay from multiple areas within the City. Seaside is known for its views of the bay from streets, private property and the golf courses.

The City operates under the council/manager form of government. Members of the Seaside City Council are elected by the voters every two years in a general election in November of even-numbered years. The Mayor serves 4-year terms and the four members of the City Council have rotating 4-year terms; every two years, two members of the City Council are also selected by the voters through a general election. Seaside elected officials do not have term limits. The Council sets policy

and exercises the legislative authority of the City. The Council holds meetings on the first and third Thursdays of each month and at such other times as necessary.

A. *Financial Condition & Outlook*

The City of Seaside manages a diverse portfolio of governmental and enterprise funds supporting municipal operations, capital improvements, and community investment. The City has historically maintained balanced budgets and prudent reserve practices; however, its FY 2026-27 budget recognizes emerging fiscal pressures from moderating revenue growth, rising personnel, pension, and benefit costs, and an identified structural imbalance between recurring revenues and expenditures. In response, the City is implementing a long-term fiscal stabilization strategy focused on expenditure management, reserve preservation, revenue diversification, economic development, and clear prioritization of capital investment. These conditions create the need for municipal advisory services that support strategic financial planning, debt capacity analysis, capital financing revenue measure evaluation, and long-term fiscal resilience.

B. *Capital & Financing Plan*

The City prepares a five-year capital plan identifying capital improvement projects. The current primary focus is on maintaining and enhancing City's infrastructure, including streets, parks, municipal facilities, the Fire Station No. 2 project, and infrastructure associated with former Fort Ord lands, Campus Town/Main Gate, and other economic development initiatives.

III. SCOPE OF SERVICES

A. *General Municipal Advisory Services*

The Municipal Advisor ("Advisor") will provide independent, objective financial advisory services to the City of Seaside ("City") on an as-needed basis, with primary emphasis on revenue strategy, long-term fiscal sustainability, debt capacity, credit strategy, and implementation of the City's capital priorities. This includes, but is not limited to, major capital projects such as the City's Fire Station No. 2 project, the Campus Town development on former Fort Ord lands, and other significant capital improvement program (CIP) needs, as well as debt management, development-related financing mechanisms, and broader financial advisory support.

B. *Revenue Strategy, Fiscal Capacity, and Long-Term Planning*

The Advisor will support the City in strengthening its financial capacity through comprehensive revenue and fiscal strategy services, including:

- Evaluating the City's existing revenue structure, including taxes, fees, charges for services, and other ongoing revenues
- Identifying and analyzing revenue enhancement opportunities, including taxes, assessments, special taxes, fees, and other voter-approved or policy-driven revenue tools
- Supporting the City in the feasibility, structuring, timing, and fiscal impact analysis of potential revenue measures, including ballot initiatives
- Developing financial models and multi-year scenarios to assess revenue stability, volatility, and long-term fiscal sustainability
- Integrating revenue strategies into long-range financial planning, including identification of structural imbalances and corrective options
- Monitoring and interpreting state and federal legislative changes affecting local revenue authority and funding opportunities
- Identifying alternative funding sources, including grants, intergovernmental programs, and public-private partnerships
- Supporting clear financial communication and presentation of revenue strategies for policymakers and stakeholders
- Preparing a Revenue Options Matrix that compares available revenue tools, estimated revenue potential, legal and policy considerations, implementation timeline, voter approval requirements, equity considerations, administrative complexity, and practical feasibility.
- Evaluating cost recovery, development-related revenues, and other recurring revenue strategies aligned with the City's fiscal stabilization objectives.

C. Debt Management and Financing Services

The Advisor will assist the City with the planning, structuring, issuance, and ongoing management of debt and capital financing, including:

- Reviewing and analyzing capital financing proposals and refunding opportunities
- Advising on debt structure, financing options, and method of sale
- Conducting market analysis to determine optimal financing approaches
- Assisting with RFP development for financing professionals (underwriters, disclosure counsel, etc.)
- Supporting preparation of offering documents and coordinating rating agency and credit review processes
- Assisting with bond sale execution (competitive or negotiated)

- Providing post-issuance support, including proceeds management and related advisory services
- Developing and maintaining a debt capacity and affordability analyses that evaluate existing obligations, available revenue streams, reserve policies, General Fund impacts, enterprise fund capacity, and potential future debt issuance scenarios.
- Providing credit strategy support, including rating agency preparation, credit profile analysis, reserve policy review, debt policy review, and communication of the City's fiscal stabilization efforts.
- Evaluating pension/OPEB, lease obligations, and other long-term liabilities as part of affordability and credit analysis.

D. Financial Agreements and Alternative Funding

The Advisor may assist the City in evaluating and negotiating financial arrangements and alternative funding mechanisms, including:

- Review and negotiation support for agreements with financial institutions, vendors, and service providers
- Analysis of alternative financing structures such as leases, public-private partnerships, and structured funding arrangements
- Assessment of fiscal risk, affordability, and long-term obligation impacts of contractual commitments
- Advising on development-related financing tools, including community facilities districts, assessment districts, enhanced infrastructure financing districts, tax-increment related strategies, reimbursement agreements, impact fee structures, and other mechanisms that may support infrastructure delivery.
- Supporting evaluation of public-private partnerships and developer-funded infrastructure obligations associated with major development and redevelopment opportunities.

E. Benefits and Healthcare Financial Analysis (As-Needed)

The Advisor may be requested to provide financial modeling support related to employee benefits and healthcare options. The Advisor is not expected to serve as a benefits broker, actuarial consultant, or labor negotiator unless separately qualified and authorized by the City. Services may include:

- Analysis of current medical insurance costs and long-term trends
- Evaluation of alternative healthcare structures, including participation in pooled systems such as CalPERS health insurance
- Comparative cost, coverage, and budget impact modeling to support decision-making

- Coordination with the City's benefits, labor, legal, and actuarial advisors as needed.

F. Continuing Disclosure and Compliance

The Advisor will support ongoing disclosure and regulatory compliance requirements, including:

- Preparation and submission of annual continuing disclosure reports in accordance with bond covenants and SEC requirements
- Filing disclosures through the Municipal Securities Rulemaking Board's EMMA system
- Advising on evolving disclosure requirements and best practices

G. General Financial Advisory Support

The Advisor will provide additional financial advisory services as needed, including:

- Analysis of financial models, forecasts, and policy proposals
- Participation in meetings with City staff and elected officials
- Preparation of reports, presentations, and recommendations to support decision-making
- Responsive advisory support on emerging fiscal issues
- Preparation of Council-facing and public-facing materials that explain complex financial options in plain language.
- Facilitation of policy-level discussions regarding fiscal stabilization, capital prioritization, revenue strategy, and financing tradeoffs.

H. Assignment of Work

The Director of Finance will assign the work to be performed by the Firm. The Firm will be expected to coordinate the performance of services for the City.

I. Term of Engagement

The City anticipates executing an agreement for the period from September 3, 2026 through June 30, 2028 with an option to renew the agreements for two (2) additional one-year terms. The agreements shall continue until the end of the term, unless the Firm is notified, in writing by the Director of Finance sixty (60) days prior, of the City's intention to terminate the agreement. Termination of the agreement by the City can occur at any time during the agreement period at the City's discretion.

IV. PROPOSAL REQUIREMENTS

The purpose of the Proposal is to demonstrate the qualifications, competence, and capacity of the Firm to provide the services described in, and in conformity with the requirements of, this request for proposals (“RFP”). The Proposal should demonstrate the qualifications of the Firm and of the particular staff to be assigned to perform the work.

The Firm’s Proposal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Firm.

The Firm shall submit one (1) original bound Proposal and a portable document format (PDF) file of the Proposal saved on a USB flash drive. The Proposal shall be organized and numbered, and the bound Proposal tabbed, in the order presented below:

1. Cover Page. The cover page should reflect the Firm’s name, the date, and the subject: “REQUEST FOR PROPOSAL FOR MUNICIPAL ADVISORY SERVICES – ” (FIRM NAME).
2. Transmittal Letter with Executive Summary. A letter of transmittal summarizing the key points of the Firm’s Proposal in a clear and concise manner shall be signed by an individual in the Firm authorized to negotiate terms, render binding decisions, and commit the Firm’s resources. The letter shall state the Firm has read and will comply with all terms and conditions of the RFP and summarize the Firm’s understanding of the work to be done and ability to perform it. Please limit to one or two pages.
3. Identification of Firm. The Proposal must reflect the Firm’s full legal name, state of incorporation, location of office(s), and background and other general information, including the size of the organization, years in business, and an organizational chart. The Proposal also must include the name, address, phone number, fax number, and e-mail of the Firm’s contact person.
4. Personnel. Names, qualifications, proposed roles, office location(s), and availability of the principal personnel who would be assigned to perform the services described in the RFP must be provided. The primary person(s) who would be responsible for managing the relationship with the City.

Services to be provided in this engagement shall not be performed by or delegated to any person or entity other than as specified in the Proposal without written authorization from the Director of Finance. Such a change may be considered a significant deviation from the Proposal and may be cause for the City to terminate the agreement with the Firm.

5. Proposer Qualifications & References. The Firm shall state its qualifications, including providing a list of contracts with a scope similar to that of this RFP in which the Firm has engaged and a description of its proposed personnel’s relevant experience over the past three (3) years. Discussion of the Firm’s

familiarity with the Government Finance Officers Association's (GFOA's) "Best Practices" relating to the selling of bonds and the selection of finance professionals also should be included. The Firm shall provide at least two sanitized examples of relevant work products, such as a debt capacity model, revenue measure feasibility analysis, CIP funding strategy, rating agency presentation, continuing disclosure report, or long-range financial forecast. Also provide the names and contact information for individuals from a minimum of three (3) municipal entities for which the Firm has provided services, as relevant to this RFP, who would be willing to serve as references for the Firm and the individuals who would provide services to the City. The City reserves the right to contact any organizations or individuals listed.

6. Conflict of Interest Disclosure. The Firm must disclose any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of the Firm which constitute a real or perceived conflict of interest. The Firm's affiliation or relationship with any broker-dealer and whether any personnel of the Firm who would provide advice to the City were associated with a broker-dealer firm within the two (2) years preceding the RFP also must be disclosed. The Firm shall disclose whether it, any affiliate, or any proposed team member has provided underwriting, placement agent, broker-dealer, investment banking, developer advisory, or other financial services to the City, City-related entities, developers, or financing counterparties within the past three (3) years. The Firm shall also disclose whether it anticipates seeking any role other than municipal advisor in connection with any City financing.
7. Investigation & Disciplinary Action Disclosure. The Firm must disclose any pending investigation of the Firm or enforcement or disciplinary actions taken within the past three years by the Securities & Exchange Commission (SEC), Financial Industry Regulatory Authority (FINRA), Municipal Securities Rulemaking Board (MSRB), or other regulatory bodies.
8. Fee Proposal. The "Fee Proposal" shall include the basis/bases of compensation for services rendered. If hourly, provide a schedule of rates for the personnel proposed to be involved in the engagement. If fixed, indicate the amount for the service. If transaction based, indicate the rate structure. If other types of compensation are proposed, provide enough information to enable evaluation of the cost for the specified services. Specify what costs, if any, are to be reimbursed.

V. EVALUATION CRITERIA & SELECTION PROCESS

A. Evaluation Criteria

Firms will be evaluated on a combination of responsiveness, organization, clarity and demonstrated understanding of the scope of work. The City anticipates using the following criteria:

- Municipal advisory experience with California cities and comparable revenue strategy, capital financing, development finance, disclosure, and compliance engagements;
- Qualifications, availability, and continuity of the proposed assigned personnel;
- Understanding of Seaside's fiscal condition, revenue challenges, capital needs, and proposed approach;
- Quality, clarity, and practicality of the proposed work plan, deliverables, and communication approach;
- Fee proposal and overall value; and,
- References and interview performance.

B. Selection Process

At the conclusion of the proposal solicitation period, staff will evaluate the responses received and select not more than three (3) firms' proposals for further review and consideration. Interviews and/or presentations may be scheduled with firms selected to advance in the selection process. Based upon the outcome(s) of the evaluation(s) of proposals and/or interviews/presentations, a recommendation will be submitted to the City Manager for consideration of award.

Depending upon the agreed-upon terms, the agreement between the City and the selected firm may require approval by the City Council.

C. Tentative Schedule

Issue Date	July 6, 2026
Deadline for return of proposals	July 31, 2026
Staff review	Week of August 7, 2026
Interviews/Presentations (tentative)	Week of August 10, 2026
Recommendations submitted to City Council (if necessary)	September 3, 2026

VI. TERMS OF AGREEMENT

A. Contract for Professional Services

The firm selected shall be required to enter into the City's Standard Professional Services Agreement (Exhibit "A," attached), in substantially similar form, and to provide all other required certifications and documentation within fifteen (15) calendar days of notification of selection. Any City agreement resulting from this RFP shall not be effective, unless and until approved by the City, which may require the City Council approval.

B. Insurance Requirements

The firm selected shall maintain insurance in full force and effect during the entire period of performance under the agreements. Failure to do so shall be cause for termination of the agreements.

All policies must have a thirty (30) day non-cancellation clause giving the City thirty (30) days prior written notice in the event a policy is cancelled.

At the end of each agreement year, the City reserves the right to review insurance requirements and to require more or less coverage, depending on the assessment of risk, the firm's past experience, and the availability and affordability of increased liability insurance coverage.

Any aggregate insurance limits must apply solely to this agreement. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the firm shall maintain such insurance coverage for three (3) years after the expiration of the term (and any extensions) of the agreement.

C. Compensation

The respondent agrees, if selected, that compensation shall remain firm and fixed throughout the original term (and any extensions) of the contract.

D. Independent Contractor Status

The respondent agrees, if selected, that the respondent shall perform the services as an independent contractor and not as employee(s) of the City. The City shall not be considered the employer of the respondent. The respondent understands, if selected, that the respondent shall have the sole responsibility for deciding the manner and means of providing the services, except as outlined in the final contract and its attachments or exhibits.

E. Indemnification

The respondent agrees, if selected, to indemnify and hold harmless the City and all its respective officers and employees from any and all liability, claims, costs, including reasonable attorney's fees, demands, damages, expenses, and causes of action as outlined in the contract.

F. Other Considerations

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of the City's knowledge, the information provided is accurate. However, the City does not warrant such accuracy, and any errors or omissions subsequently determined will

not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that he or she has thoroughly examined and become familiar with work required in the solicitation and is capable of performing quality work and to achieve the objectives of the City.

VII. OTHER PROPOSAL INFORMATION

A. *Reservations*

Issuance of this RFP does not commit the City to award an agreement or to procure an agreement for services. All costs directly or indirectly related to responding to the RFP, including all costs incurred in supplementary documentation, information, or presentation, will be borne by the Firm.

The City reserves the right to amend the RFP or issue to all firms a "Notice of Clarification" to answer questions for clarification.

The City reserves the right to postpone or cancel, for any or no reason, in part or in its entirety, the RFP.

The City reserves the right to reject any or all proposals or any portion of any proposal received in response to the RFP without cause or liability or to waive any irregularities or informalities in the proposals or proposal process. The City is not obligated to accept any proposal or to negotiate with any respondent. Execution of an agreement is dependent upon the negotiation of a mutually acceptable agreement with the successful firm.

B. *Variations in Scope of Work*

The City may materially change the scope of work of this RFP. Such changes may include additions, deletions, or other revisions within the general scope of the RFP requirements. No material changes or adjustments shall be made without a written amendment to this RFP, signed by the Director of Finance. The City reserves the right to waive the written requirement for a variation in the scope of work if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

C. *Acknowledgment of Amendments*

Each firm shall acknowledge receipt of any amendment to this RFP by signing and returning the amendment with the completed Proposal. The acknowledgment must be received by the City at the time and place specified for receipt of proposals.

D. *Costs for Preparing Proposal*

The City will not compensate any firm for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the City. The

City will retain all proposals submitted and may use any idea in a proposal, regardless of whether that proposal is selected.

E. *Non-Responsive Proposals*

A proposal may be considered non-responsive if conditional, incomplete, or if containing alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal. The City shall have sole discretion in determining the completeness of each proposal.

F. *Late Proposal Submission*

The City will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. Late or incomplete proposals will not be considered.

G. *Alternative Proposals*

Only one final proposal is to be submitted by each firm. Multiple proposals may result in rejection of all proposals submitted by the Firm.

H. *No Exceptions*

Submission of a proposal constitutes acceptance by the Firm of the conditions contained in this RFP and the professional services agreement, should the Firm be selected.

I. *Applicable Laws*

The agreement awarded shall be governed in all respects by the laws of the State of California, and any litigation related to the agreement or this RFP shall be brought in the State of California, with a venue of the Monterey Superior Courts. The firm awarded the agreement shall comply with all applicable federal, state, and local laws and regulations.

J. *Non-Conforming Terms & Conditions*

Any proposal that includes terms and conditions that do not conform to the terms and conditions of this RFP is subject to rejection as non-responsive. The City reserves the right to permit the respondent to withdraw non-conforming terms and conditions from its Proposal prior to action by the City to award an agreement.

K. *Public Information*

All documents received by the City are considered public records and will be made available after firm selection for public inspection and copying upon request.

L. *Additional Information*

Any questions regarding this RFP or requests for available materials should be addressed to:

Jessica Riley, Finance Director

Email: jriley@ci.seaside.ca.us

Phone: (831)-899-6716

Respondents/firms are cautioned that any oral statements made that materially change any portion of this RFP are not valid unless subsequently ratified by a formal written amendment to this RFP. No technical questions that may materially change any portion of this RFP will be accepted during the seven calendar days prior to the time and date set for receipt of proposals.

Exhibit "A"
Sample Consultant Agreement

CITY OF SEASIDE

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of _____ 20__, between the City of Seaside, a municipal corporation ("City") and _____, [a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____, 20__ and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, 20__, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City's _____ (Staff member title) shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, 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 _____ dollars (\$.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed twenty four thousand nine hundred ninety nine dollars (\$24,999.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Seaside's City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any act, error or omission of Consultant, its officers, agents, employees or sub consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit without the written consent of the Consultant.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub consultants of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit D attached to and part of this agreement.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work

to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

[the following paragraph is only to be used when the City will be taking in a fee or deposit from an applicant and use that fund to retain the consultant to prepare an EIR, Specific Plan, or some other specific document or where the City is funding a similar development-type study]

(c) Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub consultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its sub consultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or

partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Seaside
440 Harcourt Avenue
Seaside, California 93955
Attention: City Clerk

To Consultant:

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only _____ shall perform the services described in this Agreement.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City of Seaside.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

[this section is optional and should be included only when the project is particularly time-sensitive]

City and Consultant agree that time is of the essence in this Agreement. City and Consultant further agree that Consultant's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Consultant agree that any failure to perform by Consultant at or within the times set forth herein shall result in liquidated damages of _____ dollars (\$_____.00) per day for each and every day such performance is late. City and Consultant agree that such sum is reasonable and fair. Furthermore, City and Consultant agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "D" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF SEASIDE

By: _____
[City Manager or Mayor]

CONSULTANT

By: _____
(Signature) _____(Typed Name)

EXHIBIT A

TASKS TO BE PERFORMED

EXHIBIT B

PAYMENT SCHEDULE

EXHIBIT C

LOCATION SCHEDULE

EXHIBIT D

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

[Note: verify minimum limit for each coverage with Risk Manager]

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

[Note: may need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees]

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

[Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.]

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope

of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$_____ per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for

the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
ENTER PROJECT NAME**

This agreement is made by and between the City of Seaside (City), and NHA Advisors, LLC (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$31,500.00)
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on SEPTEMBER 17, 2026 and terminate DECEMBER 31, 2028.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its

officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

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

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

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

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage

for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

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

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

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

L. Ownership of Work Product:

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

M. Assignment

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, Craig Hill shall perform the services described in this Agreement.
- b. Craig Hill may use assistants under his/her supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of Craig Hill from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole

compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Engineer and the Consultant.

N. Conflict of Interest

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

O. Miscellaneous:

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

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

Approved:

Dated: _____

CONSULTANT

By: _____

Title: _____

Address: _____

Dated: _____, 2026

City of Seaside:

By: Greg McDanel

Title: City Manager

Attachments:

Exhibit A

Scope of Work

Exhibit B

Compensation Schedule

Exhibit C

Consultant's Proposal

EXHIBIT A

SCOPE OF SERVICES GENERAL CONSULTING & MUNICIPAL ADVISORY SERVICES

NHA Advisors, LLC ("Consultant") will serve as the municipal advisor of record for the City of Seaside ("City"). The scope of work will generally include, but may not be limited to, the following services:

Task 1 – General Consulting & Financial Advisory Services

General Financial Assistance:

- Review operating budgets, financial forecasts, fund balances, reserves, debt obligations, and long-term fiscal conditions.
- Develop and maintain financial models and multi-year projections to evaluate revenues, expenditures, capital needs, debt capacity, and financial scenarios.
- Evaluate the City's revenue structure and identify potential revenue enhancements, including taxes, assessments, fees, development-related revenues, and voter-approved measures.
- Evaluate long-term fiscal sustainability, structural budget issues, pension and other long-term liabilities, healthcare costs, and related funding strategies. Review financial, reserve, and debt policies and identify opportunities to improve financial flexibility and sustainability.
- Identify and evaluate alternative funding sources, including grants, State and Federal programs, loans, public-private partnerships, and other financing options.
- Provide general public finance advice and respond to emerging financial issues as requested.

Development Finance & Capital Planning:

- Review development and capital projects and evaluate financing and funding strategies for public infrastructure and municipal services.
- Analyze the financial and fiscal impacts of major projects, including the Fire Station, Campus Town/former Fort Ord lands, and other capital improvement needs.
- Evaluate funding responsibilities, cost-sharing arrangements, development agreements, special taxes, assessments, and other potential funding mechanisms.

Utility, Enterprise Fund & General Fund Financing:

- Review existing obligations, revenues, reserves, capital needs, and debt capacity of the City's General Fund and enterprise funds.
- Evaluate debt service, cash flow, coverage, refinancing opportunities, and alternative financing strategies.

- Provide financial analysis regarding long-term obligations and strategies for managing pension liabilities and other financial commitments.

Presentations & Financial Communication:

- Prepare financial analyses, reports, memoranda, schedules, models, and presentations for City staff, the City Council, committees, and other stakeholders.

Consultant will provide the foregoing services on an as-needed basis as assigned by the Director of Finance. The Consultant will coordinate the performance of services with City staff and other City consultants and will provide timely, understandable, and objective financial analysis and recommendations to support the City's financial and capital planning decisions.

EXHIBIT B

COMPENSATION SCHEDULE

Consultant will provide On-Call General Municipal Advisory Services and will be compensated on staff time deployed for the City. Engagements requiring Consultant resources will be identified early in each project scope, and an estimated time commitment and budget can be provided as requested.

Professional Services (Hourly)	2026 Rates ⁽¹⁾
Principal	\$370
Director / Senior Vice President	\$345
Vice President	\$320
Assist. Vice President / Sr. Associate	\$295
Associate	\$270
Senior Analyst	\$235
Analyst	\$210
Administrative	\$135
<i>1) Hourly rates will escalate by 3% annually each January 1st (rounded to the nearest five dollars based on the prior year's rounded amount).</i>	

In-Person Meetings (Upon Request) – Consultant will be available to attend virtual meetings and conference calls at no additional cost. In-person meetings will require travel reimbursement of \$1,500 (per attendee) to cover travel expenses.

JULY 31,
2026

**REQUEST FOR PROPOSAL FOR
MUNICIPAL ADVISORY SERVICES –
NHA ADVISORS, LLC**



SUBMITTED BY



TABLE OF CONTENTS

2.	TRANSMITTAL LETTER WITH EXECUTIVE SUMMARY	1
3.	IDENTIFICATION OF FIRM	2
4.	PERSONNEL	4
5.	QUALIFICATIONS & REFERENCES	7
A.	Overview of NHA’s Relevant Experience & Approach to Client Management	7
B.	Examples of Relevant Work Products	13
C.	NHA’s Commitment to GFOA “Best Practices”	14
D.	References	16
6.	CONFLICT OF INTEREST DISCLOSURE	17
7.	INVESTIGATION & DISCIPLINARY ACTION DISCLOSURE	18
8.	FEE PROPOSAL	19
	On-Call General Municipal Advisory Services (Hourly)	19
	Financing and Other Fixed Fee Services	19
	In-Person Meetings & Expenses	20
APPENDIX A: CITY OF SOUTH PASADENA 5-YEAR FINANCIAL FORECAST PRESENTATION & TECHNICAL MEMORANDUM		
APPENDIX B: CITY OF SANTA BARBARA UTILITY FINANCING CAPACITY MEMO		
APPENDIX C: SONOMA COUNTY FIRE DISTRICT FINANCIAL PROJECTION & FIRE STATION FUNDING ANALYSIS		

Standard Proposal Regulatory Disclaimers & Disclosures

NHA Advisors, LLC (“NHA”) is a SEC-registered Municipal Advisor. When formally engaged by public agency clients, we undertake a fiduciary duty with respect to advice provided on financial matters.

Proposal Does Not Constitute “Advice” or a Municipal Advisory Relationship

Materials delivered to the City for purposes of obtaining an engagement as the City’s municipal advisor are for informational purposes only. The information provided in these materials does not create or imply any fiduciary relationship and is being provided solely for the purpose of marketing our services to the City for municipal advisory services. The information provided to the City is not to be construed as “advice” within the meaning of Section 15B of the Securities and Exchange Act of 1934 or relied upon by the City as advice in determining a course of action in connection with any current or prospective undertakings relative to any municipal securities issuance or municipal financial product. Any information contained in these materials is not intended to replace or supplement any advice the City may have already received internally or externally from any other professional.

Potential Conflict of Interest Disclosure

Compensation contingent on the completion of a financing or project is customary for municipal financial advisors. To the extent that NHA compensation for a portion of the proposed engagement is contingent on successful completion of any transactions, a potential conflict of interest exists as NHA would have a potential incentive to recommend the completion of a transaction that might not be optimal for the City. However, NHA undertakes a fiduciary duty in advising public agencies regardless of compensation structure.

2. TRANSMITTAL LETTER WITH EXECUTIVE SUMMARY

July 31, 2026

Attn: Jessica Riley, Finance Director
City of Seaside
440 Harcourt Avenue, Seaside, CA 93955

RE: Request for Proposal for Municipal Advisory Services – NHA Advisors, LLC

Dear Ms. Riley:

NHA Advisors, LLC ("NHA") is pleased to submit this response to the Request for Proposal ("RFP") for Municipal Advisory Services to the City of Seaside (the "City"). Based on our prior work with the City and a recent review of the City's financial profile, we believe a municipal advisor with specialized expertise in fiscal management, pension liability analysis, and revenue enhancement skills is needed to help the City develop a thoughtful funding strategy for both operational budgeting and future infrastructure facilities.

NHA prioritizes our consulting practice above transactional work as proven by our historical experience list. Over 75% of our engagements in the last 15 years have been fiscal strategies and solution related. *This includes forecasting, budget assistance, funding and debt capacity analysis, development CFD formation, and capital planning for general funds and enterprise funds. NHA is respected for its ability to deliver public presentations in a manner that is understandable to both elected officials and community stakeholders.*

Throughout this RFP, we provide our historical understanding of the City, our proven financial expertise and the unique specialization required to solve some of the City's challenges. The NHA team is committed to working closely with City staff to educate decision-makers and community stakeholders on the options available to enhance revenue opportunities and potential funding strategies for the City's major facility projects. NHA's reputation as a trusted advisor to public agencies throughout California is proven by any conversation you may have with our existing long-term clients, and we encourage you to reach out to them to better understand our approach and skillset.

Our service to the City will focus on the following approaches:

- Providing strenuous quantitative analysis of the City's financial situation, financing strategies, and options
- Providing our findings and advice in an understandable deliverable
- Developing dynamic financial models capable of forecasting financial projections and capital project cash flows to identify shortfalls or revenue generation opportunities

Consider us "an extension of staff" as our work effort is dynamic and adjusts to align with City staff needs to avoid adding additional stress or friction to your daily responsibilities.

NHA has reviewed the terms and conditions of the RFP, understands the obligations and requirements of NHA and is able to perform and deliver all required covenants. By signature below, I am authorized to negotiate terms, render binding decisions, and commit the firm's professional resources.

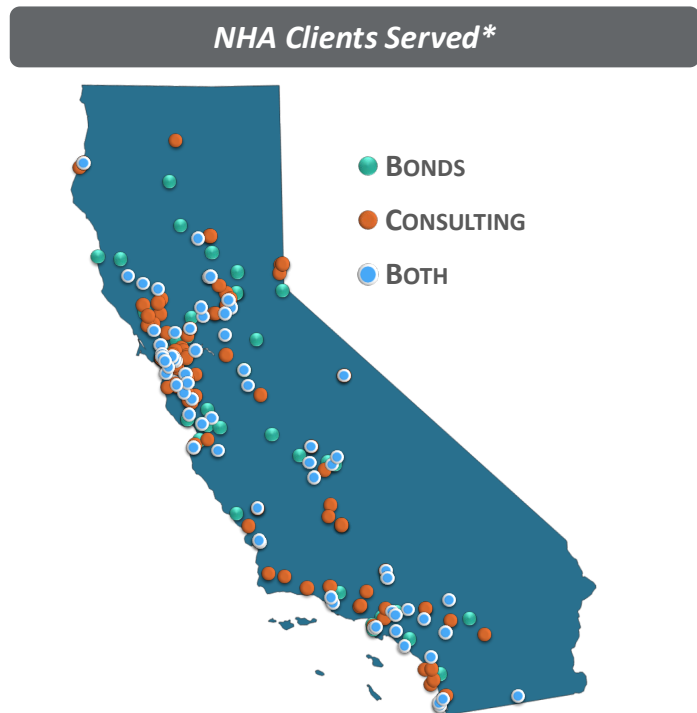
Sincerely,



Craig Hill, Managing Principal (Lead Advisor & Day-to-Day Contact)
Craig@NHAadvisors.com | (415) 785-2025 x2001

3. IDENTIFICATION OF FIRM

NHA Advisors, LLC is an Independent Registered Municipal Advisor registered with the SEC and MSRB and headquartered in San Rafael, California. NHA is independently owned and has no parent company or subsidiaries. NHA has been providing municipal advisory services to California cities since 2000 (formerly known as Northcross Hill & Ach, Inc. from 2000-2011). NHA has provided comprehensive financial and consulting services to over 200 public agencies throughout California, with a primary focus on California cities. NHA's bond and consulting groups work with cities to (1) develop project funding solutions (bonds, bank loans, Federal & State programs and grants), (2) debt, pension and reserve financial policies, (3) pension liability strategies, and (4) compliance requirements.



NHA employs nine registered municipal advisors dedicated exclusively to California cities and special districts. NHA is led by Principals Craig Hill, Mark Northcross, and Eric Scriven, each of whom have more than 35 years of public finance experience. Across our six senior advisors (Principals and Vice Presidents), NHA brings a combined 173 years of relevant public finance experience, an average of 28 years per advisor.

**Dots represent client engagements from 2012 - Present*

NHA serves as both a financing advisor and a long-term financial strategy partner. We help clients evaluate cash, reserves, grants, state and federal loans, public-private partnerships, revenue measures, bank financing, and bonds before recommending a course of action. Our role is to help the City make the best financial decision, whether or not financing is ultimately needed.

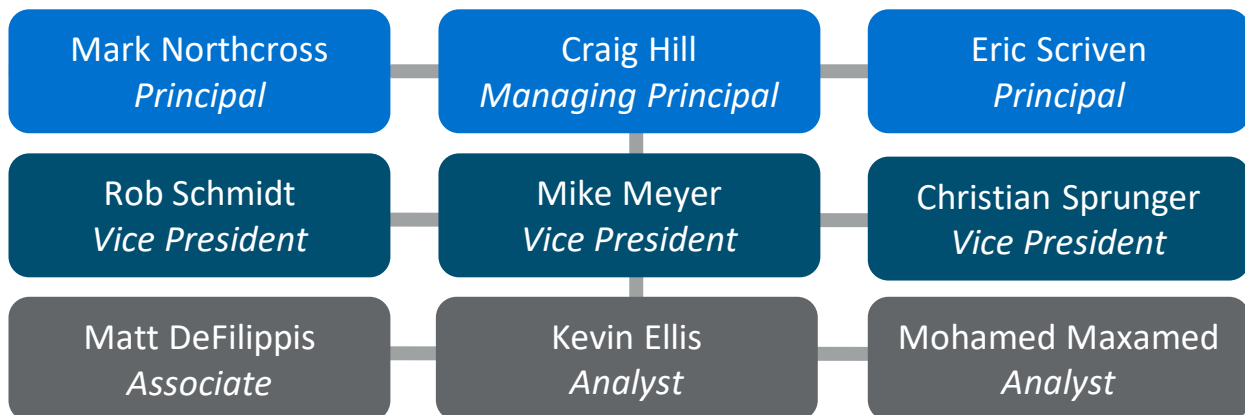
NHA works as an extension of staff. We develop the analysis, financial models, schedules, staff reports, presentations, and implementation plans needed to move a project from an initial question to an informed decision and, when appropriate, through financing and post-issuance compliance.

NHA Advisors, LLC – Company Information	
Organization Type	California Limited Liability Company (LLC)
Principals	Craig Hill, Mark Northcross, and Eric Scriven Craig Hill, Managing Principal Email: Craig@NHAadvisors.com
Assigned Day-to-Day Contact	Phone: (415) 785-2025 x2001 Fax: (415) 506-3401 Address: See “Headquarters” below
Number of Registered Municipal Advisors on Staff	9
Registrations with Regulatory Bodies	SEC and MSRB
Headquarters	4040 Civic Center Drive, Suite 200 San Rafael, CA 94903
Website	www.NHAadvisors.com
Years in Business	DBA: NHA Advisors, LLC 2011-Present DBA: Northcross Hill & Ach 2000-2011

NHA is registered with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). Our entire municipal advisor team maintains their Series 50 in good standing with the MSRB and SEC.

There is no pending or threatened litigation or sanctions levied against any of NHA’s staff. Craig Hill (Managing Principal) will be the primary contact for the City. His contact information is listed in the table above titled “NHA Advisors, LLC – Company Information”. NHA’s organizational structure is provided below.

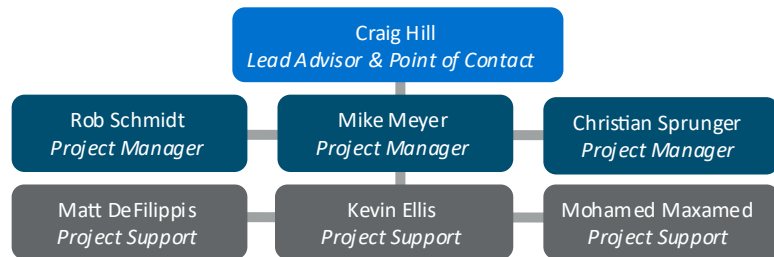
NHA Advisors, LLC – Organizational Chart



4. PERSONNEL

NHA's proposed project team assigned to the City will consist of the seven advisors listed in the adjacent chart. Craig Hill, NHA's senior advisor, will be directly involved throughout the engagement. He will serve as Lead Advisor and the City's day-to-day contact, and Mike Meyer, Christian Sprunger, and Rob Schmidt will support Mr. Hill in the management of each of the City's projects. Christian Sprunger is NHA's expert on utility financing including State and Federal loan programs. Mike Meyer leads NHA's pension and fiscal sustainability practice and would be dedicated to the City's General Fund projects. Rob Schmidt heads NHA's development/land-secured practice for CFD, Assessment, and EIFD formations and debt issuance along with leading NHA's continuing disclosure services division. Additional support will be provided by NHA's quantitative support team, consisting of Matt DeFilippis (Associate), Kevin Ellis (Analyst), and Mohamed Maxamed (Analyst). All of NHA's assigned personnel will be managed from NHA's San Rafael headquarters and will be available for the full duration of the contract.

NHA's Assigned Personnel



CRAIG HILL, MANAGING PRINCIPAL | **ROLE: LEAD ADVISOR & DAY-TO-DAY CONTACT**



Responsibilities

- Day-to-day contact for the City
- Provides strategic guidance on financing options, credit considerations, and long-term financial planning

Qualifications

- ✓ A founding member of NHA with 37 years of experience as a public finance professional
- ✓ Technical expertise in GO bonds, certificates of participation, tax and revenue anticipation notes, utility revenue bonds, and land-secured bonds
- ✓ Expertise includes advising on financial policies for CA public agencies
- ✓ MSRB Series 50 license

MIKE MEYER, VICE PRESIDENT | **ROLE: PROJECT MANAGER (FISCAL SUSTAINABILITY AND GENERAL FUND)**



Responsibilities

- Back-up communicator with City staff
- Works in conjunction with NHA's Lead Advisor to provide advice and guidance to the City
- Provides primary quantitative & technical analysis
- Provides primary review of legal and disclosure documents

Qualifications

- ✓ 22 years in public finance, with half of that time spent as an underwriter
- ✓ Leads NHA's Pension and Fiscal Sustainability Group; he has completed over 200 bond financings totaling more than \$10 billion and has advised over 100 cities on CalPERS cost management
- ✓ MSRB Series 50 license

ROB SCHMIDT, VICE PRESIDENT | ROLE: PROJECT MANAGER (DEVELOPMENT & CONTINUING DISCLOSURE)


Responsibilities	Qualifications
• Back-up communicator with City staff • Works in conjunction with NHA's Lead Advisor to provide advice and guidance to the City • Provides primary quantitative & technical analysis • Provides primary review of legal and disclosure documents	✓ A founding member of NHA with 22+ years of experience as a public finance professional ✓ Leads NHA's Continuing Disclosure Compliance Practice; he is an expert in evaluating and implementing diverse revenue measures (GO, parcel, and sales tax) and financing structures such as special tax and assessment bonds ✓ MSRB Series 50 license

CHRISTIAN SPRUNGER, VICE PRESIDENT | ROLE: PROJECT MANAGER (UTILITIES & FEDERAL/STATE LOANS)


Responsibilities	Qualifications
• Back-up communicator with City staff • Works in conjunction with NHA's Lead Advisor to provide advice and guidance to the City • Provides primary quantitative & technical analysis • Provides primary review of legal and disclosure documents	✓ Has worked in California public finance since 2016, completing over 100 financings totaling more than \$2.2 billion ✓ A specialist in the utility space and federal/state loan programs; he is NHA's lead for WIFIA loans (having worked on \$790 million in such loans) and equipment lease/purchase financing ✓ MSRB Series 50 and Series 54 licenses

MATT DEFILIPPIS, ASSOCIATE | ROLE: QUANTITATIVE SUPPORT & PROJECT SUPPORT


Responsibilities	Qualifications
• Provides quantitative support and other project support to NHA's senior advisors • Oversees NHA's supporting analysts • Assists with forecasting modeling, debt capacity analysis, and other fiscal sustainability analysis • Reviews legal and disclosure documents	✓ Has worked in public finance since joining NHA in 2021 ✓ Serves as the quantitative support lead, providing deal support for over \$880 million in financings; his technical specialties include financial forecasting and CalPERS pension liability analysis ✓ MSRB Series 50 license

KEVIN ELLIS & MOHAMED MAXAMED, ANALYSTS | ROLE: QUANTITATIVE SUPPORT & PROJECT SUPPORT

Responsibilities

- Provide quantitative support and other project support to NHA's senior advisors
- Provide research and credit rating support

Qualifications

- ✓ Joined NHA Advisors in August 2025
- ✓ Provide support throughout the funding process via technical research, due diligence, bond cashflow modeling, and refinancing evaluations
- ✓ MSRB Series 50 licenses

5. QUALIFICATIONS & REFERENCES

A. Overview of NHA's Relevant Experience & Approach to Client Management

Prior Experience with the City of Seaside

NHA has provided municipal advisory services to the City since early 2022, following our engagement through the 2021 RFP process. Since then, our work has included support for the Campus Town development project, financing for fire and street sweeper equipment, evaluation of water project financing options and participation in Marina Coast Water District discussions, analysis of new fire station funding options, implementation of a citywide services CFD, fiscal forecasting support including pension UAL projections, and review of City financial policies. This work has required regular coordination with the City Attorney, Public Works, and Finance departments, as well as support for Council presentations and agenda materials.

NHA served as municipal advisor to the Fort Ord Reuse Authority until its dissolution. In that role, our firm developed a creative financing structure that enabled the final bond issuance needed to provide most of the cleanup funds before properties were transferred to neighboring cities. As a result, we have a detailed understanding of the financing, infrastructure, and implementation challenges associated with former Fort Ord properties and the redevelopment opportunities now before the City.

NHA takes a long-term, practical perspective when working with public agencies. We are proactive when City staff identify the next priority issue, while remaining mindful of staff capacity and day-to-day responsibilities. Our approach is to provide timely, targeted support without creating unnecessary work or embedding ourselves in the organization for its own sake. NHA is structured to respond quickly to project inquiries and to deploy the right staff resources as needed to meet deadlines established by the City.

NHA has provided municipal advisory services to several California public agencies experiencing similar financial pressure to the City. Our recent engagements have included providing **pension liability strategies** (Gilroy, Morro Bay, Paso Robles, Pleasanton, Salinas, Santa Cruz, Santa Rosa, Scotts Valley, Sebastopol), **fiscal forecasting** (Los Gatos, Salinas, San Pablo, Santa Barbara, Sausalito, Sebastopol, South Pasadena) and **debt capacity analyses** (Gilroy, Newark, North Marin Water District, Salinas, San Rafael, Walnut Creek).

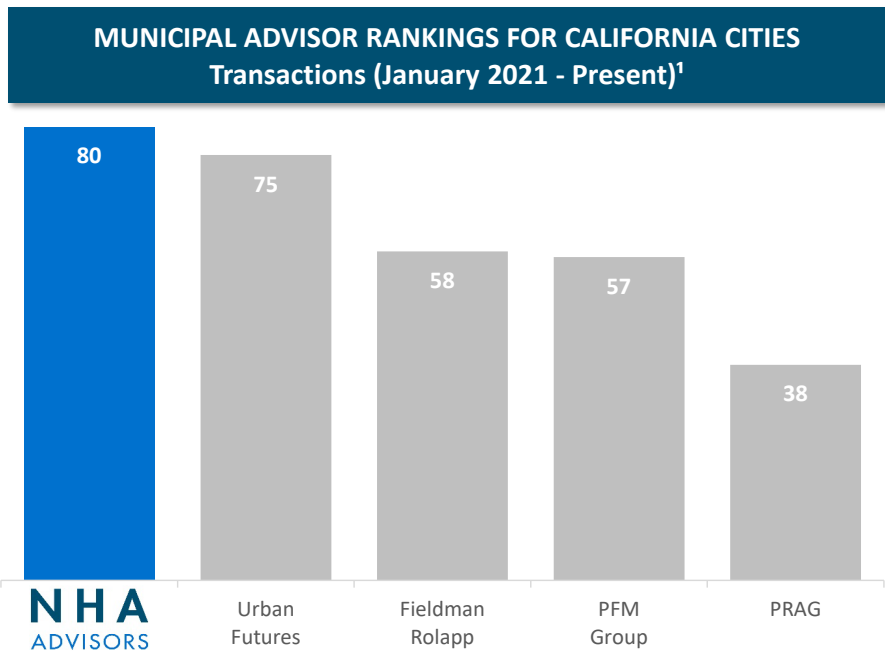
The central financing question facing the City is how to fund the infrastructure needed to realize the economic potential of the former Fort Ord property while maintaining fiscal sustainability and protecting existing residents from disproportionate cost burdens.

Based on NHA's work with the City over the last five years, the City has not historically implemented development impact fees at levels sufficient to meet identified infrastructure and facility needs. Without an established fee program, the City will likely need to rely on major developments to address these needs through the entitlement process and inclusion of funding through the development agreements. For the Campus Town development project, however, the entitlement process did not require funding for major infrastructure improvements outside the development itself or formation of a CFD to provide a supplemental services revenue stream. Ideally, the Main Gate development (and other future projects) can be approved with funding requirements to mitigate the financial impact on existing residents and property owners.

NHA believes the City must take a broad and comprehensive view of future development opportunities to create revenue strategies sufficient to meet future infrastructure costs. While the citywide CFD for public safety services will supplement future property tax revenues, it is imperative that the City Council adopt policies requiring new development to fund its fair share of major infrastructure, public safety facilities, and ongoing municipal service impacts.

Bond Financing and Debt Management Expertise

NHA has advised on the principal financing structures relevant to the City, including general obligation bonds, lease revenue bonds and certificates of participation, utility revenue bonds, sales tax and tax allocation bonds, CFDs and assessment districts, bank placements, state and federal loans, and short-term notes. NHA's commitment to California cities is demonstrated by the fact that NHA has been the #1 municipal advisor, by number of bond transactions for California cities, since 2021 (Source: California State Treasurer as of July 2, 2026; excludes commercial paper and conduit financings; January 2021-present). For each transaction, NHA leads affordability analysis, credit strategy, financing-team selection, document review, sale execution, closing, and post-issuance support.



¹ Source: California State Treasurer as of 7/2/2026; excludes commercial paper and conduit financings

Water and Sewer Infrastructure

NHA's utility practice combines rate and revenue modeling, debt-capacity and coverage analysis, credit strategy, and capital funding. We have served utilities facing drought, affordability constraints, major treatment and conveyance projects, and the need to coordinate multiple funding agencies. Our objective is to identify the lowest-cost, most flexible capital stack available. Depending on the project, that may include grants, SRF or WIFIA loans, USDA financing, reserves, rate revenue, bank loans, public bonds, or a combination of sources.

Since 2020, NHA has worked on 49 water/wastewater financings (~\$1.49 billion) for 35 distinct California public agencies, 18 of which are special districts and 17 are cities. This includes 6 Water Infrastructure Finance and Innovation Act ("WIFIA") loans from the U.S. Environmental Protection Agency ("EPA"). Based on our experience, we know when alternative financing vehicles, such as WIFIA, SRF, IBank, and other government-sponsored programs are a realistic option and can advise staff accordingly. In addition to the 6 WIFIA loans that have closed, NHA is currently working on 4 WIFIA loan projects for our clients.

NHA Approach to Client Management

NHA maintains long-term relationships with the majority of its public agency clients by first developing a deep understanding of the agency's structure, delivered services, CIP programs and other financial aspects. NHA also maintains a complete debt profile (including equipment leases) to track future debt payments and evaluate refinancing opportunities.

Once our due diligence and initial analysis is complete, NHA staff is available to provide advisory support for most finance-related issues that City staff will require which might include:

- New revenue options
- Potential development impact and financing options
- CIP funding strategies
- Debt capacity analysis
- General Fund forecasting and pension UAL payment options
- Continuing Disclosure reporting
- Credit agency reporting and responses

NHA believes that maintaining a strong understanding of the unique organizational structure, political challenges, capital improvement programs (across all enterprises and general fund services) and financing health of the operating funds, allows us to react quickly to questions, ideas or demands from the City Council or staff. NHA invests heavily in the initial research and due diligence work required to understand more than just what is in the financial statements and public budget documents.

Project Management

NHA has extensive examples and experience with managing the implementation of a funding strategy (or financing). We respect that City staff are not thinking or working on financing programs daily and our extensive focus allows NHA staff to lead and manage the process while keeping City staff up to date and educated. Our primary focus is to provide the City with understandable option to consider and select from (without being too technical).

Case Study: Pajaro Valley Water Management Agency ("PV Water") Holistic Funding

PV Water needed to finance a \$160 million capital program consisting of two project components with different construction and permitting timelines. EPA requirements prevented WIFIA funds from being disbursed until permitting was complete for both components, delaying access to funding for work already underway. NHA developed a comprehensive financial plan and helped PV Water implement a financing structure consisting of two WIFIA loans and two series of matching bonds. By separating the capital program into two WIFIA-defined projects, PV Water could immediately finance the component under construction while preserving WIFIA funding for the component still in design and permitting. NHA also successfully advocated for the use of a bond-insurer reserve surety policy—the first such structure used for a WIFIA loan—to satisfy the debt service reserve requirement without funding the reserve with bond proceeds. PV Water closed both WIFIA loans simultaneously in February 2024, securing a majority of the funding needed for the capital program while avoiding construction delays. The reserve surety structure eliminated the need to borrow additional funds for a cash-funded reserve and is estimated to save PV Water approximately \$3 million on a present-value basis.



pvwater.org

Revenue Strategy, Fiscal Capacity, and Long-Term Planning

NHA has provided comprehensive advisory services to over 125 California cities and special districts that include the analysis and evaluation of revenue enhancement as recurring revenue streams have failed to keep up with increasing operating expenses.

In addition, NHA has developed proprietary debt capacity models that allow the City to understand the potential financing capacity available given projected annual revenues. Our model will also incorporate anticipated future obligations as part of larger, capital project funding program that may include 10+ years in project phasing requiring multiple series of bonds or loans.

Case Study: City of Sebastopol Fiscal Sustainability Project

In 2022, NHA Advisors was hired by the City of Sebastopol to evaluate the current fiscal condition of the City, including reviewing past trends and building out a projection model to forecast future scenarios based on different economic assumptions. As part of this process, NHA helped the City identify and analyze the largest potential challenges the City is facing, including rising CalPERS pension costs, inflation/labor costs, capital funding needs and potential legislative changes that could impacted sales tax revenue. After several meetings with staff and the City's budget committee over a 6-month period, NHA performed extensive analysis related to strategies that City and its Council could consider in order to close the widening structural deficit. Some of these strategies included various revenue measures (Sales Tax, Parcel Tax, GO Bond, TOT, UUT, Cannabis) as well as cost containment strategies, such as utilizing a Section 115 Trust to help smooth impending mountain peak in CalPERS UAL payments.



Pension, OPEB, and Long-Term Liability Analysis

Over the past 12 years, NHA's Pension Group, led by Mike Meyer, has worked with more than 100 California public agencies to develop strategies and policies to manage CalPERS liabilities. Our expertise and services include quantitative analysis of historical trends and projected costs, sensitivity/risk analysis and scenario modeling, evaluating options to address rising pension costs (i.e., Section 115 Trust, UAL pay-downs (ADPs), hard and soft Fresh Starts, pension bonds and POB risk assessment, etc.), creating and enhancing pension funding policies and presenting findings and alternatives to elected officials, staff, and union representatives at public and informal meetings.

Case Study: City of Walnut Creek Pension Strategy Project

NHA worked with the city of Walnut Creek in early 2025 to (1) educate stakeholders about their CalPERS pension liability, (2) provide stress testing scenario modeling to account for potential changes to the discount rate in the future, (3) develop a customized model that helped optimize the timing and amounts of Section 115 Trust deposits and withdrawals, and (4) review and support potential changes to the city's pension funding policy. **The city had projected sizeable General Fund deficits caused by rising pension increases and needed a "fresh look" at how their Section 115 Trust assets could be best leveraged.** Ultimately, NHA, in conjunction with city staff, delivered a presentation to city council that garnered unanimous support to amend their budget and reserve policies.



Continuing Disclosure Services

NHA has extensive experience assisting public agencies with continuing disclosure compliance, including MSRB Rule 15c2-12 filings, CDIAC reporting, private placement reporting, and other disclosure obligations.

Many California public agencies face staffing constraints and turnover, which can make continuing disclosure monitoring and investor reporting difficult to manage alongside day-to-day finance operations. NHA supports this function through a structured review and reporting process designed to promote accurate and timely filings. As part of that process, NHA monitors rating agency publications related to bond ratings and other investor-relevant developments. This support is intended to help maintain continuity in disclosure compliance during periods of staff transition or limited internal capacity.

NHA offers a full array of continuing disclosure compliance services that span a variety of reporting, including:

- Federal reporting on EMMA
- CDIAC reporting
- State loans (i.e., SRF, SWRCB, DWR, etc.)
- Federal loans (i.e., EPA/WIFIA, USDA, etc.)
- Privately placed debt

Similar Contracts

The table below lists the California public agencies for which NHA is presently under contract and that have projects with a scope similar to the City's RFP.

American Canyon	Lakeport	San Rafael
Arcata	Lancaster	Santa Barbara
Berrenda Mesa Water District	Los Gatos	Santa Clara Valley Open Space Authority
Big Bear Area Regional Wastewater Agency	Mendota	Santa Cruz
Calabasas	Morgan Hill	Santa Paula
Calaveras County Water District	North County FPD	Santa Rosa
Calistoga	North of River Sanitary District	Sausalito
Campbell	Novato	Sebastopol
Central Basin MWD	Orange County Mosquito and Vector Control District	Solvang
Chico	Oroville	Sonoma County Fire District
Citrus Heights	Oxnard	South Lake County FPD
Citrus Heights Water District	Pajaro Valley Water Management Agency	Stockton East Water District
Clearlake	Palmdale Water District	Torrance
Consolidated Irrigation District	Paradise Recreation and Park District	Tulare
Corcoran	Paso Robles	Turlock
Cotati	Pinole	Ukiah
Desert Recreation District	Pittsburg	Ventura
El Cajon	Pleasant Hill	Vista
El Centro	Rancho Cordova	West County Wastewater District
Gilroy	Rancho Santa Fe FPD	West Valley Water District
Gonzales	Richmond	Windsor
Hanford	Riverside	Yuba City
Hayward	Salinas	Yuba Water Agency
Industry	San Carlos	
Laguna Beach County Water District	San Pablo	

Relevant Experience of NHA's Personnel

Below is a description of relevant experience for NHA's assigned personnel over the past three (3) years.

CRAIG HILL, MANAGING PRINCIPAL

- *City of El Cerrito (CIP Funding Strategies, Sales Tax Revenue Measure, Library Funding Options, Fire Station Funding)*
- *City of Gilroy (Civic Center/Fire/Recreation Facilities Funding Options, GO Bond authorization, UAL pension liability analysis)*
- *City of Napa (Land Acquisition funding option, wastewater CIP financing, energy efficiency/solar equipment financial analysis)*
- *City of Oxnard (General Fund cash flow & debt capacity analysis, sales tax measure revenue analysis, water/sewer bond financing, fire station funding options, pension liability analysis, street improvement funding options)*
- *City of Paso Robles (GO Bond authorization, CFD formation and bond financing, financial policy development, bonding capacity analysis, water storage financing, library/park financing, solar array funding analysis)*
- *City of Salinas (General fund forecasting, sewer rate study/CIP funding, solar equipment feasibility analysis & financing, sewer bonds, police & library improvement financing, development CFD analysis, EIFD evaluation)*
- *City of Santa Rosa (Fire station/acquisition debt capacity analysis, pension liability strategy development, sewer improvement financing, city council education workshops,*
- *City of Santa Cruz (GO Bond authorization, downtown redevelopment funding strategies, pension liability analysis, utility bonding capacity, IBank loan analysis, parking garage financing)*
- *City of Torrance (Sales tax revenue measure, civic center funding strategies, building acquisition financing analysis, pension obligation bonds, transit center financing, street improvement financing)*
- *City of Walnut Creek (Sales tax measure, debt capacity analysis, aquatic park project funding plan development, recreation project financing, pension liability analysis and presentation)*

MIKE MEYER, VICE PRESIDENT

- *Pension Strategy/Consulting Projects for the Cities of San Carlos, Pleasanton, Walnut Creek, Santa Rosa, Newark, Riverside, Oxnard, Ukiah, Vista, Santa Cruz, Salinas, Carmel, Morro Bay, Richmond, Corte Madera, \$70M City of Vista Lease Revenue Bonds (2025), \$30M City of Turlock Street/Roads Financing (2025), \$150M City of Riverside Sewer Revenue Refunding Bonds (2025), City of Oceanside Climate Adaptation Funding Strategies Project (2025-2026)*

ROB SCHMIDT, VICE PRESIDENT

- *Multiple Berkeley GO authorizations and bond issuances; Multiple San Francisco bond financings including 2023 COPs; Paso Robles 2025A Special Tax Bonds (IA 1 & IA 2); Formation of CFDs and the issuance of multiple Special Tax Bonds for the City of Rancho Cordova; Leads NHA's Continuing Disclosure Compliance Group*

CHRISTIAN SPRUNGER, VICE PRESIDENT

- *Stockton East Water District WIFIA Loan (in progress), Stockton East Water District 2025 Water Revenue COPs, Oxnard 2025 Wastewater Revenue Refunding Bonds, Hayward 2025 Wastewater Revenue Bonds, Palmdale Water District 2024 Subordinate Water Revenue Bonds, Palmdale Water District 2024 WIFIA Loan, Pajaro Valley Water Management Agency 2024 WIFIA Loans*

(Series A and B), Ventura 2023 WIFIA Loans (Water and Wastewater), Palmdale Water District 2023 Water Revenue Bonds (Senior Lien), Pajaro Valley Water Management Agency 2023 Water Revenue COPS

MATT DEFILIPPIS, ASSOCIATE

- *Walnut Creek 2025 Lease Revenue Bonds (Heather Farm Aquatic & Community Center Project), Berkeley 2025 Lease Revenue Notes, Berkeley 2025C GO Bonds (Measure O), Pension Strategy/Consulting Projects for the Cities of San Carlos, Pleasanton, Walnut Creek, Santa Rosa, Riverside, Ukiah, Vista, Salinas, Morro Bay, \$30M City of Turlock Street/Roads Financing (2025)*

KEVIN ELLIS, ANALYST & MOHAMED MAXAMED, ANALYST

- *Lancaster 2026A Lease Revenue Bonds, Salinas 2026 Fire Equipment Lease, Rancho Cordova CFD Special Tax Bonds, Walnut Creek 2025 Lease Revenue Bonds (Heather Farm Aquatic & Community Center Project), Pension Strategy/Consulting Projects for the Cities of Auburn, Riverbank, and Vista*

B. Examples of Relevant Work Products***Appendix A: City of South Pasadena 5-Year Financial Forecast Presentation & Technical Memorandum***

The city of South Pasadena needed a forward-looking financial planning tool and a clear presentation of its results to support the FY 2024-25 budget process. The project was intended to help city staff and the city council understand emerging financial challenges across the General Fund, special revenue funds, and enterprise funds, while also allowing users to evaluate how alternative revenue, expenditure, pension, and financing assumptions could affect future results.

NHA reviewed the city's historical financial statements, budgets, reserve policies, general-ledger data, and other relevant documents, and worked with staff to validate the inputs and desired outputs. NHA then developed a dynamic five-year model covering ten key funds, with interactive dashboards, detailed supporting schedules, debt and pension modeling capabilities, and both baseline and Great Recession-style scenarios; the findings were then distilled into a presentation for city council and staff.

Appendix B: City of Santa Barbara Utility Financing Capacity Memo

Santa Barbara was planning a significant Water and Wastewater capital program and needed to determine how much debt each utility could support, how different pay-go and borrowing strategies would affect financial metrics, and which external funding sources were available.

NHA developed dynamic Water and Wastewater pro formas using the city's adopted rates, HDR's updated operating forecasts, the revised CIP through FY 2035-36, and the terms and covenants of the utilities' existing obligations. The analysis tested different combinations of pay-go funding, reserves, SRF or WIFIA loans, and market-rate debt, while also examining credit-rating impacts and the potential use of deferred or wraparound debt structures.

Appendix C: Sonoma County Fire District Financial Projection & Fire Station Funding Analysis

The District needed a ten-year financial forecast and financing-capacity analysis to determine whether it could fund two new fire stations and how the allocation of Measure H revenues would affect borrowing capacity.

NHA projected the District's major revenues, operating expenses, capital outlay, and CalPERS costs and then evaluated four financing scenarios. These scenarios tested a \$44 million financing, the maximum borrowing that could be supported without annual deficits, as well as an increased Measure H facilities allocation. NHA presented the information to District staff. The project is currently ongoing.

C. NHA's Commitment to GFOA "Best Practices"

NHA follows GFOA best practices for debt management, selecting finance professionals, and determining the method of sale. Our process begins with an objective review of the financing need, available alternatives, structure, risks, and implementation requirements.

As the City's independent municipal advisor, NHA owes the City a fiduciary duty. We recommend competitive processes when appropriate and clearly document when a negotiated sale, private placement, or other approach better serves the City's objectives.

NHA uses written RFP processes for underwriters, placement agents, bond and disclosure counsel, and other financing professionals when appropriate. We evaluate qualifications, fees, distribution capabilities, conflicts, and proposed approach, and we help clients maintain debt policies and post-issuance compliance consistent with GFOA guidance.

GFOA Best Practices for the Sale of Bonds

Selecting and Managing the Method of Sale of Bonds

- Some Reasons for Competitive Sale: Higher rating; GO Bonds or secured by strong revenue stream; standard structuring; well known issuer
- Some Reasons for Negotiated Sale: Lower rating; unique or innovative structure; sale during/after period of market volatility; target underwriting participation to include smaller underwriting shops; refunding transactions

Selecting and Managing Municipal Advisors

- Hire MA prior to undertaking a debt financing
- Select through competitive RFP process
- Structure compensation to minimize conflict of interest for advisor

Selecting Bond Counsel

- Select through competitive RFP process
- Structure compensation to minimize conflict of interest

Selecting Underwriters for Negotiated Bond Sales

- Select through formal RFP process; document selection process
- Focus on capabilities of the firm and ability to sell the financing, in addition to fees

Pricing Bonds in a Negotiated Sale

- Clearly communicate goals of bond sale to underwriter, define objectives
- Develop database of comparable transactions, detailing structure and key characteristics
- Evaluate performance of the underwriter relative to costs

D. References

NHA's references can provide the City with frank, detailed evaluation of our approach and processes towards projects. We encourage you to reach out to these references for more information about how NHA approaches our projects with a goal of providing an unparalleled level of municipal advisory services.

Name Title	Project Location	Description of Service Provided	Contact Information
Selina Andrews <i>Finance Director</i>	City of Salinas	Full scope of advisory work including fire equipment, energy efficiency, sewer rate analysis, bonding capacity, CIP funding strategies, ongoing continuing disclosure compliance services	Selina.Andrews@Salinas.gov (831) 758-7420
Scott Wagner Chief Financial Officer	City of Santa Rosa	Full scope of advisory work including property acquisition analysis, debt capacity analysis, fire station building acquisition funding strategies, sewer improvement financing, pension liability financing plan development	SWagner@SRCity.org (707) 543-4670
Harjot Sangha <i>Finance Director</i>	City of Gilroy	Advisory services since 1999 including general fund/pension liability analysis, water/sewer CIP, Recreation projects, fire station financing, ongoing continuing disclosure compliance services	Harjot.Sangha@cityofgilroy.org (408) 846-0294
Ryan Cornell <i>Administrative Services Director</i>	City of Paso Robles	Advisory services since 1996 including voter-approved GO Bond authorization, financial policy development, elected official education, CFD formation and bond issuance, developer negotiations, ongoing continuing disclosure compliance services	RCornell@prcity.com (805) 237-3999

6. CONFLICT OF INTEREST DISCLOSURE

NHA **has not engaged in any** finder's fees, fee splitting, payments to consultants, or other contractual arrangements which would constitute a real or perceived conflict of interest.

NHA **does not have** an affiliation or relationship with any broker-dealer, **nor has any** NHA personnel who would provide advice to the City been associated with a broker-dealer firm within the two years preceding this RFP.

NHA has served the City as its municipal advisor under a prior engagement. NHA **has not** provided underwriting, placement agent, broker-dealer, investment banking, developer advisory, or other financial services to the City, City-related entities, developers, or financing counterparties within the past three (3) years.

NHA **does not** anticipate seeking any role other than municipal advisor in connection with a City financing.

7. INVESTIGATION & DISCIPLINARY ACTION DISCLOSURE

NHA **has not had any** pending investigations, enforcements, or disciplinary actions taken within the past three years by the SEC, FINRA, MSRB, or other regulatory bodies.

8. FEE PROPOSAL

NHA proposes a two-phase compensation structure, which breaks our work into (1) On-Call General Municipal Advisory Services and (2) Financing Execution. Details and rationale for each phase are below.

On-Call General Municipal Advisory Services (Hourly)

For municipal and financial advisory services not specifically related to the issuance of any municipal bonds or loans, NHA will be compensated on staff time deployed for the City. Engagements requiring NHA resources will be identified early in each project scope, and an estimated time commitment and budget can be provided as requested.

For projects that result in the decision by City Council or senior staff, NHA will end billing at the hourly rate and begin work as defined in the Financing Execution section below.

Professional Services (Hourly)	2026 Rates ⁽¹⁾
Principal	\$370
Director / Senior Vice President	\$345
Vice President	\$320
Assist. Vice President / Sr. Associate	\$295
Associate	\$270
Senior Analyst	\$235
Analyst	\$210
Administrative	\$135
1) Hourly rates will escalate by 3% annually each January 1st (rounded to the nearest five dollars based on the prior year's rounded amount).	

Financing and Other Fixed Fee Services

For bond debt or loan financings, NHA proposes a contingent base fixed fee (paid at closing). The fee is based on financing structure, method of sale, approval process requirements (workshops, committees, council meetings), and the number of potential funding sources.

If the City elects to form a CFD for facilities or services which require NHA support and participation, a fixed fee of \$15,000 will be due at the time of initial bond financing (for facilities) or upon establishment of the services CFD.

The table below identifies the base not-to-exceed fees for each of the three methods of sale – (1) private placement with a private party or bank (requiring no public offering disclosure document), (2) negotiated public offering with a pre-selected underwriter, or (3) competitive public offering engaging an underwriter through a competitive sale.

Method of Sale (Base Not-to-Exceed Fee)	Fee
Direct/Private Placement (Bank Loan)	\$42,500
Public Offering – Negotiated Sale	\$47,500
Public Offering – Competitive Sale	\$52,500
Credit Rating Process (If required)	Fee
Credit Rating Process	\$10,000
CFD Formation Assistance Process	Fee
Facilities or Services	\$15,000
Request for Proposal Process (if required)	Fee
Broker-Dealer (Underwriter/Placement Agent)	\$7,500
Bond/Disclosure Counsel	\$2,500
Special Tax Consultant	\$3,000
Fiscal Consultant	\$1,500
Trustee	\$1,000

In-Person Meetings & Expenses

In-Person Meetings (Upon Request) – NHA will be available to attend virtual meetings and conference calls at no additional cost. In-person meetings will require travel reimbursement of \$1,500 (per attendee) to cover travel expenses.

Out-of-Pocket Expenses – Out-of-pocket expenses will be limited to those necessary for completion of the project and will be billed at cost plus a 15% markup for payment and processing (including sub-consultants invoices). For debt financings, a \$500 technology licensing and subscription fee will be charged for access to TM3, Munex, and other necessary applications and data.

APPENDIX A: CITY OF SOUTH PASADENA 5-YEAR FINANCIAL FORECAST PRESENTATION & TECHNICAL MEMORANDUM

CITY OF SOUTH PASADENA SPECIAL JOINT MEETING

5-YEAR FORECAST FINDINGS



NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

FEBRUARY 21, 2024

Table of Contents

- I. Model Overview
- II. Baseline Projection Scenario
- III. Recession Projection Scenario
- IV. Conclusion



I. MODEL OVERVIEW

Model Overview

- ▶ Analyzed 10 City funds
 - ▶ General Fund
 - ▶ Special Revenue Funds
 - ▶ Enterprise Funds
- ▶ **Dashboards** allow the user to enter growth rates for key revenue and expense line items to provide real-time updates to projections
- ▶ **Detail sheets** show more revenue and expense detail and give access to year-by-year growth rates for all revenues and expense line items (*designed for City finance staff*)

Funds Modeled

Governmental Funds

- ▶ General Fund (Fund 101)
- ▶ Prop A Local Return – Sales Tax (Fund 205)
- ▶ Prop C Local Return – Sales Tax (Fund 207)
- ▶ State Gas Tax (Fund 230)
- ▶ Measure R – Transportation Sales Tax (Fund 233)
- ▶ Measure M – Transportation Sales Tax (Fund 236)
- ▶ Road Maintenance & Rehabilitation (Fund 237)

Enterprise Funds

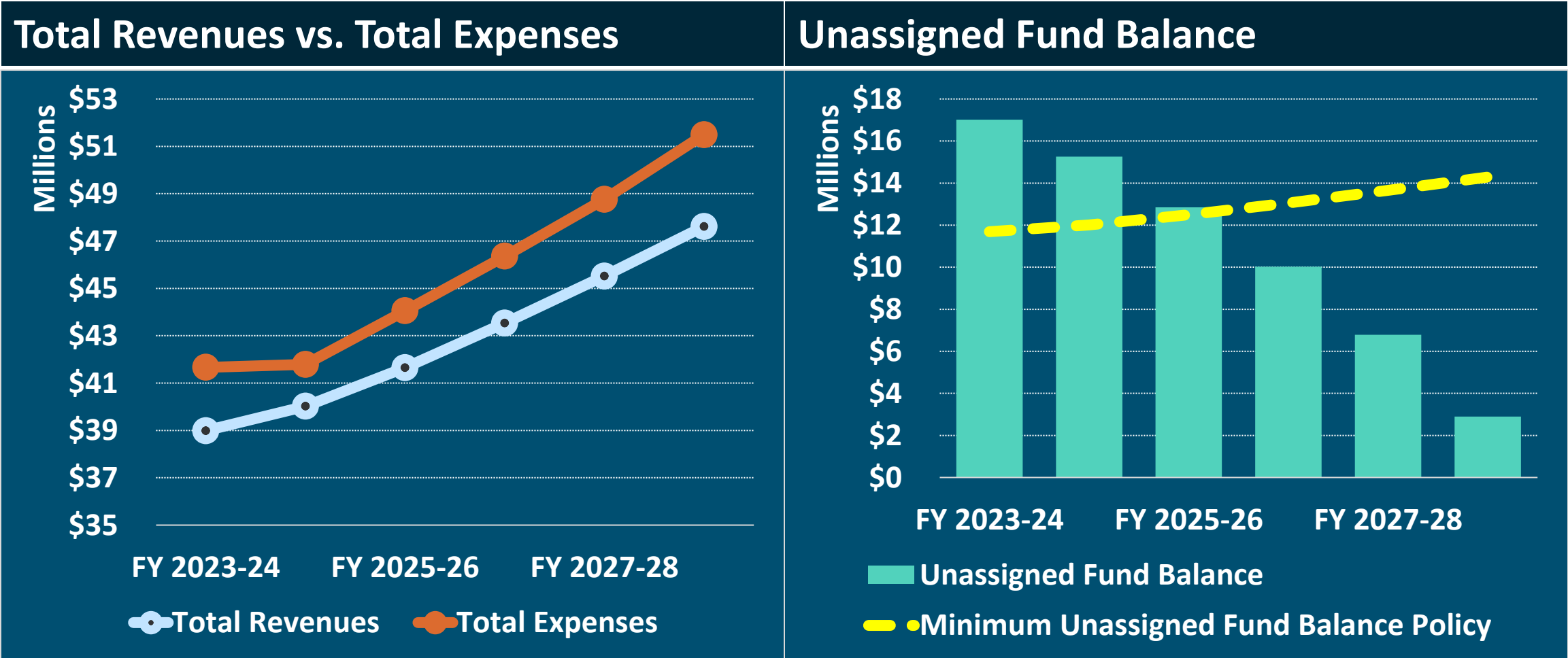
- ▶ Sewer (Fund 210)
- ▶ Golf Course (Fund 295)
- ▶ Water (Fund 500)

Example Dashboard

Uniform Growth Rate Inputs for 5-Year Forecast

<u>Revenues:</u>	<u>Baseline Growth Rate:</u>	<u>Overriding Growth Rate:</u>
Property Tax	5.77%	
Sales Tax	2.44%	
Other Taxes	6.48%	
Utility Users Tax	6.31%	
Licenses & Permits	-1.42%	
Use of Money & Property	3.20%	
Current Services-Community Development	3.00%	
Current Services-Community Services	-1.83%	
Current-Services-Fire	5.56%	
<u>Expenditures:</u>	<u>Baseline Growth Rate:</u>	<u>Overriding Growth Rate:</u>
Salaries	3.86%	
Salaries Temp	7.10%	
Overtime	5.28%	
Group Health Insurance	3.49%	
Operations & Maintenance	5.00%	
Professional Service	7.50%	
Financing	3.00%	
Contract Services	7.50%	
Utilities	13.00%	

Example Dashboard



Model Outputs

- ▶ Baseline Scenario reflects continuation of “historical statistics” FYE2018 - FYE2023
 - ▶ Identified one-time or unique changes that were adjusted for
 - ▶ Incorporated HdL Companies recent City projections
- ▶ Recession Scenario mimics FYE2008 – FYE2012 Great Recession, beginning in FYE2025
- ▶ The Baseline/Recession provide “outside band” of impact on City financial health
- ▶ Assumptions/Inputs can be modified to calculate impact on future revenues, expenditures and fund balance



II. BASELINE PROJECTION SCENARIO

General Fund Assumptions: Key Revenues

	FYE2018 to FYE2023 Compound Annual Growth Rate	Baseline Scenario Assumed Growth Rates
Property Taxes	5.8%	5.8%
Sales Tax ⁽¹⁾	5.6%	2.4%
Utility Users Tax	6.3%	6.3%
Other Taxes	6.5%	6.5%
Use of Money & Property ⁽²⁾	-11.6%	-30.7%
Current Services: Community Development	14.9%	3.0%
Current Services: Fire	5.6%	5.6%

(1) Historical sales tax growth rates after controlling for the benefits of Measure A. Sales Tax projections use the long-term projections provided to the City by HdL.

(2) Future Use of Money & Property revenues calculated assuming 4% interest earnings on the beginning year's General fund balance in FY 2024-25 and 3% annual interest earnings thereafter.

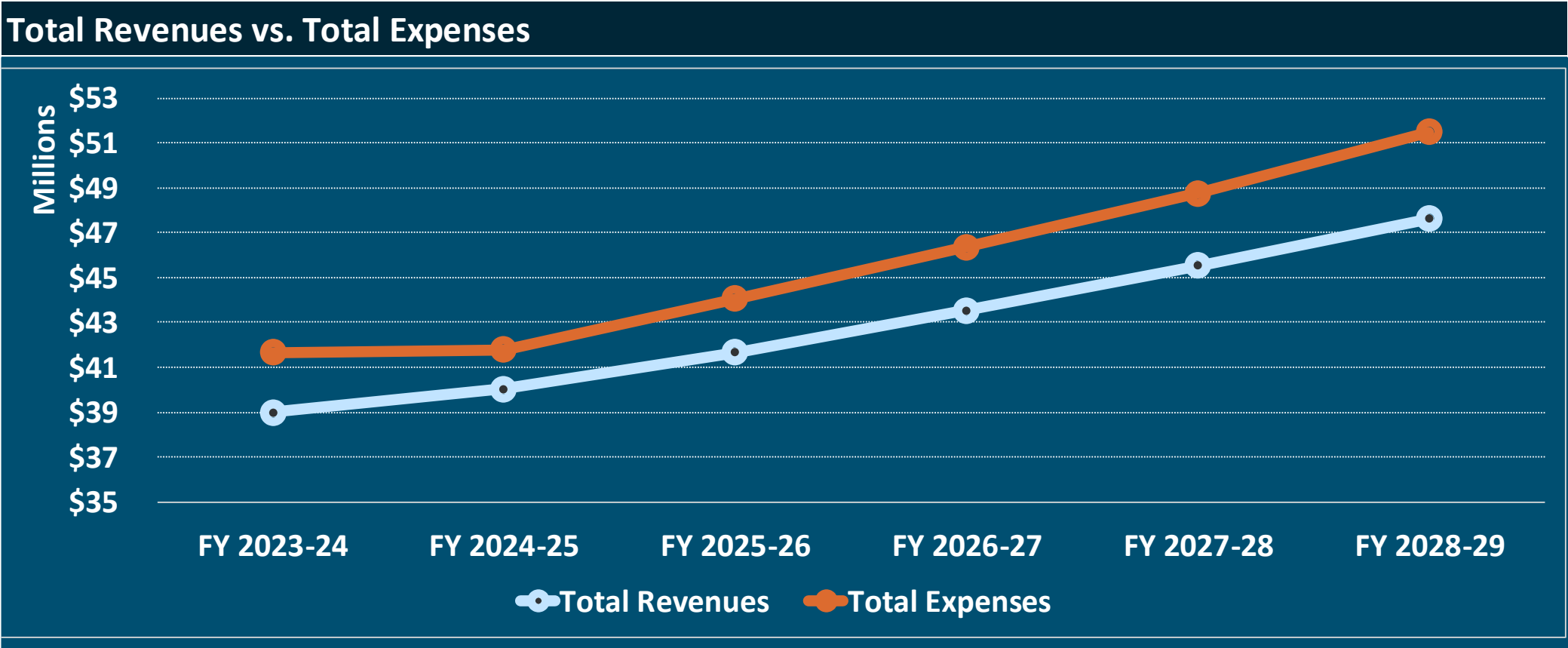
General Fund Assumptions: Key Expenses

	FYE 2018 to FYE 2023 Compound Annual Growth Rate	Baseline Scenario Assumed Growth Rates
Salaries	3.9%	3.9%
Salaries (Temp)	7.1%	7.1%
Overtime	5.3%	5.3%
CalPERS Retirement (Normal Cost) ⁽³⁾	10.7%	2.0%
CalPERS Retirement (UAL Payment) ⁽³⁾	10.7%	10.1%
Health Insurance	3.5%	3.5%
Professional Services	15.8%	7.5%
Contract Services	14.3%	7.5%
Utilities	27.1%	13.0%
Financing (Liability & Surety Bonds)	49.8%	3.0%
Capital Outlay	Avg: \$1,200,000	\$0

(3) Historical City financials combine CalPERS normal cost with unfunded actuarial liability payment.

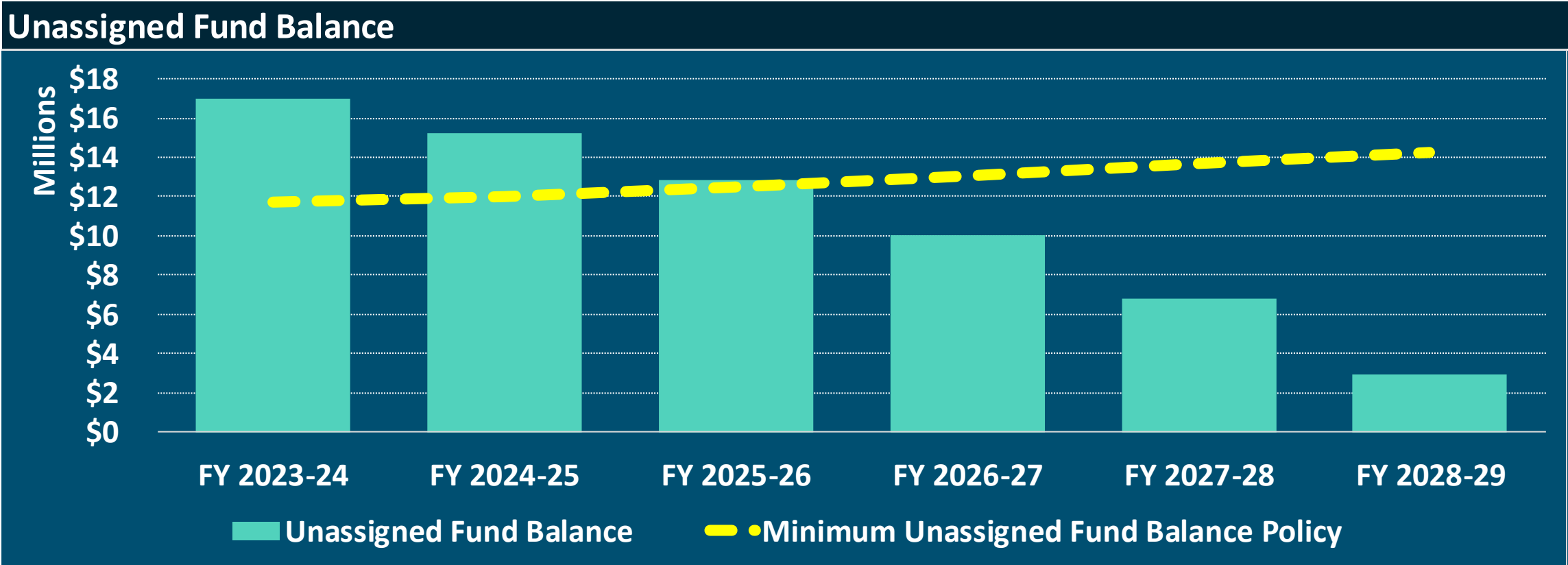
General Fund: Revenues and Expenses

- ▶ Expenses will outpace revenues each year of the five-year projection, with annual deficits ranging from \$1.8M in FY2024-25 to \$3.9M in FY2028-29

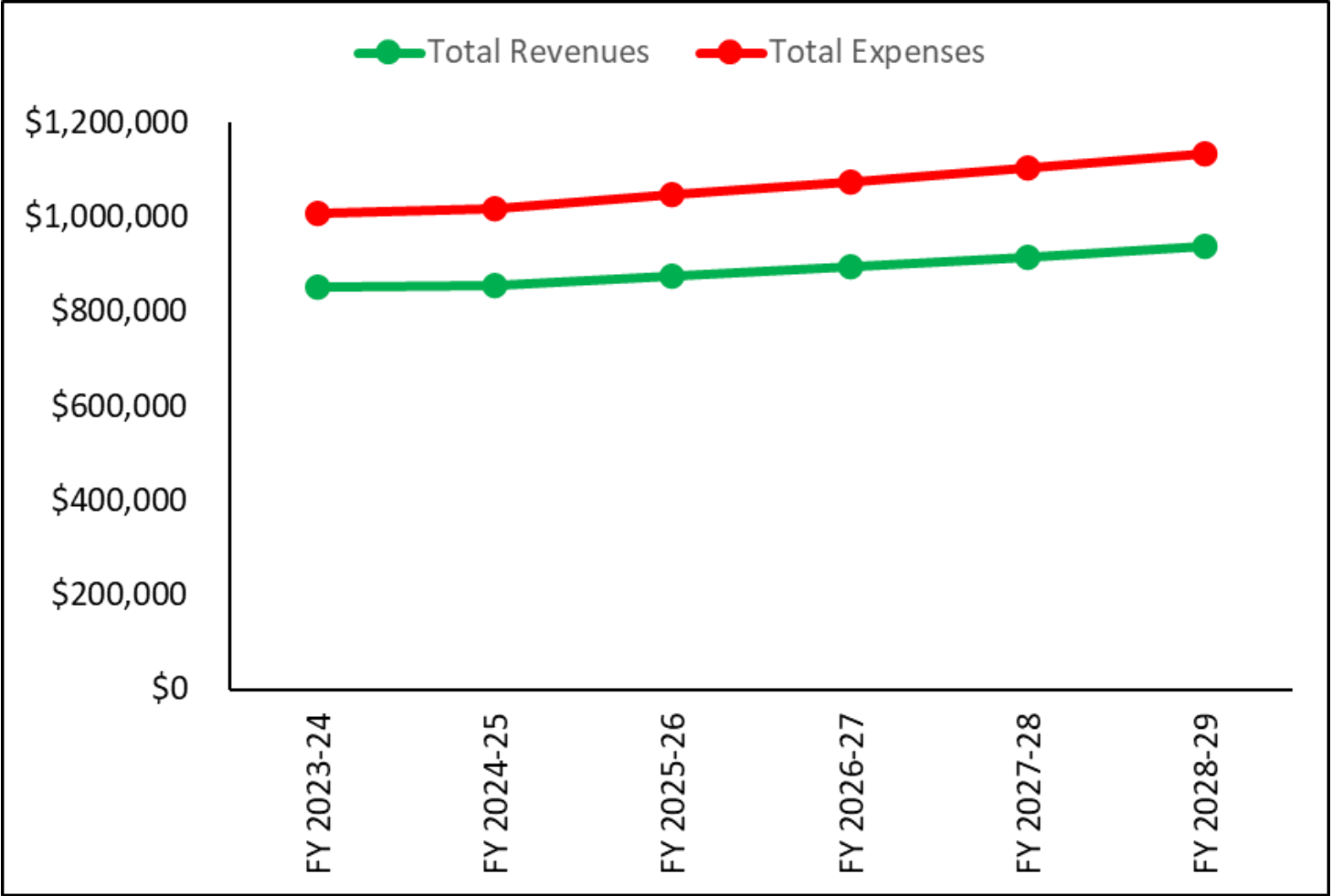


General Fund: Unassigned Fund Balance

- ▶ Unassigned fund balance exceeds City’s 30% reserve target in FYE2024 - FYE2026
 - ▶ Starting FYE2027, unassigned fund balance does not meet Policy limits

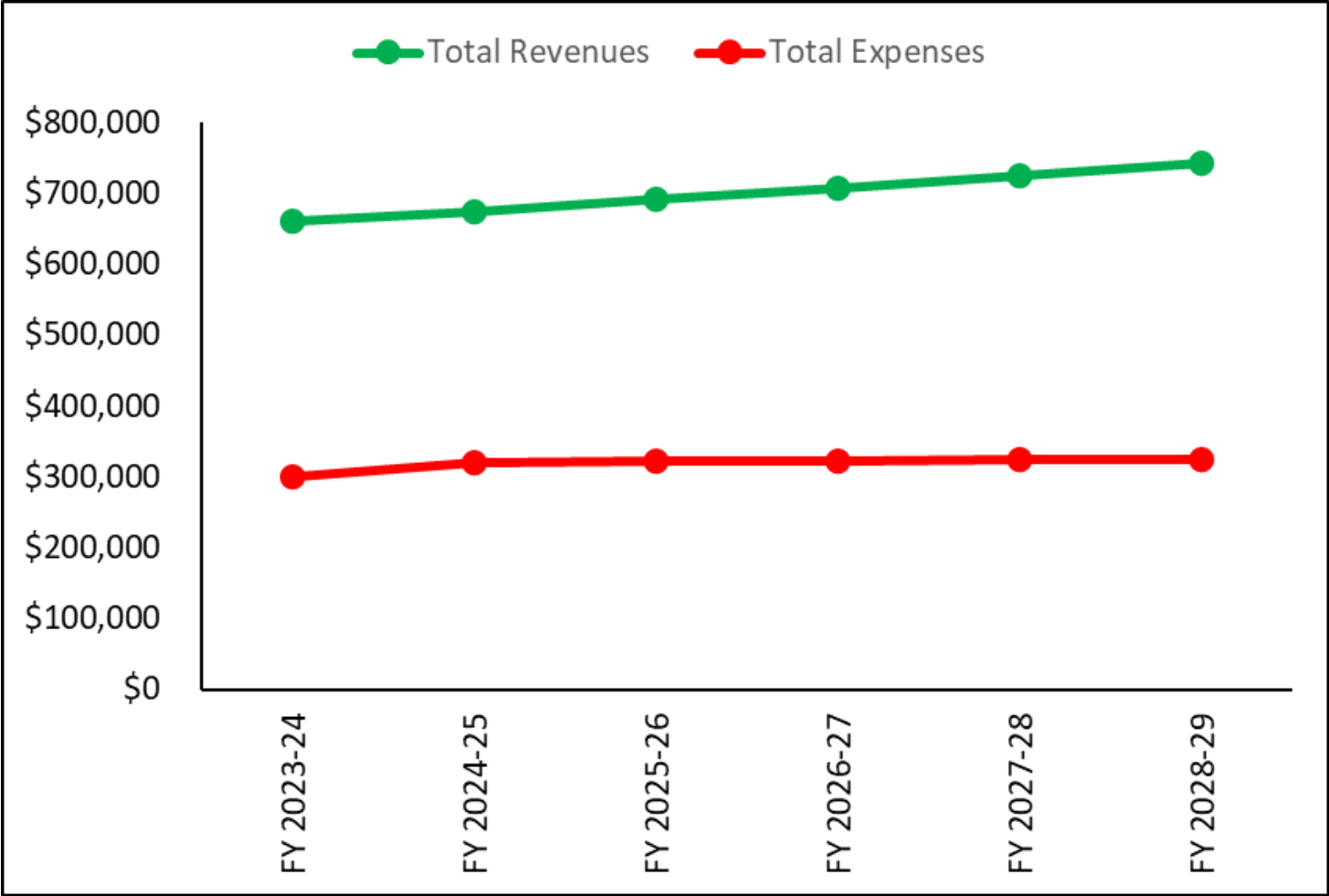


Special Revenue Funds: Prop A Sales Tax



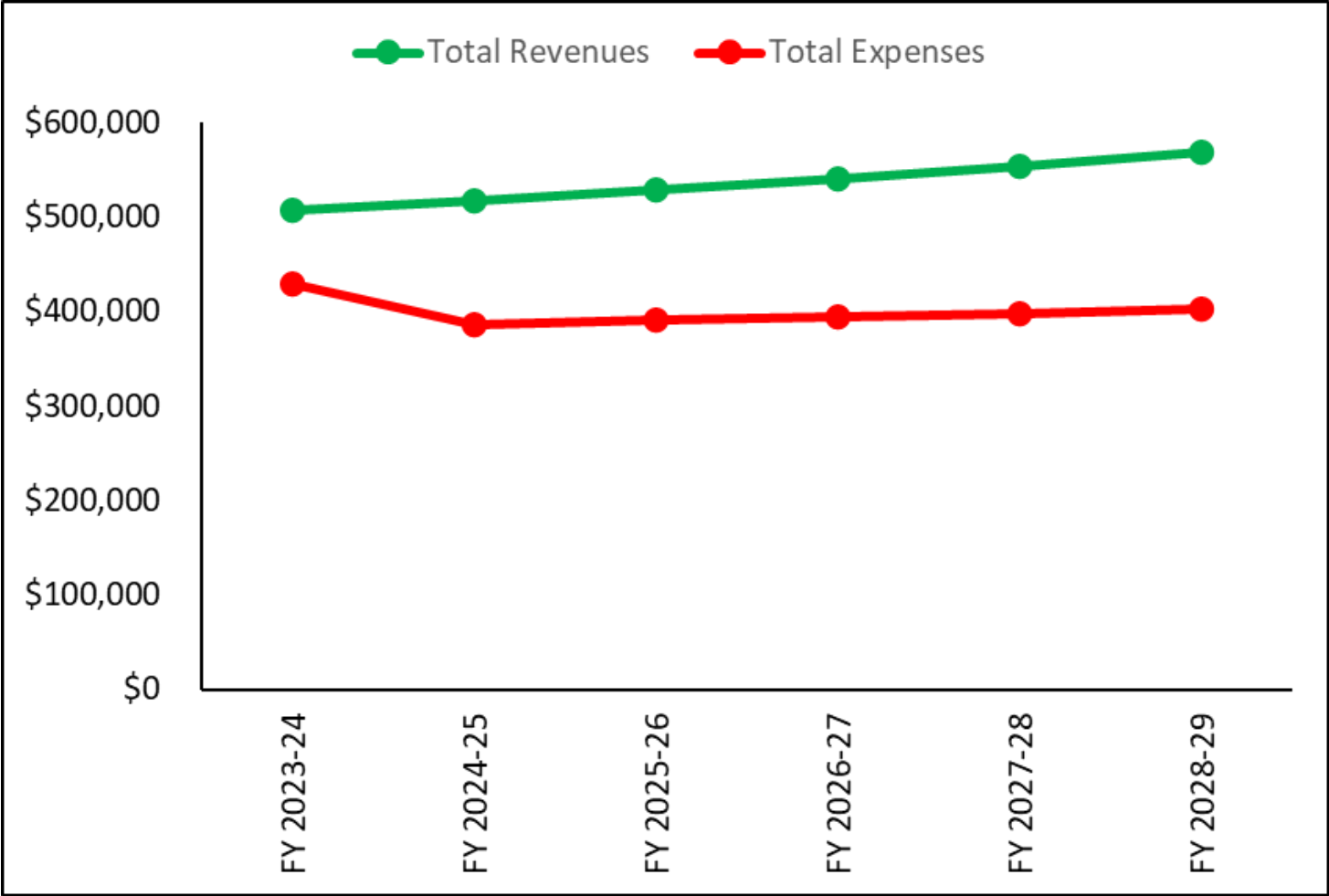
Key Revenue & Expense Assumptions	Baseline Projected Growth Rates
Key Revenues	
Sales Tax	2.44%
Key Expenses	
Salaries	3.86%

Special Revenue Funds: Prop C Sales Tax



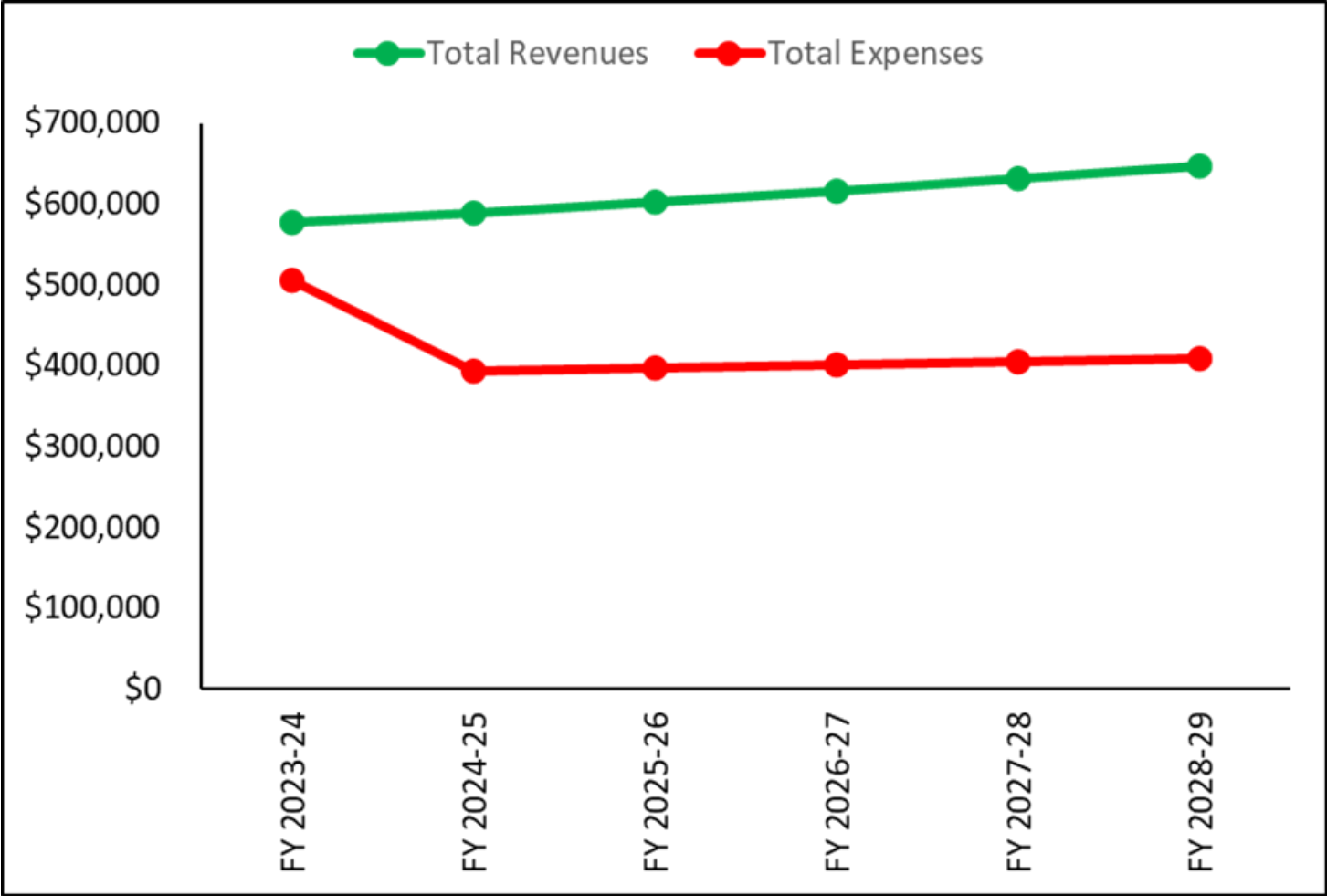
Key Revenue & Expense Assumptions	Baseline Projected Growth Rates
Key Revenues	
Sales Tax	2.44%
Key Expenses	
Capital Expenditures	\$300,000 annually

Special Revenue Funds: Measure R



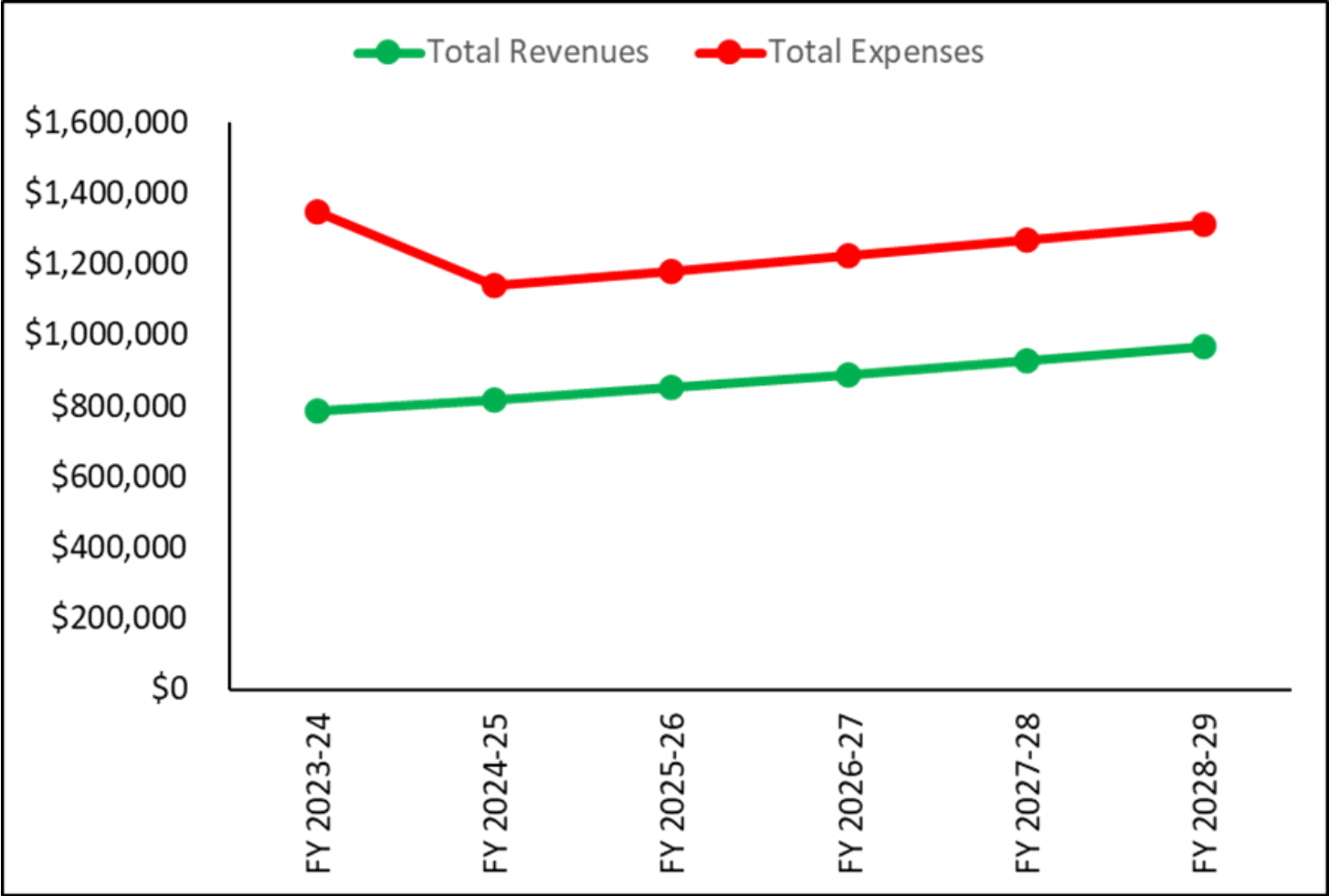
Key Revenue & Expense Assumptions	Baseline Projected Growth Rates
Key Revenues	
Sales Tax	2.44%
Key Expenses	
Capital Expenditures	\$300,000 annually

Special Revenue Funds: Measure M



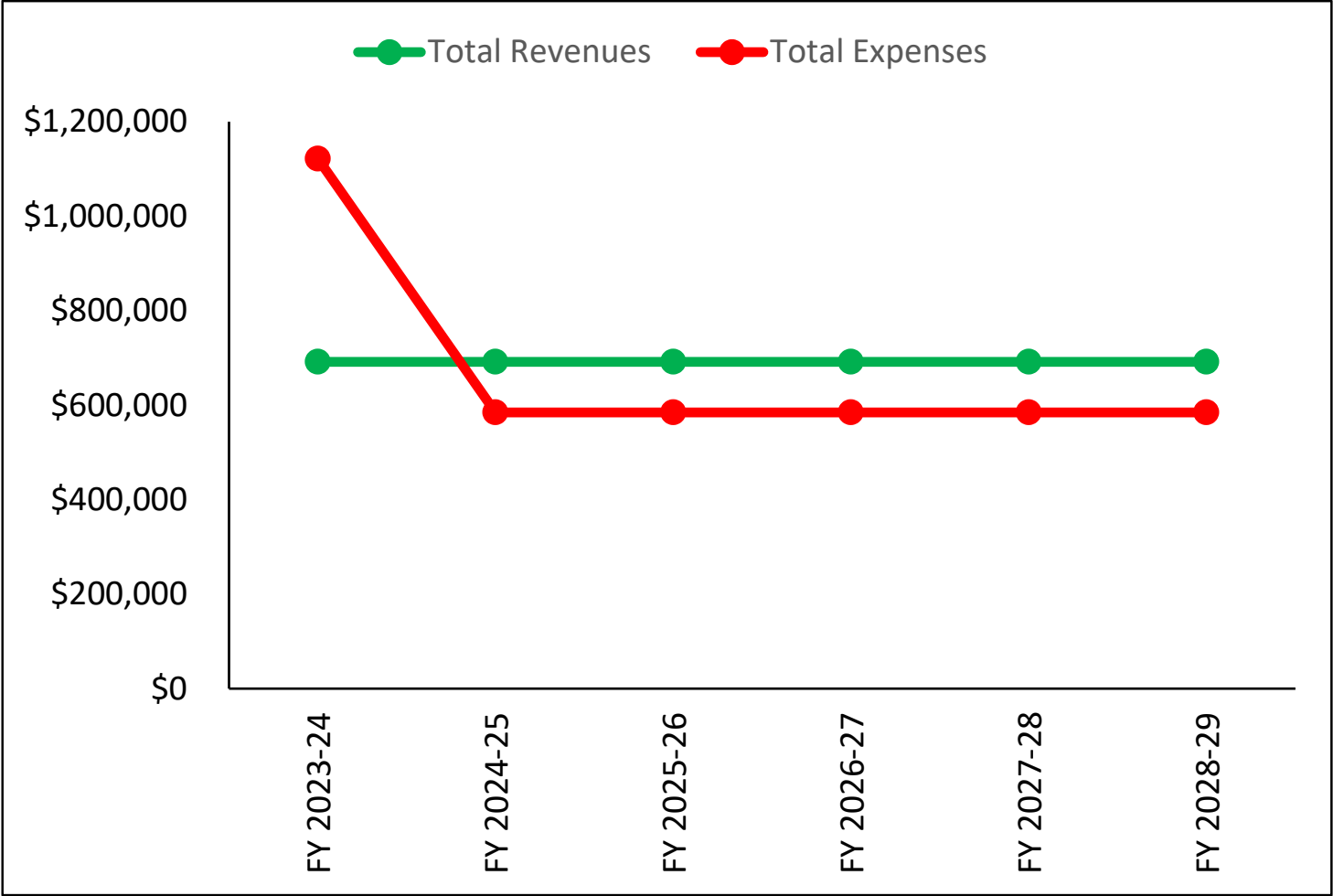
Key Revenue & Expense Assumptions	Baseline Projected Growth Rates
Key Revenues	
Sales Tax	2.44%
Key Expenses	
Capital Expenditures	\$275,000 annually

Special Revenue Funds: Gas Tax



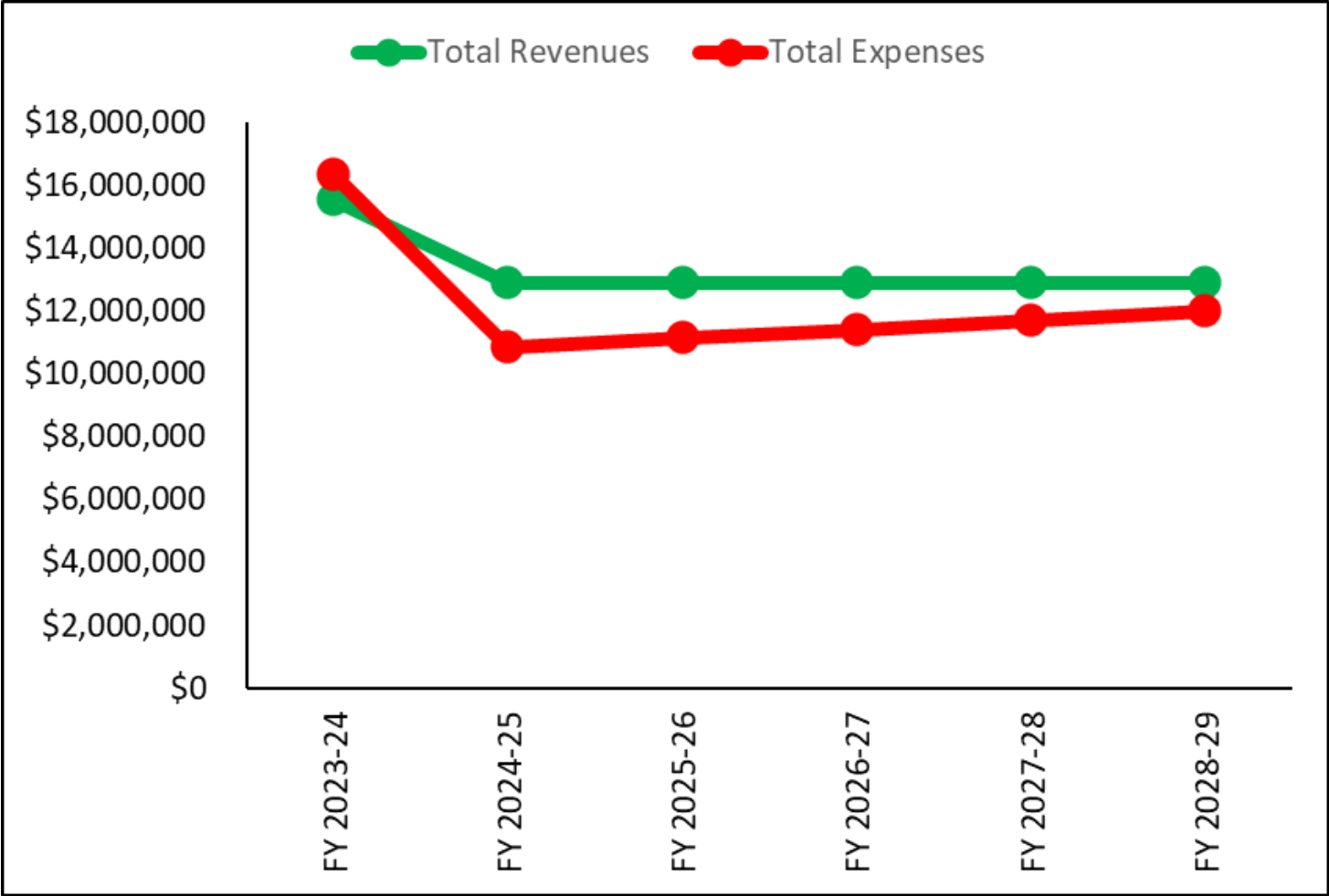
Key Revenue & Expense Assumptions	Baseline Projected Growth Rates
Key Revenues	
Revenue from Other Agencies (Gas Tax)	4.34%
Key Expenses	
Salaries	3.86%
Group Health Insurance	3.49%

Special Revenue Funds: Road Maintenance & Rehabilitation



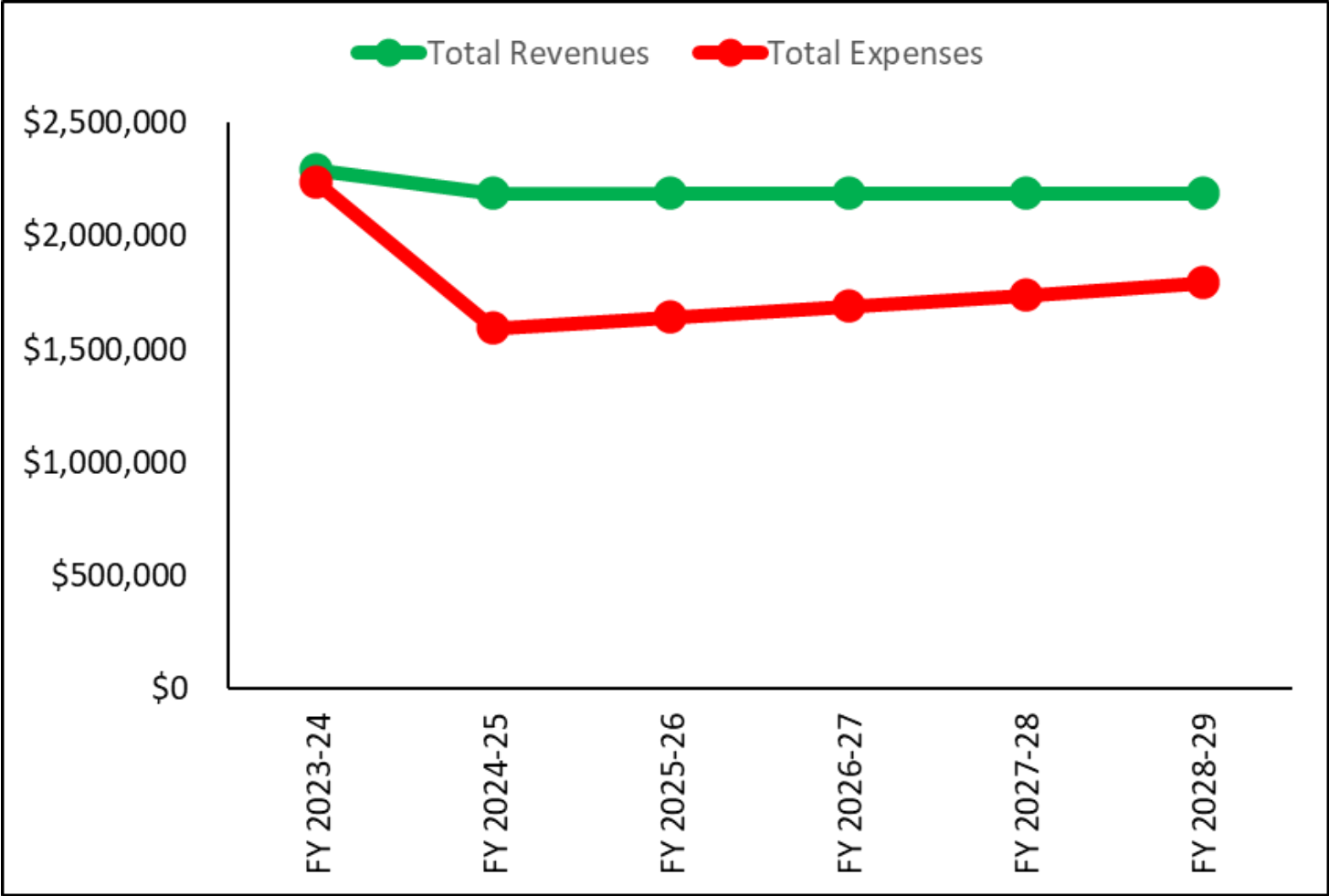
Key Revenue & Expense Assumptions	Baseline Projected Growth Rates
Key Revenues	
SB1 Revenues	0%
Key Expenses	
Capital Projects	\$585,000 annually

Enterprise Funds: Water



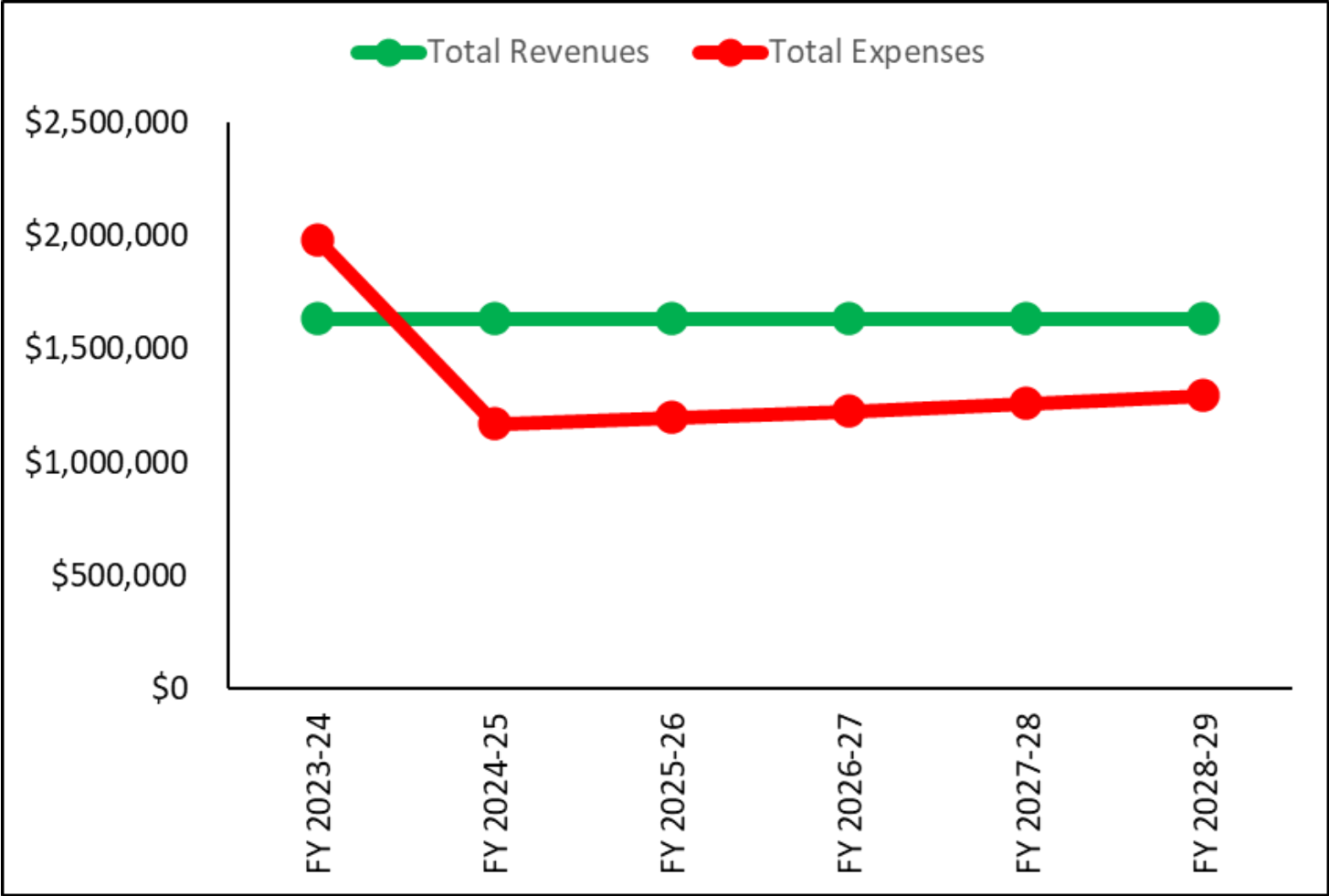
Key Revenue & Expense Assumptions	Baseline Projected Growth Rates
Key Revenues	
Charges for Current Services	0.00%
Key Expenses	
Salaries	1.98%
Operations & Maintenance	1.77%
Utilities	10.34%

Enterprise Funds: Sewer



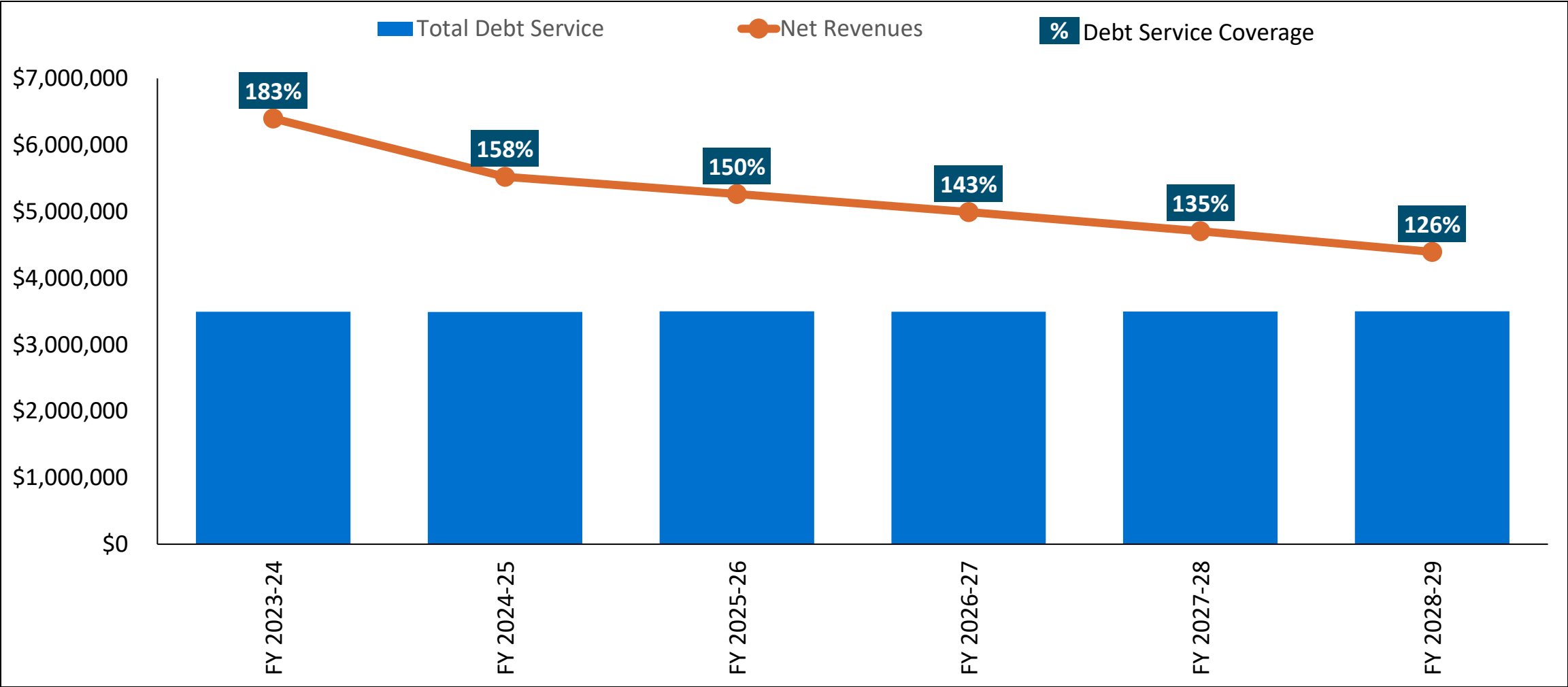
Key Revenue & Expense Assumptions	Baseline Projected Growth Rates
Key Revenues	
Charges for Current Services	0.00%
Key Expenses	
Salaries	5.22%
Operations & Maintenance	2.22%
Contract Services	-10.00%

Enterprise Funds: Arroyo Seco Golf Course

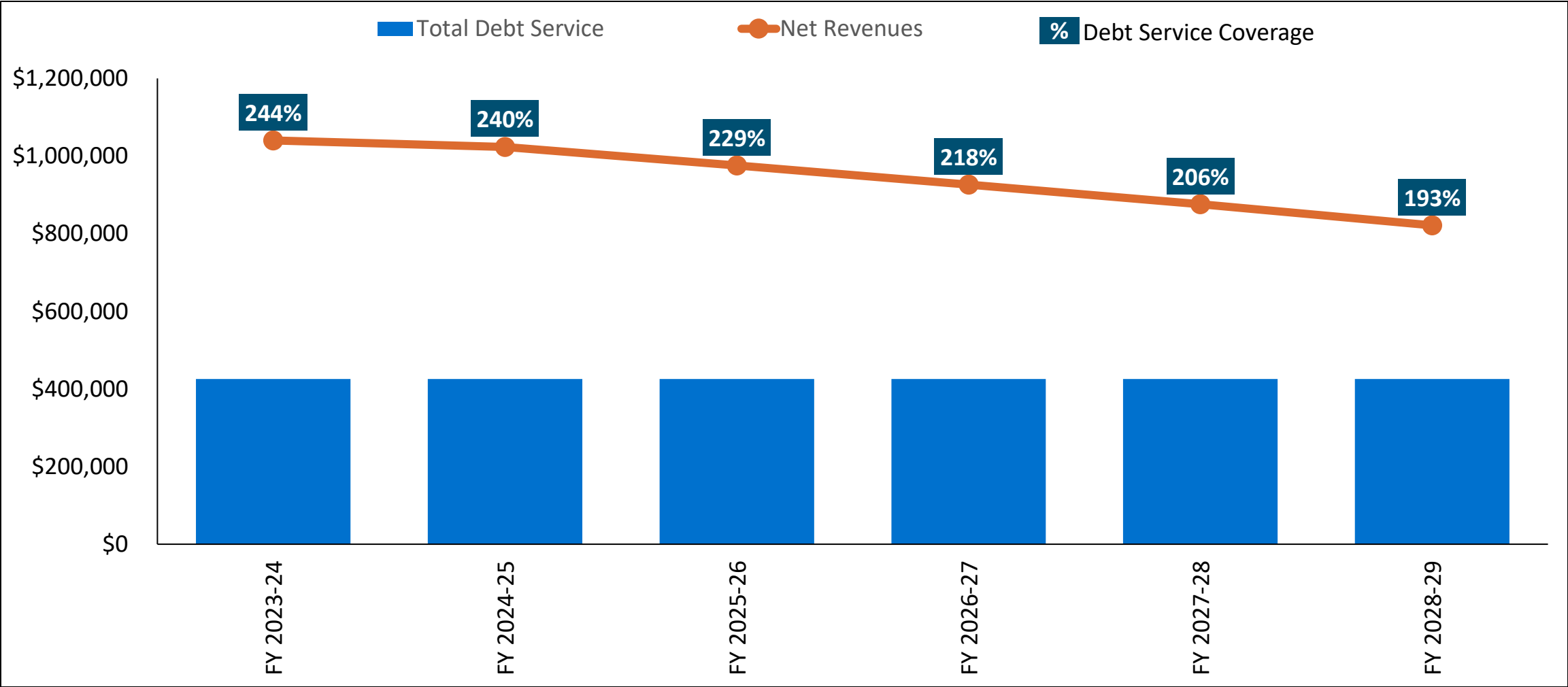


Key Revenue & Expense Assumptions	Baseline Projected Growth Rates
Key Revenues	
Charges for Current Services	0.00%
Key Expenses	
Contract Services	0.31%
Operations & Maintenance	16.50%

Enterprise Funds: Water Fund Debt Service Coverage



Enterprise Funds: Sewer Fund Debt Service Coverage





III. RECESSION PROJECTION SCENARIO

Assumptions

- ▶ Recession Scenario - Great Recession event beginning FYE2025

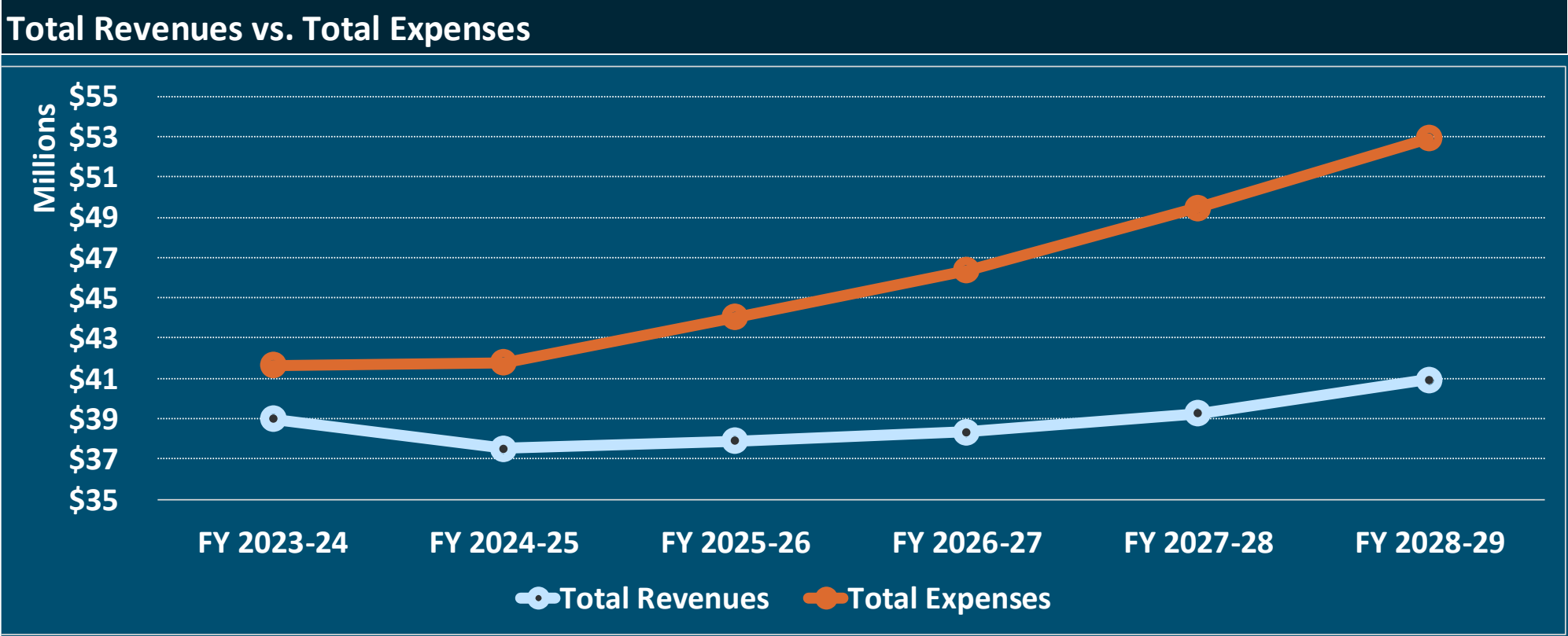
- ▶ Historical data from FYE2008 - FYE2012

Recession Scenario Assumed Growth Rates					
Key Revenues	2024-25	2025-26	2026-27	2027-28	2028-29
Property Taxes	3%	0%	2%	2%	4%
Sales Tax	-25%	10%	0%	10%	10%
Utility Users Tax	0%	0%	0%	0%	0%

- ▶ **CalPERS Unfunded Accrued Liability (“UAL”):** Recession impact of negative 20% investment return for FYE2025, increasing City’s UAL balance by 66% (\$49.5M to \$82.1M)
 - ▶ UAL increase impacts payment in FYE2028

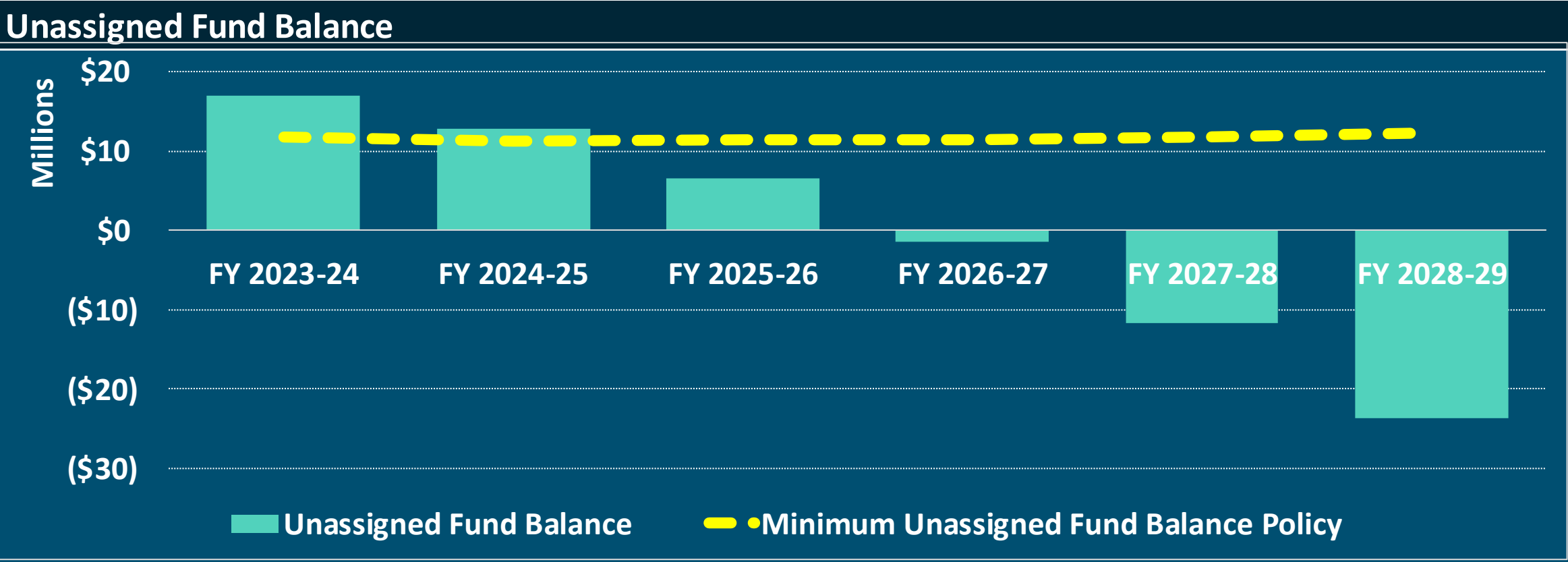
General Fund: Revenues and Expenses

- ▶ Property tax and sales tax revenues generate largest negative impact
- ▶ Recession analysis projects deficits from \$4.3M (FYE 2025) to \$12M (FYE 2029)

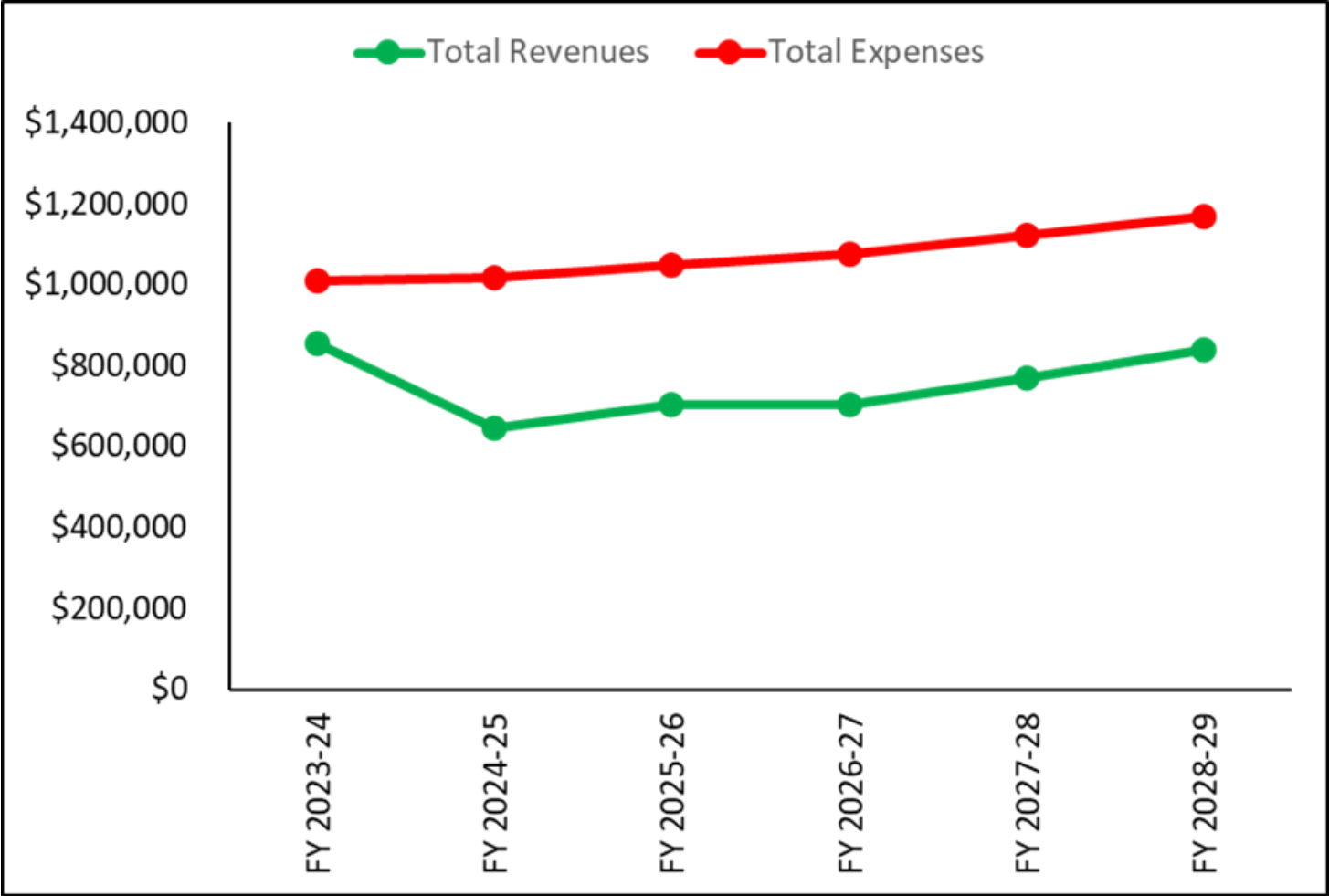


General Fund: Unassigned Fund Balance

- ▶ Annual deficits impact fund balance – Projected negative in FYE2027

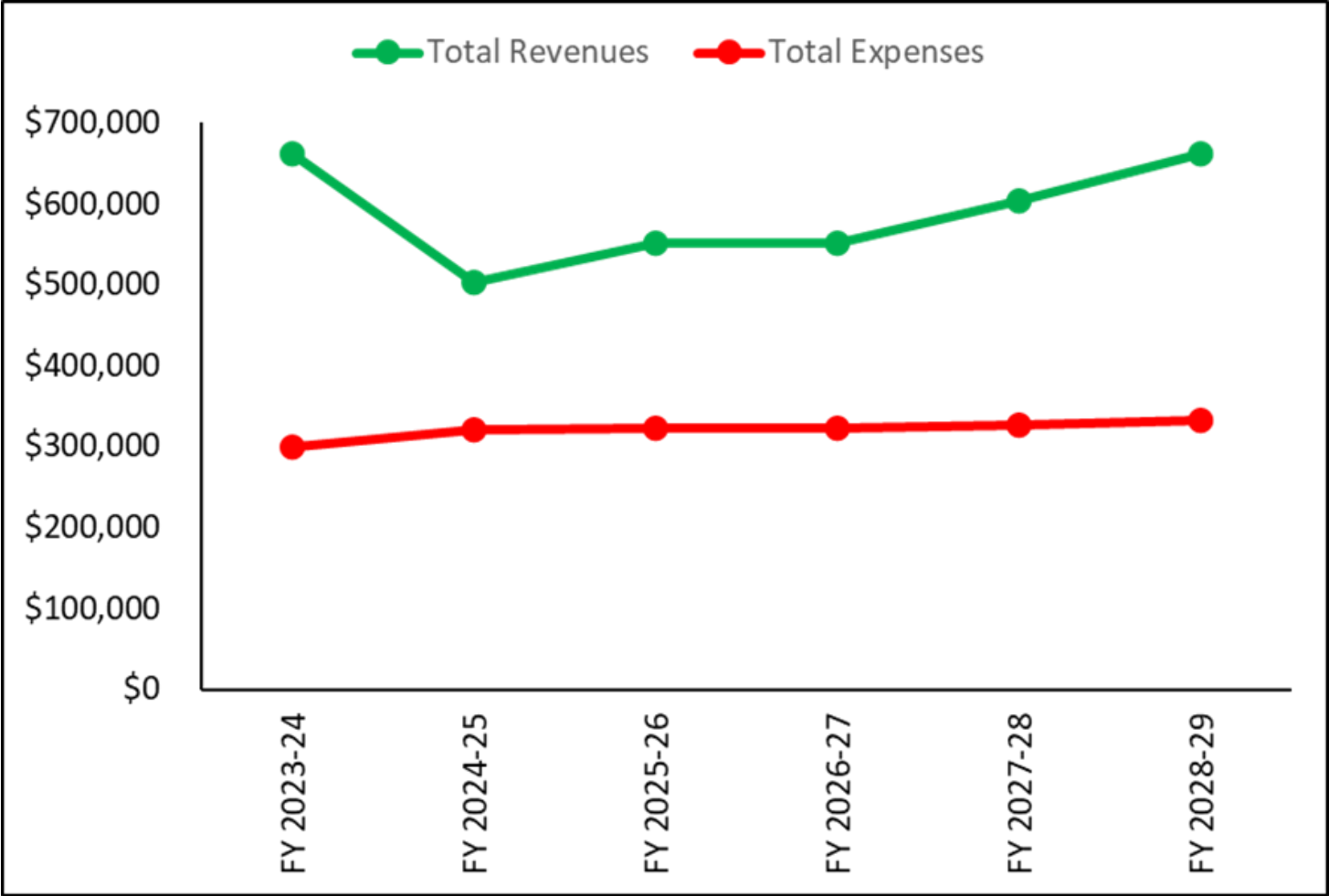


Special Revenue Funds: Prop A Sales Tax



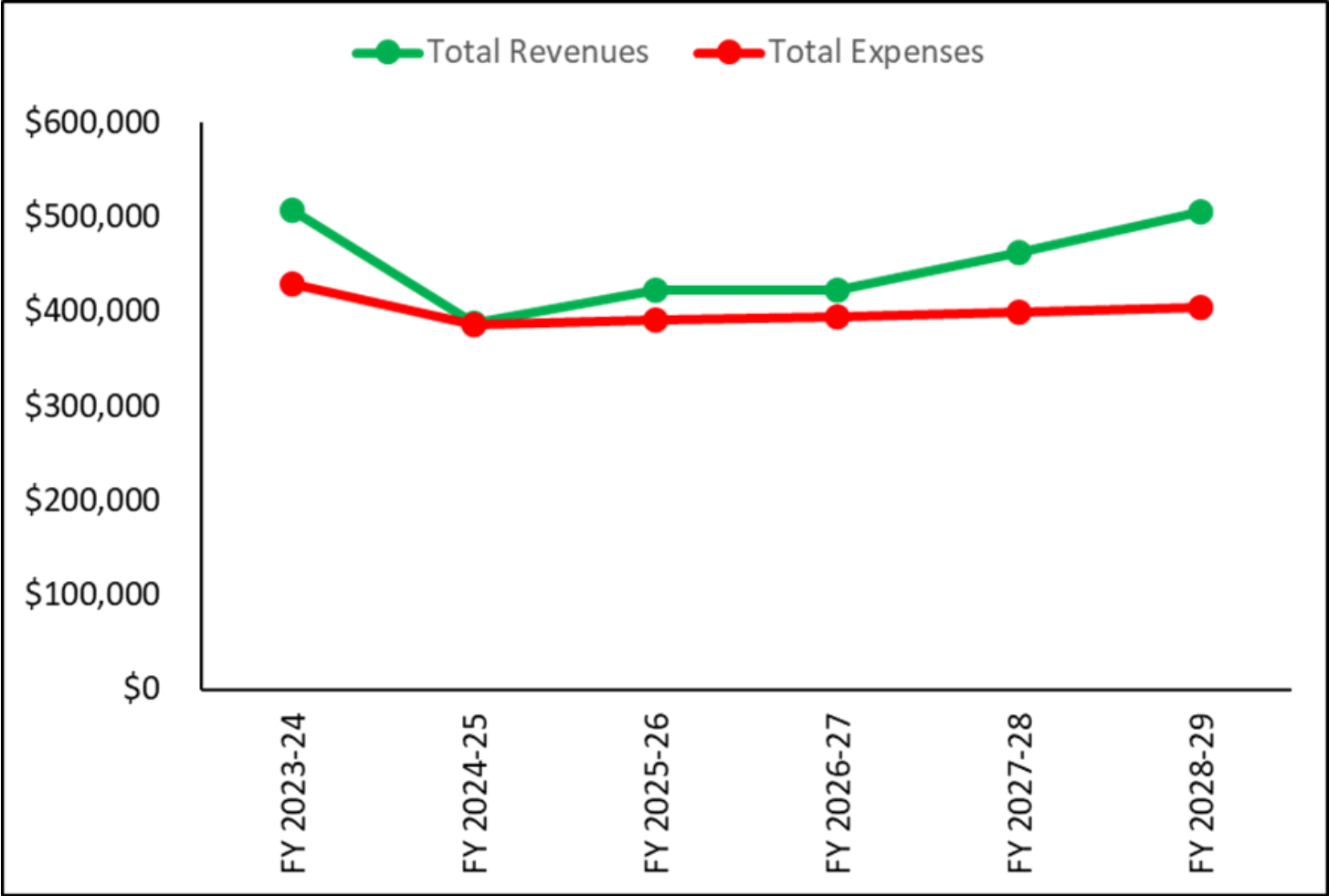
Key Revenue & Expense Assumptions	Baseline Projected Growth Rates
Key Revenues	
Sales Tax	-25%, 10%, 0%, 10%, 10%
Key Expenses	
Salaries	3.86%

Special Revenue Funds: Prop C Sales Tax



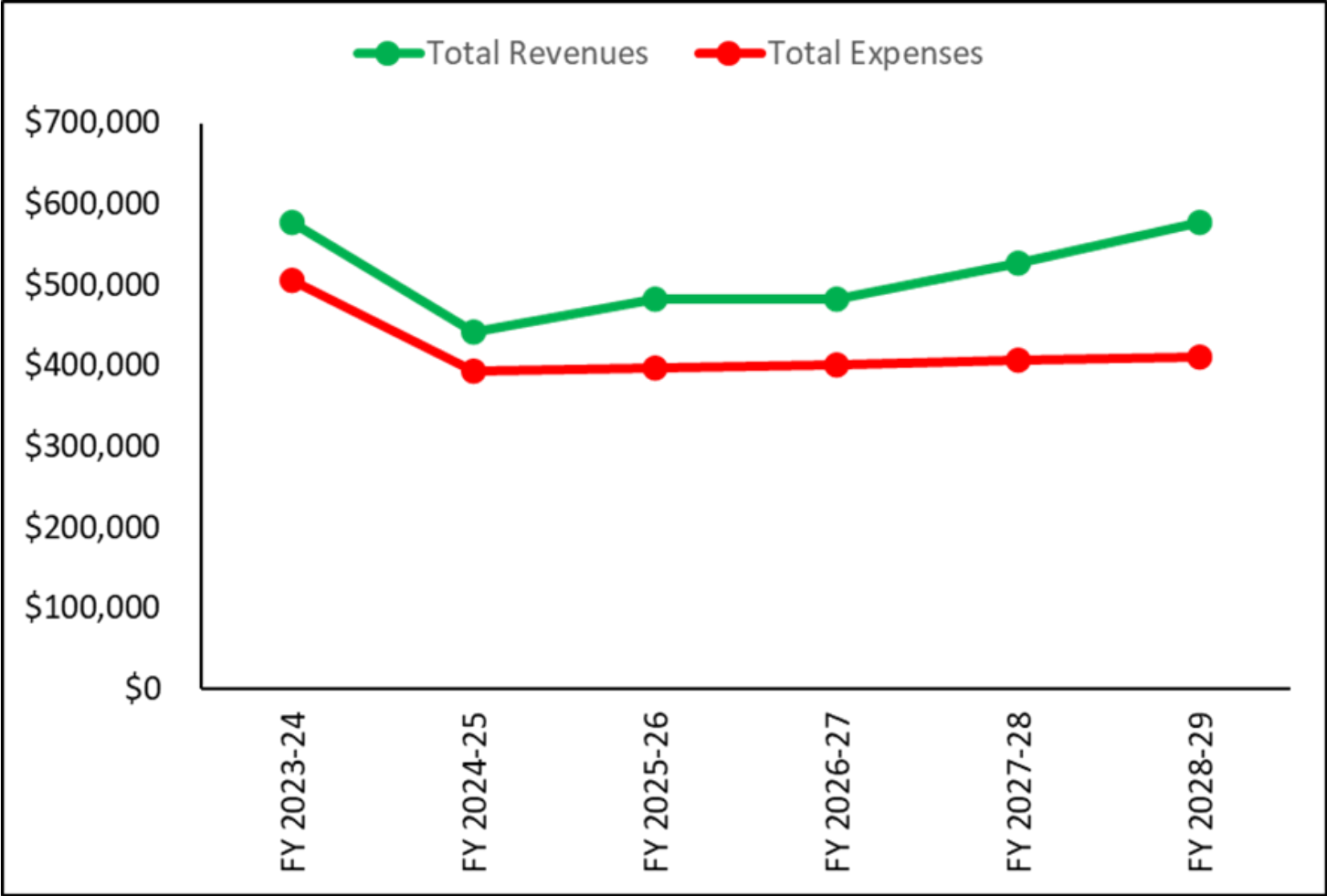
Key Revenue & Expense Assumptions	Baseline Projected Growth Rates
Key Revenues	
Sales Tax	-25%, 10%, 0%, 10%, 10%
Key Expenses	
Capital Expenditures	\$300,000 annually

Special Revenue Funds: Measure R



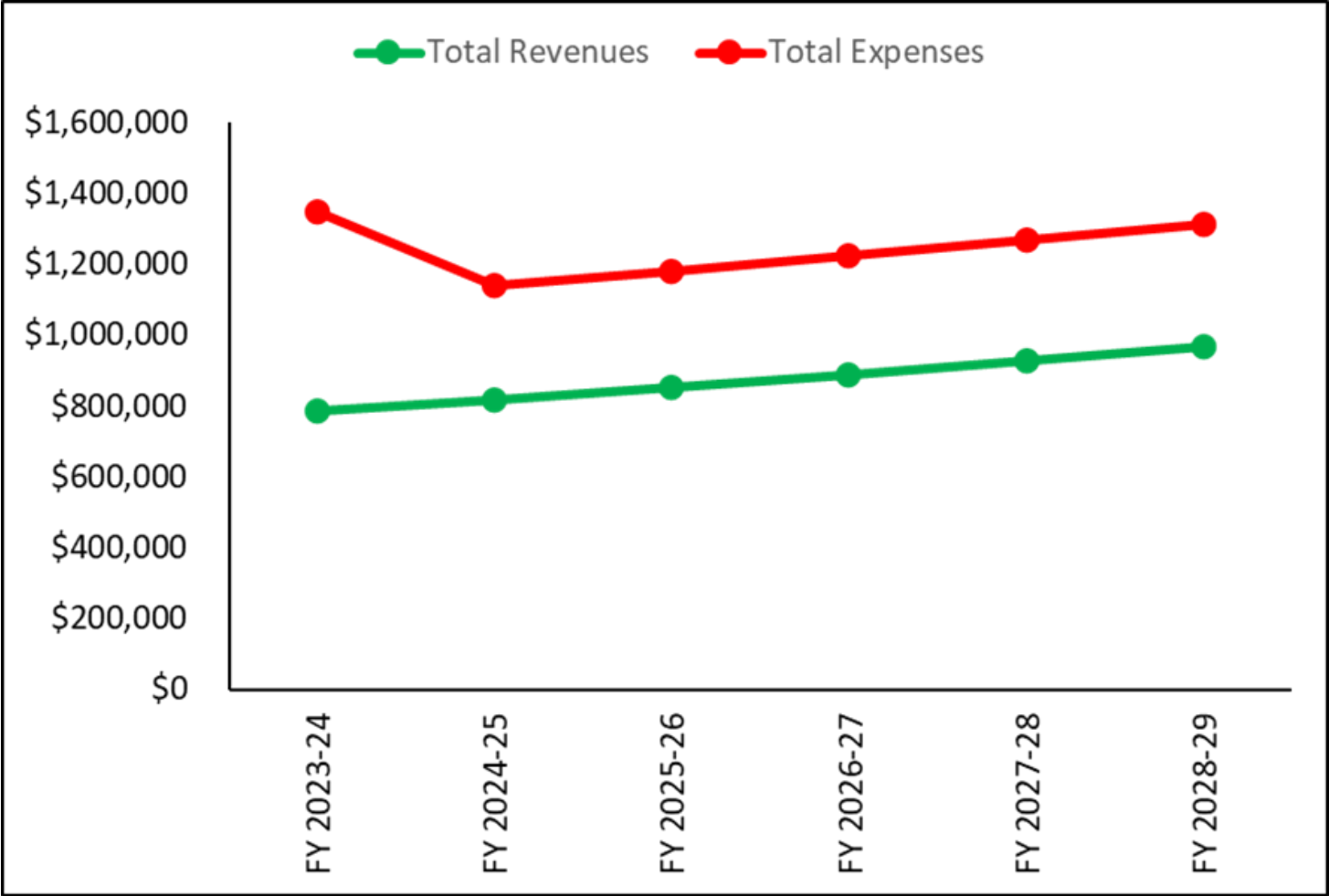
Key Revenue & Expense Assumptions	Baseline Projected Growth Rates
Key Revenues	
Sales Tax	-25%, 10%, 0%, 10%, 10%
Key Expenses	
Capital Expenditures	\$300,000 annually

Special Revenue Funds: Measure M



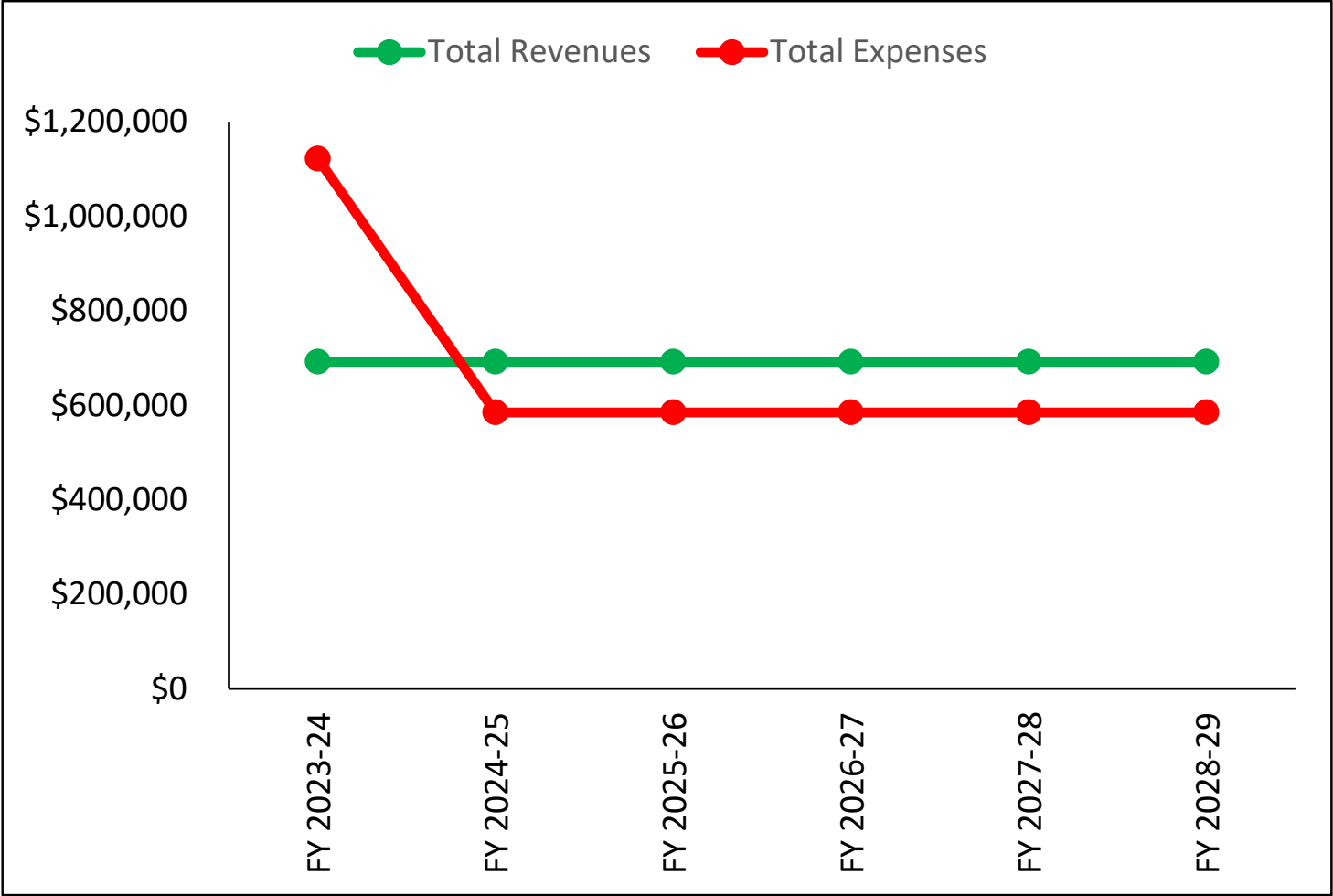
Key Revenue & Expense Assumptions	Baseline Projected Growth Rates
Key Revenues	
Sales Tax	-25%, 10%, 0%, 10%, 10%
Key Expenses	
Capital Expenditures	\$275,000 annually

Special Revenue Funds: Gas Tax



Key Revenue & Expense Assumptions	Baseline Projected Growth Rates
Key Revenues	
Revenue from Other Agencies (Gas Tax)	4.34%
Key Expenses	
Salaries	3.86%
Group Health Insurance	3.49%

Special Revenue Funds: Road Maintenance & Rehabilitation



Key Revenue & Expense Assumptions	Baseline Projected Growth Rates
Key Revenues	
SB1 Revenues	0%
Key Expenses	
Capital Projects	\$585,000 annually

Enterprise Funds

- ▶ Enterprise Funds should maintain fund balances with routine review and rate analysis
- ▶ Recession Scenario does not project significant impact on Enterprise Funds
- ▶ Water Fund and Sewer Fund include small percentage of the City's CalPERS UAL
 - ▶ Negative 20% CalPERS investment return (Recession Scenario) would increase UAL payment beginning in FY 2027-28



IV. CONCLUSION

Key Modeling Considerations

- ▶ Model uses FYE 2024 Budget as the starting point for projections
- ▶ Historical data has been provided by City staff and has not been adjusted to align with audit reports
- ▶ Model contains reasonable assumptions regarding future capital expenses and General Fund transfers to support other funds
 - ▶ Model users should update or amend those entries as needed as key underlying assumptions change

Future Considerations

- ▶ **Salaries:** Historical increases may not reflect future increases
- ▶ **Capital:** Deferred capital projects will require new funding sources or recurring revenue as existing revenue sources are directed at ongoing operational expenses
- ▶ **Property Tax Revenues:** Historical increases in property tax revenue have reflected property sales recognizing low assessed value properties (Proposition 13 protected parcels). If volume of property transfers remain at 2023 levels, annual property tax increases are likely to be between 2% and 3%

MEMORANDUM

Date: February 14, 2024

RE: City of South Pasadena – Five-Year Forecast Model Technical Memorandum

Introduction

The City of South Pasadena (the “City”) engaged NHA Advisors, LLC (“NHA”) to assist the City in developing a five-year financial forecasting model taking into consideration the general fund, special funds and enterprise funds (the “Model”). The Model is intended to assist City staff and the City Council in developing future budgets and evaluating changes in revenue or expenditure growth, including identifying current and future financial challenges. Additionally, the Model is dynamic so users can explore a myriad of “what if” scenarios with varying degree of precision.

The Model is populated with data through the current fiscal year (23/24) and is intended to support the FY 2024-25 budget process.

NHA reviewed the City’s historical financials, budget documents, reserve policies, and other documents. Based on this review, NHA is developing the Model to project five years of operating results for the following ten City funds: (1) General Fund, (2) Prop A Sales Tax, (3) Prop C Sales Tax, (4) State Gas Tax, (5) Measure R, (6) Measure M, (7) Road Maintenance & Rehabilitation, (8) Water, (9) Sewer, and (10) Golf Course. NHA collaborated with City staff to gather relevant financial data, including general ledger data, and held several discussions with City staff to confirm validity of the data and ensure the type of output was meeting City staff objectives.

NHA pre-populated the Model to include two scenarios: a baseline scenario and a recession scenario. The baseline scenario reflects a continuation of the “status quo” and projects based on historical revenue and expense data. The recessionary scenario examines the impact of a recession similar to the Great Recession beginning in Fiscal Year 2024-25.

Modeling Overview

The Model is designed to be informative, accessible, interactive, and transparent. The model has clear areas for user inputs, both at a high level and detailed level, and these inputs will produce real-time updates, displayed on dashboards with dynamic charts and tables. All the data and assumptions used in the Model for the ten City funds are included on individual tabs within the worksheet and clearly labeled.

The Model is organized into four sections: (I) General Fund, (II) Special Revenue Funds, (III) Enterprise Funds, and (IV) Other Sheets. Sections I – III provide the “front end” of the Model and contain a user-friendly dashboard, as well as a detail sheet showing revenue and expense line-item detail. The other sheets provide a “back end” of the Model and contain future debt modeling capability, pension liability modeling, and historical financial data. Generally speaking, the user is able alter the inputs in the

dashboard without any risk of “breaking” the Model. *However, overwriting formulas or making changes to the data on the supporting tabs can disconnect the historical data links and remove the integrity of the Model’s projections.*

Section I: General Fund

The dashboard tab serves as the hub for users to review the impact of revenue and expenditure assumptions through charts and tables. NHA believes most users will interact with the dashboard and use it to model impacts of growth assumption changes. The General Fund dashboard is the most detailed, given its prominent role in the City's financials and contains charts illustrating key financial metrics, such as total revenues versus total expenses, unassigned General Fund balance versus the City's Unassigned General Fund Balance policy, total revenues by category, and total expenses by category. Additionally, at the bottom of the General Fund dashboard, there is a set of tables that allows the user to easily view key revenue and expense line items and the annual change of those revenue and expenses for a chosen year of the 5-year projection.

Image: General Fund Dashboard (Baseline Scenario)



The General Fund dashboard allows the user to enter growth rates for key revenue and expense line items (see white boxes in the graphic above) thereby providing real-time updates to the graph. Entering a growth rate (positive, negative, or zero) applies that growth rate uniformly to each year of the projection, and the impact is then dynamically modeled in the surrounding charts on the dashboard. This allows a

user to conduct quick impact analysis on key financial metrics for the City. For example, if salary growth was historically 4% annually, but a user wants to see the impact of a 5% increase (year-over-year), the Model's dashboard will quickly show the impact on expenses and unassigned fund balance. Growth rates assumptions can be applied to as few or as many line items as are listed in the table.

While the dashboard is likely the primary point of interaction for many users, the detail sheet is where a user can model discrete year-over-year revenue and expense growth assumptions to create a finely tuned output. In the example above regarding a user who wishes to analyze the impact of future salary increases, the detail sheet allows a user to model a scenario such as an 8% increase the first year, followed by two 3% annual increases the next two years, followed by 5% annual increases the remaining years. Changes to the detail sheet are reflected on the graphs and tables in the dashboard. On the detail sheet, the user will see much more revenue and expense detail for both historical and projected years, and also have access to year-by-year growth rates for revenue and expense line items. When the cells in the "Overriding Growth Rate" column on the dashboard are empty (white cells in the example image above), the year-by-year growth rates on the detail sheet will dictate the Model. However, when a user enters a value in the "Overriding Growth Rate" column on the dashboard, this value overrides the year-by-year growth rates on the detail sheet.

Sections II and III: Special Revenue Funds and Enterprise Funds

The dashboards for the Special Revenue Funds and Enterprise Funds are similar to the General Fund with respect to the operation of the "Overriding Growth Rates" cells on the dashboard. Users can see a chart of total revenues versus total expenses and will also have the functionality to easily apply growth rates on the dashboard that impact key revenue and expense line items in the projected years. Since the Water Fund and Sewer Fund has debt that is subject to debt service coverage rate covenants, the Enterprise Funds Dashboard has an additional chart showing debt service coverage (annual net revenue divided by annual debt service). The detail sheets for the Special Revenue Funds and Enterprise Funds will be similar to the General Fund, where a user can see more revenue and expense detail, as well as have the functionality to input year-by-year growth rates on a granular level.

Image: Water Fund and Sewer Fund Dashboard (Baseline Scenario)**Section IV: Other Sheets**

Other sheets consist of five sheets that provide a functional “back-end” to the Model, including detail on the City’s debt, pension costs, and the revenue and expenditure detail that will flow through the Model to create the historical and budget data.

The Debt sheet models existing City debt obligations and also allow users to input hypothetical future debt to visualize its impact on the City’s funds. For example, if a user wanted to see the impact of issuing \$20 million of water revenue bonds in 2 years, the user can enter these parameters, including estimated interest rate and length of debt, to see the impact to the Water Fund’s debt service coverage. Note that the Debt sheet will be designed to provide a quick estimate of the long-term cost of funds, but it cannot perform more nuanced debt structuring analysis without additional inputs (e.g., wraparound structures, deferred or accelerated amortizations, etc.).

The Pension sheets detail pension cost assumptions from the City’s latest CalPERS actuarial reports, and also provide the option of pasting in alternative CalPERS pension assumptions using the free CalPERS Pension Outlook Tool (<https://www.calpers.ca.gov/page/employers/actuarial-resources/pension-outlook-overview>). Having this functionality enables the user to see the impact of hypothetical future CalPERS investment performance and other assumptions on the City’s unfunded accrued liability (“UAL”) and normal cost payments.

The Revenue Detail and Expenditure Detail sheets contain the general ledger source data that is used to power the Model. These sheets should only be used when updating the Model to add an additional year of data and NHA can assist the City with updates to the Model as requested.

General Fund Assumptions, Scenarios, and Findings

Baseline Scenario Assumptions

While it is true that past performance does not promise future results, it is also true that historical performance provides useful context for financial planning purposes. As a result, NHA's Baseline scenario is heavily influenced by financial results from FY 2017-18 through FY 2022-23. We recognize that this period reflects the impacts that the COVID-19 pandemic had on the City's financials; however, we also recognize that extending the historical "lookback" to additional prior years is subject to the law of diminishing returns and the relevance of prior years' decreases as the historical review looks back further.

To control the impact of recent historical events on the City's financials, the Baseline scenario will assume revenue and expense growth diverge at times from the historical figures. This typically occurs when historical revenue or expense growth reflects some external driver (e.g., higher sales tax growth due to the passage of additional sales tax measures or due to establishment of additional point-of-sale businesses within the City). This also occurs when more recent historical revenue or expense figures are outside the historical range of these line items. The table below lists the historical performance of key General Fund revenue and expenses. Our review looks for anomalies in these growth rates – areas where the growth rates differ from "typical" growth rates and seeks to uncover the story below them. Often, this results in projecting a slightly different growth rate than the raw historical would imply. Several examples can be seen in the table below, including the City's "Financing" expense related to insurance liability and surety bonds, the City's professional services and contract services expense, and the City's sales tax revenues.

Baseline Scenario Assumptions – General Fund

Key General Fund Revenue & Expense Assumptions	FYE 2018 to FYE 2023 Compound Annual Growth Rate (CAGR)	Baseline Scenario Assumed Growth Rates	Discussion of Differences
Key Revenues			
Property Taxes	5.8%	5.8%	No difference
Sales Tax ⁽¹⁾	5.6%	2.4%	We are using HdL's sales tax projections for the City to inform our projection.
Utility Users Tax	6.3%	6.3%	No difference
Other Taxes	6.5%	6.5%	No difference
Use of Money & Property ⁽²⁾	-11.6%	-30.7%	The projected growth of this revenue line item is determined by the investment return the City earns on its fund balance. Because the City's fund balance is decreasing in the baseline projection, the interest earnings is also decreasing. Assumes 4% investment earnings in FY 2024-25 and 3% annually thereafter.

Current Services: Community Development	14.9%	3.0%	Assumed decrease in planning & plan check fees due to slow down in home sales.
Current Services: Fire	5.6%	5.6%	No difference
Key Expenses			
Salaries	3.9%	3.9%	No difference
Salaries (Temp)	7.1%	7.1%	No difference
Overtime	5.3%	5.3%	No difference
CalPERS Retirement (Normal Cost) ⁽³⁾	10.7%	2.0%	Baseline growth rate is calculated based on the normal cost generated by the CalPERS Pension Outlook Tool, assuming CalPERS has 6.1% investment returns in FY 2022-23 (the money-weighted rate of return reported by CalPERS in its FY 2022-23 Annual Comprehensive Financial Report), and 6.80% investment returns thereafter.
CalPERS Retirement (UAL Payment) ⁽³⁾	10.7%	10.1%	Baseline growth rate is calculated based on the UAL payment generated by the CalPERS Pension Outlook Tool, assuming CalPERS has 6.1% investment returns in FY 2022-23 (the money-weighted rate of return reported by CalPERS in its FY 2022-23 Annual Comprehensive Financial Report), and 6.80% investment returns thereafter.
Health Insurance	3.5%	3.5%	No difference
Professional Services	15.8%	7.5%	These numbers are all assumed to grow less than the historical average because we have already taken into consideration the step-up in the absolute value of these expenses prior to the projection period.
Contract Services	14.3%	7.5%	
Utilities	27.1%	13.0%	
Financing (Liability & Surety Bonds)	49.8%	3.0%	
Capital Outlay	Avg: \$1,200,000	\$0	We intentionally strip out General Fund capital to evaluate the fund's balance from a pure operational perspective.

- 1) Historical sales tax growth rates after controlling for the benefits of Measure A. Sales Tax projections use the long-term projections provided to the City by HdL.
- 2) Future Use of Money & Property revenues calculated assuming 4% interest earnings on the beginning year's General fund balance in FY 2024-25 and 3% annual interest earnings thereafter.
- 3) Historical City financials combine CalPERS normal cost with unfunded actuarial liability payment.

Recessionary Scenario Assumptions

There are hundreds of possible recessionary scenarios to model. Since the City's historical financials from FY 2017-18 through FY 2022-23 incorporate the impact of the COVID-19 pandemic, we believe a realistic recessionary scenario examines the City's ability to withstand a future longer-term general market recession. As a result, we analyzed the impacts of the Great Recession on the City's financials from FY 2007-08 through FY 2011-12 and modeled those impacts on key revenue line items.

During the Great Recession and its aftermath (i.e., the period from 2007-2012), the City's property tax revenues slowed down significantly, going from 10% growth from FYE 2007 to FYE 2008 to 4% growth the subsequent year to averaging 0% growth for FYEs 2010 through 2012. By contrast, sales taxes grew 6% from FYE 2007 to FYE 2008 and then decreased 22% the next year. There was a strong recovery in FYE 2010, growing 17%, followed by a 3% reduction in FYE 2011 and then a 9% recovery in FYE 2012.

Recession Scenario Assumptions – General Fund

Key General Fund Assumptions	Recession Scenario Assumed Growth Rates				
Key Revenues	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
Property Taxes	3%	0%	2%	2%	4%
Sales Tax	-25%	10%	0%	10%	10%
Utility Users Tax	0%	0%	0%	0%	0%

On the expense side, if we assume that CalPERS experiences investment returns of *negative* 20% in FY 2024-25 but is able to achieve its investment target of 6.8% in the years thereafter, the *negative* 20% investment loss is projected to result in a 66% increase in the City's CalPERS UAL balance, from \$49.5 million at FYE 2024 to \$82.1 million at FYE 2025. The associated increase in the City's annual UAL payment would hit in FY 2027-28.

While NHA has provided two distinct modeling scenarios for the General Fund, the dynamic nature of the Model allows for more refined scenarios. The Model is designed for flexibility and ease of user input. In addition to modifying revenue and expense growth rates on-demand, there is functionality to run scenarios in any one of the modeled funds by utilizing the following features:

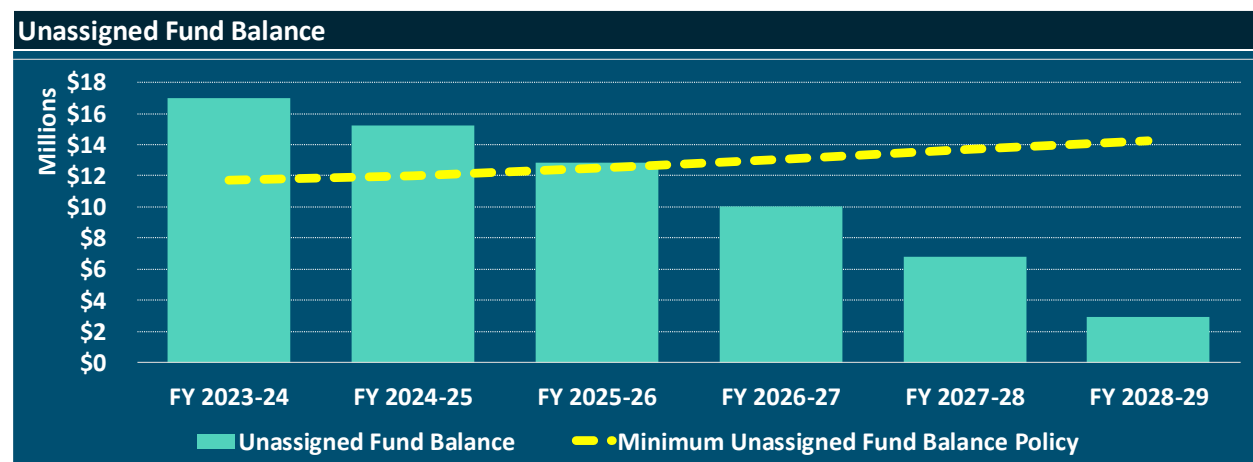
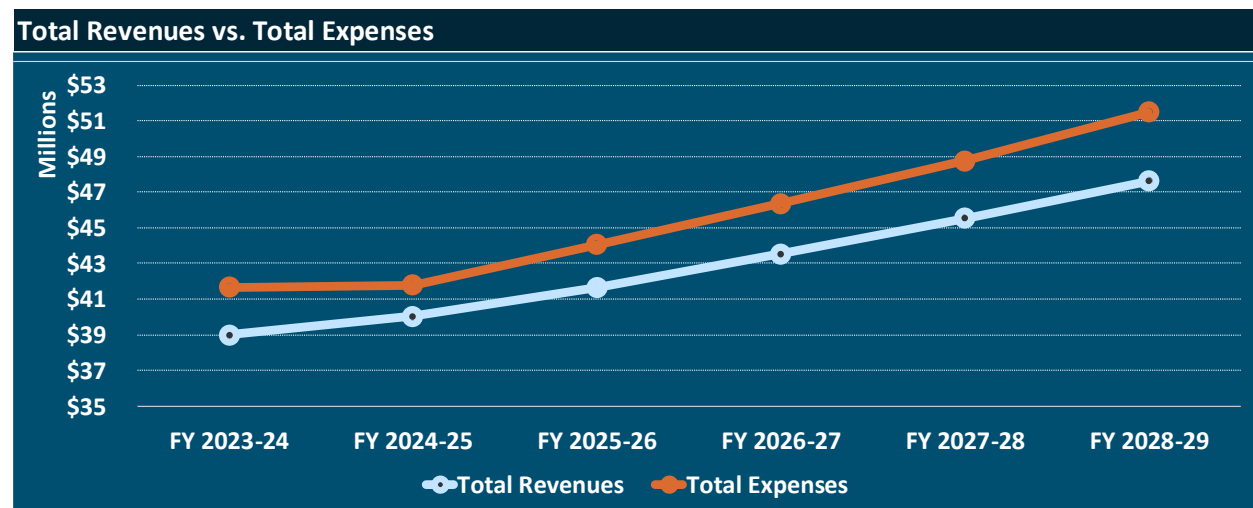
- Additional future debt
- Custom transfers in and transfers out
- Custom capital expenses: In line with the scope of services for this project, the Model is intended to focus on operating costs of the ten funds. There is a line item for CIP and transfers, but the Model does not identify specific projects and the cashflow impact and funding sources for these projects.
- Alternative CalPERS assumptions using the CalPERS Pension Outlook Tool

The Model will give the City the power to implement scenarios that it views as important and realistic. NHA will be on-call to advise on any scenarios, but the full power of the Model will be available to the user whether we are involved or not. This is part of the Model's mission to be fully transparent.

Findings & Observations

Using the Baseline Scenario assumptions, we project that expenses will outpace General Fund revenues each year of the five-year projection, with annual deficits ranging from \$1.8 million in FY 2024-25 to \$3.9 million in FY 2028-29. In this scenario, the General Fund balance is drawn down to fund continued operations. The General Fund unassigned fund balance is above the City's 30% reserve target in FY 2023-24 through FY 2025-26, but at the end of FY 2026-27 the unassigned fund balance dips to \$10.0 million (23% of General Fund revenues), which is the first year in the projection that the unassigned fund balance falls below the 30% reserve policy. The unassigned fund balance continues to decrease to \$6.8 million and \$2.9 million by FYE 2028 and FYE 2029, respectively. Despite the annual deficits for the duration of the five-year projection, the General Fund unassigned fund balance remains positive through the term of the projection.

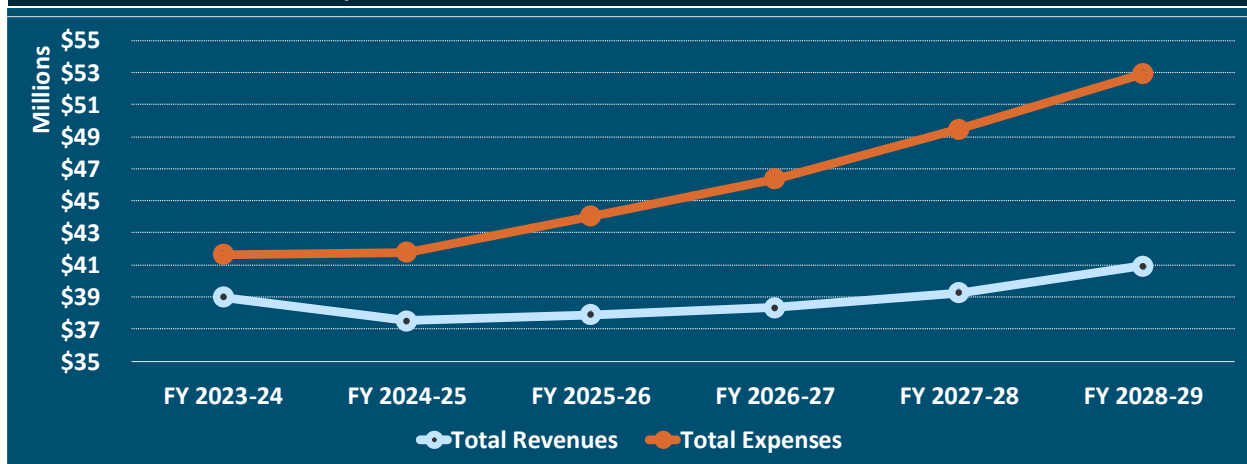
General Fund Revenues, Expenses, and Unassigned Fund Balance – Baseline Scenario



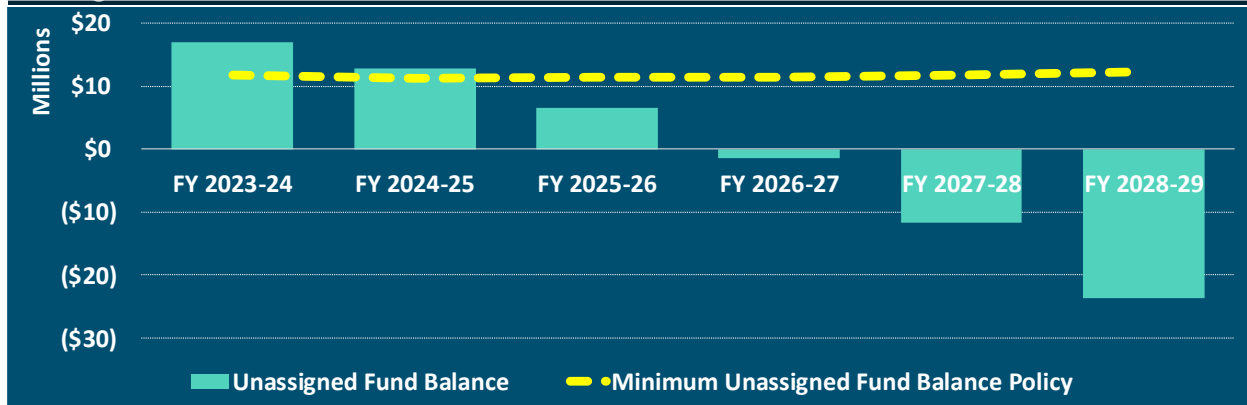
Based on the Recession Scenario assumptions above, it is projected that the City's property tax revenues will see lower growth compared to historical growth (3%, 0%, 2%, 2%, 4% from 2025-2029 compared to the 5.8% compound annual growth rate from 2018 to 2023) and sales tax revenues will see a significant decrease in 2025, followed by a year of recovery, a year of zero growth, and then recovery again. The impact to the General Fund revenues from these two important revenue sources leads to annual deficit in each year of the projection, ranging from \$4.3 million in FY 2024-25 to \$12.0 million in FY 2028-29. The annual deficits would cause the City's General Fund unassigned fund balance to be depleted as soon as FY 2026-27. Under this recessionary scenario, it would be expected that the City defer capital expenditures in order to preserve fund balance. Despite that, such a scenario would result in the need to reduce City services in order to remain financially solvent.

General Fund Revenues, Expenses, and Unassigned Fund Balance – Recession Scenario

Total Revenues vs. Total Expenses



Unassigned Fund Balance



Water Fund Assumptions, Scenarios, and Findings

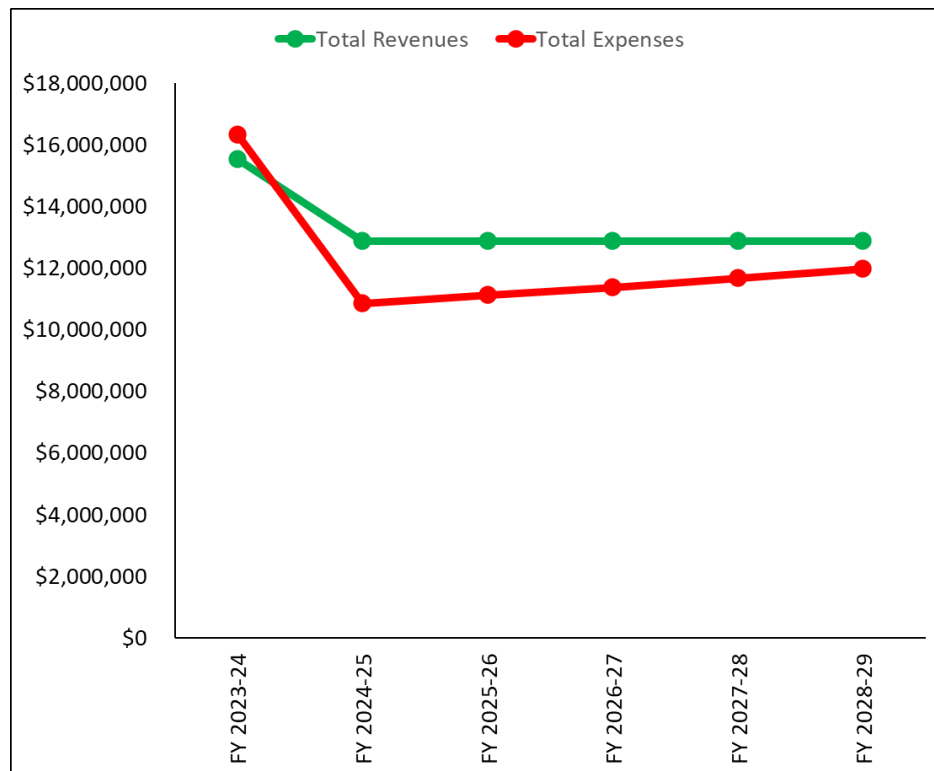
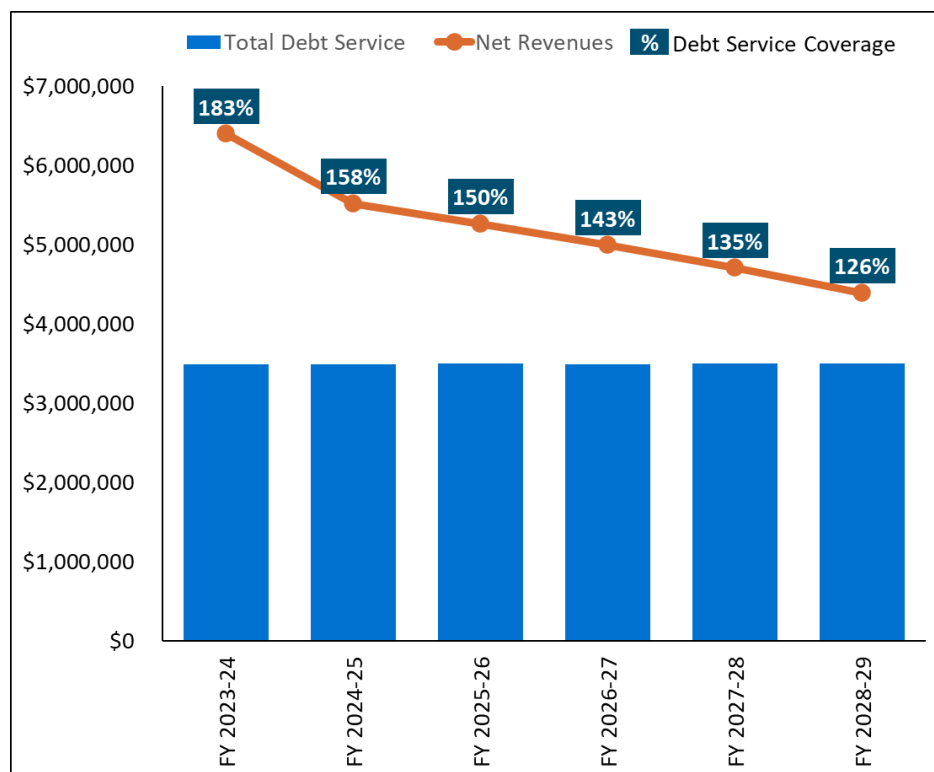
The City's Water Fund (Fund 500) receives the majority of its revenues through rate revenues (Charges for Services). These revenues are a function of the City's established water rates, which were approved in November 2017 for a period from January 2018 – January 2022. These rates have two components – bi-monthly fixed charges and volumetric charges (cost per hundred cubic feet). The current rates are those authorized to be effective as of January 2022.

Staffing for the water fund includes a portion of indirect costs and payroll liabilities (CalPERS) that impact the City's general fund. A potential recession or market performance event affecting the CalPERS return on investment could impact the costs allocated to the water fund and create pressure to increase rates prematurely. NHA did not model other potential impacts (reduction in water use, drought or other environmental and economic affects).

Our modeling also looks at the projected debt service coverage for the Water Fund to ensure that the City is complying with the legal covenants on its outstanding debt. Debt service coverage is calculated as net revenues (gross revenues less operating costs) divided by the total debt service payments due in the fiscal year. The City has a legal covenant to maintain rates sufficient to generate revenues that will meet the operating costs and cover debt service on the 2013 Water Bond and 2016 Water Bond. The coverage requirement is that net revenues must be no less than 120% of annual debt service. To the extent that coverage dips below the required minimum of 120%, the City would need to raise rates (i.e. increase revenues) or decrease expenses to bring the coverage back up to required levels.

Our baseline projection indicates that the Water Fund's coverage may decrease to 126% by FYE 2029. We recommend that City staff review this coverage annually to ensure that the Water Fund has sufficient revenues to meet its required coverage and has sufficient revenues to address Water Fund's pay-go capital funding needs.

Key Revenue & Expense Assumptions	Projected Growth Rates (Relative to FY 2023-24 Budget Amounts)
Key Revenues	
Charges for Current Services	0.00%
Key Expenses	
Salaries	1.98%
Special Department Expense	0.00%
Professional Service	5.16%
Financing	-10.00%
Operations & Maintenance	1.77%
Utilities	10.34%
Water Production	0.00%

Water Fund Revenues and Expenses – Baseline Scenario**Water Fund Debt Service Coverage – Baseline Scenario**

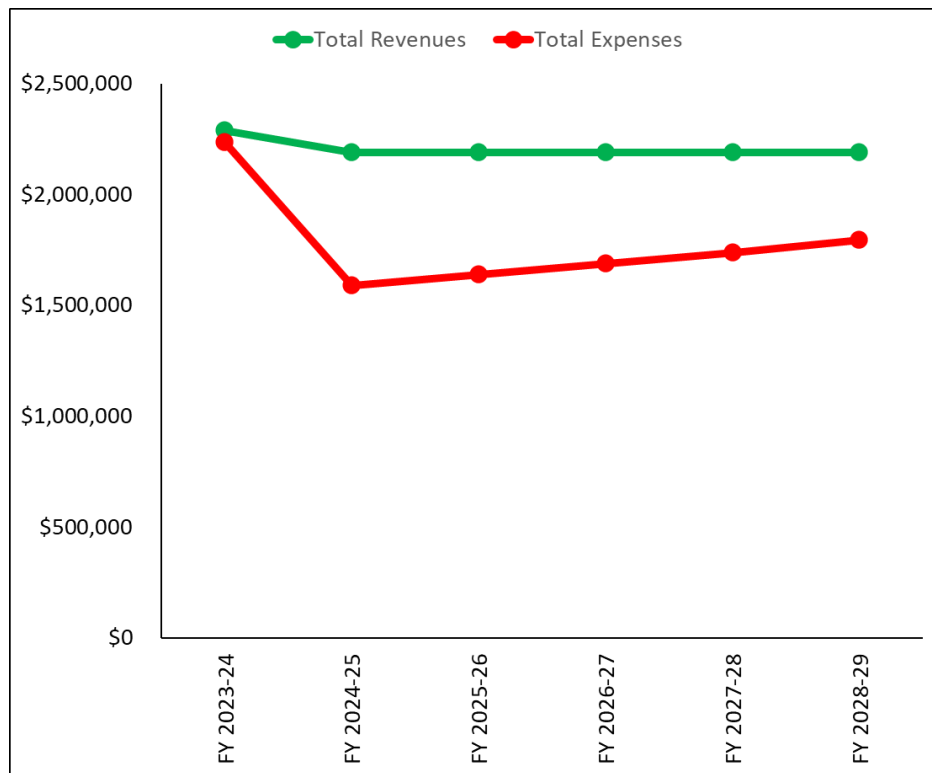
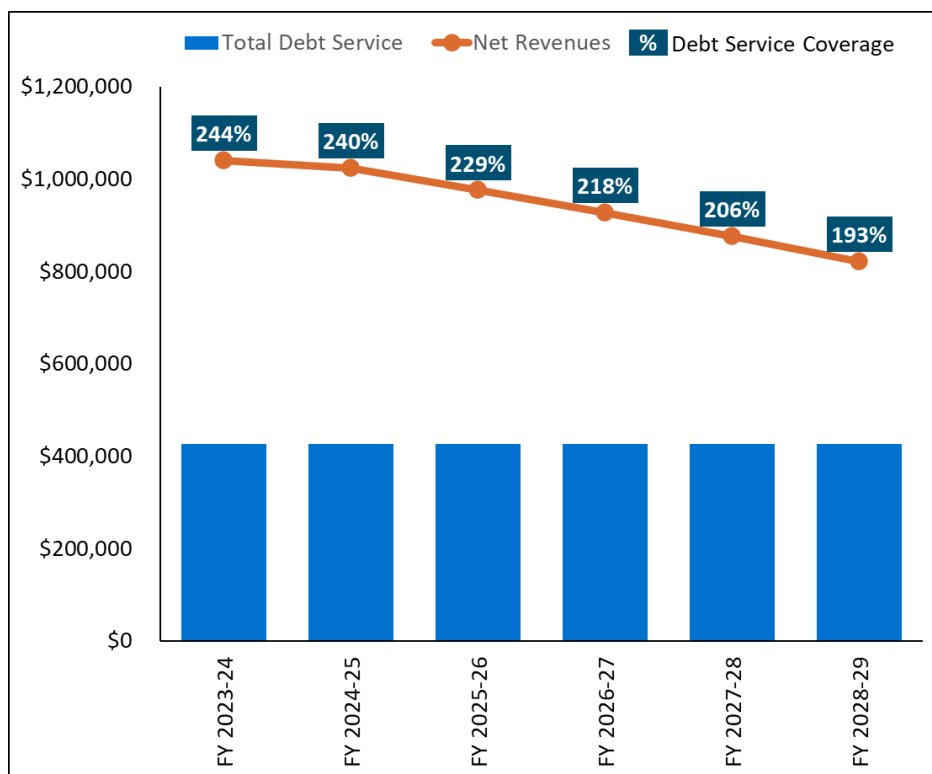
Sewer Fund Assumptions, Scenarios, and Findings

Similar to the Water Fund, the City’s Sewer Fund (Fund 210)’s primary source of revenues are rate revenues. The City only charges a fixed fee for wastewater customers, with the fee based on the type of customer (e.g., single family, multi family, commercial, schools, nurseries, etc.). Sewer rates were last approved in November 2017 for a period from January 2018 – January 2022.

Given the fixed nature of the customer base and the fixed fee, the scenario includes level revenues (no assumption of a rate increase) and increasing operating costs (based on historical information). We do note that an economic market event affecting the CalPERS investment return rate could negatively impact the projected expenses.

The Sewer Fund has one outstanding obligation – the 2012 State Water Resources Control Board State Revolving Fund (“SRF”) loan. Similar to the outstanding Water Fund debt, this 2012 SRF Loan obligation has a covenant to maintain 120% minimum debt service coverage. The Sewer Fund’s projected coverage is expected to remain well above that minimum for the term of the projection. Nevertheless, we recommend that the City continue to monitor and calculate this coverage each year.

Key Revenue & Expense Assumptions	Projected Growth Rates (Relative to FY 2023-24 Budget Amounts)
Key Revenues	
Charges for Current Services	0.00%
Key Expenses	
Salaries	5.22%
Operations & Maintenance	2.22%
Contract Services	-10.00%

Sewer Fund Revenues and Expenses – Baseline Scenario**Sewer Fund Debt Service Coverage – Baseline Scenario**

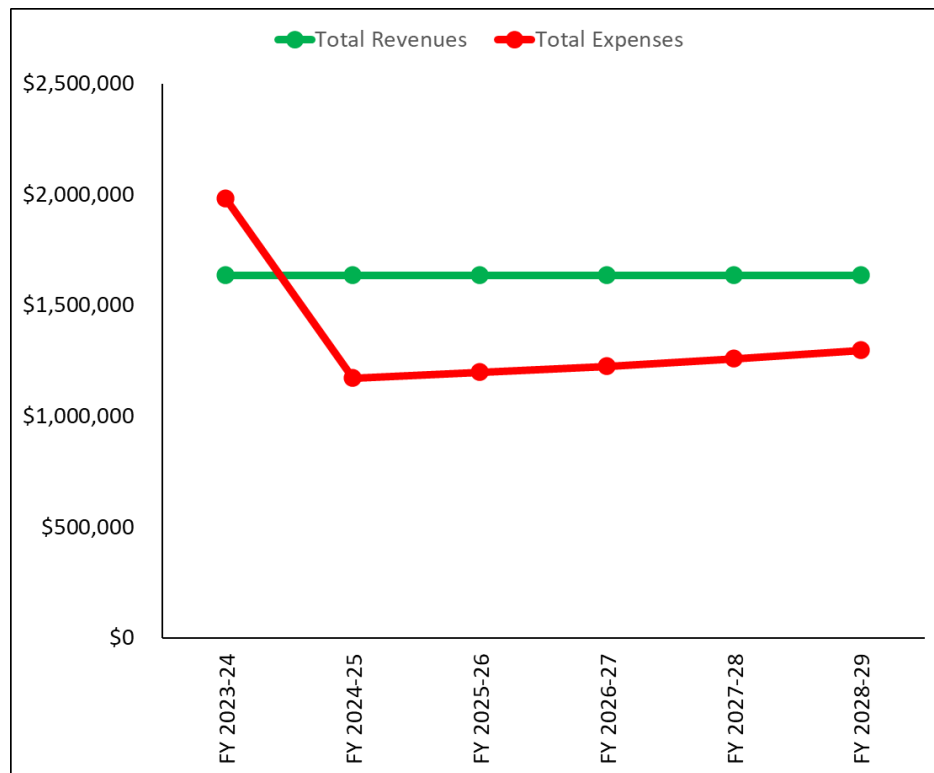
Arroyo Seco Golf Course Fund Assumptions, Scenarios, and Findings

Like the Water and Sewer Funds, charges for services are the main source of revenue for the Arroyo Seco Golf Course Fund (Fund 295). As an enterprise fund, the City requires the Golf Course Fund to be self-supporting. We recognize that the Golf Course completed a Market Support and Financial Analysis exercise with an outside consultant who made recommendations for implementation in FY 2023-24.

In the baseline projections below, we assumed that revenues stay flat at FY 2023-24 budget levels and that overall operating expenses (excluding capital) grow at approximately 3% annually.

We also recognize that the Golf Fund has some significant repairs and capital needs that will stress the future budget. This scenario does not include capital expenses but the capacity for annual pay-go capital improvements is essentially the spread between the green and red lines below. We understand from the January 15, 2024, City Council meeting that the Council has asked City staff to evaluate the City's options for an interim golf fund fee as a strategy to raise more money to support this fund's operational and deferred capital needs.

Key Revenue & Expense Assumptions	Projected Growth Rates (Relative to FY 2023-24 Budget Amounts)
Key Revenues	
Charges for Current Services	0.00%
Key Expenses	
Contract Services	0.31%
Operations & Maintenance	16.50%

Arroyo Seco Golf Course Fund Revenues and Expenses – Baseline/Recession Scenario

Prop A Sales Tax Fund Assumptions, Scenarios, and Findings

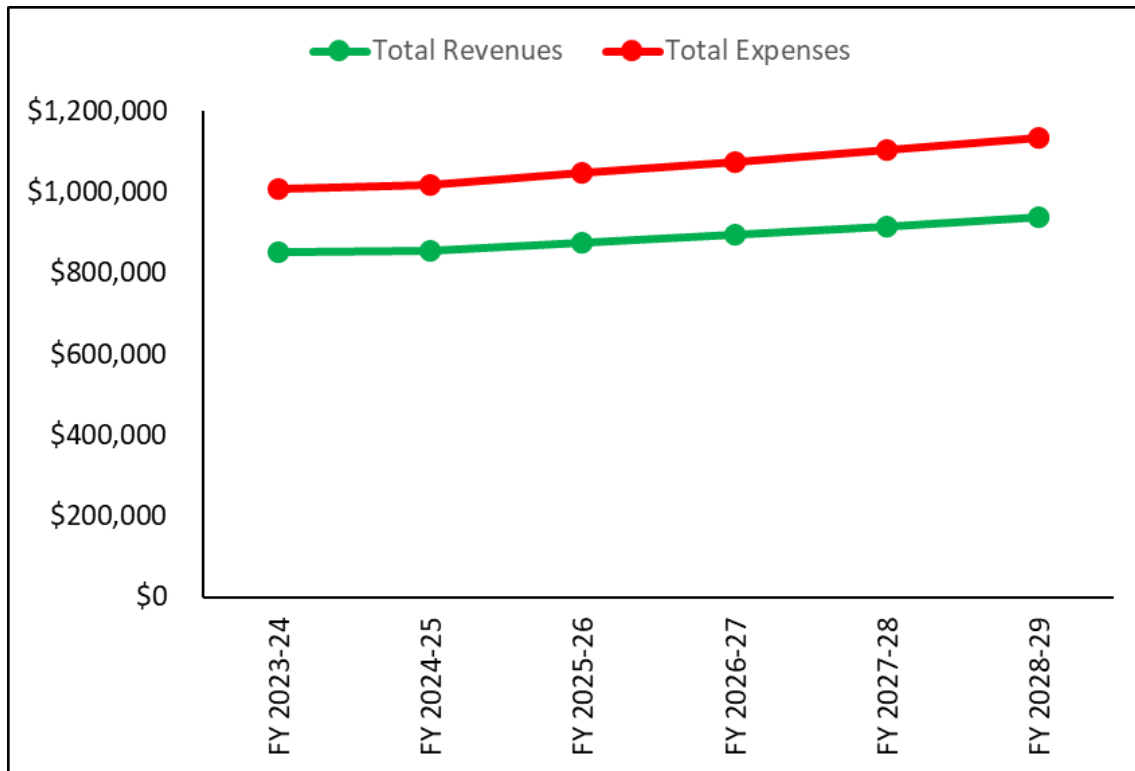
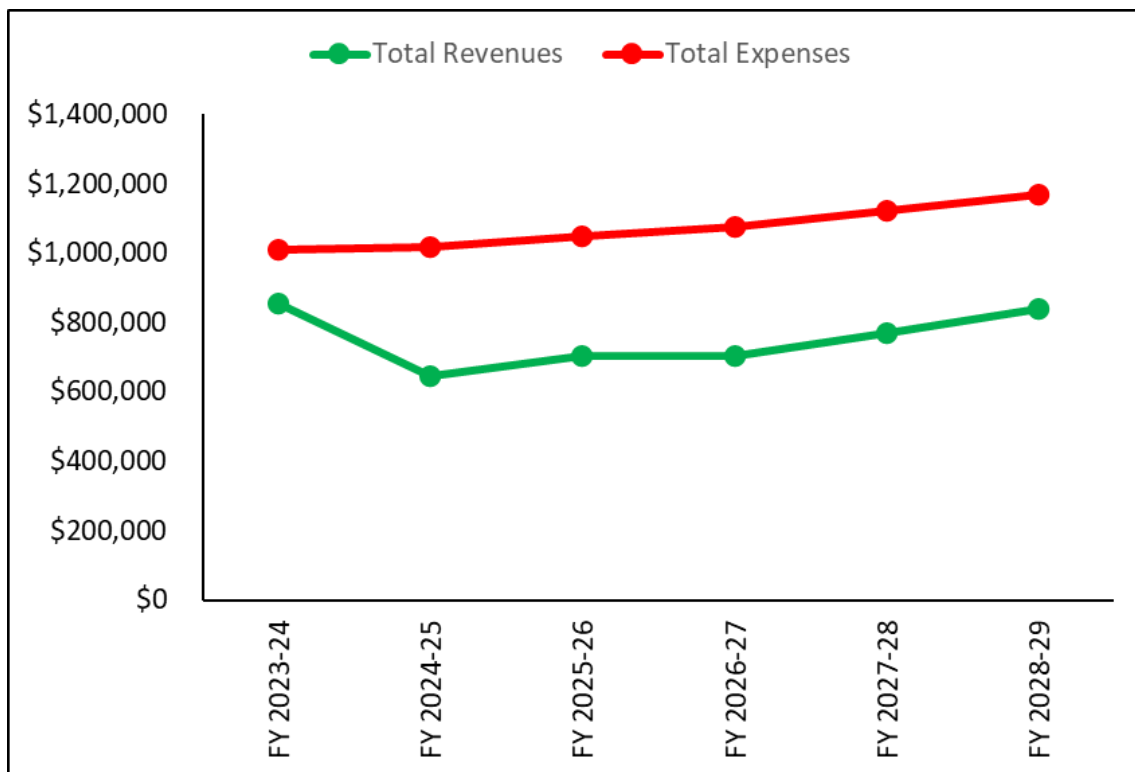
Approved by voters in November 1980, Proposition A is a half-cent sales tax dedicated to transportation funding. As a condition of voter approval, 25 percent of the Proposition A tax revenues are earmarked for the Local Return Programs to be used by cities and the County of Los Angeles in developing and/or improving local public transit, paratransit and related transportation infrastructure. The City's Prop A Sales Tax Fund (Fund 205)'s primary source of revenues is therefore sales tax revenues. The primary source of expenses for the fund is salaries. In the baseline scenario for this fund, salaries are projected to increase 3.86% annually for the next five years, which is consistent with the compound annual growth rate of salaries in the City's General Fund. The sales tax revenues are projected to grow 2.0%, 2.5%, 2.5%, 2.6%, and 2.6% in FY 2024-25 to FY 2028-29, respectively. These projected sales tax growth rates are sourced from HdL's latest sales and use tax budget estimate for the City.

In the recession scenario, salaries are held at the same annual growth rate as the baseline scenario, but sales tax revenues are projected to mimic the sales tax revenue impacts seen in the General Fund recessionary scenario, in which revenue takes a large hit in FY 2024-25. As mentioned in the General Fund section, the sales tax growth rates for this scenario are derived from reviewing the City's sales tax revenues during and after the Great Recession.

In both the baseline and recessionary scenario there is a structural deficit in the Prop A Sales Tax Fund. In the baseline scenario, the annual deficit averages approximately \$180,000 from FY 2024-25 to FY 2028-29. In the recessionary scenario, the annual deficit averages approximately \$350,000 during the same period.

Note that the Prop A Sales Tax Fund has not historically operated at a deficit, but the 5-year projection is growing off the FY 2023-24 budget, which shows a deficit for the fund. The fund has a \$1.9 million fund balance as of FYE 2023 that can be used to cover deficits; however, continued budget deficits fund could negatively impact fund balance.

Key Revenue & Expense Assumptions	Baseline Projected Growth Rates	Recession Projected Growth Rates
Key Revenues		
Sales Tax	2.44%	-25%, 10%, 0%, 10%, 10%
Key Expenses		
Salaries	3.86%	3.86%

Prop A Sales Tax Fund Revenues and Expenses – Baseline Scenario**Prop A Sales Tax Fund Revenues and Expenses -- Recession Scenario**

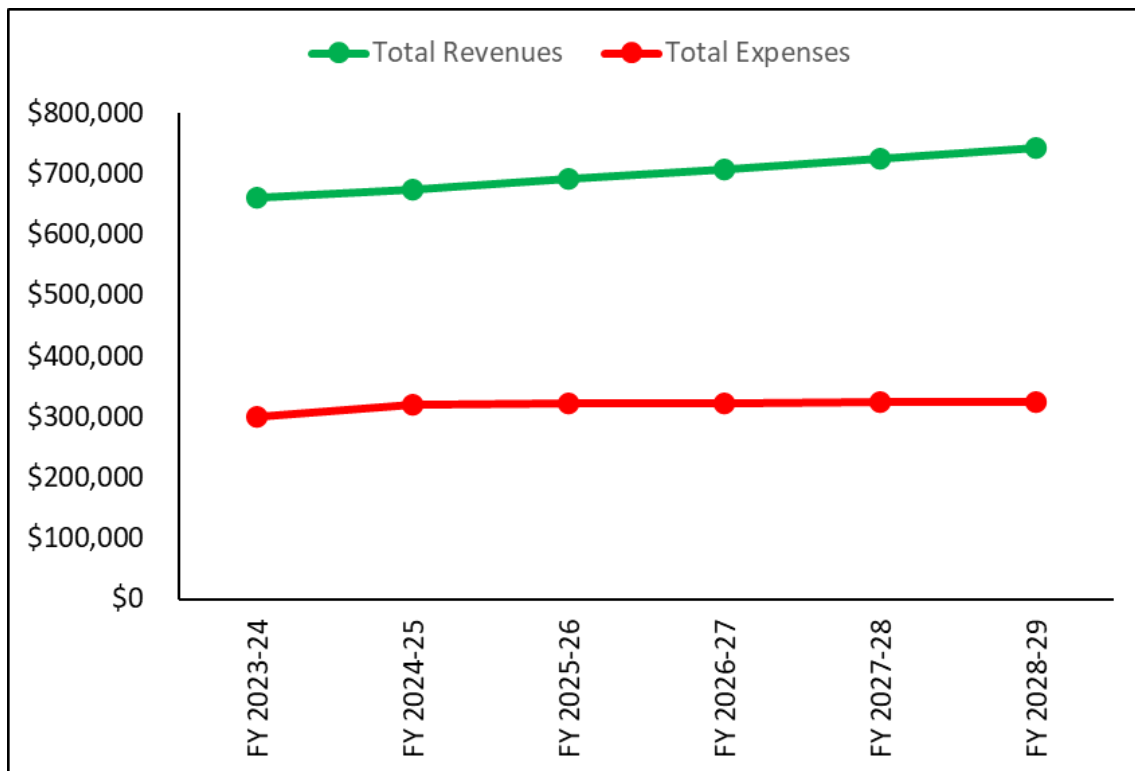
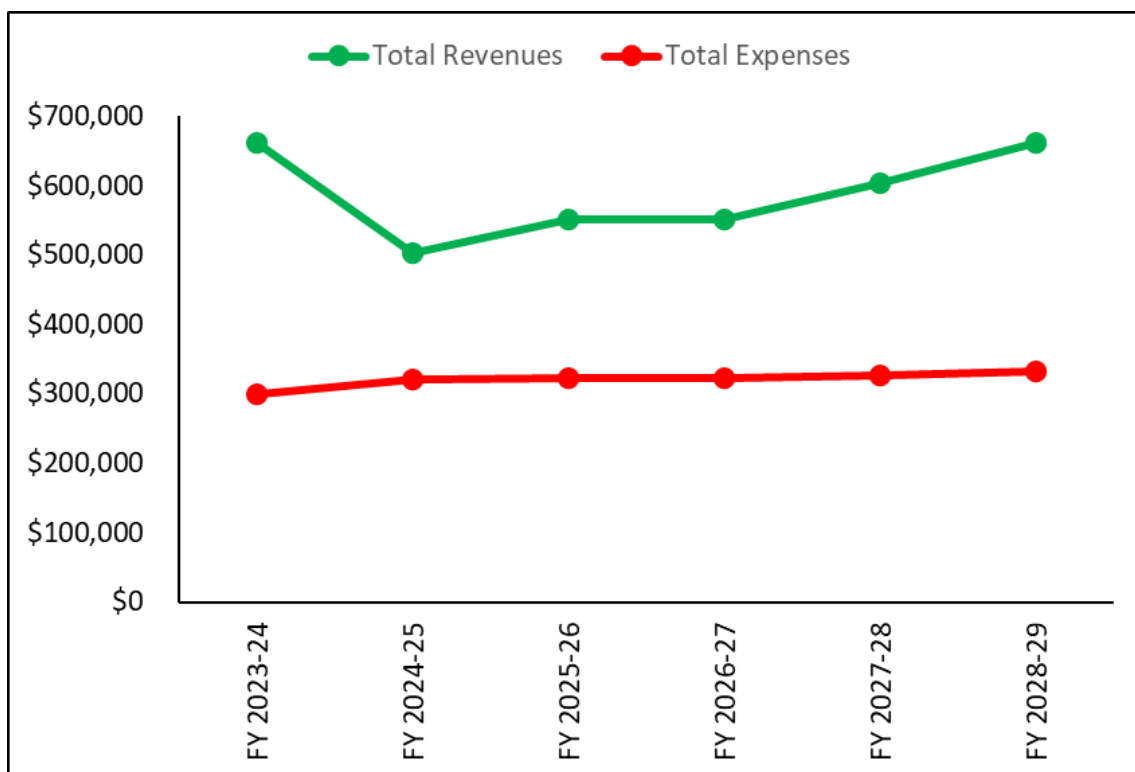
Prop C Sales Tax Fund Assumptions, Scenarios, and Findings

Approved by Los Angeles County voters in November 1990 Proposition C is a half-cent sales tax intended to support projects and programs developed with Proposition A funds and, in particular, provide funding to help improve and expand the rail system started with Proposition A funds. As a condition of voter approval 20 percent of the Proposition C tax revenues are earmarked for the Local Return Programs to be used by cities and the County of Los Angeles in developing and/or improving local public transit, paratransit and related transportation infrastructure. The City's Prop C Sales Tax Fund (Fund 207)'s primary source of revenues is therefore sales tax revenues. The largest expense line items for the fund have historically been salaries and capital projects. In the baseline scenario the sales tax revenues are projected to grow 2.0%, 2.5%, 2.5%, 2.6%, and 2.6% in FY 2024-25 to FY 2028-29, respectively. These projected sales tax growth rates are sourced from HdL's latest sales and use tax budget estimate for the City. In FY 2023-24, the only budgeted expense is \$300,000 for street repairs. In the baseline scenario, it is assumed that the \$300,000 capital expense continues annually.

In the recession scenario, the \$300,000 annual capital expense for street repairs is held constant like in the baseline scenario. Sales tax revenues are projected to mimic the sales tax revenue impacts seen in the General Fund recessionary scenario, in which revenue takes a large hit in FY 2024-25.

In both the baseline and recessionary scenario, fund revenues outpace the expenses, generating an average annual surplus of \$385,000 in the baseline scenario and \$249,000 in the recessionary scenario. Future differences in capital project expenses or other expenses within the fund will alter these surpluses.

Key Revenue & Expense Assumptions	Baseline Projected Growth Rates	Recession Projected Growth Rates
Key Revenues		
Sales Tax	2.44%	1.00%
Key Expenses		
Capital Expenditures	\$300,000 annually	\$300,000 annually

Prop C Sales Tax Fund Revenues and Expenses -- Baseline Scenario***Prop C Sales Tax Fund Revenues and Expenses -- Recession Scenario***

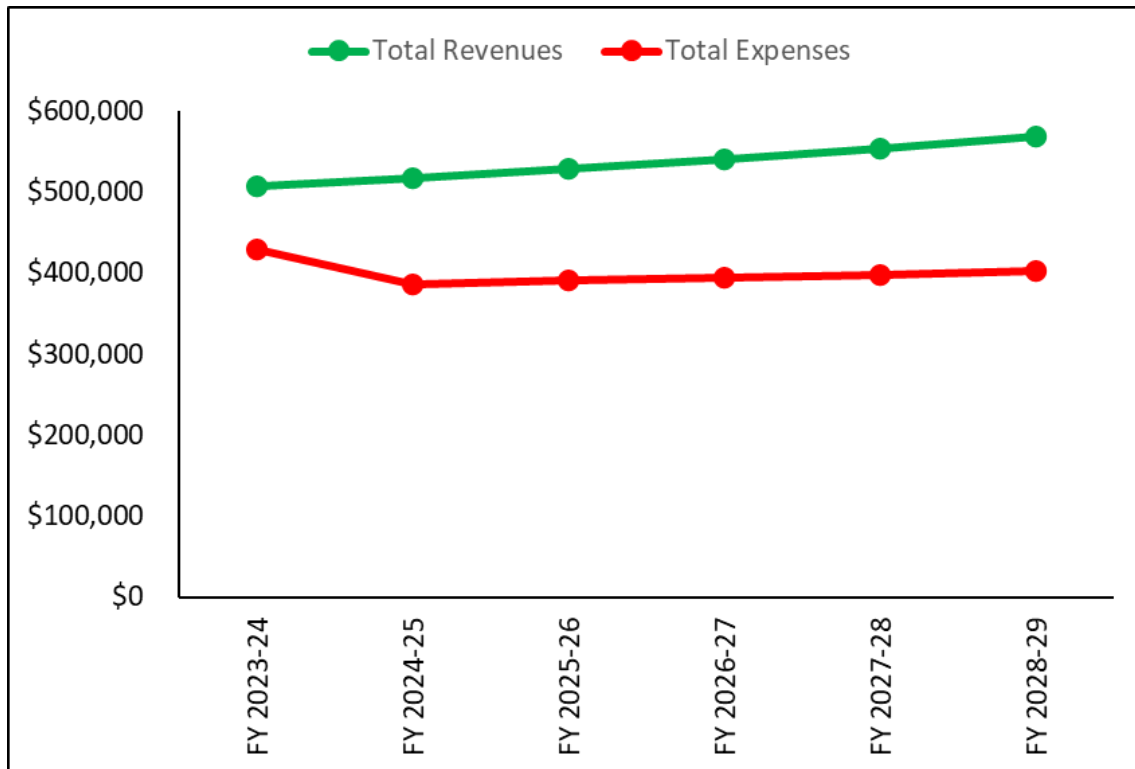
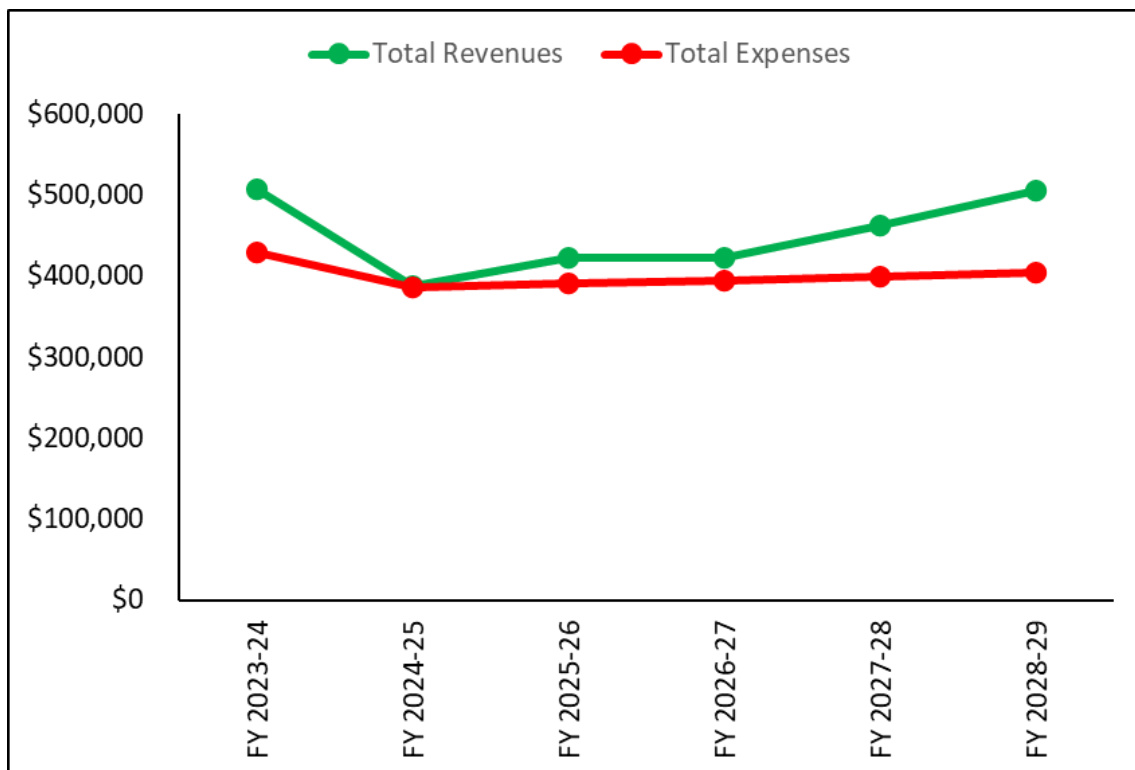
Measure R Fund Assumptions, Scenarios, and Findings

Measure R was approved by Los Angeles County Voters in the November 2008 election. Collection of Measure R revenues commenced on July 1, 2009, and sunsets on June 30, 2039. Measure R revenues are derived from a County-wide 0.5% retail transactions and use tax imposed. The California Department of Tax and Fee Administration is responsible for collecting these taxes and allocating portions of it to various local capital projects and programs. A portion (approximately 15%) of this collection is also earmarked for Local Return. The City's share of the local return is allocated monthly on a per capita basis (City's population as a percentage of the County's population, based on California Department of Finance population estimates).

We recognize that the City's Measure R Fund (Fund 233) has an express role to finance capital projects and, aside from a small administrative component, this Fund's primary expense is annual capital projects. Our Baseline scenario and Recession scenario assume that this fund continues in its pass-through role, spending approximately \$300,000 annually on street-related capital projects.

Because the Fund is essentially 100% dependent upon County-wide sales taxes, our baseline scenario conservatively assumes the Measure R Fund's revenues grow at just under 2.5%, while the recessionary growth scenario we assume a similar impact to sales taxes as we have assumed for other City funds (see table below).

Key Revenue & Expense Assumptions	Baseline Projected Growth Rates	Recession Projected Growth Rates
Key Revenues		
Sales Tax	2.44%	-25%, 10%, 0%, 10%,10%
Key Expenses		
Capital Expenditures	\$300,000 annually	\$300,000 annually

Measure R Fund Revenues and Expenses - Baseline Scenario**Measure R Fund Revenues and Expenses – Recession Scenario**

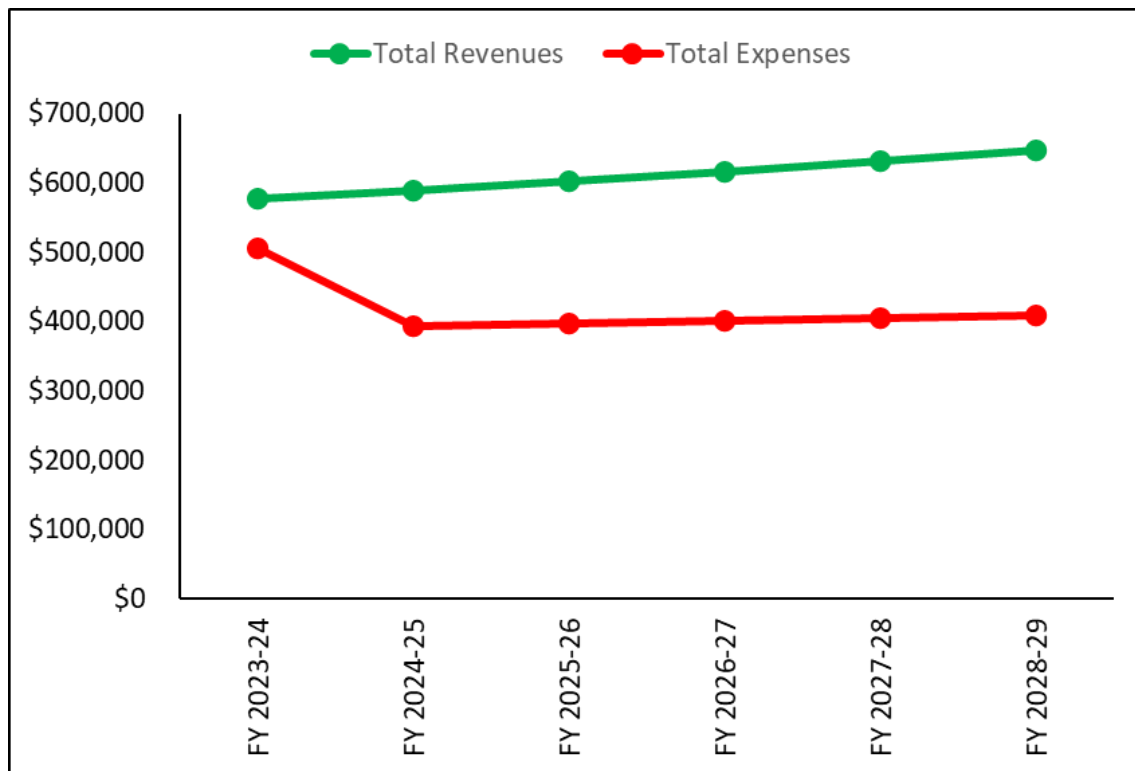
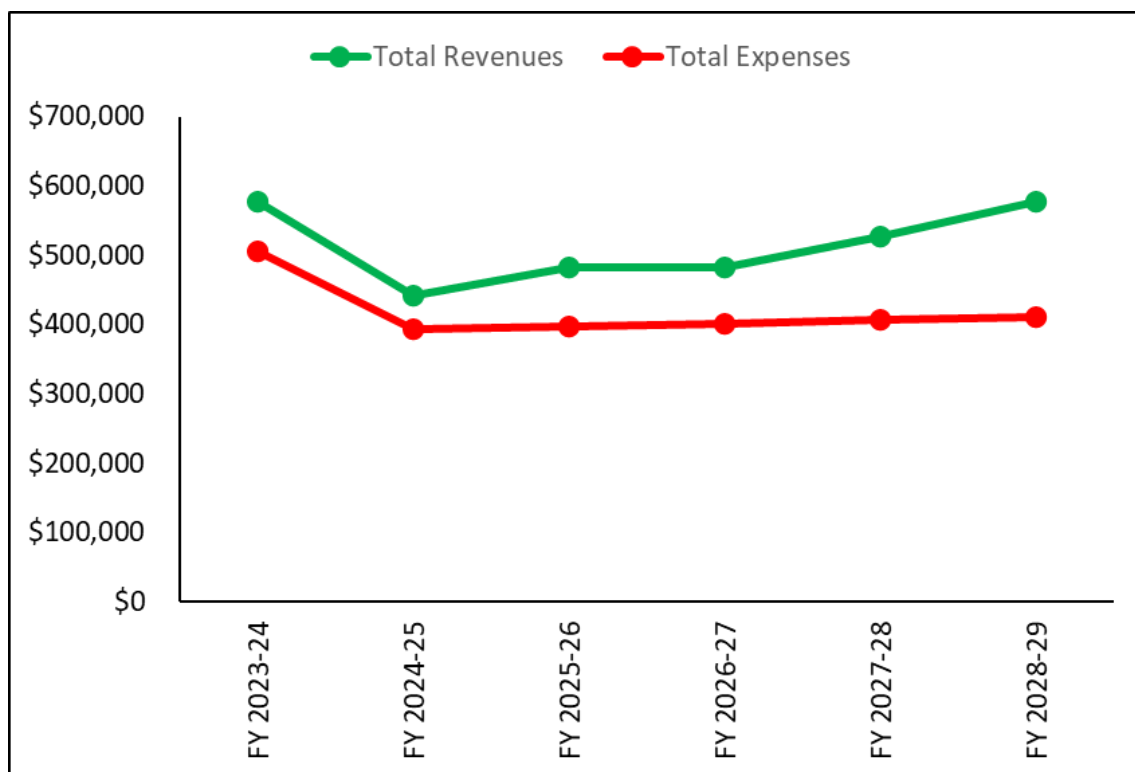
Measure M Fund Assumptions, Scenarios, and Findings

Similar to the Measure R fund, the Measure M Fund (Fund 236) is where the City records the receipts related to a County-wide sales tax revenue measure. Measure M was approved by Los Angeles County Voters in November 2016 as a 0.5% County-wide retail transactions and use tax. Unlike Measure R, Measure M has no sunset and, further, will increase to a 1% tax after Measure R sunsets in July 2039. Measure M is also allocated to a variety of programs, including rail capital projects & operations, highway construction, transit operations, and transit construction. A portion (approximately 17%) is allocated toward local return, which is also allocated to the City monthly on a per capita basis. It is worth noting that when Measure R sunsets in July 2039, the local return will increase from 17% up to 20% to partially offset the loss of Measure R revenues.

This fund has a similar role and operation to the City's Measure R Fund. Given its dependence on Sales taxes, we assume a 2.44% average annual growth under the Baseline Scenario while assuming the revenues take a drastic hit followed by a slow recovery under the Recession scenario.

We recognize that this Fund's role is also to finance capital projects and, aside from a small administrative component, this Fund's primary expense is annual capital projects. Our Baseline scenario and Recession scenario assume that this fund continues in its pass-through role, spending approximately \$275,000 annually on street-related capital projects.

Key Revenue & Expense Assumptions	Baseline Projected Growth Rates	Recession Projected Growth Rates
Key Revenues		
Sales Tax	2.44%	-25%, 10%, 0%, 10%,10%
Key Expenses		
Capital Expenditures	\$275,000 annually	\$275,000 annually

Measure M Fund Revenues and Expenses – Baseline Scenario**Measure M Fund Revenues and Expenses – Recession Scenario**

Gas Tax Fund Assumptions, Scenarios, and Findings

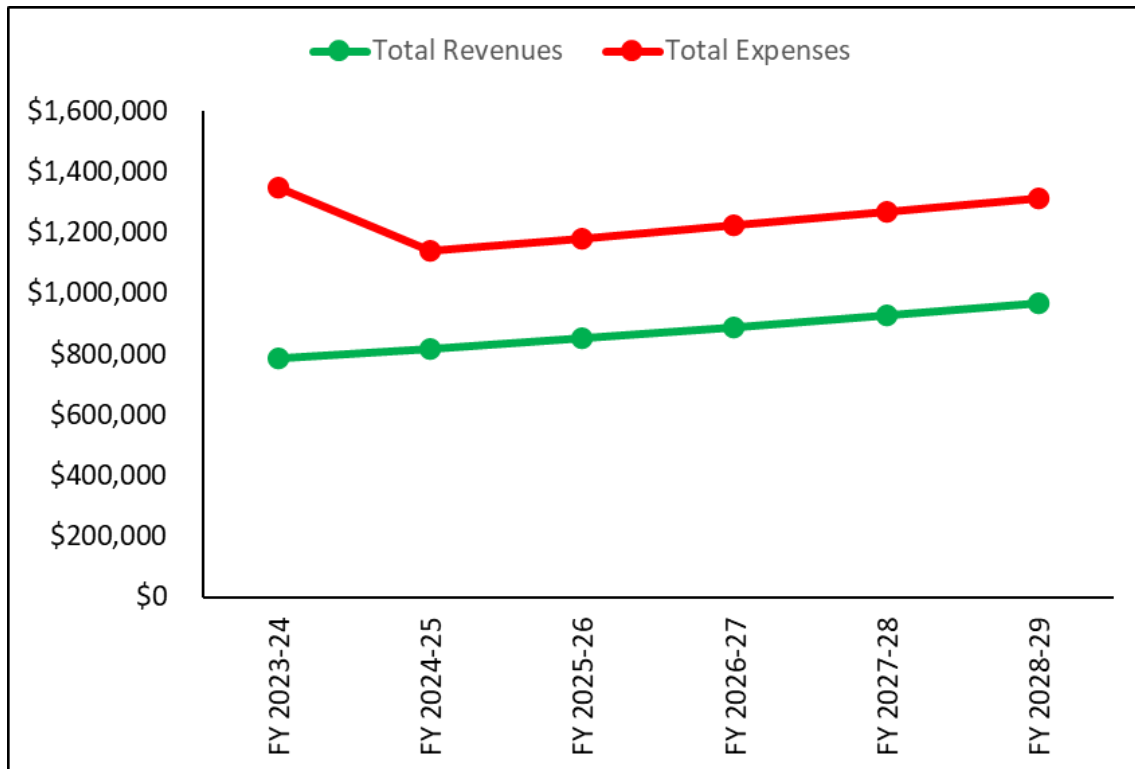
The City's Gas Tax Fund (Fund 230) accounts for all state gas tax-related revenues and expenditures, including street repair, reconstruction and maintenance. These funds are spent on maintaining the City's street and highway system in accordance with State law.

Historically this fund's only real source of revenues has been gas tax revenues received in accordance with Streets and Highways Code Sections 2103, 2105, 2106, 2107, and 2107.5 revenues. We understand that the California legislature has the discretion to change the population-driven gas tax distribution formulas as long as the equity of allocations is preserved. Based on precedent, such as what happened in 2008, it is possible that the State borrows fuel tax payments due to local agencies in future periods of financial stress. However, we also understand that the State's ability to divert these gas tax distributions is limited under Proposition 22, approved by voters in 2010. Nevertheless, an adverse state budget environment could cause the State to delay remitting payments to Cities.

Accordingly, we assume that both Baseline and Recession scenarios essentially have the same revenue profile. While gas consumption for discretionary purposes (like vacations) will most likely decrease under a Recession Scenario, we believe the City's population growth is likely the main driver of this revenue stream for the foreseeable future and that the distribution formulas governing the gas tax have been consistent historically.

On the expense side, we assume that salaries and health insurance expenses grow at just under 4% annually. Given the amount of personnel-related ongoing operating expenses paid out of this Fund, our projection below does not include future appropriations for capital projects. We also recognize that this Fund has historically spent less than the budgeted amounts on capital projects the past few years.

Key Revenue & Expense Assumptions	Baseline Projected Growth Rates	Recession Projected Growth Rates
Key Revenues		
Revenue from Other Agencies (Gas Tax Revenues)	4.34%	4.34%
Key Expenses		
Salaries	3.86%	3.86%
Group Health Insurance	3.49%	3.49%

Gas Tax Fund Revenues and Expenses – Baseline/Recession Scenario

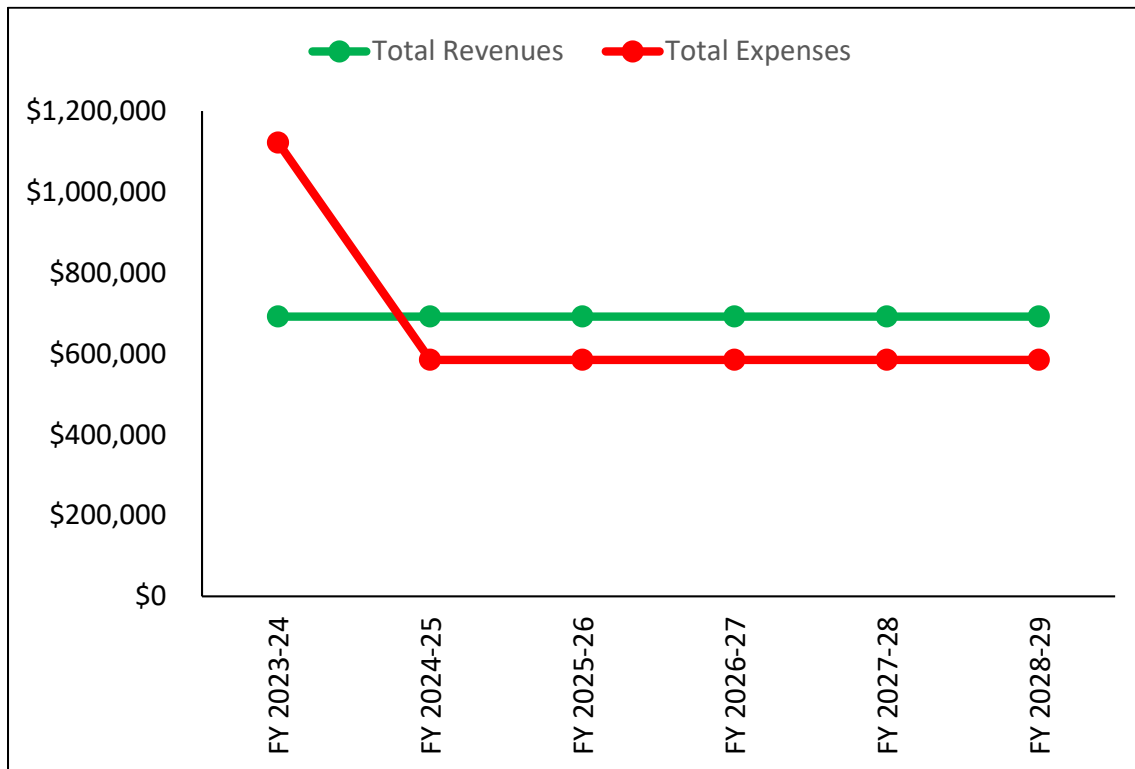
Road Maintenance & Rehabilitation Fund Assumptions, Scenarios, and Findings

The City's Road Maintenance & Rehabilitation Fund (Fund 237) accounts for all revenues and expenditures associated with State Gas Tax SB1. Proposition 69 passed in June 2018. This constitutional amendment guaranteed that all revenue from SB1 would be used for transportation purposes. The formula by which SB1 money flows to the City is convoluted, but essentially, revenues from Transportation Improvement Fees, Diesel Excise Taxes, Gas Excise Taxes, and Zero Emissions Vehicle Fees flow into a Road Maintenance and Rehabilitation Account. The State takes a portion of these revenues "off the top" to use toward statewide capital projects. After the State's take, any excess remaining funds are split 50% toward State highway maintenance and rehabilitation and 50% toward local streets and roads maintenance and rehabilitation. Of that local streets 50% share, that amount is further split 50/50 between Counties and cities. The city allocations are then apportioned based on each city's population. It is this city allocation that flows into the City's Fund 237 – on average \$500K annually (though that number has grown recently). One condition of receiving these funds is that the City must spend a certain amount of matching expense on transportation-related capital projects, known as the City's Maintenance of Effort ("MOE"). Our understanding is that the City's MOE is approximately \$1.428 million, and that the City has historically struggled to spend that much on capital projects. It is also our understanding that the City has been notified by the State Controller's Office that a state audit identified that the City has fallen short of its MOE in the past and that the City is at risk of losing its eligibility for the SB1 Funds it received in FY 2021-22. Additionally, if the City does not meet its MOE in the future, it could lose eligibility for additional future SB1 funds. We understand that the City is exploring its options to 1) allow the City more time to spend the SB1 amounts from prior fiscal years and 2) reduce the City's MOE going forward.

Our forecast assumes that the City is not successful in preventing a claw-back of approximately \$537,000 in SB1 Funds related to prior fiscal years, but that the City is successful in either reducing its MOE going forward or in increasing its rate of capital expenditure to make the City eligible to continue receiving these funds. We recognize the importance of these SB1 revenues to the City and recommend that the City make a concerted effort to address the issues raised by the State.

Similar to our modeling for the Gas Tax Fund, we kept a similar set of assumptions under the Baseline and Recession scenario, as detailed in the table below. Furthermore, we assume a one-time claw-back of \$537,000 in SB1 money which is causing the temporary jump in expenditures over revenues in FY 2023-24.

Key Revenue & Expense Assumptions	Baseline Projected Growth Rates	Recession Projected Growth Rates
Key Revenues		
SB1 Revenues	0%	0%
Key Expenses		
Capital Projects	\$585,000 annually	\$585,000 annually

Road Maintenance & Rehabilitation Fund Revenues and Expenses – Baseline/Recession Scenario

Modeling Limitations

We recognize that financial modeling is limited by the underlying assumptions and model construction. At its core, financial modeling will attempt to project a future financial reality based on reasonable underlying assumptions. Aside from general cautions about the uncertainties regarding the forward-looking limitations of our modeling:

1. The Model will use the Fiscal Year 2023-24 Budget as a baseline and can diverge from reality to the extent that actual financials differ from the budget. We have also attempted to minimize the risk of large one-time expenses or revenues having undue impact on the results the projection term but note that future changes in how the City's 10 funds interact with each other or with other City funds will make the outputs of the Model less meaningful.
2. Zeroing out a revenue or expense line item will require a user to manually enter a dollar amount in a subsequent fiscal year in order for that revenue or expense line item to function properly in the future years.
3. The Model will not incorporate every City fund but is focused on 10 key City funds. We recognize that the City's financial ecosystem reflects interconnections between all funds and we made some simplifying assumptions regarding future transfers out to those other funds. However, a full City-wide model could benefit from more precisely modeling key assumption changes and impacts on future transfers out to other funds. Doing a multi-year projection for all of the City's funds will come with a consultant cost to the City and would require an expansion upon the current scope of the project. While we believe that it is unlikely that modeling out all of the City's funds would result in a material change in the conclusions of this exercise, we stand ready to expand the Model upon the City's request.
4. We will make some simplifying (though reasonable) assumptions regarding future expenses in some key areas like capital expenses and transfers out of the General Fund to support other funds. Model users should be careful to look for these entries and update or amend those entries as needed as key underlying assumptions change.
5. The Model will not be intended to serve as a backward-looking tool. As a result, revenues and expenses use budgetary categories and historical revenues and expenses will exclude many GASB-related non-cash adjustments (e.g., fair market value adjustment for interest revenues) that would show up in the City's audited financial statements. Total revenues and expenses from prior years will not exactly tie to the total revenues and expenses in the City's audited financial statements.
6. Given the complexities of scenario modeling, we recommend that a user interact with City staff or NHA to validate the output of additional scenarios.

Conclusion

Our hope is that this Model will inform future decisions, both operational and capital, by providing a dynamic resource that City staff and officials can use to model future financial scenarios. The Model will assist the user to identify the trends in net revenues under different growth assumptions on revenue and expenditure side. The dynamic nature of the Model allows City staff to stress test financial feasibility of the funds under a variety of scenarios.

We recognize that the City has a desire to begin addressing deferred capital and replacement needs. Accordingly, we expect that the City will need to develop a strategic funding and financing plan to start addressing its deferred capital needs and will need to explore additional revenue growth or expense containment strategies.

We recognize the City's efforts to diversify the revenue stream to reduce the City's revenue concentration risk, including the passage of Measure A (0.75% general sales tax) in 2019 and Measure U in November 2020 (extension of existing 7.5% UUT rate until repealed). The City's sales tax generating businesses are relatively unconcentrated. The City would see benefits from a large, new retail facility not only in terms of revenue generation, but also in terms of reduced reliance on property taxes due to diversification of the City's revenue profile.

If interest rates remain high and home sales remain low, we would expect annual growth in property tax revenues to align more closely to the 2% annual assessed value increases by Proposition 13. This is due to a reduced number of property sales and transfers, leading to fewer sales of properties that have a "pent up" assessed value (i.e. assessed value significantly below market value). A slowdown in development and home sales also leads to lower plan check and planning fee revenues at the City.

While the Federal Reserve Board controls the short end of the yield curve, long-term interest and mortgage rates are a function of investors' views on inflation. Accordingly, it is reasonable to assume that if the Fed reduces short term interest rates because inflation is under control, longer-term rates will also move down. As of the date of this memorandum, the market is pricing in an 8% chance of a reduction in the Fed rate by March, a 35% chance of a reduction in the Fed rate by May, and a 75% chance of a reduction in the Fed rate by June 2024. These probabilities change daily, but we believe they provide a reasonable basis for assuming that the Fed rate decreases in the next 12 months, which leads to lower mortgage rates and causes the rate of home sales to increase from current levels.

The City has controlled expense growth over the past several years, averaging just under 4% for salaries in the General Fund. We recognize that the City's FY 2023-24 budget incorporates approximately 11% vacancy savings. With recent inflationary pressures on California households, the negotiated salary increases in the next cycle may be key toward ensuring financial health.

Finally, the Model provides projections of the future at a certain point in time. We recognize that actual results may differ from projected results due to unanticipated events. Accordingly, it is very important to have options when modeling future revenues, expenditures, and other assumptions and the Model has significant flexibility built into it for this purpose. With the Model's transparency, interactive functionality, and accessibility, we hope that the Model can assist the City with determining strategic goals to further increase the fiscal fitness and resilience of the City.

NHA Advisors, LLC is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board (“MSRB”). As such, NHA Advisors, LLC has a Fiduciary duty to the public agency and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the public agency with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to the public agency’s determination as to whether to proceed with a course of action or that form the basis for any advice provided to the public agency; and
- d) undertake a reasonable investigation to determine that NHA Advisors, LLC is not forming any recommendation on materially inaccurate or incomplete information; NHA Advisors, LLC must have a reasonable basis for:
 - i. any advice provided to or on behalf of the public agency;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the public agency, any other party involved in the municipal securities transaction or municipal financial product, or investors in the public agency securities; and
 - iii. any information provided to the public agency or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty

NHA Advisors, LLC must deal honestly and with the utmost good faith with the public agency and act in the public agency’s best interests without regard to the financial or other interests of NHA Advisors, LLC. NHA Advisors, LLC will eliminate or provide full and fair disclosure (included herein) to Issuer about each material conflict of interest (as applicable). NHA Advisors, LLC will not engage in municipal advisory activities with the public agency as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the public agency’s best interests.

APPENDIX B: CITY OF SANTA BARBARA UTILITY FINANCING CAPACITY MEMO

MEMORANDUM

Date: November 21, 2025

To: City of Santa Barbara Water and Wastewater Utilities
City of Santa Barbara Finance Department

From: Craig Hill, *Managing Principal*
Christian Sprunger, *Vice President*

RE: City of Santa Barbara Water and Wastewater Funds – Project Financing Capacity

Executive Summary

The City of Santa Barbara (“City”) is planning for major capital projects to its Water and Wastewater systems. As shown in the table to the right, City Council adopted four-year rate increases for Water and Wastewater in June 2025, replacing previously approved rates for FYE 2025 and extending increases through FYE 2028. In addition, City staff, in collaboration with HDR (rate consultant), updated long-term revenue and expense forecasts through FYE 2033. City staff also provided NHA Advisors (“NHA”) an updated Capital Improvement Program (“CIP”) forecast for the Water and Wastewater Funds.

The City engaged NHA to evaluate debt capacity for each fund, run various financing scenarios and provide an overview of available funding sources. NHA developed a dynamic pro forma for the Water and Wastewater Funds and extended the term of the forecast from FYE 2033 to FYE 2036 to tie to the term of the updated CIP forecast. NHA’s modeling assumes similar rate increases as HDR’s update, namely 6.5% annual rate increase for the Wastewater Fund and 5.0% annual rate increases for the Water Fund for FYEs 2029-3033. For FYEs 2034-2036, our analysis assumed 5.0% and 2.0% annual rate increases for the Wastewater Fund and the Water Fund, respectively.

The following sections in this memorandum summarize our findings and conclusions regarding debt financing considerations for the Wastewater and Water Funds.

Approved Rate Increases*

Effective Each July 1st

FYE	Wastewater Rate Increases	Water Rate Increases
2025	9.5%	10.5%
2026	9.5%	10.5%
2027	9.5%	10.0%
2028	9.5%	10.0%
2029	6.5%	5.0%
2030	6.5%	5.0%
2031	6.5%	5.0%
2032	6.5%	5.0%
2033	6.5%	5.0%

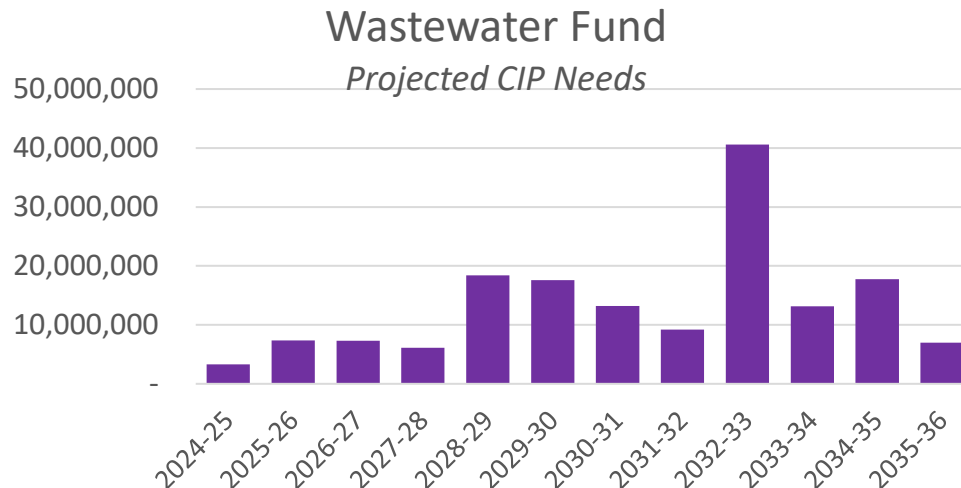
Approved
From Updated 2025
Modeling;
Final Amounts TBD

*Based on average bills for single family residential; assumes 8 HCFs water consumption

Wastewater Fund

Capital Funding Need

Like other California public agencies, the City's Wastewater Fund CIP cost estimates have increased significantly since the 2024 Rate Study. Current projected Wastewater Fund CIP expenditures through 2033 are now estimated to be \$128.4M, representing a 56% increase over the \$82.5M assumed in the rate study over that same period. In total the City anticipates **\$157M** in CIP expenditures through FYE 2036. The graph below illustrates anticipated annual CIP expenditures for the Wastewater Fund:



The largest projects in the Wastewater Fund are the El Estero Water Resource Center ("El Estero") thickener and control building improvements (\$30M), the Calle Real Sewer Capacity Crossing (\$18M), a sludge holding tank at El Estero (\$12.M), and annual sewer line rehabilitation (\$2.4 million per year on average, \$30.4M total). The El Estero thickener and control building improvements project is responsible for the projected spike in capital spending in FYE 2033.

While sewer collection system replacements can be funded through market rate debt, we believe that best practice in the long run is to fund it annually through pay-go. The exception to this would be in the event a utility has a substantial amount of "deferred maintenance" with respect to distribution line replacement, in which case consideration of a debt issuance to "catch up" is appropriate. Given the consistency in the Wastewater Fund's annual replacements and repairs, we believe this best practice also applies to the City's Wastewater Fund.

Existing Debt and Covenants

Historically, the City has been very successful with securing below-market rate loans through the California State Water Resources Control Board's Clean Water State Revolving Fund ("CWSRF") program. Impressively, the City's projects have scored well on CWSRF's competitive scoring criteria, a testament to the work City staff have done to identify candidate projects and bring them through the lengthy CWSRF application and funding process.

With the exception of the 2016 Sewer Revenue Refunding Bonds, the City has primarily used CWSRF loans as its external loan source for its Wastewater capital needs. Because of the below-market interest rates

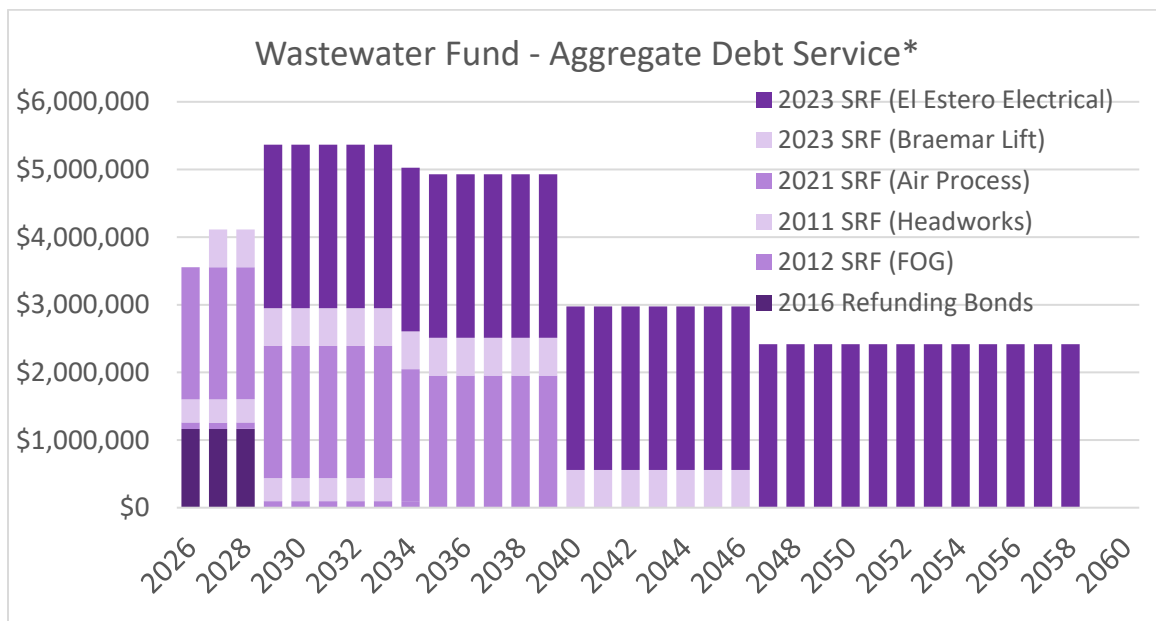
on CWSRF loans, the program consistently receives applications for a total requested loan amount that is multiple times higher than the amount available. As a result, borrowers from the CWSRF program have minimal ability to negotiate terms on CWSRF loans.

The table below summarizes the key terms on the City's CWSRF Loans and 2016 Sewer Revenue Refunding Bonds. While the outstanding debt consistently has a 120% rate covenant and additional bonds test ("ABT"), there are nuanced differences between the loans. Notably, CWSRF loans in and prior to 2021 have a different rate covenant and ABT from the CWSRF loans after 2021. In late 2021, the State made a policy change with respect to its required rate covenant and Additional Bonds Test ("ABT") to pivot from an annual test (i.e. comparing each year's net revenues with that same year's debt service due) to an forward-looking test (i.e. comparing the most recent year's net revenues with the maximum aggregate debt service in the current year and the next five years). While this test put additional strain on CWSRF program borrowers in general, it did not materially impact the City of Santa Barbara due to the aggregate structure of the City's outstanding debt.

Debt	Rate Covenant	ABT	Other Covenants
2011 SRF Headworks	120% of annual DS	120% annual DS; 2 > "A" ratings	Restricted Reserve (MADS)
2012 SRF FOG	120% of annual DS	120% annual DS; 2 > "A" ratings	Restricted Reserve (MADS)
2016 Revenue Bonds	120% of annual DS	120% of MADS	No Reserve Req; Callable 5/15/2026
2021 SRF Air Process	120% of annual DS	120% annual DS; 2 > "A" ratings	Restricted Reserve (MADS)
2023 SRF Braemar	120% of MADS	120% of MADS	Restricted Reserve (MADS); non-callable
2023 SRF Electrical	120% of MADS	120% of MADS	Restricted Reserve (MADS); non-callable

Importantly, in order to issue future debt to finance Wastewater capital projects, the City will need to comply with the ABT on its outstanding debt. The most restrictive aspects of each test will apply to create a "mosaic" or "hybrid" test that meets the requirements on all outstanding debt. As a result, we expect that any future Wastewater Fund debt will be required to have two "A" or better credit ratings and net revenues in the most recently completed fiscal year equal to 120% of maximum annual debt service.

Given the current structure of the City's outstanding debt, we do not believe the City will have a problem complying with the ABT on its outstanding CWSRF loans and 2016 Sewer Revenue Bonds. As the graphic on the following page illustrates, the City's outstanding Wastewater Fund debt is structured on an individual level basis and descending on an aggregate basis.



The graphic above includes debt service on a total loan principal of \$50 million for the 2023 El Estero Electrical CWSRF loan. Final approval of this increase in loan amount will go before City Council in December 2025, but our modeling assumes the amendment is approved.

In aggregate, the City's Wastewater Fund's maximum annual debt service plateaus around \$5.4M for a four-year period from FYE 2029-2033. From that point forward, the total aggregate debt service will step down, first in FYE 2034, next in FYE 2040, then in FYE 2047. Because of this aggregate structure, the City should not have a materially harder time complying with the forward-looking rate covenant and ABT on its outstanding CWSRF Loans than it would on a more traditional bond rate covenant or ABT. However, should this aggregate structure shift over time to an aggregate ascending debt service structure, the City could see pressure to raise rates to comply with the CWSRF loan covenants.

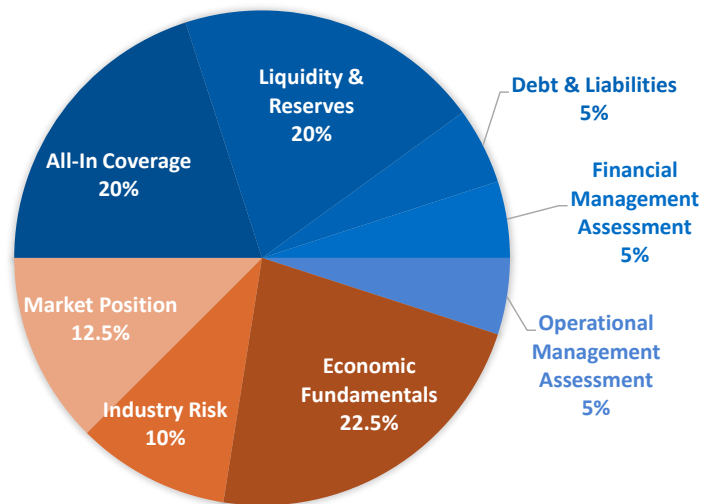
Credit Rating Considerations

The Wastewater Fund's 2016 Bonds currently maintain a "AA+" rating from S&P Global Ratings ("S&P") and has remained unchanged since that rating was assigned in 2016. This very strong credit rating is based on strong debt service coverage, sound liquidity (over one year of operations in cash) and a manageable 5-year CIP.

The graph on the following page illustrates S&P's retail utility rating criteria for water and wastewater utilities. The items in blue are items that the City has more control over (approximately 55% of the total rating assessment) while the items in orange are areas that the City has less control over (approximately 45% of the total rating assessment). Notably, debt service coverage and liquidity and reserves combine for 40% of the overall rating assessment and are the vast majority of the City's controllable credit rating. Accordingly, our analysis focuses primarily on ending debt service coverage and liquidity and reserve balances.

RATING CRITERIA WEIGHTING

City has more control over these items



City has less ability to control these items

It is important to note that S&P's assessment of liquidity and reserves considers all cash that could be legally re-directed to pay debt service. As a result, S&P's calculation includes restricted reserves and reserves that have been earmarked for special purposes, provided that those restricted or earmarked reserves can be re-allocated at City Council discretion.

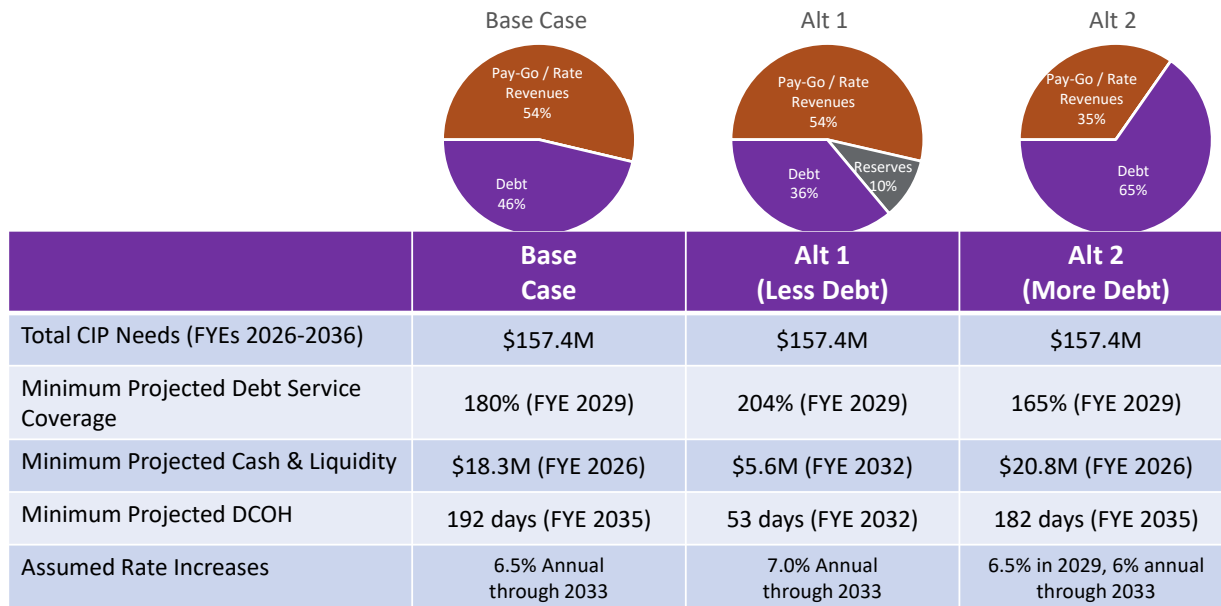
Financing Scenarios

NHA prepared a dynamic forecast that uses HDR's updated revenue and expense forecasts through FYE 2033, the City's updated CIP schedule through FYE 2036, and extends the financial forecast through 2036 by assuming operating expenses forecast grow at the same annual growth assumptions as HDR's analysis and assuming 5% rate increases during the FYE 2034-36 period.

NHA modeled three scenarios for the Wastewater Fund – a Base scenario, an alternative scenario that explored less debt (more pay-go and reserves) for capital needs, and a second alternative scenario that explored more debt for capital needs. All three scenarios solved for the required \$157.4M in CIP funding needs through FYE 2036, however each did so using a slightly different strategy:

- Base Case scenario made the implicit assumption that any net revenues available after debt service is dedicated toward capital expenses. Accordingly, the blend of pay-go revenues (54%) and debt (46%) is based on the projected future net revenues after debt service (cumulatively \$101.3M from FYE 2026-2036) and represents a "natural" split between pay-go and debt funding. To the extent that actual revenues or operating expenses differ and cause a different cumulative amount of net revenues during this period, the blend between pay-go and debt funded CIP may vary.
- Alternative 1 (Less Debt) scenario builds upon the Base Case scenario to take the "natural" 54%/46% split between pay-go and debt funded capital and assumes the City intentionally draws down reserves to issue less debt. As a result, the financing blend for Alternative 1 is 36% debt, 10% reserves, and 54% pay-go.
- Alternative 2 (More Debt) scenario assumes the City intentionally issues more debt to increase its reserves up to at least \$20M. This scenario takes the allocations between debt and pay-go from

the Base Case scenario, but puts more revenues toward bolstering reserves. As a result, this Alternative 2 utilizes a blend of 65% debt and 35% pay-go.



Our objective in showing these three scenarios is to illustrate the fundamental trade-offs in a debt sizing decision: generally speaking, more debt means less near-term pressure to raise rates, higher cash and reserve balances, but lower debt service coverage. This general relationship plays out in the three scenarios above when comparing the minimum debt service coverage, minimum projected cash and liquidity levels and rate increases. Compared to the Base Case, Alternative 1 has higher coverage (due to lower debt) but lower cash and liquidity and higher near-term rate pressure. By contrast, Alternative 2 has lower coverage (due to higher debt service), higher cash and liquidity, and lower near-term rate pressure.

Viewing the results of this comparative analysis within the framework of S&P's rating criteria produces some interesting insights: S&P's coverage evaluation has a threshold of 160% debt service coverage – historical and projected coverage above this threshold are eligible to receive a top assessment for coverage. While coverage below 160% would fall into a second-tier assessment. From a liquidity and reserves assessment perspective, maintaining a reserve balance equal to or greater than \$20 million and at least 150 days of operations would make the Wastewater fund eligible to receive the top assessment. Falling below the \$20 million level while still maintaining 150 days of operations in cash would put the Wastewater Fund into the second-tier assessment.

We recognize that the credit rating is only one element of the overall planning and optimization of the Wastewater Fund's financial and capital improvement plans. However, given the economic benefits of preserving a relatively low cost of borrowing by maintaining the current "AA+" credit rating, the City should carefully consider the ways in which its financing strategy can impact those cash and coverage amounts.

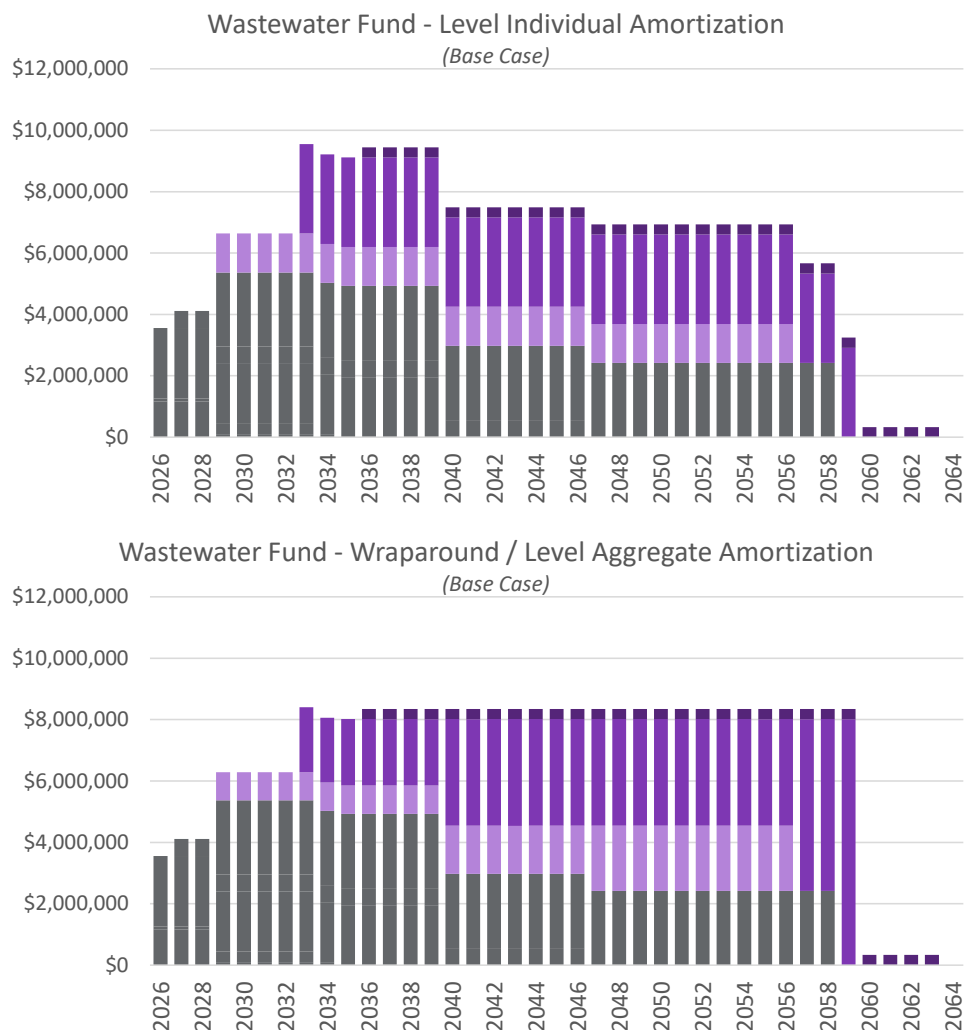
For the purposes of the analysis in this section, we assumed that market rate debt is issued at a 4.15% rate, which ties to a "AA" rated 30-year utility bond offering that priced in late October 2025. This indicative rate in our analysis is subject to future market fluctuations. We assumed issuance costs approximately 3% of par (including all underwriting fees) and structured the market debt

to have two years of capitalized interest. Furthermore, we assumed that future market rate debt would not have a cash debt service reserve fund given current market preference for “AA” category utility bonds. Finally, we assumed three series of market rate debt to address a portion of the costs through FYE 2036: one series issued between FYEs 2026 and 2029, a second series issued between FYEs 2030 and 2033, and the third series issued between FYEs 2034 and 2036.

Our analysis assumed no grant money to offset future capital costs. As future grants are identified and secured, the amount of funding from external markets and/or City cash and reserves will decrease.

Wrap Structure Considerations

Historically, the City has issued each of its individual bonds and loans with level amortization. As a result, the City’s debt structure has an aggregate downward sloping shape (see graph on page 4). If the City were to structure its anticipated future debt with that same level amortization, the City may have a “near term plateau” in annual debt service costs. The first graphic below illustrates one potential aggregate structure of the City’s outstanding debt under the Base Case scenario after the City has issued future market rate bonds to address a portion of its capital funding needs. The City’s existing aggregate debt is shown in grey, and the future series of bonds are shown in the three purple series.



Unlike SRF loans, which require level amortization, future market rate debt provides the City with an option to structure that debt with a deferred or “wrap around” structure. Under this alternative, the new debt is structured with deferral of principal repayments to target a level aggregate structure. The graph

above keeps the same assumptions regarding timing and sizing of the three future series of Wastewater Fund debt, but structures each of them with a goal of achieving a level aggregate solution.

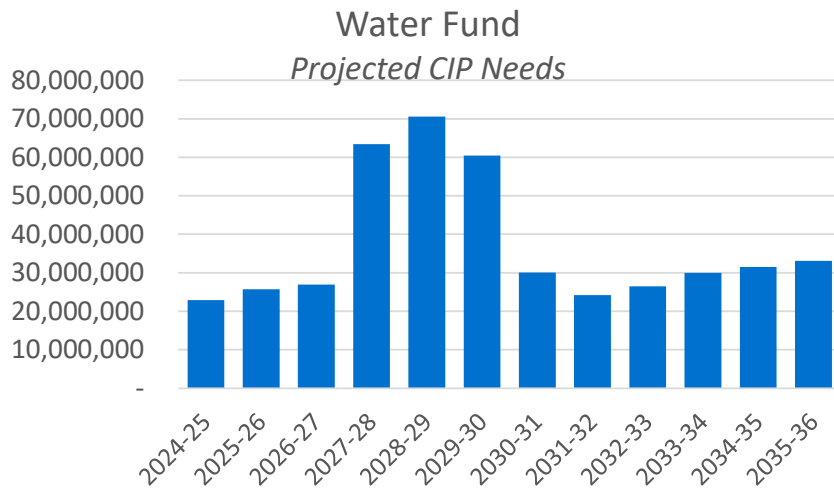
Relative to the level individual amortization scenario, which had aggregate debt service of \$9.5M per year in starting in fiscal year 2033, a wraparound structure keeps the aggregate debt service around \$8.4M per year through 2057. The benefit of lower upfront payments comes with the cost of higher total debt service paid over the life of the loan. In cashflow terms, a wrap around structure on future bond issues could save the City as much as \$9.2M in debt service payments through 2039 but could have higher total payments of \$ 30.5M beyond 2039. Combining these two figures, the total cashflow cost of a wraparound structure would be approximately \$21.3M. Since the benefit of the lower debt service payments under the wrap around structure is received in the near-term, the present value cost of a wraparound structure is approximately \$4.5M (discounted to 2026 on an annual basis at 4.15%).

Typically, issuers will use a wraparound structure on future debt when their priority is reducing near-term pressure on ratepayers. By contrast, issuers typically use a level aggregate structure (similar to the City's historical practice) when their priority is minimizing the cost of capital.

Water Fund

Capital Funding Need

Similar to the Wastewater Fund, the Water Fund has seen its capital costs continue to increase since the 2024 Rate Study. While the rate study projected \$373M in CIP through FYE 2033, the City's current estimate for FYEs 2026 to 2036 is now \$422.4M in total, with a period of elevated costs focused in the FYEs 2028 to 2030 (see graphic to the right). The



The City's Vic Trace Reservoir project (estimated cost of \$127M) is the primary cause of those higher capital expenditures during the FYE 2028-2030 period. Additionally, the City has its program of annual water main replacements, averaging \$20M per year (or \$210M through FYE 2036).

In 2025, the City closed on a \$50M DWSRF loan to fund the cost of the Cater Reservoir Resiliency Project. As a result of a funding source already being identified and secured, the costs of that project are excluded from the chart above.

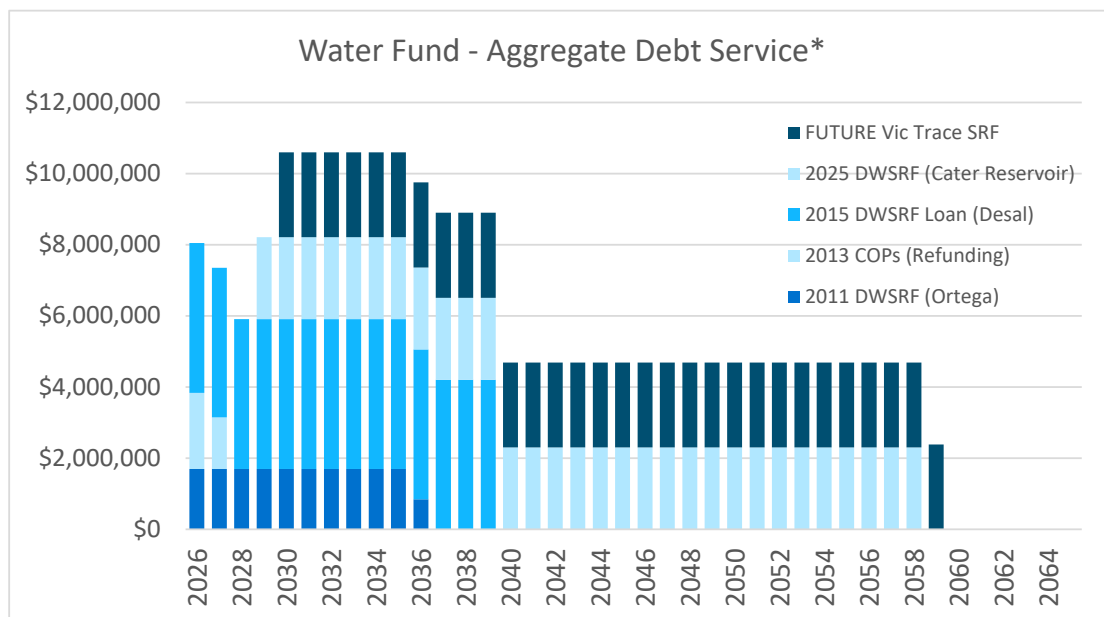
Existing Debt and Covenants

Like the Wastewater Fund, the Water Fund has been successful in funding its capital projects through California State Water Resources Control Board's Drinking Water State Revolving Fund ("DWSRF") program. Except for the 2013 Certificates of Participation ("2013 COPs") the City has used DWSRF loans as its external loan source for funding capital projects. Like the Wastewater Fund, the key covenants on the Water Fund's DWSRF loans have changed over time as DWSRF policies have evolved. Most notably, the most recent 2025 DWSRF Loan for the Cater Reservoir Resiliency project has the standard features that the State is requiring on their new loans: rate covenant and additional bonds test ("ABT") with an inherent five-year look forward for calculating Maximum Annual Debt Service ("MADS") and a non-callable feature.

Debt	Rate Covenant	ABT	Other Covenants
2011 DWSRF (Ortega)	100% MADS	No Senior Lien Debt	Restricted Reserve (MADS)
2013 COPs	125% annual DS	125% MADS through final maturity	DSRF (Sized to varied 3-Prong Test); callable anytime
2015 DWSRF (Desal)	125% annual DS	125% annual DS; 2 > "A" ratings	Restricted Reserve (MADS)
2025 DWSRF (Cater)	125% MADS	125% MADS	Restricted Reserve (MADS); non-callable

The graphic above illustrates the current and anticipated structure on the Water Fund’s outstanding debt. Like the Wastewater Fund, the aggregate structure is level and steps down as debt matures. This graphic also includes the anticipated future debt service on a \$50M DWSRF Loan to fund a portion of the Vic Trace Reservoir project’s \$127M cost. (Our analysis for the Water Fund treats that loan as a “given” and assumes that future loan closes in the next 2-3 fiscal years, with debt service commencing in FYE 2030.)

Taken in aggregate, the Water Fund’s debt service will step down from approximately \$8M in 2026 to just under \$6M in FYE 2028 and then step back up to over \$8M in FYE 2029 when the 2025 DWSRF Loan debt service commences. It will step up further in FYE 2030 when the future Vic Trace DWSRF Loan repayment commences.



*Includes future anticipated \$50M SRF Loan for the Vic Trace Reservoir project; note that the City’s 2013 Water COPs require the City to treat CCWA Water Supply Payments as Debt Service for purposes of showing coverage.

Credit Rating Considerations

The Water Fund last issued public debt in 2013 when S&P assigned a “AA” credit rating. S&P stated strong forecast coverage (>160%), strong liquidity position (over \$40M at the end of FYE 2012, equal to 685 days cash) as primary drivers of this rating. S&P’s 2013 report noted the City’s “moderately high” water rates but didn’t expressly identify them as a credit concern. In the years that followed, the Water Fund had a covenant default in FYE 2015. Based on discussions with City staff, we understand that the City had funds in a rate stabilization fund that would have allowed the City to meet the required 125% debt service coverage requirement but was unable to transfer those rate stabilization funds during the allotted window of time. S&P acted in the wake of that technical default to downgrade the Water Fund’s 2013 COPs. Our objective with discussing the rating downgrade is not to re-surface old wounds, but rather we note that it took approximately five and a half years of demonstrating improved financial performance for S&P to re-establish the “AA” credit rating. We believe this example from recent history of how quickly the rating is downgraded and how long it takes to recover underscores the importance of a measured approach to how the Water Fund structures its future debt and determines appropriate levels of external financing to address capital needs.

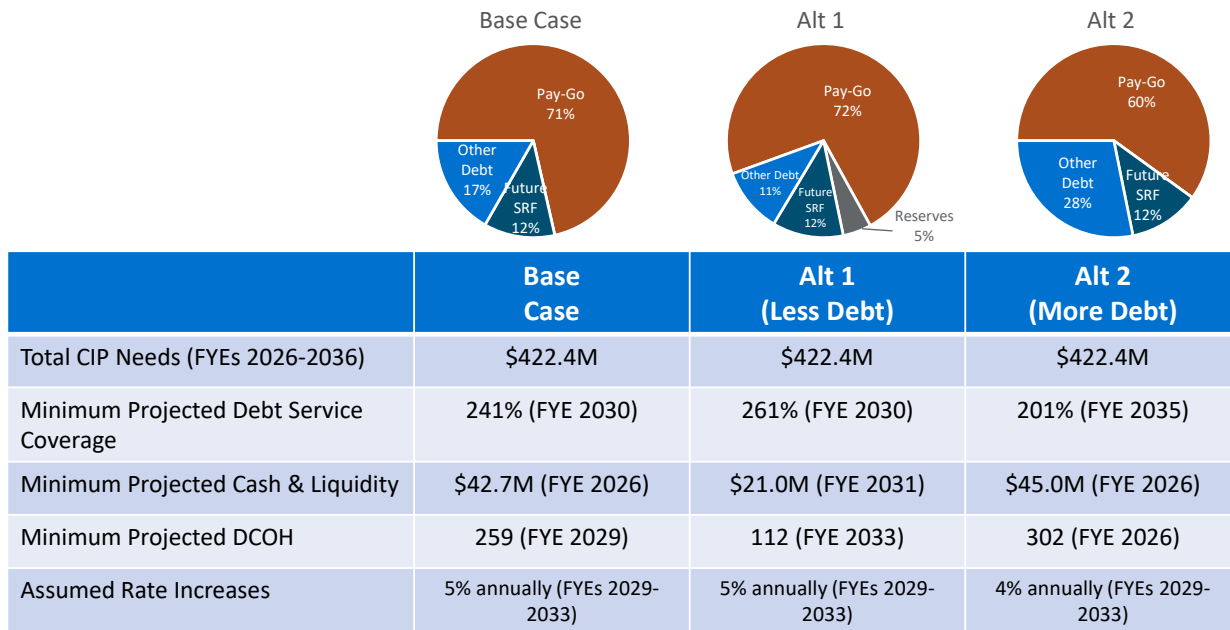
	May 2013 Report	February 2017 Report	August 2022 Report
Assigned Rating	“AA”	“AA-”	“AA”
Key Strengths	Forecast coverage of at least 1.6X; “strong” liquidity position of \$41M at end of 2012 (685 days cash)	“Very Strong” enterprise risk profile and “Very Strong” financial risk profile	Stabilization of debt service coverage at levels comparable to higher-rated peers; sustained strengthening of liquidity & reserves
Areas to Watch	Moderately-high water rates	Rate covenant violation in FYE 2015 when treating CCWA payments as Debt	Wildfire and drought risks; partially offset by reactivation of desalination plant

Financing Scenarios

Similar to the analysis for the Wastewater Fund, NHA built a dynamic Water Fund model that incorporated HDR’s updated revenue and expense projections through FYE 2033 and the City’s updated CIP projections through FYE 2036. NHA extended the model through FYE 2036 using similar operating expense growth assumptions and assuming only inflationary rate increases (2%) during the FYEs 2034-36 period.

NHA modeled three scenarios for the Water Fund – a Base scenario, an alternative scenario that explored less debt (more pay-go and reserves) for capital needs, and a second alternative scenario that explored more debt for capital needs. All three scenarios solved for the required \$422.4M in CIP funding needs through FYE 2036, however each did so using a slightly different strategy:

- Base Case scenario made the implicit assumption that any net revenues available after debt service is dedicated toward capital expenses. Accordingly, the blend of pay-go revenues (71%), Vic Trace DWSRF Loan (12%), and other future debt (17%) is based on the projected future net revenues after debt service (cumulatively \$322.8M from FYE 2026-2036) and represents a “natural” split between pay-go and debt funding. To the extent that actual revenues or operating expenses differ and cause a different cumulative amount of net revenues during this period, the blend between pay-go and debt funded CIP may vary.
- Alternative 1 (Less Debt) scenario builds upon the Base Case scenario but instead assumes the City intentionally draws down reserves to reduce the amount of debt financing. As a result, the financing blend for Alternative 1 is 72% pay-go, 5% reserves, 11% debt, and 12% DWSRF funding.
- Alternative 2 (More Debt) scenario assumes the City intentionally issues more debt, which would allow more net revenues after debt service to bolster its reserves. Alternative 2 solves the CIP needs with a combination of 60% pay-go, 40% debt (28% bond debt, and 12% DWSRF loan).



All three scenarios have very strong projected debt service coverage, with the minimum coverage being over 200% under Alternative 2. We note that this minimum level is well above the 160% threshold in S&P's rating criteria for a top tier debt service coverage assessment. Additionally, the typical relationship between debt amount, coverage, reserves, and rate pressure holds true: issuers to fund more of their capital projects through debt tend to have higher near-term reserves, lower near-term rate pressure, and lower near-term coverage.

With respect to cash and reserves, the Base Case scenario and Alternative 2 scenario maintain at least \$40 million in reserves. The table above shows a similar minimum projected cash under each of those two scenarios, but the maximum projected cash and liquidity show a greater divergence: \$66.8M under the Base Case scenario increases to \$74.4M under Alternative 2. By contrast, under Alternative 1, in a scenario where the City uses reserves to address capital to reduce the amount debt issued, minimum projected ending reserves decrease to just over \$20M and are at 112 days operating expenses in FYE 2033.

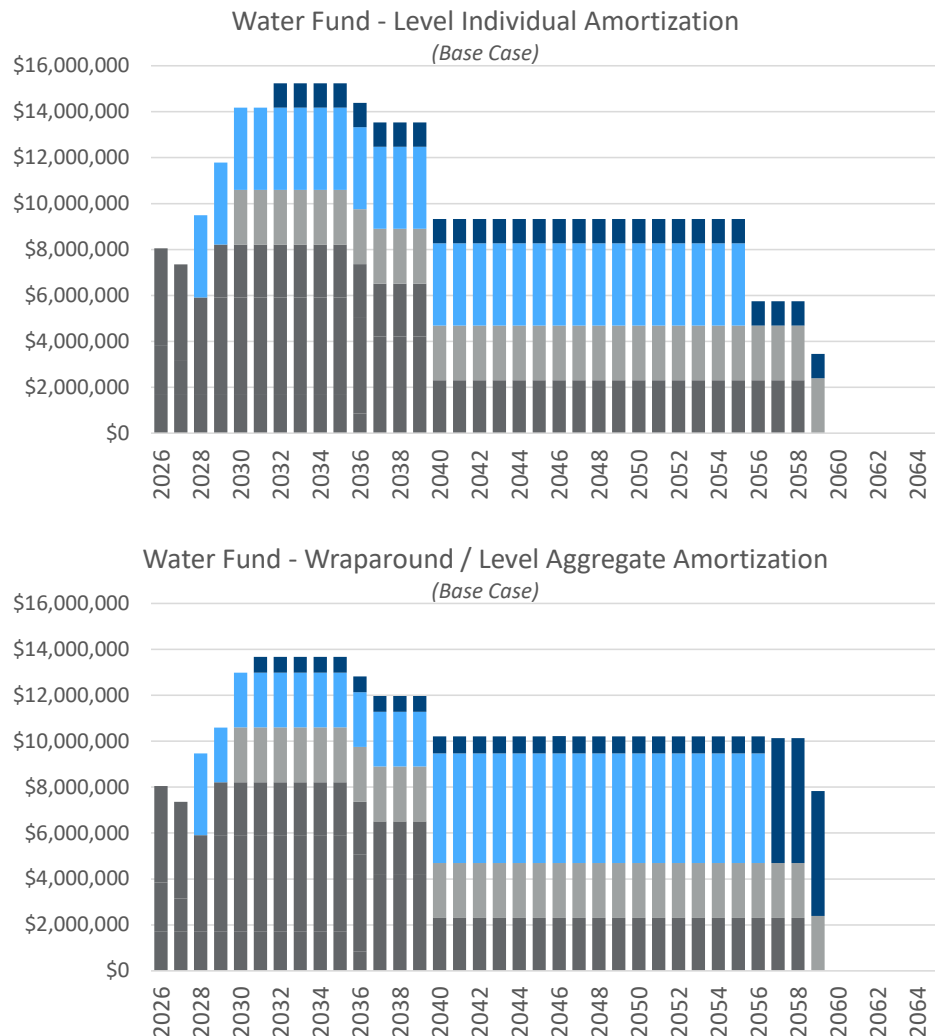
Based on the results of our modeling, while the Alternative 1 scenario should maintain a top-tier rating assessment for debt service coverage, the Water Fund's credit rating would see downward pressure due to decreasing liquidity and reserves.

*For the purposes of the analysis in this section, we assumed that market rate debt is issued at a 4.15% rate, which ties to a "AA" rated 30-year utility bond offering that priced in late October 2025. This indicative rate in our analysis is subject to future market fluctuations. We assumed issuance costs approximately 3% of par (including all underwriting fees) and structured the market debt to have two years of capitalized interest. Furthermore, we assumed that future market rate debt would not have a cash debt service reserve fund given current market preference for "AA" category utility bonds. Finally, we assumed **two** series of market rate debt to address a portion of the costs through FYE 2036: one series issued between FYEs 2026 and 2029 and a second series issued between FYEs 2030 and 2033.*

Our analysis assumed no grant money to offset future capital costs. As future grants are identified and secured, the amount of funding from external markets and/or City cash and reserves will decrease.

Wraparound Structure Considerations

While the City has historically structured all the debt on an individual level amortization basis, for the City's upcoming non-DWSRF Water Fund debt (i.e. bonds or other market rate loans), the City has the option to use some deferral and "wrap around" structuring to reduce aggregate debt service payments over the next 10-15 years. The first graph below illustrates the aggregate anticipated future debt service payments under the Base Case scenario for the Water Fund, assuming all future debt is structured with individual level debt service.



By comparison, the second graph above illustrates the aggregate future debt service under a scenario where the City structures its future market rate bond debt with deferral to wrap around the outstanding debt with a goal of creating aggregate level debt service each year. This alternative also assumes that the City secures a \$50M DWSRF loan to fund a portion of the Vic Trace Reservoir project (light grey series in the graphs above), but that the remaining costs are split between two series of future market rate debt and they are structured with deferral of principal repayments.

Unlike the analysis for the Wastewater Fund, this Water Fund wrap around solution does not achieve a level aggregate debt service. This is primarily due to the amount of outstanding debt is proportionally

greater than the amount of wrap around debt to be issued. However, the “peak” in aggregate debt service from FYEs 2031-2039 decreases by approximately \$1.5M annually under the wraparound scenario.

In total, the wrap around structuring is estimated to result in \$15.5M in lower cumulative debt service through FYE 2039. This is offset by \$31.7M in higher debt service in FYEs 2040-2059 - resulting in a net \$16.2M cashflow cost of deferring principal repayments through a wraparound structure. Interestingly, since the benefit of the lower debt service payments under the wrap around structure is higher in the near-term, the present value cost of a wraparound structure is approximately \$200,000 (discounted to 2026 on an annual basis at 4.15%).

This is a significantly different result than the wrap around analysis for the Wastewater Fund , due to the differences in outstanding debt amounts and future anticipated debt. The initial conclusion is that the City should very seriously consider structuring future water fund market rate bonds and loans with some deferral given its *de minimis* present value cost.

Potential Funding Sources

The following table is meant to provide a high-level overview of the typical funding sources used for utility fund capital projects. City staff are already familiar with the SRF loan process – for both CWSRF and DWSRF loans – and can attest to the time and effort it takes to receive an SRF loan. Compared to that SRF loan timing, the other three funding sources above have shorter timing from start to finish – with Water Infrastructure Finance and Innovation Act (“WIFIA”) loans historically taking approximately 18 months from Letter of Interest submission to Funding date, but with market rate bonds or IBank loans typically taking six months or less.

	SRF Loan	IBank Loan	WIFIA Loan	Revenue Bonds
Limitations on Loan Sizes	\$50M (Currently)	\$65M (Currently)	None	None
Intended Project Phase	Planning through Construction	Construction primarily	Planning through Construction	Planning through Construction
Requires Matching Funds	No	No	Yes	No
Competitiveness to Secure Funding	Very competitive	Not competitive	Not competitive	Not competitive
Maximum Term	30-year max	30-year max	40-year max (35-year amortization)	30-year standard
Draw Schedule Loan	Yes	No	Yes	No
Structuring Flexibility	Limited: Level Debt Service Only	More flexibility for stronger credits	Most Flexible Option	Flexible
Timing from Start to Finish	~2-2.5 years	~6 months	~1.5 years	~4 months
BABA Waiver Available?	Yes, with stipulations	N/A	Yes, programmatic	N/A

It is worth noting that with recent changes in the Federal government, WIFIA loans are closing at a much slower pace than historical approval rates. In fact, only one WIFIA loan has closed since the Trump Administration took office. There are several WIFIA loans, including loans for California borrowers, that are ready to close and await approvals from various Federal bodies. While we have not seen conclusive evidence that politics are impeding the progress of California borrowers’ WIFIA loans, it is not outside the

realm of possibility. Accordingly, we are continuing to monitor the WIFIA program developments. However, we remain optimistic that a program that was approved by Congress over a decade ago and has historically enjoyed bipartisan support will continue to have bipartisan support going forward, despite near-term delays.

The graphic below summarizes some ways in which the WIFIA Loan program is unique given its combination of flexibility, repayment deferral, draw schedule, prepayment options, term, and other benefits to borrowers. It is not a below-market-rate loan program, but we believe the other benefits of the program listed below make it a compelling option for utility providers facing major capital projects.

Interest Rate	• Not a subsidized or “below” market rate loan program; current (May 2025) 35-year rate would be ~4.65%-4.75% • Rate is not a function of the credit rating
Interest Rate Reset	• One-time option to reduce the interest rate should rates go down • Borrower loses this option once it draws \$1 of WIFIA money or once its Project exceeds 51% complete
Draw Schedule Loan	• Interest only accrues on the actual amounts drawn, not the full loan amount
Deferred Start of Repayments	• Not required to make WIFIA payments during Project construction and can defer payments up to 5 years after completion • Accrued interest over that period is added to the loan principal; amortized over loan term
Long Term	• Up to 40-years available: must be paid off within 35 years of project completion, after accounting for 5-year construction window
Flexible Structuring	• Loan can be structured in a variety of ways, including back-loading as necessary to wrap around scheduled payments on other debt
Re-Amortization	• Borrower has the option to re-structure the WIFIA loan after closing should changes in the financing plan occur
Early Prepayment	• Borrower can prepay the WIFIA loan at any time after project completion, with no penalty

Conclusion

With the approval of multi-year rate increases in 2024, both the **Wastewater Fund and Water Fund are well-positioned** to address their upcoming capital needs. However, the five-year period of FYE 2029 through 2033 will require additional rate increases that are elevated relative to historical averages to address the full CIP needs.

The Wastewater Fund's \$157M of capital needs through FYE 2036 will require careful planning to balance the City's pay-go and reserves funding with external debt funding to avoid dipping below key rating criteria thresholds with respect to debt service coverage and liquidity and reserves. While structuring future Wastewater Fund debt on a level individual series will help the City reduce its total cost of borrowing, an alternative structuring that defers and wraps new debt around old debt can help level off the aggregate debt structure of the Wastewater Fund. We recognize that this alternative wrap around structure has approximately \$4.5M of present value cost. But we also recognize that the City is continuing to develop its capital plans and expects to have greater clarity next year on what the capital needs will be for each fund. An alternative structure that wraps around outstanding debt preserves near-term debt capacity through 2039, should capital costs continue to rise at their current pace.

The Water Fund's \$422M capital needs through FYE 2036 can primarily (60% or more) be supported through future years' rate revenues, but the City will need to supplement pay-go funding with future DWSRF loan(s) and other external funding sources to ensure that the Water Fund's key financial metrics do not become stressed during the outlook period. The City should consider alternative funding sources, like the WIFIA Loan program, for its upcoming Vic Trace Reservoir project and should also consider structuring future Water Fund debt with deferral of principal repayments, wrapping around the payments on outstanding debt. While it is unlikely the City could fully level out its aggregate debt structure, there is only a de minimis cost of this deferral under the Base Case scenario and it does provide near-term debt capacity and allow reserves to grow through FYE 2039.

NHA Advisors, LLC is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, NHA Advisors, LLC has a Fiduciary duty to the public agency and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the public agency with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to the public agency's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the public agency; and
- d) undertake a reasonable investigation to determine that NHA Advisors, LLC is not forming any recommendation on materially inaccurate or incomplete information; NHA Advisors, LLC must have a reasonable basis for:
 - i. any advice provided to or on behalf of the public agency;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the public agency, any other party involved in the municipal securities transaction or municipal financial product, or investors in the public agency securities; and
 - iii. any information provided to the public agency or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty

NHA Advisors, LLC must deal honestly and with the utmost good faith with the public agency and act in the public agency's best interests without regard to the financial or other interests of NHA Advisors, LLC. NHA Advisors, LLC will eliminate or provide full and fair disclosure (included herein) to Issuer about each material conflict of interest (as applicable). NHA Advisors, LLC will not engage in municipal advisory activities with the public agency as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the public agency's best interests.

APPENDIX C: SONOMA COUNTY FIRE DISTRICT FINANCIAL PROJECTION & FIRE STATION FUNDING ANALYSIS

SONOMA COUNTY FIRE DISTRICT

FINANCIAL PROJECTION & FIRE STATION FUNDING ANALYSIS



NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

JULY 14, 2025

Objectives

- ▶ Develop 10-year Financial Forecast & Financing Capacity Analysis
 - ▶ Incorporate Measure H Revenues based on mandated Measure H allocation
- ▶ Four Financing Capacity Scenarios
 - ▶ **Scenario #1:** \$44M – Two New Fire Stations
 - ▶ **Scenario #2:** Maximum Bonding Capacity – No Annual Deficits
 - ▶ **Scenario #3:** Maximum Bonding Capacity – Increased Measure H Revenue Allocation
 - ▶ **Scenario #4:** Bonding Capacity w/ Rancho Adobe FPD's Measure H

Primary Revenue Assumptions

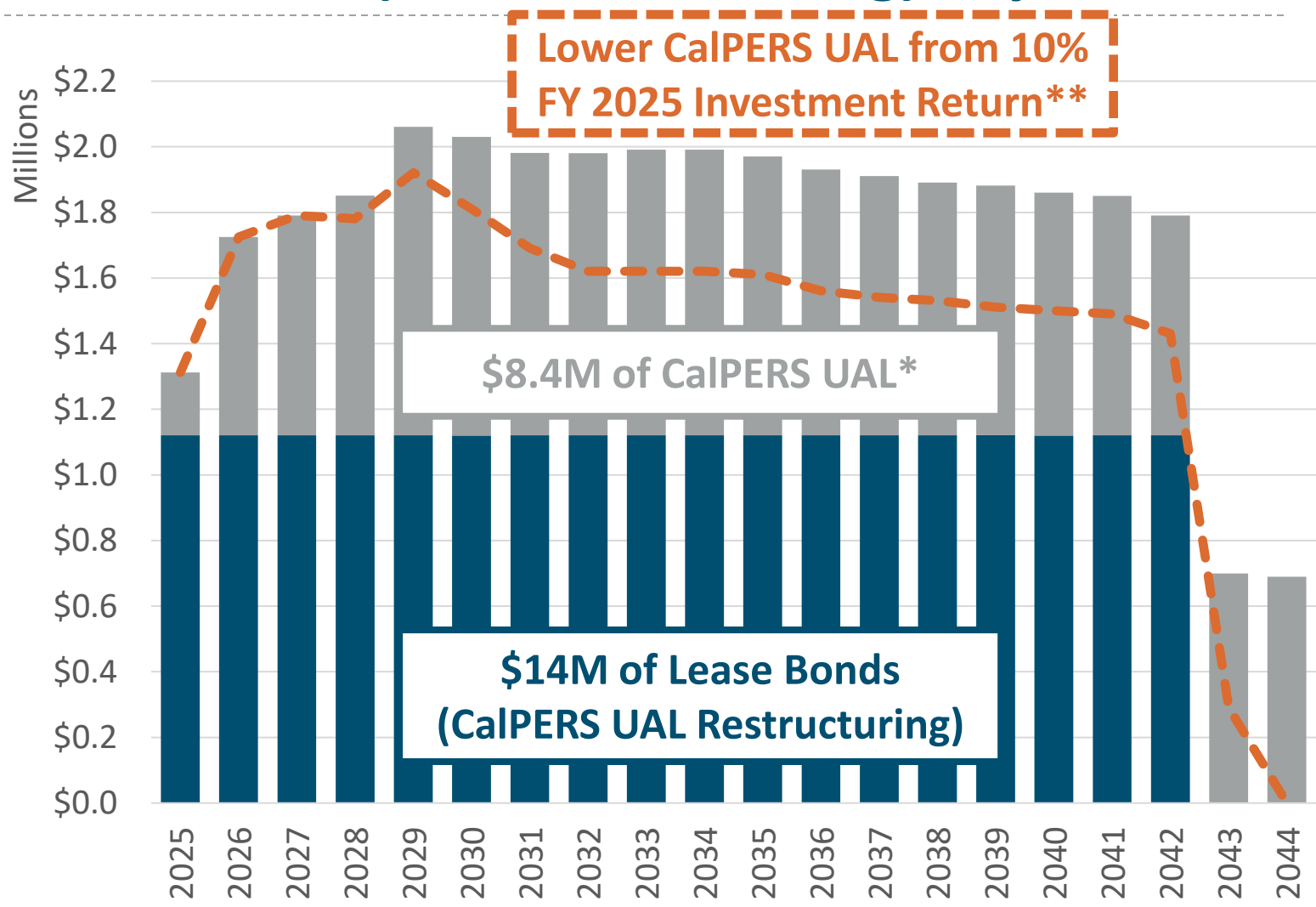
	Revenue Assumptions
Property Taxes	3.5% annual growth
Measure H Sales Tax	2.0% annual growth
Charges for Service & Miscellaneous	3.0% annual growth
County Tax Exchange Agreement	3.0% annual growth
Bodega Bay Consolidation Tax Exchange	2.7% annual growth

Primary Expense Assumptions

	Expense Assumptions		
Salaries and Employee Benefits	3.0% annual growth		
Measure H Personnel Allocation	Scenario #1 & #2: 4.667%	Scenario #3: 2.500%	Scenario #4: 2.500% + 2.802% Rancho Adobe
Services and Supplies	2.0% annual growth		
CalPERS Normal Cost & CalPERS UAL	Based on CalPERS Pension Outlook Tool. Assumes 9.5% investment returns in FY 2024 and 6.80% investment returns thereafter. Assumes 6.80% discount rate, 2.80% annual payroll growth, 2.30% annual inflation, and 15-year PEPRA transition.		
Capital Outlay	Approximately \$450,000 / year		

Projected CalPERS UAL + 2022 Lease (UAL Restructuring) Payments

- ▶ Increasing CalPERS Unfunded Accrued Liability (UAL) payments
 - ▶ Due to underperformance
- ▶ Combined payment for District's UAL + 2022 Lease increases to \$2M+ by FY 2029
- ▶ Potential additional increases from performance and 2025 Asset-Liability Management Study results
- ▶ 10% investment return for FY 2025 would lower the District's annual UAL payment by up to \$350K (orange line)

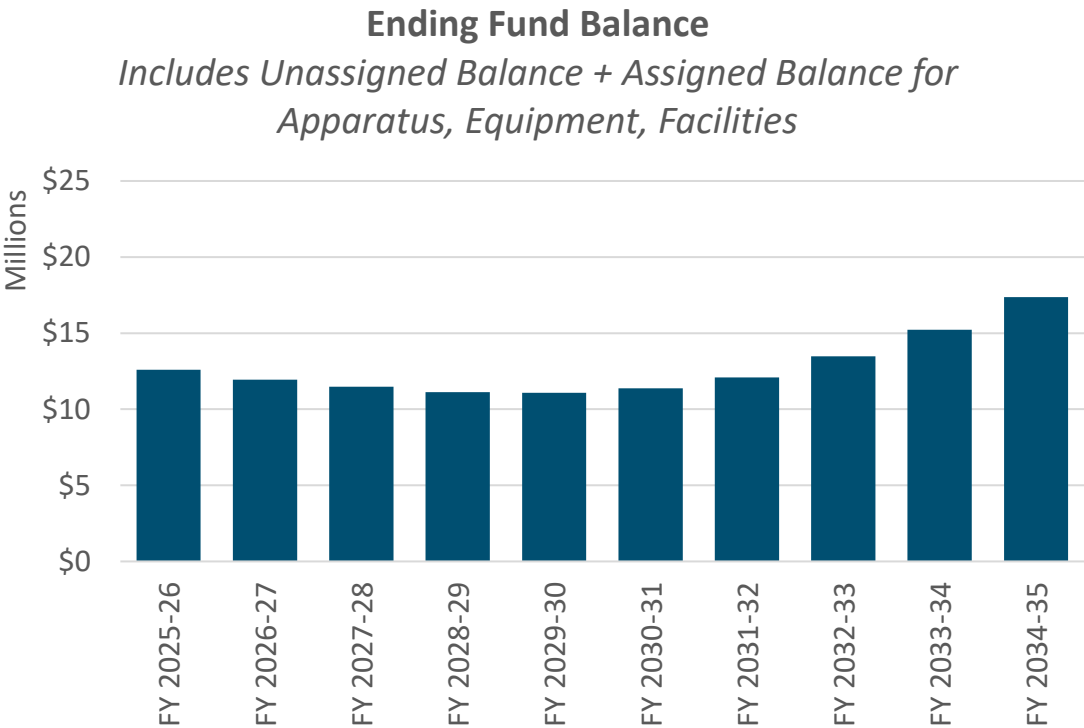
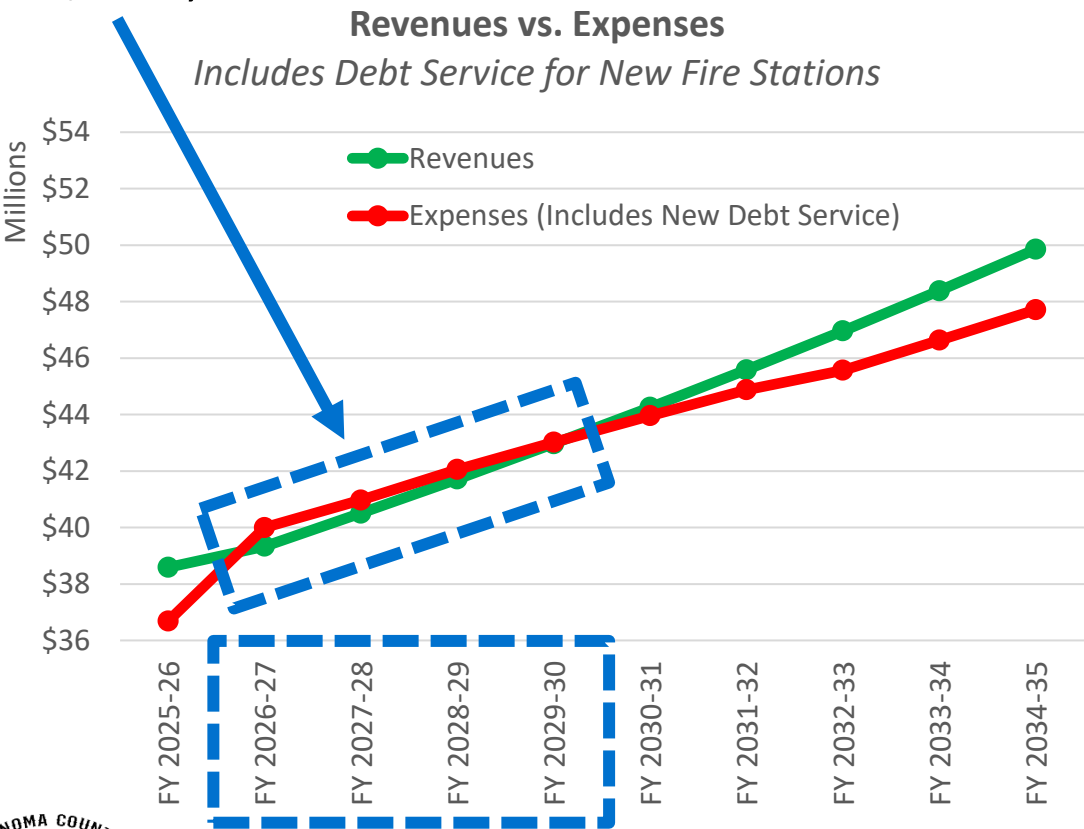


Source: CalPERS Actuarial Valuation Reports & CalPERS Pension Outlook Tool
*Assumes FY 2023-24 investment returns of 9.5% and 6.8% investment returns thereafter. **Assumes FY 2023-24 investment returns of 9.5%, FY 2024-25 investment returns of 10.0%, and 6.8% investment returns thereafter.

Forecast – Scenario #1

\$44 Million Financing for Two New Fire Stations

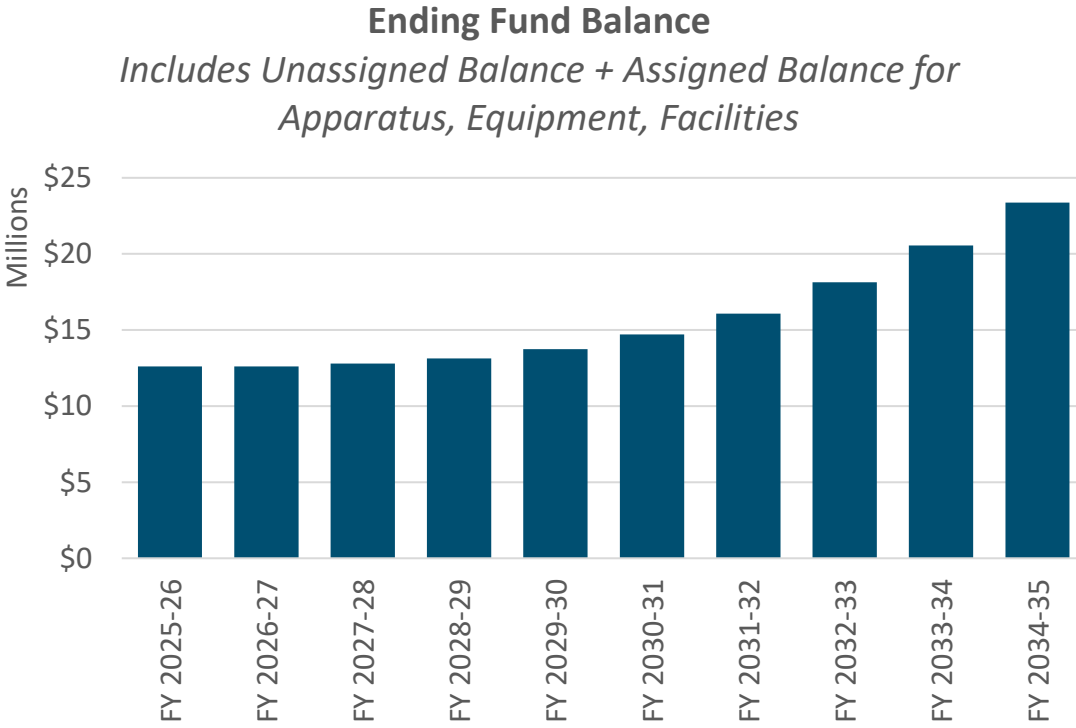
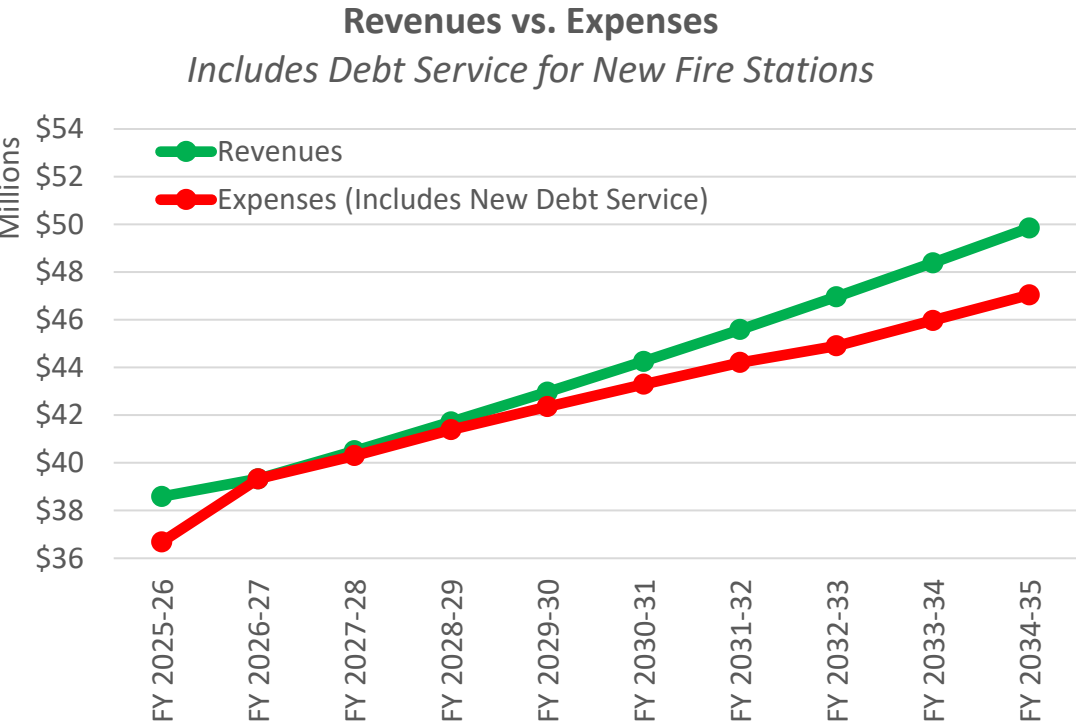
- ▶ **Annual Debt Service: \$2.4M**
- ▶ Annual deficits range from \$54,000 to \$666,000
- ▶ Ending Fund Balance decreases to \$11M over the next 5 years before increasing



Forecast – Scenario #2

Bonding Capacity Assuming No Annual Deficits

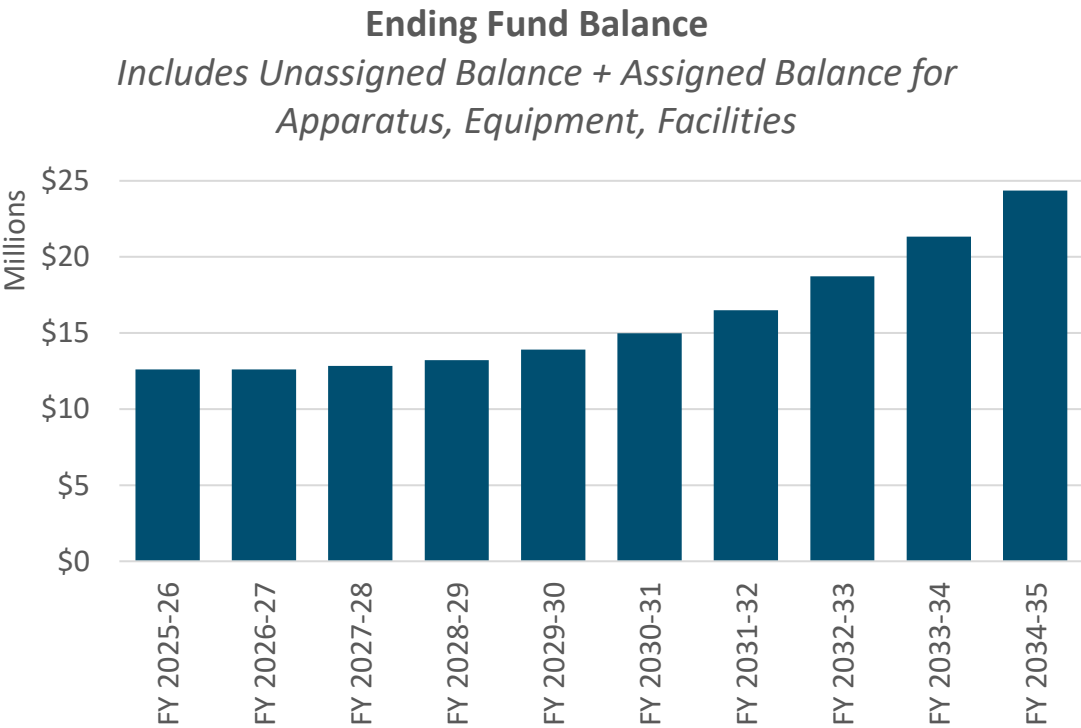
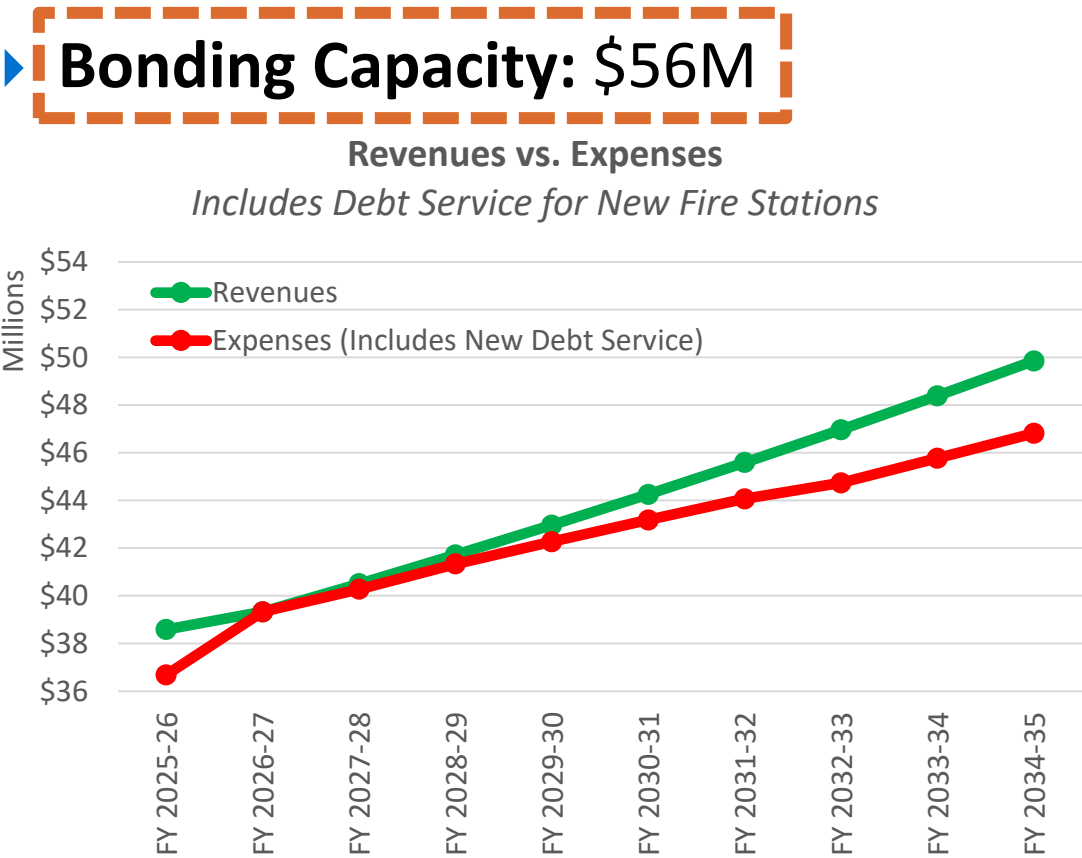
- ▶ **Bonding Capacity: \$32M**
- ▶ **Annual Debt Service: \$1.8M**
- ▶ No annual deficits in the forecast
- ▶ Ending Fund Balance increases as revenues outpace expenses



Forecast – Scenario #3

Alternative Measure H Personnel/Facilities Allocation

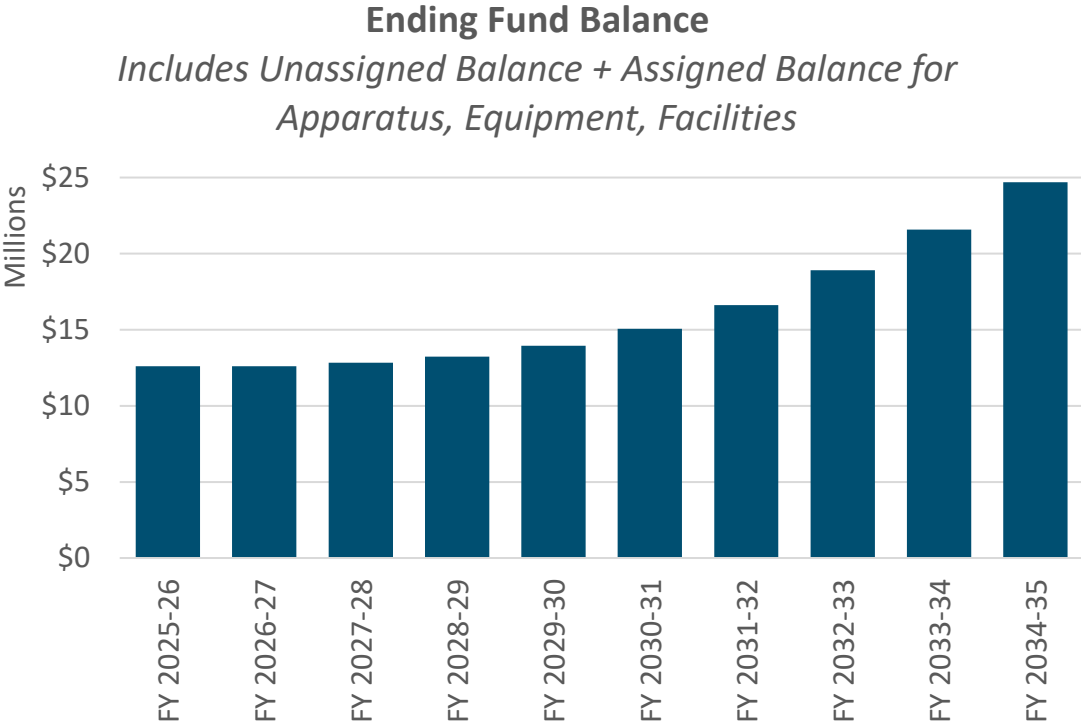
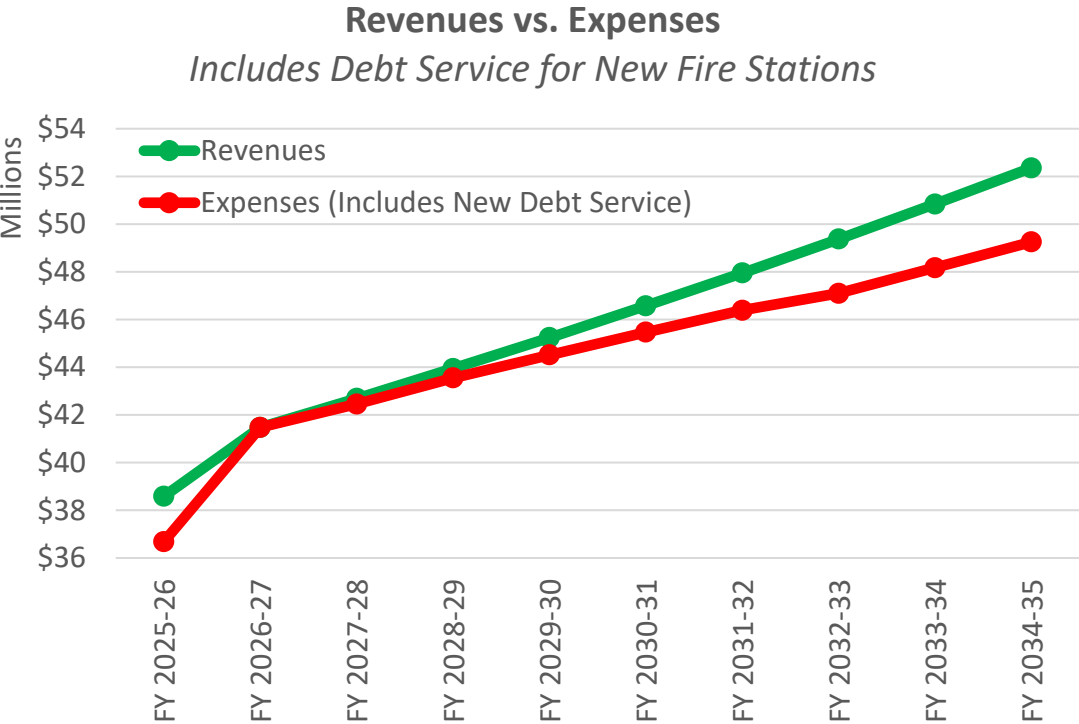
- ▶ **Measure H Allocation: 2.5% Personnel / 4.111% Facilities**
- ▶ **Bonding Capacity: \$56M**
- ▶ **Annual Debt Service: \$3.1M**
- ▶ **No annual deficits in the forecast**



Forecast – Scenario #4

Rancho Adobe FPD’s Measure H

- ▶ **Measure H Allocation:** 2.5% Personnel / 4.111% Facilities (SCFD) + 2.802% Personnel / 0.694% Facilities (Rancho Adobe)
- ▶ **Bonding Capacity:** \$64M
- ▶ **Annual Debt Service:** \$3.5M
- ▶ No annual deficits in the forecast
- ▶ Additional expenses for Rancho Adobe FPD’s personnel, CalPERS, O&M, and capital would need to be modeled for a more precise bonding capacity



Credit Rating Considerations

Reserves/Liquidity and Debt/Liabilities

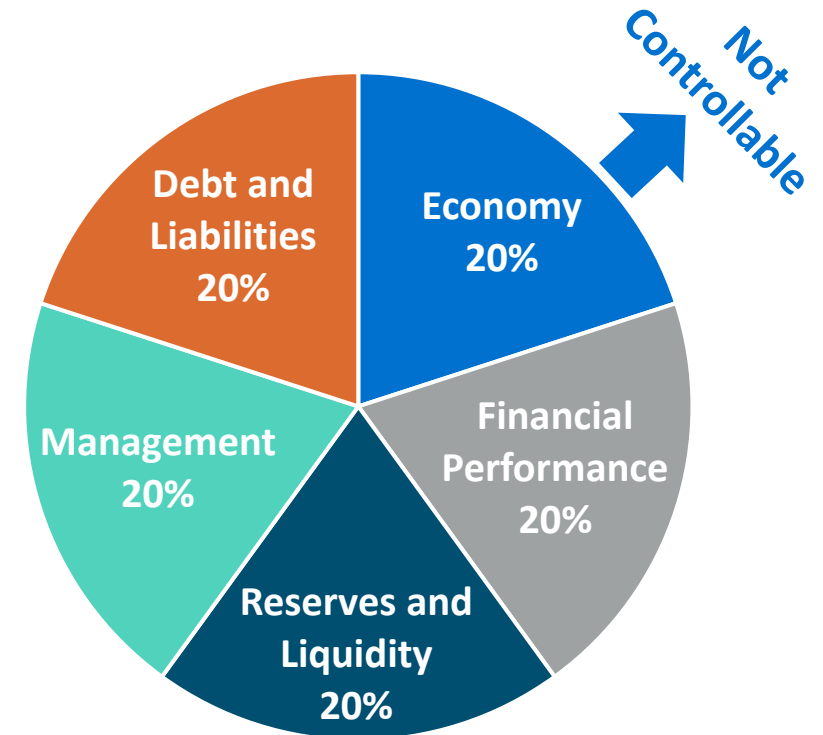
► Reserves and Liquidity:

- As of FYE 2024, Available Reserves (non-obligated reserves) as % of Revenue = **42.8%**
 - District would receive highest scoring (>15%) from S&P
- Under Financing Scenario #1: **Decrease to ~26%**

► Debt and Liabilities:

- As of FYE 2024, Annual Debt Service + Pension + OPEB as % of Revenue = **12.7%**
 - District would receive second highest scoring (8-14% of revenues) from S&P
- Under Financing Scenario #1: **Increase to ~15%**
- Additional pension costs from CalPERS underperformance or assumption changes would likely increase this %

S&P Global Ratings
Individual Credit Profile



Comparing District's Credit Metrics to California Medians

Estimates Based on Scenario #1 Forecast

- ▶ Based on the Scenario #1 forecast, the District aligns with medians for an S&P credit rating between “A” and “AA-”

California Counties and Municipalities – Medians by S&P Credit Rating						
	Rating					
	AAA	AA+	AA	AA-	A+	A
Median General Fund Balance (%) of Revenues	49.40	39.20	43.40	41.05	54.95	29.70
Median Fund Balance Plus Non-General Fund (%) of Revenues	50.20	38.80	39.40	37.30	60.00	29.70
Median Debt Service (%) of Revenues	2.70	3.30	4.10	4.05	4.60	8.00
Median Net Direct Debt Per Capita	877	807	1,086	1,109	1,241	899
Median Pension Contribution (%) of Revenues	9.20	12.40	9.00	8.25	7.45	12.70
Median Net Pension Liability Per Capita	1,148	1,798	1,106	603	621	1,019

**District Estimates
(FYE 2026)**

~38%

~6.3%

~8.1%

Alternative Scenarios

- ▶ Actual results will differ from the forecast, potentially leading to scenarios not currently projected in the forecast
- ▶ **Revenues:** Property Tax is the District's largest revenue (currently modeled at 3.5% annual growth); if annual growth is higher, additional surplus will be available
- ▶ **Expenses:** Salaries and employee benefits is the District's largest expense and annual increases above 3% (currently modeled) will reduce surplus available for capital outlay and future debt service
- ▶ Other factors that impact the forecast:
 - ▶ **Measure H Personnel Allocation** (Scenario #1, #2 vs. Scenario #3)
 - ▶ **Rancho Adobe FPD's Measure H** (Scenario #4) – Additional expenses for personnel, CalPERS, O&M, and capital would need to be modeled for a more precise bonding capacity
 - ▶ **Pay-go Capital Outlay** (model currently assuming \$450,000 annually)
 - ▶ **CalPERS Unfunded Accrued Liability and Normal Cost** (depends on CalPERS' FY 2024-25 investment return and 2025 Asset-Liability Management Study results)

Executive Summary

- ▶ With the original Measure H allocation of Personnel/Facilities, the District can finance \$32M (Scenario #2) to \$44M (Scenario #1) of fire station costs
 - ▶ All scenarios assume level annual debt service payments for the financing
 - ▶ In Scenario #1, deficits begin to materialize (which could worsen depending on CalPERS investments/assumptions), there is less capacity for pay-go capital, and reserves are drawn down
- ▶ Bonding capacity increases to \$56M (Scenario #3) with increased allocation of Measure H
- ▶ Rancho Adobe FPD could increase bonding capacity (+\$7.5 million) depending on operational impact and identified additional capital requirements
- ▶ Next Steps:
 - ▶ Refine financing plan based on District direction
 - ▶ Funding Sources – Bonds, USDA, Bank Loan
 - ▶ Non-level/tailored debt service



CITY OF SEASIDE STAFF REPORT

Item No.: 9.Q.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Melissa Broadston, ESCA Program Manager
Sheri Damon, City Attorney

DATE: September 17, 2026

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE AN ENVIRONMENTAL SERVICES COOPERATIVE
AGREEMENT WITH THE DEPARTMENT OF THE ARMY FOR PFAS
SOIL TESTING AT CAMPUS TOWN PHASE 1B AND NURSES'
BARRACKS**

RECOMMENDATION

Authorize City Manager to execute the agreement.

BACKGROUND

Recent scientific discoveries related to per- and polyfluoroalkyl substances (PFAS/PFOA) chemicals have raised concerns about soil contamination in the former Fort Ord. These concerns, raised by the U. S. Environmental Protection Agency, (EPA), California Department of Toxic Substances Control (DTSC) and California Regional Water Quality Control Board (RWQCB), relate to firefighting foams (aqueous film-forming foam, or AFFF) whose use was documented at the Presidio Fire Station and other Fort Ord parcels. The Army is currently conducting a broader PFAS Remedial Investigation (RI) at the former Fort Ord under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9601 et seq., consistent with the Fort Ord Federal Facility Agreement (FFA). The services in this ESCA pertain to per- and polyfluoroalkyl substances (PFAS) in soil at areas within the former Fort Ord associated with past Army activities. These areas include Site 10, the former Nurses' Barracks, and the Main Garrison Fire Station (collectively referred to as "the Redevelopment Sites").

This ESCA is intended to support timely reuse and redevelopment of the associated

parcels by advancing a targeted soil evaluation and decision process for PFAS at these Redevelopment Sites. The work performed under this ESCA shall remain consistent with, and support, the Army's responsibilities under CERCLA and the FFA.

This ESCA is structured as a soil-only, Redevelopment Site-specific carve-out of the broader PFAS Remedial Investigation (RI) and is intended to:

- Evaluate PFAS in soil within the Redevelopment Sites; and
- Support an appropriate CERCLA decision document addressing PFAS in soil at Redevelopment Sites, separate from broader PFAS decision-making in the rest of Fort Ord, which is anticipated to occur on a longer timeframe under the Army-led RI.

This ESCA does not replace or supersede the Army's broader PFAS RI and shall not be interpreted as resolving sitewide PFAS conditions, particularly with respect to groundwater. This ESCA work will come with a grant funding of approximately \$5.8 million dollars. We are requesting authority for the City Manager to execute in substantially similar form, the attached draft TSRS and ESCA, with City Attorney and/or special counsel final review. The Army's goal is to fund this by September 30, 2026.

At this time, we also request that the City Attorney be authorized to retain such specialized legal services and consultants as necessary to address specialized legal and environmental issues related to the PFAS ESCA.

FISCAL IMPACT

There will be no long term fiscal impact to the City. Costs for facilitating the PFAS ESCA will be fully reimbursable through the agreement with the U.S. Army and potentially beneficial in allowing our redevelopment projects to proceed expeditiously.

STRATEGIC PRIORITY

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

ATTACHMENTS

1. Resolution
2. Exhibit A to Resolution Draft Fort Ord PFAS ESCA

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT WITH THE DEPARTMENT OF THE ARMY FOR PFAS SOIL TESTING

WHEREAS, the U.S. Army, California Department of Toxic Substances Control, U.S. Environmental Protection Agency, and the California Regional Water Quality Control Board have entered into a series of agreements to perform environmental cleanup under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) to protect human health and the environment and ensure that appropriate remediation has been completed and documented; and

WHEREAS, the Army is providing an Environmental Services Cooperative Agreement (ESCA) Grant to Seaside in an amount not to exceed five point eight million (\$5.8 M) as it relates to investigating the possible presence of per-and polyfluoroalkyl substances (PFAS/PFOA) chemical contamination present in soil in key Seaside redevelopment areas; and

WHEREAS, this ESCA is intended to support timely reuse and redevelopment of the associated parcels by advancing a targeted soil evaluation and decision process for PFAS at these Redevelopment Sites, and the work performed under this ESCA shall remain consistent with, and support, the Army's responsibilities under CERCLA and the FFA; and

WHEREAS, the Redevelopment Sites identified are key sites for the City's economic development and housing developments and the City is committed to safe and timely reuse to meet those development goals; and

WHEREAS, This ESCA is structured as a soil-only, Redevelopment Site-specific carve-out of the broader PFAS Remedial Investigation (RI) and is intended to: (1) evaluate PFAS in soil within the Redevelopment Sites; and (2) support development of a focused CERCLA decision document addressing PFAS in soil at Redevelopment Sites, separate from broader PFAS decision-making in the rest of Fort Ord, which is anticipated to occur on a longer timeframe under the Army-led RI.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute a new Environmental Services Cooperative Agreement in substantially the form attached as Exhibit A and take other actions necessary to effectuate the work of specialized staff and contractors and to accept revenues to complete the ESCA, subject to final review and approval by the City Attorney and/or special counsel; and

BE IT FURTHER RESOLVED that the City Council of the City of Seaside hereby authorizes the City Attorney to execute and retain such specialized legal services and consultants necessary to address technical issues that may arise related to ESCA or property-related issues.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of September, 2026 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT

to
City of Seaside
for

Former Fort Ord, CA

Site 10, The Former Nurses' Barracks, and The Main Garrison Fire Station

DIVISION I – AWARD COVER PAGES AND BASIC TERMS.

1. Cooperative Agreement (CA) Number: **W912DY-26-2-xxxx**
2. (a) Type of Award: New Firm Amount Non-R&D Cooperative Agreement.
(b) Assistance Listing Number (ALN): 12.599, Congressionally Directed Assistance
3. (a) Federal Share of Obligated Amount (Award Amount): \$0.00
Non-Federal Share of Obligated Amount: \$0.00
Total Obligated Amount (at CA Award): \$0.00
Unexercised Options: \$0.00
Total Value of CA (Cumulative Federal & Non-Federal Amount including Unexercised Options): \$0.00
(b) This Environmental Services Cooperative Agreement (herein after, "**ESCA**" or this "**Agreement**") provides funds to Massachusetts Development Finance Agency (the "**Recipient**") pursuant to 10 U.S.C. § 2701(d), the United States Department of Defense ("**DoD**") Environmental Restoration Program, to carry out the tasks described in **Division II** of this Agreement.
(c) The period of performance for the Environmental Services funded under this Agreement ("**Period of Performance**") shall be the earlier of (i) ESCA Completion and (ii) twenty-four months commencing on the date upon which the last party executes the Agreement (the "**Effective Date**").
(d) Changes to these ceiling amounts or dates are not effective unless agreed to by the Grants Officer and the Recipient in accordance with the terms of this Agreement. Except with respect to any Grants Officer Modification, notwithstanding the Recipient's technical and cost proposals, the Government's obligation to pay any costs under this Agreement is restricted to the funding amount stated herein.
4. Recipient Name and Address:
City of Seaside
440 Harcourt

Seaside, CA 93955

(a) UEI SAM No.: HGA3NWPXNG7

(b) The authorized representative of the Recipient with authority to sign this Agreement and bind the Recipient to this Agreement is:

Greg McDanel
City Manager, City of Seaside

5. This Agreement will be administered by the following:

(a) Grants Officers

Eric Horcick
U. S Army Corps of Engineers
Attn: CEHNC-CTC
300 Secured Gateway SW
Redstone Arsenal, AL 35898
Email: eric.s.horcick@usace.army.mil
Telephone: 256-895-8247

And/Or

Katrena Winchester
U.S. Army Corps of Engineers,
Attn: CEHNC-CTC
300 Secured Gateway SW
Redstone Arsenal, AL 35898
Email: katrena.h.winchester@usace.army.mil
Telephone: 256-895-1145

(b) Program Representative:

Ms. Stephanie Santiago
Stephanie Santiago, MS, REP BRAC Program
Manager
Office of the Assistant Secretary of the Army (IE&E),
DASA-ESOH, Base Realignment and Closure (BRAC),
ATTN: SAIE-ES0Z-BRAC (Office: 5B115A-2)
110 Army Pentagon,
Washington, DC 20310-0110
Phone: 703-786-0512
Email: Stephanie.n.santiago3.civ@army.mil HQDA/G-9

(c) Project Manager/Technical Representative:

Mr. Adam Plack
U.S. Army Corps of Engineers
Environmental and Munitions Center of Expertise
ATTN: CEHNC-EMC (Plack)
1616 Capitol Avenue

Omaha, NE 68102-4901
Email: adam.r.plack@usace.army.mil
Telephone: 402-650-1997

(d) BRAC Technical Point of Contact:

Ms. Joelle Lobo
U.S. Army Fort Ord BRAC Field Office
P.O. Box 5004
Presidio of Monterey, CA 93944
Email: Joelle.L.lobociv@armymil
Telephone: 831-242-7920

6. Payments under this Agreement will be disbursed via electronic funds transfer by:

U.S. Army Corps of Engineers Finance Center
Attn: CEFC-AO-P
5722 Integrity Drive
Millington, TN 38054-5005

7. Accounting and Appropriation Data: **to be entered by Grants Officer prior to award**

8. Administrative Information and Order of Precedence

- (a) This Agreement will be administered with and Recipient shall comply with the Office of Management and Budget (“**OMB**”) regulations in 2 Code of Federal Regulation (CFR) Subtitle A, including part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” (referred to as the “**OMB Regulations**”), as implemented by the DoD Grant and Agreement Regulations (“**DoDGARs**”) found at 2 CFR Subtitle B, Chapter XI, “Implementation of Governmentwide Guidance for Grants and Cooperative Agreements” (85 FR 51160, 19 August 2020), and any later revisions to these regulations, all of which are incorporated herein by reference and referred to as the DoDGARs.
- (b) In the event of a conflict between the terms of this Agreement and other governing documents, the conflict shall be resolved by giving precedence in descending order as follows:
- 1) Applicable United States statutes including Title 10 United States Code, Section 2701 (d).
 - 2) Federal Regulations, to include but not limited to 2 CFR part 200 and 2 CFR 1104.
 - 3) The Technical Specifications and Requirements Statement (“**TSRS**”) attached hereto as **Attachment A**.
 - 4) The General Terms and Conditions as set forth in this Agreement.

- 5) The Recipient's Application for Federal Assistance (SF 424), Budget Information (SF 424A) and supporting data, and other supporting documentation. This information will be used to evaluate fair and reasonableness.
9. Optional Tasks: This Agreement does not include any optional tasks.
10. Indirect Rate: Not applicable to this Firm Amount Cooperative Agreement.
11. Cost Sharing: There is no cost sharing percentage under this ESCA.

Recipient: City of Seaside

Greg McDanel, City Manager
City of Seaside

Date:_____

On Behalf of the United States:

Grants Officer

Date:_____

DIVISION II – SCOPE OF WORK AND AWARD SPECIFIC TERMS AND CONDITIONS

1. SCOPE

(a) **Scope**. The Recipient shall cause to be performed the Environmental Services in consideration of the payments by the Army and in accordance with and subject to the provisions of this Agreement and the **TSRS, Attachment A**.

(b) The funding ESCA Line-Item Numbers (“CLIN”) for this Agreement are listed in Attachment B of this Agreement.

(c) **Performance Reports**

The Recipient shall provide a Monthly Progress Report to the Technical Representative identified at Division I, paragraph 5 (c) in electronic format by the 10th calendar day of every month through the duration of this ESCA, regardless of whether any substantial activities have occurred.

The Monthly Progress Report will include, but is not limited to, the following submittals:

- Report of Operations
- Progress and Completion Pictures
- Periodic Progress Map
- Periodic Update Schedule
- Narrative Report
- Schedule Report

Additionally, the Monthly Progress Report will include a Financial Report per ESCA Division III, Subdivision B, Section 3(i) containing, but not limited to, the following:

- Documentation of the activities completed by the Recipient the previous month.
- Total ESCA funds spent during the previous month; total ESCA funds spent to date; accounting of all funds received, obligated, expended for the month and the anticipated funds to be obligated and expended in the following month.
- Description of upcoming work for the next month.
- Description of technical or regulatory issues that may impact project schedule.
- When necessary, status of comments submitted by the Government on documents/reports developed by the Recipient.

- Completed SF-LLL, for occurrence of any event that materially affects the accuracy of the submitted certification regarding lobbying.

DIVISION III – GENERAL TERMS AND CONDITIONS OF THIS CA

The following General Terms and Conditions are incorporated by reference into the subject ESCA and are all applicable to this Agreement. The terms and conditions provided in full text describe required activities for the implementation of the ESCA by the recipient and special attention should be paid to these provisions. Additional requirements are included in the provisions that are incorporated by reference and these provisions will be used when the described circumstances arise. Please note that Articles marked “Reserved” are not applicable to this Cooperative Agreement.

SUBDIVISION A: PREAMBLE TO GENERAL TERMS AND CONDITIONS

Section A. Table of Contents

Subdivision B: General Terms and Conditions for

Administrative Requirements.....page **7**

Subdivision C: General Terms and Conditions for

National Policy Requirements.....page **16**

Section B. Scope of General Terms and Conditions

The following General Terms and Conditions for Administrative Requirements and National Policy Requirements are applicable to all recipients of this ESCA, and all their subrecipients, if any. The provisions indicated in the articles as “Reserved” contain no requirements that apply to you as a recipient of this ESCA.

Section C. Effective Date

The General Terms and Conditions are effective upon award of this ESCA to Recipient and continue in effect as provided in each article. Some articles include obligations and requirements that extend beyond the Period of Performance of this Agreement.

Section D. English Language

Non-Federal entities may translate the Federal award and other documents into another language. In the event of inconsistency between any terms and conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the non-Federal entity's employees who are working on the Federal award are not fluent in English, the non-Federal entity must provide the Federal award in English and the language(s) with which employees are more familiar.

Section E. Plain Language

The General Terms and Conditions of this Agreement use plain language to refer to the parties and describe their obligations. The terms “you” or “yours” mean the

Recipient. The terms “we” or “us” or “our” or “Government” mean the United States represented by the Grants Officer, the awarding official of this CA.

Section F. Definitions

DoDGARs Definitions

1. **“Award”** A grant or a cooperative agreement other than a technology investment agreement.
2. **“Closeout”** The process by which the grants officer administering an award made by a DoD Component determines that all applicable administrative actions and all required work of the award have been completed by the Recipient and DoD Component.
3. **“DoD Component”** A Military Department, Defense Agency, DoD Field Activity, or organization within the Office of the Secretary of Defense that provides or administers an award to a recipient.
4. **“Prior approval”** Written or electronic approval by an authorized official evidencing prior consent.
5. **“Suspension”** An action by a DoD Component that temporarily withdraws Federal sponsorship under an award, pending corrective action by the recipient or pending a decision to terminate the award by the DoD Component. Suspension of an award is a separate action from suspension of a participant under 2 CFR part 1125.
6. **“Termination”** The cancellation of an award, in whole or in part, under an agreement at any time prior to either (i) the date on which all work under an award is completed; or (ii) the date on which Federal sponsorship ends, as given on the award document or any supplement or amendment thereto.

SUBDIVISION B: GENERAL TERMS AND CONDITIONS FOR ADMINISTRATIVE REQUIREMENTS

1. MODIFICATIONS

- (a) Modifications to this agreement may be proposed by either party. But neither party shall implement a change until the change has been negotiated and approved by the Government’s Grants Officer. Change proposals shall be submitted in writing and shall detail the technical, schedule, and financial impacts of the proposed modification. Only the Grants Officer has the authority to act on behalf of the Government to change this agreement.
- (b) Revision of budget/program plans: Recipient shall request prior approval for plan changes in accordance with 2 CFR part 200.308.
- (c) The Grants Officer may unilaterally issue modifications for minor or administrative matters, such as changes in key personnel, paying office, etc.

2. ACCESS TO AND RETENTION OF RECORDS

The Recipient shall afford any Army Representative, the Department of Defense, or the Comptroller General, or other officially concerned Federal government agency access to and the right to examine all records, books, papers, and documents, including records in automated forms that are within the Recipient's custody or control and that relate to its performance under this Agreement. This right of access to records shall not include attorney client communications, attorney work product or other legally privileged documents. The Recipient shall retain all such records intact in such form, if not original documents, as may be approved by the Army or other officially concerned government agency, which approval shall not be unreasonably withheld, for either at least ten (10) years following completion or termination of this Agreement or transfer all such records into Army custody, whichever occurs first. Access to the Recipient's records will be during normal business hours, and the Army or other officially concerned federal government agency will give the Recipient 72 hours prior notice of its intention to examine the Recipient's records, unless the Army or other officially concerned federal government agency determines that more immediate entry is required by special circumstances. The Recipient will have no claim due to such entries against the Army or other officially concerned government agency, or any officer, agent, employee, or contractor thereof.

3. FUNDING MATTERS

(a) Maximum Funding Obligation

Subject only to a Grants Officer Modification, the maximum funding obligation of the Government to the Recipient for this Agreement is stated in Division I, paragraph 3(a). Costs in excess of this maximum funding obligation will not be paid except as otherwise expressly provided herein or with prior approval from the Grants Officer.

(b) Availability of Funds

The Government's obligation to pay any costs hereunder is subject to the availability of appropriated funds, and nothing in this Agreement will be interpreted to require obligations or payments by the Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341). The funding amount as stated in Division I, paragraph 3(a) has been appropriated and is currently available for disbursement, subject to the terms of this Agreement. Subject only to a Grants Officer Modification, no other funding under this Agreement is available unless subsequently modified in writing by the Grants Officer.

(c) ESCA Line-Item Numbers

The funding ESCA Line-Item Numbers ("**CLIN**") for this Agreement are listed in **Attachment B** of this Agreement.

(d) Cost Notification

The Recipient shall notify the Grants Officer in writing whenever it has reason to believe that the costs it expects to incur under this Agreement in the next 60 calendar days, when added to all costs previously incurred, will exceed 75 percent of the aggregate maximum funding amount for the Environmental Services stipulated in this ESCA. Except with respect to any Grants Officer Modification, there is no legal liability on the part of the Government for any payment that may arise for performance under this Agreement beyond the obligated amount stipulated herein, until funds are made available to the Grants Officer and until the Recipient receives notice of availability, to be confirmed in writing by the Grants Officer.

(e) **Method of Payment**

- 1) The Government will reimburse Recipient up to the obligated amount for performance in conformance with the terms of this cooperative agreement. The Government is not liable for any expenditure in excess of this amount unless agreed to by modification of this agreement. All obligations are subject to the availability of appropriations from Congress.
- 2) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Grants Officer, on estimates of work accomplished which meets the standards of quality established under the ESCA, as approved by the Grants Officer. Submittal Requirements are contained in the TSRS, Attachment A, paragraph 2.
- 3) Recipient shall submit a "Request for Advance or Reimbursement" (SF-270) along with other required documentation to the Government's Technical Representative (see **Division I, paragraph 5 (c)**) no more frequently than monthly.
- 4) Submit SF-270s to Government's Technical Representative (see **Division I, paragraph 5 (c)**). Invoices submitted by email must be formatted to print on Letter (8 ½ x 11") paper. Please attach a single PDF document with the SF-270 as the FIRST page. All information for processing the payment must be included in the attachment – not the body of the email. Subject line of the email must reference the cooperative agreement/task order number.

(f) **Cost Principles**

Cost Principles for this agreement are governed by 2 CFR part 200, Subpart E.

- 1) In accordance with 2 CFR part 200.458, pre-award costs incurred before the start date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work are allowable only to the extent that they would have been

allowed if incurred after the start date of the Federal award and only with the written approval of the Federal agency. If approved, these costs must be charged to the initial budget period of the Federal award unless otherwise specified by the Federal agency.

(g) **Standards for Financial Management Systems**

The Recipient shall establish or use existing financial systems that comply with Generally Accepted Accounting Principles and with 2 CFR parts 200.302 and 200.303.

(h) **Audit**

- 1) Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 CFR part 200 Subpart F "Audit Requirements". Recipients that are subject to the provisions of 2 CFR part 200 and that expend \$750,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements contained in Subpart F. At the discretion of the Grants Officer, a Program-Specific Audit may be requested. The Recipient shall provide a copy of the auditor's report to the Government's Project Manager.
- 2) Irregularities identified in an audit that involve funds disbursed under this Cooperative Agreement or that raise concerns with compliance with governing standards or otherwise are of concern to the Grants Officer may be the basis for a decision by the Grants Officer to terminate the Cooperative Agreement, require the return to the Government of funds paid to the recipient, require a new audit or the establishment of special funds control procedures by the recipient, or any other action available by law to the Grants Officer.

(i) **Financial Reporting**

- 1) The Recipient shall submit a "Federal Financial Report" (SF-425) on a monthly basis. Reports are due no later than the 10th calendar day of every month, or the next business day when the 10th calendar day is on a weekend or holiday, through the duration of this ESCA. A final SF-425 shall be submitted within 90 days after the expiration date of the award.
- 2) Financial reports shall be submitted to the Government's Project Manager.

4. CLAIMS, DISPUTES, AND APPEALS

(a) **General**

Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Cooperative Agreement. Department of Defense policy is to resolve issues through discussions and mutual agreement at the Grants

Officer's level, either through unassisted negotiations or through a mutually agreeable means of Alternative Dispute Resolution, whenever possible.

(b) Claims Resolution Process

When a claim cannot be resolved by the parties, the parties agree to use the procedures identified in 32 CFR part 22.815 as the administrative process to resolve claims, disputes and appeals. Under 32 CFR part 22.815, a recipient's claim must: (1) be submitted in writing; (2) specifying the nature and basis for the relief requested; and (3) include all data that supports the claim. Claims by a DoD component to a recipient shall be the subject of a written decision by a Grants Officer. Within 60 calendar days of receipt of a written claim, the Grants Officer shall either: (1) prepare a written decision; or (2) notify the Recipient of a specific date when he or she will render a written decision if more time is required to do so. The decision of the Grants Officer is final. The recipient has the right to appeal the decision to the Grant Appeal Authority within 90 days of receiving the decision. Particulars concerning the appeal process are specified in Department of Defense Directive 3210.06, 32 CFR part 22.815(e), and Army Appeals Authority AFARS 5133.9001 (Grant and Cooperative Agreement Claims, Disputes and Appeals).

5. CLOSEOUT

Closeout, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to the requirements at 2 CFR parts 200.344 and 200.345.

6. OBLIGATION OF THE PARTIES

(a) Obligations of the Recipient

- 1) General. In consideration of the Army's agreement to provide funds in accordance with the terms of this Agreement, the Recipient assumes the responsibility for the performance of Environmental Services in accordance with and subject to the terms of this Agreement. The parties hereto acknowledge that the performance of the Environmental Services is intended to satisfy the Army's responsibilities under CERCLA with respect to the Environmental Services performed. The Army will provide oversight as described in this Agreement to ensure such satisfaction of CERCLA.
- 2) Notice of a Complaint. The Recipient shall provide the Army notice as soon as possible, but no later than seven (7) calendar days after receiving notice of a claim by federal, state, or local regulators, or other third parties, of the existence of any environmental condition that suggests an action is necessary for which the Army is responsible under this Agreement. If the Recipient is served with a complaint or written notice of a claim by the federal, state or local regulators, or

other third parties, the Recipient shall provide the Army with a copy of such document no later than seven (7) calendar days following service of such document.

3) *Indemnification / Limited Waiver of Statutory Rights.* In consideration of the funds available under this Agreement and the other terms of this Agreement, including, without limitation, Army's obligations hereunder, and to the extent authorized by applicable law, Recipient agrees that it shall, upon the execution of this Agreement, indemnify the Army for:

- (i) Any response cost claims for activities required to be performed or action taken by the Recipient as part of the Environmental Services.
- (ii) All costs associated with remediation of new pollution conditions caused by the Recipient, Recipient's successors, or contractors.
- (iii) All personal injury or property damage claims to the extent caused by the Recipient or its contractors in the course of performing the Environmental Services.
- (iv) All natural resource injuries pertaining to releases of hazardous substances, pollutants or contaminants but only to the extent that such damages were caused or contributed to by the actions of the Recipient in the course of performing or in the performance of the Environmental Services.
- (v) All costs associated with additional remediation as a result of a change in land use at the time of the execution of this Agreement.
- (vi) All costs associated with or arising from any negligent acts or omissions or willful misconduct of the Recipient in the course of performing or in the performance of the Environmental Services.
- (vii) *Access.* The Recipient shall promptly provide the Army and any officially concerned Government agency with all rights to access any areas owned by the Recipient pursuant to environmental response access rights reserved by the Army in the transfer documents.
- (viii) *Public Participation.* The Recipient shall be responsible for meeting any public participation requirements under CERCLA.
- (ix) *Covenant Not to Sue.* The Recipient covenants not to sue and hereby waives any potential claims against the Army for consequential damages related to performance

delays caused by the Army's performance of, or failure to perform, investigations or remediation activities.

(b) **Obligations of the Army**

- 1) *Payment.* The Army is obligated to pay the sums in the amounts and in accordance with and subject to the procedures provided for in this Agreement.
- 2) *Oversight of the ESCA Implementation.* The Recipient will provide copies of the deliverables as listed in the TSRS.
- 3) *Army Approval.* Wherever the terms of this Agreement provide for approval or concurrence by the Army, such approval or concurrence shall not be unreasonably withheld or delayed, and, at minimum, shall be provided within approval timelines under this Agreement.

7. SUCCESSORS AND ASSIGNS

The Recipient shall remain liable for performing its obligations under this Agreement. Nothing in this Agreement shall be construed to authorize the Recipient to assign any of its responsibilities or obligations under this Agreement to a third party or make any subsequent owners or occupants approved assigns without the prior written consent of the Army and the Recipient. All obligations and covenants made by the parties under this Agreement will bind and inure any successors and permitted assigns of the respective parties, whether or not expressly assumed by such successors or assigns.

8. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will continue in force and effect to the extent not inconsistent with such holding.

9. NO WAIVER OF BREACH

A party shall not be deemed to have waived any material provision of this Agreement upon failure to enforce any breach and no "course of conduct" shall be considered to be such a waiver.

10. CONFLICT OF INTEREST

The Recipient shall ensure that its employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

11. CHANGE OF CIRCUMSTANCES

Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Agreement.

12. OFFICIALS NOT TO BENEFIT

The Recipient acknowledges that no member or delegate to the United States Congress, or resident Commissioner, shall be permitted to share in any part of this Agreement or receive any benefit that may arise therefrom.

13. SITE VISITS

The Grants Officer, or authorized representatives, has the right at all reasonable times, with reasonable notice, to make site visits to review the Environmental Services and to provide technical assistance as may be required. All site visits and evaluations shall be performed in such a manner as will not unduly interfere with or delay the Recipient's performance of the Environmental Services.

14. TERMINATION

(a) This award may be terminated in whole or in part as follows:

- 1) Unilaterally by the Federal Government. We will provide a notice of termination if we unilaterally terminate this award in whole or in part, which we may do for any of the following reasons:
 - (i) Your material failure to comply with the award terms and conditions. If we terminate the award for that reason, we will report the termination to the OMB-designated integrity and performance system (currently SAM.gov). In accordance with 41 U.S.C. 2313, each Federal awarding official must review and consider the information in the OMB designated integrity and performance system with regard to any proposal or offer before awarding a grant, cooperative agreement, or contract.
 - (ii) The program office does not have funding for an upcoming increment if this award is incrementally funded. In that case, the Federal Government's financial obligation does not exceed the amount currently obligated under the award.
 - (iii) At the convenience of the Federal Government at any time, in whole or in part, including if the award no longer advances agency priorities or the national interest.
- 2) By mutual agreement. With mutual agreement, we may terminate this award, in whole or in part, for any reason. In that case, you and we must agree to:
 - (i) The termination conditions, including the effective date; and
 - (ii) In the case of a partial termination, the portion to be terminated.

- 3) Unilaterally by the recipient. You may unilaterally terminate this award, in whole or in part, by sending us written notification that states:
 - (i) The reasons for the termination;
 - (ii) The effective date; and
 - (iii) In the case of partial termination, the portion to be terminated. In that case, however, we may terminate the award in its entirety if we determine that the remaining portion of the award will not accomplish the purposes for which we made the award.
- (b) If this award is terminated in its entirety before the end of the performance period, you must complete the closeout actions for which you are responsible under Division II, Subdivision B, paragraph 5. The due date for each action is to be measured relative to the date of termination.
- (c) If this award is only partially terminated before the end of the performance period, with a reduced or modified portion of the award continuing through the end of the performance period, then closeout actions will occur at the end of the performance period as specified in Division II, Subdivision B, paragraph 5.
- (d) You will continue to have all of the post closeout responsibilities that Division II, Subdivision B, paragraph 5 specifies for you if this award is wholly or partially terminated before the end of the performance period.

15. Effects of suspension or termination of the award on allowability of costs.

If we suspend or terminate this award prior to the end of the period of performance, costs resulting from obligations that you incurred:

- (a) Before the effective date of the suspension or termination are allowable if:
 - 1) You properly incurred those obligations;
 - 2) You did not incur the obligations in anticipation of the suspension or termination;
 - 3) In the case of termination, the costs resulted from obligations that were noncancellable after the termination; and
 - 4) The costs would have been allowable if we had not suspended or terminated the award and it had expired normally at the end of the period of performance.
- (b) During the suspension or after the termination are not allowable unless we expressly authorize them, either in the notice of suspension or termination or subsequently.

16. FORCE MAJEURE

The parties shall perform the requirements of this Agreement within the schedules and time limits set forth herein unless the performance is prevented and delayed by events that constitute a Force Majeure. All deadlines hereunder and/or the date that commences a deadline shall be extended one day for each day that there is a Force Majeure event. A “**Force Majeure**” is defined as any event arising from causes which are not reasonably foreseeable, which are beyond the control of a party and which are not reasonably avoidable by such party and occurring without such party’s fault or negligence. Without limiting the foregoing sentence any related governmental directives or orders shall constitute a Force Majeure. If either party disputes whether an event constituting Force Majeure has occurred hereunder, the dispute resolution set forth in **DIVISION III, Subdivision B** may be invoked.

SUBDIVISION C: General Terms and Conditions for National Policy Requirements

NP Article I. Nondiscrimination national policy requirements. (December 2014)

Section A. Cross-cutting nondiscrimination requirements. By signing this award or accepting funds under this award, you assure that you will comply with applicable provisions of the national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 ([42 U.S.C. 2000d et seq.](#)), as implemented by Department of Defense (DoD) regulations at [32 CFR part 195](#).
2. On the basis of gender, blindness, or visual impairment, in Title IX of the Education Amendments of 1972 ([20 U.S.C. 1681 et seq.](#)), as implemented by DoD regulations at [32 CFR part 196](#).
3. On the basis of age, in the Age Discrimination Act of 1975 ([42 U.S.C. 6101 et seq.](#)), as implemented by Department of Health and Human Services regulations at [45 CFR part 90](#).
4. On the basis of disability, in the Rehabilitation Act of 1973 ([29 U.S.C. 794](#)), as implemented by Department of Justice regulations at [28 CFR part 41](#) and DoD regulations at [32 CFR part 56](#).
5. On the basis of disability in the Architectural Barriers Act of 1968 ([42 U.S.C. 4151 et seq.](#)) related to physically handicapped persons' ready access to, and use of, buildings and facilities for which Federal funds are used in design, construction, or alteration.

Section B. [Reserved]

NP Article II. Environmental national policy requirements. (December 2014)

Section A. Cross-cutting environmental requirements. You must:

1. Comply with all applicable Federal environmental laws and regulations. The laws and regulations identified in this section are not intended to be a complete list.
2. Comply with applicable provisions of the Clean Air Act ([42 U.S.C. 7401](#), *et seq.*) and Clean Water Act ([33 U.S.C. 1251](#), *et seq.*).
3. Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act ([42 U.S.C. 4821-4846](#)), as implemented by the Department of Housing and Urban Development at [24 CFR part 35](#). The requirements concern lead-based paint in buildings owned by the Federal Government or housing receiving Federal assistance.
4. Immediately identify to us, as the Federal awarding agency, any potential impact that you find this award may have on:
 - a. The quality of the “human environment”, as defined in [40 CFR 1508.14](#), including wetlands; and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at [42 U.S.C. 4321 et seq.](#)), the regulations at [40 CFR 1500-1508](#), and E.O. 12114, if applicable; and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives to the proposed action until we provide written notification of Federal compliance with NEPA or [E.O. 12114](#).
 - b. Flood-prone areas and provide any help we may need to comply with the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1973 ([42 U.S.C. 4001 et seq.](#)), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 - c. A land or water use or natural resource of a coastal zone that is part of a federally approved State coastal zone management plan and provide any help we may need to comply with the Coastal Zone Management Act of 1972 ([16 U.S.C. 1451, et seq.](#)) including preparation of a Federal agency Coastal Consistency Determination.
 - d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores and provide help we may need to comply with the Coastal Barrier Resources Act ([16 U.S.C. 3501 et seq.](#)), concerning preservation of barrier resources.
 - e. Any existing or proposed component of the National Wild and Scenic Rivers system and provide any help we may need to

comply with the Wild and Scenic Rivers Act of 1968 ([16 U.S.C. 1271 et seq.](#)).

f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source and in wellhead protection areas, and provide any help we may need to comply with the Safe Drinking Water Act ([42 U.S.C. 300f et seq.](#)).

5. You must comply fully with the Endangered Species Act of 1973, as amended (ESA, at [16 U.S.C. 1531 et seq.](#)), and implementing regulations of the Departments of the Interior ([50 CFR parts 10-24](#)) and Commerce ([50 CFR parts 217-227](#)). You also must provide any help we may need in complying with the consultation requirements of ESA section 7 ([16 U.S.C. 1536](#)) applicable to Federal agencies or any regulatory authorization we may need based on the award of this grant. This is not in lieu of responsibilities you have to comply with provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this award.

6. You must fully comply with the Marine Mammal Protection Act of 1972, as amended (MMPA, at [16 U.S.C. 1361 et seq.](#)) and provide any assistance we may need in obtaining any required MMPA permit based on an award of this grant.

Section B. [Reserved]

NP Article IV. Other National Policy Requirements. (December 2014)

Section A. Cross-cutting requirements.

1. **Debarment and suspension.** You must comply with requirements regarding debarment and suspension in Subpart C of [2 CFR part 180](#), as adopted by DoD at [2 CFR part 1125](#). This includes requirements concerning your principals under this award, as well as requirements concerning your procurement transactions and subawards that are implemented in PROC Articles I through III and SUB Article II.

2. **Drug-free workplace.** You must comply with drug-free workplace requirements in Subpart B of [2 CFR part 26](#), which is the DoD implementation of [41 U.S.C. chapter 81](#), "Drug-Free Workplace."

3. **Lobbying.**

a. You must comply with the restrictions on lobbying in [31 U.S.C. 1352](#), as implemented by DoD at [32 CFR part 28](#), and submit all disclosures required by that statute and regulation.

b. You must comply with the prohibition in [18 U.S.C. 1913](#) on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other

written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.

c. If you are a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), you may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., chapter 26). If we determine that you have engaged in lobbying activities, we will cease all payments to you under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions.

4. **Officials not to benefit.** You must comply with the requirement that no member of Congress shall be admitted to any share or part of this award, or to any benefit arising from it, in accordance with [41 U.S.C. 6306](#).

5. **Hatch Act.** If applicable, you must comply with the provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)) concerning political activities of certain State and local government employees, as implemented by the Office of Personnel Management at [5 CFR part 151](#), which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

6. **Native American graves protection and repatriation.** If you control or possess Native American remains and associated funerary objects, you must comply with the requirements of [43 CFR part 10](#), the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

7. **Historic preservation.** You must identify to us any:

a. Property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 ([54 U.S.C. 306108](#)), as implemented by the Advisory Council on Historic Preservation regulations at [36 CFR part 800](#) and E.O. 11593, "Identification and Protection of Historic Properties," [[3 CFR](#), 1971-1975 Comp., p. 559]. Impacts to historical properties are included in the definition of "human environment" that require impact assessment under NEPA (See NP Article II, Section A).

b. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological

data, and provide any help we may need, with respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 ([54 U.S.C. chapter 3125](#)).

8. *Pro-Children Act.*

You must comply with applicable restrictions in the Pro-Children Act of 1994 (Title 20, Chapter 68, subchapter X, Part B of the U.S. Code) on smoking in any indoor facility:

- a. Constructed, operated, or maintained under this award and used for routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18.
- b. Owned, leased, or contracted for and used under this award for the routine provision of federally funded health care, day care, or early childhood development (Head Start) services to children under the age of 18.

9. *Trafficking in persons.* You must comply with requirements concerning trafficking in persons specified in the award term at [2 CFR 175.15\(b\)](#), as applicable.

10. *Whistleblower protections.* You must comply with [10 U.S.C. 2409](#), including the:

- a. Prohibition on reprisals against employees disclosing certain types of information to specified persons or bodies; and
- b. Requirement to notify your employees in writing, in the predominant native language of the workforce, of their rights and protections under that statute.

Section B.

1. ***Build America, Buy America Act.*** You must comply with requirements concerning Buy America Preference specified in the award term at 2 CFR 184.4, as applicable.
2. ***Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment.*** You must comply with requirements concerning prohibition on certain telecommunications and video surveillance services or equipment specified in the award term at 2 CFR 200.216 and 200.471, as applicable.
3. ***Davis-Bacon Act.*** You must comply with the Davis-Bacon Act on environmental remediation construction subject to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as applicable.

ATTACHMENT A

TECHNICAL SPECIFICATIONS AND REQUIREMENTS STATEMENT

1.0 INTRODUCTION

The Recipient (City of Seaside) shall execute this Technical Specifications and Requirements Statement (TSRS) in accordance with the Environmental Services Cooperative Agreement (ESCA) issued under the authority of 10 United States Code (U.S.C.) §2701(d), Defense Environmental Restoration Program (DERP). Tasks identified as optional shall proceed only upon mutual agreement of the parties regarding the applicable scope, schedule, and cost, followed by written authorization from the Grants Officer.

The services described herein pertain to per- and polyfluoroalkyl substances (PFAS) in soil at areas within the former Fort Ord, California associated with past Army activities, specifically:

1. Site 10
2. Former Nurses' Barracks to include:
 - a. Mobile home development area; and
 - b. Seaside open space and park.
3. Main Garrison Fire Station to include:
 - a. Main Garrison Fire Station footprint; and
 - b. Area north of the Main Garrison Fire Station.

Collectively, these sites are referred to as "the Redevelopment Sites," and shown in Figures 1a and 1b.

The Army is currently conducting a broader PFAS Remedial Investigation (RI) at former Fort Ord under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9601 et seq., consistent with the Fort Ord Federal Facility Agreement (FFA). The Army shall remain the Lead Agency under CERCLA. Remedial Investigation, Feasibility Study, CERCLA decision-making and documentation, and remedy implementation are guided by the Fort Ord FFA as well as U.S. Army and U.S. Environmental Protection Agency guidance.

This ESCA is intended to support timely reuse and redevelopment of the associated parcels by advancing a targeted, soil-focused evaluation and decision process for PFAS at these Redevelopment Sites. The work performed under this ESCA shall remain consistent with, and support, the Army's responsibilities under CERCLA and the FFA.

This ESCA is structured as a soil-only, Redevelopment Site-specific carve-out of the broader PFAS RI and is intended to:

- Evaluate PFAS in soil within the Redevelopment Sites to depths necessary to support the planned redevelopment, up to approximately 35 feet below ground surface; and
- Support an appropriate CERCLA decision for PFAS in soil within the Redevelopment Sites, based on investigation and risk-evaluation results, using the applicable CERCLA pathway and documentation. Response actions or management measures will be evaluated if warranted by those results.

This ESCA does not replace or supersede the Army's broader PFAS RI and shall not be interpreted as resolving sitewide PFAS conditions, particularly with respect to groundwater.

2.0 OBJECTIVES

The objectives of this ESCA are to:

1. Define the nature and extent of PFAS in soil to the depth of the planned redevelopment (up to approximately 35 feet below ground surface) at the Redevelopment Sites;
2. Evaluate potential current and future human exposure to PFAS in soil;
3. Determine whether soil conditions warrant response actions or management measures to support redevelopment;
4. Support development of an appropriate CERCLA decision for PFAS in soil within the Redevelopment Sites, based on investigation and risk-evaluation results, using the applicable CERCLA pathway and documentation. Response actions or management measures will be evaluated if warranted by those results;
5. Document investigation and any response or remediation activities conducted within the Redevelopment Sites; and
6. Ensure technical consistency with the Army-led sitewide PFAS investigation.

3.0 SCOPE BOUNDARIES AND ASSUMPTIONS

3.1 Scope Boundaries

The scope of this ESCA is limited to PFAS in soil within the Redevelopment Sites.

The following apply:

- Groundwater investigation, monitoring, and remedy selection remain under the sitewide Fort Ord PFAS RI and are excluded from this ESCA;

- All work shall be consistent with the sitewide PFAS investigation, including but not limited to, analytical methods, analyte list, and QA/QC requirements;
- This ESCA supports CERCLA decision-making for the Redevelopment Sites only and shall not be interpreted as resolving broader PFAS conditions at former Fort Ord;
- The Army retains responsibility under CERCLA and the Fort Ord FFA for sitewide PFAS evaluation and decision-making; and
- Investigations for soil contamination other than PFAS, and munitions response, have been completed under CERCLA. These decisions will not be revisited by this ESCA.

3.2 Key Assumptions

- No groundwater field investigation is included in this ESCA;
- The detailed soil investigation approach, including the number, location, and depth of borings, shall be refined and documented through the Sampling and Analysis Plan based on existing data, redevelopment requirements, and site-specific conditions;
- Existing Army data and Conceptual Site Models (CSMs) may be relied upon;
- The Army shall lead coordination with regulatory agencies in collaboration with the City of Seaside; Recipient support shall be provided, as needed; Regulatory review cycles shall be conducted consistent with the Fort Ord FFA and standard CERCLA review processes;
- The Army shall lead community relations for its CERCLA activities at Fort Ord, including related tasks under this ESCA;
- The Army remains the CERCLA Lead Agency and retains responsibility for CERCLA decision-making under the Fort Ord FFA, including remedy selection and approval of the applicable CERCLA decision document. The Army and Recipient shall coordinate in developing reasonably anticipated future land use assumptions and evaluating remedial alternatives, including consideration of the Recipient's planned redevelopment and other relevant land-use information. The Recipient's performance under this ESCA supports the Army's execution of its CERCLA responsibilities and does not transfer Lead Agency status or CERCLA decision-making authority to the Recipient;
- Remedy implementation is not assumed at the outset. If warranted by the CERCLA decision, implementation activities may be performed through

applicable optional tasks upon mutual agreement regarding scope, schedule, and cost and written authorization by the Grants Officer.

- The Army will make available existing PFAS analytical data and pertinent documents in its possession in available electronic formats. The Recipient is responsible for compilation, review, and evaluation of information necessary to perform the work under this ESCA.

4.0 PERFORMANCE STANDARDS

The Recipient shall furnish all labor, materials, equipment, and services necessary to complete the tasks described herein. Performance will be evaluated based on submission and acceptance of the applicable deliverables by the Grants Officer or designee.

Task 1 shall constitute the initial performance objective and sequencing gate for subsequent work. Subsequent tasks shall be performed in accordance with the sequencing and authorization requirements established in this TSRS and the ESCA.

Task pricing and payment shall be administered in accordance with Section 7.0.

Table 1 – Performance Requirements Summary

Task	Performance Objective	Performance Standard	Deliverable
Task 1.1	Project Planning & Coordination	Accepted Technical Approach Memorandum documenting the data review, execution approach, sequencing, coordination, assumptions, and recommended investigation approach, followed by an accepted Sampling and Analysis Plan defining the detailed scope and technical requirements for Task 2.1.	Technical Approach Memorandum; Sampling and Analysis Plan
Task 1.2	Construction Support Plan	Accepted Construction Support Plan addressing soil sampling and potential future excavation activities at the Former Nurses' Barracks and Seaside Open Space and Park.	Construction Support Plan
Task 2.1	Redevelopment Areas Soil Investigation (Varied Depths)	Complete soil investigation across the Redevelopment Sites in accordance with the accepted Sampling and Analysis Plan, with targeted borings based on planned grading depths, infrastructure, existing data, and site-specific conditions.	Investigation data summarized under Task 2.2
Task 2.2	Field Investigation Report	Accepted Field Investigation Report documenting and evaluating the investigation performed under Task 2.1 and identifying whether additional	Field Investigation Report

		delineation under Task 2.3 is warranted.	
Task 2.3 (Option)	Additional Redevelopment Areas Soil Investigation/Delineation	If warranted by investigation results and authorized, perform additional soil investigation necessary to further delineate the horizontal or vertical extent of PFAS in soil.	Investigation results incorporated into the RI/FS under Task 4.1
Task 3.1 (Option)	Materials Removal Plan	If limited materials removal is warranted during the RI field effort and authorized, prepare an accepted plan defining the scope, methods, sequencing, handling, and applicable disposal requirements for the work.	Materials Removal Plan
Task 3.2 (Option)	Materials Removal During Investigation	If authorized, perform limited materials removal in accordance with the accepted Materials Removal Plan and applicable requirements.	Activities documented under Task 3.3
Task 3.3 (Option)	Materials Removal Completion Report	Accepted report documenting materials removal performed under Task 3.2, including quantities, locations, disposition, and other applicable completion information.	Materials Removal Completion Report
Task 4.1	Remedial Investigation / Feasibility Study	Accepted RI documentation evaluating relevant investigation results and potential current and future human exposure and risk. If further remedial evaluation is warranted based on the	Remedial Investigation / Feasibility Study

		investigation and risk evaluation, develop and evaluate remedial alternatives through an FS, as applicable, to support Army CERCLA decision-making for PFAS in soil at the Redevelopment Sites.	
Task 4.2	CERCLA Decision Support	Provide technical support for development of the Army's CERCLA decision for PFAS in soil at the Redevelopment Sites, including support for preparation of the Proposed Plan, response to regulatory and public comments, and development of the applicable CERCLA decision document. The Army remains the CERCLA Lead Agency and retains remedy-selection and decision-document approval authority.	CERCLA decision-support materials, including Draft Proposed Plan and draft decision-document materials, as applicable
Task 4.3 (Option)	Remediation Design and Implementation Plan	If implementation under the ESCA is warranted by the Army's CERCLA decision and authorized, prepare an accepted Remedial Design and Implementation Plan consistent with the remedy selected in the applicable CERCLA decision document.	Remedial Design and Implementation Plan
Task 4.4 (Option)	Remediation Implementation	If authorized, implement the selected remedy in accordance with the Army's CERCLA decision	Remedial activities documented under Task 4.5

		document and accepted Remedial Design and Implementation Plan.	
Task 4.5 (Option)	Remedial Action Completion Report	Accepted report documenting remedial activities performed under Task 4.4 and completion of the authorized work consistent with the applicable CERCLA decision and implementation requirements.	Remedial Action Completion Report
Task 5 (Option)	Offsite Disposal	If required by authorized materials removal or remedy implementation, transport and dispose of PFAS-impacted material in accordance with applicable requirements and the Government-accepted disposal pathway.	Disposal documentation incorporated into the applicable Materials Removal Completion Report or Remedial Action Completion Report

5.0 TASK DESCRIPTIONS

Task 1.1 – Project Planning and Coordination

Objective: Define the approach for executing the requirements of this TSRS, including sequencing, coordination, and execution assumptions. Develop understanding of PFAS conditions at the Redevelopment Sites. Refine the detailed scope of the Redevelopment Areas Soil Investigation (Task 2.1)

Includes:

- Coordination and discussion with Army and, as needed, regulatory agencies, on regulatory framework, documentation, and general scope and understanding of process and regulatory requirements;
- Compilation and review of available Army PFAS PA, SI, Draft RI/QAPP, existing CSMs, and other pertinent documents;
- Identification of data gaps;
- Development/refinement of site-specific CSMs;
- Preparation of a Technical Approach Memorandum documenting the data review, execution approach, sequencing, assumptions, and recommended investigation approach; and
- Preparation of a Sampling and Analysis Plan defining the detailed scope and technical requirements for Task 2.1.

The Sampling and Analysis Plan shall refine the investigation approach within the bounds of this TSRS and shall not expand the scope of work or introduce new work elements without prior written Government authorization.

Task 1.2 – Construction Support Plan

Establish requirements necessary to safely support intrusive investigation and potential future excavation within areas subject to Military Munitions Response Program (MMRP) land use controls. This task includes preparation of an accepted Construction Support Plan, consistent with applicable MMRP land use controls, addressing soil sampling and potential future excavation activities within the Former Nurses' Barracks and Seaside Open Space and Park.

The Construction Support Plan shall be completed and accepted prior to applicable intrusive activities within these areas.

Task 2.1 – Redevelopment Areas Soil Investigation (Varied Depths)

Objective: Characterize PFAS in soil to support decision-making for the Redevelopment Sites.

Includes:

- Targeted soil investigation for each of the Redevelopment Areas (1 through 5)
- Laboratory analysis consistent with Army RI QAPP and other pertinent documents;
- Management and disposal of investigation-derived soil/spoils generated during Task 2.1, as identified in the accepted Sampling and Analysis Plan and consistent with applicable requirements; and
- Construction support and associated documentation/reporting during field investigation activities, as applicable, in accordance with the accepted Construction Support Plan.

Task 2.2 – Field Investigation Report

Objective: Document and evaluate PFAS conditions in soil to support decision-making for the Redevelopment Sites.

Includes:

- Preparation of an accepted Field Investigation Report documenting the investigation performed under Task 2.1;
- Evaluation of investigation results relative to the applicable CSMs and identified data needs; and
- Identification of whether additional investigation or delineation under Task 2.3 is warranted.

Task 2.3 (Option) – Additional Redevelopment Areas Soil Investigation/Delineation

Objective: Perform additional investigation, if warranted based on the initial investigation results, to further delineate the horizontal or vertical extent of PFAS in soil as necessary to support completion of the RI/FS and Army CERCLA decision-making.

Includes:

- Additional targeted soil investigation, as warranted and authorized;
- Laboratory analysis consistent with Army PFAS RI QAPP and other applicable requirements; and
- Incorporation of resulting data into the RI/FS under Task 4.1.

Task 3.1 (Option) – Materials Removal Plan

Develop the approach for limited materials removal associated with the RI field effort, if warranted based on investigation results and authorized. This task includes preparation of

an accepted Materials Removal Plan defining the scope, methods, sequencing, handling, and disposal requirements.

Task 3.2 (Option) – Materials Removal During Investigation

Perform limited removal of materials identified during the RI field effort where such removal is appropriate to facilitate the investigation or address discrete soil conditions, if warranted and authorized.

Includes:

- Removal of authorized surface materials (e.g., asphalt) and shallow soil in accordance with the accepted Materials Removal Plan.
- Management and disposal of removed materials in accordance with applicable requirements and the Government-accepted disposal pathway; and
- Construction support and associated documentation/reporting during authorized materials-removal activities, as applicable, in accordance with the accepted Construction Support Plan.

Activities performed under this task shall be documented under Task 3.3.

Task 3.3 (Option) – Materials Removal Completion Report

Document materials removal completed under Task 3.2. This task includes preparation of an accepted Materials Removal Completion Report documenting the work performed, including removal locations, quantities, material disposition, and other applicable completion information.

Task 4.1 – Remedial Investigation / Feasibility Study

Objective: Evaluate potential current and future exposure and risk associated with PFAS in soil and, if the investigation determines that further remedial evaluation is warranted, develop and evaluate remedial alternatives to support Army CERCLA decision-making.

The risk evaluation will include:

- Assessment and evaluation of all data collected during the course of this investigation (Tasks 2.1 and 2.3);
- Consideration of migration pathways;
- Worker exposure evaluation;
- Evaluation of reasonably anticipated future land use, including planned redevelopment identified in coordination with the Recipient;
- Evaluation of redevelopment disturbance scenarios.

The remedial alternatives evaluation will include:

- No further action;

- Soil management during construction;
- Limited excavation/removal;
- Engineered cover or hardscape maintenance;
- Land use controls, including activity restrictions or use provisions, if warranted.

If the RI determines that the Redevelopment Sites are protective of human health and the environment and no remedial action is warranted, the Army may proceed with the applicable CERCLA decision documentation without completing an FS. If further remedial evaluation is warranted, the Recipient shall complete the FS and associated alternatives evaluation in accordance with applicable CERCLA requirements.

If an FS is warranted, remedial alternatives shall be developed and evaluated considering the reasonably anticipated future land use and planned redevelopment, as appropriate, to support the Army's evaluation and selection of an appropriate remedial alternative, if any. The RI/FS does not itself constitute the applicable CERCLA decision documentation or select the remedy.

Task 4.2 – CERCLA Decision Support

Support development of the Army's CERCLA decision for PFAS in soil at the Redevelopment Sites. This task includes:

- Support preparation of the Proposed Plan;
- Support regulatory coordination and response to comments;
- Support the public participation process, as applicable;
- Support preparation of responses to public comments; and
- Support development of the applicable CERCLA decision document.

The Army remains the CERCLA Lead Agency and retains responsibility for remedy selection and approval of the applicable CERCLA decision document.

Task 4.3 (Option) – Remedial Design and Implementation Plan

If implementation through the ESCA is warranted by the Army's CERCLA decision and authorized, develop the design and implementation requirements for the selected remedy.

Includes:

- Preparation of an accepted Remedial Design and Implementation Plan consistent with the remedy selected in the applicable CERCLA decision document;
- Design and implementation requirements for applicable remedial components; and

- Requirements for institutional controls, land use controls, engineering controls, excavation, disposal, or other measures included in the selected remedy, as applicable.

Task 4.4 (Option) – Remediation Implementation

Implement the remedy selected in the Army's CERCLA decision document, if authorized for performance under this ESCA.

Includes:

- Implementation of the selected remedy in accordance with the applicable CERCLA decision document and accepted Remedial Design and Implementation Plan;
- Implementation of institutional controls, land use controls, engineering controls, or other remedial components selected as part of the remedy, as applicable;
- Management and disposal of materials generated during implementation in accordance with applicable requirements and the Government-accepted disposal pathway; and
- Construction support and associated documentation/reporting, as applicable, in accordance with the accepted Construction Support Plan.

Activities performed under this task shall be documented under Task 4.5.

Task 4.5 (Option) – Remedial Action Completion Report

Document completion of remedial activities performed under Task 4.4.

Includes:

- Preparation of an accepted Remedial Action Completion Report documenting remedial activities performed under the ESCA; and
- Documentation of implementation of applicable institutional controls, land use controls, engineering controls, or other components of the selected remedy

Task 5 (Option)– Offsite Disposal of Material

Offsite disposal may be required if material generated through authorized materials removal or remedy implementation cannot be disposed of at the Fort Ord Landfill or another Government-accepted onsite disposal pathway.

For planning purposes, offsite disposal of up to approximately 2,000 cubic yards is anticipated. Actual quantities will depend on the scope of authorized materials removal or remedy implementation and applicable disposal requirements.

If warranted, this task shall proceed upon mutual agreement regarding the applicable scope, quantity, schedule, and price, followed by written authorization from the Grants Officer. Offsite disposal shall be performed in accordance with applicable requirements and the Government-accepted disposal pathway.

6.0 DELIVERABLES

Deliverables shall include:

1. Technical Approach Memorandum
2. Sampling and Analysis Plan
3. Construction Support Plan
4. Field Investigation Report
5. Materials Removal Plan (Optional)
6. Materials Removal Completion Report (Optional)
7. Remedial Investigation / Feasibility Study
8. CERCLA decision-support materials, including Proposed Plan and decision-document support materials, as applicable
9. Remedial Design and Implementation Plan (Optional)
10. Remedial Action Completion Report (Optional)

The Recipient and the Government will coordinate to minimize unnecessary interim drafts of the above documents while providing for appropriate Government and regulatory review.

Unless otherwise specified for a particular deliverable, document preparation shall include preliminary draft, draft, draft-final, and final versions, including response-to-comment documentation and revisions necessary to address Government and regulatory comments within the scope of the applicable deliverable. The preliminary draft shall be provided for Government review prior to issuance of the draft for regulatory review.

7.0 PAYMENT STRUCTURE

This ESCA shall be administered on a cost reimbursement basis. Payments shall be made upon submission and acceptance of each performance objective as identified in Table 1. Task pricing is based on the agreed scope and assumptions established in this TSRS and supporting cost documentation. Funding for this ESCA may be obligated in stages, consistent with project requirements and available funding.

Task 1 shall constitute the initial performance objective and shall be completed and accepted prior to initiation of subsequent tasks, unless otherwise authorized by the Grants Officer. Prior to authorization of subsequent work, the parties will coordinate, as appropriate, to confirm the applicable scope, sequencing, schedule, assumptions, and available funding based on information developed through preceding tasks.

If information developed during planning or execution identifies conditions or requirements that materially differ from the established assumptions and materially affect the authorized work, the Recipient shall promptly notify the Government. The parties will coordinate to determine whether adjustment to the affected scope, schedule, or price is warranted. Any agreed adjustment shall be incorporated through bilateral modification, as appropriate.

All project management, coordination, and regulatory interaction necessary to perform an authorized task are included within each task and shall not be separately reimbursable unless expressly authorized by written modification to this ESCA. Regulatory reimbursement costs will be the sole responsibility of the Government.

Tasks identified as optional shall proceed only upon mutual agreement of the parties regarding the applicable scope, schedule, and price, followed by written authorization from the Grants Officer. Pricing for optional tasks shall be established in the ESCA or through bilateral modification, as applicable.

8.0 COORDINATION

The Recipient shall coordinate with:

- U.S. Army and BRAC representatives;
- Regulatory agencies under the Fort Ord FFA (with coordination led by the Army);
- Redevelopment entities.

Coordination shall include integration with the Army's sitewide PFAS investigation, including the RI/QAPP and other pertinent documents, to ensure technical consistency across the Fort Ord PFAS program.

Unresolved issues affecting performance of the ESCA shall be elevated through the appropriate Recipient and Army/BRAC representatives. Regulatory coordination concerning ESCA scope, CERCLA requirements, or Army decision-making shall be led by the Army, with Recipient participation as appropriate. Conditions or requirements identified during performance that materially affect authorized work shall be addressed in accordance with the modification provisions of Section 7.

**ATTACHMENT B
CLINS AND COST BREAKDOWN**

CLIN	Description	Unit of Measure	Budget
0001	Project Planning & Coordination	JOB	
0002	Construction Support Plan	JOB	
0003	Redevelopment Areas Soil	JOB	
0004	Field Investigation Report	JOB	
0005	Additional Redevelopment Areas Soil Investigation/Delineation	JOB	
0006	Materials Removal Plan	JOB	
0007	Materials Removal During Investigation	JOB	
0008	Materials Removal Completion Report	JOB	
0009	Remedial Investigation / Feasibility	JOB	
0010	CERCLA Decision Support		
0011	Remediation Design and		
0012	Remediation Implementation		
0013	Offsite Disposal		
	TOTAL		TBD

***CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS;
AND DRUG-FREE WORKPLACE REQUIREMENTS FOR
COOPERATIVE AGREEMENTS***

Applicants should refer to the regulations cited below to determine the certification which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under: 32 CFR Part 28, "New Restrictions on Lobbying"; 2 CFR Part 180, "OMB Guidelines on to Agencies on Government-wide Debarment and Suspension (Non-Procurement)", as implemented by the Department of Defense in 2 CFR Part 1125; and 32 CFR Part 26, "Government-wide Requirements for Drug Free Workplace (Financial Assistance)". The certifications will be treated as a material representation of fact upon which reliance will be placed when determining award of the cooperative agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance

was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The applicant certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) The applicant shall communicate the requirements to comply with Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the Department of Defense in 2 CFR Part 1125, to persons at the next lower tier with whom the Recipient enters into transactions that are “covered transactions” under Subpart

B of 2 CFR Part 180 and the DoD implementation in 2 CFR Part 1125.

3. DRUG-FREE WORKPLACE (RECIPIENTS OTHER THAN INDIVIDUALS)

As required by the Subpart B of 32 CFR Part 26, which implements Sections 5151- 5160 of the Drug Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D, 41 U.S.C. § 701, *et seq.*)--

(1) The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions that will be taken against the employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The applicant's policy of maintaining a drug-free workplace; (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the cooperative agreement be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the cooperative agreement, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grants officer or other designee on whose cooperative agreement activity the convicted employee was working, unless the Federal agency has designated a central point for receipt of such notices.

Notice shall include the identification number(s) of the each affected cooperative agreement;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

(i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(2) The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement.

Place of performance:

(Street address, city, county, state, zip code)

☐

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant:

Printed Name and Title of Authorized Representative

Name: Greg McDanel

Title: City Manager, City of Seaside

Signature: _____

Date: _____

DRAFT



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Haroon Noori, Administrative Analyst II

DATE: September 17, 2026

SUBJECT: ADOPT A RESOLUTION APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2025-2026

RECOMMENDATION

Adopt a Resolution to:

1. Approve the FY2025-26 CAPER for the CDBG program; and
2. Authorize the City Manager or designee to submit the FY2025-26 CAPER to the U.S. Department of Housing and Urban Development.

BACKGROUND

The City of Seaside receives federal entitlement grant funding through the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program. As a condition of this funding, HUD requires the City to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days following the close of each program year. The CAPER serves as HUD's primary tool for evaluating the City's performance and documents the City's progress in achieving the goals and objectives outlined in its Five-Year Consolidated Plan and Annual Action Plan.

DISCUSSION:

Program Year (PY) 2025, covering July 1, 2025 through June 30, 2026, represents the first year of the City's 2025–2029 Consolidated Plan. During PY2025, the City had a total of \$466,548 in CDBG resources available, consisting of \$304,867 in FY2025 entitlement grant funds, \$102,900 in program income, and \$58,781 in prior-year CDBG funds. The City expended \$424,371 during the program year.

The table below summarizes the CDBG resources available and expenditures during FY2025-26:

	Resources Available	Amount Expended	Difference
FY2025-26 CDBG Allocation + Program Income + Prior Year Resources	\$466,548.00	\$424,371.00	\$42,177.00

In alignment with the strategic goals and priorities established in the 2025–2029 Consolidated Plan and 2025–2026 Annual Action Plan (AAP), the City directed CDBG resources toward public services, public facility and infrastructure improvements, accessibility improvements, and program administration. The City partnered with local nonprofit organizations and community service providers to carry out activities primarily benefiting low- and moderate-income residents and vulnerable populations.

CDBG-funded public service activities assisted 634 persons during PY2025. In addition, improvements to the Boys & Girls Clubs of Monterey County’s Seaside Clubhouse benefited 702 youth, while the City completed 24 ADA-compliant curb ramps to improve pedestrian accessibility throughout Seaside. The ADA improvements are estimated to benefit approximately 4,911 Seaside residents with disabilities.

A summary of the FY2025-26 activities and accomplishments is provided below, with additional detail included in the CAPER.

Table 1: FY2025-26 Projects and Accomplishments					
Organization	Service / Project	Budget	Disbursed	Status	# of persons Assisted
Public Service Activities					
Girls, Inc. of the Central Coast	Youth Services	\$10,190.00	\$10,190.00	Complete	78
Greater Victory Temple	Youth Services	\$10,190.00	\$10,190.00	Complete	74
Legal Services for Seniors	Legal Services	\$10,190.00	\$10,190.00	Complete	80
Meals on	Senior	\$10,190.00	\$10,190.00	Complete	335

Wheels of the Monterey Peninsula	Services				
Eden Council for Hope and Opportunity	Fair Housing Activities	\$10,190.00	\$10,190.00	Complete	42
Gathering for Women - Monterey	Case Management – Homeless Shelter	\$10,190.00	\$10,190.00	Complete	25
Capital Improvement Projects					
Boys and Girls Club of Monterey County	Seaside Clubhouse -	\$50,000.00	\$50,000.00	Complete	702
Community Human Services	Casa de Noche Buena Facility Improvements	\$40,000.00	-	Canceled	N/A
City of Seaside – Public Works	ADA Curb Ramp Improvements	\$240,000.00	\$237,847.00	Complete	24 ADA curb ramps*
Program planning and administration					
CDBG		\$75,384.00	\$75,384.00	Complete	N/A

** The ADA Curb Ramp Improvement Project completed 24 ADA-compliant curb ramps. Because individual users cannot reasonably be tracked, HUD-provided Census Disability by Race and Ethnicity data were used to estimate that approximately 4,911 persons with disabilities benefit from the citywide accessibility improvements.*

The City achieved a 100% low- and moderate-income benefit during PY2025. Public service expenditures represented 14.99% of the applicable public service cap, while planning and administration expenditures represented 13.42%, both within applicable CDBG limits.

CITIZEN PARTICIPATION AND PUBLIC OUTREACH:

The FY2025-26 CAPER was made available for a 15-day public review and comment period from September 1 through September 16, 2026. The Draft CAPER was posted on the City's CDBG webpage and made available for public review at the following

locations.

- Seaside City Hall
- Seaside Public Library
- Seaside Fire Station
- Oldemeyer Community Center
- Community Development Department

A notice announcing the public review period and public hearing was published in the Monterey County Weekly in both English and Spanish. The City also distributed the notice to its public contact and nonprofit agency email lists developed through the Consolidated Plan process.

The Seaside City Council is scheduled to hold a public hearing on September 17, 2026, to receive comments on the CAPER. Public comments received during the public review period and public hearing will be summarized in the final CAPER prior to submission to HUD.

FISCAL IMPACT

Approval and submittal of CAPER does not have any fiscal impact.

STRATEGIC PRIORITY

Not Applicable

ATTACHMENTS

1. Resolution
2. Seaside FY25-26 CDBG CAPER - Draft
3. PR 26 - CDBG Financial Summary Report
4. PR 03 - CDBG Activity Summary Report

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 THE CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM FOR FISCAL YEAR 2025-2026

WHEREAS, the City of Seaside ("City") participates in the Department of Housing and Urban Development's ("HUD") Community Development Block Grant ("CDBG") Program; and

WHEREAS, the City received CDBG funds in FY2025/2026; and

WHEREAS, HUD requires the City to prepare and submit a Consolidated Annual Performance and Evaluation Report ("CAPER") for the CDBG program within 90 days of the close of the fiscal year; and

WHEREAS, the City of Seaside, as required by HUD, duly published notice of, and conducted a public hearing to obtain the views of citizens on the FY2025/2026 CAPER; and

WHEREAS, on September 17, 2026, the City Council of the City of Seaside reviewed the FY2025/2026 CAPER and approved the report, including any comments.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that the FY2025/2026 CAPER, is hereby approved, and that the City Manager or designee is hereby authorized and directed to submit the FY2025/2026 CAPER to HUD as required.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of September 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE

Consolidated Annual Performance and Evaluation Report (CAPER)
For the Community Development Block Grant Program (CDBG)
Fiscal Year 2025-2026 (Program Year 2025)

DRAFT RELEASED FOR PUBLIC COMMENT
September 1, 2026

PUBLIC COMMENT PERIOD
September 1, 2026 to September 16, 2026

Prepared by:

Community Development Department
440 Harcourt Ave, Seaside, CA 93955
(831) 899-6726 | CDBG@SeasideCA.gov

Table of Contents

Executive Summary.....	3
CR-05 - Goals and Outcomes.....	4
CR-10 - Racial and Ethnic composition of families assisted	8
CR-15 - Resources and Investments 91.520(a)	9
CR-20 - Affordable Housing 91.520(b)	10
CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)	14
CR-30 - Public Housing 91.220(h); 91.320(j)	16
CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j).....	17
CR-40 - Monitoring 91.220 and 91.230.....	20
CR-45 - CDBG 91.520(c).....	21

Exhibits:

Executive Summary

The City of Seaside (City) receives federal Community Development Block Grant (CDBG) entitlement funding from the U.S. Department of Housing and Urban Development (HUD). Pursuant to 24 CFR 91.520, the City prepares an annual Consolidated Annual Performance and Evaluation Report (CAPER) to evaluate its progress in meeting the goals and priorities established in its Five-Year Consolidated Plan and Annual Action Plan, including:

- Access to Community Services;
- Provide Quality Facilities and Infrastructure;
- Improve Accessibility for People with Disabilities;
- Preserve and Improve Existing Housing Stock; and
- Program Planning and Administration.

This document represents the City's Program Year 2025 (PY2025) CAPER, covering July 1, 2025 through June 30, 2026, and the first year of the City's 2025–2029 Consolidated Plan. The CAPER summarizes the City's CDBG-funded activities, accomplishments, and progress in addressing the housing and community development needs of Seaside residents, with particular emphasis on low- and moderate-income residents and vulnerable populations.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

In PY2025, consistent with the strategic goals and priorities identified in the 2025–2029 Consolidated Plan and the 2025-26 Annual Action Plan (AAP), the City continued to address community development needs through public services, public facility and infrastructure improvements, accessibility improvements, and program administration. The City partnered with local nonprofit organizations and community service providers to carry out activities primarily benefiting low- and moderate-income residents and vulnerable populations. Table 1 below summarizes the City's progress toward its Consolidated Plan goals. Major accomplishments include:

STRATEGIC GOAL 1: ACCESS TO COMMUNITY AND SOCIAL SERVICES

To increase access to needed community and social services, the City provided CDBG funding to six nonprofit organizations serving seniors, youth, persons experiencing homelessness, and residents in need of fair housing and legal assistance.

- **Girls Inc. of the Central Coast:** The Girls' Empowerment and Prevention Programs served 78 unduplicated participants, exceeding the annual goal. Participants received youth development, health education, leadership, and parent engagement programming designed to strengthen communication, decision-making, healthy relationships, leadership, and conflict-resolution skills. Approximately 81% of participants were low- and moderate-income.
- **Greater Victory Temple:** The Afternoon Community Support Program served 74 unduplicated students, exceeding its annual goal of 65. All participants were from low- and moderate-income households. Students received homework assistance, tutoring, literacy support, STEM and arts enrichment, social-emotional learning, recreation, and nutritious meals and snacks in a safe after-school environment.
- **Legal Services for Seniors:** The program provided free legal assistance to 80 Seaside seniors and conducted two educational workshops, meeting its annual performance goals. Assistance addressed housing stability, landlord-tenant disputes, elder abuse, public benefits, consumer protection, and other legal issues affecting seniors. Approximately 87.5% of participants were low- and moderate-income.
- **Meals on Wheels of the Monterey Peninsula:** The program served 335 low-income, homebound seniors and other eligible residents, exceeding its annual goal of 201. In addition to nutritious home-delivered meals, participants received regular wellness checks and connections to supportive services, helping address food insecurity and support independent living.
- **Eden Council for Hope and Opportunity (ECHO):** ECHO provided fair housing education, counseling, investigation, mediation, and tenant/property owner services to 42 unduplicated households, exceeding its annual goal of 40. Services assisted residents with understanding and protecting their fair housing rights, resolving housing disputes, and maintaining housing stability.
- **Gathering for Women – Casa de Noche Buena:** CDBG funding supported case management and

housing navigation services for homeless single women residing at Casa de Noche Buena emergency shelter. The program provided 176 case management sessions to 25 unduplicated persons, all of whom were low- and moderate-income and experiencing homelessness. Services improved access to housing resources and supportive services intended to promote greater housing stability and permanent housing outcomes.

STRATEGIC GOAL 2: IMPROVE ACCESSIBILITY TO PERSONS WITH DISABILITIES

- **ADA Curb Ramp Improvement Project:** During PY2025, the City completed its ADA Curb Ramp Improvement Project to replace noncompliant curb ramps and improve pedestrian accessibility throughout Seaside. The City's Public Works Department completed 24 ADA-compliant curb ramps. The activity received \$240,000 in CDBG funding, of which \$237,847 was expended during the program year.

STRATEGIC GOAL 3: PROVIDE QUALITY FACILITIES AND INFRASTRUCTURE

- **Boys & Girls Clubs of Monterey County – Seaside Clubhouse Facility Improvements:** CDBG funding supported improvements to the Seaside Clubhouse parking lot and surrounding facilities, including pavement repairs and sealing, restriping, replacement of damaged sidewalks and pathways, and installation of bicycle racks. The project benefited 702 Seaside youth, including 662 low- and moderate-income beneficiaries (94%), and improved the safety, accessibility, and functionality of the facility. The City expended \$50,000 in CDBG funds for the project.
- **Community Human Services – Casa de Noche Buena Facility Improvement Project:** The City initially allocated PY2025 CDBG funding for facility improvements at Casa de Noche Buena. The project was subsequently cancelled and no project accomplishments were reported during PY2025.

STRATEGIC GOAL 4: PRESERVE AND IMPROVE EXISTING HOUSING STOCK

The City did not fund any CDBG activities under this goal during PY2025.

STRATEGIC GOAL 5: PROGRAM PLANNING AND ADMINISTRATION

The City's CDBG staff provided ongoing administration, oversight, monitoring, and technical assistance for CDBG-funded projects and activities. Activities included financial and IDIS administration, subrecipient oversight, environmental review, compliance monitoring, preparation of required HUD reports and plans, and coordination of the City's citizen participation process. The City expended \$75,384 for CDBG planning and administration during PY2025.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Table 1 provides numeric detail on activities completed in PY2025, and progress made toward meeting the Consolidated Strategic Plan goals and objectives:

Goal	Category	Source / Amount	Indicator	Unit of Measure	5-Year Strategic Plan			2025/2026 Program Year (Year 1)		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Access to Community Services	Non-Homeless Special Needs Non-Housing Community Development Other - Public Services	CDBG(2025): \$61,140	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2,500	634	25%	680	634	93%
Improve Accessibility for People with Disabilities	Non-Homeless Special Needs Non-Housing Community Development	CDBG(2025): \$240,000 (ADA Curb Ramps)	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Public Facilities	100	24	24%	22	24	109%
Provide Quality Facilities and Infrastructure	Non-Homeless Special Needs Non-Housing Community Development	CDBG(2025): \$50,000 (Boys and Girls Club) CDBG(2025): \$40,000 (CHS - Casa de Noche Buena) - <i>Cancelled</i>	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2,000	702	35%	555	702	126%
Preserve and Improve Existing Housing Stock	Affordable Housing	CDBG(2025): \$0	Homeowner Housing Rehabilitated	Household Housing Unit	25	0	0%	0	0	0%
Program Planning and Administration	CDBG Program Administration	CDBG(2025): \$75,384	Other	Other	5	other	20%	1	1	100%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During PY2025, the City of Seaside directed CDBG resources toward the priority needs and objectives identified in the 2025–2029 Consolidated Plan, including:

- Access to community and social services;
- Quality facilities and infrastructure;
- Accessibility for persons with disabilities; and
- Preservation and improvement of existing housing stock.

The City's CDBG investments primarily benefited low- and moderate-income residents and populations with special needs, including extremely low- and very low-income households, seniors, youth, persons experiencing homelessness, persons with disabilities, and residents in need of fair housing and legal services.

During PY2025, CDBG-funded public services assisted 634 persons, including 335 participants through senior nutrition services, 80 through legal services, 152 through youth services, 42 through fair housing services, and 25 through homeless case management and housing navigation services.

CDBG funds also supported improvements to the Boys & Girls Clubs of Monterey County's Seaside Clubhouse, benefiting 702 youth, and the City's ADA Curb Ramp Improvement Project. The ADA improvements are estimated to benefit approximately 4,911 Seaside residents with disabilities, based on American Community Survey data and the project's citywide service area.

Under the four objectives listed above, during PY2025 the City was able to accomplish the following:

Activity Category and Matrix Code	Number of Beneficiaries
Youth Centers (03D) – Boys & Girls Club Facility Improvements	702
Senior Services (05A) – Meals on Wheels	335
Legal Services (05C) – Legal Services for Seniors	80
Youth Services (05D) – Girls Inc. and Greater Victory Temple	152
Fair Housing Activities (05J) – ECHO Housing	42
Homeless Services/Housing Information and Referral Services (05X) – Gathering for Women	25
Sidewalks (03L) – ADA Curb Ramp Improvements	4,911
TOTAL	6,247

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	3,011
Black or African American	1,008
Asian	729
American Indian or Alaska Native	119
Native Hawaiian or Other Pacific Islander	40
Amer. Indian/White	16
Asian/White	2
Black/White	9
Amer. Indian/Black	8
Other	1,305
Total	6,247
Hispanic	2,127
Not Hispanic	4,120

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Table 2 summarizes the racial and ethnic composition of persons benefiting from CDBG-funded activities during PY2025. The activities reported a combined 6,247 activity-level beneficiaries through public services, public facility improvements, and ADA curb ramp improvements. This total should not be interpreted as an unduplicated count of individual residents because some beneficiaries may have participated in more than one CDBG-funded activity.

For the ADA Curb Ramp Improvement Project, the City completed 24 ADA-compliant curb ramps during PY2025. Because individual users of the curb ramps cannot reasonably be tracked, the City used HUD-provided Census Disability by Race and Ethnicity data to estimate that 4,911 persons with disabilities in Seaside benefit from improved pedestrian accessibility. The HUD data were also used to estimate the racial and ethnic composition of beneficiaries for this activity.

The City strives to ensure that CDBG-funded programs and activities are available to eligible residents without regard to race, ethnicity, sex, religion, disability, or other protected status.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public – federal (including program income and prior year resources)	\$466,548	\$424,371

Table 3 - Resources Made Available

Narrative

During PY2025, which began on July 1, 2025 and ended on June 30, 2026, the City of Seaside had \$466,548 in CDBG resources available. These resources consisted of \$304,867 in FY2025 entitlement grant funds, \$102,900 in program income, and \$58,781 in prior-year CDBG funds. During PY2025, the City expended \$424,371 in CDBG funds.

The City achieved a 100% low- and moderate-income benefit during PY2025. Public service expenditures represented 14.99% of the applicable public service cap, and planning and administration expenditures represented 13.42%, remaining within applicable CDBG limits.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100	100	During PY2025, the City utilized CDBG funds for eligible activities serving low- and moderate-income residents and populations throughout Seaside.

Table 4 – Identify the geographic distribution and location of investments

Narrative

CDBG funds expended during PY2025 supported activities benefiting low- and moderate-income residents and populations throughout the City of Seaside. Public service activities were available to eligible residents citywide, while public facility and infrastructure investments supported community facilities and accessibility improvements serving low- and moderate-income residents and persons with special needs.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any

publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The CDBG program does not require matching funds. Applicants for CDBG funding are required to demonstrate sufficient organizational and financial capacity to successfully carry out proposed activities. The City also continues to pursue and utilize federal, state, local, private, and other resources to complement CDBG-funded activities and address community development and housing needs.

During PY2025, the City utilized \$630,509 in State Permanent Local Housing Allocation (PLHA) funding to implement the City's Rental Assistance Program. This separate, non-CDBG resource provided rental and security deposit assistance to extremely low-income Seaside households and complemented the City's broader CDBG-supported housing stability, homelessness prevention, fair housing, and community service efforts.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting

these goals.

The City did not allocate PY2025 CDBG funds for direct affordable housing production, rental assistance, housing rehabilitation, or acquisition. Accordingly, the one-year CDBG goals and accomplishments reported in Tables 5 and 6 are zero. Limited CDBG resources, land availability, and infrastructure constraints, including water supply, continue to limit the City's ability to use CDBG funds for direct housing production. Instead, CDBG resources were prioritized for public services, public facilities and infrastructure, accessibility improvements, and program administration. The City continues to address affordable housing needs through implementation of its Housing Element and through other state, local, and private resources and partnerships. The City's subsequent FY2026-27 Annual Action Plan similarly recognizes these constraints and identifies no CDBG funding for housing rehabilitation.

Although no affordable housing units were produced with CDBG funds during PY2025, the City made substantial progress on affordable housing and housing supply initiatives through other programs and resources.

Housing Production and Affordable Units

During calendar year 2025, the City received 93 residential permit applications representing 94 units, issued 68 residential permits representing 70 units, and finalized 36 permits representing 134 completed housing units. These included 106 multifamily units, 21 ADUs, and seven single-family detached units. The City's 2025 Housing Element APR also reports that the sixth-cycle RHNA allocation is 616 units, consisting of 86 very-low-, 55 low-, 156 moderate-, and 319 above-moderate-income units.

A significant accomplishment was completion of the Sea Grove Apartments, for which the City issued final Certificates of Occupancy on July 22, 2025. The mixed-use development contains 106 residential units, including 16 units designated for low-income households.

The City also continued to advance the Parker Flats project. The Planning Commission approved 60 manufactured dwelling units in March 2025, and the City continued working with the applicant on an Affordable Housing Agreement that would designate nine units for low-income households.

Accessory Dwelling Units

The City continued to promote ADUs as a means of expanding the local housing supply and providing smaller housing options within existing neighborhoods. During 2025, 34 ADUs received building permits and 21 ADUs were completed. The City's Housing Element program establishes a goal of facilitating 112 ADUs during the eight-year Housing Element cycle. The City also allocated an additional two acre-feet of water for ADUs in March 2025 and continued updating its pre-approved ADU plans to reflect the 2025 Building Code. The City's ADU Guide identifies ADUs as an important tool for creating additional and potentially more affordable housing opportunities.

Rental Assistance and Housing Stability

Separate from the CDBG program, the City implemented its PLHA-funded Rental Assistance Program during PY2025, providing rental and security deposit assistance to 64 extremely low-income Seaside households. Because this assistance was not funded with CDBG, households assisted through the program are not included as CDBG accomplishments in Table 6.

Affordable Housing Development and Partnerships

The City continued to support the Seaside Housing Collaborative as a vehicle for expanding affordable housing opportunities. During 2025, City staff held regular Collaborative Board meetings, evaluated City-owned parcels for potential affordable housing development, narrowed its review to two viable sites, and received three developer proposals for review.

The City also continued advancing larger housing initiatives, including Campus Town. The Campus Town development broke ground in April 2025. In May 2026, during PY2025, the City also celebrated the groundbreaking of the 21-unit GVT Apartments project at 1620 Broadway Avenue, which is intended to provide 21 very-low-income housing units as an affordable housing component of the broader Campus Town development.

Discuss how these outcomes will impact future annual action plans.

The need for housing affordable to extremely low-, very low-, and low-income households remains significant. The City will continue to implement its Housing Element, facilitate affordable and market-rate housing production, promote ADU development, pursue state and federal housing resources, and coordinate with the Seaside Housing Collaborative, affordable housing developers, nonprofit organizations, and regional partners.

Given the limited amount of CDBG funding available and competing needs for public services, accessibility improvements, and public facilities, direct CDBG investment in housing may remain limited. The City will continue to evaluate opportunities to leverage non-CDBG resources for affordable housing production, rental assistance, homebuyer assistance, and other housing programs while considering future CDBG investments consistent with the priorities of the 2025–2029 Consolidated Plan.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 7 – Number of Households Served

Narrative Information

The City did not use CDBG funds for direct housing assistance during PY2025 and is not a HOME participating jurisdiction. Therefore, no CDBG- or HOME-assisted households are reported in Table 7. CDBG-funded public service activities primarily benefited low- and moderate-income persons but are reported elsewhere in the CAPER under the applicable public service accomplishments rather than as direct housing assistance.

DRAFT

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Seaside continues to address homelessness through a coordinated approach involving the City's Homeless Commission, Monterey County, the Monterey/San Benito Continuum of Care (CoC), the Coalition of Homeless Services Providers (CHSP), nonprofit service providers, and other community partners.

The Homeless Commission plays an important role in planning, advocacy, funding, and collaboration on issues affecting persons experiencing homelessness and other vulnerable residents. During PY2025, the Commission continued implementing its work plan through funding initiatives, community partnerships, service-provider engagement, and programs addressing homelessness and related community needs. Funding priorities included food insecurity, holiday assistance, youth-focused programs, outreach, and other supportive needs. During the year, the Commission approved \$5,000 for holiday assistance to community organizations and an additional \$5,000 for youth-focused programs and services, including programs serving homeless and at-risk youth.

The City also continued to provide information and referrals to available homeless and supportive-service resources, including emergency shelter, food assistance, case management, behavioral and physical health services, veteran services, safe parking, rental assistance, and other community resources.

According to the 2024 Point-in-Time Count cited in the City's 2025–2029 Consolidated Plan, approximately 219 persons were experiencing homelessness in Seaside, an increase of approximately 44% from 2022, with approximately 64% unsheltered. These conditions reinforce the need for continued outreach, service coordination, and regional partnerships.

Addressing the emergency shelter and transitional housing needs of homeless persons

During PY2025, the City continued to support emergency shelter and case management services through its partnership with Gathering for Women – Monterey and Casa de Noche Buena, a low-barrier emergency shelter serving women and families experiencing homelessness.

CDBG funding supported case management and housing navigation services at Casa de Noche Buena. During PY2025, the program provided 176 case management sessions to 25 unduplicated persons experiencing homelessness, helping participants access housing resources and supportive services intended to improve housing stability and support transitions from homelessness.

The City also continued coordinating with regional shelter and service providers, including Community Human Services, I-HELP, Gathering for Women, Veterans Transition Center, and other community organizations.

The Homeless Commission further addressed basic needs through its Food Insecurity Program. During PY2025, the Commission developed and approved a Request for Proposals process making up to \$15,000 available to nonprofit and charitable organizations providing food assistance to low-income and unhoused individuals and families in Seaside. A subcommittee supported the solicitation and review process, and funded organizations were required to report on the use and impact of awarded funds.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

During PY2025, the City continued homelessness-prevention and housing-stability efforts through coordination with public agencies and nonprofit service providers. Residents were connected to resources including rental and utility assistance, County benefits, food assistance, legal and fair housing services, behavioral and physical health services, and other supportive programs.

CDBG-funded public services complemented these efforts. ECHO Housing provided fair housing counseling, tenant-landlord mediation, and other housing-related assistance, while Legal Services for Seniors provided legal assistance addressing landlord-tenant, public benefits, and other matters affecting housing stability. Other CDBG-funded programs provided food, case management, and supportive services to vulnerable residents.

In addition, the City implemented its PLHA-funded Rental Assistance Program during PY2025, providing rental and security-deposit assistance to 64 extremely low-income Seaside households, including families with children, seniors, persons with disabilities, and other households facing housing instability. Six households were rapidly rehoused. Although not CDBG-funded, the program complemented the City's CDBG homelessness-prevention and housing-stability objectives.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

During PY2025, the City continued to support referrals and linkages to regional housing, shelter, and supportive-service programs designed to help persons experiencing homelessness transition toward stable and permanent housing.

CDBG-funded case management and housing navigation services at Casa de Noche Buena helped participants identify housing opportunities, access supportive resources, and develop individualized plans toward housing stability. The City also continued coordinating with the Monterey/San Benito Continuum of Care, CHSP, Monterey County, and community organizations to strengthen connections among outreach, emergency shelter, case management, supportive services, and permanent housing resources.

The City's broader homelessness strategy emphasizes regional coordination and partnerships. The Homeless Commission continued to monitor local needs, identify funding and partnership opportunities, and support programs addressing homelessness and housing instability. The City will continue collaborating with regional and community partners to strengthen outreach, expand access to supportive services, facilitate transitions to permanent housing, and prevent homelessness among households at risk.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Seaside does not own or operate public housing and does not currently plan to construct or operate public housing. The Housing Authority of the County of Monterey (HACM) is the primary public agency administering federally assisted housing programs in Seaside, including the Housing Choice Voucher Program. Other nonprofit and private affordable housing providers also operate subsidized housing within the City.

The City continues to coordinate with HACM and other housing partners and refers residents to available rental assistance, affordable housing, and supportive service resources. These programs complement the City's efforts to increase affordable housing opportunities and address the housing needs of extremely low- and low-income households.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Because the City does not own or operate public housing, resident participation and self-sufficiency programs are primarily administered by HACM. HACM provides programs and services intended to promote economic independence and self-sufficiency among assisted households, including the Family Self-Sufficiency (FSS) Program. The City supports these efforts through coordination with HACM and other regional housing and social service providers.

Actions taken to provide assistance to troubled PHAs

HUD has not designated the Housing Authority of the County of Monterey (HACM) as a troubled Public Housing Authority.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

During PY2025, the City continued implementing its 2023–2031 Housing Element and related programs to reduce governmental and regulatory constraints to housing production. Actions included facilitating higher-density and infill residential development, implementing objective development standards and State-mandated streamlining provisions, applying density bonus and inclusionary housing requirements, and promoting accessory dwelling units (ADUs).

The City continued to encourage ADU production through streamlined permitting, reduced or eliminated fees, pre-approved plans, and dedicated water allocations. During 2025, the City issued permits for 34 ADUs and completed 21 ADUs. The City also continued facilitating affordable and mixed-income housing development, including Sea Grove Apartments, which was completed with 106 residential units, including 16 deed-restricted low-income units, and continued efforts to advance other affordable housing opportunities.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

During PY2025, the City used CDBG and other available resources to address the needs of low- and moderate-income residents and underserved populations. CDBG investments supported public services for seniors, youth, persons experiencing homelessness, and residents needing fair housing and legal assistance, as well as public facility and accessibility improvements.

The City also leveraged non-CDBG resources to address housing instability. Through its State Permanent Local Housing Allocation (PLHA)-funded Rental Assistance Program, the City provided rental and security deposit assistance to 64 extremely low-income Seaside households, helping prevent displacement and homelessness and supporting housing stability.

The City continued to address limited funding and other obstacles by pursuing additional federal, State, local, and private resources; coordinating with regional agencies and nonprofit organizations; providing technical assistance to CDBG subrecipients; and monitoring funded activities to promote effective and timely use of available resources.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City did not undertake CDBG-funded residential rehabilitation activities during PY2025 that required lead-based paint clearance. When applicable, the City complies with federal and State lead-based paint

requirements and utilizes qualified professionals to perform lead hazard evaluation and mitigation.

The City also makes educational information regarding lead-based paint hazards available to residents, including the U.S. Environmental Protection Agency's Protect Your Family from Lead in Your Home publication.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During PY2025, the City funded programs that addressed food insecurity, housing instability, homelessness, educational needs, access to legal assistance, and other conditions affecting low-income households. CDBG-funded public service accomplishments included:

- Girls Inc. of the Central Coast: 78 youth received empowerment, prevention, leadership, and educational services.
- Greater Victory Temple: 74 low- and moderate-income youth received after-school academic assistance, enrichment activities, meals, and supportive services.
- Legal Services for Seniors: 80 seniors received free legal assistance addressing housing, public benefits, consumer protection, and other needs.
- Meals on Wheels of the Monterey Peninsula: 335 low-income homebound seniors and other eligible residents received nutritious home-delivered meals and supportive services.
- ECHO Housing: 42 households received fair housing, tenant-landlord counseling, mediation, and related housing services.
- Gathering for Women – Casa de Noche Buena: 25 persons experiencing homelessness received case management and housing navigation services.

Collectively, these six CDBG-funded public service activities served 634 persons during PY2025. The City's PLHA-funded Rental Assistance Program further complemented these efforts by assisting 64 extremely low-income households with rental and/or security deposit assistance.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

During PY2025, City staff continued strengthening the administration and delivery of housing and community development programs through coordination with City departments, advisory bodies, nonprofit organizations, regional agencies, and CDBG subrecipients.

Staff provided ongoing technical assistance to CDBG subrecipients regarding federal grant requirements, financial management, procurement, environmental review, labor standards, reporting, and program compliance. The City also continued to participate with neighboring jurisdictions and regional partners in sharing information, resources, training opportunities, and best practices related to CDBG, affordable housing, homelessness, and community development.

The City's Homeless Commission, Seaside Housing Collaborative, and other advisory bodies also provided opportunities for community participation, interagency coordination, and development of

programs addressing housing and community development needs.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City continued to coordinate with public, nonprofit, and private partners involved in housing, homelessness, and supportive services. Key partners include the Housing Authority of the County of Monterey, Monterey/San Benito Continuum of Care, Coalition of Homeless Services Providers, Seaside Housing Collaborative, CDBG subrecipients, nonprofit housing and service organizations, and private housing developers.

Coordination occurred through CDBG administration, Housing Element implementation, the Homeless Commission and other advisory bodies, housing development review, rental assistance, homelessness prevention, and referrals to regional housing and supportive-service programs. These partnerships allow the City to leverage limited CDBG resources and improve connections among affordable housing, homelessness services, social services, and community development activities.

The City also continued monitoring outstanding CDBG-funded housing rehabilitation loans issued in prior years for compliance with applicable program requirements.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City's fair housing planning efforts have identified access to affordable housing and awareness of fair housing rights and services as significant barriers to fair housing choice. During PY2025, the City continued implementing actions to address these barriers.

The City provided CDBG funding to the Eden Council for Hope and Opportunity (ECHO) to provide fair housing education, counseling, investigation, mediation, and tenant-landlord services. During PY2025, ECHO assisted 42 households and conducted systemic fair housing testing at five sites. Approximately 95% of beneficiaries were low- and moderate-income.

The City also continued to:

- Make fair housing information and resources available to residents;
- Promote fair housing awareness through City housing programs and referrals;
- Review land use and zoning regulations for consistency with State and federal fair housing requirements;
- Coordinate with the Housing Authority of the County of Monterey and other housing providers to improve access to housing resources for low-income and special-needs households;
- Facilitate affordable and higher-density housing opportunities through implementation of the Housing Element, inclusionary housing requirements, density incentives, ADU programs, and

- regulatory streamlining; and
- Coordinate housing, transportation, homelessness, and supportive-service programs with regional agencies and community partners.

Through these activities, the City continued working to expand housing opportunities, increase awareness and enforcement of fair housing protections, and reduce barriers affecting low- and moderate-income and special-needs households.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City monitors CDBG-funded activities through review of quarterly performance and expenditure reports, reimbursement documentation, beneficiary data, and progress toward established performance goals. Subrecipients are required to maintain documentation demonstrating program eligibility, national objective compliance, beneficiaries served, expenditures, and accomplishments. Technical assistance is provided throughout the program year as needed. The City also reconciles CDBG expenditures with IDIS and City financial records.

The City follows applicable federal procurement requirements and monitors Section 3 and MBE/WBE participation, as applicable, for federally funded contracts. The City also participates in regional fair housing and planning efforts with other jurisdictions and organizations serving Monterey County.

During PY2025, the City, with assistance from Michael Baker International, conducted remote monitoring of CDBG-funded activities covering FY2024-25 and FY2025-26. The monitoring process included entrance meetings, completion and review of CDBG monitoring checklists and supporting documentation, follow-up as necessary, exit meetings, and issuance of final monitoring letters.

For public service activities, program and financial records were reviewed to verify compliance with program requirements, documentation of beneficiary eligibility, and appropriate use of CDBG funds. For public facility and infrastructure activities, the review included construction, procurement, financial records, contract administration, labor standards compliance, payment records, and supporting documentation.

The monitoring reviews resulted in no findings or concerns. The City will continue to monitor subrecipients and CDBG-funded activities, provide technical assistance as needed, and address any compliance issues identified through its ongoing monitoring process.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The PY 2025 CAPER was made available for a 15-day public review and comment period from September 1 through September 16, 2026. The Draft CAPER was posted on the City's CDBG webpage and made available at the following locations:

- Seaside City Hall, 440 Harcourt Avenue
- Seaside Public Library, 550 Harcourt Avenue
- Seaside Fire Station, 1635 Broadway Avenue
- Oldemeyer Community Center, 986 Hilby Avenue

A notice of the public review period and public hearing was published in the Monterey County Weekly in both English and Spanish. The City also distributed notice to its public contact and nonprofit agency email lists developed through the Consolidated Plan process.

The Seaside City Council is scheduled to hold a public hearing on September 17, 2026, to receive comments on the CAPER. Public comments received during the review period and public hearing will be summarized in the final CAPER

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

PY2025 was the first year of the City's 2025–2029 Consolidated Plan. The City continued to focus CDBG resources on the priority needs identified in the Consolidated Plan, including access to community and social services, quality public facilities and infrastructure, accessibility for persons with disabilities, and effective program administration.

No significant changes were made to the City's overall CDBG program objectives during PY2025. The City continued to evaluate project performance, provide technical assistance to subrecipients, and adjust activities as necessary to ensure the timely and effective use of CDBG funds. The City will use its PY2025 experience to continue improving program administration, monitoring, project implementation, and coordination with subrecipients in future program years.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2025
SEASIDE , CA

DATE: 09-05-26
TIME: 13:10
PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	171,404.64
02 ENTITLEMENT GRANT	304,867.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	256,750.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	733,021.64

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	348,987.00
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	348,987.00
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	75,384.00
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	424,371.00
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	308,650.64

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	348,987.00
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	348,987.00
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	61,140.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	61,140.00
32 ENTITLEMENT GRANT	304,867.00
33 PRIOR YEAR PROGRAM INCOME	102,900.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	407,767.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	14.99%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	75,384.00
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	75,384.00
42 ENTITLEMENT GRANT	304,867.00
43 CURRENT YEAR PROGRAM INCOME	256,750.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	561,617.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	13.42%



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2025
SEASIDE , CA

DATE: 09-05-26
TIME: 13:10
PAGE: 2

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2025	1	1409	7181982	2025 Boys and Girls Club Facility Improvements	03D	LMC	\$50,000.00
					03D	Matrix Code	\$50,000.00
2025	3	1408	7181982	2025 Seaside ADA Curb Ramp Improvement Project	03L	LMC	\$237,847.00
					03L	Matrix Code	\$237,847.00
2025	4	1410	7116846	2025 Meals on Wheels of Monterey Peninsula	05A	LMC	\$5,096.50
2025	4	1410	7181982	2025 Meals on Wheels of Monterey Peninsula	05A	LMC	\$5,093.50
2025	4	1411	7116846	2025 Legal Services for Seniors	05A	LMC	\$5,095.00
2025	4	1411	7181982	2025 Legal Services for Seniors	05A	LMC	\$5,095.00
					05A	Matrix Code	\$20,380.00
2025	4	1412	7116846	2025 Greater Victory Temple	05D	LMC	\$10,190.00
2025	4	1413	7116846	2025 Girls Inc of the Central Coast	05D	LMC	\$2,745.00
2025	4	1413	7181982	2025 Girls Inc of the Central Coast	05D	LMC	\$7,445.00
					05D	Matrix Code	\$20,380.00
2025	4	1414	7116846	2025 Eden Council for Hope and Opportunity (ECHO)	05J	LMC	\$4,929.31
2025	4	1414	7181982	2025 Eden Council for Hope and Opportunity (ECHO)	05J	LMC	\$5,260.69
					05J	Matrix Code	\$10,190.00
2025	4	1415	7116846	2025 Gathering for Women - Monterey	05X	LMC	\$5,962.64
2025	4	1415	7181982	2025 Gathering for Women - Monterey	05X	LMC	\$4,227.36
					05X	Matrix Code	\$10,190.00
Total							\$348,987.00

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2025	4	1410	7116846	No	2025 Meals on Wheels of Monterey Peninsula	B25MC060006	EN	05A	LMC	\$5,096.50
2025	4	1410	7181982	No	2025 Meals on Wheels of Monterey Peninsula	B25MC060006	PI	05A	LMC	\$5,093.50
2025	4	1411	7116846	No	2025 Legal Services for Seniors	B25MC060006	EN	05A	LMC	\$5,095.00
2025	4	1411	7181982	No	2025 Legal Services for Seniors	B25MC060006	PI	05A	LMC	\$5,095.00
								05A	Matrix Code	\$20,380.00
2025	4	1412	7116846	No	2025 Greater Victory Temple	B25MC060006	EN	05D	LMC	\$10,190.00
2025	4	1413	7116846	No	2025 Girls Inc of the Central Coast	B25MC060006	EN	05D	LMC	\$2,745.00
2025	4	1413	7181982	No	2025 Girls Inc of the Central Coast	B25MC060006	PI	05D	LMC	\$7,445.00
								05D	Matrix Code	\$20,380.00
2025	4	1414	7116846	No	2025 Eden Council for Hope and Opportunity (ECHO)	B25MC060006	EN	05J	LMC	\$4,929.31
2025	4	1414	7181982	No	2025 Eden Council for Hope and Opportunity (ECHO)	B25MC060006	PI	05J	LMC	\$5,260.69
								05J	Matrix Code	\$10,190.00
2025	4	1415	7116846	No	2025 Gathering for Women - Monterey	B25MC060006	EN	05X	LMC	\$5,962.64
2025	4	1415	7181982	No	2025 Gathering for Women - Monterey	B25MC060006	PI	05X	LMC	\$4,227.36
								05X	Matrix Code	\$10,190.00
				No	Activity to prevent, prepare for, and respond to Coronavirus					\$61,140.00
Total										\$61,140.00

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2025
SEASIDE , CA

DATE: 09-05-26
TIME: 13:10
PAGE: 3

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2025	5	1407	7116846	2025 CDBG Planning and Administration	21A		\$22,779.43
2025	5	1407	7181982	2025 CDBG Planning and Administration	21A		\$52,604.57
Total					21A	Matrix Code	\$75,384.00



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 3

PGM Year: 2025
Project: 0005 - General Administration of Seaside CDBG Program
IDIS Activity: 1407 - 2025 CDBG Planning and Administration

Status: Completed 6/30/2026 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A) **National Objective:**

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/15/2025

Description:
2025 CDBG Planning and Administration

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC060006	\$22,779.43	\$22,779.43	\$22,779.43
	PI			\$52,604.57	\$52,604.57	\$52,604.57
Total	Total			\$75,384.00	\$75,384.00	\$75,384.00

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 4

Female-headed Households:

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 5

PGM Year: 2025
Project: 0003 - ADA Curb Ramp
IDIS Activity: 1408 - 2025 Seaside ADA Curb Ramp Improvement Project

Status: Open
Location: Fremont Blvd Kimball Ave Ord Grove Ave Seaside, CA 93955
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/15/2025

Description:

The purpose of the Proposed Project is to improve existing sidewalks with curb ramps in order to create safer, barrier-free access to sidewalks and streets for the disabled and elderly community. In compliance with the requirements of the latest Caltrans Standard Plan A88A Curb Ramp Details (A88A standards), the Proposed Project would provide access for disabled persons and the elderly from the sidewalk level to the street level at the various locations in the City of Seaside (City).

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060006	\$9,723.42	\$9,723.42	\$9,723.42
		2020	B20MC060006	\$22,259.48	\$22,259.48	\$22,259.48
		2023	B23MC060006	\$6,029.93	\$6,029.93	\$6,029.93
		2024	B24MC060006	\$74,963.29	\$72,810.29	\$72,810.29
	PI			\$127,023.88	\$127,023.88	\$127,023.88
Total	Total			\$240,000.00	\$237,847.00	\$237,847.00

Proposed Accomplishments

Public Facilities : 22

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	2,043	0
Black/African American:	0	0	0	0	0	0	984	0
Asian:	0	0	0	0	0	0	641	0
American Indian/Alaskan Native:	0	0	0	0	0	0	106	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	28	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 6

American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1,199	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	4,911	0

Female-headed Households:	0	0	0
---------------------------	---	---	---

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	4,911
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	4,911
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	The City of Seaside completed the ADA Curb Ramp Improvement Project during PY2025. The City's Public Works Department replaced 24 nonc ramps with ADA-compliant ramps throughout Seaside, exceeding the annual goal of 22 ramps. The improvements enhanced pedestrian accessil and safety for persons with disabilities and other pedestrians. Because individual users of the curb ramps cannot reasonably be tracked, the City used HUD-provided Census Disability by Race and Ethnicity (the beneficiaries of the citywide accessibility improvements. Based on these data, approximately 4,911 persons with disabilities in Seaside are estimated to bene-fit, including 2,043 White, 894 Black/African American, 106 American Indian/Alaska Native, 641 Asian, 28 Native Hawaiian/Other Pacific Islander, and 1,199 per-sons of another race. Of the 4,911 estimated beneficiaries, 1,409 are Hispanic/Latino and 3,502 are not Hispanic/Latino.	



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 7

PGM Year: 2025
Project: 0001 - Boys and Girls Club Facility Improvements
IDIS Activity: 1409 - 2025 Boys and Girls Club Facility Improvements

Status: Completed 6/30/2026 12:00:00 AM

Location: 1332 La Salle Ave Seaside, CA 93955-3219

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Youth Centers (03D)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/15/2025

Description:

The FY25-26 parking lot improvements project is designed to support the growing demand for access to the clubhouse and Cutino park by vehicles, bicycles, and pedestrians. The primary focus will be on upgrading the existing club parking lot, which measures approximately 22,500 square feet (75 x 300 feet) and currently contains 40 standard parking spaces along with two larger ADA-accessible spaces. The existing parking configuration includes spaces that are not uniform in size, and the asphalt pavement has widespread cracking that needs to be addressed through resurfacing and re-striping to improve both safety and usability. In addition to the parking lot work, a damaged 25 x 25-foot section of the adjacent concrete walkway will be replaced to enhance pedestrian access and comply with accessibility standards. A new bicycle rack with secure locking mechanisms will also be installed to encourage alternative transportation and better serve the needs of cyclists visiting the park and clubhouse facilities.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	PI			\$50,000.00	\$50,000.00	\$50,000.00
Total	Total			\$50,000.00	\$50,000.00	\$50,000.00

Proposed Accomplishments

Public Facilities : 375

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	559	519
Black/African American:	0	0	0	0	0	0	37	2
Asian:	0	0	0	0	0	0	15	2
American Indian/Alaskan Native:	0	0	0	0	0	0	2	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 8

American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	89	2
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	702	525
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	87
Low Mod	0	0	0	213
Moderate	0	0	0	362
Non Low Moderate	0	0	0	40
Total	0	0	0	702
Percent Low/Mod				94.3%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	CDBG funding supported facility improvements at the Boys & Girls Clubs of Monterey County's Seaside Clubhouse, benefiting 702 Seaside youth, exceeding the annual beneficiary goal of 475 by 147%. Improvements included repairing and sealing deteriorated parking lot pavement, restriping parking spaces to provide safer and more uniform access, replacing damaged sidewalks and pathways to eliminate trip hazards, and installing new bicycle racks. Of the 702 beneficiaries, 662 (94%) were low- and moderate-income, including 87 extremely low-income, 213 very low-income, and 362 low-income youth. The improvements enhanced the safety, accessibility, functionality, and longevity of the facility while supporting continued access to youth development and recreational programs for Seaside youth and families.	



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 9

PGM Year: 2025
Project: 0004 - Public Services
IDIS Activity: 1410 - 2025 Meals on Wheels of Monterey Peninsula

Status: Completed 6/30/2026 12:00:00 AM

Location: 700 Jewell Ave Pacific Grove, CA 93950-2519

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Senior Services (05A)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/15/2025

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060006	\$5,096.50	\$5,096.50	\$5,096.50
	PI			\$5,093.50	\$5,093.50	\$5,093.50
Total	Total			\$10,190.00	\$10,190.00	\$10,190.00

Proposed Accomplishments

People (General) : 201

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	171	24
Black/African American:	0	0	0	0	0	0	58	0
Asian:	0	0	0	0	0	0	52	0
American Indian/Alaskan Native:	0	0	0	0	0	0	6	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	12	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	16	0
Asian White:	0	0	0	0	0	0	2	0
Black/African American & White:	0	0	0	0	0	0	6	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	8	0
Other multi-racial:	0	0	0	0	0	0	4	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	335	24



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 10

Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	335
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	335
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	CDBG funding supported Meals on Wheels of the Monterey Peninsula in providing home-delivered meals and supportive services to homebound older adults in the City of Seaside. During the program year, the program served 335 unduplicated residents, exceeding the annual beneficiary goal by 166%, and delivered three nutritious meals per day, surpassing the annual service goal by 600%. All beneficiaries were Very Low-Income older adults, with 197 individuals gaining new access to essential nutrition services. In addition to meal delivery, participants received regular wellness checks and referrals to supportive services, helping reduce food insecurity, promote independent living, and enable vulnerable residents to remain safely in their homes and connected to their community.	



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 11

PGM Year:	2025		
Project:	0004 - Public Services		
IDIS Activity:	1411 - 2025 Legal Services for Seniors		
Status:	Completed 6/30/2026 12:00:00 AM	Objective:	Create suitable living environments
Location:	11 Thomas Owens Way Ste 101 Monterey, CA 93940-5816	Outcome:	Availability/accessibility
		Matrix Code:	Senior Services (05A)
		National Objective:	LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/15/2025

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060006	\$5,095.00	\$5,095.00	\$5,095.00
	PI			\$5,095.00	\$5,095.00	\$5,095.00
Total	Total			\$10,190.00	\$10,190.00	\$10,190.00

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	40	7
Black/African American:	0	0	0	0	0	0	8	0
Asian:	0	0	0	0	0	0	20	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	12	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	80	7



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 12

Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	60
Moderate	0	0	0	10
Non Low Moderate	0	0	0	10
Total	0	0	0	80
Percent Low/Mod				87.5%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	CDBG funding supported Legal Services for Seniors in providing free legal assistance and community education to older adults in the City of Seaside. During the program year, the project provided direct legal representation to 80 seniors and conducted two educational workshops, successfully meeting all annual performance goals. Eighty unduplicated seniors received services, including 75% who were low-income and 87.5% who were low- and moderate-income, with all participants gaining new access to critical legal services. Assistance addressed housing stability, landlord-tenant disputes, elder abuse, public benefits, consumer protection, and other legal issues affecting seniors, helping older adults maintain stable housing, protect their financial security, and remain safely and independently in their communities.	



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 13

PGM Year: 2025
Project: 0004 - Public Services
IDIS Activity: 1412 - 2025 Greater Victory Temple
Status: Completed 6/30/2026 12:00:00 AM
Location: 1620 Broadway Ave Seaside, CA 93955-5121
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Youth Services (05D)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/15/2025

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060006	\$10,190.00	\$10,190.00	\$10,190.00
Total	Total			\$10,190.00	\$10,190.00	\$10,190.00

Proposed Accomplishments

People (General) : 65

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	66	58
Black/African American:	0	0	0	0	0	0	8	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	74	58



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 14

Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	39
Low Mod	0	0	0	35
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	74
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	CDBG funding supported the Greater Victory Temple Afternoon Community Support Program, providing a safe, structured after-school environment for youth in the City of Seaside. During the program year, the program served 74 unduplicated students, exceeding the annual beneficiary goal by 114%. All participants were from low- and moderate-income households, including 53% who were Extremely Low-Income and 47% who were Very Low-Income. Students received homework assistance, tutoring, literacy support, STEM and arts enrichment, social-emotional learning, physical recreation, and nutritious meals and snacks. Through consistent academic support, mentorship, and enrichment activities, the program strengthened students' academic performance, confidence, positive peer relationships, and overall well-being while providing a safe and supportive environment during critical after-school hours.	



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 15

PGM Year: 2025
Project: 0004 - Public Services
IDIS Activity: 1413 - 2025 Girls Inc of the Central Coast
Status: Completed 6/30/2026 12:00:00 AM
Location: 318 Cayuga St Ste 206 Salinas, CA 93901-2668
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Youth Services (05D)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/15/2025

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060006	\$2,745.00	\$2,745.00	\$2,745.00
	PI			\$7,445.00	\$7,445.00	\$7,445.00
Total	Total			\$10,190.00	\$10,190.00	\$10,190.00

Proposed Accomplishments

People (General) : 64

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	78	78
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	78	78



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 16

Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	30
Moderate	0	0	0	33
Non Low Moderate	0	0	0	15
Total	0	0	0	78
Percent Low/Mod				80.8%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	CDBG funding supported after-school youth development, health education, leadership, and parent engagement programs for girls in the City of Seaside. During the program year, the project served 78 unduplicated participants, exceeding the annual beneficiary goal by 121%. The program successfully delivered 30 Will Power/Won't Power sessions, 12 Friendly PEERSuasion Phase I sessions, 16 Friendly PEERSuasion Phase II sessions, and 20 Growing Together sessions, meeting or exceeding nearly all annual performance objectives. Approximately 81% of participants were low- and moderate-income, and all beneficiaries gained new access to youth development and prevention services. Through evidence-based workshops, participants strengthened communication, leadership, decision-making, healthy relationship, and conflict resolution skills, while parents and daughters improved communication and confidence in discussing health, hygiene, and personal development.	



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 17

PGM Year: 2025
Project: 0004 - Public Services
IDIS Activity: 1414 - 2025 Eden Council for Hope and Opportunity (ECHO)

Status: Completed 6/30/2026 12:00:00 AM
Location: 300 Forest Ave Pacific Grove, CA 93950-3321

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Fair Housing Activities (if CDBG, then subject to 15% cap) (05J)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/15/2025

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060006	\$4,929.31	\$4,929.31	\$4,929.31
	PI			\$5,260.69	\$5,260.69	\$5,260.69
Total	Total			\$10,190.00	\$10,190.00	\$10,190.00

Proposed Accomplishments

People (General) : 40

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	35	21
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	4	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	42	21



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 18

Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	25
Low Mod	0	0	0	15
Moderate	0	0	0	0
Non Low Moderate	0	0	0	2
Total	0	0	0	42
Percent Low/Mod				95.2%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	CDBG funding supported fair housing education, counseling, investigation, mediation, and tenant/property owner services for City of Seaside residents. During the program year, 42 unduplicated households received assistance, exceeding the annual beneficiary goal by 105%. The project met or exceeded all program objectives, including providing 35 housing counseling services, 5 fair housing inquiries, 5 fair housing investigations, 5 systemic fair housing audits, and 10 successful tenant-landlord conciliations/mediations. Services helped residents understand and protect their fair housing rights, resolve housing disputes, prevent displacement, and improve access to safe and stable housing. The project also completed a five-site National Origin systemic fair housing audit, further advancing fair housing compliance and education throughout the community.	



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 19

PGM Year: 2025
Project: 0004 - Public Services
IDIS Activity: 1415 - 2025 Gathering for Women - Monterey
Status: Completed 6/30/2026 12:00:00 AM
Location: 1292 Olympia Ave Seaside, CA 93955-4933

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Housing Information and Referral Services (05X) **National Objective:** LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/15/2025

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2025	B25MC060006	\$5,962.64	\$5,962.64	\$5,962.64
	PI			\$4,227.36	\$4,227.36	\$4,227.36
Total	Total			\$10,190.00	\$10,190.00	\$10,190.00

Proposed Accomplishments

People (General) : 16

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	19	5
Black/African American:	0	0	0	0	0	0	1	0
Asian:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	3	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	25	5



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2025
SEASIDE

Date: 10-Sep-2026
Time: 13:17
Page: 20

Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	23
Low Mod	0	0	0	2
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	25
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2025	CDBG funding supported case management and housing navigation services for homeless single women residing at Casa de Noche Buena emergency shelter. During the program year, the project provided 176 case management sessions to 25 unduplicated persons, substantially exceeding the annual service goal. All beneficiaries were experiencing homelessness, and 90% were Extremely Low-Income (below 30% of Area Median Income), with the remaining participants qualifying as Very Low-Income. The agency successfully hired a new case manager during the program year, restoring full program capacity and strengthening service delivery. Through individualized case management and coordinated supportive services, participants improved access to housing resources and assistance aimed at achieving greater housing stability and permanent housing outcomes.	



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Beth Rocha, Senior Planner
Andrew Myrick, Housing & Planning Manager

DATE: September 17, 2026

SUBJECT: **AN APPEAL OF THE PLANNING COMMISSION'S APPROVAL OF ARCHITECTURAL REVIEW APPLICATION NO. AR-2026-002 AND MINOR USE PERMIT NO. MUP-2026-001 FOR A SECOND-STORY ADDITION TO AN EXISTING ONE-STORY SINGLE-FAMILY DWELLING, INCLUDING A 337 SQUARE FOOT DECK ABOVE A RELOCATED ZERO-LOT-LINE 391 SQUARE FOOT GARAGE AND A 234 SQUARE FOOT BALCONY, LOCATED IN THE SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT (RS-8) AT 1828 YOSEMITE STREET (APN 012-621-034).**

RECOMMENDATION

Adopt a resolution upholding the Planning Commission's approval of Architectural Review Application No. AR-2026-002 and Minor Use Permit No. MUP-2026-001.

BACKGROUND

The subject property, located at 1828 Yosemite Street between San Pablo and La Salle Avenues, is a 7,200-square-foot parcel developed with a 1,183-square-foot single-family dwelling and a 465-square-foot, nonconforming detached two-car garage. The garages serving 1828 Yosemite Street and the adjacent property at 1820 Yosemite Street are located within a shared structure, with a shared wall located approximately along the common property line.

A portion of the first-story area is proposed to be converted to an Accessory Dwelling Unit (ADU). Because ADUs are subject to ministerial review under State law, the ADU component is not part of the discretionary application before the Planning Commission or City Council.

The discretionary application consists of a Minor Use Permit and Architectural Review.

The Minor Use Permit is required to allow portions of the proposed second story to encroach up to five inches into the required five-foot side-yard setbacks, but no farther than the existing nonconforming setbacks of the dwelling. The proposed first-story additions and the portions of the second story located above those additions comply with the applicable setback requirements. Architectural Review is required for the proposed second-story addition, including the balcony and deck, to the existing one-story single-family dwelling. Staking and flagging identifying the proposed second-story addition were installed on the property prior to the Planning Commission hearings. Photographs of the staking and flagging are included as Attachment 3.

June 24, 2026 Planning Commission Hearing

The applicant proposed a 1,471-square-foot second-story addition to the existing single-family dwelling, including a 234-square-foot balcony and a 337-square-foot deck above the garage. The project also included approximately 389 square feet of additions to the first story, resulting in a total first-story area of approximately 1,572 square feet. On June 24, 2026, the Planning Commission conducted a public hearing on the applications, received a staff presentation, considered written and oral public comments, and deliberated on the project. Three written comments were received prior to the hearing. Comments were submitted by Erica Sabin, the owner of 1820 Yosemite Street; Kristin Setliff, the designer of Ms. Sabin's property; and Chris Kogan, an abutting property owner. Five members of the public also provided comments during the hearing, in addition to comments from the project architect.

Ms. Sabin raised concerns regarding the existing shared garage structure, including the absence of a firewall and structural agreement between the properties. She expressed a preference for separating the garages and raised concerns regarding potential homeowner's insurance implications associated with the garages remaining connected. Ms. Sabin also expressed concerns regarding privacy and potential views from the proposed deck toward her property, as well as the compatibility of the deck design with the surrounding neighborhood.

Following public testimony and Planning Commission deliberation, the Commission continued the item to July 8, 2026, to provide the applicant an opportunity to revise the plans in response to concerns raised during the hearing.

July 8, 2026 Planning Commission Hearing

On July 8, 2026, the Planning Commission considered revised plans for the project. The revisions included modifications to the garage configuration and the proposed deck. Specifically, the revised plans proposed:

1. To separate the garage serving 1828 Yosemite Street from the adjacent garage serving 1820 Yosemite Street and construct a new approximately 391-square-foot garage that would observe the required five-foot side-yard setback; and
2. Provide an approximately 337-square-foot second-story deck above the garage, measuring approximately 16 feet 5 inches in width and approximately 21 feet 5 inches/19 feet 9 inches in depth.

Two written comments were received prior to the July 8 hearing, including a comment from Ms. Sabin and a letter from Thomas Rettenwender, the project architect. During the hearing, Mr. Kogan again provided information regarding the City's historical view-protection policies. Ms. Sabin stated that progress had not been made toward a separation agreement between the owners concerning the shared garage structure. She also expressed concerns regarding the size of the proposed deck, noting that the revised deck was approximately 66 square feet larger than the deck previously considered by the Commission. Ms. Sabin further expressed concerns regarding the absence of a privacy screen and the potential for the deck to accommodate large gatherings. Ms. Matthews again spoke regarding the size of the proposed deck and suggested that it be reduced. Ms. Maciel responded that the residence is intended to serve as a multi-generational home for the family and stated that the family does not intend to host loud parties on the deck.

Following public testimony and deliberation, the Planning Commission approved the project by a 3-1 vote. The Planning Commission's decision initiated a seven-day appeal period, which expired on July 15, 2026, at 5:00 p.m.

An appeal of the Planning Commission's decision was subsequently filed. The appeal is before the City Council for consideration pursuant to the City's applicable appeal procedures.

APPEAL

On July 14, 2026, Erica Sabin, owner of the adjoining property at 1820 Yosemite Street, filed a timely appeal of the Planning Commission's decision. Ms. Sabin submitted written comments and provided testimony during both the June 24 and July 8, 2026 Planning Commission hearings. The appeal is included as Attachment 2.

The appeal includes the appellant's statement, supporting exhibits, and publicly available project documents, including public notices, agendas, staff reports, meeting minutes, and resolutions. The appellant requests that the City Council modify or impose additional requirements on the approved project. The appellant's requested actions are summarized below, followed by staff's response to each request.

1. Require garage separation be a condition of the permit approval.

Staff Response: This is already required in the proposed documents, since the approved project plans depict the garage serving 1828 Yosemite Street as separated from the adjacent garage at 1820 Yosemite Street. The approved discretionary plans establish the configuration of the project that must be reflected in subsequent building permit plans. Accordingly, any building permit plans must be consistent with the approved project, including the approved separation of the garages.

2. Require a formal separation agreement.

Staff Response: A private agreement between adjoining property owners concerning the separation, maintenance, access, or other private interests associated with the

shared garage structure is generally a private civil matter and is not a requirement of the City's Zoning Ordinance for the approved project. The City's discretionary land use review does not determine the respective property rights or obligations of the adjoining property owners. Any such agreement would be a private civil matter between the affected property owners unless it is discovered that compliance with City regulations is impossible without such an agreement.

3. Require a structural engineering analysis of the garage separation prior to final approval of the project.

Staff Response: Structural design and engineering requirements associated with construction of the new garage and separation of the existing garage structure will be reviewed as part of the City's building permit process. A Condition of Approval has been added to indicate that a property line survey and engineer-stamped plans will be required. The Building Division will review the construction documents for compliance with applicable provisions of the California Building Code and other applicable building and safety regulations. The discretionary land use approval does not replace or supersede the City's separate building permit and inspection requirements.

4. Require the garage separation be done consistent with structural engineering reports and Building Code requirements for a party wall, including removal of the existing connected wall and reconstruction of the replacement wall so my garage remains enclosed and stable post construction.

Staff Response: The manner in which the existing garage connection is removed and the replacement wall is designed and constructed is a building and structural matter. The Building Division will review the construction documents submitted with the building permit application for compliance with the California Building Code and any applicable engineering requirements. A Condition of Approval has been added to indicate that both a property survey and Engineer-stamped plans will be required. Construction will also be subject to required inspections. Building permit approval and final inspection will require compliance with applicable building and safety regulations.

5. Require that the Owner be responsible for all costs of removing the existing connected garage wall and constructing the replacement wall so my garage remains enclosed and stable post construction.

Staff Response: Allocation of construction costs between neighboring property owners is a civil matter and is outside the scope of the City's land use authority. The City's review is limited to determining compliance with applicable zoning, building regulations, and to verify the contractor's insurance policy prior to the issuance of the building permit. The City will verify that the work described in the plans provided will not result in any non-compliant structures, including the remaining portion of the shared garage.

6. Require that the Owner assures he covers the cost of any damage to my garage during construction.

Staff Response: Potential liability for construction-related damages is governed by applicable civil law and is outside the City's authority through the discretionary permit process. Such matters are not appropriately addressed through conditions of approval.

7. Require the large 337square foot deck be scaled back to match the existing balconies that fit the design of the elevated railed decks in the vicinity.

Staff Response: The Zoning Code does not establish a maximum area for an uncovered residential deck of this type. The proposed deck was evaluated as part of the Architectural Review application, including its relationship to the existing dwelling and surrounding development. Staff determined that the project complies with the applicable development standards, and the Planning Commission approved the Architectural Review application after considering the project's design and compatibility with the surrounding neighborhood.

8. Regardless of the size of the deck, if a deck is approved, and it violates my privacy, require the Owner to construct a 6 ft. tall privacy screen along the southern boundary of the deck to protect my privacy.

Staff Response: The Planning Commission did not impose a privacy-screen requirement as part of its approval. The Zoning Code does not otherwise require a six-foot privacy screen for the proposed deck based solely on its location or configuration.

RECOMMENDATION

Staff recommends that the City Council receive the staff report, consider the appeal and all public testimony, determine whether any modifications to the conditions of approval are appropriate, and adopt a resolution upholding the Planning Commission's approval of Architectural Review Application No. AR-2026-002 and Minor Use Permit No. MUP-2026-001.

FISCAL IMPACT

None.

STRATEGIC PRIORITY

Not Applicable

ATTACHMENTS

1. Attachment 1: Resolution
2. Attachment 2: Appeal
3. Attachment 3: Staking and Flagging Photos
4. Attachment 4: Plans

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

RESOLUTION NO. 26-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING ARCHITECTURAL REVIEW APPLICATION NO. AR-2026-002 FOR A SECOND-STORY ADDITION, INCLUDING A BALCONY AND DECK, TO AN EXISTING ONE-STORY DWELLING AND MINOR USE PERMIT NO. MUP-2026-001 FOR THE PROPOSED SECOND STORY TO ENCROACH INTO THE REQUIRED SIDE SETBACK NO FURTHER THAN THE EXISTING NONCONFORMING SETBACK AT 1828 YOSEMITE STREET (APN: 012-621-034) IN THE SINGLE-FAMILY RESIDENTIAL (RS-8) ZONING DISTRICT.

WHEREAS, Peter Maciel, Property Owner, and Thomas Rettenwender, Applicant, applied for Architectural Review Application No. AR-2026-002 and for Minor Use Permit Application No. MUP-2026-001; and

WHEREAS, the Planning Commission considered oral comments and written information concerning Architectural Review Application No. AR-2026-002 and Minor Use Permit Application No. MUP-2026-001 at a duly noticed public hearing that the Planning Commission held on June 24, 2026; and

WHEREAS, the Planning Commission unanimously voted to continue the project to July 8, 2026 to provide an opportunity for the property owner and/or applicant to modify the proposed plans in response to public comments received on the applications; and

WHEREAS, on July 8, 2026, the Planning Commission voted to approve AR-2026-002 and MUP-2026-001, as revised; and

WHEREAS, on July 14, 2026, an appeal of the Planning Commission's decision was timely filed with the City pursuant to the applicable provisions of Chapter 17.76 of the Seaside Municipal Code (SMC); and

WHEREAS, the City Council conducted a duly noticed public hearing on September 17, 2026 to consider the appeal and the Planning Commission's approval of Architectural Review Application No. AR-2026-002 and Minor Use Permit Application No. MUP-2026-001, and considered the staff report, Planning Commission record, appeal materials, project plans, applicable City regulations and policies, and testimony received from the applicant, appellant, and members of the public; and

WHEREAS, the City Council has independently considered the evidence in the administrative record and finds that the Project, subject to the Conditions of Approval set forth herein, satisfies the applicable requirements of the SMC, is consistent with the General Plan, and is compatible with existing and planned development in the surrounding neighborhood; and

WHEREAS, the City Council finds that the proposed second-story addition, including the continuation of the existing nonconforming setbacks, will not be detrimental to the public interest, health, safety, convenience, or welfare, nor materially injurious to persons, property, or improvements in the vicinity or zoning district; and

WHEREAS, based on the foregoing, the City Council desires to approve Architectural Review Application No. AR-2026-002 and Minor Use Permit Application No. MUP-2026-001, subject to the Conditions of Approval set forth herein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby approves Architectural Review Application No. AR-2026-002 and Minor Use Permit Application No. MUP-2026-001, subject to the Conditions of Approval set forth in Section 3 of this Resolution, and adopts the following findings:

SECTION 1. CEQA Findings

Architectural Review is not an activity subject to the California Environmental Quality Act (CEQA).

Evidence: Pursuant to Section 15061(b)(3) of the CEQA Guidelines it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

The Minor Use Permit is Categorically Exempt, Class 1, from the California Environmental Quality Act (CEQA) pursuant to Section 15301(e)(2) of the CEQA Guidelines.

Evidence: All utility needs can be provided by the existing public services and the parcel is not located in an environmentally sensitive location.

SECTION 2. Minor Use Permit Findings

The City Council hereby adopts the following findings for Minor Use Permit Application No. MUP-2026-001:

1. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.

Evidence: The proposed second story addition would lead to no change in use for the single-family dwelling, which is currently an allowed use for the single-family residential zone (RS-8) per Seaside Municipal Code (SMC) Section 17.12.020, Table 2-1.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Evidence: The Neighborhood Low designation provides residential land uses as the primary intended use, with the development of existing single-family residential neighborhoods included.

3. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity.

Evidence: The proposed project is compatible with the nearby single-family dwellings. The height of the proposed second story addition is compatible with the increased height of existing two-story single-family homes zoned RS-8 in the vicinity and the intent of planned future uses for the area per the General Plan. The proposal is compliant with all development regulations, with the exception of the continuation of the nonconforming setbacks on the north and south elevations. As is the case with nearby decks and balconies on the block face, both elements face Yosemite Street with peripheral views of the front areas of the neighboring properties.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

Evidence: The parcel size is 7,200 SF, with a maximum allowed Floor Area Ratio (FAR) of 0.45 and a maximum allowed site coverage of 65%. The project proposal would maintain an FAR of 0.42 and a site coverage of 43%. No physical constraints to this proposal are present on the property.

5. Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zoning district in which the property is located.

Evidence: The construction of a second story at the existing setback would create continuity along the north and south elevation walls instead of necessitating a small setback off the existing first story. Therefore, granting the permit would not affect the public interest, health, safety, convenience, or welfare, nor would it materially injure persons, property, or improvements in the vicinity and zone.

SECTION 3. Conditions of Approval

1. Landscaped areas, including trees and other plantings, as well as paving, walls, and fences, shall be regularly maintained.
2. The Zoning Administrator has the authority to approve minor changes to the landscaping, lighting, and architectural finishes of this project, given changes are kept in a similar design style, the colors and materials are within the same design

family (metal, wood, composite siding), and the juxtaposition of the materials and colors achieves a similar design balance and aesthetic.

3. The eaves of the roof shall not project closer than a distance of three feet from the side property lines.
4. This approval does not include the conceptual Accessory Dwelling Unit shown on the attached plans, which shall require a separate ministerial permit for approval.
5. An exterior light matching the surrounding models shall be placed adjacent to the proposed sliding door leading to the rear yard of the property.
6. Construction must comply with all requirements of the California Building Code, as amended by the City of Seaside and in effect at the time of Building Permit submittal.
7. A survey, prepared by a licensed Land Surveyor, indicating the location of the property line between 1820 and 1828 Yosemite Street with regards to the existing garage building shall be included with the Building Permit application. Plans for work done to the garage building shall be prepared and stamped by a licensed structural or civil engineer. If necessary, work done on the garage shall also be overseen by a licensed structural or civil engineer.
8. Construction must comply with all requirements of the California Fire Code, as amended by the City of Seaside and in effect at the time of Building Permit submittal.
9. The applicant shall fill out the Fire Sprinkler Calculation Form to determine if fire sprinklers will be required.
10. Proposed project must implement stormwater best management practices (BMPs) during construction. (SMC 8.46)
 - a. Applicant required to submit a site-specific Erosion and Sediment Control plan sheet showing locations of material storage and handling, and washout locations (i.e., concrete, stucco, paint). Sample Erosion and Sediment Control Plan attached.
 - b. Applicant required to complete and submit a Storm water Compliance Tracking Form, with signature, attached.
11. Post-development peak stormwater runoff rates shall not exceed the pre-development rate. A pro rata share of the cost of offsite erosion sediment, and flood control improvements and/or for maintenance to the principal drainage way may be required by the city engineer to handle the increased peak runoff and/or sediment generated by the project. (SMC 15.32.170).
 - a. Site plans to clearly show direction of stormwater drainage from new or redeveloped impervious surfaces.

- b. Drainage shall not be directed to adjacent properties.
 - c. Site plan to clearly denote site coverage type (i.e., landscaping, building, concrete).
 - d. Site plan to include table summarizing existing impervious surface square footage, proposed new impervious surface, redeveloped impervious surface, and total impervious surface.
 - e. Proposed site plans to show location of new and existing downspouts.
 - f. Downspouts and/or overflow from cisterns or rain barrels to be directed to permeable surface.
12. Applicant is required to obtain a sewer permit or waiver from Monterey One Water. Contact Seaside County Sanitation District (SCSD) to assess any additional sewer fees that may apply to the project. This step is necessary to ensure compliance with local regulations and to avoid any delays in the processing of your permit application. SCSD contact email (PGrogan@ci.seaside.ca.us).
13. Applicant to make payment for the TAMC Traffic Fee to the City of Seaside Building Department.
14. Except as modified by the Conditions of Approval, plans submitted for Building Permits must be in compliance with Exhibit A: Project Plans.
15. The applicant agrees as a condition and in consideration of the approval of this permit that they will defend, indemnify, and hold harmless the City of Seaside or its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul this approval. The applicant will reimburse the City for any court costs and attorney's fees, which the City may be required by a court to pay as a result of such action. The City may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve the applicant of their obligations under this condition. The City shall promptly notify the applicant of any such claim, action, or proceeding, and the City shall cooperate fully in the defense thereof.
16. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner prior to issuance of any Building Permit or establishment of any use authorized by the permit.
17. This approval shall become null and void unless a Building Permit application is submitted or authorized use is established within twelve (12) months of September 17, 2026, in accordance with SMC Section 17.64.080.A. Time extensions may be granted in accordance with SMC Section 17.64.080.B. This approval shall also become null and void if the implementing Building Permit application expires.

18. For purposes of assuring compliance, the applicant, agents, representatives, or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.

SECTION 4. Incorporation of Exhibits

The approved Project plans are incorporated herein by this reference and shall be binding upon the property owner and any successor in interest.

SECTION 5. Effective Date

This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 17th day of September, 2026 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



City of Seaside

APPEAL TO CITY COUNCIL

*****Fees per current adopted fee schedule*****

An application to appeal an administrative action or citation. If you have any questions regarding the appeal process, please visit the City Clerk's office during regular business hours or call 831-899-6707. **Please return form to the City**

Clerk's Office:

440 Harcourt Avenue, Seaside, CA 93955

SUBJECT OF APPEAL

City of Seaside Planning Commission

I hereby appeal the decision of the:

(Name of Council, Committee, or Commission decision being appealed)

Date the decision being appealed was rendered:

July 8, 2026

6A

Agenda item number

Subject/Agenda item title:

Architectural Review Application AR-2026-002 and Minor Use Permit MUP-2026-001. Peter Maciel, property owner, and Thomas Rettenwender, project applicant, request Architectural Review Approval for a second-story addition

including a balcony and deck to an existing one-story dwelling and minor use permit approval for the proposed first (continued below)

Signed:

Erica Sabin

Date:

7/14/26

APPELLANT

Erica Sabin, Appellant (Christine G. Kemp, Attorney)

Name of Appellant:

1820 Yosemite Street, Seaside, California 93955

Residing at:

Phone Number(s):

(831) 595-2862

Signed:

Erica Sabin

Date:

7/14/26

July 14, 2026

Received

JUL 14 2026

City Clerk's Office

REASON FOR APPEAL

SEE ATTACHED - APPEAL ATTACHMENT

Table of Contents -

Number	Description	Page Numbers
1	Appeal Attachment	1 - 7
2	Public Notice	8 - 9
3	Agenda	10 - 16
4	Staff Report	17 - 30
5	Minutes	31 - 38
6	Resolutions	39 - 61
7	Architect design/Plans	62 - 92
8	Public Comments	93 - 141
9	Emails to and from city staff, architect, applicant	142 - 170
10	Additional support Exhibits	171 - 190
11	Texts between Mr. Maciel (applicant) and Ms. Sabin	191- 212

Erica Sabin Appeal Attachment
- Revised 7/15/26 -
Planning Application
AR-2026-002 for a Second Story Addition and Deck
MUP-2026-001 for First and Second Story Side Yard Setbacks
APN 012-621-034
1828 Yosemite Street, Seaside
Peter Maciel, Owner
Thomas Rettenwender Architect/Applicant on behalf of Owner

Background

I, Erica Sabin, own and reside in the residence at 1820 Yosemite Street, immediately south of the Maciel property at 1828 Yosemite Street.

Our properties are extremely complex because they share structurally connected and interdependent garages sitting on a property line that has not been established by a land survey. (See photos on Pages 185 to 189) The location and physical connection of my property to the Maciel property was not shown on the Owner/Applicant's plans.

At the June 24, 2026, Planning Commission hearing, the Commissioners expressed concerns that Mr. Maciel's proposed Project raised a host of concerns including:

1. connecting his side of our structurally connected and interdependent garages to his main residence, which would connect my property to his house;
2. exacerbating already complex issues between the owners (Sabin and Maciel) with our structurally connected and interdependent party wall garages;
3. forcing the loss of homeowners insurance;
4. causing the structural transfer of load path to my 60 year old garage framing by connecting an attached newly built heavier structure;
5. requiring the trespass on my property in the absence of a party wall agreement;
6. creating a deck structure that violates my right to privacy; and
7. creating a massive 337 sq foot elevated deck incompatible to the neighborhood.

Given the Commissioners expressed concerns about our connected interdependent garages, the Commission recommended that Mr. Maciel work with me, to revise his plans to detach his new garage structure from my garage and pull his garage back to the required 5 foot side yard setback. (June 24, 2026, Minutes Pages 31 - 38)

Taking direction from the Planning Commission, Mr. Maciel revised his plans to detach his garage from my property and construct his new garage 5 ft. from my property to comply with the required 5 ft. side yard setback. His revised plan, with the 5 ft garage setback, was approved by the Planning Commission on July 8, 2026.

The July 8, 2026 approval, however, did not condition Mr. Maciel's permit to require:

1. the garage separation and setback
2. the Owner to replace the exposed garage wall that will remain after demolishing his garage and moving his garage
3. a structural analysis regarding the separation of our connected structures prior to the final planning approval.
4. a land survey regarding the location of the property line prior to the final Planning approval;
5. a legal agreement between owners regarding the structure separation prior to the final Planning approval.

At the June 24, 2026, hearing, some Commissioners also expressed concern regarding the huge 271 sq. ft deck Mr. Maciel proposed to construct on the top of his new garage. Commissioners pointed out that the size of this deck was not in keeping with the neighborhood. The Planning Commission's June 24, 2026, minutes reflecting their concerns about the size of the deck are attached in (Pages 31 to 38).

Nevertheless, not only did Mr. Maciel disregard the Commissioner's concerns over the size and placement of the deck, Mr. Maciel increased the size of the deck to 337 sq. ft. on the resubmitted plans. Unfortunately, two of the key Commissioners who expressed concern over the size of the deck were not present at the July 8th meeting when the revised plan was approved.

This proposed 337 sq.ft. "party deck" looks directly down into my second story living room, my first floor living room, and my first floor bedroom, compromising my privacy, creating noise nuisance due to the deck's its ability to hold large crowds, and is entirely out of character with the size of the decks (which for the most part are small "balconies) in our neighborhood.
(See photos on Pages 110,138,139).

Note that Mr. Maciel's Project has a total of 790 sq. ft. of decks and balconies.
(See Project Plans on Pages 62 - 92).

Basis of Appeal

The findings and decision approving the garage separation without adequate conditions and protection for my property, and approving the large deck, are not supported by the evidence and the decision is contrary to the law.

In evaluating the Project, the garage connection to my property was never shown on the Project plans nor was our connected and interdependent garage structures accurately characterized. This is not just a connected structure built on a property line, this is a party wall situation, and must be dealt with as a Party Wall. The references like zero lot line and non conforming and common wall used in communications and documents, are misleading, as they do not reflect the actual legal requirements between the owners in a party wall situation. Party walls come with specific rights for owners and requires legal agreement between owners.

Our shared concrete stem wall and intertwined garage roofs proves that the garages are structurally interdependent.

If the shared stem wall sits on the shared property line, it is a classic **party wall**. Under both the 1968 UBC (year they were built) and current 2025 CBC:

- The wall serves both properties.
- Modifications require agreement from both owners (or legal processes like a party wall agreement or lot line adjustment).

No party wall zoning definition exists in the City of Seaside's zoning code.

1. The Planning Commission abused its discretion when it did not require the garage separation to be a condition of approval of the Project, and did not condition the Project on Mr. Maciel demonstrating, based upon input from professional engineers, that removing his side of the connected interdependent garage with its intertwined roof system and concrete stem wall and rebuilding the removed wall could be done without causing structural damage to my garage and property.

Additionally, the failure to require a party wall separation agreement creates a situation where the Mr. Maciel or his agents would have to illegally trespass on my property in order to perform the work in the submitted plans.

There was substantial evidence in the record that his removal of the connected garage wall involves addressing, our shared cement stem wall, and shared structurally intertwined roof structures (See Pages 111,185,186,187,188), all of which need to be addressed with the separation agreement between the Owner and me, as he will have to enter my property to perform the separation. Additionally, the cost of removing the wall and replacing the removed wall should be borne solely by Mr. Maciel, as it is his remodel Project that is triggering these events.

2. The Project, with its large elevated 337 square foot deck, is not consistent with the applicable plans and policies from the City's General Plan ("General Plan") which apply to this site. The site is not appropriate for the proposed development.

- The Project zoning code has not caught up to the City's General plan. This 13 foot elevated deck that is set back 15 feet meets code. It does not meet the 2040 General Plan Policy with regard to LUD-11; the Compatible scale. Maintain high-quality existing residential neighborhoods by ensuring new development projects are compatible in scale and provide adequate transitions to adjacent residential properties. Note this Project Proposes a total of 790 sq ft of decks and balcony. (See project plan)

The Project is inconsistent with the General Plan. The Staff Report Findings state the deck and block face complies with the zoning, however the zoning fails to comply with the General Plan.

- Table 20 (Land Use and Urban Design Programs) contains this, listed as a **High priority / Short timeframe** action item:

Neighborhood conservation. To preserve Seaside's existing residential neighborhoods, the City should take the following steps to foster change within each neighborhood... Residential zoning and objective design standards: Review and update residential zoning standards to ensure new development complements existing neighborhoods through objective design standards.

- The Project clearly infringes on my privacy. The deck is detrimental to the adjacent properties and neighborhood. A deck that looks directly down into my living areas on the second and first floors and a front bedroom is a **nuisance** (unreasonable interference with my use and enjoyment of my home and materially injurious to my person.

3. The Project will be detrimental to the public interest, health, safety, convenience, welfare, and is materially injurious to persons, property, or improvements in the vicinity and the zone district in which the property is located. At 337 Square Feet

and 13 foot elevation, the people noise, the possibility of market lights, the movement dancing walking etc.

- The Resolution states -
“As is the case with nearby decks and balconies on the block face, both elements face Yosemite Street with peripheral views of the front areas of neighboring properties.”

This is the Commission's factual basis for finding the project "compatible" with adjacent land uses. The finding is flawed as what is actually occurring is a deck/balcony with a **direct line of sight into my second-story living room, my first-floor living room, and a downstairs bedroom** — not "peripheral views of front areas" — that's not a difference of opinion, it's a **factual discrepancy between the record's stated evidence and the real-world condition.** *The the resolution in the city website has a note that says “Okay but be prepared to have a member of the public challenge this statement.” (7/8/26 Resolution)*

- The large elevated deck does not create a smooth transition of the neighborhood as is stated in the General Plan Policies.
 - Staking and Flagging was taken down prematurely on 7/12/26. The plans were re submitted with the garage moved 5ft and the deck enlarged in square footage. This is in fact, a newly proposed structure.
 - The Staking Mandate is Universal: The opening sentence of SMC § 17.62.030.D states without exception: "An applicant for Architectural Review shall do one of the following: (1) At least 14 days prior to the date of consideration... staking and flagging shall be erected by the applicant... for all proposed structure(s)". The phrase "for all proposed structures" is an absolute requirement that applies to the shifting garage walls and adjusted set back that results from this movement.
4. The "18-Foot" Clause is an Addition, Not an Exemption: The ordinance states that stakes must be erected for all proposed structures, "including new structures and additions over 18 feet in height, to demonstrate the dimensions and heights of the ridge lines...". Legally, the word including expands the rule to force precise ridge line visualization for tall buildings; it does not create a waiver exempting single-story structures or footprint relocations from being re staked.
4. The project is in violation of the California Environmental Quality Act (CEQA).
- The Unusual Circumstances Exception strips the CEQA exemption from this Project (CEQA Guideline Section 15300.2(c)).

- The massive size, elevation, proximity and out of character deck are incompatible to the neighborhood.
- The City committed a prejudicial abuse of discretion by applying a standard residential exemption to this file. The uncontradicted evidence in the record—including a stamped report from Kyler Engineering—proves that this project involves the demolition and structural separation of a 1968 interdependent garage party wall and shared concrete stem wall sitting directly on an unsurveyed lot line. The complex structural interdependency of these shared historic walls constitutes an "unusual circumstance." Because the physical cutting of these shared roofs creates a significant risk of structural shifting, damage, and loss of property insurance, the categorical exemption is legally void.
- Prejudicial Error via Impermissible Deferred Analysis
The applicant's architect explicitly admitted on July 8, 2026, that the project lacks an engineering or constructibility plan for the party wall separation, stating the plan would be developed later during the "building permit phase."
- Under long-standing California CEQA jurisprudence (see *Sundstrom v. County of Mendocino*), a lead agency cannot approve a discretionary project while deferring the study of environmental and structural impacts to a future, ministerial building permit phase. By approving the project in a total vacuum of structural engineering evidence, the Planning Commission failed to proceed in a manner required by law, rendering the project approval legally defective.

5. Owner/Applicant's Bad Faith/Unclean Hands –

These issues add equitable consideration and background as to why the Project should be revised as set forth above.

- Gross misstatements from the Owner/Applicant and his agents in public comment;
- 9 months of planning by Mr. Maciel and his agents with no communication with me, the owner of the connected garage, whose property will be greatly affected by the Project;
- Retraction of privacy screen on the proposed deck after Mr. Maciel agreed to construct it;
- Claiming financial hardship due Mr. Maciel's own actions;
- Taking advantage of my good will and transparency in an effort to work with Mr. Maciel;
- Changing public comment on proposed uses of the deck;
- Failure to create a separation agreement after agreeing to create one.

Requested Project Revisions to Address the Above Issues:

1. Require the garage separation be a condition of the permit approval.
2. Require a formal separation agreement.
3. Require a structural engineering analysis of the garage separation prior to final approval of the project;
4. Require the garage separation be done consistent with structural engineering reports and building code requirements for a party wall, including removal of the existing connected wall and reconstruction of the replacement wall consistent with a separation agreement.
5. Require that the Owner be responsible for all costs of removing the existing connected garage wall and constructing the replacement wall so my garage remains enclosed and stable post separation.
6. Require that the Owner assures he covers the cost of any damage to my garage during separation.
7. Require the large 337sq deck be scaled back to match the existing balconies that fit the design of the elevated railed decks in the vicinity.
8. Regardless of the size of the deck, if a deck is approved, and it violates my privacy, require the Owner to construct a 6 ft. tall privacy screen along the southern boundary of the deck to protect my privacy.

cc: Christine G. Kemp
NOLAND, HAMERLY, ETIENNE & HOSS
A Professional Corporation
333 Salinas Street
P.O. Box 2510
Salinas, CA 93901
(831)424-1414 ext.271
ckemp@nheh.com

Public Notice for 6/24/26 Planning Commission Public Hearing

**City Clerk's Office**

440 Harcourt Avenue
Seaside, CA 93955

Telephone: (831) 899-6707
Fax: (831) 718-8594

Public Hearing Notice

NOTICE IS HEREBY GIVEN that the City of Seaside Planning Commission will conduct the following public hearing on **Wednesday, June 24, 2026 at 6:00 PM** (or as soon thereafter as the Agenda permits) in the City of Seaside City Council Chambers located at **440 Harcourt Avenue**. Members of the public may watch the live stream meetings at <https://bit.ly/SeasideYouTube>.

ARCHITECTURAL REVIEW APPLICATION AR-2026-002 AND MINOR

USE PERMIT MUP-2026-001. PETER MACIEL, PROPERTY OWNER, AND THOMAS RETTENWENDER, PROJECT APPLICANT, REQUEST ARCHITECTURAL REVIEW APPROVAL FOR A SECOND-STORY ADDITION INCLUDING A BALCONY AND DECK TO AN EXISTING ONE-STORY DWELLING AND MINOR USE PERMIT APPROVAL FOR THE PROPOSED FIRST AND SECOND STORIES TO ENCROACH INTO THE REQUIRED SIDE SETBACKS NO FURTHER THAN THE EXISTING NONCONFORMING SETBACKS AT 1828 YOSEMITE STREET (APN 012-621-034) IN THE SINGLE-FAMILY RESIDENTIAL (RS-8) ZONING DISTRICT.

ARCHITECTURAL REVIEW IS NOT AN ACTIVITY SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO 15061(b)(3) OF THE CEQA GUIDELINES. THE PROJECT IS CATEGORICALLY EXEMPT (CLASS 1) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15301(e) OF THE CEQA GUIDELINES FOR THE SETBACKS.

NOTICE IS FURTHER GIVEN that members of the public may participate before the meeting by submitting comment(s) to planning@ci.seaside.ca.us. All comments received up to 5:00 PM on the meeting date will be provided to the Commission prior to the meeting. In the subject line of a public comment email, please specify the meeting body and date and indicate the relevant agenda item number (or "general") to help staff easily receive and organize public comments. Visit <http://www.ci.seaside.ca.us> for a full copy of the Agenda and Staff Report detailing all project locations and information about the public hearing.

/S/ Dominique L. Davis, City Clerk, City of Seaside

9

Agenda for 6/24/26 Planning Commission Public Hearing

10



AGENDA
CITY OF SEASIDE
PLANNING COMMISSION

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Wednesday, June 24, 2026
6:00 PM

Virtual Participation Guide: <https://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>
<https://us02web.zoom.us/j/81555467580> | WEBINAR ID 815 5546 7580 | (669) 900-9128

1. CALL TO ORDER

2. ROLL CALL - PLANNING COMMISSION

William Silva	Chair
Dave Evans	Vice Chair
Keith Dodson	Commissioner
Arlington La Mica	Commissioner
Gonzalo Quintero Alcaraz	Commissioner
Robert Ward	Commissioner

3. 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).

4. PUBLIC COMMENT

Members of the public wishing to address the Commission 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. Comments on specific agenda items are heard under that item. For the public record, please state your name.

5. APPROVAL OF MINUTES

**A. APPROVE MINUTES FROM JANUARY 14, APRIL 22 AND MAY 13, 2026
REGULAR MEETINGS**

6. BUSINESS ITEMS

A. MASTER SIGN PROGRAM APPLICATION MSP-2026-002. JOSE MANUEL YEPEZ, PROPERTY OWNER, AND DAVID MENA OF MENA ARCHITECTS, PROJECT APPLICANT, REQUEST MASTER SIGN PROGRAM APPROVAL FOR THREE WALL SIGNS AT MI TIERRA MERCADO LOCATED AT 1000 BROADWAY AVENUE (APN 012-182-001) IN THE COMMERCIAL MIXED USE (CMX) ZONING DISTRICT. THE PROJECT IS CATEGORICALLY EXEMPT (CLASS 11) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15311(A) OF THE CEQA GUIDELINES

RECOMMENDATION: Staff recommends the Planning Commission Approve MSP-2026-002 subject to the project plans and conditions of approval.

B.

ARCHITECTURAL REVIEW APPLICATION AR-2026-002 AND MINOR USE PERMIT MUP-2026-001. PETER MACIEL, PROPERTY OWNER, AND THOMAS RETTENWENDER, PROJECT APPLICANT, REQUEST ARCHITECTURAL REVIEW APPROVAL FOR A SECOND-STORY ADDITION INCLUDING A BALCONY AND DECK TO AN EXISTING ONE-STORY DWELLING AND MINOR USE PERMIT APPROVAL FOR THE PROPOSED FIRST AND SECOND STORIES TO ENCROACH INTO THE REQUIRED SIDE SETBACKS NO FURTHER THAN THE EXISTING NONCONFORMING SETBACKS AT 1828 YOSEMITE STREET (APN 012-621-034) IN THE SINGLE-FAMILY RESIDENTIAL (RS-8) ZONING DISTRICT. ARCHITECTURAL REVIEW IS NOT AN ACTIVITY SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO 15061(B)(3) OF THE CEQA GUIDELINES. THE PROJECT IS CATEGORICALLY EXEMPT (CLASS 1) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15301(E) OF THE CEQA GUIDELINES FOR THE SETBACKS

RECOMMENDATION: Applicant has elected to have the project go to public hearing. Staff recommends the Commission approve Architectural Review Application No. AR-2026-002 and Minor Use Permit No. MUP-2026-001 subject to the Conditions of Approval.

C.

MASTER SIGN PROGRAM APPLICATION MSP-2026-001. CHARLES THOMPSON, PROPERTY OWNER, AND MEREDITH LOCKLEAR, PROJECT APPLICANT, REQUEST MASTER SIGN PROGRAM APPROVAL FOR THREE WALL SIGNS AND ONE FREESTANDING SIGN WITH TWO DOUBLE-SIDED SIGN FACES FOR A TWO-TENANT COMMERCIAL STRUCTURE AT 1739 DEL MONTE BOULEVARD (APN 011-531-002) IN THE AUTOMOTIVE COMMERCIAL (CA) ZONING DISTRICT. THE PROJECT IS CATEGORICALLY EXEMPT (CLASS 11) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15311(A) OF THE CEQA GUIDELINES

RECOMMENDATION: Staff recommends the Planning Commission approve MSP-2026-001 subject to the project plans and conditions of approval.

7. REPORTS FROM COMMISSIONERS

8. REPORTS FROM STAFF

This is a time specifically set aside for the Staff Liaison to provide updates on non-agendized requests from the Commission, and to provide brief information on topics under the purview of the Commission.

12

9. ADJOURNMENT

Next Regularly Scheduled Meeting:
July 8, 2026
6:00 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 Government Code Section 54954.2(a) or Section 54956.

**Agenda for 7/8/26 Planning
Commission Public Hearing
AR-2026-002 and MUP-2026-001**



AGENDA
CITY OF SEASIDE
PLANNING COMMISSION

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Wednesday, July 8, 2026
6:00 PM

Virtual Participation Guide: <https://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>
<https://us02web.zoom.us/j/81555467580> | WEBINAR ID 815 5546 7580 | (669) 900-9128

1. CALL TO ORDER

2. ROLL CALL - PLANNING COMMISSION

William Silva	Chair
Dave Evans	Vice Chair
Keith Dodson	Commissioner
Arlington La Mica	Commissioner
Gonzalo Quintero Alcaraz	Commissioner
Robert Ward	Commissioner

3. 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).

4. PUBLIC COMMENT

Members of the public wishing to address the Commission 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. Comments on specific agenda items are heard under that item. For the public record, please state your name.

5. APPROVAL OF MINUTES

A. APPROVE MINUTES FROM JUNE 24 REGULAR MEETING

6. BUSINESS ITEMS

- A. ARCHITECTURAL REVIEW APPLICATION AR-2026-002 AND MINOR USE PERMIT MUP-2026-001. PETER MACIEL, PROPERTY OWNER, AND THOMAS RETTENWENDER, PROJECT APPLICANT, REQUEST ARCHITECTURAL REVIEW APPROVAL FOR A SECOND-STORY ADDITION INCLUDING A BALCONY AND DECK TO AN EXISTING ONE-STORY DWELLING AND MINOR USE PERMIT APPROVAL FOR THE PROPOSED FIRST AND SECOND STORIES TO ENCROACH INTO THE REQUIRED SIDE SETBACKS NO FURTHER THAN THE EXISTING NONCONFORMING SETBACKS AT 1828 YOSEMITE STREET (APN 012-621-034) IN THE SINGLE-FAMILY RESIDENTIAL (RS-8) ZONING DISTRICT. ARCHITECTURAL REVIEW IS NOT AN ACTIVITY SUBJECT TO THE**

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO 15061(B)(3) OF THE CEQA GUIDELINES. THE PROJECT IS CATEGORICALLY EXEMPT (CLASS 1) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15301(E) OF THE CEQA GUIDELINES FOR THE SETBACKS. (CONTINUED FROM JULY 24,2026).

RECOMMENDATION: Staff recommends the Commission approve Architectural Review Application No. AR-2026-002 and Minor Use Permit No. MUP-2026-001 subject to the Conditions of Approval.

7. REPORTS FROM COMMISSIONERS

8. REPORTS FROM STAFF

This is a time specifically set aside for the Staff Liaison to provide updates on non-agendized requests from the Commission, and to provide brief information on topics under the purview of the Commission.

9. ADJOURNMENT

Next Regularly Scheduled Meeting:
July 22, 2026
6:00 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 Government Code Section 54954.2(a) or Section 54956.

16

**Staff Report for 6/24/26 Planning
Commission Public Hearing Agenda
Item**

AR-2026-002 and MUP-2026-001



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 6.B.

TO: Planning Commission

BY: Mitchell Wexler, Assistant Planner

DATE: June 24, 2026

SUBJECT: **ARCHITECTURAL REVIEW APPLICATION AR-2026-002 AND MINOR USE PERMIT MUP-2026-001. PETER MACIEL, PROPERTY OWNER, AND THOMAS RETTENWENDER, PROJECT APPLICANT, REQUEST ARCHITECTURAL REVIEW APPROVAL FOR A SECOND-STORY ADDITION INCLUDING A BALCONY AND DECK TO AN EXISTING ONE-STORY DWELLING AND MINOR USE PERMIT APPROVAL FOR THE PROPOSED FIRST AND SECOND STORIES TO ENCROACH INTO THE REQUIRED SIDE SETBACKS NO FURTHER THAN THE EXISTING NONCONFORMING SETBACKS AT 1828 YOSEMITE STREET (APN 012-621-034) IN THE SINGLE-FAMILY RESIDENTIAL (RS-8) ZONING DISTRICT. ARCHITECTURAL REVIEW IS NOT AN ACTIVITY SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO 15061(B)(3) OF THE CEQA GUIDELINES. THE PROJECT IS CATEGORICALLY EXEMPT (CLASS 1) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15301(e) OF THE CEQA GUIDELINES FOR THE SETBACKS**

RECOMMENDATION

Applicant has elected to have the project go to public hearing. Staff recommends the Commission approve Architectural Review Application No. AR-2026-002 and Minor Use Permit No. MUP-2026-001 subject to the Conditions of Approval.

BACKGROUND

18

The project site is located at 1828 Yosemite Street, a 7,200 square feet (SF) residential parcel with an existing single-family dwelling and a nonconforming detached two-car garage approximately 1,183 SF and 465 SF in area, respectively. All surrounding properties in the nearby vicinity are single-family residential uses, varying in height from one to two stories. All parcels on the east side of Yosemite Street are zoned as RS-8, while all on the west side are zoned RS-12.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

The Project is categorically exempt (Class 1) from the California Environmental Quality Act (CEQA) pursuant to Section 15301(e) of the CEQA Guidelines for the setbacks.

PROJECT DESCRIPTION

The project proposes two first-story additions of approximately 211 SF and 178 SF in area, respectively. The 211 SF first story addition would create a shared wall between the dwelling and the existing nonconforming detached garage, modifying it to a nonconforming attached garage, for the creation of a 2-bedroom and 1 ½ bathroom, 740 SF ADU. The ADU would occupy approximately 47% of the proposed first floor area. The proposed 178 SF addition would allow for a kitchen expansion along the east wall of the existing first floor of the dwelling for the primary residence.

The project also proposes a 1,471 SF second-story addition to be occupied by the primary residence, a 234 SF second-story balcony (24'-7" w x 9'-5" d) and a 271 SF rooftop deck atop the garage (13'-5" w x 21'-1"/19'-9" d). The balcony would be accessible through sliding doors from a bedroom and a swinging door from the living room, and the deck would be accessible from the sliding doors leading to the living room. The proposed second story shall include the existing north wall with a nonconforming side setback. Both second story accessory features face Yosemite Street with significant peripheral views of the North and South and are for exclusive use by the primary residence.

The proposed roof for the garage would be raised from 9'-6" above the grade by an additional 3'-10" to a proposed height of 13'-4". A flat roof is proposed to accommodate the deck above, which would face Yosemite Street with significant views to the North and South.

ANALYSIS

MINOR USE PERMIT

Seaside Municipal Code (SMC) 17.12.050, Table 2-3 – Residential Zone Development Standards includes the required setbacks, floor area ratio (FAR), height, and lot coverage for the RS-8 zone. These standards, along with the corresponding project

measurements, are provided in the chart below.

Minimum Required Setbacks	Existing (E); Proposed (P) Setbacks	Maximum FAR, Height, Lot Coverage	Proposed FAR, Height, Lot Coverage
Front: 15'-0"	(E) 20'-1"; (P) No change	<u>FAR:</u> 0.45 of 7,200 SF (3,240 SF)	0.42/3,043 SF
Side Interior: 5'-0"	(E): 4'-7 ³ / ₈ " (N property line), (E): 0'-0" (S property line); (P): 4'-7 ³ / ₈ " N elevation, second story and (P): 0'-0", S elevation, existing nonconforming detached garage changed to a nonconforming attached garage Non-Conforming	<u>Height:</u> 24'	23'-7"
Rear: 15'-0"	(E): 35'-6 ¹³ / ₁₆ "; (P): 37' 4 ¹ / ₂ "	<u>Lot Coverage:</u> 65%/7,200 SF	43%/3,095 SF

Per SMC 17.72.030.B.1.b.(3)., for an addition to a nonconforming single-family dwelling that encroaches into a required setback no further than the nonconforming setbacks of the structure and exceeds 18 feet in height, both MUP and Architectural Review approval are required.

The MUP applies to two setback encroachments:

1. The change in the garage from a nonconforming detached garage to a nonconforming attached garage, created through the proposed conforming addition to the first story of the residence that creates a shared wall with the garage.
2. The second story addition constructed up to a height of 23'-7" to observe the same nonconforming side setback along the north property line of 4'-7³/₈", encroaching 4⁵/₈".

ARCHITECTURAL REVIEW

20

In accordance with SMC 17.62.030.B.2, the proposed second story addition requires Architectural Review.

The proposed second story addition would increase the height to 23'-7", from the existing height of 12'-6" of the single-story home. It proposes the same footprint as the first floor and would include four bedrooms, two bathrooms, and one living room, for a total second-floor floor area of 1,470.55 SF. Also proposed is one second-story balcony placed above the existing entry porch and one garage rooftop deck. The proposed northern wall would be built as an expansion of the existing wall, increased in height along the existing 4^{5/8}" encroachment into the side setback. This wall would be the only encroachment into a setback, with the remainder of the second story well within the required setbacks.

The existing residence has a two-car garage that is compliant with the required dimensions of SMC 17.34.110.D.2., providing interior measurements of 21' width x 21'-2" depth, but is noncompliant with respect to the 5' encroachment into the required 5' side setback by the south-facing wall of the garage. Additionally, the proposed change from a nonconforming detached garage to a nonconforming attached garage modifies the setback nonconformity an additional 2', as an attached garage has a required 5' side setback.

Per SMC 17.62.030.E.1 *Review Considerations*, the following considerations will be addressed for this project:

Architectural Considerations. *Architectural Considerations, including the character, quality, and scale of the design; the architectural relationship with the site and other structures; building materials and colors.*

Lighting Considerations. *Proposed outdoor lighting, including the proposed placement of fixtures, type of fixtures, and illumination levels.*

Character

The proposed balcony and deck would match the open rails and projection of multiple neighboring two-story dwellings in facing Yosemite Street, with a height of 13'-4" above the grade. Both standing surfaces will be level with one another. The rooftop deck matches the height of the balcony and would provide similar views as the balconies of the nearby houses. The brown-gray color choice of the dwelling matches the tone of color painted onto the nearby houses. The hip roof design conforms to the roofing styles surrounding the house in color, slope, and materials.

Scale

The house is located on a slope that descends from East to West, with a slight descent

21

from North to South. The slope increases 10' from the base of the house to the rear property line. The highest point of the house would sit approximately 13' above the grade of the houses to the east. Any second story homes to the east would not have their views obstructed by the second story of the proposed home. The second story addition would increase the maximum height of the existing home from 12'-6" to a maximum height of 23'-7" at the hip roof peak.

Colors, Materials, and Quality

The colors and materials for the existing first story and the proposed first and second story additions include the information shown in Attachment 1. As shown in the attachment, the proposed deck and balcony provide high quality designs and use composite deck board materials that complement the proposed colors of the dwelling. The replacement of the existing windows and glass doors shall increase the overall quality of the building. The redesign uses modern architecture with features that articulate the building face along Yosemite, enhancing the block face.

Lighting

Nine exterior light fixtures are proposed to be located at the upper corner of each door leading from the interior of the building to the exterior. The door leading from the interior of the dwelling to the rear yard shall be conditioned to incorporate an exterior light into the design.

FINDINGS

MINOR USE PERMIT

1. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.

Evidence: The proposed second story addition would lead to no change in use for the single-family dwelling, which is currently an allowed use for the single-family residential zone (RS-8) per SMC 17.12.020, Table 2-1.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Evidence: The Neighborhood Low designation provides residential land uses as the primary intended use, with the development of existing single-family residential neighborhoods included.

3. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity.

Evidence: The proposed project is compatible with the nearby single-family dwellings. The height of the proposed second story addition is compatible with the increased height of two-story existing single-family homes zoned RS-8 in the vicinity and the intent of planned future uses for the area per the General Plan. The proposed balcony and rooftop deck are proposed within the minimum required setbacks of the property and shall have access limited to the primary dwelling. As is the case with nearby decks

22

and balconies on the block face, both elements face Yosemite Street with peripheral views of the front areas of the neighboring properties with little exposure to living spaces.

4. The site is physically suitable for the type, density and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

Evidence: The parcel size is 7,200 SF, with a maximum FAR of 0.45 and a maximum site coverage of 65%. The project proposal would maintain an FAR of 0.42 and a site coverage of 43%. No physical constraints to this proposal are present on the property.

5. Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone district in which the property is located.

Evidence: The construction of a second story at the existing setback would create continuity along the wall instead of necessitating a small setback off the existing first story. Therefore, granting the permit would not affect the public interest, health, safety, convenience, or welfare, nor would it materially injure persons, property, or improvements in the vicinity and zone.

ATTACHMENTS

1. Attachment 1: Resolution
 2. Exhibit A to Attachment 1: Project Plans
-

Staff Report
for 7/8/26 Planning Commission Public
Hearing
AR-2026-002 and MUP-2026-001

24



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 6.A.

TO: Planning Commission

BY: Beth Rocha, Senior Planner
Mitchell Wexler, Assistant Planner

DATE: July 8, 2026

SUBJECT: **ARCHITECTURAL REVIEW APPLICATION AR-2026-002 AND MINOR USE PERMIT MUP-2026-001. PETER MACIEL, PROPERTY OWNER, AND THOMAS RETTENWENDER, PROJECT APPLICANT, REQUEST ARCHITECTURAL REVIEW APPROVAL FOR A SECOND-STORY ADDITION INCLUDING A BALCONY AND DECK TO AN EXISTING ONE-STORY DWELLING AND MINOR USE PERMIT APPROVAL FOR THE PROPOSED FIRST AND SECOND STORIES TO ENCROACH INTO THE REQUIRED SIDE SETBACKS NO FURTHER THAN THE EXISTING NONCONFORMING SETBACKS AT 1828 YOSEMITE STREET (APN 012-621-034) IN THE SINGLE-FAMILY RESIDENTIAL (RS-8) ZONING DISTRICT. ARCHITECTURAL REVIEW IS NOT AN ACTIVITY SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO 15061(B)(3) OF THE CEQA GUIDELINES. THE PROJECT IS CATEGORICALLY EXEMPT (CLASS 1) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15301(e) OF THE CEQA GUIDELINES FOR THE SETBACKS. (CONTINUED FROM JUNE 24, 2026).**

RECOMMENDATION

Staff recommends the Commission approve Architectural Review Application No. AR-2026-002 and Minor Use Permit No. MUP-2026-001 subject to the Conditions of Approval.

25

BACKGROUND

On June 24, 2026, the Planning Commission considered the project by receiving the staff presentation, considering public comment, and discussing the project. However, the item was continued to July 8, 2026, to provide an opportunity for the project designer and owner to submit revised plans to address the items of concern provided during the public comment period.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Architectural review is not an activity subject to the California Environmental Quality Act (CEQA) pursuant to 15061(b)(3) of the CEQA guidelines. The project is categorically exempt (Class 1) from the California Environmental Quality Act (CEQA) pursuant to section 15301(e) of the CEQA guidelines for nonconforming setbacks.

PROJECT DESCRIPTION

The project proposes two first-story additions of approximately 211 SF and 178 SF in area to the existing 1,183 SF single-story residence for a total of 1,571 SF. The 211 SF first-story addition would create a shared wall between the dwelling and the existing nonconforming detached garage, modifying it to a conforming attached garage is proposed to be compliant with the 5'-0" side setback and observes greater than the required front setback of 15'-0". Overall, the garage is being reduced in area from 465 SF to approximately 391 SF. The roof of the garage is proposed be raised an additional 3'10" to a proposed height of 13'-4". A flat roof is proposed to accommodate the deck above, which would face Yosemite Street with significant views to the North and South. The proposed 178 SF addition would allow for a kitchen expansion along the east wall of the existing first floor of the dwelling for the primary residence. The first floor area will be nearly split with an ADU, to be reviewed under a building permit submittal (and not part of this discretionary action), at 53% for the primary residence and 47% for the ADU.

The project also proposes a 1,471 SF second-story addition to be occupied by the primary residence, a 234 SF second-story balcony (24'-7" w x 9'-5" d) and a 337 SF rooftop deck atop the garage (16'-5" w x 21'-5"/19'-9" d). The balcony would be accessible through sliding doors from the master bedroom and a swinging door from the living room, and the deck would be accessible from the sliding doors of the living room. Both second story accessory features face Yosemite Street with significant peripheral views of the North and South and are for exclusive use by the primary residence.

STAFF ANALYSIS

26

Minor Use Permit

Seaside Municipal Code (SMC) 17.12.050, Table 2-3 – Residential Zone Development Standards includes the required setbacks, floor area ratio (FAR), height, and lot coverage for the RS-8 zone. These standards, along with the nonconforming setbacks associated with the MUP request, are provided in the chart below:

Minimum Required Setbacks	Existing (E); Proposed (P) Setbacks	Maximum FAR, Height, Lot Coverage	Proposed FAR, Height, Lot Coverage
Front: 15'-0"	(E): 20'-1"; (P): No change	FAR: 0.45 of 7,200 SF (3,240 SF)	(P): 0.42/3,043 SF
Side Interior: 5'-0"	(E): 4'-7 ^{3/8} " (N property line), (E): 0'-0" (S property line, garage) (E): 4'-7" (S property line, residence); (P): 4'-7 ^{3/8} " N elevation, second story addition (P): 5'-0", existing nonconforming detached garage changed to a conforming attached garage (P): 4'-7" S elevation, second story addition	Height: 24'	(P): 23'-7"
Rear: 15'-0"	(E): 35'-6 ^{13/16} "; (P): 37' 4 ^{1/2} "	Lot Coverage: 65%/7,200 SF	(P): 42%/3,021 SF

Per SMC 17.72.030.B.1.b.(3)., for an addition to a nonconforming single-family dwelling that encroaches into a required setback no further than the nonconforming setbacks of the structure and exceeds 18 feet in height, both MUP and Architectural Review approval are required.

The MUP applies to two setback encroachments:

1. The second story addition constructed up to a height of 23'-7" to observe the same nonconforming side setback along the south property line of 4'-7".
2. The second story addition constructed up to a height of 23'-7" to observe the same nonconforming side setback along the north property line of 4'-7^{3/8}".

27

Architectural Review

In accordance with SMC 17.62.030.B.2, the proposed second story addition requires Architectural Review.

The proposed second story addition would increase the height to 23'-7", from the existing height of 12'-6" of the single-story home. It proposes the same footprint as the first floor and would include four bedrooms, two bathrooms, and one living room, for a total second-floor floor area of 1,470.55 SF. Also proposed is one second-story balcony placed above the existing entry porch and one garage rooftop deck.

Per SMC 17.62.030.E.1 *Review Considerations*, the following considerations will be addressed for this project:

Architectural Considerations. Architectural Considerations, including the character, quality, and scale of the design; the architectural relationship with the site and other structures; building materials and colors.

Lighting Considerations. Proposed outdoor lighting, including the proposed placement of fixtures, type of fixtures, and illumination levels.

Character

The proposed balcony and deck would match the open rails and projection of multiple neighboring two-story dwellings in facing Yosemite Street, with a height of 13'-4" above the grade. Both standing surfaces will be level with one another. The rooftop deck matches the height of the balcony and would provide similar views as the balconies of the nearby houses. The brown-gray color choice of the dwelling matches the tone of color painted onto the nearby houses. The hip roof design conforms to the roofing styles surrounding the house in color, slope, and materials.

Scale

The house is located on a slope that descends from East to West, with a slight descent from North to South. The slope increases 10' from the base of the house to the rear property line. The highest point of the house would sit approximately 13' above the grade of the adjacent house to the east. Any second story homes to the east would not have their views obstructed by the second story of the proposed home. The second story addition would increase the maximum height of the existing home from 12'-6" to a maximum height of 23'-7" at the peak.

Colors, Materials, and Quality

The colors and materials for the existing first story and the proposed first and second story additions include the information shown in Attachment 1. As shown in the attachment, the proposed deck and balcony provide high quality designs and use composite deck board materials that complement the proposed colors of the dwelling.

The replacement of the existing windows and glass doors shall increase the overall quality of the building. The redesign uses modern architecture with features that articulate the building face along Yosemite, enhancing the block face.

Lighting

Nine exterior light fixtures are proposed to be located at the upper corner of each door leading from the interior of the building to the exterior. The door leading from the interior of the dwelling to the rear yard shall be conditioned to incorporate an exterior light into the design.

FINDINGS

MINOR USE PERMIT

1. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.

Evidence: The proposed second story addition would lead to no change in use for the single-family dwelling, which is currently an allowed use for the single-family residential zone (RS-8) per Seaside Municipal Code (SMC) Section 17.12.020, Table 2-1.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Evidence: The Neighborhood Low designation provides residential land uses as the primary intended use, with the development of existing single-family residential neighborhoods included.

3. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity.

Evidence: The proposed project is compatible with the nearby single-family dwellings. The height of the proposed second story addition is compatible with the increased height of existing two-story single-family homes zoned RS-8 in the vicinity and the intent of planned future uses for the area per the General Plan. The proposal is compliant with all development regulations, with the exception of the continuation of the nonconforming setbacks on the north and south elevations. As is the case with nearby decks and balconies on the block face, both elements face Yosemite Street with peripheral views of the front areas of the neighboring properties.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

Evidence: The parcel size is 7,200 SF, with a maximum allowed Floor Area Ratio (FAR) of 0.45 and a maximum allowed site coverage of 65%. The project proposal would maintain an FAR of 0.42 and a site coverage of 43%. No physical constraints to this proposal are present on the property.

5. Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements

in the vicinity and zoning district in which the property is located.

Evidence: The construction of a second story at the existing setback would create continuity along the north and south elevation walls instead of necessitating a small setback off the existing first story. Therefore, granting the permit would not affect the public interest, health, safety, convenience, or welfare, nor would it materially injure persons, property, or improvements in the vicinity and zone.

ATTACHMENTS

1. Attachment 1: Draft Resolution
 2. Exhibit A to Attachment 1: Project Plans
-

Minutes

**6/24/26 Planning Commission Public
Hearing Agenda Item**

AR-2026-002 and MUP-2026-001

31



FINAL MINUTES

CITY OF SEASIDE
PLANNING COMMISSION

REGULAR MEETING
COUNCIL CHAMBER
Wednesday, June 24, 2026
6:00 PM

1. **CALL TO ORDER**

Chair Silva called the meeting to order at 6:00 p.m.

2. **ROLL CALL – PLANNING COMMISSION**

PRESENT: ALCARAZ, DODSON, EVANS, LA MICA, SILVA, WARD
ABSENT:

3. **REVIEW OF AGENDA**

4. **PUBLIC COMMENT**

None

5. **APPROVAL OF MINUTES**

Approve Minutes from January 14, April 22 and May 13, 2026

On motion by Commissioner LaMica, and second by Dodson, and carried by the following vote, the Planning Commission moved to approve the Minutes from January 14

RESULTS: 4-0-0-2

AYES: Commissioners Alcaraz, Dodson, Evans, La Mica,

NOYES: None

ABSENT: None

ABSTAIN: Chair Silva, Ward

On motion by Commissioner Silva, and second by LaMica, and carried by the following vote, the Planning Commission moved to approve the Minutes from April 22

RESULTS: 4-0-0-2

AYES: Commissioners Evans, La Mica, Silva, Ward

NOYES: None

ABSENT: None

ABSTAIN: Alcaraz, Dodson

On motion by Commissioner Silva, and second by Ward, and carried by the following

vote, the Planning Commission moved to approve the Minutes from May 13, 2026

RESULTS: 6-0-0-0

AYES: Commissioners Alcaraz, Dodson, Evans, La Mica, Silva, Ward

NOYES: None

ABSENT: None

ABSTAIN: None

ACTION: APPROVED & ADOPTED RESOLUTION

6. BUSINESS ITEMS

A. MASTER SIGN PROGRAM APPLICATION MSP-2026-002. JOSE MANUEL YEPEZ, PROPERTY OWNER, AND DAVID MENA OF MENA ARCHITECTS, PROJECT APPLICANT, REQUEST MASTER SIGN PROGRAM APPROVAL FOR THREE WALL SIGNS AT MI TIERRA MERCADO LOCATED AT 1000 BROADWAY AVENUE (APN 012-182-001) IN THE COMMERCIAL MIXED USE (CMX) ZONING DISTRICT.

RECOMMENDATION: Staff recommends approval of Master Sign Program MSP-2026-002

Mitchell Wexler, Assistant Planner, gave a PowerPoint presentation on the Master Sign Program, MSP-2026-002 for a commercial structure at 1000 Broadway for three identical wall signs on three frontages on the building (North, South and West). Staff recommends that the Planning Commission approve Master Sign Program Application No. MSP-2026-002 subject to the project plans and conditions of approval.

Commissioners noted that two of the three Mi Tierra signs had already been installed on the north, and west sides of the building prior to the grand opening. Ms. Rocha explained that the primary considerations are the total sign square footage and compliance with the City's nonconforming sign regulations.

PUBLIC COMMENT:

None

On motion by Commissioner LaMica, and second by Evans, and carried by the following vote, the Planning Commission moved to approve Master Sign Program No. MSP-2026-002 for three wall signs at Mi Tierra Mercado located at 1000 Broadway Avenue (APN 012-182-001) in the Commercial Mixed use (CMX) zoning district.

RESULTS: 6-0-0-0

AYES: Chair Silva, Commissioners Alcaraz, Dodson, Evans, La Mica, Ward

NOYES: None

ABSENT: None

ABSTAIN: None

ACTION: APPROVED & ADOPTED RESOLUTION

B. ARCHITECTURAL REVIEW APPLICATION AR- 2026-002 AND MINOR USE PERMIT MUP-2026-001. PETER MACIEL, PROPERTY OWNER, AND THOMAS RETTENWENDER, PROJECT APPLICANT, REQUEST ARCHITECTURAL REVIEW APPROVAL FOR A SECOND-STORY ADDITION INCLUDING A BALCONY AND DECK TO AN EXISTING ONE-STORY DWELLING AND MINOR USE PERMIT APPROVAL FOR THE PROPOSED FIRST AND SECOND STORIES TO ENCROACH INTO THE REQUIRED SIDE SETBACKS NO FURTHER THAN THE EXISTING NONCONFORMING SETBACKS AT 1828 YOSEMITE STREET (APN 012-621-034) IN THE SINGLE-FAMILY RESIDENTIAL (RS-8) ZONING DISTRICT.

RECOMMENDATION: Staff recommends approval of AR-2026-002 and MUP-2026-001

Beth Rocha, Senior Planner, presented a PowerPoint on Minor Use Permit MUP-2026-001 and Architectural Review Application AR-2026-002 at 1828 Yosemite Street. The Minor Use Permit proposes three areas of a building addition that would encroach into a required setback, not extending further than the existing nonconforming portion of the structure. The Architectural Review application includes a proposed second-story addition, as well as an associated rooftop deck and balcony. Staff recommends that the Planning Commission approve Architectural Review Application AR-2026-002 and Minor Use Permit MUP-2026-001, subject to the project plans and Conditions of Approval.

Discussion Regarding Submittal Requirements and, Project Design

The Commission discussed project submittal requirements and the manner in which information is presented for review. It was noted that the current required setback is 15 feet, and discussion occurred regarding whether the garage could potentially be expanded within the additional 5 feet available in the front setback. The Commission discussed that a detached garage would require a 3-foot setback from the neighboring garage, while an attached garage would require a 5-foot setback. Additional discussion included site constraints, including the curved driveway and entry stair requirements, which may affect the ability to relocate the garage. It was also noted that a maximum of two detached accessory structures are permitted on the property.

Planning staff stated that the Planning Department has recommended approval of the plans as submitted. The Commission discussed a possible gesture of good neighborliness by setting the garage back several feet while maintaining the proposed deck.

Beth Rocha, Senior Planner, explained that each project intake includes a checklist outlining required submittal items. Staff reviews applications for completeness based on those established requirements. She noted that there is a 30-day deadline for completeness review and that there are currently no separate presentation requirements for applicants. Ms. Rocha explained that once the agenda is published on the Friday prior to the meeting, the agenda packet is available and includes project materials such as drawings, resolutions, and staff reports. She noted that Exhibit A represents the physical plans submitted for the project.

Chair Silva suggested that the Commission receive a presentation from staff regarding the current submittal requirements and whether any revisions should be considered. Chair Silva noted that this discussion could be addressed separately from

any individual project or application and suggested that staff could provide information regarding the existing requirements.

Commission Discussion

Commissioner Evans referenced the findings on page 43 of the agenda packet and expressed concerns regarding the proposed balcony, stating that it did not appear necessary from an architectural standpoint and deferring to staff regarding the accuracy of the findings. He noted that the second-story construction extends across the full width of the garage and raised concerns regarding privacy, the orientation of the deck, and potential insurance implications.

Commissioner Dodson stated that the primary concern is the connection between the two garages and expressed that the issue may not be resolved during the current meeting. He suggested that the property owners and representatives explore options for separating the garages to address concerns such as insurance and liability. He acknowledged that the existing site conditions, slope, and home configuration may limit potential changes.

Commissioner LaMica expressed concerns regarding the garage being attached to the neighboring garage and the connection of the garage to the main residence.

Commissioner Alcaraz echoed concerns regarding the attached garage configuration. Commissioner Ward stated that the original connection of the two garages created a significant issue and strongly encouraged the applicant and architect to consider separating the garages to address the underlying concerns rather than continuing the existing condition.

Chair Silva raised the possibility of incorporating a Junior Accessory Dwelling Unit (JADU) into the plans and discussed concerns related to improvements being attached to another residence through the garage connection.

Beth Rocha, Senior Planner, explained that under the current interpretation and guidance from the City Attorney, a JADU requires an internal connection to the primary residence. She noted that habitable space must be attached at the property line to qualify under current regulations.

Chair Silva stated that the concern is not the proposed deck itself, but the extent of improvements being made while the structure remains connected to the neighboring property. He discussed that, given the proposed expansion of the garage, increased footings, and substantial modifications, the applicant may wish to consider removing and reconstructing the garage with a 5-foot separation. He noted that this could potentially address concerns regarding attachment to neighboring garage space, including risks associated with fire separation and impacts to the neighboring property.

PUBLIC COMMENT:

Thomas Rettenwender, applicant and architect for the Maciel family, presented the proposed design. He explained that the home was designed to accommodate multigenerational living, with an emphasis on practicality while remaining within the construction budget. He noted that the proposed lot coverage and floor area ratio are well below the maximum allowed, with a maximum permitted lot coverage of 65% and the proposed project at approximately 43%.

Mr. Rettenwender stated that the existing garage is nonconforming and would remain as is. He explained that the proposed deck above the garage would be located

approximately 8 feet, 7 inches from the property line. He also noted that the subject home is oriented slightly to the north, while the neighboring home is oriented slightly to the south.

Commissioner Evans stated that the project involves an existing nonconforming zero-lot-line condition with a second-story deck above the garage. He expressed concerns regarding the massing and appearance of the garage deck and questioned whether it was architecturally necessary.

Commissioner LaMica asked why the garages were originally constructed attached to one another. Mr. Rettenwender responded that they may have been built at the same time, possibly when the property was a single lot before being subdivided.

Commissioner Alcaraz asked why the deck was necessary and echoed Commissioner Evans' concerns regarding its size and appearance. Mr. Rettenwender explained that extending the deck across the entire garage roof would create setback issues.

Commissioner Ward recommended that future site plans and exhibits clearly depict property lines, sidewalks, and streets. He also asked why plans for the garage roof were not included in the project submittal. During the discussion, it was noted that the garage depth is approximately 21.7 feet, exceeding the 19-foot minimum requirement, and that the conforming garage setback is 5 feet.

Chris Kogan, a resident who has lived behind the subject property for approximately 25 years, acknowledged that property owners are entitled to enjoy their views but noted that there is no legal view protection, as referenced in the staff report. He stated that after observing the project staking and flagging, he contacted the Planning Commission to discuss the proposal. Mr. Kogan also referenced pages 4 and 5 of the staff report during his comments.

Erica Sabin, the property owner immediately south of the project site, explained that her garage is attached to the neighboring garage, creating a more complex situation. She stated that there is no firewall agreement or structural agreement governing the shared garages. Ms. Sabin expressed concerns that the proposed major use permit would increase potential liability and risk and suggested that separating the structures would be the preferable solution. She also raised concerns regarding homeowners' insurance, overlapping eaves, and the need for access to her property to complete construction. Ms. Sabin stated that she would not grant access to her property and noted that a residence valued at approximately \$2 million is attached to her garage.

Lee Campbell, a resident of 1812 Yosemite Drive, stated that he supports Ms. Sabin's comments and appeared in support of her concerns. He noted that he has lived at his residence since 1970.

Cathy Mathews, the property owner at 1817 Yosemite Drive, directly across the street from Ms. Sabin, stated that nearby homes with second-story additions have their upper stories set back significantly. She expressed the opinion that the proposed deck is larger than necessary and encouraged the applicant to be mindful of the neighboring properties.

Michelle Maciel, daughter of the property owner, stated that the home had previously been damaged by fire and that her family is excited to rebuild the property. She said they are looking forward to having a balcony and acknowledged that the project may affect some neighbors' views. She added that her father has worked very hard to bring the project to fruition.

On motion by Commissioner Chair Silva, and second by Alcaraz, and carried by the following vote, the Planning Commission moved to continue Architectural Review Application AR-2026-002 and Minor Use Permit Application MUP-2026-001 to the July 8, 2026, Planning Commission meeting at 6 p.m. to provide the applicant an opportunity to consider the comments raised by the Commission, public feedback, and explore potential revised plans that address the specific concerns related to the garage configuration.

RESULTS: 6-0-0-0

AYES: Chair Silva, Commissioners Alcaraz, Dodson, Evans, La Mica, Ward

NOYES: None

ABSENT: None

ABSTAIN: None

ACTION: APPROVED TO CONTINUE

C.

MASTER SIGN PROGRAM APPLICATION MSP-2026-001. CHARLES THOMPSON, PROPERTY OWNER, AND MEREDITH LOCKLEAR, PROJECT APPLICANT, REQUEST MASTER SIGN PROGRAM APPROVAL FOR THREE WALL SIGNS AND ONE FREESTANDING SIGN WITH TWO DOUBLE-SIDED SIGN FACES FOR A TWO-TENANT COMMERCIAL STRUCTURE AT 1739 DEL MONTE BOULEVARD (APN 011-531-002) IN THE AUTOMOTIVE COMMERCIAL (CA) ZONING DISTRICT.

RECOMMENDATION: Staff recommends the approval of MSP-2026-001

Mitchell Wexler, Assistant Planner, presented a PowerPoint on Master Sign Program Application MSP-2026-001 for 1739 Del Monte Blvd, which proposes a new master sign program for a commercial structure. The proposal includes a total of three wall signs (two replacements and one existing). A freestanding sign, wall sign, and a second wall sign. Staff recommends that the Planning Commission approve Master Sign Program Application MSP-2026-001, subject to the project plans and conditions of approval.

PUBLIC COMMENT:

None

On motion by Commissioner Silva, and second by LaMica, and carried by the following vote, the Planning Commission moved to approve Master Sign Program No. MSP-2026-001 for approval of two wall signs and one free standing sign with the double face for two tenant structures at 1739 Del Monte Blvd.

RESULTS: 6-0-0-0

AYES: Chair Silva, Commissioners Alcaraz, Dodson, Evans, La Mica, Ward

NOYES: None

ABSENT: None

ABSTAIN: None

ACTION: APPROVED & ADOPTED RESOLUTION

7. REPORTS FROM COMMISSIONERS

Chair Silva inquired about the proposed MST route planned along the former railroad corridor between California Avenue and Del Monte Boulevard and asked whether the project is located within the City of Sand City or the City of Seaside.

Mitchell Wexler, Assistant Planner, responded that the project is anticipated to become a shared plaza between the Cities of Seaside and Sand City. Discussion followed regarding future traffic circulation and jurisdictional responsibility. Chair Silva expressed concerns about potential traffic impacts and asked whether the City of Seaside would assume ownership and maintenance responsibilities. He noted that he would not want the project to experience issues similar to those associated with the median bike lane on Fremont Boulevard in Monterey. There was additional discussion that was inaudible but it was about presentations versus what is sent to the Commissioners via email link to the agenda prior to the commission meeting.

Commissioner Evans said it was nice not to have to ask about Mi Tierra

8. REPORTS FROM STAFF

None

9. ADJOURNMENT

With no further business the meeting adjourned at 7:32 p.m.

On motion by Commissioner Evans, and second by Chair Silva, and carried by the following vote, the Planning Commission moved to adjourn

Respectfully submitted,

**Andrew Myrick, Community Development
Housing and Planning Manager**

William Silva, Chair

**Draft Resolution No. 26-XX for 6/24/26
Planning Commission Public Hearing
Agenda Item**

AR-2026-002 and MUP-2026-001

**PLANNING COMMISSION
RESOLUTION NO. 26-XX**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SEASIDE, STATE OF CALIFORNIA, APPROVING ARCHITECTURAL REVIEW APPLICATION NO. AR-2026-002 FOR A SECOND-STORY ADDITION, INCLUDING A BALCONY AND DECK, TO AN EXISTING ONE-STORY DWELLING, AND MINOR USE PERMIT NO. MUP-2026-001 FOR THE PROPOSED FIRST AND SECOND STORIES TO ENCROACH INTO THE REQUIRED SIDE SETBACKS NO FURTHER THAN THE EXISTING NONCONFORMING SETBACKS AT 1828 YOSEMITE STREET (APN: 012-621-034) IN THE SINGLE-FAMILY RESIDENTIAL (RS-8) ZONING DISTRICT.

WHEREAS, Peter Maciel, Property Owner, and Thomas Rettenwender, Applicant, applied for Architectural Review Application No. AR-2026-002 and for Minor Use Permit Application No. MUP-2026-001; and

WHEREAS, the proposed project has been referred to the Planning Commission at the request of the applicant, and it is the responsibility of the Planning Commission to consider and weigh the merits of the application and public input in relation to the policies, standards, and intent of the Seaside General Plan and Seaside Municipal Code; and

WHEREAS, the Planning Commission considered oral comments and written information concerning Architectural Review Application No. AR-2026-002 and Minor Use Permit Application No. MUP-2026-001 at a duly noticed public hearing that the Planning Commission held on June 24, 2026; and

WHEREAS, the Planning Commission unanimously voted to continue the project to July 8, 2026 to provide an opportunity for the property owner and/or applicant to modify the proposed plans in response to public comments received on the applications; and

WHEREAS, the Planning Commission considered oral comments and written information concerning the applications at a duly noticed public hearing that the Planning Commission held on July 8, 2026; and

WHEREAS, Architectural Review is not an activity subject to the California Environmental Quality Act (CEQA) pursuant to 15061(b)(3) of the CEQA guidelines.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission adopts the following finding:

1. The project is Categorically Exempt, Class 1, from the California Environmental Quality Act (CEQA) pursuant to Section 15301(e)(2) of the CEQA Guidelines:

Evidence: All utility needs can be provided by the existing public services and the parcel is not located in an environmentally sensitive location.

BE IT FURTHER RESOLVED, that the Planning Commission adopts the following findings for Minor Use Permit Application No. MUP-2026-001:

1. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.

Evidence: The proposed second story addition would lead to no change in use for the single-family dwelling, which is currently an allowed use for the single-family residential zone (RS-8) per Seaside Municipal Code (SMC) Section 17.12.020, Table 2-1.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Evidence: The Neighborhood Low designation provides residential land uses as the primary intended use, with the development of existing single-family residential neighborhoods included.

3. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity.

Evidence: The proposed project is compatible with the nearby single-family dwellings. The height of the proposed second story addition is compatible with the increased height of existing two-story single-family homes zoned RS-8 in the vicinity and the intent of planned future uses for the area per the General Plan. The proposal is compliant with all development regulations, with the exception of the continuation of the nonconforming setbacks on the north and south elevations. As is the case with nearby decks and balconies on the block face, both elements face Yosemite Street with peripheral views of the front areas of the neighboring properties.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

Evidence: The parcel size is 7,200 SF, with a maximum allowed Floor Area Ratio (FAR) of 0.45 and a maximum allowed site coverage of 65%. The project proposal would maintain an FAR of 0.42 and a site coverage of 43%. No physical constraints to this proposal are present on the property.

5. Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zoning district in which the property is located.

Evidence: The construction of a second story at the existing setback would create continuity along the north and south elevation walls instead of necessitating a small setback off the existing first story. Therefore, granting the permit would not affect the public interest, health, safety, convenience, or welfare, nor would it materially injure

persons, property, or improvements in the vicinity and zone.

BE IT FURTHER RESOLVED, the Planning Commission approves Architectural Review Application No. AR-2026-002 and Minor Use Permit Application No. MUP-2026-001 subject to the following Conditions of Approval:

Planning:

1. Landscaped areas, including trees and other plantings, as well as paving, walls, and fences, shall be regularly maintained.
2. The Zoning Administrator has the authority to approve minor changes to the landscaping, lighting, and architectural finishes of this project, given changes are kept in a similar design style, the colors and materials are within the same design family (metal, wood, composite siding), and the juxtaposition of the materials and colors achieves a similar design balance and aesthetic.
3. The eaves of the roof shall not project closer than a distance of three feet from the side property lines.
4. This approval does not include the conceptual Accessory Dwelling Unit shown on the attached plans, which shall require a separate permit for approval.
5. An exterior light matching the surrounding models shall be placed adjacent to the proposed sliding door leading to the rear yard of the property.

Building:

6. Construction must comply with all requirements of the California Building Code, as amended by the City of Seaside and in effect at the time of Building Permit submittal.

Fire Department:

7. Construction must comply with all requirements of the California Fire Code, as amended by the City of Seaside and in effect at the time of Building Permit submittal.
8. The applicant shall fill out the Fire Sprinkler Calculation Form to determine if fire sprinklers will be required.

Engineering and Public Works:

9. Proposed project must implement stormwater best management practices (BMPs) during construction. (SMC 8.46)
 - a. Applicant required to submit a site-specific Erosion and Sediment Control plan sheet showing locations of material storage and handling, and washout locations (i.e., concrete, stucco, paint). Sample Erosion and Sediment Control Plan attached.
 - b. Applicant required to complete and submit a Storm water Compliance Tracking Form, with signature, attached.
10. Post-development peak stormwater runoff rates shall not exceed the pre-development rate. A pro rata share of the cost of offsite erosion sediment, and flood control improvements and/or for maintenance to the principal drainage way may be required by the city engineer to handle the increased peak runoff and/or sediment generated by the project. (SMC 15.32.170)
 - a. Site plans to clearly show direction of stormwater drainage from new or redeveloped impervious surfaces.
 - b. Drainage shall not be directed to adjacent properties.
 - c. Site plan to clearly denote site coverage type (i.e., landscaping, building, concrete).
 - d. Site plan to include table summarizing existing impervious surface square footage, proposed new impervious surface, redeveloped impervious surface, and total impervious surface.
 - e. Proposed site plans to show location of new and existing downspouts.
 - f. Downspouts and/or overflow from cisterns or rain barrels to be directed to permeable surface.
11. Applicant is required to obtain a sewer permit or waiver from Monterey One Water. Contact Seaside County Sanitation District (SCSD) to assess any additional sewer fees that may apply to the project. This step is necessary to ensure compliance with local regulations and to avoid any delays in the processing of your permit application. SCSD contact email (PGrogan@ci.seaside.ca.us).
12. Applicant to make payment for the TAMC Traffic Fee to the City of Seaside

Building Department.

Standard:

13. Except as modified by the Conditions of Approval, plans submitted for Building Permits must be in compliance with Exhibit A: Project Plans.
14. The applicant agrees as a condition and in consideration of the approval of this permit that they will defend, indemnify, and hold harmless the City of Seaside or its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul this approval. The applicant will reimburse the City for any court costs and attorney's fees, which the City may be required by a court to pay as a result of such action. The City may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve the applicant of their obligations under this condition. The City shall promptly notify the applicant of any such claim, action, or proceeding, and the City shall cooperate fully in the defense thereof.
15. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner prior to issuance of any Building Permit or establishment of any use authorized by the permit.
16. This approval shall become null and void unless a Building Permit application is submitted or authorized use is established within twelve (12) months of July 2, 2026, in accordance with SMC Section 17.64.080.A. Time extensions may be granted in accordance with SMC Section 17.64.080.B. This approval shall also become null and void if the implementing Building Permit application expires.
17. For purposes of assuring compliance, the applicant, agents, representatives, or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Seaside, State of California, on the 8th day of July, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Silva, Chairperson

ATTEST:

Planning Commission Secretary

Exhibits:

Exhibit A: Project Plans

45

ARCHITECTURAL REVIEW APPLICATION NO. AR-2026-002
and
MINOR USE PERMIT APPLICATION NO. MUP-2026-001
RESOLUTION No. 26-XX

This permit is hereby accepted upon the express terms and conditions hereof, and shall have no force or effect unless and until agreed to, in writing, by the applicant and property owner(s).

The undersigned hereby acknowledge the approved terms and conditions and agree to fully conform to, and comply with, said terms and conditions within the time frames approved by the City of Seaside Planning Commission.

Applicant's Signature

Date

Property Owner's Signature

Date

46

Resolution
for 7/8/26 Planning Commission Public
Hearing
AR-2026-002 and MUP-2026-001

**PLANNING COMMISSION
RESOLUTION NO. 26-XX**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SEASIDE, STATE OF CALIFORNIA, APPROVING ARCHITECTURAL REVIEW APPLICATION NO. AR-2026-002 FOR A SECOND-STORY ADDITION, INCLUDING A BALCONY AND DECK, TO AN EXISTING ONE-STORY DWELLING, AND MINOR USE PERMIT NO. MUP-2026-001 FOR THE PROPOSED FIRST AND SECOND STORIES TO ENCROACH INTO THE REQUIRED SIDE SETBACKS NO FURTHER THAN THE EXISTING NONCONFORMING SETBACKS AT 1828 YOSEMITE STREET (APN: 012-621-034) IN THE SINGLE-FAMILY RESIDENTIAL (RS-8) ZONING DISTRICT.

WHEREAS, Peter Maciel, Property Owner, and Thomas Rettenwender, Applicant, applied for Architectural Review Application No. AR-2026-002 and for Minor Use Permit Application No. MUP-2026-001; and

WHEREAS, the proposed project has been referred to the Planning Commission at the request of the applicant, and it is the responsibility of the Planning Commission to consider and weigh the merits of the application and public input in relation to the policies, standards, and intent of the Seaside General Plan and Seaside Municipal Code; and

WHEREAS, the Planning Commission considered oral comments and written information concerning Architectural Review Application No. AR-2026-002 and Minor Use Permit Application No. MUP-2026-001 at a duly noticed public hearing that the Planning Commission held on June 24, 2026.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission adopts the following finding:

1. The project is Categorically Exempt, Class 1, from the California Environmental Quality Act (CEQA) pursuant to Section 15301(e)(2) of the CEQA Guidelines:

Evidence: All utility needs can be provided by the existing public services and the parcel is not located in an environmentally sensitive location.

BE IT FURTHER RESOLVED, that the Planning Commission adopts the following findings for Minor Use Permit Application No. MUP-2026-001:

1. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.

Evidence: The proposed second story addition would lead to no change in use for the single-family dwelling, which is currently an allowed use for the single-family residential zone (RS-8) per Seaside Municipal Code (SMC) Section 17.12.020, Table 2-1.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Evidence: The Neighborhood Low designation provides residential land uses as the primary intended use, with the development of existing single-family residential neighborhoods included.

3. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity.

Evidence: The proposed project is compatible with the nearby single-family dwellings. The height of the proposed second story addition is compatible with the increased height of existing two-story single-family homes zoned RS-8 in the vicinity and the intent of planned future uses for the area per the General Plan. The proposed balcony and rooftop deck are outside of the required setbacks of the property, with the exception of the portion on the ~~southern~~ northern property line where the proposed second story wall matches the setback of the existing first story and encroaches approximately fourfive and five-eighths inches into the side yard setback. As is the case with nearby decks and balconies on the block face, both elements face Yosemite Street with peripheral views of the front areas of the neighboring properties with little exposure to living spaces.

Commented [AM1]: Importance?

Commented [AM2]: Okay but be prepared to have a member of the public challenge this statement.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

Evidence: The parcel size is 7,200 SF, with a maximum allowed Floor Area Ratio (FAR) of 0.45 and a maximum allowed site coverage of 65%. The project proposal would maintain an FAR of 0.424 and a site coverage of 43%. No physical constraints to this proposal are present on the property.

5. Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zoning district in which the property is located.

Evidence: The construction of a second story at the existing setback would create continuity along the wall instead of necessitating a small setback off the existing first story. Therefore, granting the permit would not affect the public interest, health, safety, convenience, or welfare, nor would it materially injure persons, property, or improvements in the vicinity and zone.

Commented [AM3]: This is a finding for the MUP and should be focused on the setback encroachment.

BE IT FURTHER RESOLVED, the Planning Commission approves Architectural Review Application No. AR-2026-002 and Minor Use Permit Application No. MUP-2026-001 subject to the following Conditions of Approval:

Planning:

1. Landscaped areas, including trees and other plantings, as well as paving, walls, and fences, shall be regularly maintained.
2. The Zoning Administrator has the authority to approve minor changes to the landscaping, lighting, and architectural finishes of this project, given changes are kept in a similar design style, the colors and materials are within the same design family (metal, wood, composite siding), and the juxtaposition of the materials and colors achieves a similar design balance and aesthetic.
- 1.3. The eaves of the roof shall not project closer than a distance of three feet from the side property lines.
4. This approval does not include the conceptual Accessory Dwelling Unit shown on the attached plans, which shall require a separate permit for approval.
- 2.5. An exterior light matching the surrounding models shall be placed adjacent to the proposed sliding door leading to the rear yard of the property.

Commented [AM4]: Add standard condition re: ADUs not being a part of the project (Eric should have language from previous projects).

Building:

- 3.6. Construction must comply with all requirements of the California Building Code, as amended by the City of Seaside and in effect at the time of Building Permit submittal.

Fire Department:

- 4.7. Construction must comply with all requirements of the California Fire Code, as amended by the City of Seaside and in effect at the time of Building Permit submittal.
- 5.8. The applicant shall fill out the Fire Sprinkler Calculation Form to determine if fire sprinklers will be required.

Engineering and Public Works:

9. 7. Proposed project must implement stormwater best management practices (BMPs) during construction. (SMC 8.46)
 - a. Applicant required to submit a site-specific Erosion and Sediment Control

plan sheet showing locations of material storage and handling, and washout locations (i.e., concrete, stucco, paint). Sample Erosion and Sediment Control Plan attached.

- ~~b.~~ b-Applicant required to complete and submit a Storm water Compliance Tracking Form, with signature, attached.

~~10. 8.~~ Post-development peak stormwater runoff rates shall not exceed the pre-development rate. A pro rata share of the cost of offsite erosion sediment, and flood control improvements and/or for maintenance to the principal drainage way may be required by the city engineer to handle the increased peak runoff and/or sediment generated by the project. (SMC 15.32.170)

- ~~a.~~ a-Site plans to clearly show direction of stormwater drainage from new or redeveloped impervious surfaces.
- ~~b.~~ b-Drainage shall not be directed to adjacent properties.
- ~~c.~~ c-Site plan to clearly denote site coverage type (i.e., landscaping, building, concrete).
- ~~d.~~ d-Site plan to include table summarizing existing impervious surface square footage, proposed new impervious surface, redeveloped impervious surface, and total impervious surface.
- ~~e.~~ e-Proposed site plans to show location of new and existing downspouts.
- ~~f.~~ f-Downspouts and/or overflow from cisterns or rain barrels to be directed to permeable surface.

~~11. 9.~~ Applicant is required to obtain a sewer permit or waiver from Monterey One Water. Contact Seaside County Sanitation District (SCSD) to assess any additional sewer fees that may apply to the project. This step is necessary to ensure compliance with local regulations and to avoid any delays in the processing of your permit application. SCSD contact email (PGrogan@ci.seaside.ca.us).

~~12. 10.~~ Applicant to make payment for the TAMC Traffic Fee to the City of Seaside Building Department.

Standard:

51

11.13. Except as modified by the Conditions of Approval, plans submitted for Building Permits must be in compliance with Exhibit A: Project Plans.

12.14. The applicant agrees as a condition and in consideration of the approval of this permit that they will defend, indemnify, and hold harmless the City of Seaside or its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul this approval. The applicant will reimburse the City for any court costs and attorney's fees, which the City may be required by a court to pay as a result of such action. The City may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve the applicant of their obligations under this condition. The City shall promptly notify the applicant of any such claim, action, or proceeding, and the City shall cooperate fully in the defense thereof.

13.15. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner prior to issuance of any Building Permit or establishment of any use authorized by the permit.

14.16. This approval shall become null and void unless a Building Permit application is submitted or authorized use is established within twelve (12) months of July 2, 2026, in accordance with SMC Section 17.64.080.A. Time extensions may be granted in accordance with SMC Section 17.64.080.B. This approval shall also become null and void if the implementing Building Permit application expires.

15.17. For purposes of assuring compliance, the applicant, agents, representatives, or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Seaside, State of California, on the 24th day of June, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Silva, Chairperson

ATTEST:

Planning Commission Secretary

Exhibits:

Exhibit A: Project Plans

**ARCHITECTURAL REVIEW APPLICATION NO. AR-2026-002
and
MINOR USE PERMIT APPLICATION NO. MUP-2026-001
RESOLUTION No. 26-XX**

This permit is hereby accepted upon the express terms and conditions hereof, and shall have no force or effect unless and until agreed to, in writing, by the applicant and property owner(s).

The undersigned hereby acknowledge the approved terms and conditions and agree to fully conform to, and comply with, said terms and conditions within the time frames approved by the City of Seaside Planning Commission.

Applicant's Signature

Date

Property Owner's Signature

Date

**PLANNING COMMISSION
RESOLUTION NO. 26-XX**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SEASIDE, STATE OF CALIFORNIA, APPROVING ARCHITECTURAL REVIEW APPLICATION NO. AR-2026-002 FOR A SECOND-STORY ADDITION, INCLUDING A BALCONY AND DECK, TO AN EXISTING ONE-STORY DWELLING, AND MINOR USE PERMIT NO. MUP-2026-001 FOR THE PROPOSED FIRST AND SECOND STORIES TO ENCROACH INTO THE REQUIRED SIDE SETBACKS NO FURTHER THAN THE EXISTING NONCONFORMING SETBACKS AT 1828 YOSEMITE STREET (APN: 012-621-034) IN THE SINGLE-FAMILY RESIDENTIAL (RS-8) ZONING DISTRICT.

WHEREAS, Peter Maciel, Property Owner, and Thomas Rettenwender, Applicant, applied for Architectural Review Application No. AR-2026-002 and for Minor Use Permit Application No. MUP-2026-001; and

WHEREAS, the proposed project has been referred to the Planning Commission at the request of the applicant, and it is the responsibility of the Planning Commission to consider and weigh the merits of the application and public input in relation to the policies, standards, and intent of the Seaside General Plan and Seaside Municipal Code; and

WHEREAS, the Planning Commission considered oral comments and written information concerning Architectural Review Application No. AR-2026-002 and Minor Use Permit Application No. MUP-2026-001 at a duly noticed public hearing that the Planning Commission held on June 24, 2026.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission adopts the following finding:

1. The project is Categorically Exempt, Class 1, from the California Environmental Quality Act (CEQA) pursuant to Section 15301(e)(2) of the CEQA Guidelines:

Evidence: All utility needs can be provided by the existing public services and the parcel is not located in an environmentally sensitive location.

BE IT FURTHER RESOLVED, that the Planning Commission adopts the following findings for Minor Use Permit Application No. MUP-2026-001:

1. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.

Evidence: The proposed second story addition would lead to no change in use for the single-family dwelling, which is currently an allowed use for the single-family residential zone (RS-8) per Seaside Municipal Code (SMC) Section 17.12.020, Table 2-1.

SS

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Evidence: The Neighborhood Low designation provides residential land uses as the primary intended use, with the development of existing single-family residential neighborhoods included.

3. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity.

Evidence: The proposed project is compatible with the nearby single-family dwellings. The height of the proposed second story addition is compatible with the increased height of existing two-story single-family homes zoned RS-8 in the vicinity and the intent of planned future uses for the area per the General Plan. The proposed balcony and rooftop deck are outside of the required setbacks of the property, with the exception of the portion on the northern property line where the proposed second story wall matches the setback of the existing first story and encroaches approximately four and five-eighths inches into the side yard setback. As is the case with nearby decks and balconies on the block face, both elements face Yosemite Street with peripheral views of the front areas of the neighboring properties with little exposure to living spaces.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

Evidence: The parcel size is 7,200 SF, with a maximum allowed Floor Area Ratio (FAR) of 0.45 and a maximum allowed site coverage of 65%. The project proposal would maintain an FAR of 0.42 and a site coverage of 43%. No physical constraints to this proposal are present on the property.

5. Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zoning district in which the property is located.

Evidence: The construction of a second story at the existing setback would create continuity along the wall instead of necessitating a small setback off the existing first story. Therefore, granting the permit would not affect the public interest, health, safety, convenience, or welfare, nor would it materially injure persons, property, or improvements in the vicinity and zone.

BE IT FURTHER RESOLVED, the Planning Commission approves Architectural Review Application No. AR-2026-002 and Minor Use Permit Application No. MUP-2026-001 subject to the following Conditions of Approval:

Planning:

1. Landscaped areas, including trees and other plantings, as well as paving, walls, and fences, shall be regularly maintained.
2. The Zoning Administrator has the authority to approve minor changes to the landscaping, lighting, and architectural finishes of this project, given changes are kept in a similar design style, the colors and materials are within the same design family (metal, wood, composite siding), and the juxtaposition of the materials and colors achieves a similar design balance and aesthetic.
3. The eaves of the roof shall not project closer than a distance of three feet from the side property lines.
4. This approval does not include the conceptual Accessory Dwelling Unit shown on the attached plans, which shall require a separate permit for approval.
5. An exterior light matching the surrounding models shall be placed adjacent to the proposed sliding door leading to the rear yard of the property.

Building:

6. Construction must comply with all requirements of the California Building Code, as amended by the City of Seaside and in effect at the time of Building Permit submittal.

Fire Department:

7. Construction must comply with all requirements of the California Fire Code, as amended by the City of Seaside and in effect at the time of Building Permit submittal.
8. The applicant shall fill out the Fire Sprinkler Calculation Form to determine if fire sprinklers will be required.

Engineering and Public Works:

9. Proposed project must implement stormwater best management practices (BMPs) during construction. (SMC 8.46)
 - a. Applicant required to submit a site-specific Erosion and Sediment Control

plan sheet showing locations of material storage and handling, and washout locations (i.e., concrete, stucco, paint). Sample Erosion and Sediment Control Plan attached.

- b. Applicant required to complete and submit a Storm water Compliance Tracking Form, with signature, attached.
10. Post-development peak stormwater runoff rates shall not exceed the pre-development rate. A pro rata share of the cost of offsite erosion sediment, and flood control improvements and/or for maintenance to the principal drainage way may be required by the city engineer to handle the increased peak runoff and/or sediment generated by the project. (SMC 15.32.170)
 - a. Site plans to clearly show direction of stormwater drainage from new or redeveloped impervious surfaces.
 - b. Drainage shall not be directed to adjacent properties.
 - c. Site plan to clearly denote site coverage type (i.e., landscaping, building, concrete).
 - d. Site plan to include table summarizing existing impervious surface square footage, proposed new impervious surface, redeveloped impervious surface, and total impervious surface.
 - e. Proposed site plans to show location of new and existing downspouts.
 - f. Downspouts and/or overflow from cisterns or rain barrels to be directed to permeable surface.
11. Applicant is required to obtain a sewer permit or waiver from Monterey One Water. Contact Seaside County Sanitation District (SCSD) to assess any additional sewer fees that may apply to the project. This step is necessary to ensure compliance with local regulations and to avoid any delays in the processing of your permit application. SCSD contact email (PGrogan@ci.seaside.ca.us).
12. Applicant to make payment for the TAMC Traffic Fee to the City of Seaside Building Department.

Standard:

13. Except as modified by the Conditions of Approval, plans submitted for Building Permits must be in compliance with Exhibit A: Project Plans.
14. The applicant agrees as a condition and in consideration of the approval of this permit that they will defend, indemnify, and hold harmless the City of Seaside or its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul this approval. The applicant will reimburse the City for any court costs and attorney's fees, which the City may be required by a court to pay as a result of such action. The City may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve the applicant of their obligations under this condition. The City shall promptly notify the applicant of any such claim, action, or proceeding, and the City shall cooperate fully in the defense thereof.
15. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner prior to issuance of any Building Permit or establishment of any use authorized by the permit.
16. This approval shall become null and void unless a Building Permit application is submitted or authorized use is established within twelve (12) months of July 2, 2026, in accordance with SMC Section 17.64.080.A. Time extensions may be granted in accordance with SMC Section 17.64.080.B. This approval shall also become null and void if the implementing Building Permit application expires.
17. For purposes of assuring compliance, the applicant, agents, representatives, or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Seaside, State of California, on the 24th day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Will Silva, Chairperson

ATTEST:

Planning Commission Secretary

Exhibits:

Exhibit A: Project Plans

60

ARCHITECTURAL REVIEW APPLICATION NO. AR-2026-002
and
MINOR USE PERMIT APPLICATION NO. MUP-2026-001
RESOLUTION No. 26-XX

This permit is hereby accepted upon the express terms and conditions hereof, and shall have no force or effect unless and until agreed to, in writing, by the applicant and property owner(s).

The undersigned hereby acknowledge the approved terms and conditions and agree to fully conform to, and comply with, said terms and conditions within the time frames approved by the City of Seaside Planning Commission.

Applicant's Signature

Date

Property Owner's Signature

Date

61

**Architect Design/Plans
for 6/24/26 Planning Commission
Public Hearing
AR-2026-002 and MUP-2026-001**

62

1628 YOSEMITE ST
SEASIDE, CA 92055

DATE _____
 OTHER NAME _____

EXISTING SITE PLAN

A2.0



NAME		DATE	
1	NAME	2	DATE
3	NAME	4	DATE
5	NAME	6	DATE
7	NAME	8	DATE
9	NAME	10	DATE
11	NAME	12	DATE
13	NAME	14	DATE
15	NAME	16	DATE
17	NAME	18	DATE
19	NAME	20	DATE
21	NAME	22	DATE
23	NAME	24	DATE
25	NAME	26	DATE
27	NAME	28	DATE
29	NAME	30	DATE
31	NAME	32	DATE
33	NAME	34	DATE
35	NAME	36	DATE
37	NAME	38	DATE
39	NAME	40	DATE
41	NAME	42	DATE
43	NAME	44	DATE
45	NAME	46	DATE
47	NAME	48	DATE
49	NAME	50	DATE
51	NAME	52	DATE
53	NAME	54	DATE
55	NAME	56	DATE
57	NAME	58	DATE
59	NAME	60	DATE
61	NAME	62	DATE
63	NAME	64	DATE
65	NAME	66	DATE
67	NAME	68	DATE
69	NAME	70	DATE
71	NAME	72	DATE
73	NAME	74	DATE
75	NAME	76	DATE
77	NAME	78	DATE
79	NAME	80	DATE
81	NAME	82	DATE
83	NAME	84	DATE
85	NAME	86	DATE
87	NAME	88	DATE
89	NAME	90	DATE
91	NAME	92	DATE
93	NAME	94	DATE
95	NAME	96	DATE
97	NAME	98	DATE
99	NAME	100	DATE

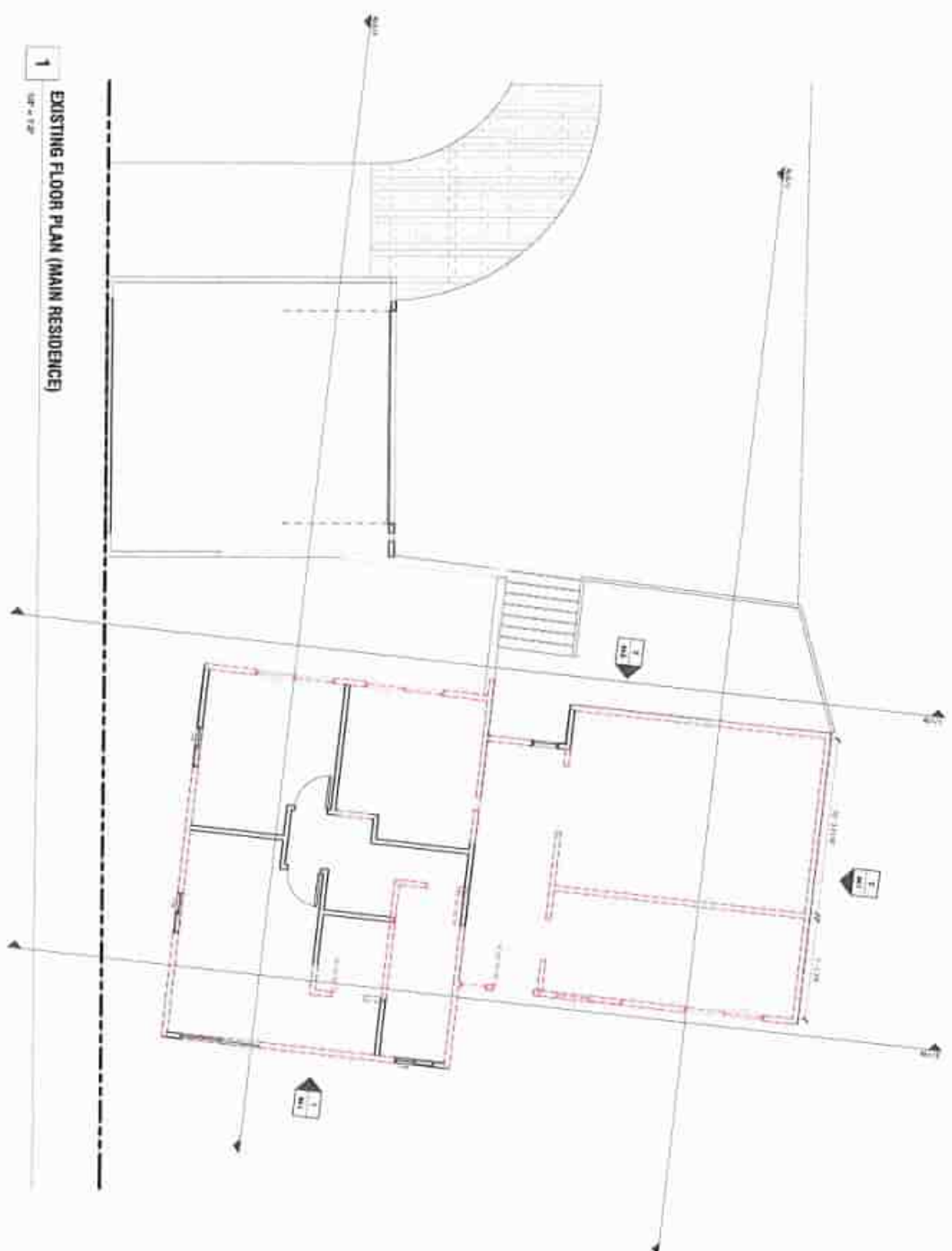
10/11/2016

FIGURE 1
POTENTIAL LIMITATIONS

PROPOSED SITE PLAN

A2.1

[illegible]



1
EXISTING FLOOR PLAN (MAIN RESIDENCE)
1/8" = 1'-0"

YOSEMITE RESIDENCE
YOSEMITE RESIDENCE
1628 YOSEMITE ST
SEASIDE, CA 92055

05/12/2016

NO.	DESCRIPTION	DATE
1	EXISTING FLOOR PLAN (MAIN RESIDENCE)	05/12/2016
2	EXISTING FLOOR PLAN (MAIN RESIDENCE)	05/12/2016
3	EXISTING FLOOR PLAN (MAIN RESIDENCE)	05/12/2016
4	EXISTING FLOOR PLAN (MAIN RESIDENCE)	05/12/2016
5	EXISTING FLOOR PLAN (MAIN RESIDENCE)	05/12/2016
6	EXISTING FLOOR PLAN (MAIN RESIDENCE)	05/12/2016
7	EXISTING FLOOR PLAN (MAIN RESIDENCE)	05/12/2016
8	EXISTING FLOOR PLAN (MAIN RESIDENCE)	05/12/2016
9	EXISTING FLOOR PLAN (MAIN RESIDENCE)	05/12/2016
10	EXISTING FLOOR PLAN (MAIN RESIDENCE)	05/12/2016

DESIGNED BY: J. HARRIS
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS
APPROVED BY: J. HARRIS
DATE: 05/12/2016
PROJECT: YOSEMITE RESIDENCE

EXISTING / DEMO GARAGE

1
PROPOSED 1ST FLOOR PLAN (MAIN RESIDENCE)



YOSEMITE RESIDENCE

YOSEMITE RESIDENCE
1628 YOSEMITE ST
SEASIDE, CA 93955

05/12/2026

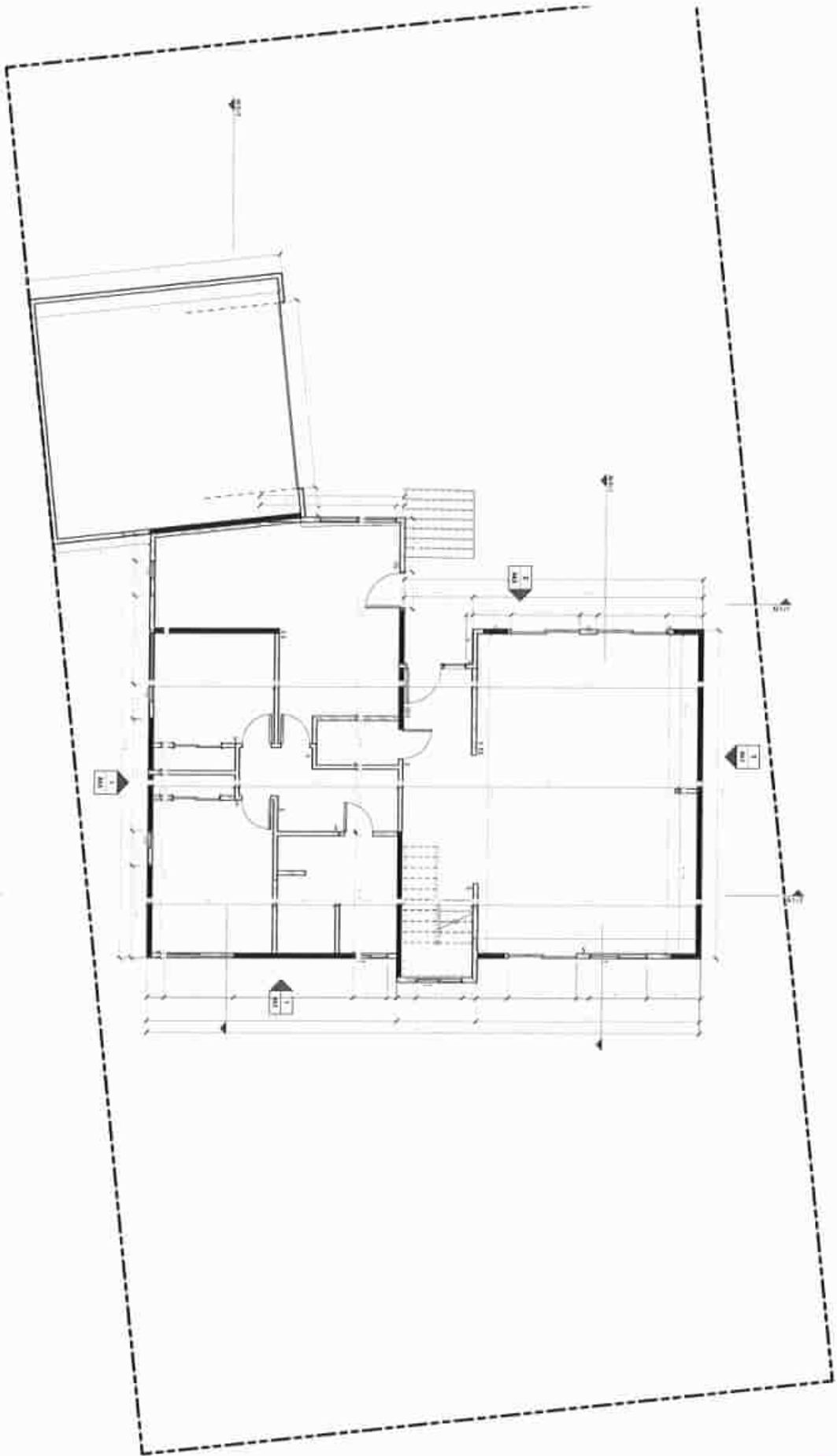
PROPOSED LOWER FLOOR PLAN

A2.3



67

69



YOSEMITE RESIDENCE

YOSEMITE RESIDENCE

1828 YOSEMITE ST
SEASIDE, CA 92081

06/12/2025

OWNER:

THOMAS WETTERBERG
THOMAS WETTERBERG
THOMAS WETTERBERG
THOMAS WETTERBERG
THOMAS WETTERBERG

PROPOSED LOWER FLOOR
DIMENSION PLAN

A2.4

PROPOSED FLOOR PLAN DIMENSIONS

1
PROPOSED UPPER LEVEL FLOOR PLAN



(M) MAIN HOUSE UPPER FLOOR



ECOLOGIC ARCHITECTS
1120 YOSEMITE ST
SEASIDE, CA 92055
TEL: 949.441.1111
WWW.ECOLOGICARCHITECTS.COM

YOSEMITE RESIDENCE
YOSEMITE RESIDENCE
1120 YOSEMITE ST
SEASIDE, CA 92055

06/12/2018

NO.	DESCRIPTION	DATE
1	PROPOSED UPPER LEVEL FLOOR PLAN	06/12/2018

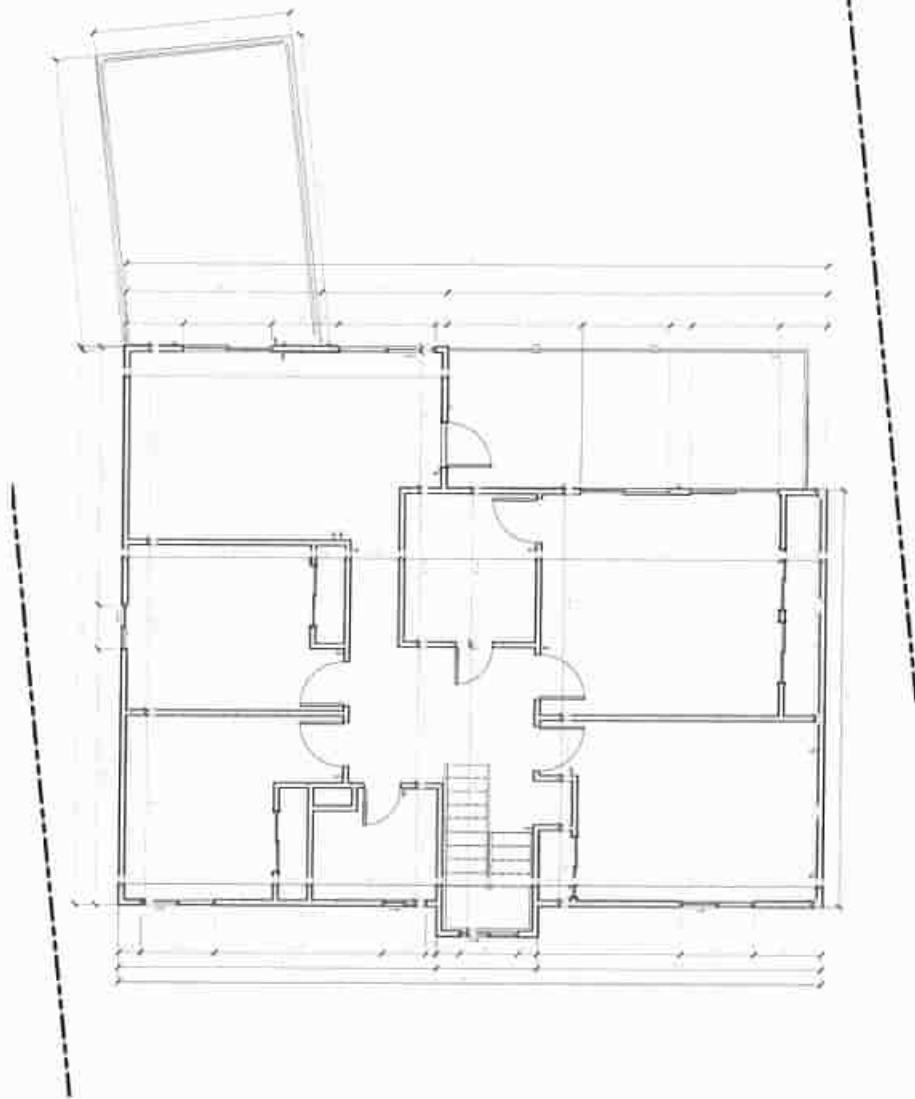
DESIGNED BY
ECOLOGIC ARCHITECTS
1120 YOSEMITE ST
SEASIDE, CA 92055
TEL: 949.441.1111
WWW.ECOLOGICARCHITECTS.COM

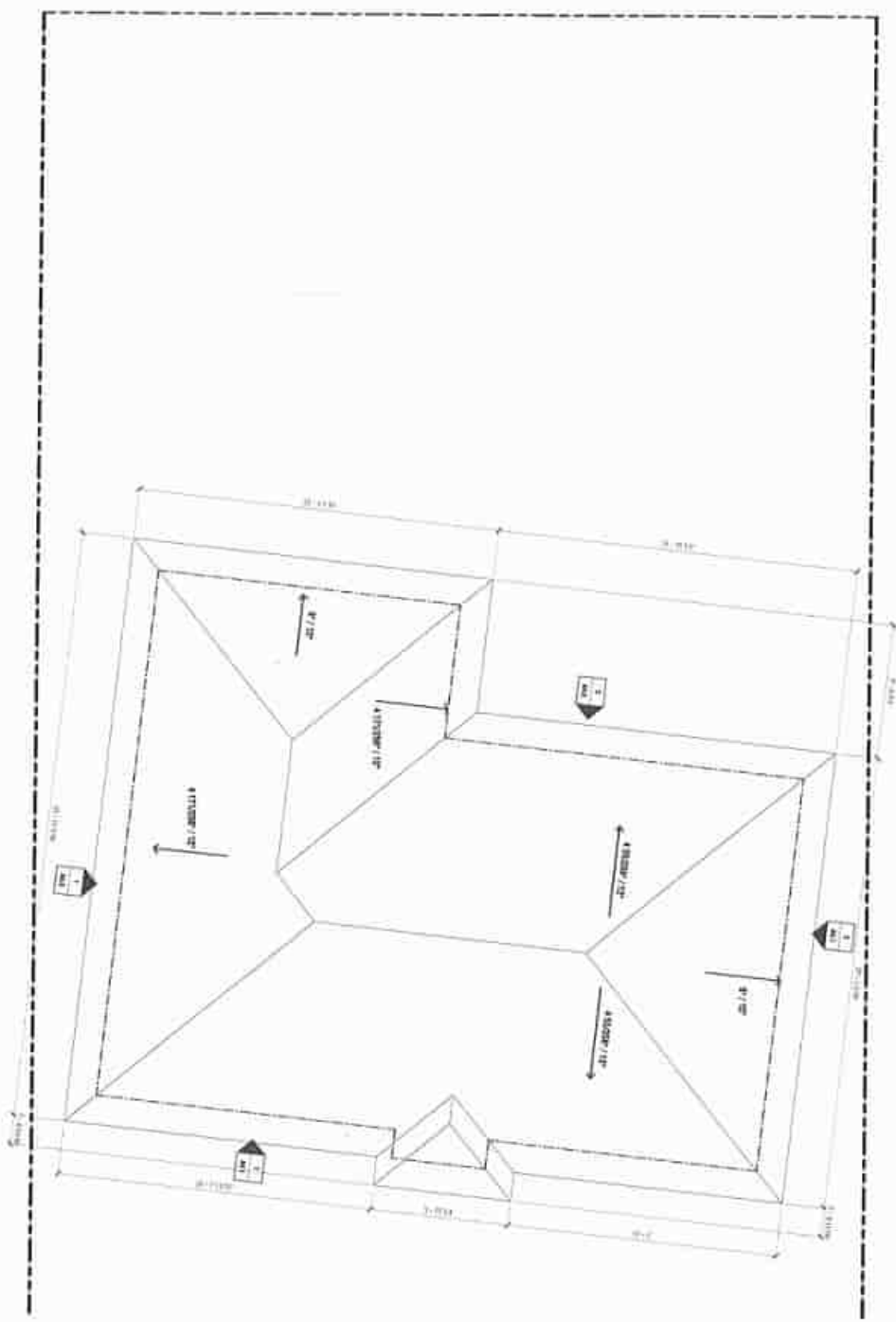
A2.5

69

1
1/8" = 1'-0"

PROPOSED UPPER LEVEL FLOORPLAN DIMENSIONS





UPPER FLOOR ROOF PLAN

YOSEMITE RESIDENCE
 YOSEMITE RESIDENCE
 1820 YOSEMITE ST
 SEASIDE, CA 92055

06/12/2025

NO.	DESCRIPTION	DATE
1	UPPER FLOOR ROOF PLAN	06/12/2025

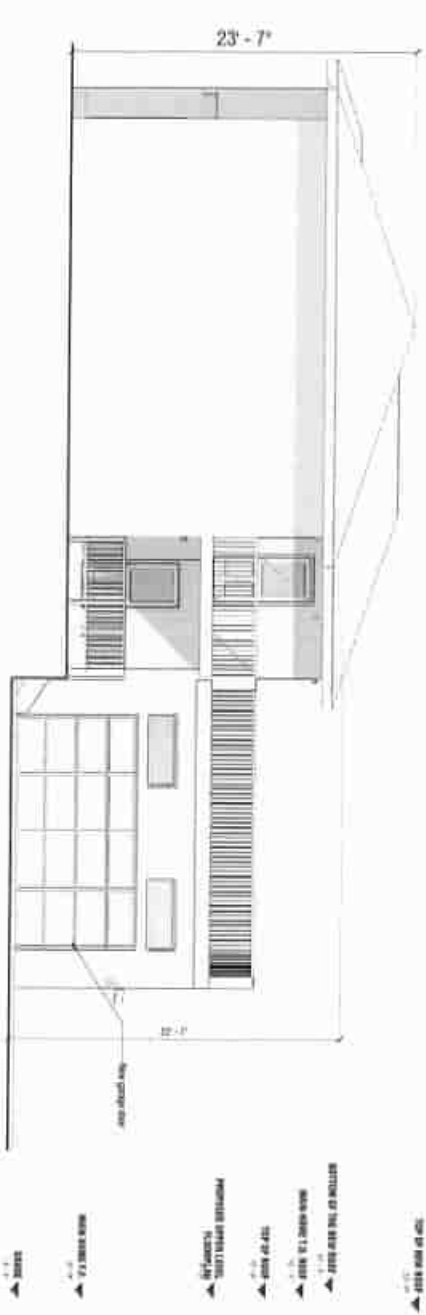


SCALE: 1/8" = 1'-0"

MATERIALS : SEE TITLE SHEET A1.0

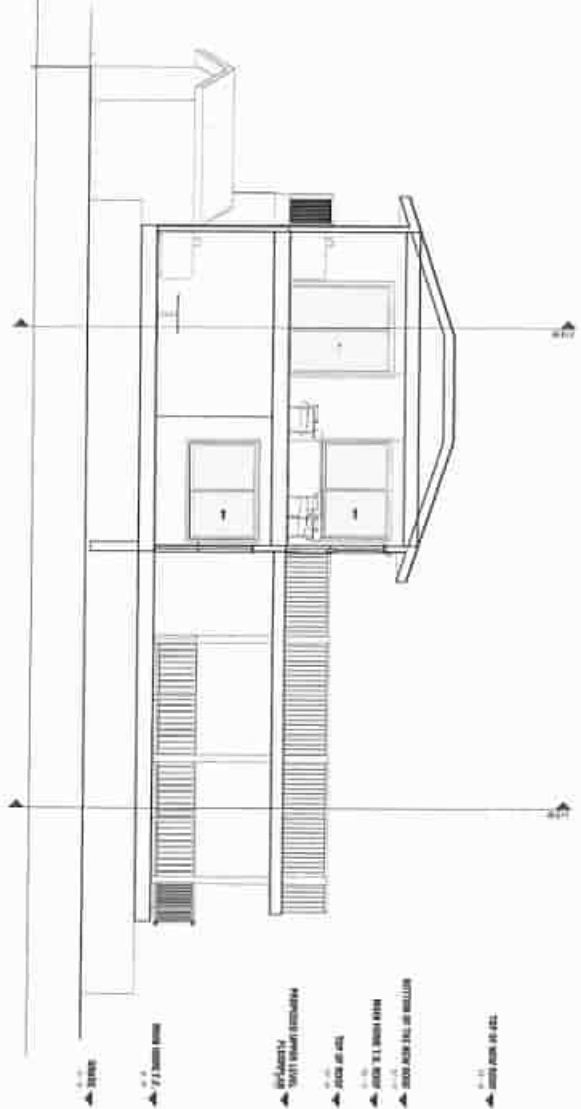


1 EAST
1/8" = 1'-0"

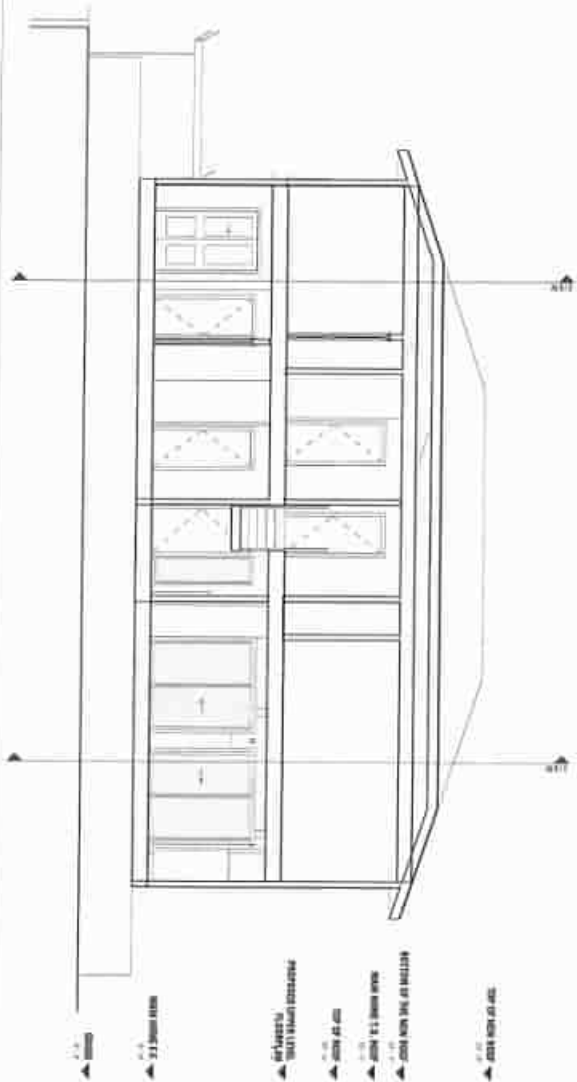


2 NORTH
1/8" = 1'-0"

Section 3
1



Section 4
2



Page

YOSEMITE RESIDENCE

YOSEMITE RESIDENCE
1126 YOSEMITE ST
SEASIDE, CA 92555

05/12/2025

SECTION 2

A5.1

A 3D architectural rendering of a modern multi-story residential building. The building features a central courtyard with a paved area and a small green space. The building has multiple balconies with glass railings and large windows. The facade is a mix of light and dark tones. The rendering is shown from a perspective view, highlighting the building's structure and surrounding environment.

ALIENS SUBMITTAL

[illegible]

Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	

SITE COVERAGE

[illegible]

SCOPE OF WORK

Remove the lining with a 6-1/2" and 2nd layer cotton, machine and hand-stitched design, and the same with these pieces.

CODE COMPLIANCE

- [illegible]

VICINITY MAP

PROMOTED COLORS AND MATERIALS



01234567891011121314151617181920212223242526272829303132333435363738394041424344454647484950515253545556575859606162636465666768697071727374757677787980818283848586878889909192939495969798991001011021031041051061071081091101111121131141151161171181191201211221231241251261271281291301311321331341351361371381391401411421431441451461471481491501511521531541551561571581591601611621631641651661671681691701711721731741751761771781791801811821831841851861871881891901911921931941951961971981992002012022032042052062072082092102112122132142152162172182192202212222232242252262272282292302312322332342352362372382392402412422432442452462472482492502512522532542552562572582592602612622632642652662672682692702712722732742752762772782792802812822832842852862872882892902912922932942952962972982993003013023033043053063073083093103113123133143153163173183193203213223233243253263273283293303313323333343353363373383393403413423433443453463473483493503513523533543553563573583593603613623633643653663673683693703713723733743753763773783793803813823833843853863873883893903913923933943953963973983994004014024034044054064074084094104114124134144154164174184194204214224234244254264274284294304314324334344354364374384394404414424434444454464474484494504514524534544554564574584594604614624634644654664674684694704714724734744754764774784794804814824834844854864874884894904914924934944954964974984995005015025035045055065075085095105115125135145155165175185195205215225235245255265275285295305315325335345355365375385395405415425435445455465475485495505515525535545555565575585595605615625635645655665675685695705715725735745755765775785795805815825835845855865875885895905915925935945955965975985996006016026036046056066076086096106116126136146156166176186196206216226236246256266276286296306316326336346356366376386396406416426436446456466476486496506516526536546556566576586596606616626636646656666676686696706716726736746756766776786796806816826836846856866876886896906916926936946956966976986997007017027037047057067077087097107117127137147157167177187197207217227237247257267277287297307317327337347357367377387397407417427437447457467477487497507517527537547557567577587597607617627637647657667677687697707717727737747757767777787797807817827837847857867877887897907917927937947957967977987998008018028038048058068078088098108118128138148158168178188198208218228238248258268278288298308318328338348358368378388398408418428438448458468478488498508518528538548558568578588598608618628638648658668678688698708718728738748758768778788798808818828838848858868878888898908918928938948958968978988999009019029039049059069079089099109119129139149159169179189199209219229239249259269279289299309319329339349359369379389399409419429439449459469479489499509519529539549559569579589599609619629639649659669679689699709719729739749759769779789799809819829839849859869879889899909919929939949959969979989991000100110021003100410051006100710081009101010111012101310141015101610171018101910201021102210231024102510261027102810291030103110321033103410351036103710381039104010411042104310441045104610471048104910501051105210531054105510561057105810591060106110621063106410651066106710681069107010711072107310741075107610771078107910801081108210831084108510861087108810891090109110921093109410951096109710981099110011011102110311041105110611071108110911101111111211131114111511161117111811191120112111221123112411251126112711281129113011311132113311341135113611371138113911401141114211431144114511461147114811491150115111521153115411551156115711581159116011611162116311641165116611671168116911701171117211731174117511761177117811791180118111821183118411851186118711881189119011911192119311941195119611971198119912001201120212031204120512061207120812091210121112121213121412151216121712181219122012211222122312241225122612271228122912301231123212331234123512361237123812391240124112421243124412451246124712481249125012511252125312541255125612571258125912601261126212631264126512661267126812691270127112721273127412751276127712781279128012811282128312841285128612871288128912901291129212931294129512961297129812991300

© 2003 Blackwell Publishing Ltd
Journal of Internal Medicine 253: 105–112



EXTENSION LITERATURE

CHARTERED ACCOUNTANTS & COST
ACCOUNTS



ROOFING

It must also be noted



DECORATIVE

1300-1305 1300-1305 1300-1305



EXTENSION

It is important to get the right people involved in the design process. The design team should include people from all levels of the organization, including those who will be responsible for implementing the design. This will help to ensure that the design is practical and that everyone is committed to its success.



WINDOWS

RESEARCH CENTER FOR ENVIRONMENTAL PROTECTION
STATION 1700, 2001

DECK POST

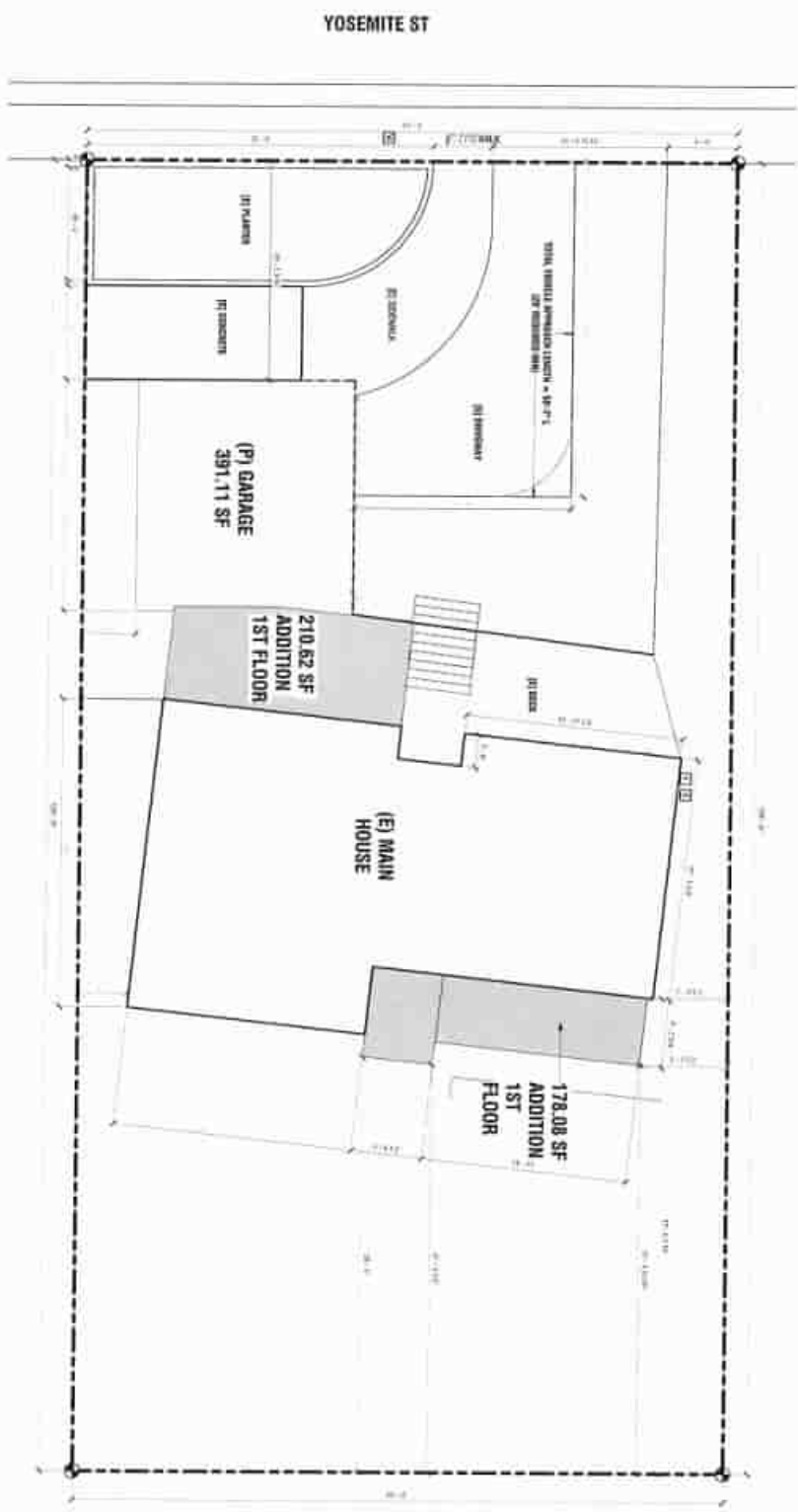
© 2000 Blackwell Science Ltd

DRAWING LIST

[illegible]



8000 J STREET
SUITE 100
SAN JOSE, CA 95128
(408) 261-1000
WWW.ECLOGICARCHITECT.COM



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

SYMBOL	DESCRIPTION
[Symbol]	EXISTING LOT LINE
[Symbol]	PROPOSED LOT LINE
[Symbol]	PROPOSED DRIVEWAY
[Symbol]	PROPOSED PARKING
[Symbol]	PROPOSED WALKWAY
[Symbol]	PROPOSED FENCE
[Symbol]	PROPOSED SETBACK
[Symbol]	PROPOSED EASEMENT
[Symbol]	PROPOSED UTILITY
[Symbol]	PROPOSED LANDSCAPE
[Symbol]	PROPOSED WATER FEATURE
[Symbol]	PROPOSED STRUCTURE
[Symbol]	PROPOSED POOL
[Symbol]	PROPOSED DECK
[Symbol]	PROPOSED PORCH
[Symbol]	PROPOSED PATIO
[Symbol]	PROPOSED TERRACE
[Symbol]	PROPOSED BALCONY
[Symbol]	PROPOSED STAIRS
[Symbol]	PROPOSED RAMP
[Symbol]	PROPOSED CURB
[Symbol]	PROPOSED STREET LIGHT
[Symbol]	PROPOSED SIGN
[Symbol]	PROPOSED FURNITURE
[Symbol]	PROPOSED PLANTING
[Symbol]	PROPOSED TREES
[Symbol]	PROPOSED SHRUBS
[Symbol]	PROPOSED FLOWERS
[Symbol]	PROPOSED GRASS
[Symbol]	PROPOSED SOIL
[Symbol]	PROPOSED ROCK
[Symbol]	PROPOSED SAND
[Symbol]	PROPOSED GRAVEL
[Symbol]	PROPOSED ASPHALT
[Symbol]	PROPOSED CONCRETE
[Symbol]	PROPOSED BRICK
[Symbol]	PROPOSED TILE
[Symbol]	PROPOSED STONE
[Symbol]	PROPOSED WOOD
[Symbol]	PROPOSED METAL
[Symbol]	PROPOSED GLASS
[Symbol]	PROPOSED PLASTIC
[Symbol]	PROPOSED RUBBER
[Symbol]	PROPOSED LEATHER
[Symbol]	PROPOSED CLOTH
[Symbol]	PROPOSED PAPER
[Symbol]	PROPOSED CARDBOARD
[Symbol]	PROPOSED GLASS
[Symbol]	PROPOSED METAL
[Symbol]	PROPOSED WOOD
[Symbol]	PROPOSED PLASTIC
[Symbol]	PROPOSED RUBBER
[Symbol]	PROPOSED LEATHER
[Symbol]	PROPOSED CLOTH
[Symbol]	PROPOSED PAPER
[Symbol]	PROPOSED CARDBOARD

YOSEMITE RESIDENCE

YOSEMITE RESIDENCE
1828 YOSEMITE ST
SEASIDE, CA 93955

06/28/2025

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	06/28/2025
2	ISSUED FOR PERMIT	06/28/2025
3	ISSUED FOR PERMIT	06/28/2025
4	ISSUED FOR PERMIT	06/28/2025
5	ISSUED FOR PERMIT	06/28/2025
6	ISSUED FOR PERMIT	06/28/2025
7	ISSUED FOR PERMIT	06/28/2025
8	ISSUED FOR PERMIT	06/28/2025
9	ISSUED FOR PERMIT	06/28/2025
10	ISSUED FOR PERMIT	06/28/2025
11	ISSUED FOR PERMIT	06/28/2025
12	ISSUED FOR PERMIT	06/28/2025
13	ISSUED FOR PERMIT	06/28/2025
14	ISSUED FOR PERMIT	06/28/2025
15	ISSUED FOR PERMIT	06/28/2025
16	ISSUED FOR PERMIT	06/28/2025
17	ISSUED FOR PERMIT	06/28/2025
18	ISSUED FOR PERMIT	06/28/2025
19	ISSUED FOR PERMIT	06/28/2025
20	ISSUED FOR PERMIT	06/28/2025
21	ISSUED FOR PERMIT	06/28/2025
22	ISSUED FOR PERMIT	06/28/2025
23	ISSUED FOR PERMIT	06/28/2025
24	ISSUED FOR PERMIT	06/28/2025
25	ISSUED FOR PERMIT	06/28/2025
26	ISSUED FOR PERMIT	06/28/2025
27	ISSUED FOR PERMIT	06/28/2025
28	ISSUED FOR PERMIT	06/28/2025
29	ISSUED FOR PERMIT	06/28/2025
30	ISSUED FOR PERMIT	06/28/2025
31	ISSUED FOR PERMIT	06/28/2025
32	ISSUED FOR PERMIT	06/28/2025
33	ISSUED FOR PERMIT	06/28/2025
34	ISSUED FOR PERMIT	06/28/2025
35	ISSUED FOR PERMIT	06/28/2025
36	ISSUED FOR PERMIT	06/28/2025
37	ISSUED FOR PERMIT	06/28/2025
38	ISSUED FOR PERMIT	06/28/2025
39	ISSUED FOR PERMIT	06/28/2025
40	ISSUED FOR PERMIT	06/28/2025
41	ISSUED FOR PERMIT	06/28/2025
42	ISSUED FOR PERMIT	06/28/2025
43	ISSUED FOR PERMIT	06/28/2025
44	ISSUED FOR PERMIT	06/28/2025
45	ISSUED FOR PERMIT	06/28/2025
46	ISSUED FOR PERMIT	06/28/2025
47	ISSUED FOR PERMIT	06/28/2025
48	ISSUED FOR PERMIT	06/28/2025
49	ISSUED FOR PERMIT	06/28/2025
50	ISSUED FOR PERMIT	06/28/2025
51	ISSUED FOR PERMIT	06/28/2025
52	ISSUED FOR PERMIT	06/28/2025
53	ISSUED FOR PERMIT	06/28/2025
54	ISSUED FOR PERMIT	06/28/2025
55	ISSUED FOR PERMIT	06/28/2025
56	ISSUED FOR PERMIT	06/28/2025
57	ISSUED FOR PERMIT	06/28/2025
58	ISSUED FOR PERMIT	06/28/2025
59	ISSUED FOR PERMIT	06/28/2025
60	ISSUED FOR PERMIT	06/28/2025
61	ISSUED FOR PERMIT	06/28/2025
62	ISSUED FOR PERMIT	06/28/2025
63	ISSUED FOR PERMIT	06/28/2025
64	ISSUED FOR PERMIT	06/28/2025
65	ISSUED FOR PERMIT	06/28/2025
66	ISSUED FOR PERMIT	06/28/2025
67	ISSUED FOR PERMIT	06/28/2025
68	ISSUED FOR PERMIT	06/28/2025
69	ISSUED FOR PERMIT	06/28/2025
70	ISSUED FOR PERMIT	06/28/2025
71	ISSUED FOR PERMIT	06/28/2025
72	ISSUED FOR PERMIT	06/28/2025
73	ISSUED FOR PERMIT	06/28/2025
74	ISSUED FOR PERMIT	06/28/2025
75	ISSUED FOR PERMIT	06/28/2025
76	ISSUED FOR PERMIT	06/28/2025
77	ISSUED FOR PERMIT	06/28/2025
78	ISSUED FOR PERMIT	06/28/2025
79	ISSUED FOR PERMIT	06/28/2025
80	ISSUED FOR PERMIT	06/28/2025
81	ISSUED FOR PERMIT	06/28/2025
82	ISSUED FOR PERMIT	06/28/2025
83	ISSUED FOR PERMIT	06/28/2025
84	ISSUED FOR PERMIT	06/28/2025
85	ISSUED FOR PERMIT	06/28/2025
86	ISSUED FOR PERMIT	06/28/2025
87	ISSUED FOR PERMIT	06/28/2025
88	ISSUED FOR PERMIT	06/28/2025
89	ISSUED FOR PERMIT	06/28/2025
90	ISSUED FOR PERMIT	06/28/2025
91	ISSUED FOR PERMIT	06/28/2025
92	ISSUED FOR PERMIT	06/28/2025
93	ISSUED FOR PERMIT	06/28/2025
94	ISSUED FOR PERMIT	06/28/2025
95	ISSUED FOR PERMIT	06/28/2025
96	ISSUED FOR PERMIT	06/28/2025
97	ISSUED FOR PERMIT	06/28/2025
98	ISSUED FOR PERMIT	06/28/2025
99	ISSUED FOR PERMIT	06/28/2025
100	ISSUED FOR PERMIT	06/28/2025

PROJECT: YOSEMITE RESIDENCE
OWNER: [Redacted]
ARCHITECT: ECLOGIC ARCHITECT
DATE: 06/28/2025
SCALE: 1/8" = 1'-0"

1





Ecologic
Architects

SCALE: 1/8" = 1'-0"
DATE: 06/26/2025
PROJECT: YOSEMITE RESIDENCE
SHEET: A2.3

YOSEMITE RESIDENCE

YOSEMITE RESIDENCE
1828 YOSEMITE ST
SEASIDE, CA 92055

06/26/2025

NO.	REVISION	DATE

DATE: 06/26/2025
PROJECT: YOSEMITE RESIDENCE
SHEET: A2.3

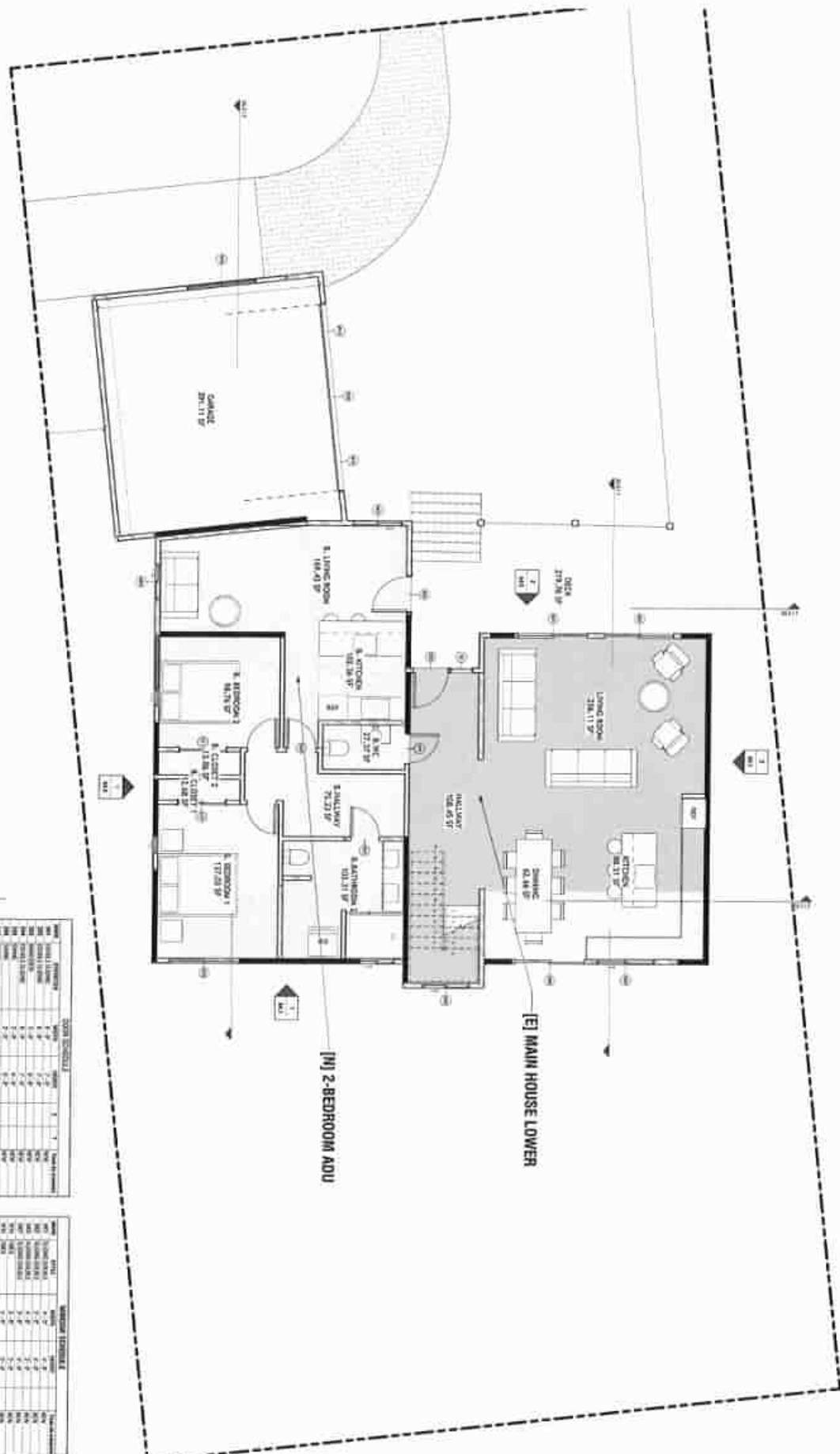
PROPOSED LOWER FLOOR PLAN

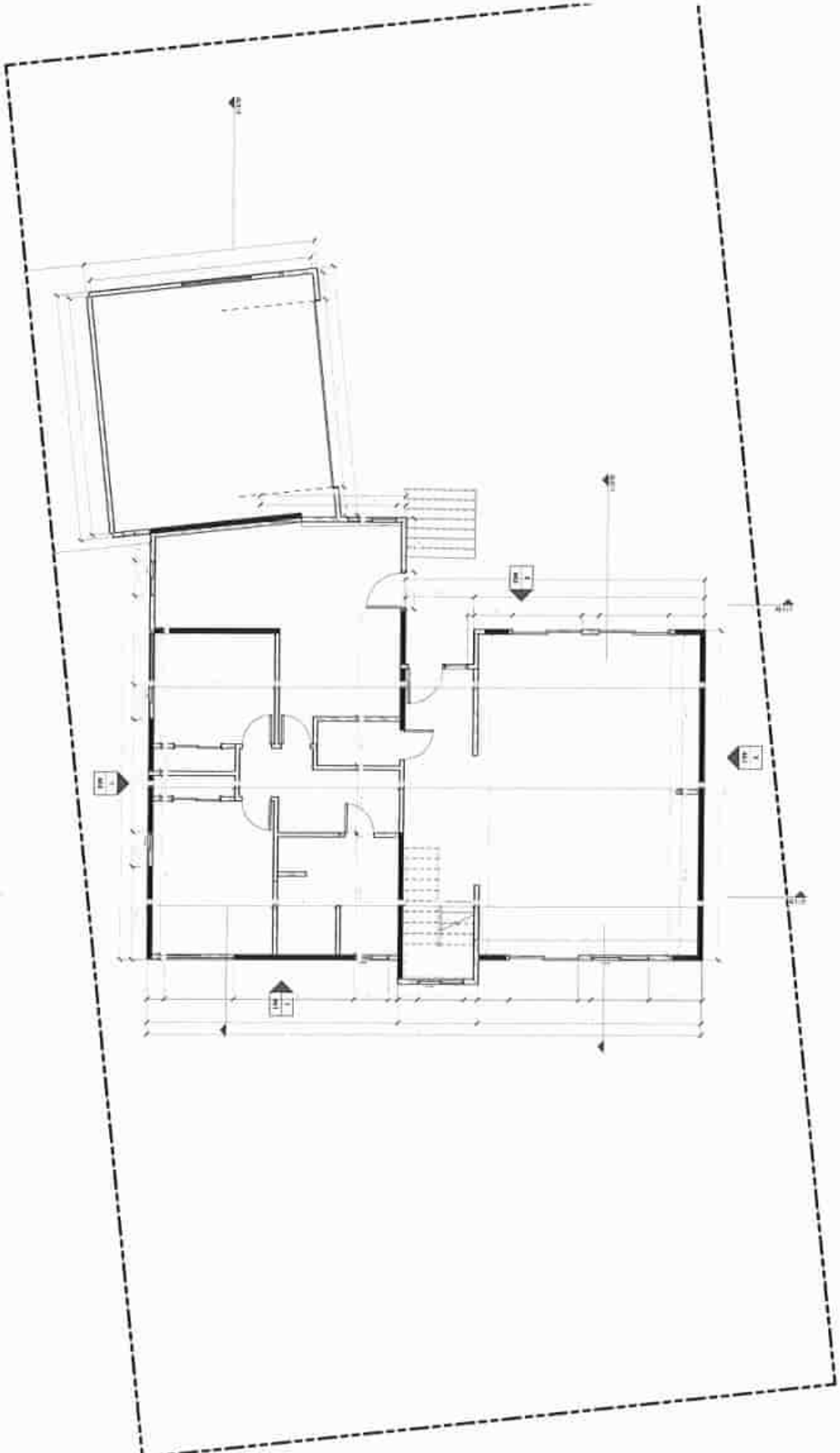
ROOM SCHEDULE									
NO.	ROOM	AREA	FIN.	CEILING	FLOOR	WALL	DOOR	SWITCH	NOTES
1	Living Room	278.11 SF	1	9'	1"	1/2"	1"	1"	Living Room
2	Kitchen	82.46 SF	1	9'	1"	1/2"	1"	1"	Kitchen
3	Dining Room	121.31 SF	1	9'	1"	1/2"	1"	1"	Dining Room
4	Bedroom 1	117.28 SF	1	9'	1"	1/2"	1"	1"	Bedroom 1
5	Bedroom 2	86.78 SF	1	9'	1"	1/2"	1"	1"	Bedroom 2
6	Bathroom	73.23 SF	1	9'	1"	1/2"	1"	1"	Bathroom
7	Hallway	103.31 SF	1	9'	1"	1/2"	1"	1"	Hallway
8	Closet 1	11.88 SF	1	9'	1"	1/2"	1"	1"	Closet 1
9	Closet 2	11.88 SF	1	9'	1"	1/2"	1"	1"	Closet 2
10	Closet 3	11.88 SF	1	9'	1"	1/2"	1"	1"	Closet 3
11	Deck	278.11 SF	1	9'	1"	1/2"	1"	1"	Deck
12	Garage	278.11 SF	1	9'	1"	1/2"	1"	1"	Garage

FINISH SCHEDULE									
NO.	FINISH	AREA	FIN.	CEILING	FLOOR	WALL	DOOR	SWITCH	NOTES
1	Living Room	278.11 SF	1	9'	1"	1/2"	1"	1"	Living Room
2	Kitchen	82.46 SF	1	9'	1"	1/2"	1"	1"	Kitchen
3	Dining Room	121.31 SF	1	9'	1"	1/2"	1"	1"	Dining Room
4	Bedroom 1	117.28 SF	1	9'	1"	1/2"	1"	1"	Bedroom 1
5	Bedroom 2	86.78 SF	1	9'	1"	1/2"	1"	1"	Bedroom 2
6	Bathroom	73.23 SF	1	9'	1"	1/2"	1"	1"	Bathroom
7	Hallway	103.31 SF	1	9'	1"	1/2"	1"	1"	Hallway
8	Closet 1	11.88 SF	1	9'	1"	1/2"	1"	1"	Closet 1
9	Closet 2	11.88 SF	1	9'	1"	1/2"	1"	1"	Closet 2
10	Closet 3	11.88 SF	1	9'	1"	1/2"	1"	1"	Closet 3
11	Deck	278.11 SF	1	9'	1"	1/2"	1"	1"	Deck
12	Garage	278.11 SF	1	9'	1"	1/2"	1"	1"	Garage

PROPOSED 1ST FLOOR PLAN (MAIN RESIDENCE)

1/8" = 1'-0"





YOSEMITE RESIDENCE

YOSEMITE RESIDENCE
162R YOSEMITE ST
SEASIDE, CA 93955

06/29/2016

NO.	DESCRIPTION	DATE
1	PROPOSED FLOOR PLAN DIMENSIONS	06/29/2016

ARCHITECT
ECOLOGIC ARCHITECTS

DESIGNER
ECOLOGIC ARCHITECTS
162R YOSEMITE ST
SEASIDE, CA 93955
(708) 444-4444

PROPOSED LOWER FLOOR
DIMENSION PLAN

YOSEMITE RESIDENCE

YOSEMITE RESIDENCE

1020 YOSEMITE ST
SEASIDE, CA 92085

06/29/2015

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	06/29/2015
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

PROJECT: YOSEMITE RESIDENCE
SHEET: 1 OF 1
DATE: 06/29/2015
DRAWN BY: [Name]
CHECKED BY: [Name]

PROPOSED UPPER FLOOR PLAN

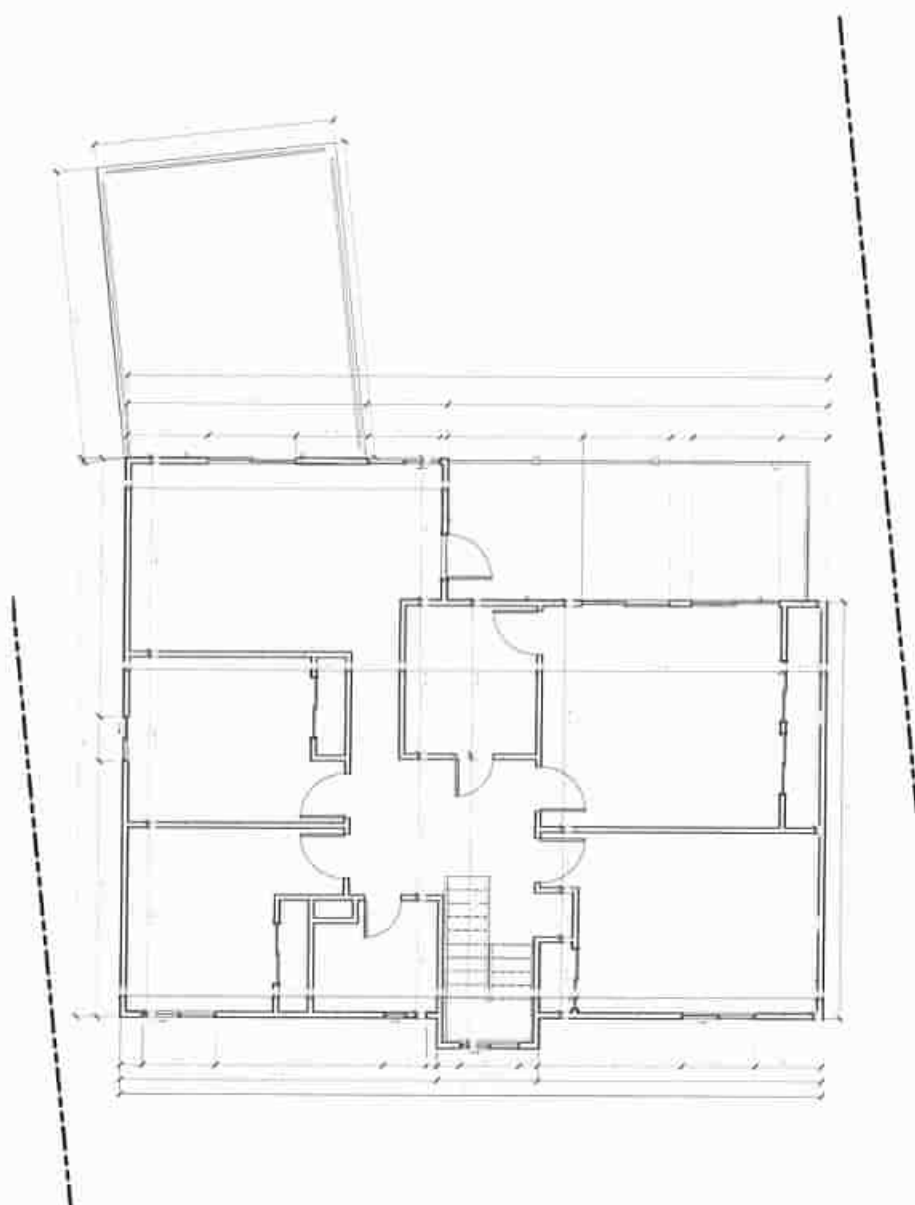
A2.5



(N) MAIN HOUSE UPPER FLOOR

1 PROPOSED UPPER LEVEL FLOOR PLAN

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	06/29/2015
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	



1 PROPOSED UPPER LEVEL FLOORPLAN DIMENSIONS
1/8" = 1'-0"

YOSEMITE RESIDENCE
YOSEMITE RESIDENCE
1628 YOSEMITE ST
SEASIDE, CA 93955

06/26/2016

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	06/26/2016
2	FOR REVIEW BY THE CITY OF SEASIDE	06/26/2016
3	FOR REVIEW BY THE CITY OF SEASIDE	06/26/2016
4	FOR REVIEW BY THE CITY OF SEASIDE	06/26/2016
5	FOR REVIEW BY THE CITY OF SEASIDE	06/26/2016
6	FOR REVIEW BY THE CITY OF SEASIDE	06/26/2016
7	FOR REVIEW BY THE CITY OF SEASIDE	06/26/2016
8	FOR REVIEW BY THE CITY OF SEASIDE	06/26/2016
9	FOR REVIEW BY THE CITY OF SEASIDE	06/26/2016
10	FOR REVIEW BY THE CITY OF SEASIDE	06/26/2016

PROJECT: YOSEMITE RESIDENCE
OWNER: JAMES & JILL
ARCHITECT: ECOLOGIC ARCHITECTS
DATE: 06/26/2016

A2.6



100

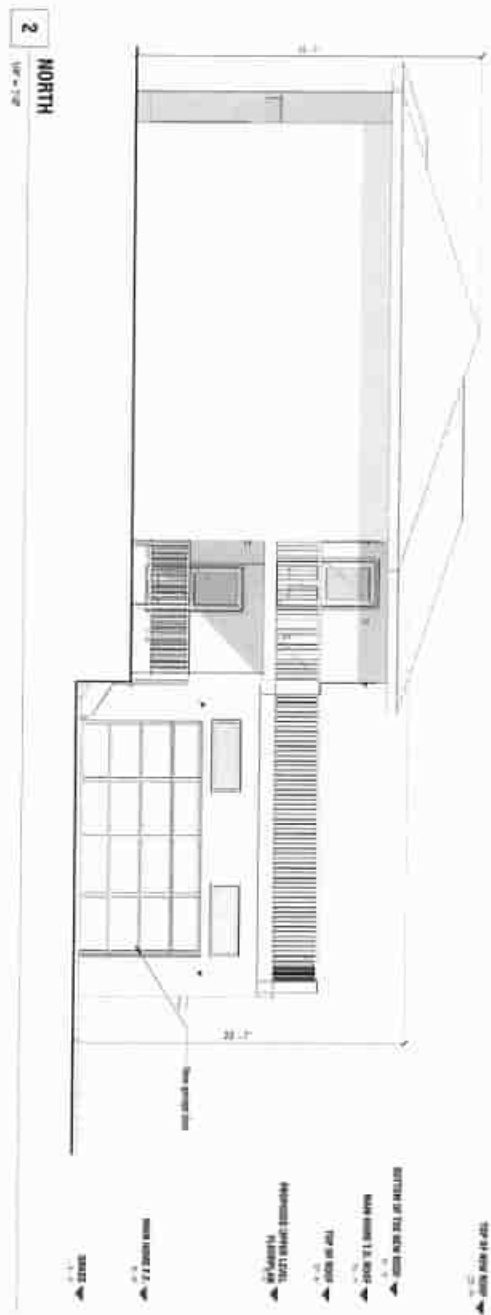


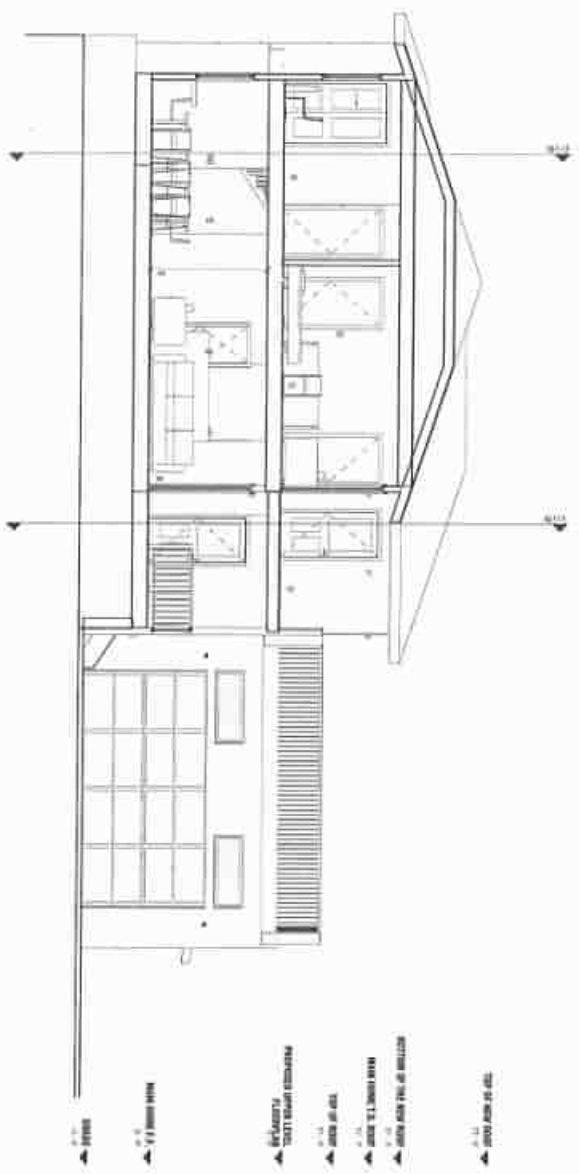
1.00	100.00	100.00
2.00	200.00	200.00
3.00	300.00	300.00
4.00	400.00	400.00
5.00	500.00	500.00
6.00	600.00	600.00
7.00	700.00	700.00
8.00	800.00	800.00
9.00	900.00	900.00
10.00	1000.00	1000.00
11.00	1100.00	1100.00
12.00	1200.00	1200.00
13.00	1300.00	1300.00
14.00	1400.00	1400.00
15.00	1500.00	1500.00
16.00	1600.00	1600.00
17.00	1700.00	1700.00
18.00	1800.00	1800.00
19.00	1900.00	1900.00
20.00	2000.00	2000.00
21.00	2100.00	2100.00
22.00	2200.00	2200.00
23.00	2300.00	2300.00
24.00	2400.00	2400.00
25.00	2500.00	2500.00
26.00	2600.00	2600.00
27.00	2700.00	2700.00
28.00	2800.00	2800.00
29.00	2900.00	2900.00
30.00	3000.00	3000.00
31.00	3100.00	3100.00
32.00	3200.00	3200.00
33.00	3300.00	3300.00
34.00	3400.00	3400.00
35.00	3500.00	3500.00
36.00	3600.00	3600.00
37.00	3700.00	3700.00
38.00	3800.00	3800.00
39.00	3900.00	3900.00
40.00	4000.00	4000.00
41.00	4100.00	4100.00
42.00	4200.00	4200.00
43.00	4300.00	4300.00
44.00	4400.00	4400.00
45.00	4500.00	4500.00
46.00	4600.00	4600.00
47.00	4700.00	4700.00
48.00	4800.00	4800.00
49.00	4900.00	4900.00
50.00	5000.00	5000.00
51.00	5100.00	5100.00
52.00	5200.00	5200.00
53.00	5300.00	5300.00
54.00	5400.00	5400.00
55.00	5500.00	5500.00
56.00	5600.00	5600.00
57.00	5700.00	5700.00
58.00	5800.00	5800.00
59.00	5900.00	5900.00
60.00	6000.00	6000.00
61.00	6100.00	6100.00
62.00	6200.00	6200.00
63.00	6300.00	6300.00
64.00	6400.00	6400.00
65.00	6500.00	6500.00
66.00	6600.00	6600.00
67.00	6700.00	6700.00
68.00	6800.00	6800.00
69.00	6900.00	6900.00
70.00	7000.00	7000.00
71.00	7100.00	7100.00
72.00	7200.00	7200.00
73.00	7300.00	7300.00
74.00	7400.00	7400.00
75.00	7500.00	7500.00
76.00	7600.00	7600.00
77.00	7700.00	7700.00
78.00	7800.00	7800.00
79.00	7900.00	7900.00
80.00	8000.00	8000.00
81.00	8100.00	8100.00
82.00	8200.00	8200.00
83.00	8300.00	8300.00
84.00	8400.00	8400.00
85.00	8500.00	8500.00
86.00	8600.00	8600.00
87.00	8700.00	8700.00
88.00	8800.00	8800.00
89.00	8900.00	8900.00
90.00	9000.00	9000.00
91.00	9100.00	9100.00
92.00	9200.00	9200.00
93.00	9300.00	9300.00
94.00	9400.00	

EXTENSION ELEVATIONS

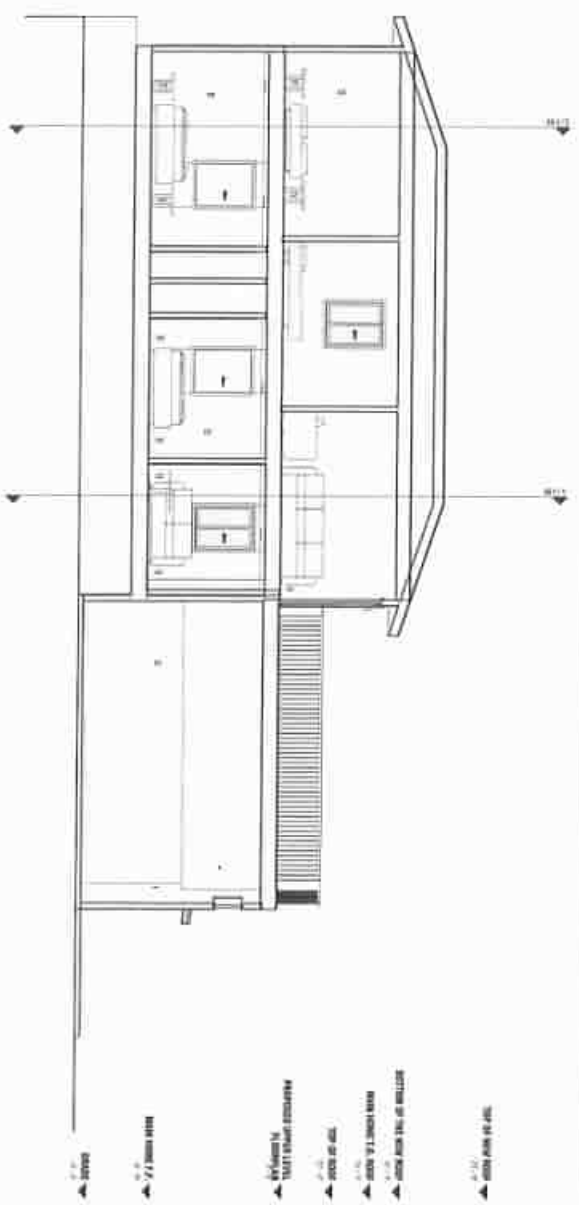
A4.0

MATERIALS : SEE TITLE SHEET A1.0





1
1/8" = 1'-0"
Section 1



2
1/8" = 1'-0"
Section 2

YOSEMITE RESIDENCE
YOSEMITE RESIDENCE
1628 YOSEMITE ST
SEASIDE, CA 93955

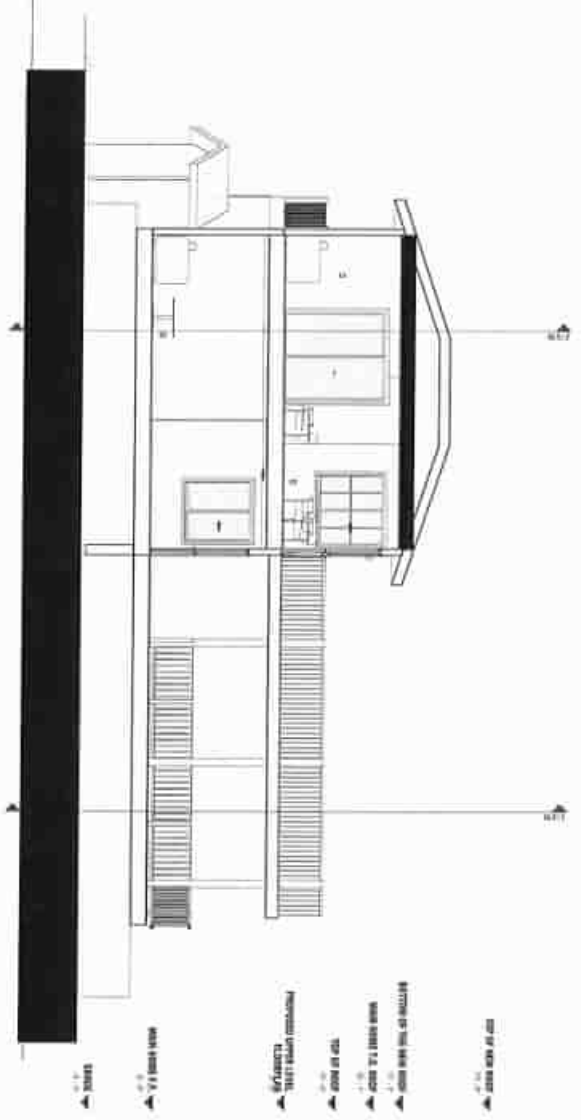
06/25/2024

NO.	DESCRIPTION	DATE
1	PETER WOLFE	
2		
3		
4		
5		
6		
7		
8		
9		
10		

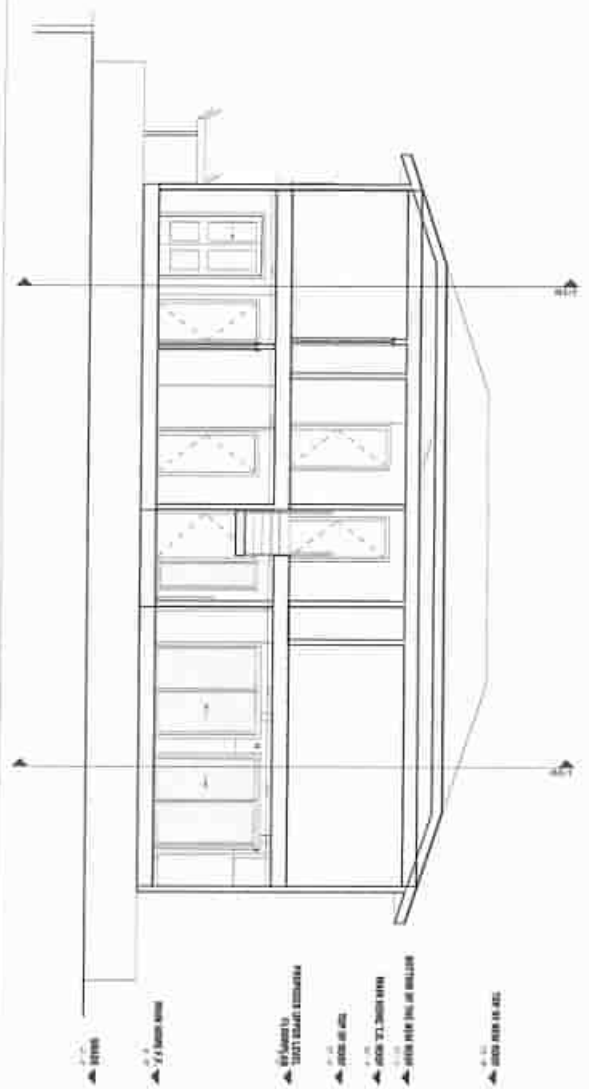
NOTES:
1. SEE ARCHITECT'S SPECIFICATIONS FOR MATERIALS AND FINISHES.
2. SEE ARCHITECT'S SPECIFICATIONS FOR MECHANICAL AND ELECTRICAL SYSTEMS.
3. SEE ARCHITECT'S SPECIFICATIONS FOR STRUCTURAL SYSTEMS.
4. SEE ARCHITECT'S SPECIFICATIONS FOR LANDSCAPE SYSTEMS.
5. SEE ARCHITECT'S SPECIFICATIONS FOR INTERIOR DESIGN SYSTEMS.
6. SEE ARCHITECT'S SPECIFICATIONS FOR EXTERIOR DESIGN SYSTEMS.
7. SEE ARCHITECT'S SPECIFICATIONS FOR SPECIALTIES SYSTEMS.
8. SEE ARCHITECT'S SPECIFICATIONS FOR EQUIPMENT SYSTEMS.
9. SEE ARCHITECT'S SPECIFICATIONS FOR FURNITURE SYSTEMS.
10. SEE ARCHITECT'S SPECIFICATIONS FOR LIGHTING SYSTEMS.

A5.0

1 Section 3
1/8" = 1'-0"



2 Section 4
1/8" = 1'-0"



YOSEMITE RESIDENCE
YOSEMITE RESIDENCE
1020 YOSEMITE ST
SEASIDE, CA 93955

06/25/2024

NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	

PROJECT
FUTURE WORK

DESIGN
ARCHITECT
1020 YOSEMITE ST
SEASIDE, CA 93955
TEL: (708) 444-1111
WWW.ECLOGICARCHITECTS.COM

SECTION 2

A5.1

1000

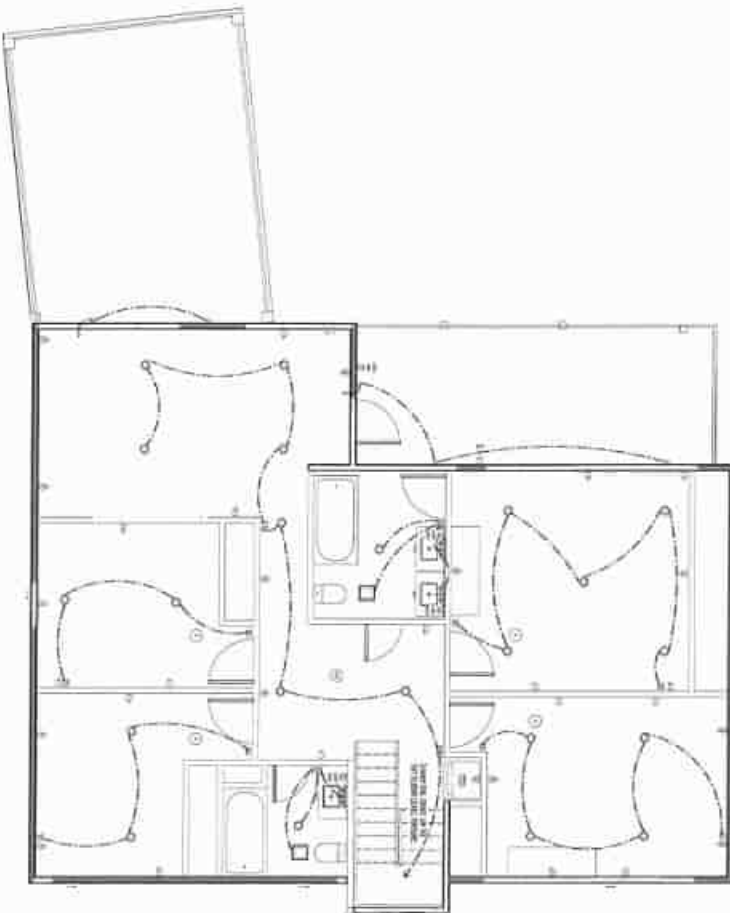


Figure 1

on this Page as they Apply to Your Project All Year Long.

on the Page, as they Apply to Your Project All Year Long



—continued on p. 10

[illegible]

STORM DRAIN POLLUTERS MAY BE LIABLE FOR FINES OF UP TO \$10,000 PER DAY



LAS MEJORES PRÁCTICAS DE CONSTRUCCIÓN

ya que son pecheteros a no por ende todo el año.

[illegible]

¡ORIENTES CONSTANTINOS LOS DESAGÜES DE AGUAS PLUVIALES PUEDEN RECIBIR MULTAS DE HASTA \$16,000 POR DÍA!

Public Comments
6/24/26 Planning Commission Public
Hearing Agenda Item
AR-2026-002 and MUP-2026-001

Exhibit Public Comment through Applicant's Architect mis representing the facts-

The architect Thomas Rettenwender's public comment on 6/24/26 (in the meeting transcript from [00:54:20] - [00:54:43], illustrates they did not address the party wall legal issue. But subsequently changed the plans to show on paper a separation that cannot happen without a legal agreement and resubmitted them, which were approved by the Planning Commission without conditions.

In text the Mr. Maciel texted Ms. Sabin on 6/30/26 telling me that "Just heard back from Thomas he says he can draw up the garage separation agreement."

No contact was made between Mr. Maciel and Ms. Sabin before Mr. Rettenwender sent a colleague to read his public comment letter in the 7/8/26 public hearing, stating that Erica wanted them to separate. Mr. Rettenwender failed to mention that the sole reason for the garages to be separated is due to their project. There has never been a discussion about separating the garages prior to the story poles going up on top of the structurally intertwined garage. *Pages 124 to 128*

He goes on to state that the garage is merely non-conforming, with no mention of the concrete stem wall nor the structurally intertwined garage roofs. Leaving out the most important context.

The public comment states that the city can't require the separation, which is categorically false, since they can condition the permit or deny it based on that requirement. Instead of pushing a complex issue such as this to the building phase, where the condition on the permit has not been set.

Then Mr. Rettenwender goes on to categorize it as a common wall and a non conforming structure, which is incorrect as well, per the definition in the zoning and CBC code, misrepresenting the true nature of the structurally intertwined garages.

Then goes on to say that Erica should pay for covering and waterproofing her garage wall. This is unlawful, since the entire reason it would be separated is for the purpose of getting the permit to build their project.

Mr. Rettenwender completely fabricated that the Board wanted to approve the project but didn't because I was concerned about the attached garages. Through the minutes and the recorded transcript, the reasons for the separation were not based solely on my concerns, it was based on the Commissioners findings regarding the injury to my Finances because my insurance will be cancelled and I will be forced to the FAIR plan, as well as the risk to people safety relative to any residence attached to the interdependent garage envelope.

Additionally, the comments about Erica taking "advantage" of the beautiful view is outrageous and condescending due to the fact I already spent hundreds of thousands of dollars to add a second story that respected the privacy of others, only covered half my first floor to preserve some of the view for the neighbor's corridor and did NOT build on the structurally intertwined

garages. I also stated in my public comment that I understand there is no right to an ocean view.

Mr. Rettenwender has categorized this process as a hardship. The cost of the project is no one's concern but theirs as the planning commission stated in the 6/24/26 meeting that they are not allowed to consider cost [00:44:47] - [00:44:49] in the meeting recording.

In the transcript of the recorded 6/24/26 session, Mr. Rettenwender stated – at these times
[01:12:46] the cost to build this house is
[01:12:49] going to be substantial. If we can kind
[01:12:52] of add value by capturing that view, you
[01:12:54] know, that would that would make it uh
[01:12:56] more feasible for the owners. So that's
[01:12:58] kind of some of the reasoning.

This shows the advantage is being taken by Mr. Maciel to capture value over the welfare of his neighbor's injury.

And last but not least. My texts between 6/3/26 – 6/14/26 show I tried to get Mr. Maciel and Mr. Rettenwender to come over to my home and see the privacy issue. On 6/15/26, Mr. Rettenwender and Mr. Maciel and his daughter and her fiancé came into my home and I showed them the problem I saw with the massive, at that time 271 square foot deck, now a 337 square foot deck. He took that opportunity to mischaracterize the privacy issue by taking photos from a location where no furniture can be placed, which the doorway to the bedroom and state that there was very little loss of privacy. These statements are an absolute fabrication and a violation of my trust in inviting them into my home. *Pages 191-212*

I have texts in my exhibit that show that the screening was agreed to by the applicant on 6/18/26. Another violation of trust, since they have retracted by saying it's something the neighbors should negotiate.

This is a pattern of bad faith and misrepresentations.

Structural Engineering Memorandum**Date:** June 18, 2026**KE Project No.:** 26-054

Attention: City of Seaside
Building & Code Enforcement
440 Harcourt Avenue
Seaside, CA 93955
831.899.6736

Project: 1820 Yosemite St. Garage Evaluation
Location: 1820 Yosemite St., Seaside CA 93955
Subject: Garage Evaluation

To whom it may concern,

Kyler Engineering was retained to assess the existing garage at the subject property. Both 1820 and 1828 Yosemite were constructed in 1968, according to original permit drawings prepared by Ted W. Minnis, AIA. 1820 is located south of 1828. Our office was provided with the proposed planning drawings for renovations to 1828 Yosemite, prepared by EcoLogic Architects and dated 05/12/2026. The proposed project rendering from these drawings is highlighted in Figure 1 below:



Figure 1: Proposed Rendering from Planning Submittal Package for 1828 Yosemite St, Seaside, CA

Structural Engineering Memorandum

The proposed deck extends for more than 13 feet of the approximate 22-foot garage depth (~60%), as shown in Figure 2 below:

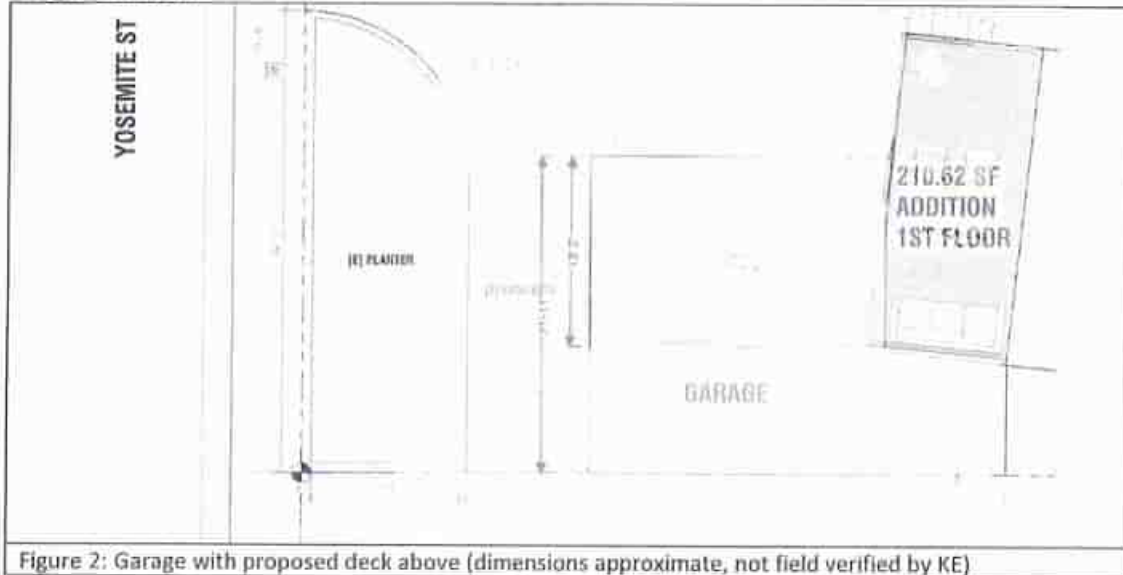


Figure 2: Garage with proposed deck above (dimensions approximate, not field verified by KE)

During a site visit performed by our team on **June 17, 2026**, Kyler Engineering (KE) observed conditions along the shared property line with the adjacent parcel that we believe warrant documentation by the building department before planning staff review the proposed project. The garage at the subject property and the adjacent garage are constructed in proximity along the apparent property line. Each structure appears to have an independent wood-stud wall; however, both structures appear to share a common concrete stem wall along the property line. In addition, the roof eaves of both structures extend beyond their respective wall lines and project across the assumed property line by approximately 2 feet ($\pm$), resulting in overlapping roof overhangs between the two properties. Please refer to Figures 3 and 4 as well as Structural Sketch SSK1.



Image 3: Southern Eave of 1828 overlapping 1820

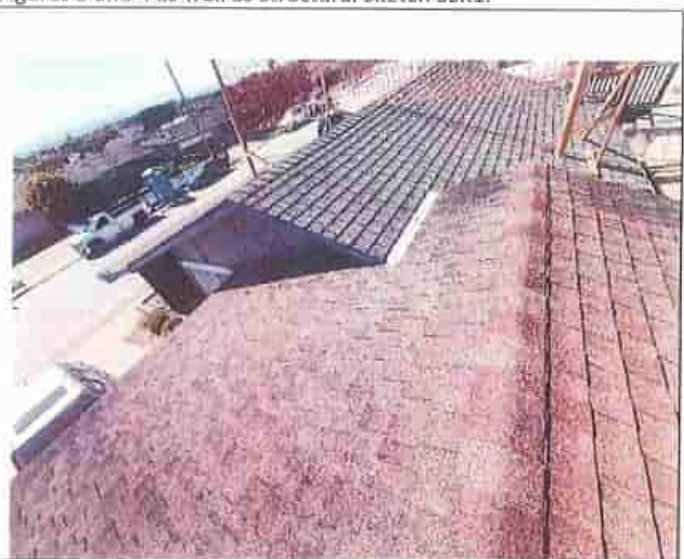


Image 4: Observed Eave Perimeter Overlap of 1828 and 1820



Structural Engineering Memorandum

Both garages are in clear violation of the City of Seaside ordinance 17.30.100.8.2b *"No portion of any structure, including eaves or roof overhangs, shall extend beyond a property line."* Without modifications to the garages taking place, these garages would be exempt based on existing nonconforming structure requirements of 17.72.030.A.2; however, because the deck will change the existing gravity loads to the garage by more than 5% and the existing seismic loads by more than 10%, based on 2025 CEBC sections 503.3 and 503.4.

We propose two ways to rectify these violations:

1. Eliminate the deck projection from the project
2. Include a complete reconstruction of both 1820 and 1828 Yosemite garages to comply with the 2025 CBC

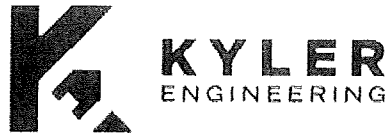
Regardless of which option is taken, work should not proceed on the 1828 Yosemite project until a California-licensed land surveyor is contracted to definitively locate the property line to determine required setbacks and party wall construction.

Please feel free to contact us should you require any further information or clarification.

Kind regards,

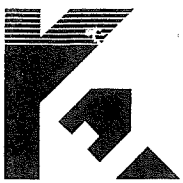
Matthew R. Kyler, P.E.
For Kyler Engineering





Structural Engineering Memorandum

APPENDIX A: Structural Sketch

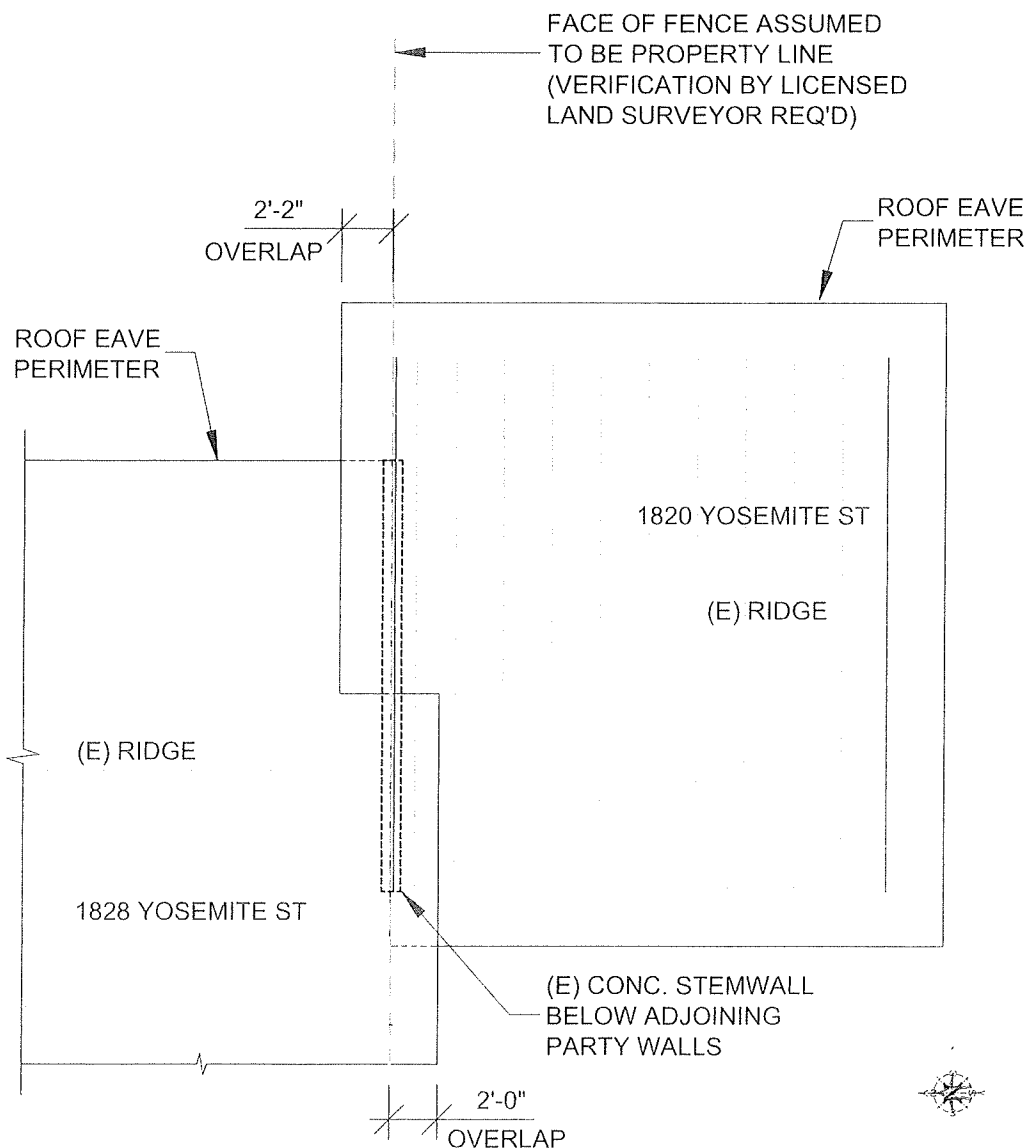
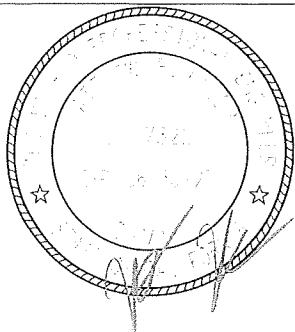


**KYLER
ENGINEERING**

P.O. BOX 1863
Monterey, CA 93942
Tel 415-264-2554

matthewk@kylerengineering.com

JOB : 1820 Yosemite St
SHEET: SSK1: Garage Partial Roof Plan
BY: JAL
SCALE: AS NOTED
DATE: 2026-6-18
JOB #: 26-054



1
SSK1

GARAGE PARTIAL ROOF PLAN

SCALE: 1/8" = 1'-0"

100

Subject: AR-2026-002 and MUP-2026-001 1828 Yosemite Street Planning Commission June 24, 2026
To: [clerk@ci.seaside.ca.us <clerk@ci.seaside.ca.us>]
From: Erica Sabin <erica.sabin@yahoo.com>
Cc: [Beth Rocha <brocha@ci.seaside.ca.us>, Building Department <building@ci.seaside.ca.us>, Sheri Damon <sdamon@ci.seaside.ca.us>]
Bcc: [Erica Yahoo <erica.sabin@yahoo.com>]
Date: Mon, Jun 22, 2026 at 7:50 AM

Erica Sabin Public Comment – Planning Commission June 24, 2026 – AR-2026-002 & MUP-2026-001

Re: AR-2026-002 (Architectural Review) and MUP-2026-001 (Minor Use Permit)
1828 Yosemite Street, Seaside, CA 93955 – APN 012-621-034

Submitted by: Erica Sabin, 1820 Yosemite Street, Seaside, CA 93955

Dear Honorable Planning Commissioners and City Clerk,

My name is Erica Sabin, and I own the property at 1820 Yosemite Street, directly adjacent to the proposed project at 1828 Yosemite Street (AR-2026-002 and MUP-2026-001).

I am writing to submit my formal written objection and supporting materials for inclusion in the Commission packet for the June 24, 2026 hearing and public record.

I am NOT opposing the second-story addition on the existing residence or the construction of an ADU. Nor do I have any ocean view concern. I support additional housing on the property.

My objection is narrowly focused on two specific elements:

The proposed 210.62 sq ft first-floor connector addition that physically joins the main residence to our structurally intertwined garages.

The large 271.49 sq ft elevated deck built over the shared garages.

These two elements are not required for the second-story addition or the ADU. However, they create significant and unnecessary financial and structural risks to our structurally intertwined garages, that do not have a party wall agreement, including:

Increased insurance costs and potential loss of coverage (estimated additional \$4,000+ per year on the FAIR Plan).

Structural risks to my garage due to new loads, vibration, and seismic forces, load path risk, during the shoring process and post construction that requires party wall access and my permission.

Long-term maintenance burdens and liability for both properties without a party wall agreement.

Construction-phase risks including shoring, pounding, and temporary uneven loading just feet from the party wall.

None of which has been included in any public reports I have received as conditions of the AR or MUP but cannot be disconnected from them in considering an approval.

I have offered to participate in the cost of structurally separating the garages and remain willing to do so. I have also offered a reasonable compromise: approve the MUP and Architectural Review for the second-story addition and an ADU only, while conditioning or denying the connector and elevated deck.

Attached please find my full 10-page objection letter (dated June 2026) with supporting photographs, site plan references, and documentation of insurance and party wall reliance concerns.

I respectfully ask the Commission to approve the housing elements while protecting myself and my property from material risk and injury by removing or conditioning the connector addition and elevated deck on top of our attached garages with a party wall.

Thank you for your time and consideration. And thank you to the Staff that has assisted in answering my questions.

I will be present at the
June 24 meeting to speak and to answer any questions.

Please confirm receipt and please let me know if I need to take physical copies to the city offices and where.

Sincerely,

Erica Sabin

1820 Yosemite Street Seaside, CA 93955

831-595-2862

Re: AR-2026-002 (Architectural Review) and MUP-2026-001 (Minor Use Permit)
1828 Yosemite Street, Seaside, CA 93955 — APN 012-621-034
Submitted by: Erica Sabin, 1820 Yosemite Street, Seaside, CA 93955

Summary of Request:

I am NOT objecting to a second-story residential addition and an ADU.

I am NOT complaining about the ocean view.

My objection to both AR-2026-002 and MUP-2026-001 is specifically and solely targeted at two elements of the proposed plan, that pose significant and complex issues to the structurally intertwined garages shared by the applicant and me:

- The 210.62 sq ft first-floor addition that connects the detached main residence to the structurally intertwined garages, and
- The large elevated deck (271.49 sq ft upper per the plans by EcoLogic Architects, dated 05/12/2026 emailed to me from Thomas Rettenwender) built on top of our structurally intertwined garages. Requiring me to surrender my property rights and allow a construction easement. See pictures below of the structure roofs. The city cannot grant an MUP that forces me to surrender my private property rights to a neighbor.

I respectfully ask the Commission to approve MUP-2026-001 only as it applies to the second-story and ADU addition on the existing residence, and to deny or condition it as it applies to the connector addition.

I am asking for the following conditions — NOTE: **nothing** I am asking for blocks the ADU or the second-story addition on the existing residence and Neither the ADU nor the second-story addition requires either of these elements to be built:

- Remove the 210.62 sq ft connector addition that physically joins the main residence at 1828 to the shared attached garage structure.
- Remove the large elevated deck (271 sq ft) that is positioned above and adjacent to the 1828/1820 garages. Remove the request to force me to allow a construction easement.
- Require approval to separate garages (I have offered to the applicant that I will participate. It was declined.)

Summary of Support: Insurance, Financial, and Future Use Hardship:

1. **Insurance hardship:** 1828's residence MUP requests to connect their residence to the garage on their side of the party wall, while leaving my side of the party wall connected, creating a combined structure of attaching my garage to their residence. It increases my cost and the risk of being dropped from coverage. Also increases the complexity of maintenance and limits the use my property in the future.
2. **The structural risk and code violations of intertwined garages:** The structures will be connected on the outside and inside, but treated as separate in order to request the MUP and FAR calculations. But structurally leaving the original roof portion connected to the new raised garage roof and outside materials ignores a dangerous load path shift to the original structures, which includes mine. There is a cantilever collapse hazard (Gravity Load Path Failure) risk when the roof is cut to leave the original smaller section tied to the party wall and replace the elevated roof. During the shoring process this will render my building unsafe for this shoring period which is prohibited by 2025 CEBC Section 502.4 (Existing Structural Elements Carrying Lateral Load). The roofs on the party wall will move and that includes mine. (see the structurally intertwined roofs photo page 9)
3. **Airspace, property access without a party wall agreement:** I am not granting access to any portion of my property, including the airspace above my garage of the overhanging eaves. Any firewall construction cannot alter the party wall without my consent. Attaching anything to the party wall without my consent and without a party wall agreement cannot be executed. During the shoring process there is no access to

my property. This shoring will create movement of the party wall as it cannot be done without movement, again affecting the party wall without my consent. The party wall that is exposed on either side cannot be touched without my consent. (see the structurally intertwined roofs photo page 9.)

4. **Violates Privacy:** The deck's line of sight to living room upstairs and downstairs. As well as the bedroom downstairs.

5. **Incompatible with Neighborhood Design:** The deck design does not fit the neighborhood.

6: **The review process timing of zoning before the building** code/structural review is inadequate for this complex case, which is a residential party wall, with no party wall agreement and structurally intertwined garages. The sequencing of the zoning compliance that includes a cursory review of the building structural engineering does not adequately address the reality of the party wall complexity.

I have not been able to get a copy of the Structural/engineering plans as of this writing. I asked in person and I asked via email. However, a summary of the information being presented here in, was discussed in person with building and planning staff on 6/18/26, in the City Hall offices at 3:00pm, whereby the engineer I hired and I were told that the designation and structural discussion does not belong in the Planning Commission Meeting, it belongs as part of the building permit review. I did not agree in the meeting because the MUP requested is inextricably tied to the party wall and structurally intertwined garages problem.

I was provided information from Sheri L. Damon, City Attorney in an email.
I am attaching the email to this packet.

One of the items in that email says – [if the approved plans show any part of the new structure crossing the property line of using our garage wall as support, staff will typically flag that and require the owner either to keep all work on his side or to provide documentation of a legal right (easement or recorded easement) to proceed with those modifications.]

The MUV is requesting an encroachment. In essence including a construction easement. This would force me to allow access to my property to build. That is reliance on my property and reliance on the party wall. Look at the pictures and where the eaves intertwine, this is physically impossible without this MUP forcing me to allow access.

I am denying access to my property.

Structurally Intertwined Garages

Red roof = 1820 Yosemite Street
Grey roof = 1828 Yosemite Street
Photos of structurally intertwined garages



Support Detail:

1. Insurance and Financial Injuries

Structurally intertwined garages with no party wall agreement massively altered by connecting a Residence, but leaving a portion of the original attachment to the original party wall changes the designation of the original party wall, and structurally intertwined garages from detached (from any residences) to attached. The Staff report actually states the residence will be attached to the garage through the new addition connector. It fails to mention anywhere that the structure it's attaching to is still attached to the original party wall, and the structurally intertwined garages.

This creates an insurance nightmare. I have already contacted several insurance agencies.

Their underwriters will not consider coverage because 1828 will CONNECT an estimated \$2Million dollar property to my property. A residence is being established as part of the connector that attaches to the structurally intertwined garage, changing its use designation including mine. No party wall agreement and no legal access exists thereby increasing the Insurance Risk profile and liability to the Insurer.

The Staff Report did not mention the fact that our structurally intertwined garages will be attached to a completely separately owned property that is not the residence of one of the garages and that we have no party wall agreement. The Staff Report is not addressing this designation problem. This is why the process is inadequate.

All this forces me onto California's FAIR Plan. I face approximately \$4,000 more per year in premiums — an ongoing, permanent financial penalty imposed on me by this design of a non-habitable deck and connector from the residence to the garage. Even though the ADU and Second Story can be built without the connection to the garage or the deck.

If this minor use permit is granted, my address is flagged for automated review. The presence of active framing, on attached garages and the attachment to them of the residence represents a material change in risk exposure under California Insurance Code Section 676. Insurance carriers are legally permitted to issue a non renewal notice based strictly on a project's active construction. I should not have to face displacement from the private insurance market to facilitate the optional non housing structure proposed, including the fact that the connector to the garage is not required for the ADU or the Second Story Addition on top of the existing residence.

[It is inaccurate to say that this will not be materially injurious to persons, property or improvements in the vicinity...] As the City Staff Report states. To the contrary, I will be materially injured, and my property will be materially injured.

The applicant may have an easier time getting insurance because he owns the residence attached to the garages and is not having to insure a residence the applicant doesn't own.

There is a major impact to my future ability to add my own ADU on top of my Garage or turn my Garage into an ADU in the future. I am precluded or limited in my ability to increase housing on my structure. This would "lock in" my side of the structure. No way can structural replacement or maintenance be done without causing more specialized engineering than is needed today. Creating another material hardship for me. This also supports the fact that even if the new garage work done on the other side of the party wall is called independent by the structural engineering plans it isn't. It cannot be independent and then affect my use of the party wall after construction.

2. Separate/Not Separate - The Invisible Wall Separation Myth

This section ties together the Designation and the incorrect statement that there is a way to disconnect or separate the party wall, structurally intertwined garages while leaving an original section of the roof attached to the party wall of both garages. Due to this, **The Lateral Force & Gravity "10% / 5% Rules" (Seismic Safeguards)** The Code Reference: 2025 California Existing Building Code (C EBC) Sections 502.3 and 502.4 (Prescriptive Compliance) is triggered.

Even though the plans were not given to me prior to this writing, there is no physical way to keep that original roof attached to the party wall and have a hybrid answer to whether the walls and the structures and the roof are separated. They either are or they are not. If they are separate, both garages need to be brought up to code and my garage is not accessible to separate without an agreement. If they are not separate the following is why the structural and engineering triggers the Lateral Force and Gravity Code 502.3 and 502.4 and a FAR recalculation.

Under Seaside Municipal Code (SMC) Chapter 17.62, the Planning Commission is legally barred from granting an MUP if the project is "materially injurious to properties or improvements in the vicinity." If a design creates a bridge where a new multi-story building envelope transfers its seismic energy into my garage under CEBC 502.4, that design is inherently injurious to my property and me financially.

Furthermore, CEBC Sections 502.3 and 502.4 explicitly state that an alteration occurs if there is ANY increase in force on an existing element. This is not a passive non conforming structure it is a party wall structure that is retaining both sides (wholly on my side and partially on the applicant's side) our party wall. You cannot change the height of the roof to accommodate a 271 sq ft deck without altering the physical forces on the roof. The code explicitly counts environmental load transfer as a physical alteration. Because their new building's wind and earthquake loads will push across that roof it violates the code. It is an active alteration of a structure, not a passive non conforming structure.

If the Planning Commission wants to use the ADU law to override local setbacks, they must enforce the fact that the residence and garages with the party wall in tact and the original roof line are one continuous structure. Because this roof bridge attaches the new structure to our shared party wall structures, this is an attached addition and adds additional square footage to the FAR calculation. It is incongruent to opt into attached not attached for different adherences.

Legal "Change of Use" and Designation

The Code Reference: SMC Chapter 17.98 (Definitions) and CRC Section R302.1 (Exterior Walls).

The Violation: Currently, the structurally intertwined garages are classified as detached accessory outbuildings. Under SMC 17.98, an accessory structure must remain incidental and separate from the primary dwelling. By introducing the 210.62 sq ft connector, the applicant formally integrates the garage into the principal building envelope.

Under the CEBC, an "Addition" is any extension that increases the height, stories, or floor area of a structure. The code does not care if the new work is 0 feet away or 5-10 feet away; if it is physically attached to *any part* of an existing building, the entire entity is legally classified as **one single, unified building envelope**.

The Impact: This triggers CRC Table R302.1(1), altering the required fire separation distance relative to the new primary structure footprint. It converts a simple shared garage into a primary residential wall boundary, imposing structural dependencies and severe insurance burdens onto my separately owned property without my input or consent.

Per SMC 17.52.230 Subsection F(1)(c), this boundary expansion is dependent on a fire safety determination. I ask that the Commission continue this item until Seaside Fire Chief verifies that the new vertical wall extension and its structural connection to the upper deck will not compromise the fire barrier or lateral stability of our structures and the residence that becomes attached to our structurally intertwined garages.

The Lateral Force & Gravity "10% / 5% Rules" (Seismic Safeguards)

The Code Reference: 2025 California Existing Building Code (CEBC) Sections 502.3 and 502.4 (Prescriptive Compliance).

The Violation: The applicant is placing a 271.49 sq ft elevated deck on top of the shared garages. Under CEBC Section 502.3, any addition that increases the gravity load (dead load, live load) on an existing structural element by more than 5% forces that element to be completely replaced or upgraded to new construction standards.

Under CEBC Section 502.4 (and California Division of the State Architect IR EB-1 standards), if an alteration increases the seismic or wind demand on an existing lateral force-resisting component by more than 10%, the entire building envelope must be brought up to modern seismic codes.

The Impact: The massive weight of the deck (including an estimated 10,800 lbs of live load) drastically shifts the center of mass. Because of our party wall, the "new" seismic load will push directly into our un-reinforced structure during an earthquake, heavy winds, or live loads. The city cannot legally approve the permit without structural plans proving they aren't overloading our shared components beyond these 5% and 10% statutory limits. The new build materials are far more strong than the 58 year old materials in the existing structure and remaining original roof left behind during the build.

Discretionary Setback Violations & MUP Authority

The Code Reference: SMC Chapter 17.62 (Use Permits) and SMC Article 2 (RS-8 Zoning District Standards).

The Violation: The applicant's **property line encroachment relies on a Minor Use Permit** (MUP-2026-001) to build right up to the nonconforming line. Under SMC 17.62, an MUP is a discretionary vehicle. The Commission is mandated to deny it if it is "materially injurious to properties or improvements in the vicinity".

The Impact: The 210.62 sq ft connector is what forces the new habitable expansion into the side setback.

Denying the connector allows the applicant to build their primary ADU and second-story addition under modern zoning restrictions while eliminating the material risk of a structural collision at the property boundary.

It Violates the "Structurally Independent" Mandate

The Code Section: 2025 California Existing Building Code (CEBC) Section 1103.2 & Section 1102.3 (Additions).

The Rule: Under the CEBC, if a new addition is not structurally independent of an existing building, the entire combined structure must be evaluated as a single unit.

The Reality: By leaving the original 5-foot roof section attached to our garage, the applicant is physically keeping the two buildings unified. Even if the new walls are set back, the roof acts as a diaphragm (a horizontal load transmitter). During an earthquake, seismic energy from their massive new second-story addition and deck will travel straight through that remaining roof section and smash directly into our garage framing. They cannot claim the new build is "independent" while leaving a structural umbilical cord attached to our property.

The Gravity & Lateral Transfer Risks Persist

The Code Sections: CEBC Section 503A.3 (Gravity Loads) and Section 304A.3 (Lateral Force Rules).

The Rule: Any alteration that increases gravity loads on an existing component by more than 5%, or lateral/seismic forces by more than 10%, requires the entire affected system to be brought up to modern building code.

The Reality: Leaving the original roof section means it remains a load-bearing path. The weight of the new adjacent construction and the twisting forces (torsion) generated by the elevated deck will still pull and push on that shared roof section. Because that roof ties directly into our party wall, those forces will exceed the 5% and 10% legal limits on our shared elements, triggering a mandatory upgrade of the entire integrated garage structure.

The "Internal Wall" Illusion is a Myth

The Argument: The architect may argue, "The new deck and walls sit on new columns set back according to zoning requirements, so they aren't touching the neighbor's wall."

The Code Defense: This is an engineering illusion. Because the original roof section remains a contiguous piece of wood and roof materials connecting both properties, it prevents the buildings from moving independently. In a seismic event, my garage and the new structure will experience seismic pounding through that exact remaining original roof bridge, causing the newer, stiffer materials to crush our older, more flexible framing.

It Maintains the Legal "Attachment" Status

The Code Section: Seaside Municipal Code (SMC) Chapter 17.98 (Definitions: Attached vs. Detached).

The Reality: From a zoning and insurance perspective, a building is either 100% detached or it is attached to the

Residence. Leaving even an inch of shared roofline means the structures remain legally "attached". Therefore, the project still forces a legal change of designation from a separate outbuilding to an attached appendage of a primary residence, keeping our automated insurance risk flagged.

Moving the new walls back purely for zoning compliance, but leaving the original roof attached is cosmetic, not structural. It leaves a physical bridge that allows their new seismic and lateral loads to slam directly into my garage. The only real solution to eliminate my structural liability and insurance risk is a clean total structural separation from roofline to foundation.

You cannot have a building that is structurally independent from the foundation but fused at the top. Otherwise, there would be an airgap at the top.

This is the ultimate contradiction. Building a structure that is being called "separate" but leaving the original section of roof attached to the party wall and then attached to the new structure, even if built from the ground up, is still attached on the outside, be it roof, sides, or foundation.

The Hinge and Whiplash Effect (CEBC 502.4)

- **The Code Citation:** 2025 California Existing Building Code (CEBC) Section 502.4 (Existing Structural Elements Carrying Lateral Load).
- **The Structural Reality:** By putting the new addition on brand-new footings 5 feet away, that new structure will settle, move, and sway on its own foundational footprint. However, because the roof remains a single continuous piece of wood and roofing and footings, **the roof acts as a structural tie (a diaphragm)**.
- **The Violation:** During an earthquake, their new multi-story addition will sway on its new footings at a completely different rate than my older garage. Because the roof is continuous, it creates a "hinge." The massive kinetic energy from their new structure will travel straight across that 5-foot roof plane and create a **violent whiplash effect**, slamming directly into our legacy garage walls. This easily shatters the mandatory **10% lateral force transfer limit** under **2025 CEBC Section 502.4**.

The Foundation "Surcharge" and Soil Displacement

- **The Code Citation:** 2025 California Residential Code (CRC) Section R401.1 (Foundations) and California Civil Code Section 832 (Lateral Support).
- **The Technical Reality:** To support a two-story structure and a 271 sq. ft. deck, these "new footings" cannot be shallow. They must be deep, heavy concrete pads or grade beams.
- **The Violation:** Digging deep trenches for new heavy footings just a zoning setback away from my zero-lot-line garage disrupts the soil zone known as the "bearing prism" (the dirt holding up my garage). The weight of the new footings will push down and cause **lateral soil displacement**. Over time, this forces my older garage foundation to sink and crack (differential settlement), violating **2025 CRC Section R401.1**. [1]

At the end of the day, I cannot touch my garage or it will impact the load on the other side of the party wall. Regardless of what they call it, this proves that it is all one connected structure.

3. Airspace and Access:

Violation of Airspace Rights and Zero-Lot Line Intent

The Code Reference: California Civil Code Section 659 (Definition of Land/Airspace) and CRC Section R302.2 (Townhouses/Common Walls).

The Violation: Common "party walls" or intertwined garages require a clear easement agreement. By projecting an elevated deck directly over the shared zero-lot line, the applicant is **seizing the airspace boundary**. I deny access or construction easement.

The Impact: Under California property law, vertical ownership extends upward. Building a permanent outdoor deck directly on the shared roofline permanently strips away our option to upgrade our own

structure or add my own ADU in the future, violating the equitable intent of shared residential boundaries.

4. Privacy – if permit was to be issued and allows the physical connection of the residence to the structurally intertwined garages

The deck, when occupied, places people at an elevation where they look directly into the living room and the only window on the shared side of my home at 1820 Yosemite. My living room is small with no ability to reposition furniture away from this sightline. Closing curtains would eliminate the only natural light source on that side of my home. Due to the fact the second story completely blocking my current window, which I am not asking to be addressed.

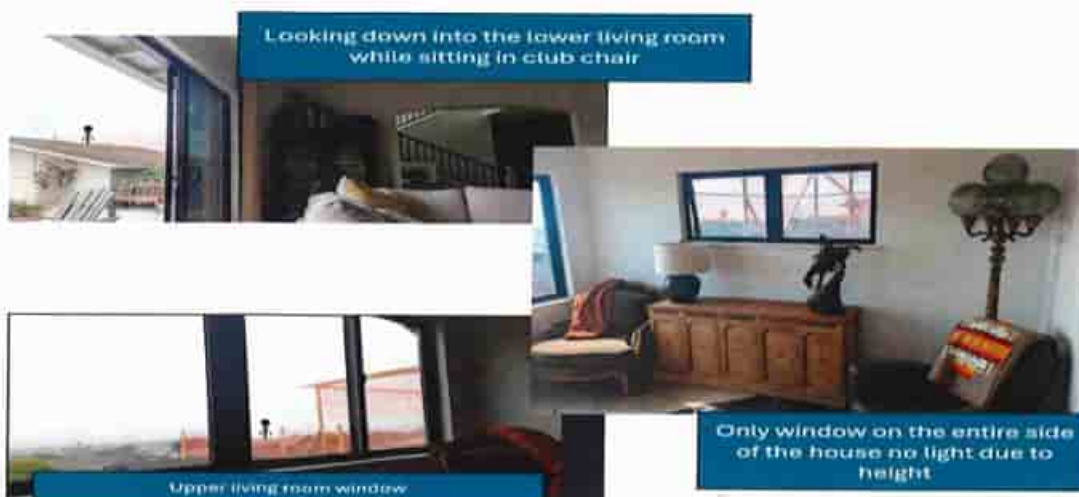
This is not a theoretical concern — the story poles that were erected confirmed this direct line of sight into my home.

I invited Mr. Maciel, his daughter, his soon to be son in law, and Thomas Rettenwender into my home to see the privacy issue.

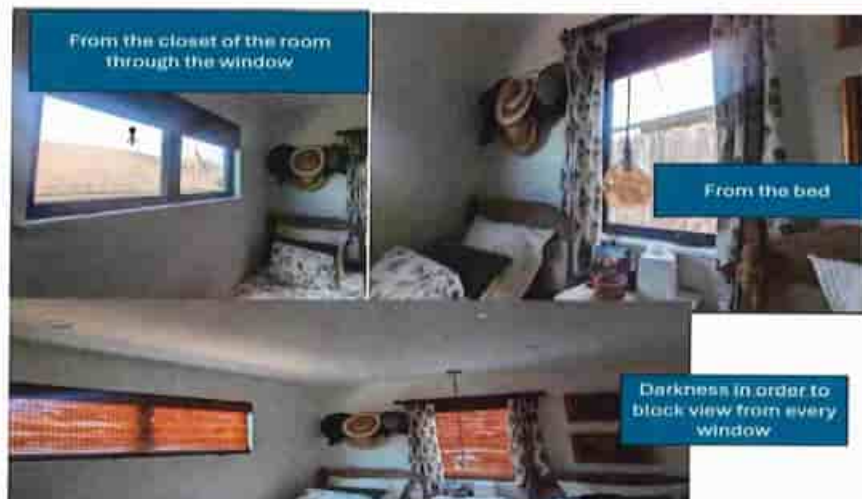
Mr. Maciel has agreed to put up a 6ft screen, and showed me a picture recently. This is very much appreciated.

Note: this is not addressing the structural, liability, risk, change in designation issues. Thus, it is only necessary if the MUP is approved as is.

Living room upstairs photos



Bedroom in front



5. Neighborhood Design Compatibility

The Character in the description in the Staff report says

[The proposed balcony and deck would match the open rails and projection of the multiple neighboring two-story dwellings in facing Yosemite Street.]

This goes on further in the report, but I am offering photos below that shows additional pieces of information. The houses next to 1828 decks are narrow decks out in front and one wood deck structure lower and smaller and set further back, not a flat roof with a large 13.10ft elevated 271.49 sq ft deck.



The elevated front Deck on the front of 1836 is a narrow structure

Deck below at 1836 is tucked into the house not far out to the curb at a large scale and is not elevated as high as 1828



MY SPECIFIC REQUEST

I am asking for the following — NOTE: **nothing** I am asking for blocks the ADU or the second-story addition on the existing residence:

- Remove the 210.62 sq ft connector addition that physically joins the main residence at 1828 to the shared attached garage structure.
- Remove the large elevated deck (271 sq ft) that is positioned above and adjacent to the attached garages area. This removes the access to my property.
- Require and approved separation of garages (as reminder I have offered to participate)

ONLY If the original permit request is approved without my specific conditions – these conditions are requested;

- Legal access to determine firewall compliance and safety compliance for Insurance and my own safety and the safety of my property. This needs to be done in a way that carries over to new owners.
- Add the privacy screening to the deck on my side as part in a way that it carries to new owners so they cannot rip it down without a review.
- Low lighting on the deck not out on the rails or Market light style
- No TV or BBQs on the deck – due to fire issues
- No built in sound systems on the deck

Red roof = 1820 Yosemite Street

Grey roof = 1828 Yosemite Street

Photos of structurally intertwined garages

• Structurally Intertwined Garages



Respectfully submitted,

Erica Sabin

1820 Yosemite Street, Seaside, CA 93955

Attachments:

Sheri Damon, City Attorney emails

Kyler Engineering Structural Engineering Memorandum

Andrew Myrick, Housing and Planning Manager email

Ecologic site plan that include internal floor plans

REFERENCED PLAN SHEETS (EcoLogic Architects, 05/12/2026 — 1828 Yosemite St)

- A1.0 — Title Sheet: Project scope confirmed as Upper Floor Addition, ADU Addition, and JADU Conversion of Garage
- A2.1 — Proposed Site Plan: Shows 210.62 sq ft first-floor addition connecting main residence to garage
- A2.3 — Proposed Lower Floor Plan: Shows 219.76 sq ft deck and 2-bedroom ADU layout
- A2.5 — Proposed Upper Floor Plan: Shows 271.49 sq ft upper deck and Balcony 1 at 234.15 sq ft
- A4.0 / A4.1 — Exterior Elevations: Confirm deck and balcony height above grade
- A5.0 / A5.1 — Sections: Confirm structural relationship between main house, deck, and garage
- Public Hearing Notice — AR-2026-002 and MUP-2026-001, City of Seaside City Clerk's Office, signed by Dominique L. Davis, City Clerk



06/22/2026

City of Seaside Planning Department
440 Harcourt Ave,
Seaside, CA 93955

RE: Appeal/Opposition to Proposed Garage Addition and Rooftop Deck at 1828 Yosemite St.
Seaside, CA, 93955

Dear City Planning Staff and Commissioners,

I am writing on behalf of the owner of the adjacent property at 1820 Yosemite Street in Seaside regarding the proposed project at 1820 Yosemite Street in Seaside, which includes connecting the existing detached garage to the residence and constructing a rooftop deck above the garage.

We respectfully request that the Planning Commission deny the rooftop deck portion of the project, or require a significant redesign, due to the substantial and unavoidable privacy impacts, compatibility concerns, and potential structural impacts associated with the proposed development.

Privacy

The proposed rooftop deck would create direct views into my client's outdoor living space, indoor living room, upstairs living area, and primary bedroom. Unlike a second-story window, a rooftop deck is an actively occupied space where people may gather, move freely, and remain for extended periods of time, resulting in ongoing privacy impacts rather than occasional sight lines.

My client and I explored potential mitigation measures, including landscaping, fencing, and architectural screening. However, due to the height and location of the proposed deck, there is no practical method of screening the neighboring property from viewing private areas of the

Project: 1828 Yosemite St. Seaside, CA. 93955/ AR-2026-002 and MUP-2026-001.

Affinity Residential Design LLC | P.O. Box 333, Carmel Valley, CA 93924 | Phone: 831-238-5266

Page 1 of 4



property. Landscaping would require unreasonable height and density and would still be ineffective in preserving privacy.

As a result, the project would substantially alter the existing relationship between these properties by introducing an elevated outdoor gathering space overlooking areas that have historically been private. The loss of privacy would be permanent and cannot be reasonably mitigated by the affected property owner.

My client previously completed improvements to her own residence and, throughout that process, carefully considered the privacy and enjoyment of neighboring properties. Design decisions were made to avoid creating adverse impacts on adjacent residences. We respectfully request that the same consideration be applied to this project.

Structural and Fire Safety Concerns

The proposed project also raises concerns regarding the existing garage structure, which is physically connected to my client's garage. While the garages are currently attached, the proposed project would further connect the garage to the primary residence, increasing the intensity of use and changing the relationship between the structures.

Given the shared condition of the garages, my client is concerned about the potential impacts to structural integrity, fire separation, and life safety. The proposed rooftop deck, additional occupancy, and connection of the garage to the residence may introduce structural and fire-protection considerations that could affect the adjoining property.

We respectfully request that the City require a detailed analysis by a licensed structural engineer and confirmation from the Building and Fire Departments that all applicable building code and fire-separation requirements have been satisfied and that the project will not adversely affect the neighboring garage or residence.

Until these issues are fully evaluated, significant questions remain regarding the long-term impacts of the project on the adjoining property.

Project: 1828 Yosemite St. Seaside, CA. 93955/ AR-2026-002 and MUP-2026-001.

Affinity Residential Design LLC | P.O. Box 333, Carmel Valley, CA 93924 | Phone: 831-238-5266

Page 2 of 4



Findings

We respectfully submit that the proposed rooftop deck and garage connection create significant adverse impacts that warrant denial or substantial redesign of the project for the following reasons:

1. The proposed rooftop deck would create direct views into my client's outdoor living space, living room, upstairs living area, and primary bedroom, resulting in a substantial loss of privacy.
2. Due to the elevated nature of the deck, there is no practical landscaping, fencing, or architectural screening solution available to adequately mitigate these privacy impacts by the affected owner.
3. The rooftop deck would introduce an elevated outdoor gathering space that is incompatible with the existing relationship between the neighboring properties and would permanently alter my client's use and enjoyment of her home and property.
4. The proposed project raises unresolved structural, fire-separation, and life-safety concerns because the subject garage is physically connected to my client's garage and would now be incorporated into the primary residence. Additional review should be required to demonstrate that the project will not adversely affect the neighboring structure.
5. The applicant has not demonstrated that the project can be completed without creating significant adverse impacts on the adjacent property or that reasonable alternatives have been explored to reduce those impacts.

For the reasons stated above, we respectfully request that the Planning Commission:

1. Deny the rooftop deck portion of the project; or
2. Require substantial redesign of the rooftop deck to eliminate or significantly reduce direct views into neighboring outdoor living areas and interior living spaces, including the living room, upstairs living area, and primary bedroom;
3. Require a structural analysis prepared by a licensed structural engineer evaluating the impacts of the proposed garage connection and rooftop deck on the adjoining garage structure;
4. Require verification from the Building and Fire Departments that all applicable structural, fire-separation, and life-safety requirements have been satisfied and that the project will not adversely affect the neighboring property; and

Project: 1828 Yosemite St. Seaside, CA. 93955/ AR-2026-002 and MUP-2026-001.

Affinity Residential Design LLC | P.O. Box 333, Carmel Valley, CA 93924 | Phone: 831-238-5266

Page 3 of 4



5. Require the applicant to demonstrate that reasonable design alternatives have been evaluated and that the proposed design represents the least impactful solution with respect to neighboring privacy and compatibility.

Thank you for your consideration of these concerns and for including this letter in the public record for this application.

Respectfully submitted,

Kristin Setliff
Affinity Residential Design LLC.

Project: 1828 Yosemite St. Seaside, CA. 93955/ AR-2026-002 and MUP-2026-001.

Affinity Residential Design LLC | P.O. Box 333, Carmel Valley, CA 93924 | Phone: 831-238-5266

Page 4 of 4

From: Christopher Kogan <cmk62@yahoo.com>
To: <planning@ci.seaside.ca.us>
Date: 6/22/2026 9:20 AM
Subject: Formal Objections To: Architectural Review Application AR-2026-002 & Minor Use Permit MUP-2026-001
Project Address: 1828 Yosemite Street (APN 012-621-034)
Attachments: Seaside Planning 6_21_26.pdf

Please review this formal objection to the above mentioned pending project, some of the objections may or may not have been considered in your review process, but I make reference to them here for the record.

Thank you,

Chris Kogan

Phone Number: 831-633-1400
Email: cmk62@yahoo.com

117

Date: June 21, 2026
To: City of Seaside Planning Commission
Attn: Planning Division & Commission Secretary
440 Harcourt Avenue, Seaside, CA 93955
Email: cityclerk@ci.seaside.ca.us

RE: PROCEDURAL & TECHNICAL OBJECTION

- **Case Numbers:** Architectural Review Application **AR-2026-002** & Minor Use Permit **MUP-2026-001**
- **Project Address:** 1828 Yosemite Street (APN 012-621-034)
- **Zoning District:** Single-Family Residential (RS-8)
- **Hearing Date:** Wednesday, June 24, 2026, at 6:00 PM

Dear Honorable Commissioners and Planning Staff,

My name is Chris Kogan, and I am the owner of the property located directly behind the applicant's parcel. I am submitting this formal written objection to request that the Commission deny the requested Minor Use Permit and Architectural Review approval, or issue a mandatory continuance of this item based on notification and technical defects.

1. Procedural Defect: Failure of Public Notification

Despite this item appearing on the active agenda for this Wednesday, **I have received zero official mailed public notices from the city**, in direct violation of the California Brown Act and Seaside Municipal Code.

I find it odd that the agenda explicitly notes that the *"Applicant has elected to have the project go to public hearing,"*. Moving to a vote when the most impacted, rear neighbor has been denied their statutory 10-day notice window. I request a mandatory continuance so proper notices can be distributed.

2. The "Single Finished Grade" Calculation

The applicant's property features a complex, multi-level layout: a West-to-East inclined driveway leading up to a North-South garage, which sits approximately 4 feet lower than the upper house foundation. The applicant is proposing to structurally bridge these two separate building levels using a second-story walled structure and deck.

Under the Seaside Zoning Code, once a previously detached garage is structurally unified with a primary residence, **the entire combined footprint is legally bound to a single, flat, mathematically averaged finished grade baseline plane**. The code does not allow for a split-level or "adjusted" grade line to accommodate the approximate 4-foot height difference.

The single story house baseline plane floats significantly higher than the garage. Any second-story built must stay under 24 feet relative to the *single, averaged baseline for the entire unified footprint*. For the record I request that a third party **certified topographic survey and engineering cross-section** be performed to prove their roof peaks do not breach the 24-foot municipal maximum.

3. Whole-House Fire Sprinkler Infrastructure

By structurally connecting the garage, the deck, and the house into one unified footprint, this project represents a square footage expansion over 50% of the existing 1,174 square-foot home. This massive alteration triggers a **mandatory whole-house fire sprinkler retrofit** under the California Fire Code and **Seaside Municipal Code Chapter 15.06**.

Under NFPA 13D standards, operating a residential sprinkler system requires a continuous water flow rate of approximately 31 Gallons Per Minute (GPM). The property's current standard water main is physically incapable of handling this volume. To protect the hillside and surrounding homes from fire hazards. Again for the record I request that the Board make any initial planning approval strictly **contingent upon the applicant submitting a third party certified Water Flow / Hydrant Pressure Test and full hydraulic engineering plans** proving they can upsize to a 1-inch or 1.25-inch main across the public right-of-way before a building permit is issued.

As I have already have had two fire related instances from this property, one which I had to be evacuated from my home under the previous ownership and has left the subject property in its current, inhabitable condition and a second when the current owners workman decided to light a bonfire of discarded brush and dead grass in the back yard as opposed to bagging it up for disposal. As the prevailing winds blow from the northwest and this property sits directly west-northwest of my property the smoke produced from this event caused it to blow directly into my house and had to ask to have it extinguished, which was accomplished shortly thereafter. So having a two story structure, now extending above our fenceline causes me great concern as per the previous events.

Conclusion and Requested Action

Because of the bypass to standard notification laws, the questionable single grade line calculation and the fire concerns I respectfully urge the Commission to table this item for further consideration.

Sincerely,

Name: Chris Kogan

Property Address: 8 Yerba Buena Ct. Seaside, Ca. 93955

Phone Number: 831-633-1400

Email: cmk62@yahoo.com

119

From: Christopher Kogan <cmk62@yahoo.com>
To: <planning@ci.seaside.ca.us>
Date: 6/22/2026 9:20 AM
Subject: Formal Objections To: Architectural Review Application AR-2026-002 & Minor Use Permit MUP-2026-001
Project Address: 1828 Yosemite Street (APN 012-621-034)
Attachments: Seaside Planning 6_21_26.pdf

Please review this formal objection to the above mentioned pending project, some of the objections may or may not have been considered in your review process, but I make reference to them here for the record.

Thank you,

Chris Kogan

Phone Number: 831-633-1400
Email: cmk62@yahoo.com

120

Date: June 21, 2026

To: City of Seaside Planning Commission

Attn: Planning Division & Commission Secretary

440 Harcourt Avenue, Seaside, CA 93955

Email: cityclerk@ci.seaside.ca.us

RE: PROCEDURAL & TECHNICAL OBJECTION

- **Case Numbers:** Architectural Review Application **AR-2026-002** & Minor Use Permit **MUP-2026-001**
- **Project Address:** 1828 Yosemite Street (APN 012-621-034)
- **Zoning District:** Single-Family Residential (RS-8)
- **Hearing Date:** Wednesday, June 24, 2026, at 6:00 PM

Dear Honorable Commissioners and Planning Staff,

My name is Chris Kogan, and I am the owner of the property located directly behind the applicant's parcel. I am submitting this formal written objection to request that the Commission deny the requested Minor Use Permit and Architectural Review approval, or issue a mandatory continuance of this item based on notification and technical defects.

1. Procedural Defect: Failure of Public Notification

Despite this item appearing on the active agenda for this Wednesday, **I have received zero official mailed public notices from the city**, in direct violation of the California Brown Act and Seaside Municipal Code.

I find it odd that the agenda explicitly notes that the *"Applicant has elected to have the project go to public hearing,"*. Moving to a vote when the most impacted, rear neighbor has been denied their statutory 10-day notice window. I request a mandatory continuance so proper notices can be distributed.

2. The "Single Finished Grade" Calculation

The applicant's property features a complex, multi-level layout: a West-to-East inclined driveway leading up to a North-South garage, which sits approximately 4 feet lower than the upper house foundation. The applicant is proposing to structurally bridge these two separate building levels using a second-story walled structure and deck.

Under the Seaside Zoning Code, once a previously detached garage is structurally unified with a primary residence, **the entire combined footprint is legally bound to a single, flat, mathematically averaged finished grade baseline plane**. The code does not allow for a split-level or "adjusted" grade line to accommodate the approximate 4-foot height difference.

The single story house baseline plane floats significantly higher than the garage. Any second-story built must stay under 24 feet relative to the *single, averaged baseline for the entire unified footprint*. For the record I request that a third party **certified topographic survey and engineering cross-section be performed to prove their roof peaks do not breach the 24-foot municipal maximum**.

3. Whole-House Fire Sprinkler Infrastructure

By structurally connecting the garage, the deck, and the house into one unified footprint, this project represents a square footage expansion over 50% of the existing 1,174 square-foot home. This massive alteration triggers a **mandatory whole-house fire sprinkler retrofit** under the California Fire Code and **Seaside Municipal Code Chapter 15.06**.

Under NFPA 13D standards, operating a residential sprinkler system requires a continuous water flow rate of approximately 31 Gallons Per Minute (GPM). The property's current standard water main is physically incapable of handling this volume. To protect the hillside and surrounding homes from fire hazards. Again for the record I request that the Board make any initial planning approval strictly **contingent upon the applicant submitting a third party certified Water Flow / Hydrant Pressure Test and full hydraulic engineering plans** proving they can upsize to a 1-inch or 1.25-inch main across the public right-of-way before a building permit is issued.

As I have already have had two fire related instances from this property, one which I had to be evacuated from my home under the previous ownership and has left the subject property in its current, inhabitable condition and a second when the current owners workman decided to light a bonfire of discarded brush and dead grass in the back yard as opposed to bagging it up for disposal. As the prevailing winds blow from the northwest and this property sits directly west-northwest of my property the smoke produced from this event caused it to blow directly into my house and had to ask to have it extinguished, which was accomplished shortly thereafter. So having a two story structure, now extending above our fenceline causes me great concern as per the previous events.

Conclusion and Requested Action

Because of the bypass to standard notification laws, the questionable single grade line calculation and the fire concerns I respectfully urge the Commission to table this item for further consideration.

Sincerely,

Name: Chris Kogan

Property Address: 8 Yerba Buena Ct. Seaside, Ca. 93955

Phone Number: 831-633-1400

Email: cmk62@yahoo.com

122

Public Comments
for 7/8/26 Planning Commission Public
Hearing
AR-2026-002 and MUP-2026-001

123

Jennifer Hancock - Fwd: Re: Agenda Published

From: Beth Rocha
To: Jennifer Hancock
Date: 7/8/2026 12:06 PM
Subject: Fwd: Re: Agenda Published

Public comment for tonight. Please print for commissioners.

Thank you,

Beth Rocha (she/her)
Senior Planner
831-899-6728



Include ~ Innovate ~ Inspire

>>> Thomas Rettenwender <thomas@ecologicarc.com> 7/8/2026 11:49 AM >>>
Hi Beth,

I won't be able to make it this evening to the hearing but my assistant Tiara will be there.

Here is what we are thinking to say on behalf of the project.

In the last hearing, the Board wanted to approve our project but made one request because the Neighbor Erica, to the south, was concerned about the attached garages. The Neighbor Erica wanted us to separate the garage in our project from her garage. They are attached to one another, which is unusual but not uncommon. The building code has ways to resolve 0 foot setbacks. This code application for 0 foot setbacks is used in other parts of Seaside.

Although the City of Seaside planning staff and the city attorney recommended the board approve the project as is, with the two garages attached to one another, since it is existing, non-conforming, the architectural review board asked that for fire security purposes, and to appease the neighbors request, we separate our garage from Erica's garage and meet the required setback.

This is an additional expense for us, and the city attorney said the city can't require this legally and per the zoning and building code. City of Seaside planning staff informed the

124

board at the last hearing that the city can't require our project to separate the garage since it is existing nonconforming and we are not making the nonconformance any worse.

but we do understand the logic to a certain degree.. It might save hassle and complications down the road. It might reduce the cost of insurance for both parties.

The revised plans now show that the proposed now meets the 5 foot setback between our garage and the property line. Our driveway has gotten 5 feet more narrow as a result.

In the building permit phase, we will address exactly how we plan to deal with the separation from a structural and constructibility standpoint.

Since the applicants have agreed to incur the additional expense of separating, and sacrificed 5 feet of an already narrow driveway , we think it is fair that Erica cover the cost of waterproofing and covering the garage wall, which was formally a Common interior wall , but in the future Ericas exterior garage wall.

Once the applicants garage is separated from the neighbors garage, the applicants do not want to be held responsible or liable in any way for the neighbors garage wall. It will be her sole responsibility to retrofit and maintain since the applicants have Done what they can and sacrificed to remedy the situation on their own property.

The applicants will give Erica and her team access to perform the work at the appropriate time.

Our clients, the Maciel family, are in desperate need to get the project going. This is multigenerational housing for their family. The delays and additional cost and additional complications have already caused the family additional hardship. Construction financing has been approved, but will not be accessible until the permit is approved. We request that the board approved the project without further delay. Every month is costing the Maciel family a five figure mortgage for a vacant unusable property.

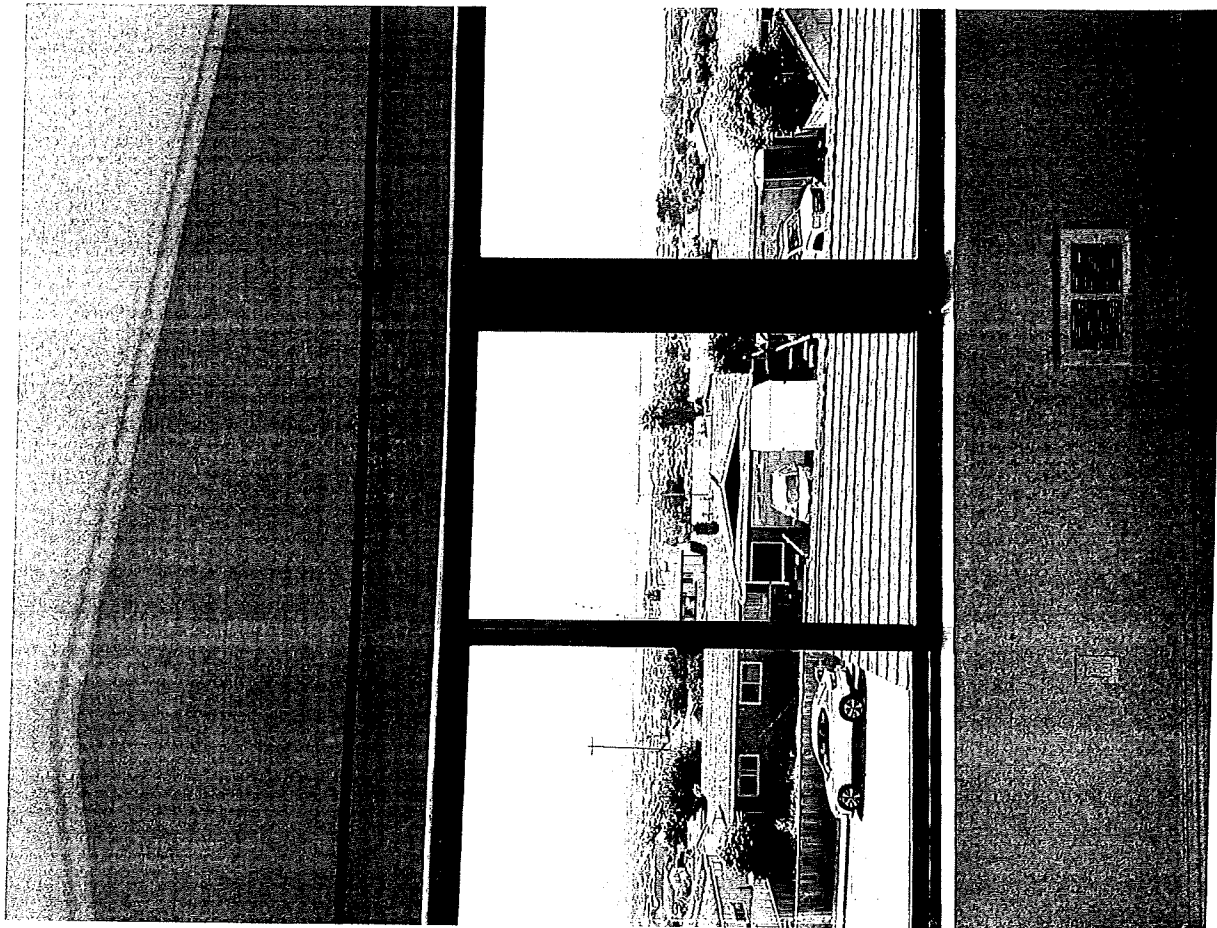
There was an additional concern raised by Erica , the neighbor to the south, about the privacy aspect of the proposed roof deck. As explained in the previous hearing, the roof deck is designed to accommodate structural and zoning code requirements. The Neighbor Erica has taken advantage of a beautiful view with her upper floor edition,, the Maciel family would like to do so as well. Any future additional screening between the two properties would be a matter of neighborly negotiation, but not a matter of zoning or building code requirements.

Again, we emphasize that this extended architectural review process has already caused additional hardship for the applicants. We are going above and beyond to meet the neighbors concerns about the attached garage, whether this is a legal request or not. Please approve the project without any further delay, so the Maciel family can continue

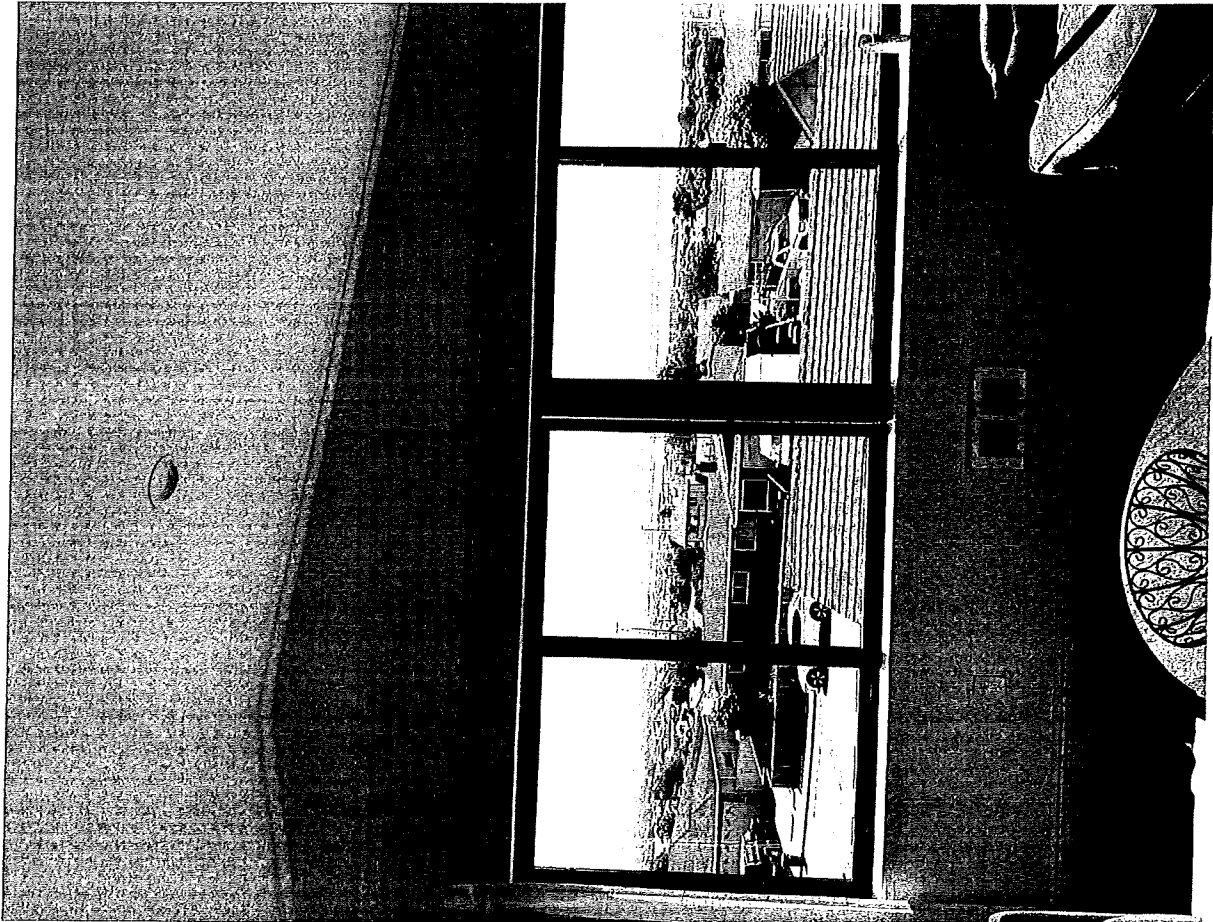
125

with their building permit application process and get the project completed as quickly as possible, before the regulatory delays and expenses make the project unattainable. Thank you for your support, this project will take a dilapidated home and turn it into a beautiful state of the art, multigenerational safe and sustainable home, something we can all be proud of.

We also wanted to draw attention to the fact that Erica still will have a million dollar ocean view from her second upstairs family room (her living room is downstairs) Her claim of being impacted by the roof deck are exaggerated in our opinion. See photos attached.



126



127



Thomas Rettenwender, Architect
831-920-8333

On Jul 2, 2026, at 4:13 p.m., Beth Rocha <BRocha@ci.seaside.ca.us> wrote:

MailScanner has detected a possible fraud attempt from
"urldefense.proofpoint.com" claiming to be
<https://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

Thomas, if you want to provide visual aides for your applicant comment, please provide before noon on July 8th.

Also, we received a public comment regarding screening of the deck. If you are open to this via a solid material on the south end, please specify so during your comment- or not!

Dependent on what the PC says about comments received, Planning staff might suggest that lighting not required by code, such as string lights on the deck, be required to be turned off after a certain time at night.

128

City of Seaside Planning Commission
440 Harcourt Avenue, Seaside, CA 93955
Re: AR-2026-002 (Architectural Review) and MUP-2026-001 (Minor Use Permit)
Follow up hearing 7/8/26

1828 Yosemite Street, Seaside, CA 93955 — APN 012-621-034

Submitted by: Erica Sabin, 1820 Yosemite Street, Seaside, CA 93955

As requested by the Planning Commission in the 6/28/26 meeting, the applicant and I are working on aligning a separation agreement, and have not, as of this writing, completed it. I am adding this public comment to the prior public comments submitted for the 6/24/26 meeting. As of this writing, those are still valid to this situation.

As the directly impacted adjacent neighbor, I am writing to submit my formal, technical objection to the proposed elevated deck structure at 1828 Yosemite Street. These are in addition to the prior public comments on the injury to me personally regarding the MUP for 1828 Yosemite Street. The deck has gone from a **271 sq ft** massive elevated deck, to an even more massive **337.1** sq ft elevated deck. I have shared my concerns with the applicant. I have tried many avenues to avoid asking for anything to be modified or denied. For Example, engaging Affinity design, the engineer, as well as trying to see if a second story ADU could work. I have spent thousands of dollars to help, but nothing has been successful.

I finished my build of 1820 in October of 2025. I only went up on half the house, I didn't touch the garage, I kept the build away from towering over the street with all the other massive structures already built. I told the applicant my plans, as he bought his house just 2 months after I bought mine. I minimized windows as much as was possible with the egress rules. I kept my build respecting the neighbors and still being allowed to go up. I had no room in the back, unlike the applicant, to build given the slope and tight space.

In addition to this, I have seen the re submitted plans moving the garage 5ft out. The physical placement, scale, and intended use of this structure directly conflicts with the **Seaside 2040 General Plan** and state **CEQA** environmental baselines.

I request that the Planning Division Condition this permit to exclude or modify the deck.

1. Land Use and Urban Design Programs (Policy LUD-2)

Neighborhood conservation. To preserve Seaside's existing residential neighborhoods, the City should take the following steps to foster change within each neighborhood.

Residential zoning and objective design standards: Review and update residential zoning standards to ensure **new development complements existing neighborhoods** through objective design standards.

- **The Conflict:** Placing a 13-foot floor height railed platform that people will stand on and be taller than the rails, on a flat garage roof creates a massive dominate deck on top of an elevated garage. This structural footprint is entirely incompatible and disproportionate with our existing neighborhood fabric.

2. Violation of the Noise Element CNEL Thresholds (Policy N-1 & N-2 Table 17, Table 18)

The Noise Element of the Seaside 2040 General Plan explicitly mandates that the city maintain an exterior noise exposure threshold of **65 dBA** for single-family residential zones to protect public health and neighborhood tranquility. CNEL may be based on an average but no one can restrict the frequency of the use of the deck and its regularity on the increased noise on top of an already high traffic artery with buses that run every hour and every half hour based on the schedule 150 feet away.

- **The Conflict:** A railed platform of this size sitting on a garage roof designed explicitly to hold crowd of 25-50 people is an unshielded structural drum. At an elevation of over 13 feet (-4.4 grade plus the 9 foot tall garage it sits on and people who would be 5-6 feet tall on top adding to the height), sound waves have no structures or vegetation to stop the megaphone affect. There is no mention of the structural way it will be built and how many people it will be built for. Can this even be managed and will this create constant calls to enforce?
- 1825 Yosemite is going up already see photos attached (1841 requested a permit and I don't know if it was approved, both directly in front of 1828) and it is creating a huge wall for the deck noise to bounce off or acoustically reflect, along with the buses coming from 6am to 9:30pm running on the hour and sometimes on the half hour with their air brakes and loud mechanics pulling in and out of the bus stops 150 feet from 1828. This creates an acoustic resonance, and it will amplify the sound between the new builds and the mass of the new deck. The street is going to be a canyon of sound. The majority of these homes will go up. This will only get worse.
- **The CNEL Math:** Sound levels from a crowd this size routinely average 80+ dBA at the source, projecting roughly 67-71 dBA directly across my property line and the neighborhood. The recreational deck can be used for 25-50 people in the evenings. Approving this structure mathematically ensures that my property will be subjected to noise levels that permanently violate the city's 65 dBA CNEL statutory limit.

3. CEQA "Unusual Circumstances" Exception (Section 15300.2)

The applicant may argue this project qualifies for a quick Class 3 Class Categorical Exemption under CEQA as a minor accessory structure.

- **The Conflict:** Under CEQA Guidelines Section 15300.2, a categorical exemption is completely invalid if "unusual circumstances" create a reasonable possibility of a significant environmental impact. A 13-foot high, unshielded outdoor social assembly platform that people will be on, that add their height to the height of the nuisance, with the nuisance hovering directly over a neighboring properties is a highly unusual residential feature. There are no structures around that have this height, girth and proximity to properties anywhere near here. It creates severe, unmitigated acoustic and privacy impacts that degrade the immediate environment. This unusual height and proximity is what directly causes the acoustic and privacy impacts described in this document. Also detailed above, this unusual height and design produces noise levels that mathematically exceed the General Plan's own threshold.

Permanent Screen

As stated in the prior submission for the 6/24/26 meeting, the applicant agreed to **screen the deck IF** approved. I request a deed restriction, thereby carrying it to new ownership. I did not see the screening in the resubmitted plans.

4. Privacy

I tried to mitigate this and looked into building an ADU. Which would have helped with line of site and sound, however, the height limit precludes this from being feasible to add to the top of my existing garage once separated. This would not have solved for noise for the rest of the neighborhood. And would add to the Massive structures that line this side of the street. The street is lopsided, depending on who goes up first, the street is not transitioning in a smooth manner.

The Conflict:

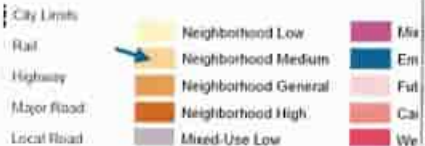
An elevated 13-foot high social platform directly contradicts standard residential privacy buffers by creating an extreme, unmitigated "overlooking" hazard. While ground-level activities are naturally screened by traditional property fences or vegetation, elevating a high-occupancy assembly deck on top of a flat garage roof creates an immediate, permanent line-of-sight straight down into my private front patio, and interior living room, upstairs, downstairs and the front bedroom. This invasive structural placement robs my home of its reasonable expectation of privacy, effectively turning my private property into a highly exposed viewing stage for crowds of up to 50 people. The design introduces an overly aggressive, intrusive viewing platform that is fundamentally incompatible with the residential privacy standards of Yosemite Street.

5. NM /T4 Neighborhood Corridor



Table 2: General Plan Designations

Major Classes	Maximum Density / FAR	Land Use Designation and Summary Description	Zoning Correlation
RESIDENTIAL	8 du/ac	Neighborhood Low (NL): Primarily single-family dwellings, with Accessory Dwelling Units or low-density multi-family housing clustered on some sites.	T3 Neighborhood Corridor
	15 du/ac	Neighborhood Medium (NM): Wide range of low- and moderate-density residences, including attached and detached single-family buildings.	T4 Neighborhood Corridor



The plan appears to show 1828 as zoned for NM in a T4 neighborhood corridor. R12 for Zoning. This deck transforms the use of this to a permanent, unshielded outdoor assembly platform, scaled to host 25-50 people transforms the residential home's profile into a commercial style social gathering place. This conflicts with the intended neighborhood character of the NM designation. This is not a balcony, it's a 337.10 sq ft deck built for gathering as stated by the applicant's daughter in the 6/24/26 meeting.

Does the combined zoning and neighborhood designation turn this into an Assembly Occupancy (Group A) or (Group B) space? Is another egress required? Is it a Form-based transect? Does it require heavy screening, not shown in the plans? Does title 17 reflect the changes from the 2040 General Plan?

Nothing has shown what the load will be. Whether it's 22 or 50 it is still a deck built for large gatherings and many people.

CBC Section 302.1 requires that occupied roofs be classified in the group that the occupancy most nearly resembles according to fire safety and relative hazard under Section 503.1.4. The applicant has described this deck as a party deck designed for gatherings. There is no written occupancy classification determination for this occupied roof in the submitted plans. I request this to be addressed in the submitted plans.

Has the city produced a written occupancy determination for this occupied roof structure? We have the applicant's stated intended use. Please provide one.

Closing

Statement:

Violation of Architectural Review Findings Required Under Section 17.62.030(C)

Section 17.62.030(C)(1) permits administrative approval of an Architectural Review only if the Zoning Administrator can affirmatively make all of the following findings. Based on the evidence detailed throughout this submission, none of these findings can be made.

Finding (1): "The proposed structure will not adversely impact the character of the neighborhood."

This finding cannot be made. As detailed in the Land Use and Neighborhood Character sections above, the proposed structure converts a single-family residential frontage into what the applicant's own representative described at the 6/24/26 meeting as a space built "for gathering." This directly conflicts with the NM (Neighborhood Medium) designation's stated character objectives — frontages providing "a moderate measure of privacy for residents" within "a comfortable, walkable public realm." A 13-foot-high, unshielded, party-scale platform is not a frontage feature contemplated by that designation, and adversely impacts neighborhood character both visually and through the noise and privacy impacts detailed above.

Finding (2): "The proposed structure will be compatible with the scale, bulk, height, and location of existing structures located on the neighboring block face."

This finding cannot be made. There are no existing deck or near by on the Yosemite Street block face of comparable height, girth, or proximity to a neighboring property line. The proposed platform sits atop a 9-foot garage, itself set at a -4.4 grade differential, and is designed to hold large groups standing occupants of ordinary height — producing an effective elevation well in excess of 13 feet directly overlooking the adjacent property. No deck currently on this block face combines this height, this footprint, and this proximity to a neighbor's private outdoor and interior living space. The block face is also actively in transition, with new construction at 1825 Yosemite already altering the streetscape and a pending application at 1841 Yosemite of unknown status — meaning the "existing" block face itself is not a stable, uniform baseline against which compatibility can currently be assessed with confidence. Approving a structure of this scale before that context is settled risks compounding, rather than resolving, an already inconsistent streetscape.

Finding (3): "The project is exempt or is not a project under CEQA."

This finding cannot presently be made. As detailed in the CEQA section above, the "unusual circumstances" exception under CEQA Guidelines Section 15300.2(c) applies where a project's unusual characteristics create a reasonable possibility of a significant environmental effect, notwithstanding an otherwise-applicable categorical exemption. The height, occupancy scale, and unmitigated acoustic and privacy impacts of this structure — impacts directly caused by the very features that make it unusual for this block face, as required under Finding (2)

above — establish that reasonable possibility. Until the City makes a reasoned determination addressing the unusual-circumstances exception on the record, the project cannot be found exempt from CEQA, and Finding (3) is unsatisfied.

Conclusion

- a. Refer this application to full Planning Commission hearing per Section 17.62.030(C)(2), as administrative findings (1)–(3) cannot be made.
- b. Require a written CBC Section 302.1 occupancy classification determination for the occupied roof before further review.
- c. Confirm on the record the parcel's zoning/transect designation and Title 17 consistency with the 2040 General Plan's NM designation.
- d. Require the previously agreed screening be recorded as a deed restriction/covenant running with the land.
- e. If approved in any form, condition approval on defined occupancy limits, hours of use, and no amplified sound.
- f. Correct and confirm the accurate Noise Element CNEL threshold before making findings under Section 2 above.

Because Findings (1) through (3) cannot be made, this project does not qualify for administrative approval under Section 17.62.030(C)

Please add this formal objection to the project's permanent file and notify me of all upcoming Board or Commission hearing dates.

Thank you for the opportunity to comment.

Privacy Issue Front Upper Living Room 1820 Yosemite Street

134



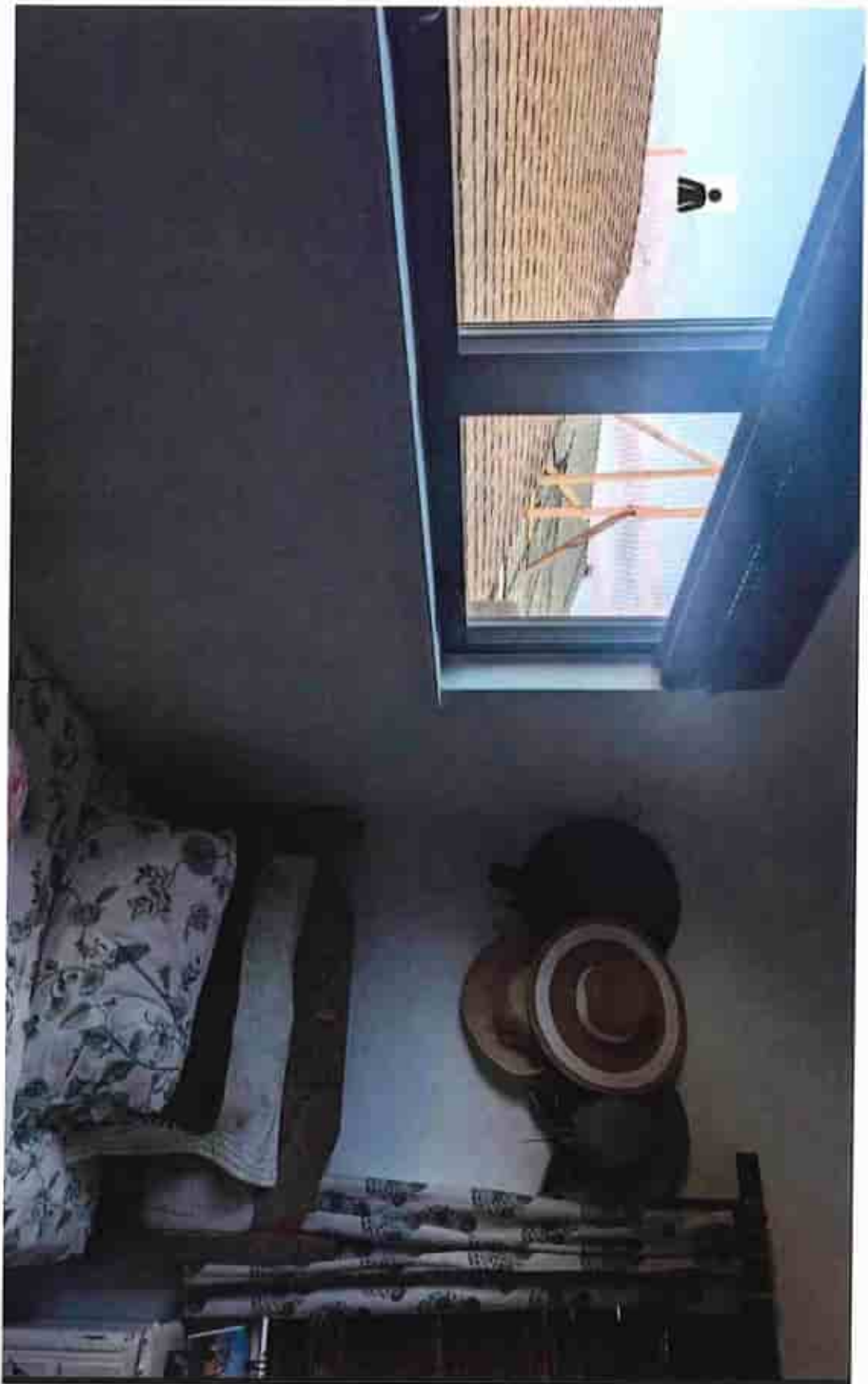
271 sq ft, live load allowed is from 20-50 depending on how calculated by sq ft or weight.
337 max

As the applicant's daughter said in the last meeting, they will have parties to which I am invited. The applicant also said that they would put up a privacy screen, I did not see it in the revised plans

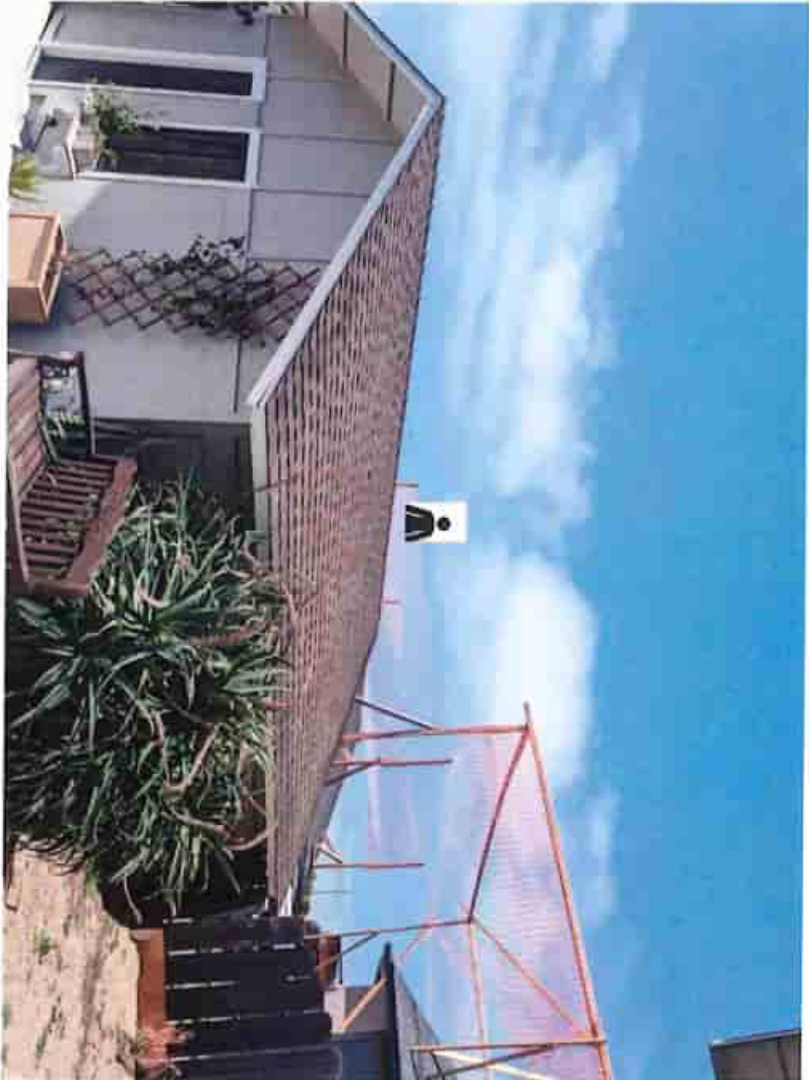
IF the deck is built, please have the privacy screen required no matter who owns the property.

134

Privacy Issue Front Bedroom standing at closet



Privacy Issue Front Patio



Front view from across the street



- a. This is out of scale for the neighborhood, (Goal LUD-1),
- b. this does not treat interfaces gracefully,
- c. this does not integrate smoothly with the rest of the street.
- d. This is a deck, not living space, there are bus stops on both sides of the street 150 feet from here. On either side of the corner of San Pablo and Yosemite.
- e. Intensive Assembly Use



Staff report talked about the scale of the property next door being similar.

The house may be but the deck isn't

The deck is tucked in and lower, and not as big.

Narrow railed balcony on the street side



These are the type of elevated balconies, narrow and high that are dominant in the neighborhood



General Plan 2040

LUD 10

Blight and Nuisance

LUD 11

Preserve and improve compatible scale and adequate transitions

LUD 12

Integration of old and new

Not diverse in home sizes

1700 block of Yosemite examples



Noise Increased Nuisance



Creates elevated noise bouncing causing acoustic reflection off each building with a bus air brakes and acceleration 150 fee away.

The bus itself is an elevated decibel rating – adding this deck and the people on it will multiply that and elevate it to being a nuisance.

Noise Increased Nuisance will just be getting worse

1841 had poles up, but do not know status of permit the view looking at 1825 will eventually be a view looking at 1841 also.

Add to bus noise bouncing between these and the new garage and deck mass, people use noise, so close to the bus stops 3 houses away.



**Emails Regarding
AR-2026-002 and MUP-2026-001**

142

Subject: Re: 1820 Yosemite St
From: Sheri Damon <SDamon@ci.seaside.ca.us>
To: [Andreas Baer <ABaer@ci.seaside.ca.us>, Erica Sabin <erica.sabin@yahoo.com>]
Cc: [Beth Rocha <BRocha@ci.seaside.ca.us>, Building Department <building@ci.seaside.ca.us>, Olga Contreras <OContreras@ci.seaside.ca.us>]
Date: Wed, Jun 3, 2026 at 10:36 AM

Good morning Erica,

The plans at this time are zoning compliance plans and do not show any reliance upon the common wall. The plans as submitted comply with the zoning requirements. It is expected, but you should review the Planning Commission agendas to confirm, that the project will be reviewed on or about June 24, 2026 in a public hearing at which the public may make comments. However, if approved, the building plans will need to be submitted with the structural details of the proposed project. I have provided the below responses to the Building Department, so that if the building plans/structural details impact the common wall the applicant will be required to either modify his plans or show that he has the legal right to make modifications.

Sincerely,
Sheri Damon

Sheri L. Damon
City Attorney



PH: 831-899-6890

>>> Erica Sabin <erica.sabin@yahoo.com> 6/2/2026 4:38 PM >>>
Good Afternoon,

Why is it that staff believes that the neighbor's plans do not rely on on my wall for support?

Is there something you can provide?

That may be something that relieves a lot of misunderstandings in this matter.

Thank you,
Erica Sabin

On Mon, Jun 1, 2026 at 5:00 PM, Sheri Damon
<SDamon@ci.seaside.ca.us> wrote:

Unless there is a legal document that allows for that type of access by your neighbor, the City cannot force you to grant access to your property. The City might grant a permit to allow that type of work to proceed based upon appropriate legal documentation, however, the City cannot force you to grant access.

Sincerely,
Sheri Damon

Sheri L. Damon

City Attorney



SEASIDE
CALIFORNIA

PH: 831-899-6890

>>> Erica Sabin <erica.sabin@yahoo.com> 6/1/2026 2:55 PM >>>

One more question if I may.

Can the city force me to grant access to my roof or footings?

And if so, under what rule of law?

Thank you,

Erica

On Mon, Jun 1, 2026 at 12:28 PM, Sheri Damon
<SDamon@ci.seaside.ca.us> wrote:

Dear Ms. Sabin,

The City's building and planning staff look at

:

- Whether the work has proper building permits.
- Whether the plans show construction fully on your neighbor's parcel and meeting setback/building code requirements.

It is my understanding that the plans submitted by your neighbor are located fully within his parcel and meet the setback/building code requirements (and do not rely upon the common wall shared by the garages.

City staff cannot and will not decide private property rights issues such as:

- Whether your neighbor can structurally rely on your wall. Or
- Whether he has an easement or other right to encroach.

If the approved plans show any part of the new structure crossing the property line or using your garage wall as support, staff will typically flag that and require the owner either to keep all work on his side or to provide documentation of a legal right (easement, recorded agreement) to proceed with those modifications.

As I stated in 2024, we are unable to give you legal advice and to the extent that you believe that his proposed plans rely upon the shared common wall of the garage, you may need to seek your own legal counsel.

Sincerely,
Sheri Damon

Sheri L. Damon

City Attorney



SEASIDE

>>> Erica Sabin <erica.sabin@yahoo.com> 5/31/2026 11:25 PM >>>

Hello

I would like to add that my insurance is not going to insure me if my garage that they insured is now part of the residence of another property and not just a garage.

And I should not be responsible for any increases in insurance for said additional risk associated with my garage now being impacted by the other property's addition.

I will not add fire sprinkler and I will not add footings to my garage for the support of a second story on the other property's addition either.

I am not clear on why the initiative has not already failed to move forward in it's current state?

I will be available to come to the city at any time necessary to understand this matter.

Thank you,
Erica Sabin
831-595-2862

Erica

On Sun, May 31, 2026 at 6:13 PM, Erica Sabin
<erica.sabin@yahoo.com> wrote:

Adding the building department as well.

Erica

----- Forwarded Message -----

From: "Erica Sabin" <erica.sabin@yahoo.com>

To: "Andrew Myrick" <AMyrick@ci.seaside.ca.us>, "Sheri Damon"
<SDamon@ci.seaside.ca.us>

Cc: "Beth Rocha" <brocha@ci.seaside.ca.us>

Sent: Sun, May 31, 2026 at 5:42 PM

Subject: Re: 1820 Yosemite St

Hello

I am at 1820 Yosemite Street and 1828 Yosemite Street is going up to a second story, which I am not disputing going up on his house, I am taking exception for the extension to our attached garages. The garages are ATTACHED.

Our garages are attached and his addition poles are going out to the garage.

Is there someone at the city that can advise if this is legal without my permission since the structure they are going out to is attached to my structure?

145

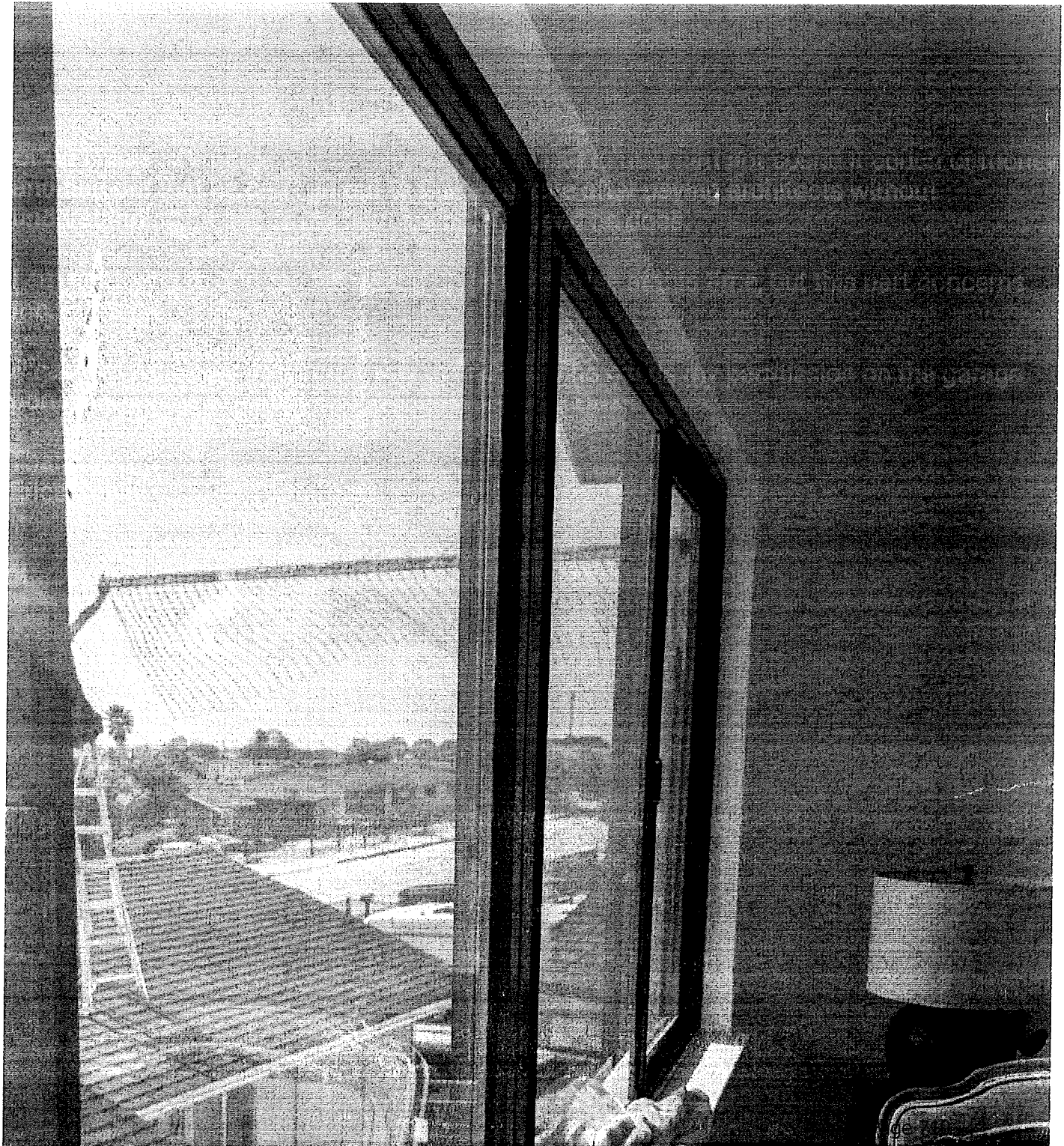
Or do I have to engage with a lawyer? I would like to help him not spend a bunch of money and find out that he can't go out to that structure after paying architects without understanding he needs my permission, if indeed he does.

I am not trying to oppose him going up on the house at this time, but this part concerns me.

Please let me know the proper way to find out if he needs my permission on the garage portion

Thank you,
Erica Sabin

146



t:

c: [null <AMyrick@ci.seaside.ca.us>]

o Erica Sabin <erica.sabin@yahoo.com>

:: [Andreas Baer <ABaer@ci.seaside.ca.us>, Beth Rocha <BRocha@ci.seaside.ca.us>, Building Department <building@ci.seaside.ca.us>, Olga Contreras <OContreras@ci.seaside.ca.us>, planning <planning@ci.seaside.ca.us>, Sheri Damon <SDamon@ci.seaside.ca.us>]

ite Mon, Jun 15, 2026 at 11:16 AM

That's fantastic! I will definitely reach to meet with them.

I'm grateful to everyone for the help.

Erica

1 Mon, Jun 15, 2026 at 11:10 AM, Andrew Myrick
<AMyrick@ci.seaside.ca.us> wrote:

You are welcome Erica!

Thank you for sharing your additional concerns for the record. I cannot speak to your concerns regarding your insurance, but if the garage was converted to an ADU or JADU in the future, it would require a Building Permit and would be subject to fire wall separation requirements. This site layout is a relatively uncommon situation (shared walls in an accessory structure on a property line), so I'm not sure what the requirements would be. Any proposal would be reviewed based on the Codes in effect at the time of submittal. If you'd like to explore this matter in more detail, I am copying Jose Jacobo, our Building Official, in case you would like to reach out to him

Andrew Myrick, AICP, CEC
Housing and Planning Manager
City of Seaside

440 Harcourt Avenue
Seaside, CA 93955
Direct: (831) 899-6830
Mobile: (831) 718-7110

>>> Erica Sabin <erica.sabin@yahoo.com> 6/15/2026 10:56 AM >>>
Thank you for your response and your patience with all my questions.

I was supposed to meet with my Neighbor several times but he had cancelled each one and didn't know how to get answers.

Thank you for explaining all this to me.

I am concerned about having to live with all my curtains closed, but more importantly the risk of having my electric vehicle and all my power tool noises next to a resident living 5 feet away. Fire from a battery and noisy tools are high risks. And losing my homeowners insurance due to the connection per my research is already a problem.

147

I want to be on the record that I am not concerned about an ocean view with regard to his build.

digger issues at play here.

I will get everything prepared in one packet for review very quickly.

Thank you again.

Best Regards,

Erica Sabin
831-595-2862

On Mon, Jun 15, 2026 at 9:53 AM, Andrew Myrick
<AMyrick@ci.seaside.ca.us> wrote:

Hi Erica:

Beth is scheduled to be out of the office until Thursday this week, but I will attempt to answer your questions from your attached emails in her absence:

1) I do not see a JADU in the project plans - the front sheet states that there would be a JADU conversion of the garage but that is likely an error as that conversion is not shown on the project plans. You are correct to note that the plans show the conversion of a portion of the first floor to an ADU, which is enlarged via a 211 square foot addition.

That being said, it is important to note that under California law, we cannot require any discretionary application or public hearing for any ADU or JADU. Therefore, although the plans show the conversion/construction of a new ADU, the application that will go in front of the Commission will not take that into consideration (and will include a condition that the approval does not include the ADU). Any proposed ADU or JADU (including a conversion of the garage to a JADU) would be considered as part of a separate application which, pursuant to California law, would be reviewed only at the staff level and would not be subject to public notification or a hearing (although Building and Fire Code requirements, including for separation and egress, would be applicable).

2) If you are concerned about getting your questions answered by the Planning Commission, I would recommend drafting a list of those questions and providing them to the Planning Commission ahead of the meeting via public comment. That will allow for staff and the Commission to be aware of the concerns ahead of time.

3) Regarding who you can speak with, I would recommend meeting with Beth Rocha, your project planner. She is scheduled to return to the office on Thursday this week - I would recommend you contact her and schedule a time ahead of the Commission meeting to discuss your concerns. She is familiar with all aspects of the project and should be able to answer your questions or at the very least refer you to the appropriate persons.

4) The functions of the Board of Architectural Review (BAR) and the Planning Commission have been combined, and the Board of Architectural Review was eliminated back in 2020 (see Seaside Municipal Code Section 2.26.030 [Chapter 2.26 PLANNING COMMISSION](#)). This

5) Your concerns regarding light and privacy are noted, and I would recommend you bring these concerns to the attention of the Commission as well.

Please let me know if you have any additional questions.

Andrew Myrick, AICP, CECd
Housing and Planning Manager
City of Seaside

440 Harcourt Avenue
Seaside, CA 93955
Direct: (831) 899-6830
Mobile: (831) 718-7110

All,
Additionally is there a JADU And an ADU in the plans calling the garage detached for the JADU is improperly classified? is it not since we share the wall of our garages.

Also is the attachment from the current structure to the garage considered in the JDU square footage?

Attached is the link to the pictures and video of our attached garages.

It seems public meeting won't cover all the questions I have.

Who can I meet with to ask all my questions to, or at least direct the pointed questions regarding the plans and the codes?

Thank you,

Erica Sabin

On Thu, Jun 11, 2026 at 7:37 PM, Erica Sabin
<erica.sabin@yahoo.com> wrote:

Sheri,

In addition to the open question below,
one more question has come up before I meet with Peter tomorrow.

Is there a Water Shed study that has to be done by Peter as well as the engineering and Fire code compliance? Before the building permit can be issued?

Thank you in advance,

Erica Sabin

On Fri, Jun 5, 2026 at 10:56 PM, Erica Sabin

Sheri,

One more question, as I have not seen the plans yet. Mr. Maciel and I will meet next Friday to go over his what ever he has to date.

To understand the connection requirements, besides the party wall you addresses, since the garages are attached and now 1828 will be attaching their house to the garage, will Seaside require fire sprinklers in the connected garages (1820 and 1828) as part of the house requiring fire sprinklers?

Thank you in advance,
Erica Sabin

Erica

On Wed, Jun 3, 2026 at 11:19 AM, Erica Sabin
<erica.sabin@yahoo.com> wrote:

I really appreciate you taking the time to clarify this.

I have not received notice for the hearing but will attend.

I have also reached out to Mr. Maciel, the owner and will give him a heads up that I am requesting he go over the plans and it's impact on our shared wall.

It would save him money to deal with any issues before submitting plans in my opinion as he might have to resubmit and pay more fees.

Thank you again,
Erica Sabin

Erica

On Wed, Jun 3, 2026 at 10:36 AM, Sheri Damon
<SDamon@ci.seaside.ca.us> wrote:

Good morning Erica,

The plans at this time are zoning compliance plans and do not show any reliance upon the common wall. The plans as submitted comply with the zoning requirements. It is expected, but you should review the Planning Commission agendas to confirm, that the project will be reviewed on or about June 24, 2026 in a public hearing at which the public may make comments. However, if approved, the building plans will need to be submitted with the structural details of the proposed project. I have provided the below responses to the Building Department, so that if the building plans/structural details impact the common wall the applicant will be required to either modify his plans or show that he has the legal right to make modifications.

Sincerely,

Sheri L. Damon
City Attorney



SEASIDE
CALIFORNIA

PH: 831-899-6890

>>> Erica Sabin <erica.sabin@yahoo.com> 6/2/2026 4:38 PM >>>
Good Afternoon,

Why is it that staff believes that the neighbor's plans do not rely on on my wall for support?

Is there something you can provide?

That may be something that relieves a lot of misunderstandings in this matter.

Thank you,
Erica Sabin

On Mon, Jun 1, 2026 at 5:00 PM, Sheri Damon
<SDamon@ci.seaside.ca.us> wrote:

Unless there is a legal document that allows for that type of access by your neighbor, the City cannot force you to grant access to your property. The City might grant a permit to allow that type of work to proceed based upon appropriate legal documentation, however, the City cannot force you to grant access.

Sincerely,
Sheri Damon

Sheri L. Damon
City Attorney



SEASIDE
CALIFORNIA

PH: 831-899-6890

>>> Erica Sabin <erica.sabin@yahoo.com> 6/1/2026 2:55 PM >>>
One more question if I may.
Can the city force me to grant access to my roof or footings?
And if so, under what rule of law?

Thank you,

Erica

151

<SDamon@ci.seaside.ca.us> wrote:

Dear Ms. Sabin,

The City's building and planning staff look at

:

- Whether the work has proper building permits.
- Whether the plans show construction fully on your neighbor's parcel and meeting setback/building code requirements.

It is my understanding that the plans submitted by your neighbor are located fully within his parcel and meet the setback/building code requirements (and do not rely upon the common wall shared by the garages.

City staff cannot and will not decide private property rights issues such as:

- Whether your neighbor can structurally rely on your wall. Or
- Whether he has an easement or other right to encroach.

If the approved plans show any part of the new structure crossing the property line or using your garage wall as support, staff will typically flag that and require the owner either to keep all work on his side or to provide documentation of a legal right (easement, recorded agreement) to proceed with those modifications.

As I stated in 2024, we are unable to give you legal advice and to the extent that you believe that his proposed plans rely upon the shared common wall of the garage, you may need to seek your own legal counsel.

Sincerely,
Sheri Damon

Sheri L. Damon
City Attorney



SEASIDE
CALIFORNIA

PH: 831-899-6890

>>> Erica Sabin <erica.sabin@yahoo.com> 5/31/2026 11:25 PM >>>

Hello

I would like to add that my insurance is not going to insure me if my garage that they insured is now part of the residence of another property and not just a garage.

And I should not be responsible for any increases in insurance for said additional risk associated with my garage now being impacted by the other property's addition.

I will not add fire sprinkler and I will not add footings to my garage for the

I am not clear on why the initiative has not already failed to move forward in its current state?

I will be available to come to the city at any time necessary to understand this matter.

Thank you,
Erica Sabin
831-595-2862

Erica

On Sun, May 31, 2026 at 6:13 PM, Erica Sabin
<erica.sabin@yahoo.com> wrote:

Adding the building department as well.

Erica

— Forwarded Message —

From: "Erica Sabin" <erica.sabin@yahoo.com>

To: "Andrew Myrick" <AMyrick@ci.seaside.ca.us>, "Sheri Damon"
<SDamon@ci.seaside.ca.us>

Cc: "Beth Rocha" <brocha@ci.seaside.ca.us>

Sent: Sun, May 31, 2026 at 5:42 PM

Subject: Re: 1820 Yosemite St

Hello

I am at 1820 Yosemite Street and 1828 Yosemite Street is going up to a second story, which I am not disputing going up on his house, I am taking exception for the extension to our attached garages. The garages are ATTACHED.

Our garages are attached and his addition poles are going out to the garage.

Is there someone at the city that can advise if this is legal without my permission since the structure they are going out to is attached to my structure?

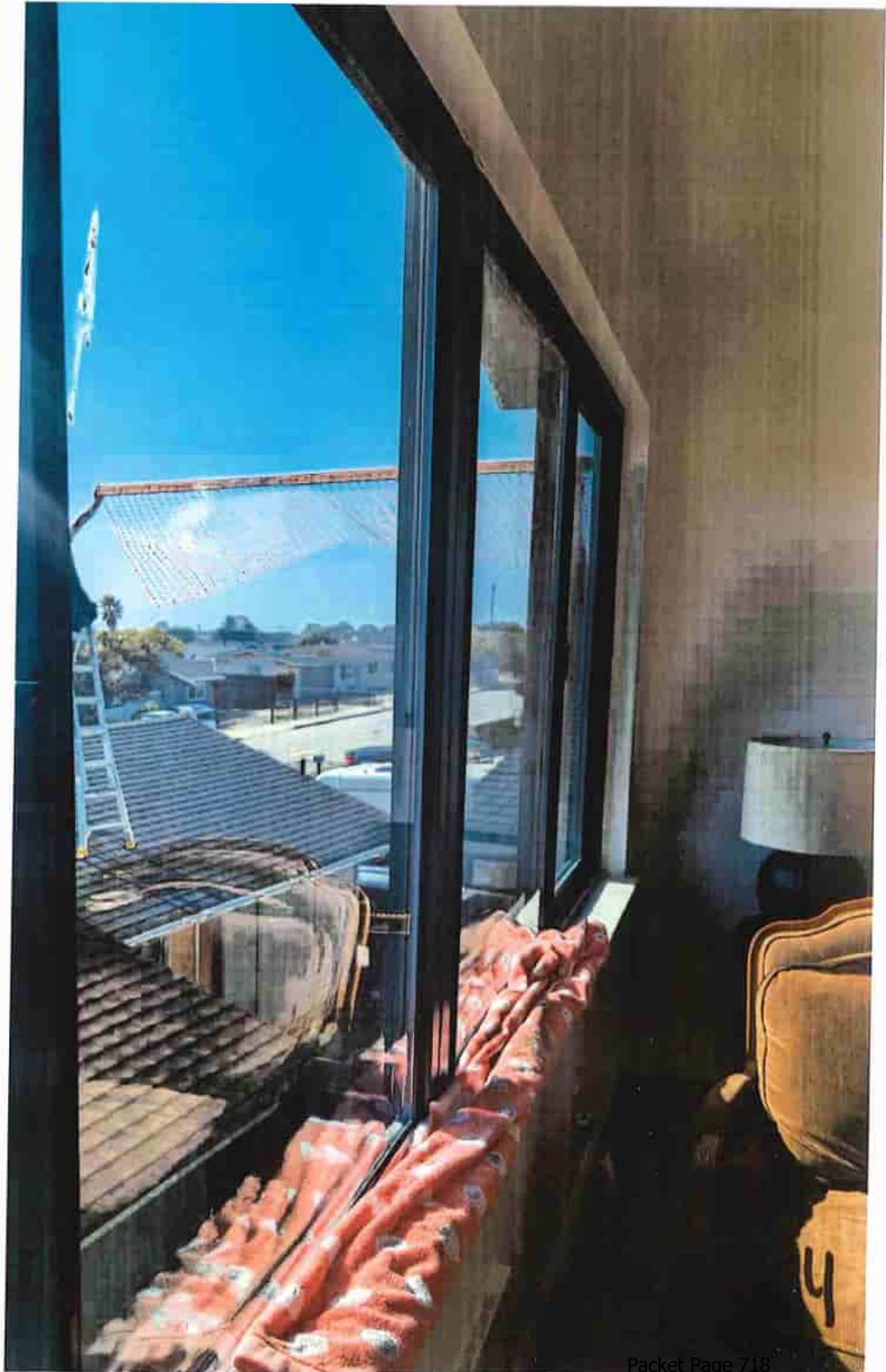
Or do I have to engage with a lawyer? I would like to help him not spend a bunch of money and find out that he can't go out to that structure after paying architects without understanding he needs my permission, if indeed he does.

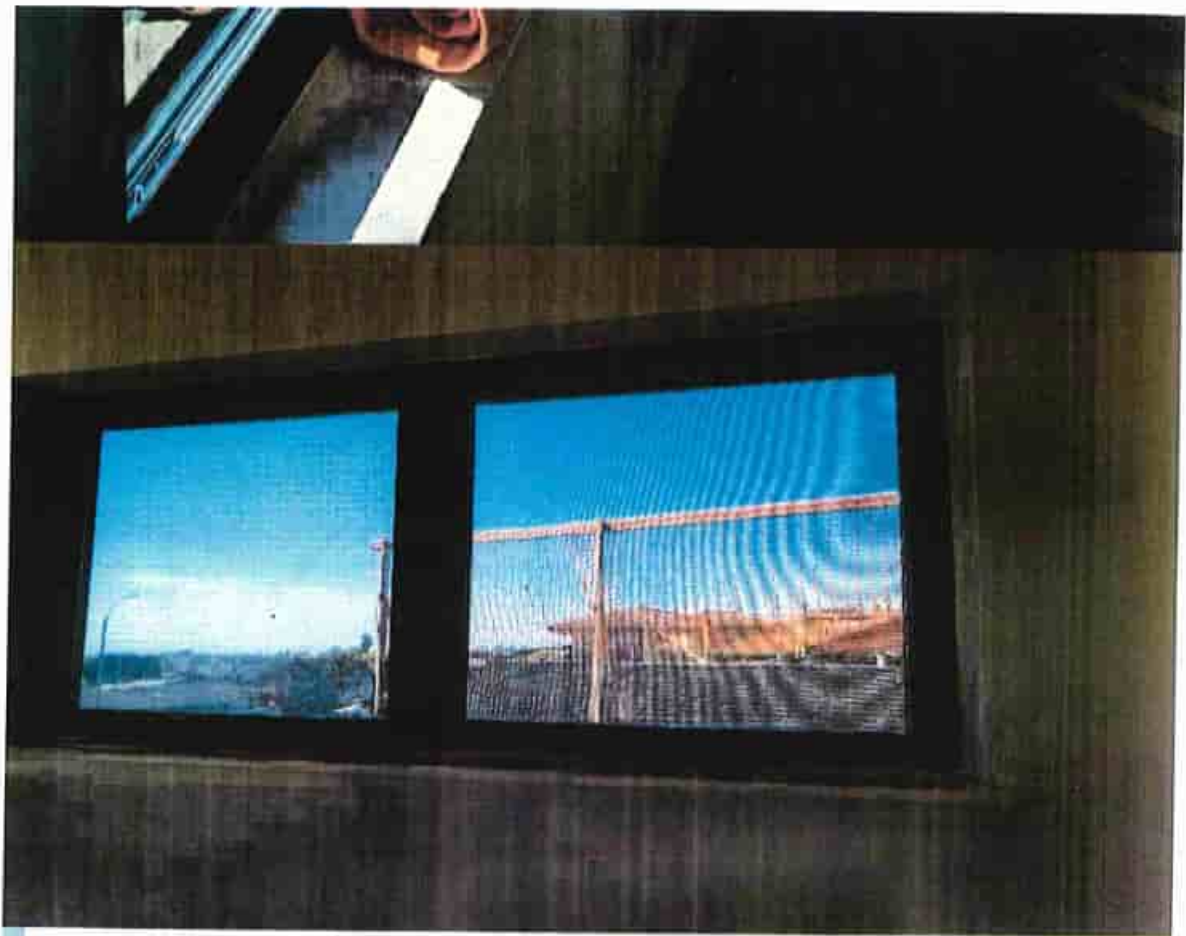
I am not trying to oppose him going up on the house at this time, but this part concerns me.

on the garage portion

Thank you,
Erica Sabin

154





5:23

Signal strength icon, Wi-Fi icon, 85% battery icon



Search here



Ask Maps



Restaurants



Hotels



1828

155

Subject: Re: Garage separation
To: [null <thomas@ecologicarc.com>, Pete Maciel <petermaciel@ymail.com>]
From: Erica Sabin <erica.sabin@yahoo.com>
Date: Wed, Jul 1, 2026 at 6:50 AM

Good Morning

Thank you for taking on the separation agreement document.

One thing I am wondering though.

Did you come look at the new build across the street at 1825 and the one that had not started yet at 1841? And the impact on the view for 1828?

There will be no view for either of us.

I wondered if you overlayed the drawings and the new builds to show how boxed it will look?

then add the one next door to that one at 1841 when he goes up.



Erica

156

<thomas@ecologicarc.com> wrote:

Hi Erica,

Thanks for the heads up. Have you checked with Beth about this ? I know ADU's have a height limit.

Thomas Rettenwender, M.A., Mag. Arch., LEED AP, Architect

Ecologic Architects

cell: 831-920-8333

www.EcoLogicArc.com

From: Erica Sabin <erica.sabin@yahoo.com>

Sent: Thursday, June 25, 2026 09:28

To: Thomas Rettenwender <thomas@ecologicarc.com>; Pete Maciel <petermaciel@ymail.com>

Subject: Garage separation

Good Morning

I wanted to let you know as soon as possible that I will be pulling a permit to go up on my garage.

I will be putting a JADU on the garage and elevating it after separating.

My designer is Kristin Setliff if you want I can get you connected so you can see what we are doing and plan accordingly.

My thought is since we are going to go through all of this, I am going to get this done now.

Hope this helps you not waste time on the design only find out later what my plans are.

Erica Sabin

Subject: Re: Garage separation
To: [null <thomas@ecologicarc.com>]
From: Erica Sabin <erica.sabin@yahoo.com>
Date: Tue, Jun 30, 2026 at 3:40 PM

Hi Thomas,

Pete and I just talked.

He has a lot of questions about what went on at the planning commission, what was said, what it meant.

I suggested he get your take, as I don't want him relying on anything I heard, because I know people don't hear things the same way.

He did say he would talk to you.

And that he would put together a separation agreement.

You are correct about height on an ADU... I am not going to be able to go up, so that one is dead.

Looks like I can't help there, but I tried. Now it's just Pete deciding if he wants to do the separation agreement.

He also said he didn't remember me asking you both if you considered separation. I reminded him I did. In my upstairs living room with you both there and you said there would have to be setback and he said he didn't want to change his plans and that I could do it if I want. My response was it doesn't benefit me, it only benefits you.

That has now proven to be true.

I have spent thousands already on experts to avoid having to get to this, but nothing worked.

Let me know if you need me for any reason.

Thank you,
Erica

Erica

On Thu, Jun 25, 2026 at 11:30 AM, Erica Sabin
<erica.sabin@yahoo.com> wrote:

yup and my designer
the fall back is a higher garage with a deck

158

Erica

On Thu, Jun 25, 2026 at 11:08 AM, Thomas Rettenwender
<thomas@ecologicarc.com> wrote:

Hi Erica,

Thanks for the heads up. Have you checked with Beth about this ? I know ADU's have a height limit.

Thomas Rettenwender, M.A., Mag. Arch., LEED AP, Architect

Ecologic Architects

cell: 831-920-8333

www.EcoLogicArc.com

From: Erica Sabin <erica.sabin@yahoo.com>

Sent: Thursday, June 25, 2026 09:28

To: Thomas Rettenwender <thomas@ecologicarc.com>; Pete Maciel
<petermaciel@ymail.com>

Subject: Garage separation

Good Morning

I wanted to let you know as soon as possible that I will be pulling a permit to go up on my garage.

I will be putting a JADU on the garage and elevating it after separating.

My designer is Kristin Setliff if you want I can get you connected so you can see what we are doing and plan accordingly.

My thought is since we are going to go through all of this, I am going to get this done now.

Hope this helps you not waste time on the design only find out later what my plans are.

Erica Sabin

Subject: Re: Garage separation
To: [Beth Rocha <BRocha@ci.seaside.ca.us>, Thomas Rettenwender <thomas@ecologicarc.com>, Pete Maciel <petermaciel@ymail.com>]
From: Erica Sabin <erica.sabin@yahoo.com>
Date: Thu, Jun 25, 2026 at 2:14 PM

Thank you so much.

I will be investigating this with Kristin's help on experts for things you can't tell but all the information you have very helpful.

Erica

On Thu, Jun 25, 2026 at 1:46 PM, Beth Rocha <BRocha@ci.seaside.ca.us> wrote:

Erica,

Just wanted to clarify something that crossed my mind after the message below was sent.

My take on your garage being able to stay where it is/retain you nonconforming rights, from Planning's perspective, is because the separation is not being initiated on your property/an application by you.

The potential separation by the adjacent property owner is leaving you with a garage with an open side.

All of this, of course, is my take without knowing the nuances of the legal docs/limitations/requirements associated with the structure.

Thank you,

Beth Rocha (she/her)
Senior Planner
831-899-6728



Include ~ Innovate ~ Inspire

>>> Beth Rocha 6/25/2026 9:44 AM >>>

Erica,

Your garage will likely be able to remain as is, at the property line retaining your nonconforming rights.

I would suggest you reach out to Jose in Building to let him know of the modification and his take on closing off your garage at the property line.

Thank you,
Beth Rocha (she/her)
Senior Planner
831-899-6728

Include ~ Innovate ~ Inspire

>>> Erica Sabin <erica.sabin@yahoo.com> 06/25/2026, 07:30 AM >>>
Good Morning

How do I get the information on what the zoning is in our case for separation, so I have understanding of the zoning requirements that will dictate all this?

Thank you, if I need to come in, I can do that.

Thomas copied here probably knows all this but I would like to as well.

Thank you for all the information you have provided through this process.

Erica Sabin
831-595-2862

Subject: Revised Plans 1828 Yosemite

cc:

To: [Thomas Rettenwender <thomas@ecologicarc.com>, Erica Sabin <erica.sabin@yahoo.com>, null <michellemaciel@ymail.com>, Pete Maciel <petermaciel@ymail.com>]

From: Beth Rocha <BRocha@ci.seaside.ca.us>

Date: Thu, Jun 25, 2026 at 3:12 PM

Taking a look now...

Thank you,

Beth Rocha (she/her)

Senior Planner

831-899-6728



Include ~ Innovate ~ Inspire

>>> Thomas Rettenwender <thomas@ecologicarc.com> 6/25/2026 1:58 PM >>>

Hi All,

Thanks for your collaboration on this.

Here are the plans of the Maciel Residence with the garage **shifted 5 ft** away from the property line.

I will let Peter and Michele give the final ok but wanted to share this immediately because time is of the essence.

Beth, can you think of anything else needed to bring this back to the PC ?

Thanks

https://www.dropbox.com/scl/fi/1abawxa2t0he44o5z46ml/260625_YOSEMITE-PLAN-SET-UPDATED.pdf?rlkey=5km8rou0detxgt1o0piodlr8j&dl=0

Thomas Rettenwender, M.A., Mag. Arch., LEED AP, Architect

Ecologic Architects

cell: 831-920-8333

162

From: Beth Rocha <BRocha@ci.seaside.ca.us>

Sent: Thursday, June 25, 2026 13:46

To: Thomas Rettenwender <thomas@ecologicarc.com>; Erica Sabin <erica.sabin@yahoo.com>; Pete Maciel <petermaciel@ymail.com>

Subject: Re: Garage separation

Erica,

Just wanted to clarify something that crossed my mind after the message below was sent.

My take on your garage being able to stay where it is/retain you nonconforming rights, from Planning's perspective, is because the separation is not being initiated on your property/an application by you.

The potential separation by the adjacent property owner is leaving you with a garage with an open side.

All of this, of course, is my take without knowing the nuances of the legal docs/limitations/requirements associated with the structure.

Thank you,

Beth Rocha (she/her)

Senior Planner

831-899-6728



Include ~ Innovate ~ Inspire

>>> Beth Rocha 6/25/2026 9:44 AM >>>

Erica,

Your garage will likely be able to remain as is, at the property line retaining your nonconforming rights.

I would suggest you reach out to Jose in Building to let him know of the modification and his take on closing off your garage at the property line.

Thank you,

Beth Rocha (she/her)

Senior Planner

163

831-899-6728

Include ~ Innovate ~ Inspire

>>> Erica Sabin <erica.sabin@yahoo.com> 06/25/2026, 07:30 AM >>>

Good Morning

How do I get the information on what the zoning is in our case for separation, so I have understanding of the zoning requirements that will dictate all this?

Thank you, if I need to come in, I can do that.

Thomas copied here probably knows all this but I would like to as well.

Thank you for all the information you have provided through this process.

Erica Sabin
831-595-2862

164

Subject: Re: Story Poles 1828 Yosemite down?
To: [null <BRocha@ci.seaside.ca.us>]
From: Erica Sabin <erica.sabin@yahoo.com>
Cc: [City Clerk City Clerk <cityclerk@ci.seaside.ca.us>]
Date: Mon, Jul 13, 2026 at 10:00 AM

thank you so much.

Erica

On Mon, Jul 13, 2026 at 9:54 AM, Beth Rocha
<BRocha@ci.seaside.ca.us> wrote:

The deck was less than 18' above grade and was not required to be staked and flagged.

Thank you,

Beth Rocha (she/her)
Senior Planner
831-899-6728



Include ~ Innovate ~ Inspire

>>> Erica Sabin <erica.sabin@yahoo.com> 7/13/2026 9:48 AM >>>
I appreciate the clarification.

My question included the confusion on the plan resubmission having different set backs vs the original submission.

The former staking and flagging did not accurately represent the proposed and approved development. As I read it needs to in 17.62.030.D.1, last sentence?

In order to accurately portray the new setbacks in the appeal, I have no visual to illustrate the new set backs and deck size to the city council in my appeal packet without the flagging and staking representing the change?

Thank you again for all the help with my questions.

Erica

On Mon, Jul 13, 2026 at 8:23 AM, Beth Rocha
<BRocha@ci.seaside.ca.us> wrote:

Hello Erica,

This is not a violation, as the SMC 17.62.030.D requires:

D. Staking and flagging required. *An applicant for Architectural Review shall do one of the following:*

1. *At least 14 days prior to the date of consideration for an Architectural Review application, staking and flagging shall be erected by the applicant or the applicant's agent, for all proposed structure(s) (including new structures and additions) over 18 feet in height, to demonstrate the dimensions and heights of the ridge lines at the highest peak of each roof line and perimeter. Staking and flagging installation shall comply with the City's standards on staking and flagging. The Zoning Administrator may require that the applicant provide evidence to verify that the staking and flagging has taken place and accurately represents the proposed development.*

Thank you,

Beth Rocha (she/her)
Senior Planner
831-899-6728



Include ~ Innovate ~ Inspire

>>> Erica Sabin <erica.sabin@yahoo.com> 7/12/2026 2:14 PM >>>
Hello,

On or before July 12, 2026, prior to the expiration of the statutory 7-day city council appeal period, the applicant dismantled the required visual story poles. Is this an active violation of standard administrative review procedures, obscuring the project's massive visual and privacy impacts from the public?

166

The window for appeal is still open, and the city council hasn't heard this case, and the deck got bigger, do the poles serve as temporary public notification until the final determination whether it's City Council or remanded back to the Planning phase?

I just returned home from a Funeral today, as I traveled to on Friday to find these removed.

Please let me know if this or isn't a violation.

It's my expectation they must be reinstated with the proper changes from the 7/8/26 Planning Commission meeting until the entire process is complete.

Thank you,
Erica Sabin

167

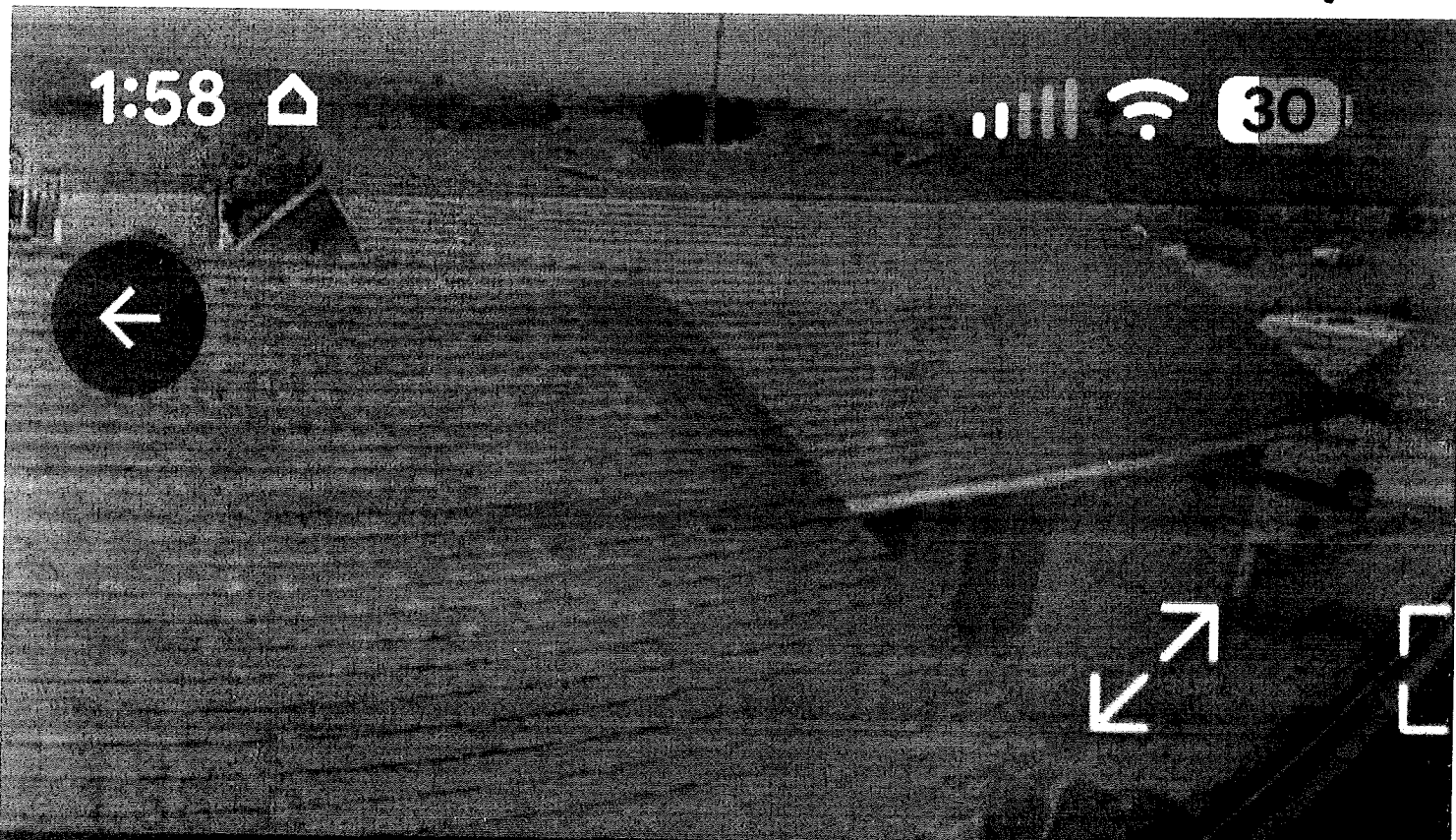


Sun, Jul 12, 2026 • 1:51 PM

Add a caption...

Details

168



1:57:12 PM

Sun, Jul 12, 2026 • 1:57 PM

1:56



30



169

Sun, Jul 12, 2026 • 1:50 PM

Add a caption...

Details



Google Pixel 7



From: [<erica.sabin@yahoo.com>]
To: Beth Rocha <BRocha@ci.seaside.ca.us>
Date: Tue, Jul 14, 2026 at 12:03 PM

The staking and flagging is only for elements 18' or greater, not for all site elements.
The staking and flagging for the project was compliant.

Thank you,

Beth Rocha ([she/her](#))
Senior Planner
31-899-6728



Include ~ Innovate ~ Inspire

>> Erica Sabin <erica.sabin@yahoo.com> 07/14/2026, 11:28 AM >>>

Beth
I am almost ready to deliver today.

I could be there this afternoon

One more thing on the staking and flagging.

The entire garage shifted and the position of the garage shifted due to the separation.
Even if the deck wasn't needed to be staked and flagged, what about that element?

Thank you,

Erica
On Mon, Jul 13, 2026 at 9:54 AM, Beth Rocha
<BRocha@ci.seaside.ca.us> wrote:

170

The deck was less than 18' above grade and was not required to be staked and

Additional Support Exhibits
AR-2026-002 and MUP-2026-001

171

Correcting the Narrative

Timelines –

From late on 6/1/26 to 6/22/26 when I needed to get my public comment into the city clerk for the 6/24/26 Planning Commission Meeting, I spent my time working to communicate and collaborate with Mr. Maciel. This is very little time to gather facts and information to help me understand what was happening in such a complex issue. And scramble to find experts to help. 21 days is not a lot of time to do this and be able to defend myself against injury to my property and my finances.

Mr. Maciel had 9 months to plan his project. During which time he never came to talk to me about any of this even though we have structurally intertwined interdependent garages on a concrete stem wall we share. In fact, when he and I first met after he bought his house shortly after I bought mine, he said he was fixing it up for his daughter and they did commence that activity, but then switched course. Under normal circumstances this would not be an issue. Given the structurally intertwined garages, this is a violation of trust.

Texts and emails –

These texts became my primary ability to engage with Mr. Maciel in order to try and resolve the questions I had before the 6/24/26 and 7/8/26 meetings. My communications show a consistent message of inquiries on the garage and deck. As well as statements of transparency around the concerns I had as my research progressed regarding the facts uncovered. See Texts on Pages 191 to 212

Personal Expense to mitigate -

At the same time, I spent money to determine the extent of possible injuries to my property and my finances, in order to resolve those quickly.

I engaged Affinity Residential Design owner Kristin Setliff who designed my home, to come and see the situation and help me figure out how to mitigate the privacy issue before even talking to Mr. Maciel about the deck. There was not anything that could be done. Please see her letter regarding this analysis.

See Pages 113 to 116

I engaged Kyler Engineering to come look at the structure and asses any risks. Which they did. Please see the Engineering stamped document. This is where the structurally intertwined garages and concrete stem wall were reviewed.

See Pages 96 to 100

I even looked into going up on my garage with an ADU to possibly help mitigate the privacy and deck size as well. However the height restrictions won't allow for it to help with the privacy.

All I have done that cost me money, has been a burden on me.

All this in addition to inviting Mr. Maciel, his architect and his family into my home to see things first hand.

As well as spending time and money to understand the detriments to my property and my finances, as well as the safety of my garage stability. This has a been a massive undertaking on me personally and in such a short time frame.

172

Meeting with City Staff - planning and building department staff on 6/19/26 at City Hall

Once the Engineer reported his findings, we set up a meeting with city staff. This was another attempt to gain clarity on process and understand the steps I would need to take to protect my property and finances.

The permit process that is bifurcates by splitting zoning and building is not sufficient for this permit, the MUP is contingent on our party wall. My engineer brought up the load path issue in his findings to the city staff in planning and building. This situation is unusual, unlike the meeting suggested, as the designation for the party wall was not factored into the planning/zoning process as discussed in this meeting. The city attorney mentioned some restrictions regarding my initial questions about a party wall. There is no reasonable way that the MUP should be permitted in a vacuum of zoning without considering.

Prior to this meeting, a city attorney, conveyed in emails that the plans showed no reliance on the party wall and that was alarming. She also emailed that if it did have reliance that the city would not issue any permit without Mr. Maciel showing he has a legal right to make modifications. We are at a spot where we know it does, with the Engineer report regarding the shared concrete stem wall and the photos showing the structurally intertwined garages. As well as my firm statements that I will not allow access until an party wall and or separation agreement is reached. See Pages 143 to 146

Building staff, who had not seen the party wall, and the Engineer discussed the load path risk the Engineer documented. This conversation was alarming, since once the MUP was approved, I would not be in the position to be in the meetings that affected my property and finances. Subsequently the permit was approved based on the plans showing separating the garages without a legal agreement, this fundamental issue still exists, as it is still a risk to my property and finances to separate two structurally intertwined garages resting on a concrete stem wall requiring access to my property.

There is a significant lack of understanding by the Planning Commission on the complexity and severity of the structurally intertwined and interdependent garages and the concrete stem wall they rest on. This is due to the lack of accurate context and facts and expert findings in the plans submitted by the applicant and his architect. The plans submitted did not explain any context on the complex issue. The legal issue cannot be separated from the permit process as the connected structure issue dictates the legality of a permit.

The terminologies are confusing everyone, as each one (zero lot line, common wall, non conforming) all mean something different. The CBC, Zoning and 1968 UBC (year they were built) must be reconciled to correctly categorize the way to address this complex issue.

To date there is no city staff or member or commissioner who has officially required a land survey, engineering survey, or any other physical review to confirm that the basis of their permit approval (separating garages) was legally sound. The Engineer I hired has seen and has given his stamped document in the public comments for the 6/24/28 meeting.

Although the Planning commission recommended it, the applicant did not collaborate with the property owner he shares the structurally intertwined garage and the concrete stem wall with, to produce a separation agreement. Which violates trust between neighbors, exacerbated with a bifurcated process that can be manipulated to shut me out. The bifurcation of this particularly unusual and complex type of structure situation requires not only discretion that was not applied here, but the applicant cannot legally touch my structure or come on my property without an agreement or my direct permission. The missing context is that the eaves overhang and intertwined in such a way that the separation cannot avoid touching or coming on to my property. In fact I was told in a text (see text pages) by the Applicant, he was preparing one.

Somehow between the 6/24/26 meeting and the 7/8/26 meeting the Planning Commission shifted focus to views and protection of the applicant's 337 square foot deck. Described as a party deck by several commissioners as 3 of them raised questions. Along with 2 other Commissioners that were against the deck. And the dismissal and or silence regarding the General Plan violations noted in public comment, in the 7/8/26 meeting. In the 6/24/26 Planning Commission Meeting the 6/24/26 meeting recording includes comments from the Commission noting the General Plan superseding the zoning and that the zoning had not caught up to the general plan. This is in the recorded session on published on youtube.

In the 7/8/26 Planning commission meeting the Chair said that they didn't like the fact that the deck was brought up subsequent to the separation discussion. That is incorrect. The Public Comments in the first meeting on 6/24/26 from myself, Kathy Mathews and the support form Lee Campbell all stated in the deck does not align to the neighborhood. This was reiterated on 7/8/26 after the size of the deck went up from 271 to 337 square feet.

The comments from the applicant's daughter were different between 6/24/26 (recorded and published) and 7/8/26 public meetings. On 6/24/26 she told the Commissioners that they would be having family and friends on the deck and that I could come and enjoy the view, but then on 7/8/26 she stated there wasn't going to be a bunch of parties on the deck. This kind of reversal is a violation of trust as well.

A 337 square foot deck is an entertainment size deck. More than one commissioner referred to it as a party deck due to the size. Unfortunately only 1 out of the 3 who commented that way in the 6/24/26 meeting, showed up to the 7/8/26 meeting.

The staking and flagging was never changed to show the massive elevated 337 square foot deck moving closer my house. I was not able to show the actual privacy being even worse due to this movement. I have included emails showing the fact I questioned this on Pages _____ to _____.

I was told by city staff that it was not required because the deck was less than 18 feet.

However, my question also pertains to the garage itself, which has been moved on the plans, to the north 5 feet and changed position.

This is not allowing the opportunity to see how it all will look with the new set of plans and close to 4 feet closer to my home.

As of this writing, I have not been able to get the recording of the 7/8/26 in time to review before the appeal submittal deadline. However, it needs to be included as part of the record for a future Writ if so needed.

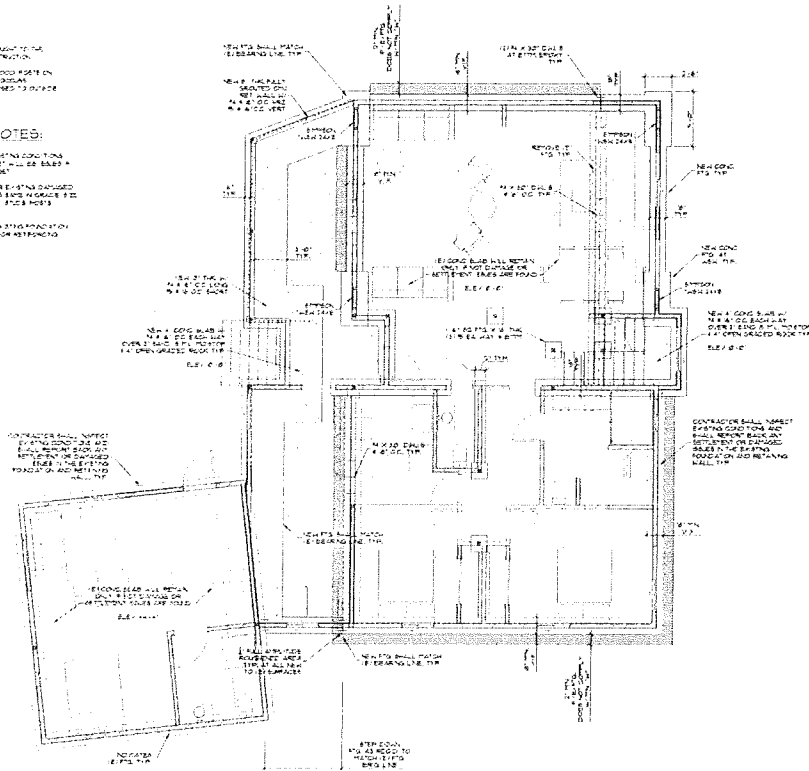
S5

TYPICAL NOTES:

1. SEE SHEET 1 FOR GENERAL NOTES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE TO CHECK EXISTING CONDITIONS AND REPORT DISCREPANCIES TO THE ARCHITECT PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CHECK FOR EXISTING CONDITIONS AND REPORT DISCREPANCIES TO THE ARCHITECT PRIOR TO CONSTRUCTION.
4. PROVIDE PROTECTIVE CURBS AT ALL EXISTING AND NEW ROADS ON EXISTING AND NEW ROADS TO MAINTAIN PROPER DRAINAGE.
5. ALL EXISTING AND NEW ROADS TO MAINTAIN PROPER DRAINAGE.

EXISTING CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO CHECK EXISTING CONDITIONS AND REPORT DISCREPANCIES TO THE ARCHITECT PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE TO CHECK FOR EXISTING CONDITIONS AND REPORT DISCREPANCIES TO THE ARCHITECT PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CHECK FOR EXISTING CONDITIONS AND REPORT DISCREPANCIES TO THE ARCHITECT PRIOR TO CONSTRUCTION.



FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

NOT FOR CONSTRUCTION
PENDING CLIENT AND
REGULATORY APPROVALS

DATE: 10/15/2024
DRAWN: VAREB
CHECKED: JIM KUMER
REVIEW: JIM KUMER

STRUCTURAL PLANS
Yosemite Residence
1833 Yosemite St.
Seaside, CA 94135

TYPICAL NOTES:

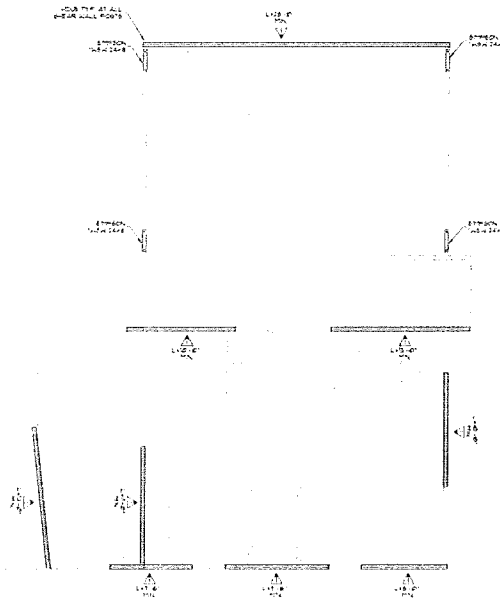
1. SEE SHEET 3 FOR GENERAL NOTES.
2. SEE SHEET 3 FOR TYPICAL DETAILS.
3. ALL UNCLARIFIED OR TYPICAL DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BY THE CONTRACTOR.
4. SEE SHEET 3 FOR TYPICAL DETAILS.
5. PROVIDE MINIMUM 1" MIN. CLEARANCE BETWEEN ALL JOINTS.
6. ALL JOINTS SHALL BE PROTECTED AGAINST WEATHER AND SHALL BE PROPERLY TREATED AND WATER PROOF.

ADDITIONAL NOTES:

1. SEE FOUNDATION PLAN FOR LOCATION OF HOLD-DOWNS.
2. SEE FOUNDATION PLAN FOR LOCATION OF HOLD-DOWNS.
3. SEE FOUNDATION PLAN FOR LOCATION OF HOLD-DOWNS.
4. SEE FOUNDATION PLAN FOR LOCATION OF HOLD-DOWNS.
5. SEE FOUNDATION PLAN FOR LOCATION OF HOLD-DOWNS.
6. SEE FOUNDATION PLAN FOR LOCATION OF HOLD-DOWNS.
7. SEE FOUNDATION PLAN FOR LOCATION OF HOLD-DOWNS.
8. SEE FOUNDATION PLAN FOR LOCATION OF HOLD-DOWNS.
9. SEE FOUNDATION PLAN FOR LOCATION OF HOLD-DOWNS.
10. SEE FOUNDATION PLAN FOR LOCATION OF HOLD-DOWNS.

EXISTING CONSTRUCTION NOTES:

1. IF CONTRACTOR WISE, REPAIRS TO THE EXISTING CONSTRUCTION SHALL BE MADE BEFORE ANY NEW CONSTRUCTION IS BUILT. SEE SHEET 3 FOR TYPICAL DETAILS.
2. IF CONTRACTOR WISE, REPAIRS TO THE EXISTING CONSTRUCTION SHALL BE MADE BEFORE ANY NEW CONSTRUCTION IS BUILT. SEE SHEET 3 FOR TYPICAL DETAILS.
3. IF CONTRACTOR WISE, REPAIRS TO THE EXISTING CONSTRUCTION SHALL BE MADE BEFORE ANY NEW CONSTRUCTION IS BUILT. SEE SHEET 3 FOR TYPICAL DETAILS.



FIRST FLOOR SHEAR WALLS
SCALE: 1/4\"/>

BLOCKED SHEAR WALL SCHEDULE

WALL TYPE	END WALL	EDGE NOTES	REIN. NOTES	BLOCKING	REIN. / SILL BOLT	END POST	ANCHOR BOLT	HOLD-DOWN
A	1/2" x 8" x 16"							

NOT FOR CONSTRUCTION
PENDING CLIENT AND
REGULATORY APPROVALS

DATE: 10/15/2020
SHEET: VAREES
DRAWN:
CHECKED:
REVISION:

STRUCTURAL PLANS
YOCENTE RESIDENCE
1008 YOCENTE ST.
SEASIDE, CA 92086

S3

TYPICAL NOTES:

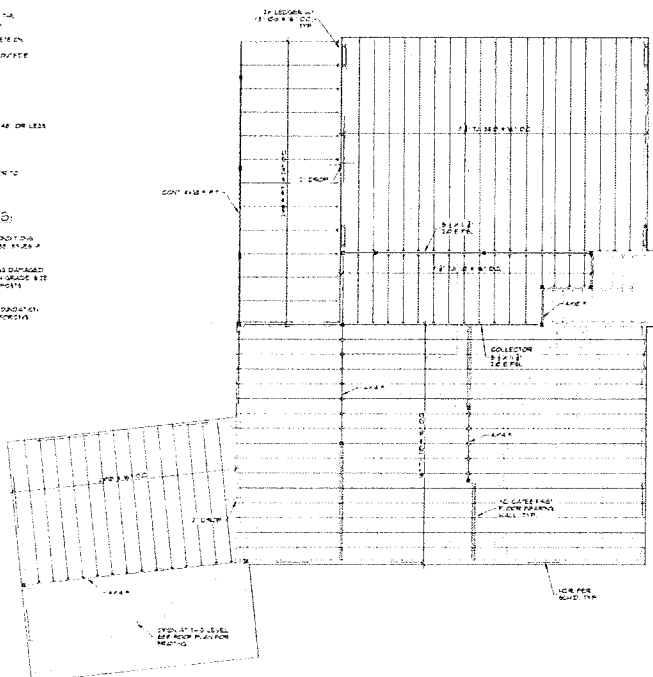
1. SEE SHEET 1 FOR GENERAL NOTES.
2. ALL JOISTS SHALL BE SPACED AT 16" O.C. UNLESS OTHERWISE NOTED.
3. ALL JOISTS SHALL BE SPACED AT 16" O.C. UNLESS OTHERWISE NOTED.
4. ALL JOISTS SHALL BE SPACED AT 16" O.C. UNLESS OTHERWISE NOTED.
5. ALL JOISTS SHALL BE SPACED AT 16" O.C. UNLESS OTHERWISE NOTED.
6. ALL JOISTS SHALL BE SPACED AT 16" O.C. UNLESS OTHERWISE NOTED.
7. ALL JOISTS SHALL BE SPACED AT 16" O.C. UNLESS OTHERWISE NOTED.
8. ALL JOISTS SHALL BE SPACED AT 16" O.C. UNLESS OTHERWISE NOTED.
9. ALL JOISTS SHALL BE SPACED AT 16" O.C. UNLESS OTHERWISE NOTED.
10. ALL JOISTS SHALL BE SPACED AT 16" O.C. UNLESS OTHERWISE NOTED.

ADDITIONAL NOTES:

1. SEE FOUNDATION PLAN FOR LOCATION OF HOLDINGS.
2. SEE SHEET 1 FOR DETAILS OF HOLDINGS.
3. SEE SHEET 1 FOR DETAILS OF HOLDINGS.
4. SEE SHEET 1 FOR DETAILS OF HOLDINGS.
5. SEE SHEET 1 FOR DETAILS OF HOLDINGS.
6. SEE SHEET 1 FOR DETAILS OF HOLDINGS.
7. SEE SHEET 1 FOR DETAILS OF HOLDINGS.
8. SEE SHEET 1 FOR DETAILS OF HOLDINGS.
9. SEE SHEET 1 FOR DETAILS OF HOLDINGS.
10. SEE SHEET 1 FOR DETAILS OF HOLDINGS.

EXISTING CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE EXISTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE EXISTING CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE EXISTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE EXISTING CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE EXISTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE EXISTING CONSTRUCTION.



SECOND FLOOR FRAMING
SCALE: 1/8" = 1'-0"

NOT FOR CONSTRUCTION
PENDING CLIENT AND
REGULATORY APPROVALS

MANUFACTURED BEAMS
12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

12" x 16" S.F. 10.0

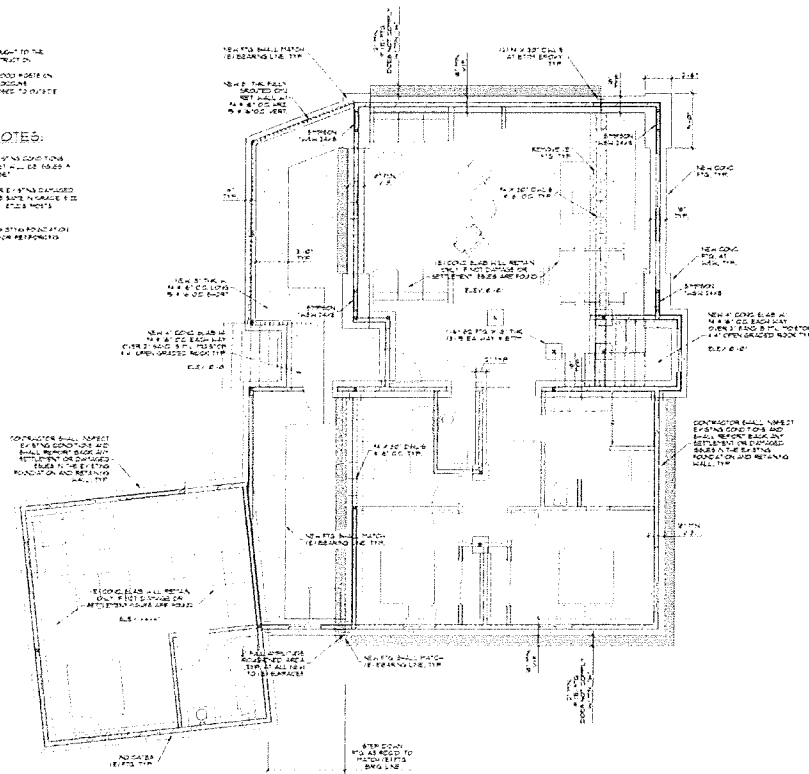
DATE	10-15-2020
STATE	VERMONT
DRAWN	
CHECKED	
SCALE	
STRUCTURAL PLANS	
YOSEMITE RESIDENCE	
1000 YOSEMITE ST.	
SEASIDE, CA 94065	
S4	

TYPICAL NOTES:

1. DO NOT SIGN GENERAL NOTES
2. SEE SHEET 3 FOR TYPICAL DETAILS
3. ALL UNCLARIFIED AND/OR MISSING DETAILS SHALL BE BROUGHT TO THE DESIGNER'S ATTENTION BEFORE PROCEEDING IN A CONSTRUCTION OF WORK
4. SEE SHEET 3 FOR REQUIRED MATERIAL SPECIFICATIONS
5. PROVIDE EMBEDMENT TIE "B" BARS AT BOTTOM OF ALL WOOD POSTS ON CONCRETE AND "D" BARS ON CHAIRS WOULD BE USED TO SECURE ALL WOOD MEMBERS CONTACTING CONCRETE OR EMBEDDED TO CURB OR WALL. SEE NOTES ON "B" AND "D" BARS

EXISTING CONSTRUCTION NOTES:

1. F. CONTRACTUAL AND EMPLOYMENT CONTRACTS: EMPLOYMENT CONTRACTS ARE CONTRACTS WHERE THE EMPLOYER AGREES TO PROVIDE THE EMPLOYEE WITH A CERTAIN NUMBER OF HOURS OF WORK FOR A CERTAIN PERIOD OF TIME.
2. F. CONTRACTUAL AND EMPLOYMENT CONTRACTS: EMPLOYMENT CONTRACTS ARE CONTRACTS WHERE THE EMPLOYER AGREES TO PROVIDE THE EMPLOYEE WITH A CERTAIN NUMBER OF HOURS OF WORK FOR A CERTAIN PERIOD OF TIME.
3. F. CONTRACTUAL AND EMPLOYMENT CONTRACTS: EMPLOYMENT CONTRACTS ARE CONTRACTS WHERE THE EMPLOYER AGREES TO PROVIDE THE EMPLOYEE WITH A CERTAIN NUMBER OF HOURS OF WORK FOR A CERTAIN PERIOD OF TIME.
4. F. CONTRACTUAL AND EMPLOYMENT CONTRACTS: EMPLOYMENT CONTRACTS ARE CONTRACTS WHERE THE EMPLOYER AGREES TO PROVIDE THE EMPLOYEE WITH A CERTAIN NUMBER OF HOURS OF WORK FOR A CERTAIN PERIOD OF TIME.



NOT FOR CONSTRUCTION
PENDING CLIENT AND
REGULATORY APPROVALS

DATE	10-13-2025
SCALE	VARES
FORM	
ISS NUMBER	
REVISION	

STRUCTURAL PLANS
YOSEMITE RESIDENCE
1628 YOSEMITE ST.
SEASIDE, CA 92055

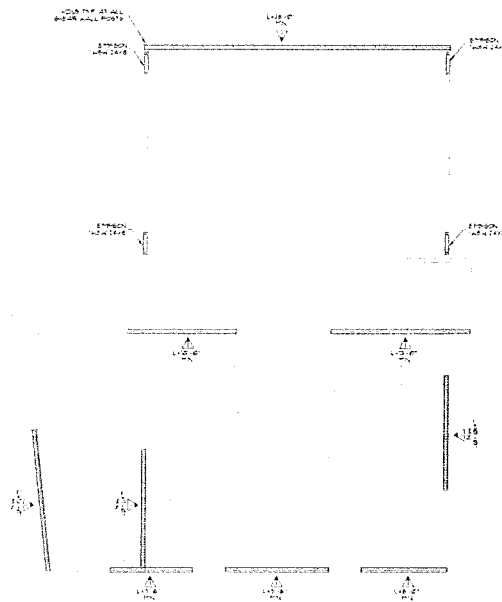
S2

180

1 THE FIRST STATE GENERAL NOTE
2 FOR THE JUDGE OF THE COURT
3 ALL THE STATE AND THE COURT OF THE JUDGE OF THE COURT
4 THE COURT OF THE JUDGE OF THE COURT
5 THE COURT OF THE JUDGE OF THE COURT
6 THE COURT OF THE JUDGE OF THE COURT

1. THE BOARD OF DIRECTORS OF THE COMPANY SHALL HAVE THE RIGHT TO
2. REVOKE OR SUSPEND THE AUTHORITY OF ANY OFFICER OR DIRECTOR
3. TO EXERCISE THE POWERS OF THE COMPANY IN THE EVENT OF THE
4. DEATH OR RESIGNATION OF ANY OFFICER OR DIRECTOR AND TO
5. REVOKE OR SUSPEND THE AUTHORITY OF ANY OFFICER OR DIRECTOR
6. TO EXERCISE THE POWERS OF THE COMPANY IN THE EVENT OF THE
7. DEATH OR RESIGNATION OF ANY OFFICER OR DIRECTOR AND TO
8. REVOKE OR SUSPEND THE AUTHORITY OF ANY OFFICER OR DIRECTOR
9. TO EXERCISE THE POWERS OF THE COMPANY IN THE EVENT OF THE
10. DEATH OR RESIGNATION OF ANY OFFICER OR DIRECTOR AND TO

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO CHECK BEFORE ANY CONSTRUCTION THE PROPOSED MASS AND ELEVATIONS OF THE PROPOSED DRAINAGE SYSTEM AND TO CORRECT ANY INADEQUACIES BEFORE THE DRAINAGE SYSTEM IS CONSTRUCTED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE TO CHECK BEFORE ANY CONSTRUCTION THE PROPOSED MASS AND ELEVATIONS OF THE PROPOSED DRAINAGE SYSTEM AND TO CORRECT ANY INADEQUACIES BEFORE THE DRAINAGE SYSTEM IS CONSTRUCTED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CHECK BEFORE ANY CONSTRUCTION THE PROPOSED MASS AND ELEVATIONS OF THE PROPOSED DRAINAGE SYSTEM AND TO CORRECT ANY INADEQUACIES BEFORE THE DRAINAGE SYSTEM IS CONSTRUCTED.



THIS FLOOR CHAIRS
FURNITURE

[illegible]

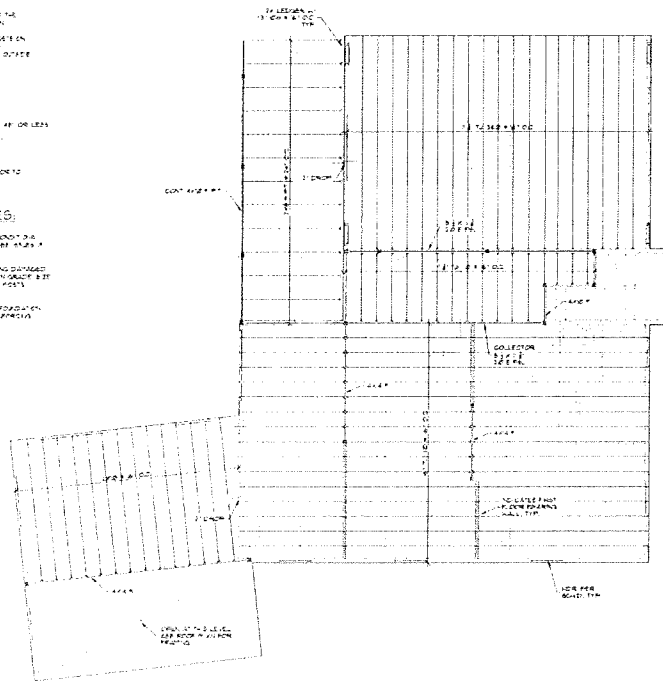
DATE	10 15 2025
DATE	VALES
FROM	
TO NAME	
REASON	

STRUCTURAL PLANS
YOSEMITE RESIDENCE
1828 YOSEMITE ST.
SEASIDE, CA 93065

S3

[illegible]

2. SEE NUMBER WALL IN ROOMS FOR ANCHOR BOLT DRILLING
3. KEEP NUMBER WALL BETWEEN 1/4" AND 1/2" WOOD EDGE
4. IF THE FLOOR OR CEILING MEETS AT SEWER WALLS THAT ARE AT OR LEAST 2' AWAY
5. ALL UNFINISHED PANELS & WALLS HAVE A MINIMUM MEMBRANE OF 1/4"
6. ALL WALLS HAVE BE COMPLETED
7. DO NOT STOPS AND 1/4" OF CONCRETE AT ALL FINISHED JOINTS
8. ALL JOINTS SHALL BE STAGGERED
9. ALL JOINTS SHALL BE FINISHED WITH BE BE FINISHED JOINTS FINISHED TO COMPLY WITH ALL DRILLING

[illegible]

File # 2280 P-6
 File # 2280 P-4
 File # 879 P-5
 File # 2800 P-2
 File # 280 P-5

MEMBERSHIP LIST		
NAME	AGE	DATE
1. C. M. A.	1.8	1.8
2. C. M. A.	1.8	1.8
3. C. M. A.	1.8	1.8
4. C. M. A.	1.8	1.8
5. C. M. A.	1.8	1.8
6. C. M. A.	1.8	1.8
7. C. M. A.	1.8	1.8

DATE	10.15.2025
NAME	VARES
GROUP	
1st NAME	
2nd NAME	

S4

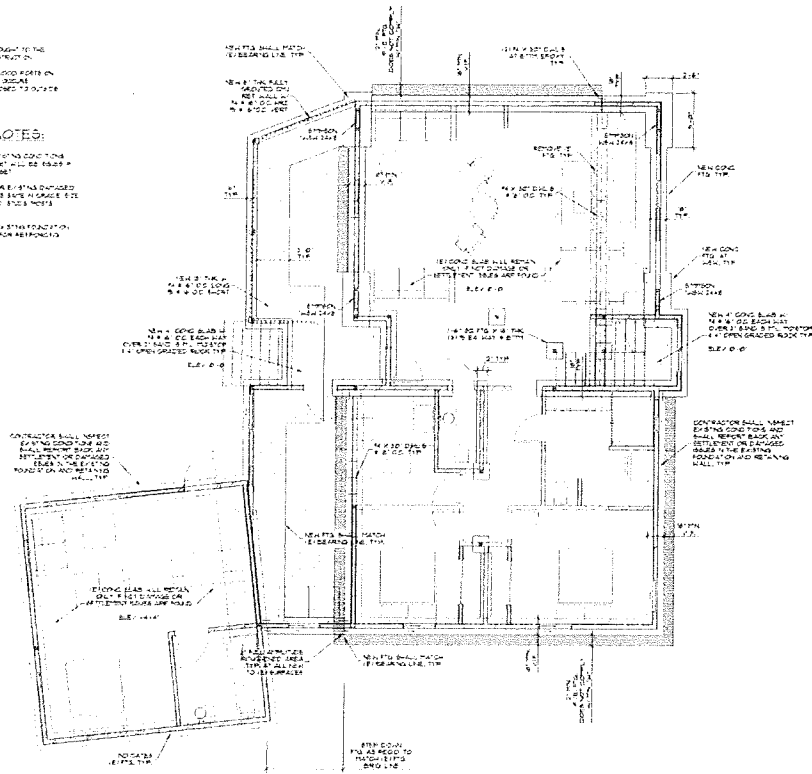
182

TYPICAL NOTES:

1. SEE SHEET 01-100 FOR GENERAL NOTES.
2. ALL FOUNDATION AND CONCRETE DETAILS SHALL BE BRACKETED TO THE DISCREPANCY BETWEEN THE PROJECTED AND THE EXISTING.
3. ALL SAFETY PLAN REQUIRED SPECIAL INSPECTION.
4. ALL FOUNDATION SHALL BE 12" MIN. THICK AT BOTTOM OF ALL GOOD FORTH ON EXISTING AND THE BASE OF ALL NEW FOUNDATION SHALL BE 12" MIN. THICK.
5. ALL FOUNDATION SHALL BE CONCRETE OR EQUIVALENT TO EXISTING SHALL BE PROTECTED AND WATER PROOF.

EXISTING CONSTRUCTION NOTES:

1. IF A CONTRACTOR IS RESPONSIBLE TO DISCOVER ANY CONSTRUCTION DISCREPANCY, ALL DIMENSIONS SHALL BE BRACKETED TO THE DISCREPANCY BETWEEN THE PROJECTED AND THE EXISTING.
2. IF A CONTRACTOR IS RESPONSIBLE TO DISCOVER ANY CONSTRUCTION DISCREPANCY, ALL DIMENSIONS SHALL BE BRACKETED TO THE DISCREPANCY BETWEEN THE PROJECTED AND THE EXISTING.
3. IF A CONTRACTOR IS RESPONSIBLE TO DISCOVER ANY CONSTRUCTION DISCREPANCY, ALL DIMENSIONS SHALL BE BRACKETED TO THE DISCREPANCY BETWEEN THE PROJECTED AND THE EXISTING.



FOUNDATION PLAN
SCALE: 1/4\"/>

NOT FOR CONSTRUCTION
PENDING CLIENT AND
REGULATORY APPROVALS

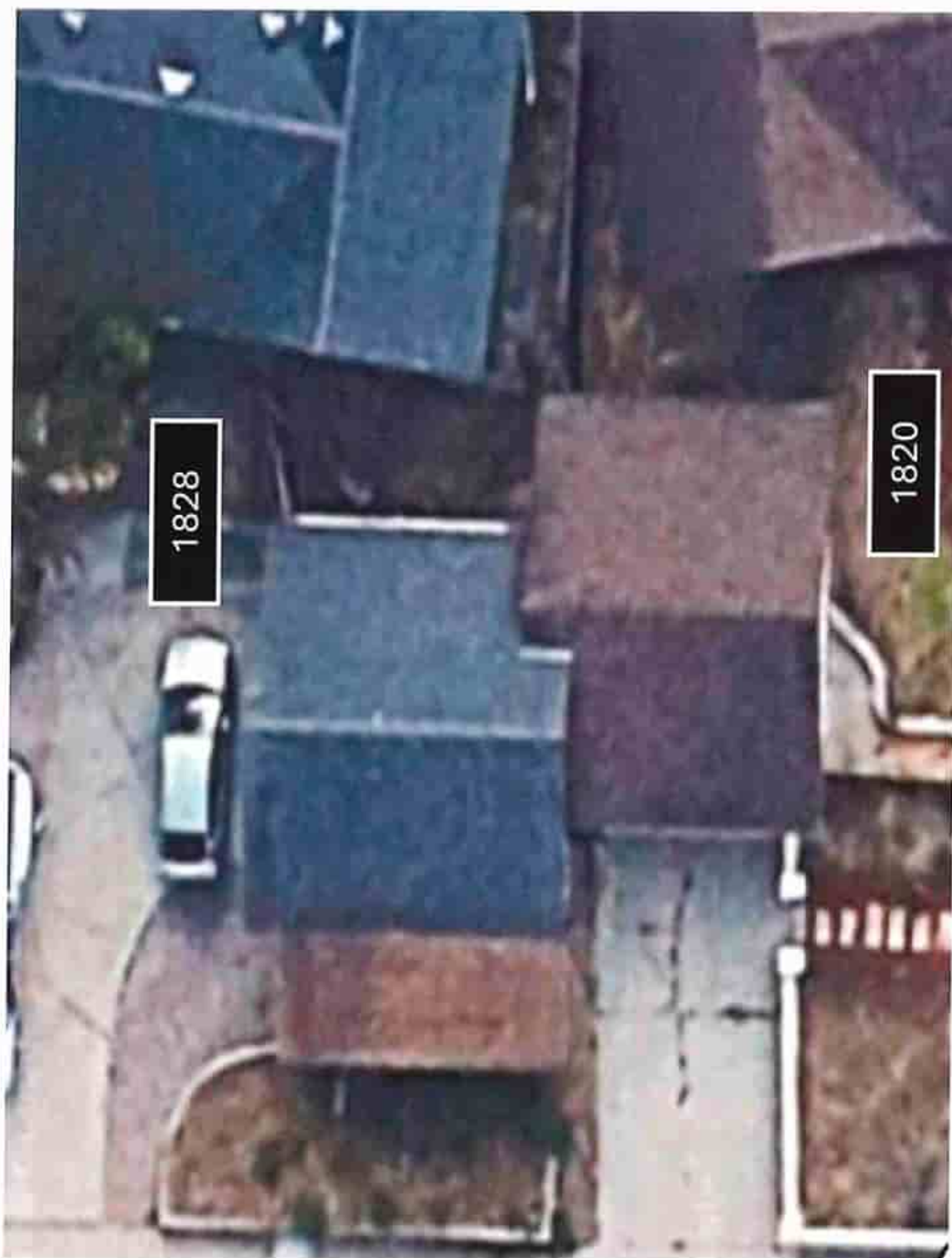
DATE: 10-15-2025
SCALE: VARIOUS
DRAWN: J. J. JONES
CHECKED: J. J. JONES
NOTED:

STRUCTURAL PLANS
YOSEMITE RESIDENCE
1828 YOSEMITE ST.
SEASIDE, CA 92085

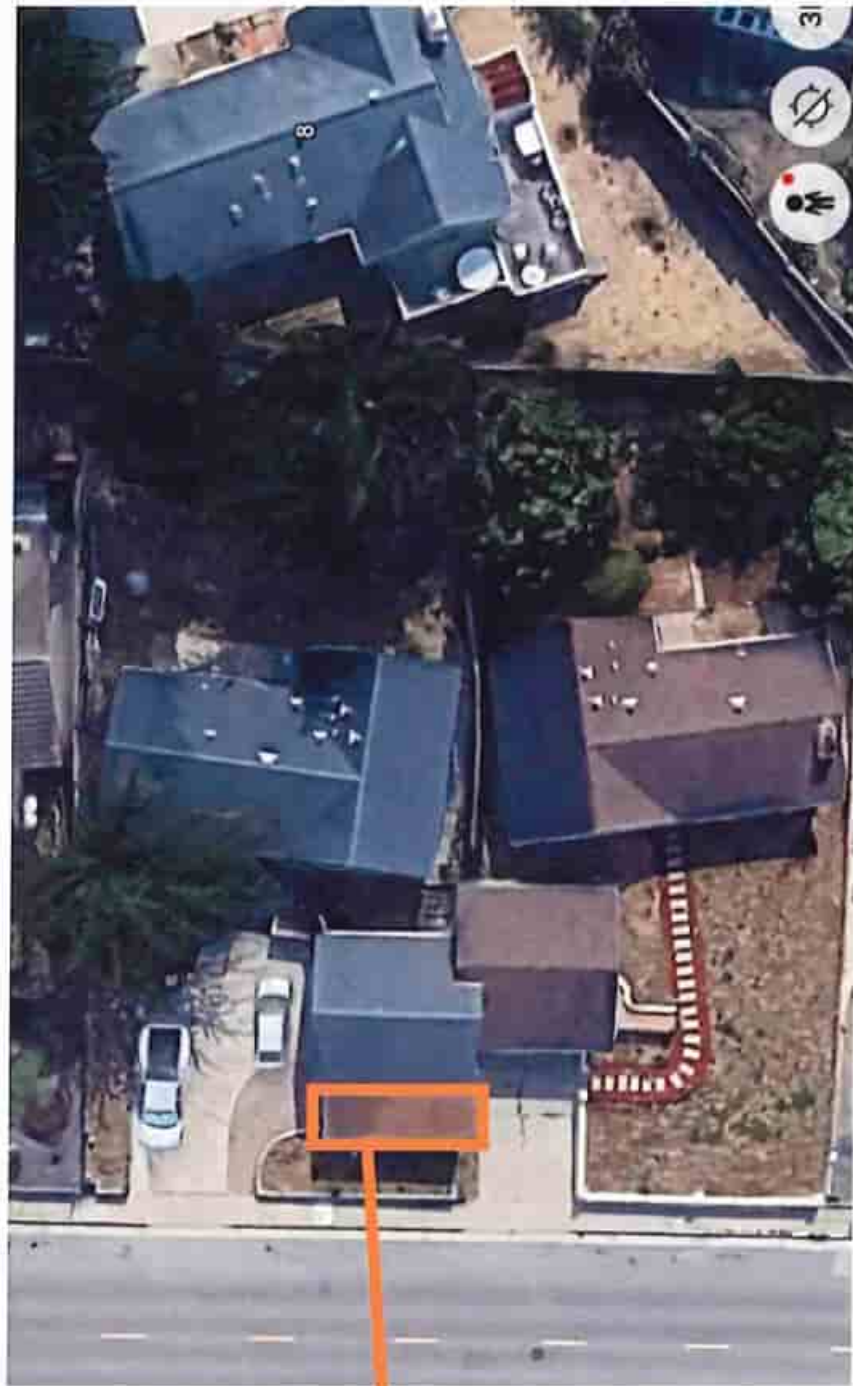
52

**Texts between The Applicant at 1828
Yosemite Street and The Appellant at
1820 Yosemite Street
AR-2026-002 and MUP-2026-001**

184



185

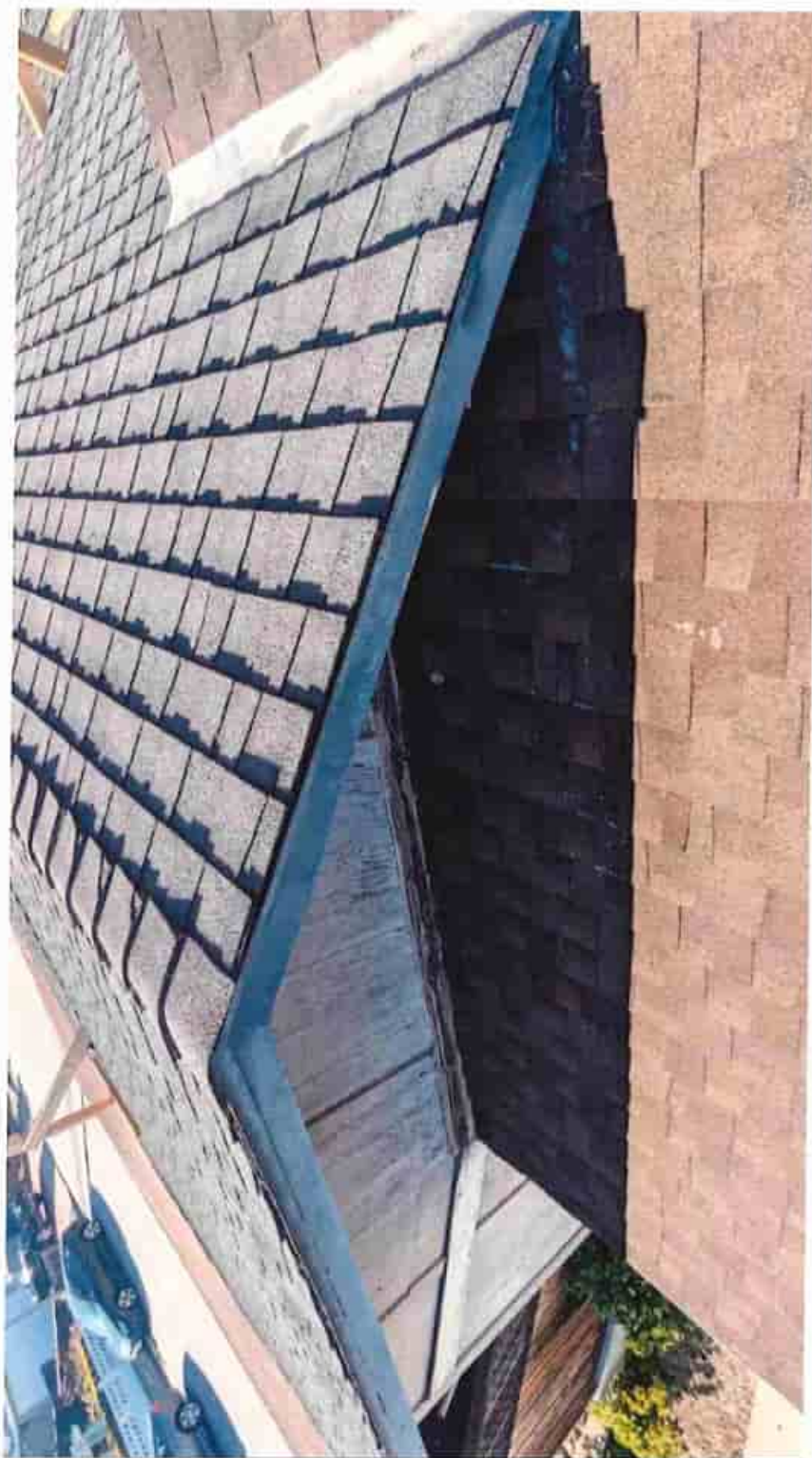


Will be
removed
in new
plans

This is the Google Earth view. 1820 second story is not updated (red roof). 1828 grey roof.

Note the structurally intertwined garages with eaves hanging over on each other's side of the party wall.

1828



Grey roof is 1828 / red roof is 1820 – the connected and structurally intertwined garage roofs. The deck will be closer by almost 4 feet with the new plans approved 7/8/26.



The fence line runs to the edge of the 1820 garage.

As you can see the roof shows the overhang on this side into the 1828 garage

The proximity of the deck will be closer than this picture, this is the original story poles that had a 8.7 foot separation.

The new plans with the larger deck are now 5 feet, cutting that distance by almost 4 feet.



This is a shed that will be demolished, in the current condition it makes the garage look this will buffer the street view, but it is to be removed in the Architectural plans.

The massive elevated block face wall will be exposed. As you can see the slope up is why the 9 foot tall plans are actually 13 feet tall from the sidewalk.

The deck will be almost 4 feet closer to my house with the new approved Plans.



Small living room, whether chairs are on one side or the other, there is still no room to get away from the line of sight from the deck. The window on the far wall is the only window on that side of the house on the second story and it will be blocked for light by the 2nd story of the residence. The deck will be 4 feet closer with the new 5 foot setback.

← Peter Neighbor

Monday, Jun 1 • 8:45 AM

RCS chat with Peter

Good morning
Erica, we're not
building a second
story over my
garage. Our plan is
to put a deck over
it. On our side if my
garage and not on
your side

← Peter Neighbor

Good morning
Erica, we're not
building a second
story over my
garage. Our plan is
to put a deck over
it. On our side if my
garage and not on
your side

I will look forward to
seeing the plans
I am not sure I can

← Peter Neighbor

I am not sure I can
visualize that but I
thank you for letting
me know.

when you have the
plans let me know!

Sure I definitely will.
We still need to get
an approval from
the city but as soon
as I know something
will let u know.

← Peter Neighbor

Thanks Pete

Sorry about that,
been in a rush, hurry
yesterday. My
daughter is moving
out and I had to
leave to help her
out.

Thanks
Pete

191

Thanks
Pete

of course
let's keep in touch!

Hi Peter
I came up with
some questions that
I think n + get

answered with the
plans for the part
on the garage.

My reason for
asking is the fact
our garages are
connected and it
looks like you are
raising the roof.

when is a good time
to talk t + ough your

plans, as I know you
are trying to wrap
up the move with
your daughter.

Let me know some
times so we can get
together.

Thank you in
advance.

Erica

Thank you in
advance.

Erica

checking back with
you.
let me know a good
time to meet you to
discuss and or look
at plans.

my concern about the
garage was raised
6/2/26

192

Peter Neighbor
discuss and or look
at plans.

Hi Erica
My daughter is
leaving out of town
for a week today. Do
u wanna meet up on
Wednesday next
week. So we can
talk about it and
have the plans
ready for u to see.

12:30
Peter Neighbor
ready for u to see.

great can we do
Friday 6/12 instead?

Sounds good
6 pm Friday 6/12

yup.sounds good

I am still on for
tomorrc at 6pm.

Peter Neighbor

Can you send the
plans in an email to
erica.sabin@yahoo
.com tonight so I
can review before
we meet?

Hi Erica sure I'll
have my architect
email them to u
Is ok if we meet at 7

Peter Neighbor

email them to u
Is ok if we meet at 7
pm tonight instead

sure and thank you

Peter
are you building a
bunch of ADUs?

Hi Erica just one for
my daughter and
fiancé

are you all living
there? together or is
it a bunch of rentals

Yes that's d plan
once it's built. No
just me and wife
and two single
daughters
daughters and my
oldest daughter
with her fiancé

and two single
daughters
daughters and my
oldest daughter
with her fiancé

so a combination
home for all family
correct
your family
not a bunch of
college kids or
strange.

No not all just us

thank you
I also see the
windows on my side
are minimal but
want to verify with
you

do you have a
structural engineer
for the r + age yet?

It should be on
plans

I am trying to figure
it out.)

Ok sounds good if u
still see a need to
meet up tonight
please let me know
cause my daughter
is still at work had a
emergency with one
of her patients.

6/12/24
asked about
structural plans

194

is still at work had a
emergency with one
of her patients

I would like to meet
but would it be
easier tomorrow
for you?

would it be easier
for tomorrow?

Yes tomorrow is
good

ok
I can be here late
morning or
afternoon

Good Morning

after looking at the
plans

I have a couple of
questions

can we get the
structural
information that
shows how the
garage is going to
be constructed so I
can understand the
impact and the
safeguards to my
property?

also, the deck looks
right into the both

right into the both
the living room
upstairs and down
stairs due to how far
out it goes. can we
get together to see
how to address the
privacy issue?

it probably makes
sense for us to
speak with your
architect so he can

6/13/24

asked for structural
information
+ safeguards to
my property

asked to address
privacy issue

195

Peter Neighbor

architect so he can
see the concern
and see what can
be done?

I am attaching
photos but we can
have him meet here
if needed.

thank you, let me
know when you are
over here today.

Peter Neighbor



Good morning Erica
my daughter leaves
out of town today
Can we do Monday
instead

Peter Neighbor

yes of course

Thanks

whats a time

She has an
appointment at
noon time. We can
do right after like 2
pm I would say

yun thank you

Peter Neighbor

I am curious if you
and your architect
ever discussed
talking to me about
making the garages
less of an issue long
term.

maybe a design that
may help you and
me both separate or
at least

6/13/26
I asked about
whether the applicant
and architect talked
about separating
garages

→
CONT...

196

Peter Neighbor

talking to me about making the garages less of an issue long term.

maybe a design that may help you and me both separate or at least work together to get a better layout and and see if i wanted to participate in?

Peter Neighbor

if you did, shouldn't we review that to see if i am interested in participating in improving both of ours?

it could be a better long term solution if you or i ever sell.

as well as not

Peter Neighbor

as well as not having to deal with it in the future?

again i am happy to meet with both of you.

i am thinking long term and privacy and aesthetics.

Thank you.

Peter Neighbor

Thank you.

Good morning Erica
He doesn't work on weekends but i will forward over your message and see if i get a replied back soon.

Thanks Pete.

thank you

Privacy
+
collaboration

Peter Neighbor
Sunday, Jun 18 • 1:09 PM

Hello again
have you checked
with your insurance
to see if they are
going to insure you
or and if it will
impact me due to
your residence now
being attached to
my garage by virtue
of changing the
type of structure?

Peter Neighbor
Sunday, Jun 18 • 1:11 PM

your residence now
being attached to
my garage by virtue
of changing the
type of structure?

Hi Erica it shouldn't
i will need to verify
don't want you and i
to get caught off
guard with an
insurance issue

Peter Neighbor
Sunday, Jun 18 • 1:13 PM

your residence now
being attached to
my garage by virtue
of changing the
type of structure?

Hi Erica it shouldn't
i will need to verify
don't want you and i
to get caught off
guard with an
insurance issue

Peter Neighbor
Sunday, Jun 18 • 1:15 PM

i have been
researching and this
will most likely
cause a cancelled
policy or an severely
increased cost of
one.

you should check
on it with your
agent,

concern over
attachment
to my
garage

insurance
concerns

198

Peter Neighbor
agent.
Humm will do Erica
Just have a lot
going on and it's not
easy when u need
to come up with 10k
every first of the
month and not able
to live in the
erty at all. I
ing everything
approve

Peter Neighbor
every first of the
month and not able
to live in the
property at all. I
hoping everything
gets approve
i just went through
that myself
it was 18 months
from start to finish
so i have an
underst. ↓ Jing

Peter Neighbor
from start to finish
so i have an
understanding
what i found about
the insurance is
something that
could become
extremely costly
given the climate in
California for
insurance
compan *

hi
i am home let me
know when you are
able to meet.
Monday, Jun 15 - 10:55 AM
Hi Erica
My daughter has an
appointment at 1
pm today I would
say right after
between 2 ↓ pm

199

Peter Neighbor
thank you i will be here.
Ok i will fill u in
very good and appreciated
Monday, Jun 11, 2:24 PM
Hi
I have a meeting/call I have to take at 2:30...

6/15

Peter Neighbor
can we plan on 3 since it's almost 2:30 already or any time after to give your daughter time to get here and me to take my call which will be less than 30 minutes.
I can do 3:15
sounds good

Ok
I will walk over
I'll let u know alas soon as my daughter gets here
ok great
We're here
Come on over
thank u coming

Peter Neighbor
Good morning Erica
Are u home
My daughter did a privacy sketch on her phone and wanna show u if u have some time right now
Meant a Privacy deck sketc

6/17/20
the applicant showed me the sketch for screening to which I agreed after speaking in person - but said I preferred NO DECK
2.00

Peter Neighbor
privacy sketch on
her phone and
wanna show u if u
have some time
right now
Meant a Privacy
dock sketch
I am on a call but
I come after
v much time do
I have to wait
work call

Peter Neighbor
U tell me how long u
be on phone
I will wrap it up by 9
Ok I'll come back at
9 am
Let go run a few
errands
thank you
I am pretty open
this afternoon if that
is more convenient

Peter Neighbor
is more convenient
for you as well
but will plan for 9
unless you change
your mind
Ok how late are u
available this
afternoon
all afternoon
if I run out to leave I
will text u

Peter Neighbor
Ok let me see if I
can come back at 9
am
ok
I can do 9:30
I'm almost done
ok
I will adjust
hey did you ever
contact your
insurance

6/17/26
asked again
about insurance

Peter Neighbor
insurance
if they are willing to
insure, which mine
is not
i would like to
contact them on
mine
y way my
I pressure high
sugar levels low

Peter Neighbor
blood pressure high
and sugar levels low
you and me both
but i hope you are
getting treated well
and taking care of
yourself
Yup not bad I almost
died 3 years ago
that's awful
so glad you were

Peter Neighbor
so glad you were
able to get healthy
again!
Not that healthy I'm
on meds for rest of
my life
oh no
but at least they
have something to
hell
help

Peter Neighbor
Hypertension, gluco
se and blood
thinners for my
heart
Boy why me I just hit
center divider with
my ca rear tire
Meant car rear tire
well unfortunately
as i found out a lot
goes on when we
age

Peter Neighbor
I too have faced
significant health
issues
skin cancer being
the biggest one
stop texting!
safety first
Sorry
be safe
we can talk when
you get + re

Peter Neighbor
Yes
Here
oh k coming
251014 - first draft
structural - Dropbox
Here u go Erica
251014 - first
draft structural
www.dropbox.com

Peter Neighbor
thank you so
much... I think it
won't work because
it shows the garage
as an additional
living space on the
first floor... you
didn't go with that
plan so I will have to
wait until the new
one is done for it
just being a garage

Peter Neighbor
plan so I will have to
wait until the new
one is done for it
just being a garage
Good Morning.
The city said the
structural plans
should be turned in
by today...
can you send me
the final + set?

- Structural
drawing draft
Showing JADU
inside garage

Subsequently
would not release
structural
plans
w/o JADU

203

Peter Neighbour
should be turned in
by today...
can you send me
the final ones?

without roof... which
is probably pitched
so it will block view
even from second
story...

Peter Neighbour
even from second
story...



Good morning Erica
What do u mean by
structural plans? Do
u mean screening or
garage wall?

Peter Neighbour
the actual
engineering
drawings/plans
showing the
structural diagrams
the engineer does

I thought all of that
had been taken
care and had been
review according to
Thomas

Peter Neighbour
my understanding
from the city is that
it gets reviewed in
the next phase after
the meeting

that's what
happened on mine
as well

should i email him
and ask?

6/18/26
after sending
structural plans draft
asked what I meant
by structural
plans

204

Peter Neighbour

my understanding
from the city is that
it gets reviewed in
the next phase after
the meeting

that's what
happened on mine
as well

should i email him
and ask?

Peter Neighbour

as well

should i email him
and ask?

So why don't we
just keep everything
the way it is and no
need to stressed
out over it at this
point and time

keep what the way
it is?

Peter Neighbour

do you mean don't
build on your side?

I mean let's go the
hearing and go from
there

Meant meeting on
the 24th

understood
I am trying to speed
up not asking a
bunch of questions

Peter Neighbour

bunch of questions
at the hearing and
delaying you
but i will take my
questions to them
as you suggest

It took us a while to
get here

that's why i am
trying to rush and
get my questions
answered

trying to help
answer questions
before
the planning
meeting
6/24/26

205

Peter Neighor
Like what questions
didn't we cover all
of that as far as
deck over my
garage. The
architect was there
and we agree upon
a firewall and
putting a 6 fence on
side
n't your
ions been
ared

6/18/20
← he is saying
he agreed to
fence
on my side
but wasn't
in plans

Peter Neighor
Questions about
answered
the structural and
engineering
watershed and
insurance
We're getting
confused here
ding to
ias
tructural not
undc + review

again
Structural

Peter Neighor
This is the message
I got from Thomas
That is strange, they
did not tell us that.
The Structural
design is not under
review. Can you get
the City to send
something in
writing?
Eric's we might be
jumping over
bottles

← Confusion on whether
Structural plans were
given to city.
I was sent a draft
by Peter - in text
Now they say they
don't have
them

Peter Neighor
I am meeting with
them today to get
what I need. I was
told that the
structural is
reviewed after this
meeting, so I will
see first hand.
If it's been reviewed
I you send it to
t would mean
y ain + Jy have it

206

Peter Neighbor
told that the
structural is
reviewed after this
meeting, so I will
see first hand.
if it's been reviewed
can you send it to
me
that would mean
they already have it
Are u there now
I'll come c. 4.

Peter Neighbor
Are u there now
I'll come over
am I where
?
Meant city
mo
no
work/ , right now

Peter Neighbor
no
working right now
There it goes first
addition over our
house and not much
I can do to stop it


Peter Neighbor

yup saw that
views are not
protected
don't know when
the guy on the right
will go up
Meant first addition
across st from my
house and yes view
are blocked

6/18/20
my statement
views are not
protected

207

Peter Neighbor
house and yes view
are blocked
yes its in front of me
too

From first story
unless I go up like
everyone is doing
so

Peter Neighbor
unless I go up like
everyone is doing
so
I always knew
everyone will go up
That's because u
already built a
second story
Otherwise u would
not have any views
at all

Peter Neighbor
at all
i always knew i
would get blocked
across the street
the second story on
your residence is
not an issue
all of the questions
are on the garage
right now

Peter Neighbor
all of the questions
are on the garage
right now
Yes just came to
issue and according
to Mitchell at
planning dept it's
not an issue as far
as firewall but if
that's a concerned
will put it i

6/18/20
I always knew
it would
be blocked
← He is incorrect

208

Peter Neighbor
this is where we
need to see the
structural
compliance and
engineering
documents
i want an expert for
my benefit to review
i will get a copy
once the city tells
me they have the
final

6/18/20
Structural
compliance
mentioned
again
by me

Peter Neighbor
Sure I don't see a
problem ; i'm driving
for the next hour or
so and i don't
wanna get in a car
accident
at dinner will call
later

Peter Neighbor
at dinner will call
later
i'm next door so if
have a minute to
talk after please let
me know
Thanks Pe

Peter Neighbor
Thanks Pete
hi
i should be back a
little after 8 are you
still there
i left can u B and i'll
come back
or tomorrdw works
too
up to ya

209

Peter Neighbour
 Let's do tomorrow
 sounds good
 what time are you thinking of
 what time are you thinking of
 Just leaving town
 Will let u know as soon as I can be back

Peter Neighbour
 ok
 give me an hour notice so i can be home
 Ok sounds good
 thank you
 I should available in about an hr

Peter Neighbour
 I should available in about an hour
 great 1:30 works
 Ok will see u there at 1:30
 are you here?
 2 minutes

Peter Neighbour
 Pete
 I appreciate us getting the chance to talk.
 thank you for agreeing to write a separation agreement, I will have it reviewed as soon as u have it.

6/30/21e
 the applicant said
 he would get a
 separation agreement
 and never has
 Insted he + his architect
 wrote a letter to say
 I should pay for
 my wall 210

Peter Neighbor
I meant what I said.
you need to talk to
people that
understand what
the planning
commission is
asking for. I am
no expert.

your architect was
there at the meeting
and can help you
understand from his

Peter Neighbor
your architect was
there at the meeting
and can help you
understand from his
perspective what
was said.

I heard what I
heard but he should
be able to tell you
what he heard and
help you figure out
next steps.

Peter Neighbor
I have been trying to
figure out if I can do
an ADU as you
knew, turns out it
won't work. Thomas
was correct about
the height problem,
but I thought it
might help this
situation to do one,
so I tried. too bad it
won't work.

Peter Neighbor
I have spent
thousands already
to try and avoid
complications but
now I am out the
money and I am not
the one wanting to
do a separation
right now, so I will
wait for your draft
of an agreement.

I tried to ~~put~~ find out if
can put an adu on
my garage to
help mitigate
separation +
privacy
but the height
restriction
won't
work

211

Peter Neri
let me know when
you have the
agreement ready
for review.

you have my email
and phone number

thank you again
and if your architect
wants to talk to me,
i am available to
speak w + him.

Peter Neri
Hi Erica
Sure me to tried to
get oh hold of him

I hope you do!

Will do

Just heard back
from Thomas he
says he can draw up
the garage
separation
agreement.

Peter Neri
Will do

Just heard back
from Thomas he
says he can draw up
the garage
separation
agreement.

ok once i have it i
will have my
attorney look at it

Sounds good

6/30/96
last communication

← told me going into 7/8/26
meeting that we would
be working with a
separation agreement

← then I get to
7/8/26 meeting
and the
awful public
comment was
read by the
person the
architect sent
to the
meeting







YOSEMITE RESIDENCE

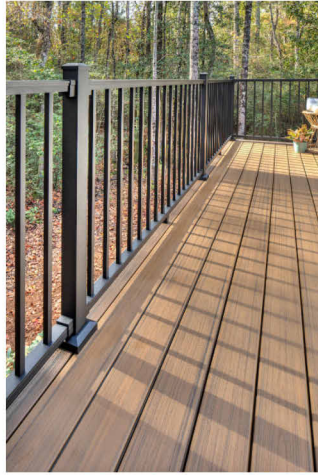
UPPER FLOOR ADDITION, ADU ADDITION AND GARAGE RELOCATION



CODE COMPLIANCE

- ALL WORK SHALL COMPLY WITH FEDERAL, STATE AND LOCAL BUILDING CODES AND REGULATIONS, INCLUDING THE FOLLOWING:
 - 2022 CALIFORNIA BUILDING CODE
 - 2022 CALIFORNIA RESIDENTIAL CODE
 - 2022 CALIFORNIA ELECTRICAL CODE
 - 2022 CALIFORNIA MECHANICAL CODE
 - 2022 CALIFORNIA PLUMBING CODE
 - 2022 CALIFORNIA ENERGY CODE
 - 2022 CALIFORNIA HISTORICAL BUILDING CODE
 - 2022 CALIFORNIA FIRE CODE
 - 2022 CALIFORNIA EXISTING BUILDING CODE
 - 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE
- CONTRACTOR SHALL COORDINATE AND/OR OBTAIN ALL BUILDING PERMITS REQUIRED FOR CONSTRUCTION AND CERTIFICATES OF OCCUPANCY.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF SAFETY DURING BUILDING CONSTRUCTION AND SHALL PROVIDE ADEQUATE SHORING AND BRACING TO ENSURE SAFETY.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, AND PROCEDURES.
- ALL DIMENSIONS ARE TO FACE OF STUD, CONCRETE OR MASONRY, UNLESS NOTED OTHERWISE. DO NOT SCALE DRAWINGS.
- ALL DIMENSIONS AND SITE CONDITIONS TO BE FIELD VERIFIED AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NOTIFY THE ARCHITECT OF ANY DISCREPANCY PRIOR TO COMMENCEMENT OF WORK.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER INDICATED ON THE PLANS OR NOT, AND TO PROTECT THEM FROM DAMAGE.
- DURING CONSTRUCTION, AND PRIOR TO THE INCORPORATION OF ANY CHANGES, REVISIONS, MODIFICATIONS, AND/OR DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS, CONTRACTOR SHALL BRING TO THE ATTENTION OF THE ARCHITECT AND SHALL OBTAIN APPROVAL FROM THE GOVERNING BUILDING OFFICIAL BEFORE PROCEEDING WITH THE WORK.
- THE MANUFACTURERS, PRODUCTS AND EQUIPMENT LISTED ESTABLISH PERFORMANCE REQUIREMENTS. SUBSTITUTIONS OF EQUAL PERFORMANCE MAY BE SUBMITTED FOR THE ARCHITECT'S APPROVAL.
- ALL MATERIALS SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS/SPECIFICATIONS UNLESS NOTED OTHERWISE.
- SPECIFIC NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT.
- PROPOSED COLOR AND MATERIALS WILL MATCH EXISTING MAIN RESIDENCE. ROOF W/ RED CLAY SHINGLE ACCENTS. TAN STUCCO EXTERIOR SIDING. DARK BROWN WINDOW FRAMES WITH BLACK ACCENTS. BLACK EXTERIOR LIGHTING FIXTURES.

PROPOSED COLORS AND MATERIALS



GUARDRAIL
ARIA RAILING - PREASSEMBLED ALUMINUM, BLACK POWDER COATED.



EXTERIOR LIGHTING
CHIASO ALUMINUM 1-LIGHT BLACK DARK SKY CYLINDER OUTDOOR WALL LANTERN



ROOFING
TIMBERLINE HDZ CHARCOAL ALGAE RESISTANT LAMINATED HIGH DEFINITION SHINGLES



DECKING
ENHANCE BASICS 1IN. X 6 IN. X 1FT. CLAM SHELL COMPOSITE DECK BOARD SAMPLE - GREY



EXTERIOR

STUCCO/PAINT: [N] EXTERIOR STUCCO: SAKRETE SCRATCH & BROWN W/ BEHR PREMIUM #MS-66 NEW ENGLAND GRAY FINISH.

DECK POST

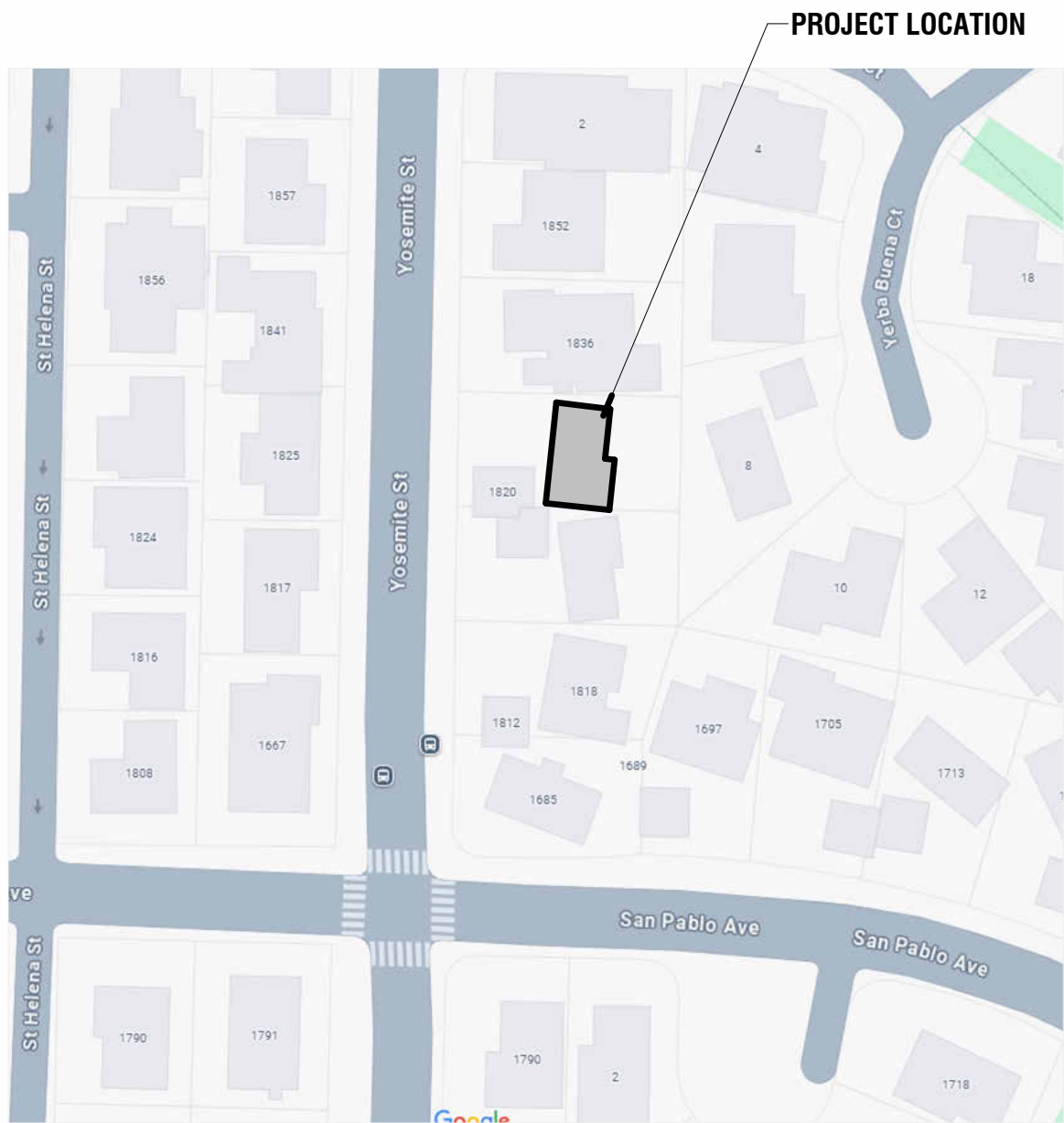
BEHR PREMIUM - #SC-102 SLATE GRAY SOLID COLOR WATERPROOFING EXTERIOR WOOD STAIN AND SEALER



WINDOWS

MILGARD C700 SERIES FIBERGLASS WINDOWS - COLOR: STEEL GREY.

VICINITY MAP



DRAWING LIST

A1.0	TITLE SHEET
A2.0	EXISTING SITE PLAN
A2.1	PROPOSED SITE PLAN
A2.2	EXISTING / DEMO GARAGE
A2.3	PROPOSED LOWER FLOOR PLAN
A2.4	PROPOSED LOWER FLOOR DIMENSION PLAN
A2.5	PROPOSED UPPER FLOOR PLAN
A2.6	PROPOSED UPPER FLOOR DIMENSION PLAN
A2.7	UPPER FLOOR ROOF PLAN
A3.1	EROSION & SEDIMENT CONTROL
A4.0	EXTERIOR ELEVATIONS
A4.1	EXTERIOR ELEVATIONS
A5.0	SECTION 1
A5.1	SECTION 2
E1	ELECTRICAL PLAN - LOWER FLOOR
E2	ELECTRICAL PLAN - UPPER FLOOR
BMP	CONSTRUCTION BEST MANAGMENT PRACTICES

PROJECT INFORMATION

ADDRESS	1828 YOSEMITE ST, SEASIDE, CA 93955
ASSESSOR'S PARCEL NUMBER	012621034000
LOT SIZE	7,200 SF (0.165 ACRES)
USE TYPE	RESIDENTIAL SINGLE FAMILY
CONSTRUCTION TYPE	V-B

PROJECT TEAM

OWNER	PETER MACIEL
ARCHITECT/ENGINEER	THOMAS RETTENWENDER ECOLOGIC ARCHITECTS P.O. BOX 6451, CARMEL BY-THE-SEA, CA 93921 (831) 920 8333 THOMAS@ECOLOGICARC.COM

SCOPE OF WORK

Remodel Main House with an ADU and 2nd floor addition, relocate and connect detached garage, add 2nd story deck above garage.

AREAS SUMMARY

EXISTING	1648.71
[E] FLOOR TO REMAIN	1183.27 SF
PROPOSED (1ST FLOOR)	1571.97 SF
[P] GARAGE RELOCATION	391.11 SF*
[N] FLOOR ADDITION (MAIN HOUSE)	178.08 SF
[N] FLOOR ADDITION UNIT	210.62 SF
[N] SECOND FLOOR FLOOR BALCONY DECK	2013.59 SF 1442.34 SF 234.15 SF 337.10 SF
TOTAL	3585.56 SF

SITE COVERAGE

PROPOSED SITE COVERAGE	2570.85 SF
[E] FLOOR TO REMAIN	1183.27 SF
[P] GARAGE	0 SF (NET AREA: 391.11 - 440 EXEMPTION*)
[N] FIRST FLOOR ADDITION	388.7 SF
[E] DRIVEWAY (MODIFIED)	998.88 SF
LOT SIZE	7,200 SF
COVERAGE PERCENTAGE	35.71%

**Per City Comment, the first 440 SF of the attached garage are excluded from the coverage/floor area calculation.*

AREA SCHEDULE		
Name	Area	Level
B. BEDROOM 1	137.03 SF	MAIN HOME F.F.
B. HALLWAY	75.23 SF	MAIN HOME F.F.
B. CLOSET 2	13.86 SF	MAIN HOME F.F.
B. CLOSET 1	12.68 SF	MAIN HOME F.F.
B.WC	27.37 SF	MAIN HOME F.F.
HALLWAY	108.45 SF	MAIN HOME F.F.
DINNING	62.66 SF	MAIN HOME F.F.
KITCHEN	88.51 SF	MAIN HOME F.F.
LIVING ROOM	256.11 SF	MAIN HOME F.F.
B. BEDROOM 2	98.76 SF	MAIN HOME F.F.
B.BATHROOM 2	103.31 SF	MAIN HOME F.F.
GARAGE	391.11 SF	MAIN HOME F.F.
B. KITCHEN	102.36 SF	MAIN HOME F.F.
B. LIVING ROOM	169.43 SF	MAIN HOME F.F.
DECK	219.76 SF	MAIN HOME F.F.
BEDROOM 1	242.64 SF	PROPOSED UPPER LEVEL FLOORPLAN
BEDROOM 2	209.06 SF	PROPOSED UPPER LEVEL FLOORPLAN
BATHROOM 1	90.02 SF	PROPOSED UPPER LEVEL FLOORPLAN
BEDROOM 3	148.53 SF	PROPOSED UPPER LEVEL FLOORPLAN
BEDROOM 4	146.18 SF	PROPOSED UPPER LEVEL FLOORPLAN
BATHROOM 2	59.55 SF	PROPOSED UPPER LEVEL FLOORPLAN
HALLWAY 2	209.17 SF	PROPOSED UPPER LEVEL FLOORPLAN
CLOSET	34.85 SF	PROPOSED UPPER LEVEL FLOORPLAN
DECK	337.10 SF	PROPOSED UPPER LEVEL FLOORPLAN
CLOSET 3	14.79 SF	PROPOSED UPPER LEVEL FLOORPLAN
CLOSET 2	12.94 SF	PROPOSED UPPER LEVEL FLOORPLAN
Room	3.10 SF	PROPOSED UPPER LEVEL FLOORPLAN
LIVING ROOM 2	261.14 SF	PROPOSED UPPER LEVEL FLOORPLAN
CLOSET	10.37 SF	PROPOSED UPPER LEVEL FLOORPLAN
BALCONY 1	234.15 SF	PROPOSED UPPER LEVEL FLOORPLAN

SCALE NOTE
WRITTEN DIMENSIONS SHALL GOVERN OVER SCALE. ALL PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE CITY OR COUNTY AUTHORITIES.

YOSEMITE RESIDENCE

YOSEMITE RESIDENCE

1828 YOSEMITE ST
SEASIDE, CA 93955

06/26/2026

REVISIONS		
NO.	DESCRIPTION	DATE

OWNER
PETER MACIEL

DESIGNER
THOMAS RETTENWENDER
ECOLOGIC ARCHITECTS
P.O. BOX 6451,
CARMEL BY-THE-SEA, CA 93921
(831) 920 8333
THOMAS@ECOLOGICARC.COM

TITLE SHEET

A1.0

SCALE NOTE
WRITTEN DIMENSIONS SHALL GOVERN OVER SCALE. ALL
PLANS MUST BE REVIEWED AND APPROVED BY THE
APPROPRIATE CITY OR COUNTY AUTHORITIES.

YOSEMITE RESIDENCE
YOSEMITE RESIDENCE
1828 YOSEMITE ST
SEASIDE, CA 93955

06/26/2026

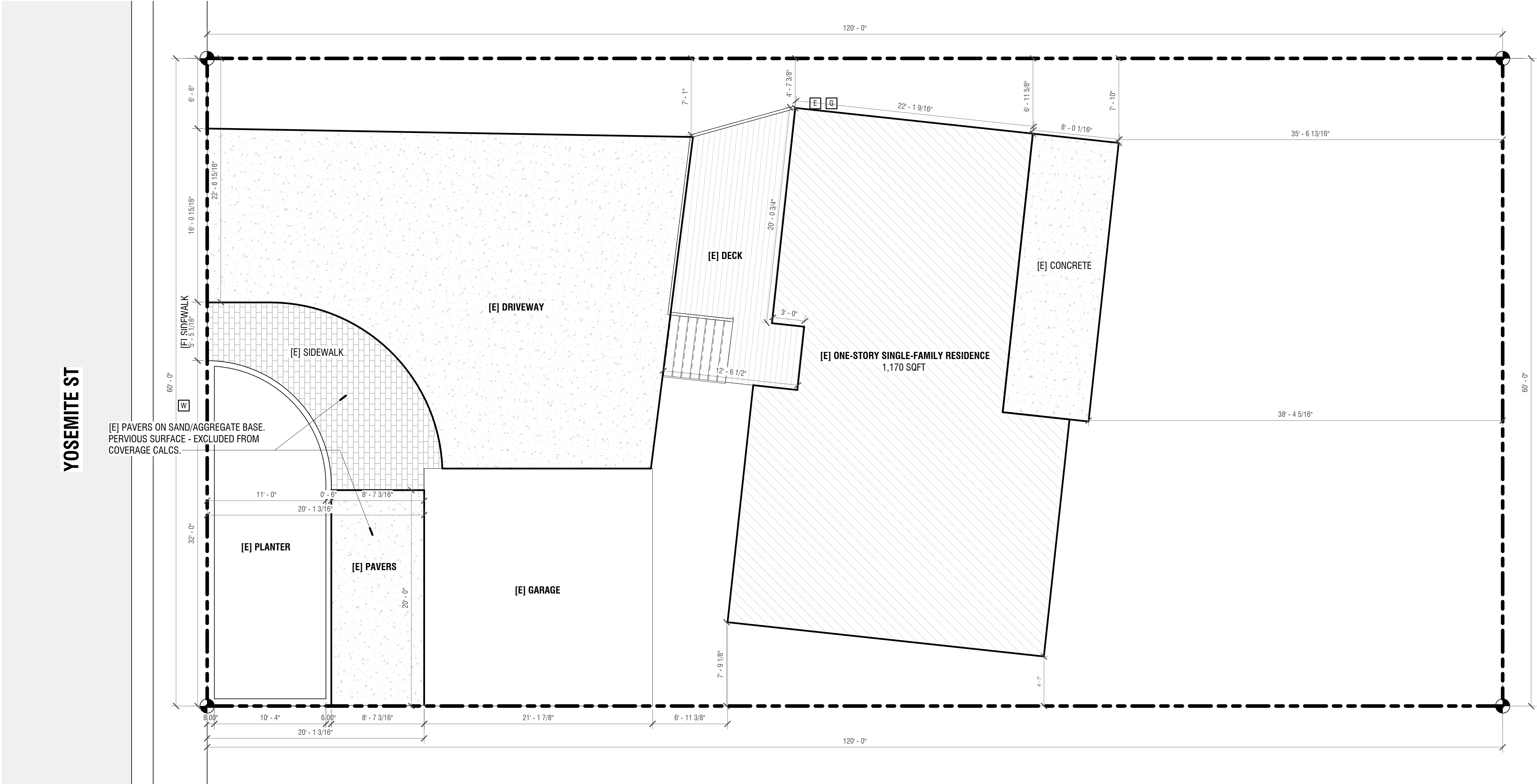
REVISIONS		
NO.	DESCRIPTION	DATE

OWNER
PETER MACIEL

DESIGNER
THOMAS RETTENWENDER
ECOLOGIC ARCHITECTS
P.O. BOX 6451,
CARMEL BY-THE-SEA, CA 93921
(831) 920 8333
THOMAS@ECOLOGICARC.COM

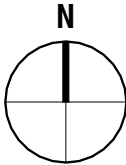
EXISTING SITE PLAN

A2.0



SITE PLAN LEGEND

	EXISTING BUILDING	TW	TOP OF WALL		SEWER CLEANOUT
	EXISTING STRUCTURE TO BE REMOVED	BW	BOTTOM OF WALL		
	PROPOSED BUILDING	EG	EXISTING GRADE		
	PROPERTY LINE	FG	FINISHED GRADE		
	SETBACK LINE	FFE	FINISHED FLOOR ELEVATION		
	OUTLINE OF ROOF OR BALCONY ABOVE	ROW	RIGHT OF WAY		
	CENTERLINE OF PUBLIC ROAD	TYP	TYPICAL		
	EXISTING SEWER MAIN	UNO	UNLESS NOTED OTHERWISE		
	EXISTING WATER MAIN		WATER METER		
	EXISTING OVERHEAD ELECTRICAL		GAS METER		
	ACCESSIBLE PATH		ELECTRICAL PANEL		
			SEWER CLEANOUT		



1 EXISTING SITE PLAN
3/16" = 1'-0"

SCALE NOTE
WRITTEN DIMENSIONS SHALL GOVERN OVER SCALE. ALL
PLANS MUST BE REVIEWED AND APPROVED BY THE
APPROPRIATE CITY OR COUNTY AUTHORITIES.

YOSEMITE RESIDENCE
YOSEMITE RESIDENCE
1828 YOSEMITE ST
SEASIDE, CA 93955

06/26/2026

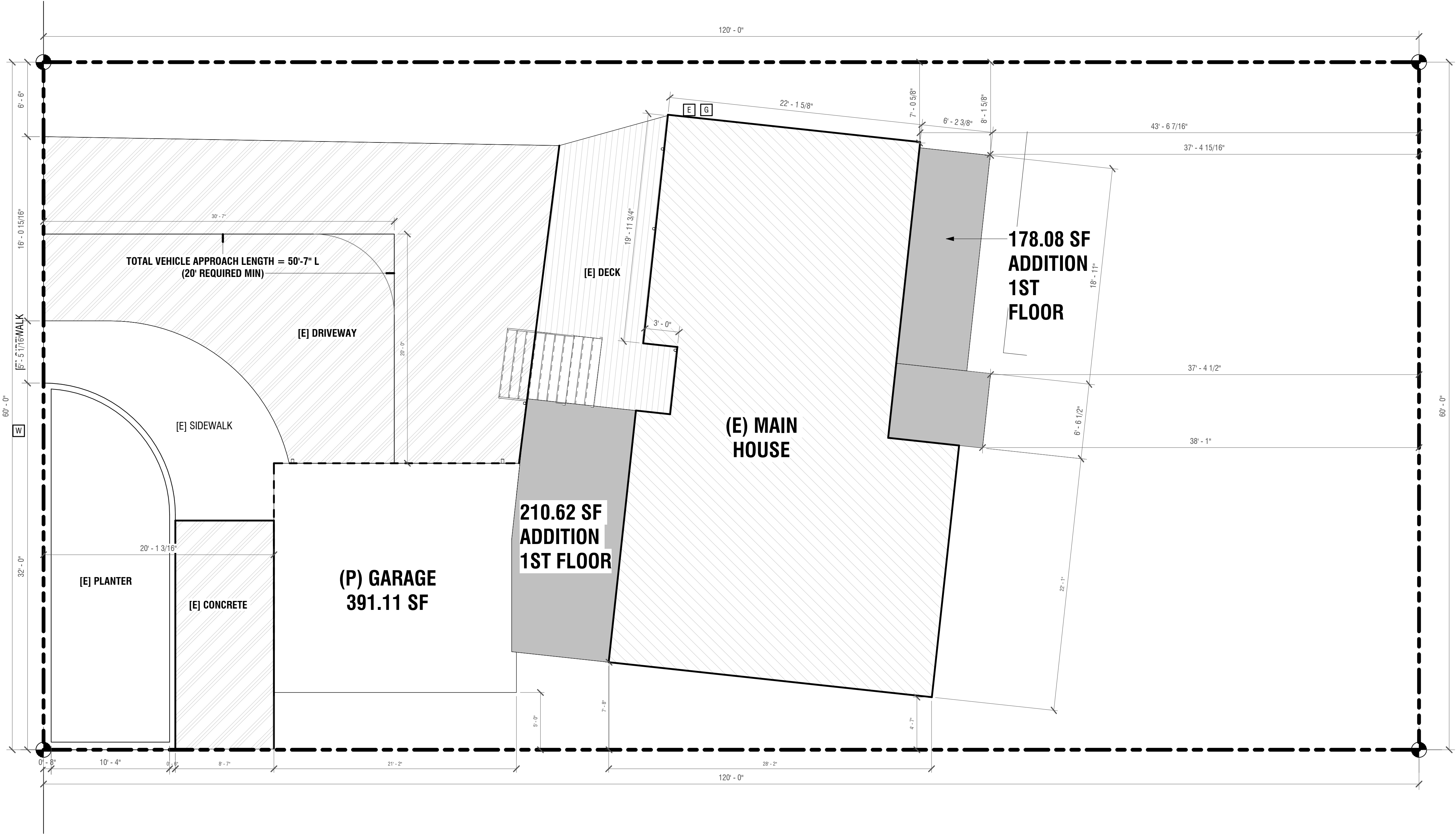
REVISIONS		
NO.	DESCRIPTION	DATE

OWNER
PETER MACIEL

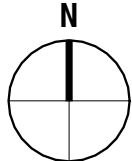
DESIGNER
THOMAS RETTENWENDER
ECOLOGIC ARCHITECTS
P.O. BOX 6451,
CARMEL BY-THE-SEA, CA 93921
(831) 920 8333
THOMAS@ECOLOGICARC.COM

PROPOSED SITE PLAN

A2.1



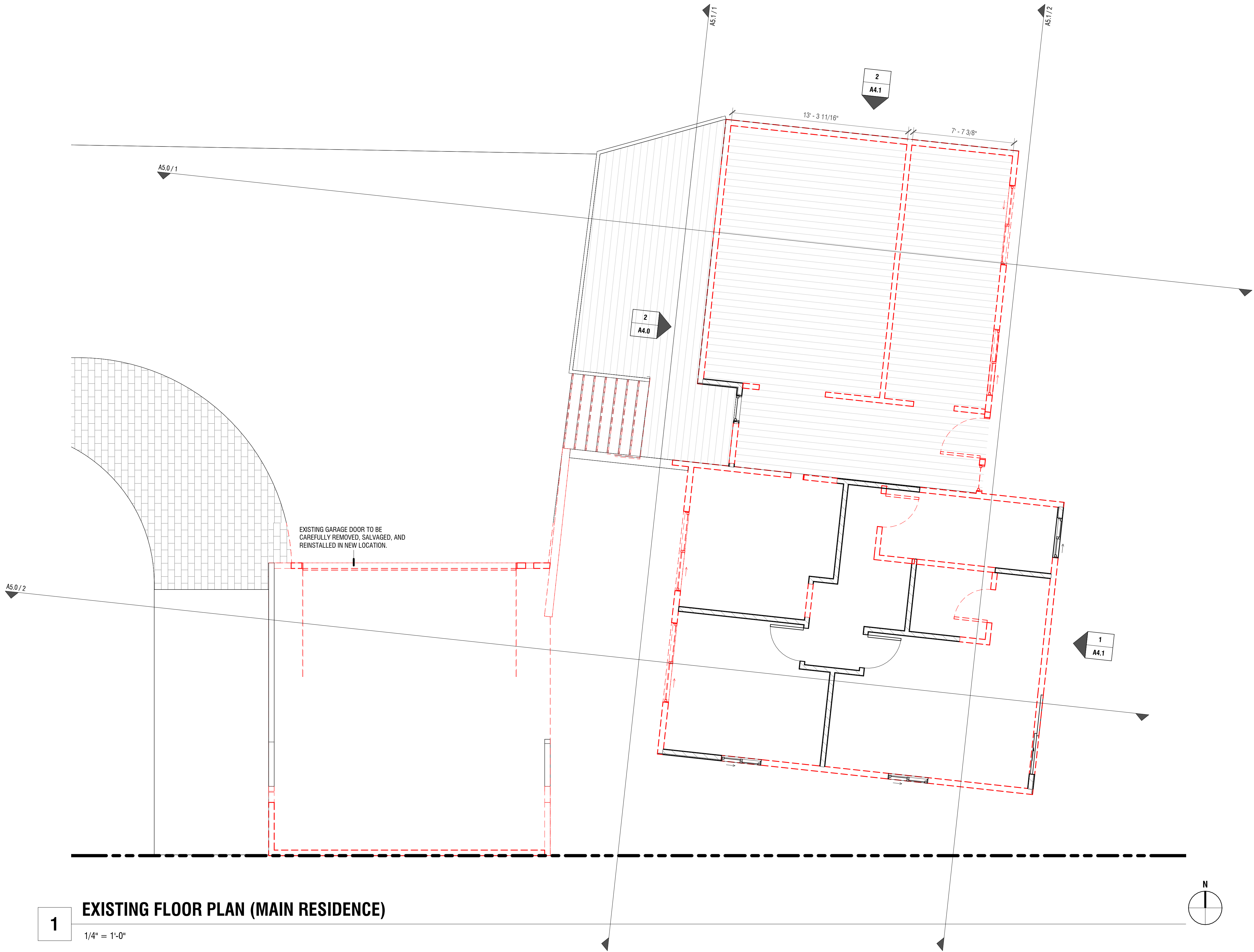
1 SITE PLAN - PROPOSED
3/16" = 1'-0"



SITE PLAN LEGEND

- EXISTING BUILDING
- EXISTING STRUCTURE TO BE REMOVED
- PROPOSED BUILDING
- PROPERTY LINE
- SETBACK LINE
- OUTLINE OF ROOF OR BALCONY ABOVE
- CENTERLINE OF PUBLIC ROAD
- EXISTING SEWER MAIN
- EXISTING WATER MAIN
- EXISTING OVERHEAD ELECTRICAL
- ACCESSIBLE PATH

- TW TOP OF WALL
- BW BOTTOM OF WALL
- EG EXISTING GRADE
- FG FINISHED GRADE
- FFE FINISHED FLOOR ELEVATION
- ROW RIGHT OF WAY
- TYP TYPICAL
- UNO UNLESS NOTED OTHERWISE
- W WATER METER
- G GAS METER
- E ELECTRICAL PANEL
- SEWER CLEANOUT



1

EXISTING FLOOR PLAN (MAIN RESIDENCE)

1/4" = 1'-0"

SCALE NOTE

WRITTEN DIMENSIONS SHALL GOVERN OVER SCALE. ALL PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE CITY OR COUNTY AUTHORITIES.

YOSEMITE RESIDENCE

YOSEMITE RESIDENCE

1828 YOSEMITE ST
SEASIDE, CA 93955

06/26/2026

REVISIONS		
NO.	DESCRIPTION	DATE

OWNER

PETER MACIEL

DESIGNER

THOMAS RETTENWENDER

ECOLOGIC ARCHITECTS

P.O. BOX 6451,

CARMEL BY-THE-SEA, CA 93921

(831) 920 8333

THOMAS@ECOLOGICARC.COM

EXISTING / DEMO GARAGE

A2.2

SCALE NOTE
WRITTEN DIMENSIONS SHALL GOVERN OVER SCALE. ALL
PLANS MUST BE REVIEWED AND APPROVED BY THE
APPROPRIATE CITY OR COUNTY AUTHORITIES.

YOSEMITE RESIDENCE
YOSEMITE RESIDENCE
1828 YOSEMITE ST
SEASIDE, CA 93955

06/26/2026

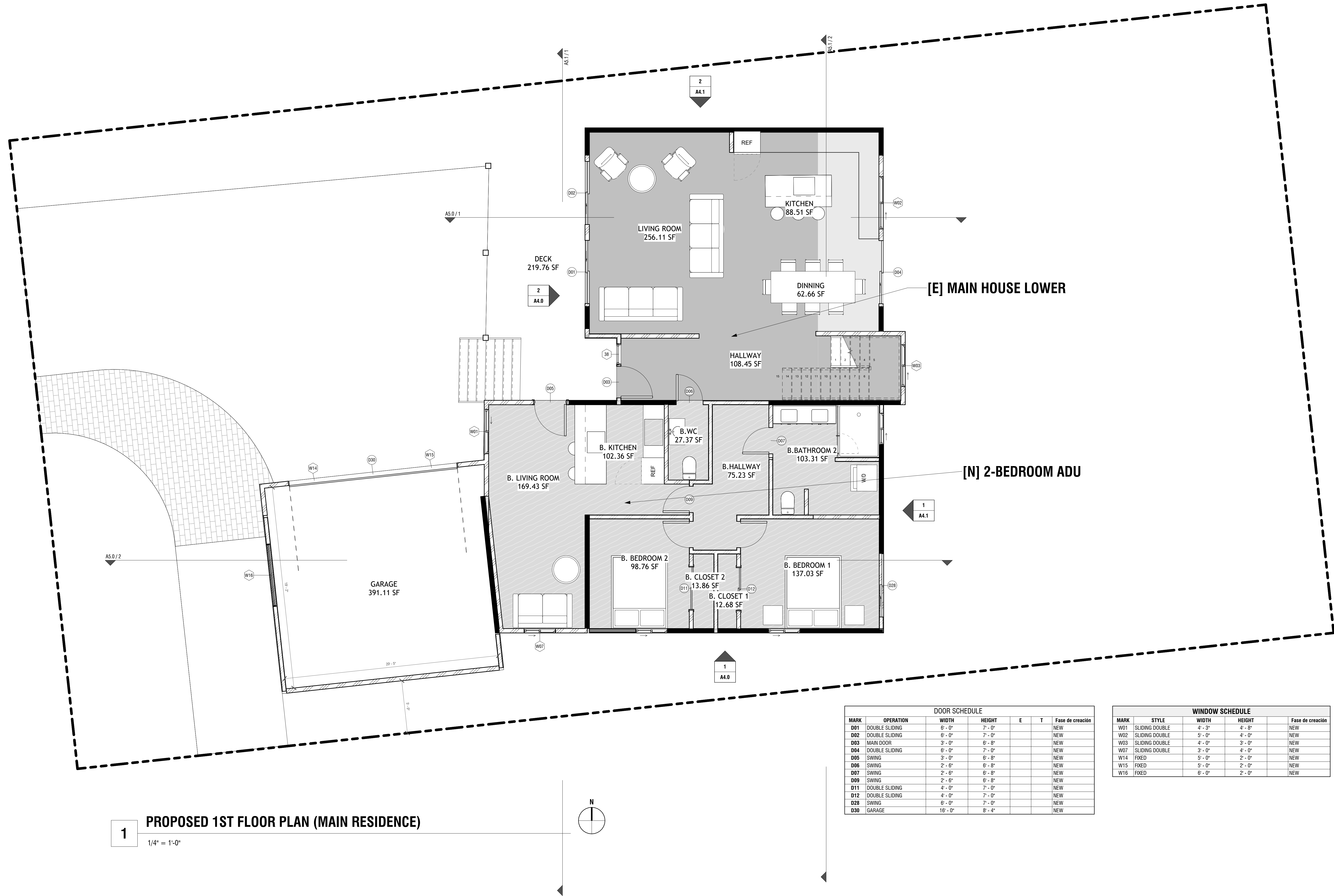
REVISIONS		
NO.	DESCRIPTION	DATE

OWNER
PETER MACIEL

DESIGNER
THOMAS RETTENWENDER
ECOLOGIC ARCHITECTS
P.O. BOX 6451,
CARMEL BY-THE-SEA, CA 93921
(831) 920 8333
THOMAS@ECOLOGICARCH.COM

PROPOSED LOWER FLOOR PLAN

A2.3



SCALE NOTE
WRITTEN DIMENSIONS SHALL GOVERN OVER SCALE. ALL
PLANS MUST BE REVIEWED AND APPROVED BY THE
APPROPRIATE CITY OR COUNTY AUTHORITIES.

YOSEMITE RESIDENCE
YOSEMITE RESIDENCE
1828 YOSEMITE ST
SEASIDE, CA 93955

06/26/2026

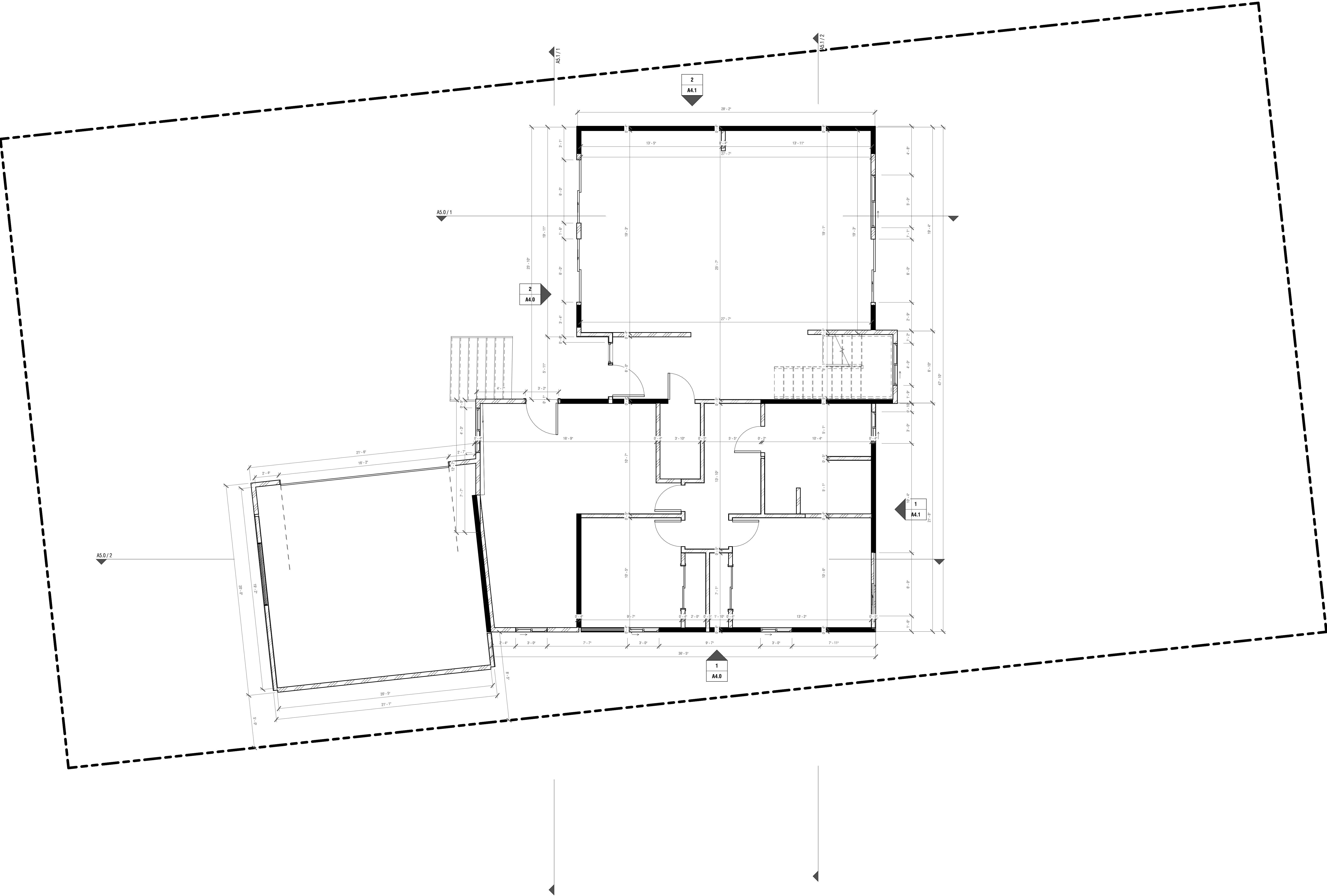
REVISIONS		
NO.	DESCRIPTION	DATE

OWNER
PETER MACIEL

DESIGNER
THOMAS RETTENWENDER
ECOLOGIC ARCHITECTS
P.O. BOX 6451,
CARMEL BY-THE-SEA, CA 93921
(831) 920 8333
THOMAS@ECOLOGICARC.COM

PROPOSED LOWER FLOOR
DIMENSION PLAN

A2.4



PROPOSED FLOOR PLAN DIMENSIONS

SCALE NOTE
WRITTEN DIMENSIONS SHALL GOVERN OVER SCALE. ALL
PLANS MUST BE REVIEWED AND APPROVED BY THE
APPROPRIATE CITY OR COUNTY AUTHORITIES.

YOSEMITE RESIDENCE
YOSEMITE RESIDENCE
1828 YOSEMITE ST
SEASIDE, CA 93955

06/26/2026

REVISIONS		
NO.	DESCRIPTION	DATE

OWNER
PETER MACIEL

DESIGNER
THOMAS RETTENWENDER
ECOLOGIC ARCHITECTS
P.O. BOX 6451,
CARMEL BY-THE-SEA, CA 93921
(831) 920 8333
THOMAS@ECOLOGICARC.COM

PROPOSED UPPER FLOOR PLAN

A2.5



[N] MAIN HOUSE UPPER FLOOR

DOOR SCHEDULE						
MARK	OPERATION	WIDTH	HEIGHT	E	T	Fase de creación
D13	SWING	3'-0"	6'-8"			NEW
D14	DOUBLE SLIDING	4'-0"	7'-0"			NEW
D15	SWING	3'-0"	6'-8"			NEW
D16	DOUBLE SLIDING	4'-0"	7'-0"			NEW
D17	DOUBLE SLIDING	4'-0"	7'-0"			NEW
D18	DOUBLE SLIDING	6'-0"	7'-0"			NEW
D19	DOUBLE SLIDING	6'-0"	7'-0"			NEW
D20	SWING	3'-0"	6'-8"			NEW
D21	SWING	2'-6"	6'-8"			NEW
D22	SWING	2'-6"	6'-8"			NEW
D23	SWING	3'-0"	6'-8"			NEW
D24	SWING	3'-0"	6'-8"			NEW
D25	DOUBLE SLIDING	4'-0"	7'-0"			NEW
D26	DOUBLE SLIDING	4'-0"	7'-0"			NEW
D27	SWING	3'-0"	6'-8"			NEW
D29	MAIN DOOR	6'-0"	7'-0"			NEW

WINDOW SCHEDULE					
MARK	STYLE	WIDTH	HEIGHT		Fase de creación
W08	SLIDING DOUBLE	5'-0"	4'-8"		NEW
W09	SLIDING DOUBLE	5'-0"	4'-0"		NEW
W10	SLIDING DOUBLE	4'-0"	3'-0"		NEW
W11	SLIDING DOUBLE	3'-0"	1'-0"		NEW
W12	SLIDING DOUBLE	5'-0"	4'-0"		NEW
W13	SLIDING DOUBLE	3'-0"	4'-0"		NEW

SCALE NOTE

WRITTEN DIMENSIONS SHALL GOVERN OVER SCALE. ALL
PLANS MUST BE REVIEWED AND APPROVED BY THE
APPROPRIATE CITY OR COUNTY AUTHORITIES.

YOSEMITE RESIDENCE

YOSEMITE RESIDENCE

1828 YOSEMITE ST
SEASIDE, CA 93955

06/26/2026

REVISIONS

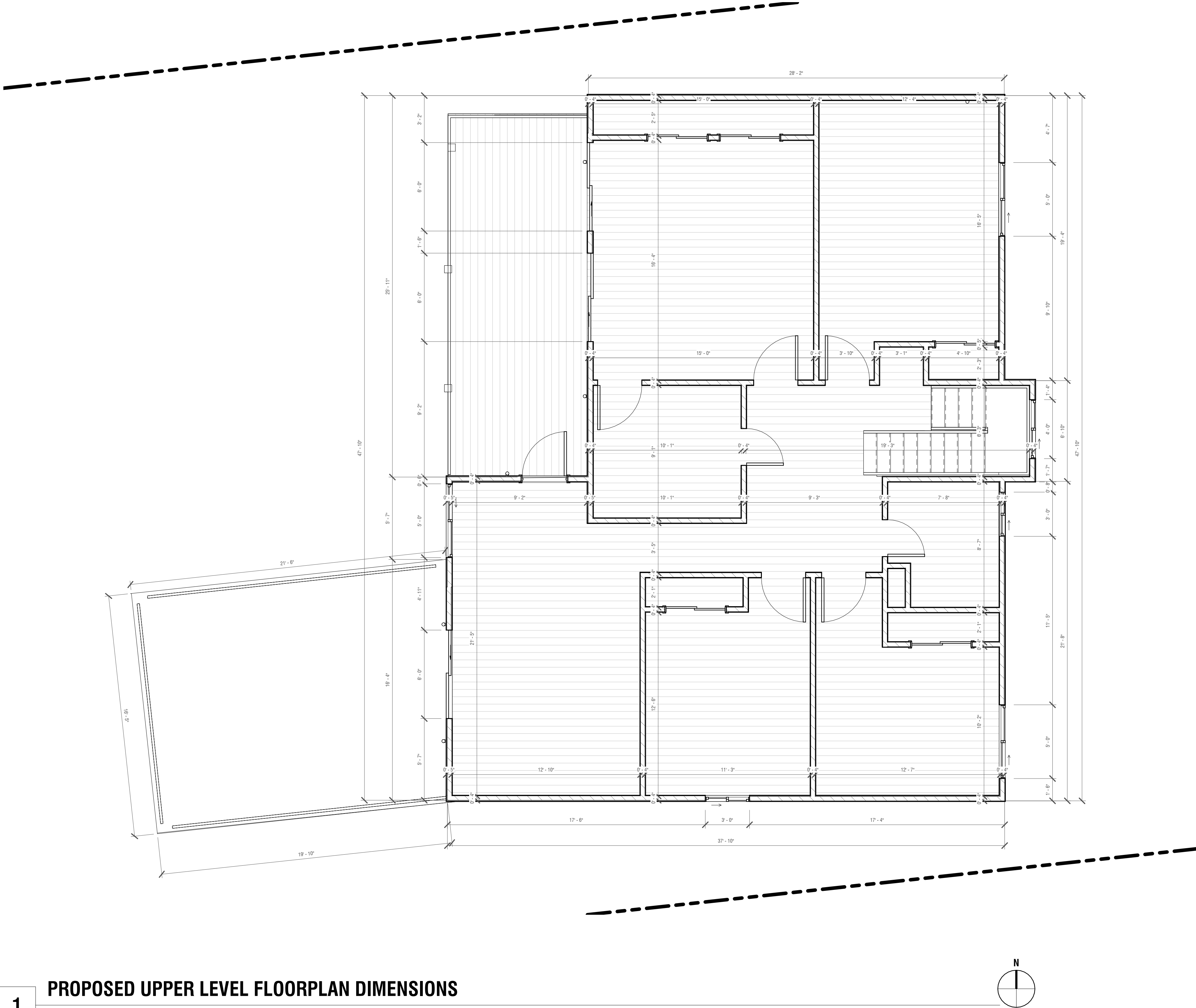
NO.	DESCRIPTION	DATE

OWNER
PETER MACIEL

DESIGNER
THOMAS RETTENWENDER
ECOLOGIC ARCHITECTS
P.O. BOX 6451,
CARMEL BY-THE-SEA, CA 93921
(831) 920 8333
THOMAS@ECOLOGICARC.COM

PROPOSED UPPER FLOOR
DIMENSION PLAN

A2.6



SCALE NOTE
WRITTEN DIMENSIONS SHALL GOVERN OVER SCALE. ALL
PLANS MUST BE REVIEWED AND APPROVED BY THE
APPROPRIATE CITY OR COUNTY AUTHORITIES.

YOSEMITE RESIDENCE
YOSEMITE RESIDENCE
1828 YOSEMITE ST
SEASIDE, CA 93955

06/26/2026

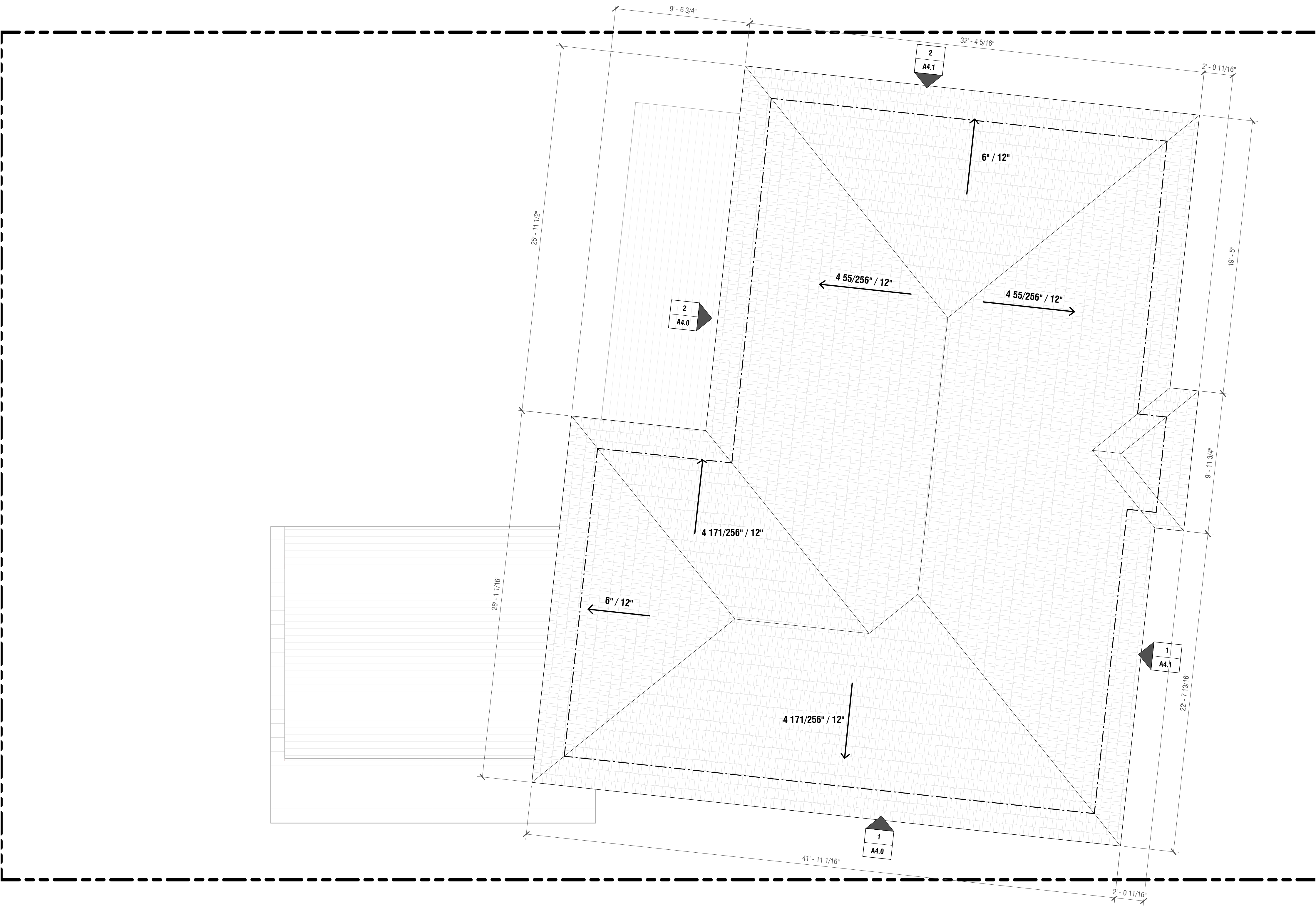
REVISIONS		
NO.	DESCRIPTION	DATE

OWNER
PETER MACIEL

DESIGNER
THOMAS RETTENWENDER
ECOLOGIC ARCHITECTS
P.O. BOX 6451,
CARMEL BY-THE-SEA, CA 93921
(831) 920 8333
THOMAS@ECOLOGICARC.COM

UPPER FLOOR ROOF PLAN

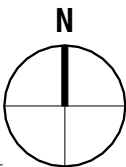
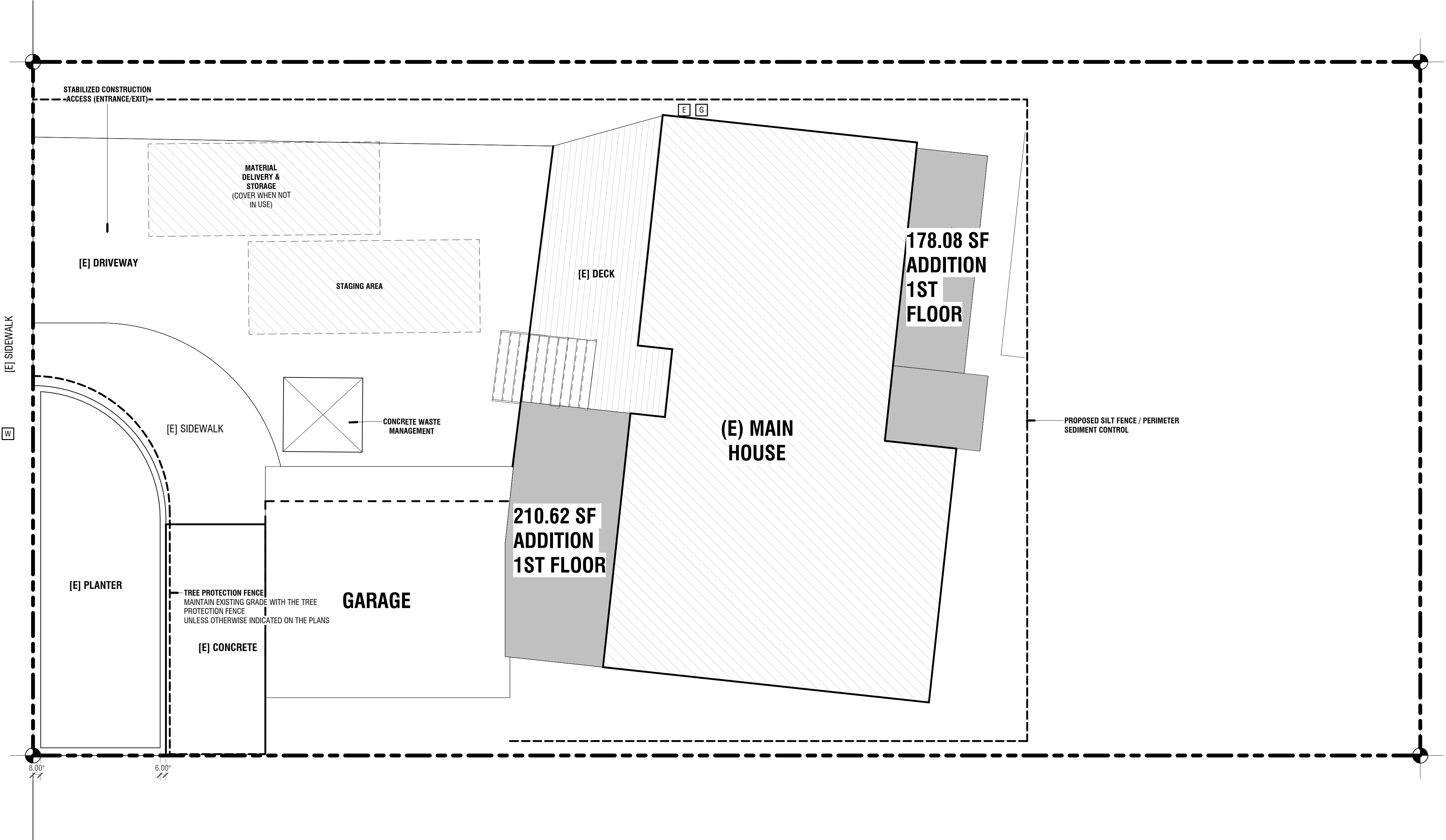
A2.7



1 UPPER FLOOR ROOF PLAN
1/4" = 1'-0"

NOTES:

CONCRETE WASHOUT NOTE: CONTRACTOR SHALL PROVIDE A DESIGNATED, LINED WASHOUT AREA FOR CONCRETE, STUCCO, AND PAINT TOOLS. NO CONCRETE WASTE OR WASHOUT WATER SHALL BE DISCHARGED INTO THE SOIL, STORM DRAINS, OR PUBLIC RIGHT-OF-WAY.



1

SITE PLAN - EROSION & SEDIMENT CONTROL

3/16" = 1'-0"

EROSION CONTROL PLAN NOTES

- THE INTENT OF THE EROSION CONTROL PLAN IS TO MINIMIZE ANY WATER QUALITY IMPACTS IN THE FORM OF SEDIMENT POLLUTION TO MAIN CREEK & TRIBUTARIES.
- A CONSTRUCTION ENTRANCE WILL BE INSTALLED PRIOR TO GRADING. THE LOCATION OF THE ENTRANCE MAY BE ADJUSTED BY THE CONTRACTOR TO FACILITATE GRADING OPERATIONS. ALL CONSTRUCTION TRAFFIC ENTERING THE PAVED ROAD MUST CROSS THE CONSTRUCTION ENTRANCE. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AND REPAIR OF ANY MEASURES USED TO CONTROL SEDIMENTS.
- WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH, OR WATERCOURSE THROUGH THE USE OF SANDBAGS, GRAVEL, BOARDS, OR OTHER APPROVED METHODS.
- DURING THE RAINY SEASON, ALL PAVED AREAS WILL BE KEPT CLEAR OF EARTH MATERIAL AND DEBRIS. THE SITE WILL BE MAINTAINED SO THAT A MINIMUM OF SEDIMENT-LADEN RUNOFF ENTERS THE STORM DRAINAGE SYSTEM.
- INSTALL TEMPORARY EROSION CONTROL OVER DISTURBED AREAS UTILIZING STRAW MULCH

BEST MANAGEMENT PRACTICE / GENERAL NOTES

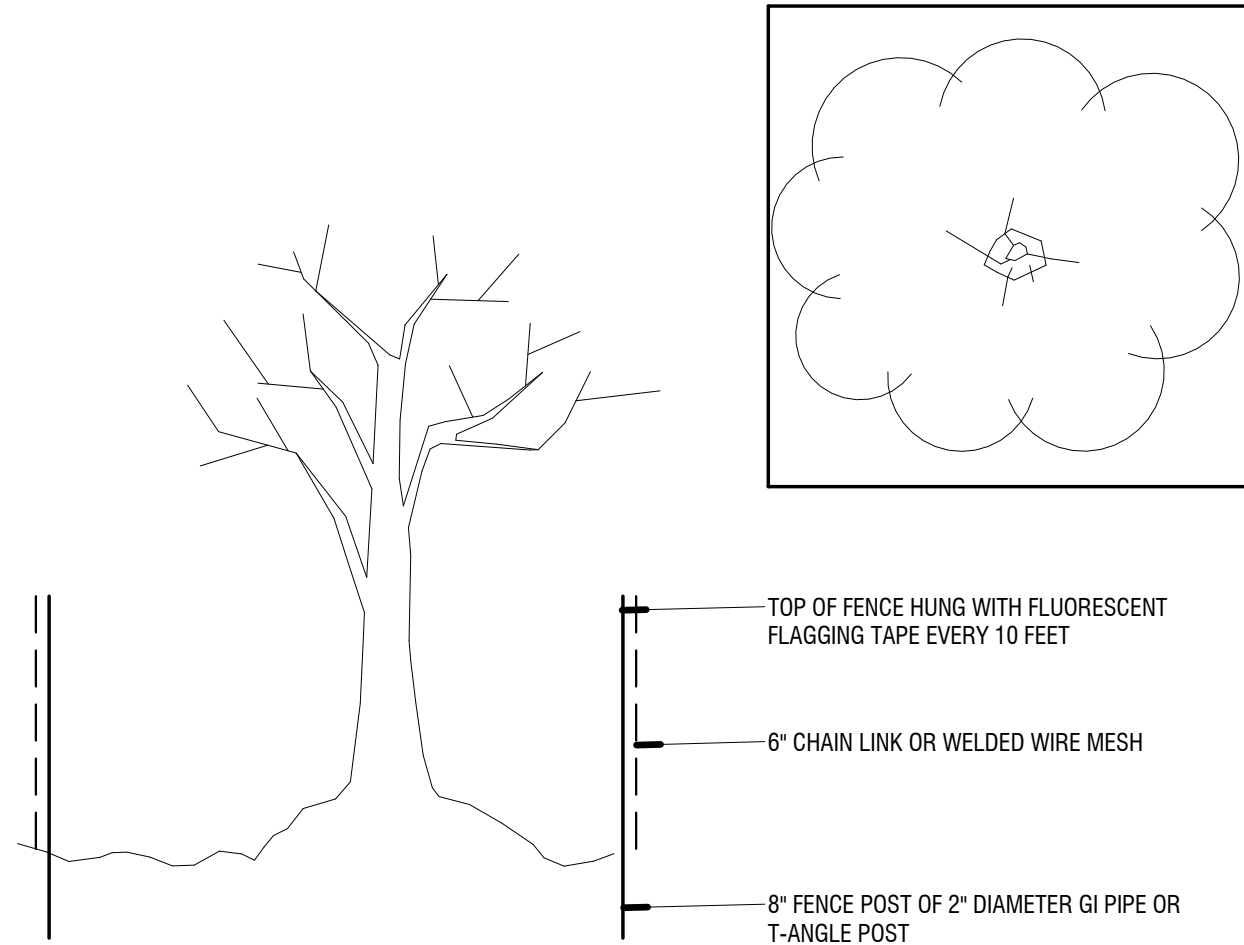
- BEST MANAGEMENT PRACTICES (BMPs).** AT A MINIMUM, THE FOLLOWING BMPs ARE REQUIRED REGARDLESS OF WEATHER CONDITIONS AND AS APPLICABLE TO THE CONSTRUCTION ACTIVITIES PLANNED. VERIFY ALL OF THE BELOW MEASURES ARE ADDRESSED ON THE ESCP SUBMITTAL, AS APPLICABLE.
 - WET WEATHER MEASURES.** IF POSSIBLE, AVOID LAND-DISTURBING ACTIVITIES DURING THE WET WEATHER SEASON (OCTOBER 15 THROUGH APRIL 15). OTHERWISE, EXTRA BMP MATERIALS (FILTERS, FIBER ROLLS, GRAVEL BAGS, MULCH/STRAW, PLASTIC COVERS) SHALL BE KEPT ON-SITE FOR PRE-RAIN INSTALL.
 - EXISTING VEGETATION.** PROTECT EXISTING VEGETATION; AVOID REMOVAL AS REQUIRED AND WHEREVER POSSIBLE. INSTALL APPROPRIATE PROTECTIVE FENCING AND PERIMETER CONTROLS PRIOR TO WORK.
 - EROSION AND SEDIMENT CONTROL.** AS APPLICABLE, SLOPE AND SOIL STABILIZATION BMPs SHALL BE UTILIZED TO PREVENT SLOPE EROSION AND SOIL MOVEMENT ON-SITE AND OFF-SITE. NO SEDIMENT MAY LEAVE THE SITE, BE DEPOSITED OFF-SITE, OR POLLUTE STORMWATER RUNOFF FROM THE CONSTRUCTION SITE.
 - STOCKPILE MANAGEMENT.** ALL STOCKPILES SHALL BE CONTAINED AND COVERED WHEN NOT ACTIVE AND SECURED AT THE END OF EACH DAY. STOCKPILES SHALL BE SECURELY COVERED OVERNIGHT AND PRIOR TO, DURING, AND AFTER RAIN EVENTS. NO MATERIAL SHALL LEAVE THE SITE OR MOVE INTO THE STREET.
 - WASTE MANAGEMENT.** ALL CONSTRUCTION WASTE SHALL BE CONTAINED AND SECURELY COVERED ON-SITE, INCLUDING TRASH, PAINT, GROUT, AND CONCRETE. ANY WASHOUT FACILITY SHALL BE CONTAINED, MAINTAINED, AND ITS CONTENTS DISPOSED OF PROPERLY. NO MATERIAL SHALL BE WASHED INTO THE STREET.
 - VEHICLES AND EQUIPMENT.** RESPONSIBLE PARTIES MUST ENSURE ALL VEHICLES AND EQUIPMENT ARE MAINTAINED IN GOOD WORKING ORDER AND WILL NOT CAUSE DIRT, MUD, OIL, GREASE, OR FUEL TO BE DISCHARGED OR TRACKED OFF-SITE INTO THE STREET. INACTIVE VEHICLES/EQUIPMENT MUST USE COVERS AND/OR DRIP PANS.
 - DRAIN/INLET PROTECTION & PERIMETER CONTROLS.** DRAINS/INLETS THAT RECEIVE STORMWATER MUST BE COVERED OR OTHERWISE PROTECTED FROM RECEIVING SEDIMENT, MUD, DIRT, OR ANY DEBRIS AND MUST INCLUDE GUTTER CONTROLS AND FILTRATION WHERE APPLICABLE, IN A MANNER THAT DOES NOT IMPEDE TRAFFIC OR SAFETY. PROPERLY INSTALLED SILT FENCING OR EQUIVALENT LINEAR CONTROL SHALL BE EVIDENT ALONG THE SITE PERIMETER TO PREVENT MOVEMENT OF SEDIMENT AND DEBRIS OFF-SITE.
 - SWEEPING.** ALL IMPERVIOUS SURFACES (DRIVEWAYS, STREETS) SHALL BE PHYSICALLY SWEEPED (NOT WASHED OR HOSED DOWN) AND MAINTAINED FREE OF DEBRIS AND ACCUMULATIONS OF DIRT. NO TRACKING OFF-SITE.
 - DEWATERING.** NO DEWATERING IS ALLOWED FROM CONSTRUCTION SITES UNLESS DISCHARGE IS AN EXCEPTION TO THE DISCHARGE PROHIBITION PER CITY CODE CH. 31.5-12(C), EXCEPT AS SPECIFIED FOR ASBS DRAINAGES. ANY PROPOSED DEWATERING MUST BE REVIEWED AND CLEARED BY THE CITY AND APPLICABLE REGULATORY AGENCIES.
 - STORMWATER MANAGEMENT.** STORMWATER MIXED WITH NON-STORMWATER SHALL BE MANAGED AS NON-STORMWATER.

SITE SPECIFIC NOTES OR MITIGATION MEASURES

- INSTALL VEGETATION FENCING UPSTREAM OF SENSITIVE WATER BODY.

CONSTRUCTION PARKING

- NO OFF-SITE PARKING, ALL CONSTRUCTION-RELATED VEHICLES SHALL BE ACCOMMODATED WITHIN THE PROPERTY BOUNDARIES. PARKING ON PBC PROPERTY, INCLUDING THE ROAD RIGHT-OF-WAY, IS STRICTLY PROHIBITED.



2

TYPICAL TREE PROTECTION DETAIL

SCALE NOTE

WRITTEN DIMENSIONS SHALL GOVERN OVER SCALE. ALL PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE CITY OR COUNTY AUTHORITIES.

YOSEMITE RESIDENCE

YOSEMITE RESIDENCE

1828 YOSEMITE ST
SEASIDE, CA 93955

06/26/2026

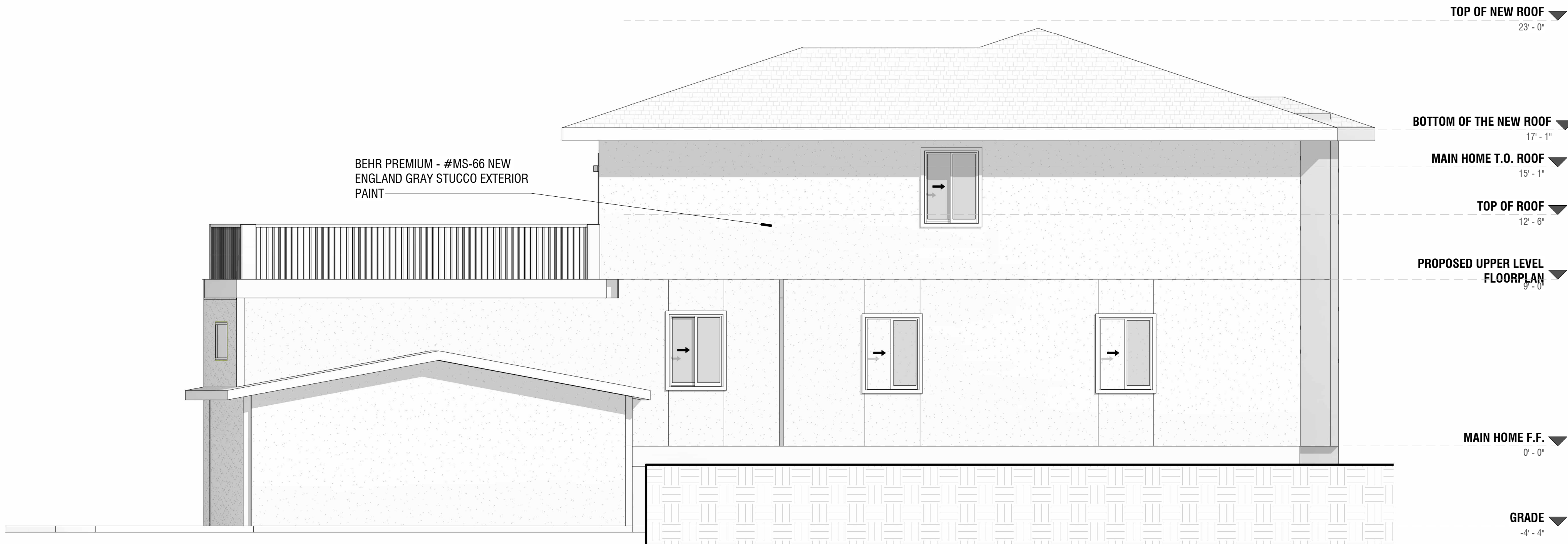
REVISIONS		
NO.	DESCRIPTION	DATE

OWNER
PETER MACIEL

DESIGNER
THOMAS RETTENWENDER
ECOLOGIC ARCHITECTS
P.O. BOX 6451,
CARMEL BY-THE-SEA, CA 93921
(831) 920 8333
THOMAS@ECOLOGICARC.COM

EROSION & SEDIMENT CONTROL

A3.1



1

SOUTH

1/4" = 1'-0"



2

WEST

1/4" = 1'-0"

SCALE NOTE

WRITTEN DIMENSIONS SHALL GOVERN OVER SCALE. ALL PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE CITY OR COUNTY AUTHORITIES.

YOSEMITE RESIDENCE

YOSEMITE RESIDENCE

1828 YOSEMITE ST
SEASIDE, CA 93955

06/26/2026

REVISIONS

NO.	DESCRIPTION	DATE

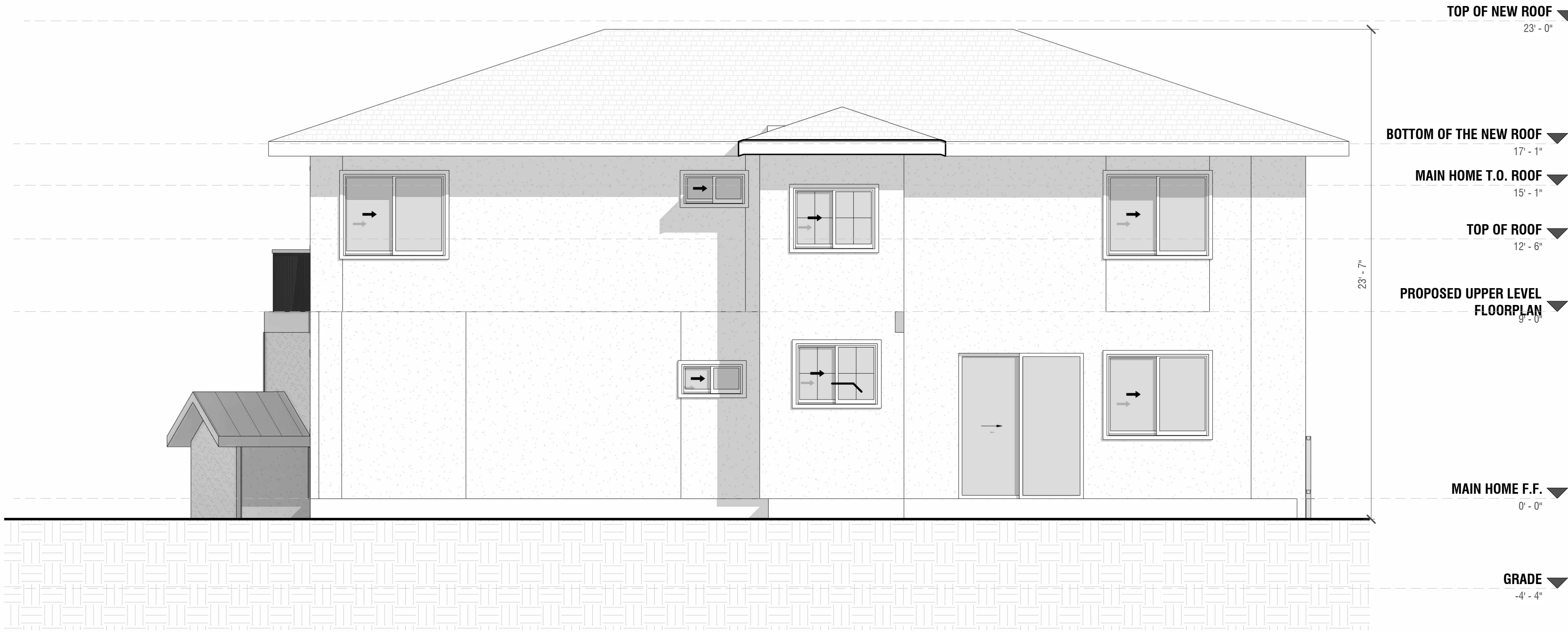
OWNER
PETER MACIEL

DESIGNER
THOMAS RETTENWENDER
ECOLOGIC ARCHITECTS
P.O. BOX 6451,
CARMEL BY-THE-SEA, CA 93921
(831) 920 8333
THOMAS@ECOLOGICARC.COM

EXTERIOR ELEVATIONS

A4.0

MATERIALS : SEE TITLE SHEET A1.0



1

EAST

1/4" = 1'-0"



2

NORTH

1/4" = 1'-0"

SCALE NOTE
WRITTEN DIMENSIONS SHALL GOVERN OVER SCALE. ALL
PLANS MUST BE REVIEWED AND APPROVED BY THE
APPROPRIATE CITY OR COUNTY AUTHORITIES.

YOSEMITE RESIDENCE

YOSEMITE RESIDENCE

1828 YOSEMITE ST

SEASIDE, CA 93955

06/26/2026

REVISIONS		
NO.	DESCRIPTION	DATE

OWNER
PETER MACIEL

DESIGNER
THOMAS RETTENWENDER
ECOLOGIC ARCHITECTS
P.O. BOX 6451,
CARMEL BY-THE-SEA, CA 93921
(831) 920 8333
THOMAS@ECOLOGICARC.COM

EXTERIOR ELEVATIONS

A4.1

SCALE NOTE
WRITTEN DIMENSIONS SHALL GOVERN OVER SCALE. ALL
PLANS MUST BE REVIEWED AND APPROVED BY THE
APPROPRIATE CITY OR COUNTY AUTHORITIES.

YOSEMITE RESIDENCE
YOSEMITE RESIDENCE
1828 YOSEMITE ST
SEASIDE, CA 93955

06/26/2026

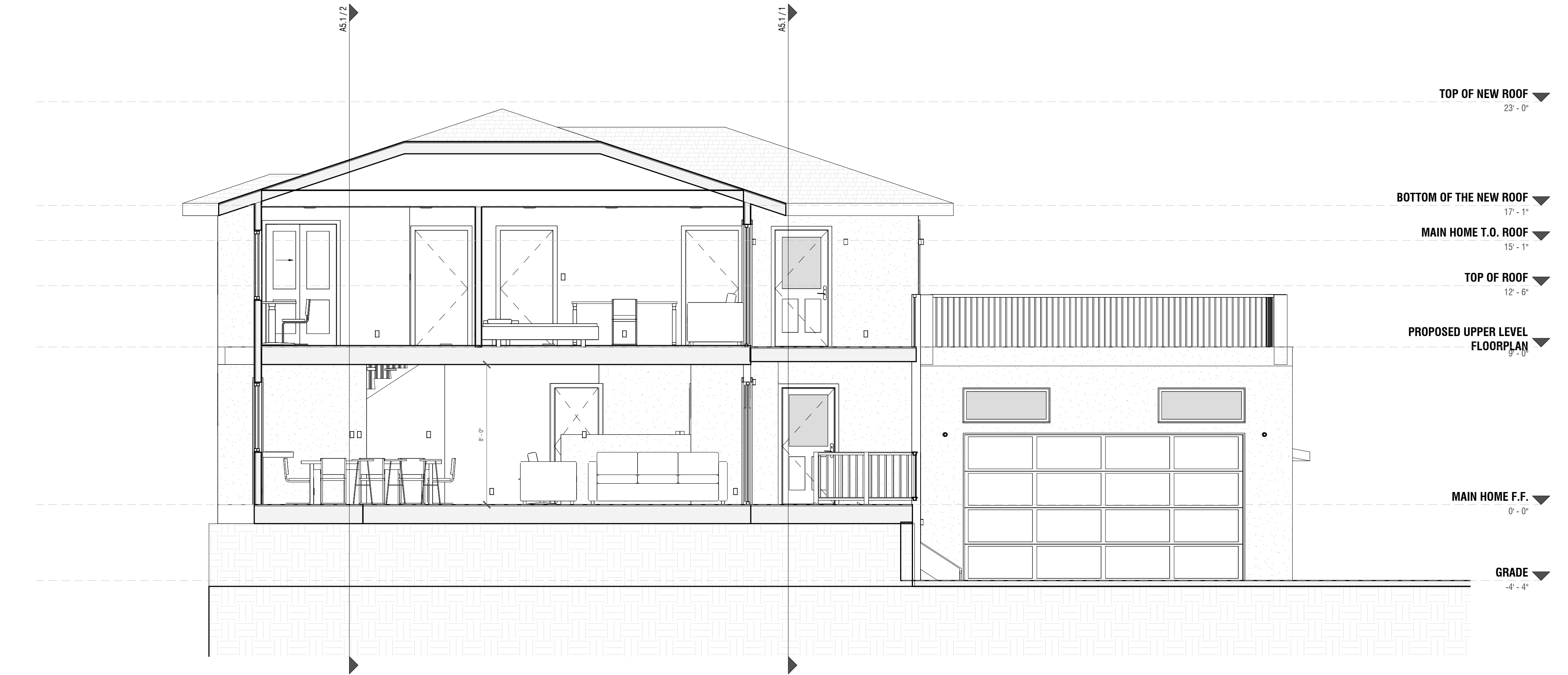
REVISIONS		
NO.	DESCRIPTION	DATE

OWNER
PETER MACIEL

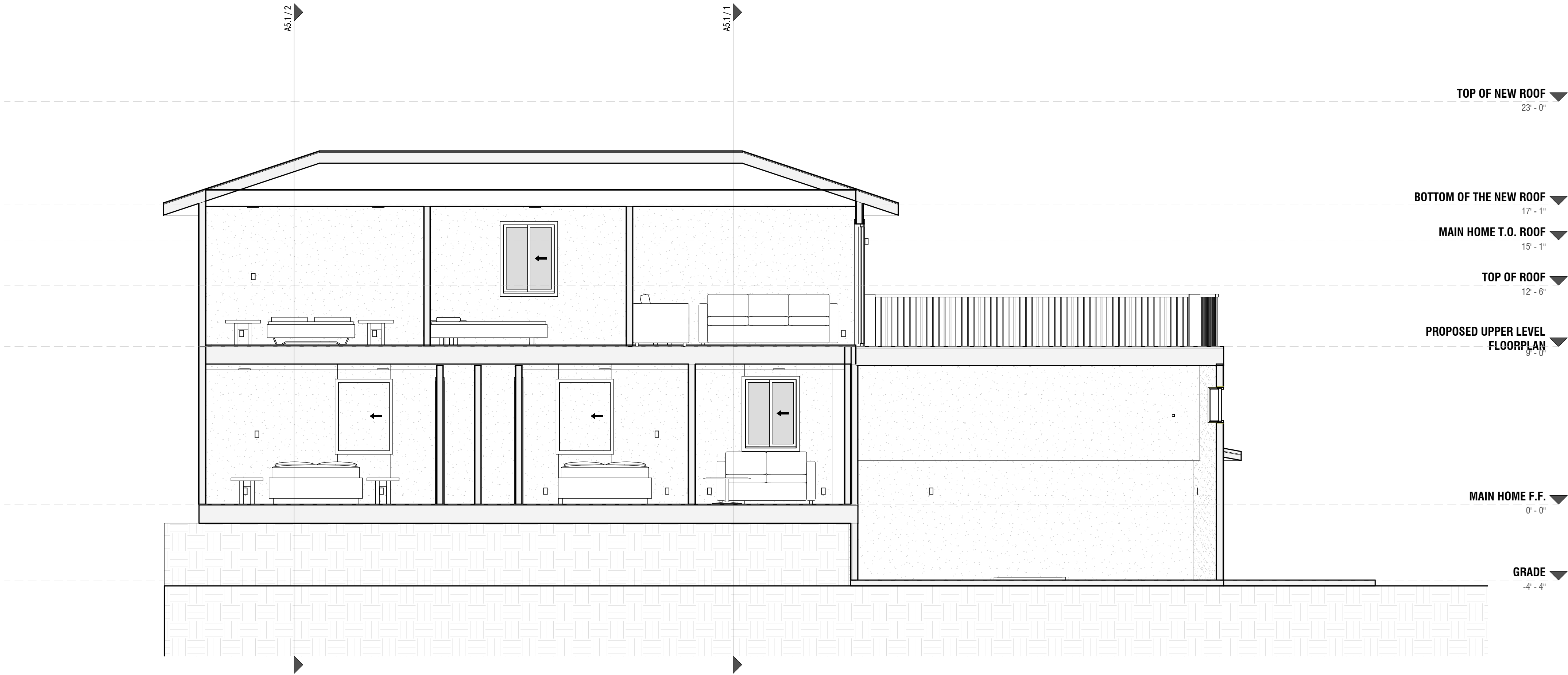
DESIGNER
THOMAS RETTENWENDER
ECOLOGIC ARCHITECTS
P.O. BOX 6451,
CARMEL BY-THE-SEA, CA 93921
(831) 920 8333
THOMAS@ECOLOGICARC.COM

SECTION 1

A5.0



1 Section 1
1/4" = 1'-0"



2 Section 2
1/4" = 1'-0"

SCALE NOTE

WRITTEN DIMENSIONS SHALL GOVERN OVER SCALE. ALL PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE CITY OR COUNTY AUTHORITIES.

YOSEMITE RESIDENCE
YOSEMITE RESIDENCE
1828 YOSEMITE ST
SEASIDE, CA 93955

06/26/2026

REVISIONS

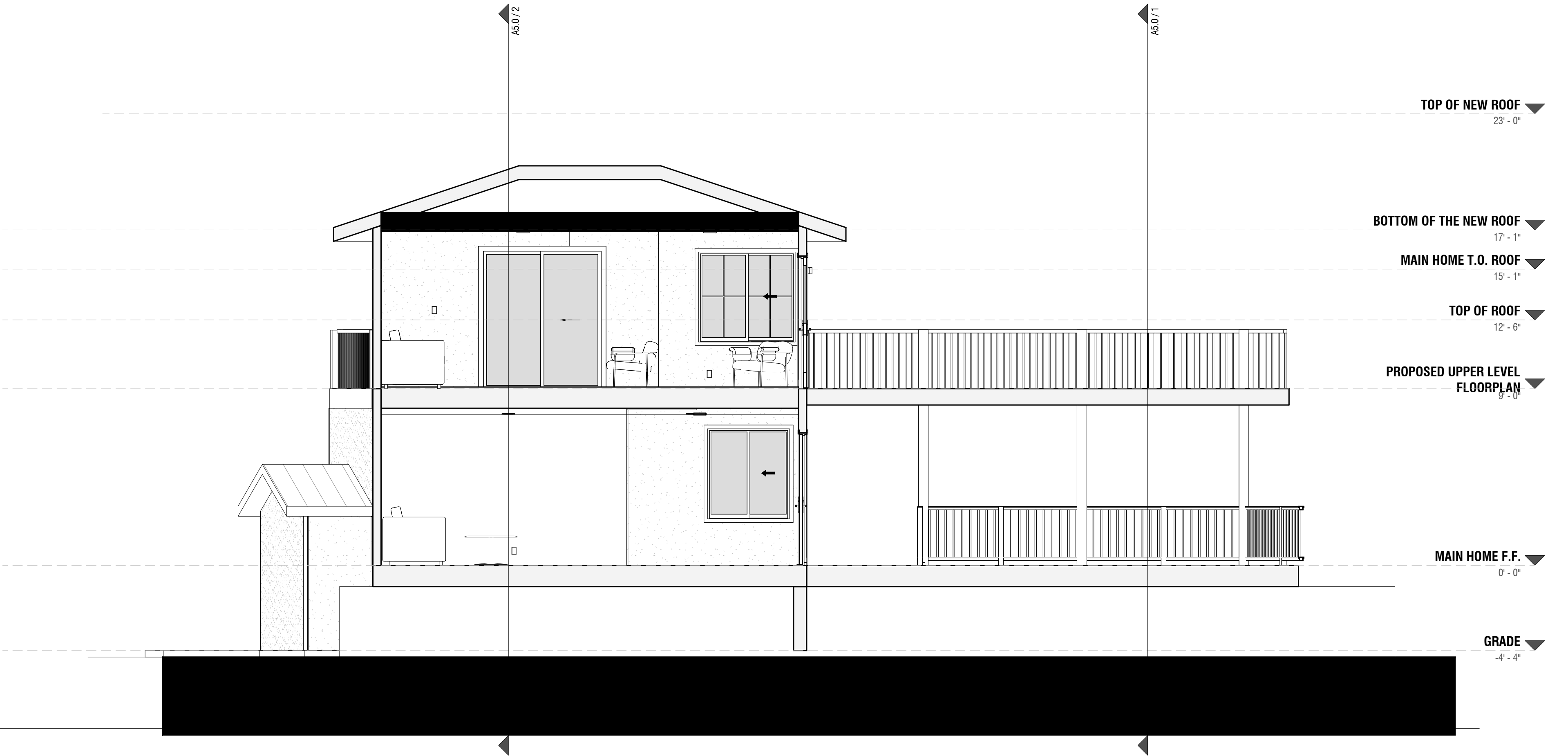
NO.	DESCRIPTION	DATE

OWNER
PETER MACIEL

DESIGNER
THOMAS RETTENWENDER
ECOLOGIC ARCHITECTS
P.O. BOX 6451,
CARMEL BY-THE-SEA, CA 93921
(831) 920 8333
THOMAS@ECOLOGICARC.COM

SECTION 2

A5.1



1 Section 3
1/4" = 1'-0"



2 Section 4
1/4" = 1'-0"

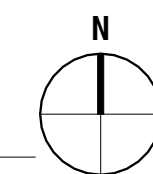
YOSEMITE RESIDENCE

**1828 YOSEMITE ST
SEASIDE, CA 93955**

[illegible]

DESIGNER
THOMAS RETTENWENDER
ECOLOGIC ARCHITECTS
P.O. BOX 6451,
CARMEL BY-THE-SEA, CA 93921
(831) 920 8333
THOMAS@ECOLOGICARC.COM

E1



1	ELL01
	1/4" = 1'-0"

- | | |
|---|--|
|  | LIGHT FIXTURE |
|  | DUPLEX RECEPTACLE |
|  | GFCI DUPLEX RECEPTACLE |
|  | WP GFCI DUPLEX RECEPTACLE (WEATHERPROOF & GFCI-) |
|  | 240V RECEPTACLE |
|  | COMBINATION SMOKE/CARBON MONOXIDE ALARM |
|  | SMOKE ALARM (INTERCONNECTED W/ BATTERY BACKUP) |
|  | EXHAUST FAN |
|  | ELECTRICAL PANEL |
|  | SINGLE-POLE SWITCH |
|  | 3 WAY SWITCH |
|  | OCCUPANCY SENSOR SWITCH |
|  | PHOTOCELL SWITCH |
|  | 4' X 1' FLUORESCENT LIGHT FIXTURE |
|  | PUSH BUTTON SWITCH |

SCALE NOTE

WRITTEN DIMENSIONS SHALL GOVERN OVER SCALE. ALL PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE CITY OR COUNTY AUTHORITIES.

YOSEMITE RESIDENCE

YOSEMITE RESIDENCE

1828 YOSEMITE ST
SEASIDE, CA 93955

06/26/2026

REVISIONS

NO.	DESCRIPTION	DATE

OWNER
PETER MACIEL

DESIGNER
THOMAS RETTENWENDER
ECOLOGIC ARCHITECTS
P.O. BOX 6451,
CARMEL BY-THE-SEA, CA 93921
(831) 920 8333
THOMAS@ECOLOGICARC.COM

ELECTRICAL PLAN - UPPER FLOOR

E2

SHEET NO.

Packet Page 795 © 2024



1 ELECTRICAL - UPPER FLOOR

1/4" = 1'-0"

ELECTRICAL NOTES

- 1. ELECTRICAL OUTLET AND CONTROL HEIGHT REQUIREMENTS**
ALL ELECTRICAL RECEPTACLE OUTLETS, SWITCHES, AND CONTROLS (INCLUDING CONTROLS FOR HEATING, VENTILATION, AND AIR CONDITIONING) SHALL BE INSTALLED AT A HEIGHT NO HIGHER THAN 48 INCHES MEASURED FROM THE TOP OF THE OUTLET BOX AND NO LOWER THAN 15 INCHES MEASURED FROM THE BOTTOM OF THE OUTLET BOX ABOVE THE FINISHED FLOOR, PER §R327.1.2 CRC.
- 2. TAMPER-RESISTANT RECEPTACLE REQUIREMENT**
ALL 125V, 15A, AND 20A RECEPTACLES INSTALLED IN LOCATIONS REQUIRED BY CEC 406.12 SHALL BE LISTED AS TAMPER-RESISTANT (TR). THIS INCLUDES ALL HABITABLE ROOMS, KITCHENS, BATHROOMS, HALLWAYS, LAUNDRY AREAS, GARAGES, BASEMENTS, AND OUTDOOR RECEPTACLES. EXCEPTIONS APPLY TO RECEPTACLES INSTALLED MORE THAN 5'-6" ABOVE THE FLOOR, DEDICATED OUTLETS FOR APPLIANCES, AND RECEPTACLES IN AREAS WITH RESTRICTED ACCESS.
- 3. ARC-FAULT CIRCUIT INTERRUPTER (AFCI) PROTECTION REQUIREMENTS**
ALL 125V, 15A, AND 20A OUTLETS IN THE DWELLING UNIT, INCLUDING RECEPTACLES, LIGHTING OUTLETS, AND HARDWIRED APPLIANCES, SHALL BE PROTECTED BY AN ARC-FAULT CIRCUIT INTERRUPTER (AFCI) PER CEC 210.12. AFCI PROTECTION SHALL BE PROVIDED BY LISTED AFCI CIRCUIT BREAKERS OR RECEPTACLES AS PERMITTED BY CODE.
- 4. DEDICATED 20-AMP BRANCH CIRCUIT REQUIREMENTS**
DEDICATED 20-AMP BRANCH CIRCUITS SHALL BE PROVIDED AS REQUIRED BY CEC 210.11(C);
 1. A MINIMUM OF TWO 20-AMP SMALL APPLIANCE BRANCH CIRCUITS SHALL SERVE ALL KITCHEN, DINING, AND PANTRY RECEPTACLE OUTLETS.
 2. AT LEAST ONE 20-AMP BRANCH CIRCUIT SHALL SERVE LAUNDRY RECEPTACLE OUTLETS ONLY.
 3. AT LEAST ONE 120V, 20-AMP BRANCH CIRCUIT SHALL SERVE BATHROOM RECEPTACLE OUTLETS ONLY.
- 5. THE INSTALLATION OF SMOKE ALARMS AND SMOKE DETECTORS SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS: [CRC R314.3.3]**
 - (4) SMOKE ALARMS OR SMOKE DETECTORS SHALL BE INSTALLED A MINIMUM OF 20 FEET HORIZONTAL DISTANCE FROM A PERMANENTLY INSTALLED COOKING APPLIANCE.
EXCEPTION:
 - IONIZATION SMOKE ALARMS WITH AN ALARM SILENCING SWITCH OR PHOTOELECTRIC SMOKE ALARMS SHALL BE PERMITTED TO BE INSTALLED 10 FEET (3 M) OR GREATER FROM A PERMANENTLY INSTALLED COOKING APPLIANCE.
 - PHOTOELECTRIC SMOKE ALARMS SHALL BE PERMITTED TO BE INSTALLED GREATER THAN 6 FEET (1.8 M) FROM A PERMANENTLY INSTALLED COOKING APPLIANCE WHERE THE KITCHEN OR COOKING AREA AND ADJACENT SPACES HAVE NO CLEAR INTERIOR PARTITIONS AND THE 10 FT DISTANCES WOULD PROHIBIT THE PLACEMENT OF A SMOKE ALARM OR SMOKE DETECTOR REQUIRED BY OTHER SECTIONS OF THE CODE. SMOKE ALARMS LISTED FOR USE IN CLOSE PROXIMITY TO A PERMANENTLY INSTALLED COOKING APPLIANCE.
 6. SMOKE DETECTOR NOT LESS THAN 3 FEET HORIZONTALLY FROM THE DOOR OR OPENING OF A BATHROOM THAT CONTAINS A BATHTUB OR SHOWER UNLESS THIS WOULD PREVENT PLACEMENT OF A SMOKE ALARM REQUIRED BY THIS SECTION. [CRC R314.3(4)]
- 7. LUMINAIRES INSTALLED IN WET OR DAMP LOCATIONS SHALL BE INSTALLED SUCH THAT WATER CANNOT ENTER OR ACCUMULATE IN WIRING COMPARTMENTS, LAMP HOLDERS, OR OTHER ELECTRICAL PARTS.** ALL LUMINAIRES INSTALLED IN WET LOCATIONS SHALL BE MARKED, "SUITABLE FOR WET LOCATIONS." ALL LUMINAIRES INSTALLED IN DAMP LOCATIONS SHALL BE MARKED "SUITABLE FOR WET LOCATIONS" OR "SUITABLE FOR DAMP LOCATIONS."
 - (B) CORROSIVE LOCATIONS. LUMINAIRES INSTALLED IN CORROSIVE LOCATIONS SHALL BE OF A TYPE SUITABLE FOR SUCH LOCATIONS. [CEC 410.10]

ELECTRICAL LEGEND

- LIGHT FIXTURE
- ⊕ DUPLEX RECEPTACLE
- ⊕ GFCI DUPLEX RECEPTACLE
- ⊕ WP GFCI DUPLEX RECEPTACLE (WEATHERPROOF & GFCI-PROTECTED)
- ⊕ 240V RECEPTACLE
- ⊕ COMBINATION SMOKE/CARBON MONOXIDE ALARM
- ⊕ SMOKE ALARM (INTERCONNECTED W/ BATTERY BACKUP)
- ⊕ EXHAUST FAN
- ▬ ELECTRICAL PANEL
- S SINGLE-POLE SWITCH
- S3 3 WAY SWITCH
- SO OCCUPANCY SENSOR SWITCH
- Spc PHOTOCCELL SWITCH
- ▬ 4' X 1' FLUORESCENT LIGHT FIXTURE
- ▬ PUSH BUTTON SWITCH



CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

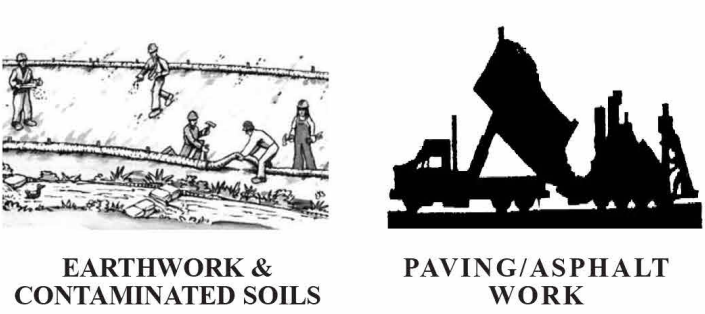
Construction Projects Are Required to Implement the Stormwater Best Management Practices (BMPs) on this Page, as they Apply to Your Project, All Year Long.



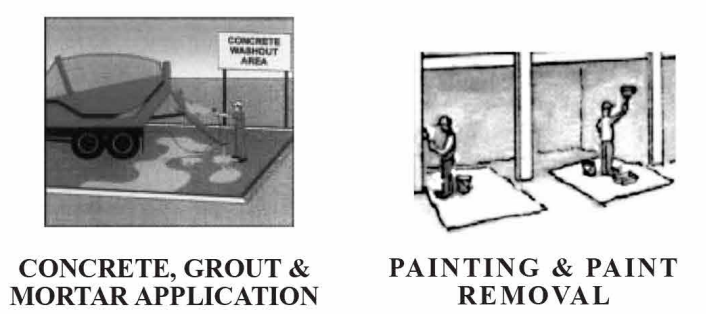
- MATERIALS & WASTE MANAGEMENT**
- Non-Hazardous Materials**
- Bern and securely cover stockpiles of sand, dirt, or other construction materials with tarps when rain is forecast or if stockpiles are not actively being used. For best results, this should be done at the end of the work day throughout construction when feasible.
 - Use (but don't overuse) reclaimed water for dust control.
- Hazardous Materials**
- Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
 - Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
 - Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
 - Arrange for appropriate disposal of all hazardous wastes.
- Construction Entrances and Perimeter**
- Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.
- Waste Management**
- The California Green Building Code requires all permitted residential and non-residential construction, demolition and additions/alterations projects to recycle or salvage a minimum 65% of nonhazardous construction materials from the project.
 - Cover waste disposal containers securely with tarps at the end of every work day and during wet weather.
 - Clean or replace portable toilets, and inspect them frequently for leaks and spills. Incorporate secondary containment and locate them away from storm drain inlets.
 - Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste (the Monterey Regional Waste Management District offers a Household Hazardous Waste Facility that accepts these items).



- EQUIPMENT MANAGEMENT & SPILL CONTROL**
- Maintenance and Parking**
- Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
 - Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
 - If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
 - If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rain water to run into gutters, streets, storm drains, or surface waters.
 - Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, steam cleaning equipment, etc.
 - Inlet protection is the last line of spill defense. Drains/inlets that receive storm water must be covered or otherwise protected from receiving sediment/dirt/mud, other debris, or illicit discharges, and include gutter controls and filtration where applicable in a manner not impeding traffic or safety.
- Spill Prevention and Control**
- Keep spill cleanup materials (rags, absorbents, etc.) available at the construction site at all times.
 - Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks until repairs are made.
 - Clean up spills or leaks immediately and dispose of cleanup materials properly (see the Monterey Regional Waste Management District's guidelines for accepting hazardous waste materials).
 - Do not hose down surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags).
 - Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
 - Clean up spills on dirt areas by digging up and properly disposing of contaminated soil (see the Monterey Regional Waste Management District's Contaminated Soil Acceptance Criteria).
 - Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill: Dial 911.



- EARTHWORK & CONTAMINATED SOILS**
- Erosion Control**
- Schedule grading and excavation work for dry weather only.
 - Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
 - Seed or plant vegetation for erosion control on slopes or where construction is not immediately planned.
- Sediment Control**
- Protect storm drain inlets, gutters, ditches, and drainage courses with appropriate BMPs, such as gravel bags, inlet filter, berms, etc.
 - Prevent sediment from migrating offsite by installing and maintaining sediment controls, such as filter rolls, silt fences, or sediment basins.
 - Keep excavated soil on the site where it will not collect into the street.
 - Transfer excavated materials to dump trucks on the site, not in the street.
 - If any of the following conditions are observed, test for contamination and contact the Monterey County Environmental Health Department, Regional Water Quality Control Board, and local municipal inspector:
 - Unusual soil conditions, discoloration, or odor
 - Abandoned underground tanks
 - Abandoned wells
 - Buried barrels, debris, or trash.



- CONCRETE, GROUT & MORTAR APPLICATION**
- Store concrete, grout and mortar under cover, on pallets and away from drainage areas. These materials must never reach a storm drain.
 - Wash out concrete equipment/trucks offsite or in a contained area, so there is no discharge into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.
 - Collect the wash water from washing exposed aggregate concrete and remove it for appropriate disposal offsite.
- Sawcutting & Asphalt/Concrete Removal**
- Completely cover or barricade storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.
 - Protect storm drain inlets, gutters, ditches, and drainage courses with appropriate BMPs, such as gravel bags, inlet filters, berms, etc.
 - Shovel, absorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner).
 - If sawcut slurry enters a catch basin, clean it up immediately.



- PAINTING & PAINT REMOVAL**
- Painting cleanup**
- Never clean brushes or rinse paint containers into a street, gutter, storm drain, or surface waters.
 - For water-based paints, paint out brushes to the extent possible. Rinse to the sanitary sewer once you have gained permission from the local wastewater treatment authority. Never pour paint down a drain.
 - For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of residue and unusable thinner/solvents as hazardous waste.
- Paint Removal**
- Chemical paint stripping residue and chips and dust from marine paints or paints containing lead or tributyltin must be disposed of as hazardous waste.
 - Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.



- DEWATERING**
- Effectively manage all run-on, all runoff within the site, and all runoff that discharges from the site.
 - Divert run-on water from offsite away from all disturbed areas or otherwise ensure protection of its water quality for compliance.
 - When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap, and/or disposal in sanitary sewer may be required.
 - In areas of known contamination, testing is required prior to reuse or discharge of groundwater. Consult with the Engineer and municipal staff to determine whether testing is required and how to interpret results. Contaminated groundwater must be treated or hauled off-site for proper disposal.

* Adapted with permission from the San Mateo Countywide Water Pollution Prevention Program

STORM DRAIN POLLUTERS MAY BE LIABLE FOR FINES OF UP TO \$10,000 PER DAY!



LAS MEJORES PRÁCTICAS DE CONSTRUCCIÓN

Los proyectos de construcción deben implementar las Mejores Prácticas de Construcción dadas en esta página, ya que son pertinentes a su proyecto todo el año.



- MANEJO DE MATERIALES Y RESIDUOS**
- Materiales no peligrosos**
- Haga un borde alrededor y cubra con lonas impermeables las pilas de arena, tierra u otros materiales de construcción cuando haya pronóstico de lluvia o si no se están usando activamente. Para mejor resultado, esto debería hacerse diariamente al final del día de trabajo durante toda la construcción cuando sea posible.
 - Use (pero no abuse) agua reclamada para controlar el polvo.
- Materiales peligrosos**
- Póngales etiqueta con nombre a todos los materiales y residuos peligrosos (como pesticidas, pintura, diluyentes, solvents, gasolina, aceite y anticongelante) de acuerdo con las reglamentaciones de la ciudad, del condado, del estado y federales.
 - Ponga los materiales y residuos peligrosos en contenedores que no pierdan, pongalos luego en contenedores secundarios apropiados y cubralos después de cada día de trabajo, o durante la temporada lluviosa, o cuando se haya pronosticado lluvia.
 - Al aplicar los materiales peligrosos, siga las instrucciones del fabricante y tenga cuidado de no usar más de lo necesario. No aplique productos químicos en el exterior cuando se haya pronosticado lluvia en las próximas 24 horas.
 - Asegúrese de deshacerse apropiadamente de todos los residuos peligrosos.
- Entradas y perímetros de los sitios de construcción**
- Establezca y mantenga control efectivo de los perímetros y establezca todas las entradas y salidas del sitio de construcción
- para controlar suficientemente la erosión y la descarga de sedimentos del sitio para que no salgan del sitio.
- Barra o aspire inmediatamente lo que haya pasado a la calle y controle la fuente de origen para prevenir que siga sucediendo. Nunca lave con manguera las calles para limpiar lo que haya sido acarreado o llevado del sitio de construcción.
- Gestión de residuos**
- El Código de Construcción Ecológica de California requiere que todos los proyectos permitidos de construcción, demolición y adiciones o alteraciones, residenciales o no residenciales, recien o salven un mínimo del 65% de los materiales de construcción no peligrosos del proyecto.
 - Cubra los contenedores de residuos de manera segura con lonas impermeables al término de cada día de trabajo y durante el tiempo de lluvias.
 - Limpie o reemplace los excusados portátiles e inspecciónelos con frecuencia para ver que no pierdan o se derramen. Incorpore contención secundaria y coloque lejas de los desagües de aguas pluviales.
 - Deshágase de los residuos líquidos de pintura, solventes, colas y líquidos de limpieza como materiales peligrosos (la compañía de Gestión de Residuos Monterey Regional Waste Management District, tiene una planta para residuos peligrosos del hogar que acepta estos artículos).



- MANEJO DEL EQUIPO Y CONTROL DE DERRAMES**
- Mantenimiento y estacionamiento**
- Designe un área especial, usando técnicas apropiadas de construcción, en toda la construcción, en todo momento, los materiales para limpiar derrames (trapos, absorbentes, etc.).
 - Realice las tareas mayores de mantenimiento, los trabajos de reparación y el lavado de vehículos y equipos fuera del sitio de construcción.
 - Si es necesario ponerle gasolina a un vehículo o hacer reparaciones en el sitio, trabaje en un área bordada, alejada de los desagües pluviales y sobre una bandeja de goteo de tamaño suficiente para contener los líquidos peligrosos que se derramen. Recicle o deshágase de los líquidos como materiales peligrosos.
 - Si es necesario lavar los vehículos o equipos en el sitio de construcción, límpielos solo con agua, en un área contenida que no permita que el agua de enjuague llegue a cunetas, calles, desagües de aguas pluviales o superficies acuosas (lagos, arroyos, etc.).
 - No lave vehículos o equipos en el sitio de construcción, usando jabones, solventes, desengrasadores, equipo de limpieza in seco, etc.
 - La protección del conducto de entrada es el último punto de defensa de derrames. Desagües/entradas que reciben aguas pluviales deben ser cubiertos o de otra manera protegidos contra sedimentos, tierra, barro u otras basuras, o contra descargas ilegítimas, y debe incluir el control de cañales y la filtración, donde sea pertinente, de manera que no obstruya el tránsito o la seguridad.
- Prevención y control de derrames**
- Mantenga a mano en el sitio de construcción, en todo momento, los materiales para limpiar derrames (trapos, absorbentes, etc.).
 - Inspeccione frecuentemente los vehículos y equipos para descubrir pérdidas de fluidos y repárelos inmediatamente. Use bandejas de goteo para recoger el líquido de la pérdida hasta que pueda hacer las reparaciones.
 - Limpie los derrames o pérdidas inmediatamente y deshágase apropiadamente de los materiales de limpieza (vea las guías del Monterey Regional Waste Management District para ver los materiales peligrosos aceptados como desperdicio).
 - No lave con manguera las superficies donde se hayan volcado líquidos. Use métodos en seco (materiales absorbentes, aserrín de cajas sanitarias para gatos, o trapos).
 - Barra inmediatamente los materiales secos que se hayan derramado. No trate de deshacerse de ellos usando agua, ni de enterrarlos.
 - Limpie los derrames en la tierra excavando la tierra contaminada y deshaciéndose correctamente de ella (vea las guías del Monterey Regional Waste Management District sobre el criterio para aceptar tierra contaminada).
 - Comuníquese inmediatamente cualquier derrame significativo. La ley obliga comunicar todos los derrames de materiales peligrosos, incluyendo el petróleo. Para comunicar un derrame: llame al 911.



- TRABAJO EN LA TIERRA Y SUELOS CONTAMINADOS**
- Control de erosión**
- Planee trabajo de nivelación y excavación sólo cuando no vaya a llover.
 - Establezca todos las áreas desnudas, instale y mantenga control de erosión provisorio (como tela de control de erosión o matriz de tejido pegado) hasta que se haya establecido la vegetación.
 - Plante semillas o plantas para control de erosión en superficies en declive o donde no se planea la construcción inmediata.
- Control de sedimento**
- Proteja las rejillas de los desagües de aguas pluviales, las cunetas, canales y cursos de drenaje, usando apropiadas técnicas de control de polución, como bolsas con grava, rollos de fibras, bordes, etc.
 - Prevenga que los sedimentos migren fuera del sitio instalando y manteniendo controles de sedimentos, como rollos de fibra, cerca de sedimentos o estacques de sedimentos.
 - Mantenga la tierra que se haya excavado en el sitio de construcción en un lugar donde no pueda ser acarreada a la calle.
 - Si se observan cualquiera de las siguientes condiciones, analice la tierra para descubrir contaminación y comuníquese con la Junta Regional de Control de Calidad del Agua y con el inspector municipal local:
 - Condiciones inusuales en la tierra, descoloramiento o olor.
 - Tanques enterrados abandonados.
 - Pozos de agua abandonados.
 - Barriles, basuras o residuos enterrados.



- TRABAJO CON PAVIMENTO/ASFALTO**
- Evite pavimentar o recubrir pavimento con materiales de lluvia, o cuando se haya pronosticado lluvia para antes que el nuevo pavimento haya tenido tiempo de secarse.
 - Cubra las rejillas de los desagües de aguas pluviales y las bocas de sumideros antes de aplicar la capa de sellado, capa ligante, capa de lechada (*slurry seal*), capa final fluida, etc.
 - Junte y recicle o deshágase apropiadamente del exceso de grava o arena abrasiva. NO las barra ni las empuje con agua a los desagües de aguas pluviales.
 - No use agua para lavar pavimento de concreto y asfalto fresco.
- Aplicación de concreto, lechada de cemento y argamasa**
- Guarde el concreto, la lechada de cemento y la argamasa cubiertos, en palets y alejados de las áreas de desagüe. Estos materiales nunca deben llegar a los desagües pluviales.
 - Al terminar de usar pinturas a base de agua, pinte lo más que pueda con la última pintura en el pincel. Enjuague los pinceles en un desagüe a las cloacas una vez que haya obtenido el permiso de las autoridades locales del sistema de tratamiento de aguas negras. Nunca eche pintura en un desagüe.
 - Usando pinturas a base de aceite, pinte lo más que pueda con la última pintura en el pincel y limpie el pincel con diluyente o solvente en un envase apropiado. Filtre y vuelva a usar los diluyentes y solventes. Deshágase del residuo y del diluyente/solvente como desechos peligrosos.
- Limpeza después de pintar**
- Nunca lave los pinceles ni enjuague los tarros de pintura en la calle, en las cunetas, desagües pluviales o superficies de aguas (arroyos, lagos, etc.).
 - Al terminar de usar pinturas a base de agua, pinte lo más que pueda con la última pintura en el pincel. Enjuague los pinceles en un desagüe a las cloacas una vez que haya obtenido el permiso de las autoridades locales del sistema de tratamiento de aguas negras. Nunca eche pintura en un desagüe.
 - Usando pinturas a base de aceite, pinte lo más que pueda con la última pintura en el pincel y limpie el pincel con diluyente o solvente en un envase apropiado. Filtre y vuelva a usar los diluyentes y solventes. Deshágase del residuo y del diluyente/solvente como desechos peligrosos.
- Removiendo pintura**
- Los residuos de productos químicos para remover pintura y los trozos y el polvo de pinturas marinas o de pinturas que contienen plomo o tributyltin, deben ser desechados como residuos peligrosos.
 - Los trozos de pintura y el polvo de productos no peligrosos y removidos en seco o con ráfagas de arena pueden ser barridos o juntados en tela de plástico y echados a la basura.



- EXTRACCIÓN DEL AGUA**
- Controle efectivamente toda el agua que corra al sitio, o dentro del sitio y la que corra hacia afuera originada en el sitio.
 - Desvíe toda el agua que venga hacia el sitio para que no llegue a las áreas disturbadas o de alguna otra manera asegúrese de proteger la calidad del agua para cumplir con las ordenanzas.
 - Al extraer el agua, notifique y obtenga el permiso de la municipalidad local antes de descargar agua en la cuneta de una calle o en un desagüe de aguas pluviales. Puede que se requiera filtración, o desvío a través de un depósito, tanque o entrampe de sedimento y/o puede ser requerida la descarga en un desagüe local.
 - En las áreas que se saben contaminadas, se requiere análisis antes de volver a usar o descargar el agua subterránea. Consulte con el ingeniero y el personal municipal para determinar si es necesario el análisis y cómo interpretar los resultados. El agua subterránea contaminada debe ser tratada o acarreada fuera del sitio para su eliminación apropiada.

* Adaptado con el permiso del Programa de Prevención de Polución del Agua del Condado de San Mateo



SCALE NOTE

WRITTEN DIMENSIONS SHALL GOVERN OVER SCALE. ALL PLANS MUST BE REVIEWED AND APPROVED BY THE APPROPRIATE CITY OR COUNTY AUTHORITIES.

YOSEMITE RESIDENCE

YOSEMITE RESIDENCE

1828 YOSEMITE ST
SEASIDE, CA 93955

06/26/2026

REVISIONS		
NO.	DESCRIPTION	DATE

OWNER
PETER MACIEL

DESIGNER
THOMAS RETTENWENDER
ECOLOGIC ARCHITECTS
P.O. BOX 6451,
CARMEL BY THE SEA, CA 93921
(831) 920 8333
THOMAS@ECOLOGICARC.COM

CONSTRUCTION BEST MANAGMENT PRACTICES

BMP



CITY OF SEASIDE STAFF REPORT

Item No.: 10.C.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Andrew Myrick, Housing & Planning Manager

DATE: September 17, 2026

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

RECOMMENDATION

Introduce the attached Ordinance for adoption at the next City Council meeting.

BACKGROUND

Electronic Display Message Signs - Background and Scope

Signs in the City of Seaside are regulated by Chapter 17.40 of the Municipal Code. This Chapter identifies the allowable type, locations, size, and other characteristics regarding allowable signs in the City of Seaside.

Among the provisions of this Chapter is Section 17.40.050.B. Section 17.40.050 includes a list of types of signs which are prohibited in all circumstances in the City of Seaside. Section 17.40.050.B prohibits signs which meet the following:

Animated signs, including electronic message display signs, and variable intensity, blinking, or flashing signs, or signs that emit a varying intensity of light or color, except time and temperature displays (which are not considered signs) and electronic message display signs for places of worship and public and private meeting facilities

The Zoning Ordinance does not include a definition of "Electronic Message Display Signs," although it does include a definition for "Electronic Reader Board Sign" (a term which does not appear in Chapter 17.40) as follows under the definition of "Sign" in Section 17.98.020.S:

Electronic Reader Board Sign.

A sign with a fixed or changing display composed of a series of lights, but not including time and temperature displays.

As noted above, electronic display message signs (as well as any other sign exhibiting the behaviors described) are prohibited in nearly all cases in all locations in the City.

There are only three exceptions where such signs may be considered:

- Time and Temperature Displays
- Electronic message display signs at *places of worship and public and private meeting facilities.*
- Gas pricing signs (although not specifically called out as an exception here, Section 17.40.040.B.7 identifies such signs as being exempt from the provisions of Chapter 17.40)

Section 17.98.020.M of the Seaside Zoning Ordinance defines Meeting Facility, Public or Private as follows:

Meeting Facility, Public or Private.

A facility for public or private meetings, including community centers, religious assembly facilities (e.g., churches, mosques, synagogues, etc.), civic and private auditoriums, grange halls, union halls, meeting halls for clubs and other membership organizations, etc. Also includes functionally related internal facilities such as kitchens, multi-purpose rooms, and storage. Does not include conference and meeting rooms accessory and incidental to another primary use that are typically used only by on-site employees and clients, and occupy less floor area on the site than the offices they support (see "Office"). Does not include: sports or other commercial entertainment facilities (see "Theater, Cinema or Performing Arts" and "Sports and Entertainment Assembly"); or convention centers (see "Conference/Convention Facility"). Related on-site facilities such as day care centers and schools are separately defined, and separately regulated by Section 17.10.030 (Permitted Land Uses and Planning Permit Requirements).

As a final point, in general, signs are permitted to be illuminated, provided that they comply with the provisions of Section 17.40.060.H. These standards are as follows:

Sign lighting. *Sign lighting shall be designed to minimize light and glare on surrounding rights-of-way and properties in compliance with Section 17.30.070 (Outdoor Lighting) and the following:*

- 1. External light sources shall be directed and shielded so they do not produce glare on*

any object other than the sign.

2. The light illuminating a sign shall not be of a brightness or intensity that will interfere with the reasonable enjoyment of residential properties.

3. Sign illumination shall not blink, flash, flutter, or change light brightness, color, or intensity, except for electronic message display signs per Section 17.40.080.I, Electronic Message Display Signs.

4. Colored lights shall not be used at a location or in a manner so as to be confused or construed as traffic control devices.

5. Neither the direct nor reflected light from primary light sources shall create hazards for pedestrians or operators of motor vehicles.

6. Reflective-type bulbs and incandescent lamps that exceed 15 watts shall not be used so as to expose the face of the bulb or lamp to a public right-of-way or adjacent property.

7. Light sources shall utilize hard-wired fluorescent or compact fluorescent lamps, or other lighting technology that is of equal or greater energy efficiency.

8. Permanently installed illuminated panels, visible tubing, and strings of lights outlining all or a portion of a structure, other than lighting that is primarily for indirectly illuminating architectural features, signs, or landscaping, shall be deemed "signs" subject to this chapter and shall be counted as part of the allowed sign area. Each line of tubing or lights shall be deemed to have a minimum width of at least six inches for the purpose of calculating area.

Some takeaways from this language includes:

1) **Under the current and proposed Ordinances, electronic message display signs are prohibited at all locations other than Public and Private Meeting Facilities.** They would continue to be prohibited for all other uses at all locations in the City. This Ordinance would not enable other users such as retail establishments to install such signs (except for time/temperature display signs and gas pricing signs).

2) Signs with changeable copy but which are not electronic and do not exhibit the behaviors described in Section 17.40.050.B are permitted. This means that "traditional" changeable copy such as the manually adjusted message boards used by religious assemblies do not fall under this prohibition and may be installed in accordance with the provisions of the Zoning Ordinance. **These signs are permitted to be illuminated provided that they do not employ the behaviors described in Section 17.40.050.B and meet the requirements of Section 17.40.060.H.**

3) Public or Private Meeting Facilities are allowed in any residential zone, but always require a Use Permit (Zoning Ordinance Section 17.12.030.C, Table 2-1). **This means that the establishment of any new Public or Private Meeting Facility would be subject to public notification and hearings.**

Proposed Ordinance

Existing law indicates that such signs must abide by the following operating standards:

- Signs must be located so that they do not interfere with visibility or functioning of traffic signals or signage;
- Signs must be at least 50 feet from the nearest residence;
- Animated messages shall be limited to fading and dissolving, with no other effect to give the appearance of movement;
- Signs shall not include any audio message;
- Message shall have a minimum hold time of 30 seconds;
- Signs shall not illuminate between 9:00 PM and 6:00 AM;
- Illumination shall direct light towards the ground and shall not include excessive illumination (as defined in detail in Section 17.40.080.I.7);
- Signs shall employ light detectors so that they automatically dim after dusk and before dawn.

This item is being brought forward due to language in Section 17.40.080.I.1 which provides that electronic signs must be located on an arterial or collector street.

Currently, electronic display message signs are prohibited on local streets, which include the majority of residential streets in the City. Staff has received inquiries from a church located on a local street regarding the possibility of replacing an existing internally illuminated message board with an electronic message board.

This Item was considered by the Planning Commission on May 13, 2026. The Planning Commission ultimately was supportive of allowing the placement of such signs on local streets. The Planning Commission voted to recommend that the City Council approve the Ordinance allowing such signs as they are allowed on other street types in the City, subject to the requirement that these signs would be subject to the Minor Use Permit process (which would include public notification) unless the sign was a replacement of an existing illuminated sign.

This Item was then considered by the City Council on June 4, 2026. Extensive public comment was received, both in favor of the Ordinance as well as opposed. Those in favor pointed to the challenges associated with changing sign copy by hand, especially in inclement weather, and also asserted that several churches had already placed signs with no apparent ill effects. Those opposed brought up a number of concerns relating to the quality of life for those in proximity to the signs. After hearing the public comment, the City Council referred the item back to the Planning Commission for comment regarding matters related to sign size, color, and hours of operation.

The Item was heard by the Planning Commission on July 22, 2026. At that hearing, extensive public comment in opposition to the installation of electronic message display signs on local streets was received, with the primary objection being that illuminated signs are inappropriate in residential neighborhoods. The Planning Commission

reviewed the items pertaining to sign size, color, and hours of operation. In addition, the Planning Commission requested information regarding the technologies which could be utilized for these signs, as well as the potential locations of these signs within the City. The Planning Commission continued the Item to August 26, 2026 to allow staff to respond to the additional inquiries.

The Item was heard again by the Planning Commission on August 26, 2026. At this meeting, further discussion was held and additional concerns by the public were presented. Information related to potential technologies as well as the locations of Public or Private Meeting Facilities on local streets. After hearing the information presented by staff and the public, the Planning Commission voted to recommend that the City Council approve the Ordinance with several modifications.

Sign Size

Under the current Ordinance, electronic display message signs are allowed to be up to 8 feet in height; this may be increased up to 14 feet with a Minor Use Permit. Staff believes that this is unnecessary on local streets. Local streets generally have a speed limit of 25 miles per hour. While signs on roads where higher speeds are allowed may need to be larger in order to be readable (since traffic is moving faster, letters need to be larger so they can be read from farther away in order to provide sufficient time to communicate the message), on local streets smaller lettering would be sufficient.

The proposed Ordinance would match maximum sign heights on local residential streets to those for other signs in residential districts (6 feet for freestanding signs). Maximum sign area for the screen would be limited to 18 square feet, reduced from the 24 square feet allowed in other locations.

Sign Color

Several members of the public brought up potential issues related to the color(s) shown on the sign screen. The concept has been presented as signs allowing text - however, this does not preclude the use of designs or even of installing screens capable of displaying graphics.

Some factors to consider regarding different colors:

- Reds, greens, and yellows generally are colors used by traffic lights. The existing Ordinance includes language which limits the use of electronic display message signs when the signs could interfere with the operation of traffic signals or signage. Thus far, existing signs have made use of red lettering with no obvious negative effects. Further, traffic signals are rare on local streets, reducing the potential for interference or confusion.
- Blues and whites are unlikely to be confused with traffic signals. However, they also

are closer to the natural daylight spectrum, which arguably could be more disruptive to sleep than other colors.

- Staff used Artificial Intelligence (AI) to conduct a review of the Ordinances of other California jurisdictions to see if other jurisdictions have passed Ordinances limiting the colors to a specific palette. None were found, although it was discovered that at least one jurisdiction outside of the state (Tyler, TX) limits the displays to amber lighting only when an institutional use is facing a residence (Section 10-415.a.15(a)).
- Another possibility would be to limit signs to be monochromatic (only one color, although the color itself would be up to the applicant). Again, staff used AI to see if there are any other jurisdictions in California with such a requirement and, again, no Ordinances with such a requirement were found.
- Limiting the signs to a single color would effectively prohibit the use of color graphics on screens capable of displaying graphics (such as a PowerPoint slide), as most graphics make use of multiple colors.

Staff is providing this information for the Council's consideration. The Ordinance as presented has not been modified to reflect any of these changes.

Hours of Operation

Concerns were brought up that the allowable hours of operation (6:00 AM to 9:00 PM) might not be appropriate for residential neighborhoods. In particular, the concern was that the 9:00 PM end time might be too late and would be disruptive to residents' sleep.

Staff used AI to search for time restrictions in other jurisdictions. Four examples were found, in Alpine County and the Cities of Monrovia, Ceres, and National City. None of the examples were perfect parallels - for example, the hours may not apply to residential areas, or may only apply to certain uses. However, for the individual circumstances of each jurisdiction, the prohibited hours were 8:00 PM to 7:00 AM in Alpine County, 10:00 PM to 6:00 AM in Monrovia and Ceres, and 10:00 PM to 7:00 AM in National City.

Staff also explored the possibility of using a "dusk to dawn" requirement. Staff does not recommend this approach for two reasons. First, during the winter it is dark by 5:00 PM, which is a time when most people are still pursuing daily activities even though it is dark outside and would be a prime time to display the messages to capture the evening commute. Second, it is unclear when dusk or dawn actually begin, which makes enforcement challenging. Staff also considered a hybrid model (ie dusk to dawn in the summer with specified hours in the winter), but the resulting rules would be challenging to enforce due to their complexity.

At the August 26, 2026 Planning Commission hearing, the Planning Commission voted to recommend that the hours of operation on local streets be limited to 7:00 am to 8:00 pm. The Ordinance language reflects that recommendation.

Types of Signs

Changeable copy signs can generally be divided into three categories:

- LED displays, which come in a variety of types but are essentially screens with pixels that can display text, graphics, photographs, videos, and animation, where the pixels are backlit by an LED light;
- Other sources of electronic illumination, such as fiber, plasma, OLED, etc; and
- Mechanical/flippable lettering where the content is not displayed electronically but instead is printed on surfaces that physically move, most commonly through a flipping rolodex-type mechanism.

The third type of changeable-copy signs (mechanical signs where the content is not displayed electronically) are not considered to be electronic message display signs, and thus are not subject to the restrictions for electronic message display signs (including the prohibition in 17.40.050.B), whether or not they are illuminated.

With regards to other technologies, there are differences between the various technologies with regards to typical installations and clarity. However, all can be adjusted to function adequately as messaging boards. The Ordinance as drafted is focused on performance standards such as brightness, and it is possible for signs using many of these technologies to achieve compliance. Therefore staff has not made any modifications to the Ordinance based upon this topic.

Sign Locations

Staff has reviewed the locations of existing Public or Private Meeting Facilities. A total of 29 locations have been identified in the original City "core" (defined roughly by all properties south of Military Avenue and west of General Jim Moore Boulevard), a list of which is provided as Attachment 2. Of these, 19 have at least one frontage on a local street. However, only seven have frontages solely on local streets. To minimize the potential impacts of electronic display message signs to local streets, the Ordinance has been modified to stipulate that whenever a facility proposes an electronic display message sign, it must be located on a street other than a local street if one exists, thus providing for a maximum of seven locations throughout the City which would be effected by this Ordinance.

In addition, at its August 26, 2026 hearing, the Planning Commission indicated that it felt that electronic message display signs should be prohibited on one-way streets and alleys. The proposed Ordinance reflects this change.

Miscellaneous

At its August 26, 2026 hearing, the Planning Commission indicated that it preferred a

different name for the signs besides "electronic display message sign." In addition, the term "electronic display message sign" is undefined in the current Ordinance.

Accordingly, staff has proposed to rename the sign to "Electronic Changeable Copy Signs" and has added a definition to the Ordinance.

At the same hearing, the Planning Commission also indicated that it wished to clarify that signs that were exhibiting prohibited behavior, such as flashing, due to a technical issue should also be prohibited. The proposed Ordinance clarifies that flashing and other animations are prohibited whether they are generated by design or malfunction.

FISCAL IMPACT

There is no fiscal impact associated with this Item.

STRATEGIC PRIORITY

Community Safety & Quality of Life

ATTACHMENTS

1. CC Ordinance Electronic Signs 2026-09-17
2. Attachment 2 CC - List of Public or Private Meeting Facilities

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE TO AMEND CHAPTER 17.40 OF THE SEASIDE MUNICIPAL CODE TO ALLOW ELECTRONIC MESSAGE DISPLAY SIGNS FOR PLACES OF WORSHIP AND PUBLIC AND PRIVATE MEETING FACILITIES ON LOCAL STREETS

WHEREAS, on November 17, 2017, the City Council passed and adopted Ordinance No. 1045 to set forth requirements for the installation of electronic message display signs at Public or Private Meeting Facilities; and

WHEREAS, when initially adopted, the Ordinance prohibited the installation of electronic message display signs on local streets; and

WHEREAS, on May 13, 2026, the Planning Commission met and discussed the potential for a modification to the Zoning Ordinance to provide the criteria under which electronic message display signs could be installed on local streets in residential zones, and recommended adoption of the proposed Ordinance; and

WHEREAS, on June 4, 2026, the City Council considered the proposed Ordinance and referred the matter back to the Planning Commission to consider potential impacts related to sign size, color, and hours of operation; and

WHEREAS, on July 22, 2026 and August 26, 2026, the Planning Commission again met and discussed the potential for a modifications to the Zoning Ordinance; and

WHEREAS, on August 26, 2026, the Planning Commission of the City of Seaside recommended that the City Council adopt the proposed Ordinance, subject to modifications which have been incorporated herein; and

WHEREAS, the proposed Zoning Ordinance Amendment is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

NOW, THEREFORE, The City Council of the City of Seaside does hereby ordain as follows:

SECTION 1. The City Council hereby finds and determines the foregoing recitals, which are incorporated herein by reference, are true and correct.

SECTION 2. The Seaside Municipal Code is hereby amended with underlines showing the additions to the language and strikeout deletions of language as provided in Exhibit A.

SECTION 3. If any provision, section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 4. This Ordinance shall become effective thirty days following adoption of its second reading.

INTRODUCED at a regular meeting of the City Council of the City of Seaside, State of California, held on the 17th day of September 2026

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, held on the ____th day of _____ 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

Attach:

Exhibit "A" – Zoning Ordinance Amendment Text

Exhibit "A"
Zoning Ordinance Amendment Text

17.40.050 Prohibited Signs

All signs not expressly allowed by this chapter shall be prohibited. Examples of prohibited signs include the following:

B. Animated signs, including ~~E~~electronic ~~message display~~Changeable Copy ~~s~~Signs, and variable intensity signs, blinking, or flashing signs, or signs that emit a varying intensity of light or color (whether by design or malfunction), except time and temperature displays (which are not considered signs) and ~~e~~Electronic ~~message display~~ Changeable Copy ~~s~~Signs for places of worship and ~~P~~public ~~and/or~~ ~~p~~Private ~~m~~Meeting ~~f~~Facilities;

17.40.070 Zoning District Sign Standards

Each sign shall comply with the sign area, height, number, type, and other restrictions provided by this section, except as otherwise expressly provided in Section [17.40.080](#) (Standards for Specific Sign Types).

A. Residential zones. Each sign in a residential zone shall comply with the following requirements:

TABLE 3-15 – SIGN STANDARDS FOR RESIDENTIAL ZONES

Allowed Sign Types	Maximum Sign Height	Maximum Number of Signs Allowed per Parcel	Maximum Sign Area Allowed per Parcel
Nonresidential Use			
Wall or freestanding	Wall signs: below edge of roof no higher than 12 ft above grade Freestanding: 6 ft (See Figure 3-17 for sign height measurement)	1 of either allowed sign type	32 sf
<u>Electronic Changeable Copy Signs for Public or Private Meeting Facility (Local Streets)</u>	<u>Same as above</u>	<u>1 per parcel (may be double-sided with a maximum cabinet depth of 24 inches)</u>	<u>40 sf per side with a maximum digital screen area of 18 sf (maximum of two sides)</u>

Electronic message display Changeable Copy sSigns for private and public Public or Private mMeeting Facility (Non-Local Streets)	<u>Same as above for wall signs.</u> <u>UFor freestanding signs, up to 8 ft permitted; minor use permit for signs up to 14 ft</u>	1 per parcel (may be double-sided with a maximum cabinet depth of 24 inches)	40 sf per side with a maximum digital screen area of 24 sf (maximum of 2 sides)
--	--	--	---

17.40.080 Standards for specific sign types

I. Electronic ~~message display~~changeable copy signs. The following standards apply to ~~E~~electronic ~~message display~~Changeable Copy sSigns where allowed by Section [17.40.070](#) (Zoning District Sign Standards) (see Tables 3-15 and 3-16):

1. Definition. An Electronic Changeable Copy Sign (ECCS) shall be defined for the purposes of this Chapter as any sign with a fixed or changing display composed of a series of lights or pixels.

2. Location.

a. Signs shall be located ~~on a either an arterial roadway or collector street~~ in a manner that the Zoning Administrator determines will not adversely interfere with the visibility or functioning of traffic signals or traffic signage, taking into consideration physical elements of the sign and surrounding area, such as information analyzing physical obstruction issues, line of sight issues, brightness issues, and visual obstruction or impairment issues.

~~No electronic changeable message sign shall be permitted on a local street.~~

b. Signs must be 50 feet or more from the nearest residence on the same street as the sign. For purposes of this Subsection I, distances shall be measured from the sign to the nearest residential building (excluding non-habitable accessory structures) using a line-of-sight analysis.

c. No Electronic Changeable Copy Sign shall be displayed on a one-way street or alley.

d. If a parcel or facility is located such that it has frontages on one or more local streets and also has at least one frontage on a street that is not a local street or alley, any Electronic Changeable Copy Sign must be located such that it is located closer to a property line fronting a non-local street than to any property line fronting on a local street or alley.

32. Sign area measurement. The area of an ~~e~~Electronic ~~message display~~Changeable Copy ~~s~~Sign does not count toward area limits for other signs in Section [17.40.070](#).

43. Animation. Animated messages shall be limited to fading and dissolving, with no other effect (whether by design or malfunction) to give the appearance of movement.

54. Audio. No sign shall include any audio message.

65. Duration. Signs messages shall have a minimum hold time of 30 seconds.

76. Timing. The sign will not illuminate from the message display area between 9:00 p.m. and 6:00 a.m. except that this time period shall be from 8:00 p.m. to 7:00 a.m. if located on a local street (as designated by the then-current General Plan) and is within 100 feet of a residence.

87. Illumination. Electronic ~~e~~Changeable ~~message~~Copy ~~s~~Signs may be illuminated with continuous internal LED lighting. No sign shall be illuminated so that the primary source of the light is visible beyond the property line or in any way will cause excessive glare or brightness in excess of 0.3 foot candles. The Zoning Administrator reserves the right to require and/or complete a post-installation inspection of the sign illumination. If, as a result of this inspection, it is determined that the illumination is so bright as to adversely impact adjacent properties and uses, the Zoning Administrator may require shielding or a reduction and/or adjustment in the intensity of the sign illumination, so that it is in keeping with the general level of illumination of the surrounding properties. Such intensity restriction may vary by time of day and ambient light conditions. Illuminated signs located adjacent to any residential area shall be shielded to direct light downward and away from adjacent properties such that there is no spillover light and shall be controlled by a rheostat or functional equivalent to avoid excessive glare to residential properties.

98. Light detector. No permit for such sign shall be issued unless the sign is installed with an automatic or a scheduled dimming time by which the sign's light intensity will reduce when ambient light conditions darken. Such dimming feature shall reduce the light intensity from the sign from dusk to dawn to a level that does not impair the visibility on any adjacent roadway, or be directed onto a residential property.

10. Permits Required. In addition to any required Building Permits or other applicable permits, Electronic Changeable Copy Signs shall be subject to the following permit processes:

a. An Electronic Changeable Copy Sign located on a local street (as designated by the then-current General Plan) or alley may be considered subject to approval of a Sign Permit, provided that the Electronic Changeable Copy Sign replaces an existing internally illuminated sign legally established prior to July 1, 2026, occupies the same location as the existing sign, and is no larger than the existing sign.

b. An Electronic Changeable Copy Sign located on a street other than a local street may be allowed with a Sign Permit.

c. All other Electronic Changeable Copy Signs shall require approval of a Minor Use Permit.

Organization	Address	Address Road Type	Corner W/Local?	Other Corner?
Bethel Missionary Baptist Church	390 Elm Ave	Local	Yes	No
<i>Breaking Bread Ministry</i>	1760 Fremont Blvd	Mixed Use Boulevard	Yes	No
<i>Carpenter's House</i>	1309 Broadway Ave	Neighborhood Arterial	Yes	Yes
<i>Christian Memorial Church of God in Christ</i>	520 Sonoma Ave	Collector	Yes	No
<i>Church of Christ</i>	1310 Broadway Ave	Neighborhood Arterial	Yes	Yes
Church of Jesus Christ of Latter-day Saints	1024 Noche Buena St	Collector	No	Yes
Covenant Presbyterian Church	1949 Waring St	Local	No	No
<i>Emmanuel Church of God in Christ</i>	1450 Sonoma Ave	Collector	Yes	No
Faith Lutheran Church	1460 Hilby Ave	Collector	No	No
<i>Friendship Baptist Church</i>	1440 Broadway Ave	Neighborhood Arterial	Yes	No
Greater Victory Temple	1620 Broadway Ave	Neighborhood Arterial	No	Yes
<i>Hays CME Church</i>	625 Elm Ave	Local	No	Yes
Hope Presbyterian Church	1460 Hilby Ave Suite B	Collector	No	No
Islamic Society of Monterey County	405 Elm Ave	Local	Yes	No
<i>La Iglesia de San Pablo</i>	1092 Noche Buena St	Collector	Yes	Yes
<i>Lighthouse Baptist Church</i>	1030 Hilby Ave	Collector	Yes	No
Lighthouse Full Gospel Church	1153 Hamilton Ave	Local	No	No
Monterey Bay Christian Center	1184 Hilby Ave	Collector	No	No
Monterey Korean Baptist Church	601 Sonoma Ave	Collector	No	Yes
Monterey Peninsula Buddhist Temple	1155 Noche Buena St	Collector	No	Yes
Monterey Peninsula Ramayan Bhajan Mandali	1182 Waring St	Local	No	No
<i>New Hope Baptist Church</i>	1304 Sonoma Ave	Collector	Yes	Yes
Ocean View Baptist Church	1200 Amador Ave	Local	Yes	No
Salvation Army	1491 Contra Costa St	Local	Yes	No
<i>Seaside Community Church</i>	986 Hilby Ave	Collector	Yes	No
Seaside Community Seventh-day Adventist Church	1600 Broadway Ave	Neighborhood Arterial	No	Yes
Seaside Hilltop United Methodist Church	1340 Hilby Ave	Collector	No	Yes
<i>St. Francis Xavier Catholic Church</i>	1475 La Salle Ave	Collector	Yes	No
St. Seraphim Orthodox Church	Laguna Grande Park / Canyon Del Rey Blvd	Regional Arterial	No	No

Bold = Local street frontage(s) only

Italic = Local street frontage(s) in addition to other street type frontages

Plain Text = No local street frontages



CITY OF SEASIDE STAFF REPORT

Item No.: 11.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Patrick Grogan, Associate Engineer
Thomas Korman, Public Works Director/City Engineer

DATE: September 17, 2026

**SUBJECT: RECEIVE A PRESENTATION ON THE SAN PABLO PEDESTRIAN
BRIDGE TYPE SELECTION REPORT AND APPROVE THE
CONCEPT DESIGN FOR THE PROJECT**

RECOMMENDATION

Approve the design of the "Connector" bridge superstructure with timber decking, "galvanized & paint" coating option, with new CIDH foundation.

BACKGROUND

The San Pablo Pedestrian Bridge, spanning San Pablo Avenue and connecting Lincoln-Cunningham Park with Manzanita-Stuart Park, was assessed by a structural engineer in December 2022. Significant structural problems were observed, it was concluded that the bridge had exceeded its useful life, and required replacement due to safety issues. The entrances to the bridge have been barricaded, and detour signs posted since the assessment was performed in December 2022. The San Pablo Pedestrian Bridge Replacement project is included in the fiscal year 2026/27 budget and capital program. The project was intended to have a registered Structural Engineer design the demolition of the bridge and existing abutments, as well as design the replacement pedestrian bridge, and provide construction services during the project. At the December 12, 2023 regular city council meeting, council approved a contract with Whitson Engineers for the design of the demolition of the existing bridge structure, and the design of the replacement bridge foundations, abutments, structure, and ADA compliant approach pathways. Work on the design of the replacement bridge has progressed to the Type Selection Report (attachment 1), which details the feasibility of the bridge replacement and details options to move forward with the design.

The Type Selection Report summarizes the work performed on the bridge assessment, the existing facilities, the scope of work for the bridge replacement, and presents several options to continue the design of a steel truss bridge in place of the existing glulam beam and wood structure. The report details two bridge structure options. The "Connector" model is a steel truss bridge with a similar profile to the existing bridge. The "Keystone" model is a steel truss bridge with an arched steel structure. These costs estimates are for the prefabricated bridge structure, and do not include foundations, abutments, ADA compliant approach pathways, or other features. The bridges are provided at the previously mentioned cost estimates in weathering steel. Weathering steel is chemically formulated to produce an oxidation layer that protects the steel from deeper corrosion, and does not require painting. Weathering steel is typically red or reddish orange in color. Other coating options are 2-Coat Coastal paint, galvanized steel, and painted galvanized steel. The costs for the various coating options are shown in the table below.

Initial Cost (weathering steel)		Additives		
Bridge Model	Price Estimate	2-Coat Coastal Paint	Galvanized Steel	Galvanized and Painted
Connector	\$218,900	\$64,100	\$74,200	\$114,900
Keystone	\$245,200	\$77,750	\$113,500	\$163,400

Factors considered for the bridge model include price and aesthetics. Either bridge product can be designed to meet the requirements of the pedestrian over crossing, and have minimal differences to the abutments and foundations. The base product is provided in weathering steel, or can also be constructed in galvanized steel. Both materials are also provided with paint options. Factors to consider for the coating options are cost, aesthetics, maintenance requirements, and repair options. Weathering steel and galvanized steel are "bare" materials. Repairs to these materials or the removal of graffiti may result in visible repair areas of differing coloration. The "bare" material options may require less maintenance over time than the coated options. Both materials may also be coated. Repair areas or areas of graffiti removal may be less obvious, and easier to blend into the surrounding painted area. The coated options have an increased initial cost, and may require reoccurring maintenance or coating on a 10 year to 20 year cycle; however, increased maintenance of the coatings may help prevent future structural corrosion.

Staff reviewed the model and coating options with the contracted consultants. Staff recommend proceeding with the design of the "connector" model in the galvanized and painted option, for a total estimated structure cost of \$333,800. The connector model most closely matches the profile of the existing bridge, and the painted galvanized steel option provides the best corrosion resistance, and the ability to maintain the bridge aesthetic when performing graffiti repair.

FISCAL IMPACT

There is no fiscal impact associated with this action. A design contract with Whitson Engineers was previously approved by Council at the December 21st, 2023 regular council meeting. All work associated with this action is being performed under this existing contract.

STRATEGIC PRIORITY

Enhanced Physical Infrastructure & Abundant Water Supply

ATTACHMENTS

1. Type Selection Report

Reviewed for Submission to the City Council by:

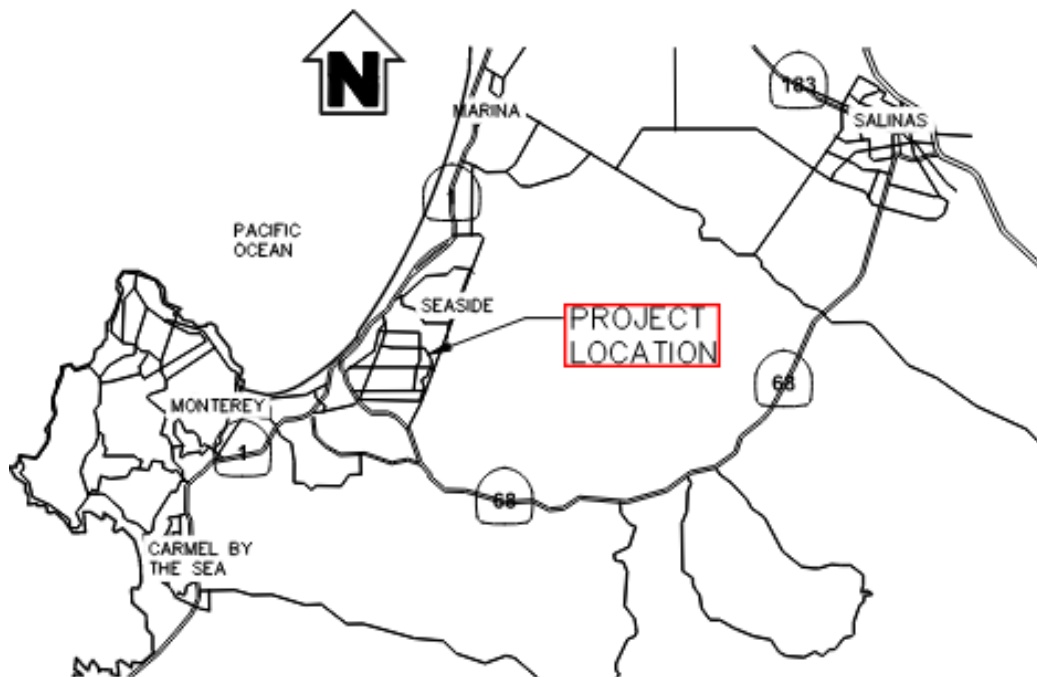


Greg McDanel, City Manager

Type Selection Report

Cunningham Park Pedestrian Overcrossing

BRIDGE #44C0104



Prepared For:

**City of Seaside
Public Works Engineering**

Prepared By:



September 2026

Prepared by:



Gavin L. Keating, Project Engineer

Submitted by



Scott McCauley, Project Manager
Conсор North America, Inc.

9/11/2026

Date

(916) 461-9069

Telephone

Approved by



Patrick Grogan
City of Seaside
Associate Civil Engineer

9/11/2026

Date

TABLE OF CONTENTS

1. INTRODUCTION	1
2. EXISTING FACILITY.....	2
3. SCOPE OF WORK – BRIDGE REPLACEMENT	3
PREFERRED ALTERNATIVE	3
NON-CONSIDERED ALTERNATIVES.....	3
REJECTED ALTERNATIVES.....	4
4. DESIGN AND CONSTRUCTION DATA	4
PROJECT VERTICAL DATUM.....	4
BRIDGE DESIGN CRITERIA.....	4
VERTICAL CLEARANCES	4
ALIGNMENT.....	5
BRIDGE LIVE LOADING	5
PATHWAY CROSS SECTION	6
BRIDGE WIDTH	6
BRIDGE LENGTH	6
TRAFFIC CONTROL/DETOUR	6
CONTRACTOR ACCESS.....	7
RIGHT-OF-WAY.....	7
AESTHETIC REQUIREMENTS.....	7
BRIDGE AND APPROACH RAILING	8
DRAINAGE.....	9
UTILITIES.....	9
ENVIRONMENTAL/PERMITS	9
GEOTECHNICAL/FOUNDATIONS	9
SEISMIC	10
FALSEWORK.....	10
TEMPERATURE	10
DECK PROTECTION.....	11
CORROSION.....	11
SLOPE PROTECTION.....	11
5. STRUCTURE ALTERNATIVES.....	12
BRIDGE REPLACEMENT ALTERNATIVES	12
SUPERSTRUCTURE OPTIONS.....	15
6. CONSTRUCTION COSTS	16
7. CONCLUSIONS AND RECOMMENDATIONS	17
ATTACHMENTS	
ATTACHMENT A - LOCATION MAP	
ATTACHMENT B - GENERAL PLAN DRAWINGS	
ATTACHMENT C - CONSTRUCTION COST ESTIMATE	
ATTACHMENT D - PRELIMINARY FOUNDATION REPORT	
ATTACHMENT E - ABUTMENT FEASIBILITY MEMO	

REVISIONS

No.	Description
0	Original Draft Type Selection Report Submitted July 2024
1	Updated Type Selection Report Submitted September 2026

1. INTRODUCTION

The City of Seaside, Department of Public Works is proposing to replace the existing Cunningham Park Pedestrian Overcrossing over San Pablo Avenue (Br. No. 44C0104), located in the City of Seaside, CA.

The existing single span timber glulam bridge serves as a pedestrian overcrossing between Stuart and Lincoln Cunningham parks over San Pablo Avenue. The City of Seaside, however, has closed the bridge to pedestrian access due to concerns about the superstructure condition.

Following a bridge inspection, completed on December 21, 2022, the bridge was classified as in “imminent failure condition” and it was recommended to keep the bridge closed to pedestrian access until corrective action is taken. The closure of the bridge impacts pedestrian and bicycle traffic along the park pathways.

The purpose of this project is to facilitate safe pedestrian and bicycle access between Lincoln Cunningham Park and Stuart Park by replacing the existing bridge with a new prefabricated steel truss bridge that meets current safety standards.



Existing Bridge

2. EXISTING FACILITY

The existing timber glulam pedestrian bridge was constructed in 1960 and has been facilitating pedestrian and bicycle access between Stuart Park and Lincoln Cunningham Park, spanning over San Pablo Avenue that carries an Average Daily Traffic (ADT) of 3495 (Bridge Inspection Report, 2020). The south part of Lincoln Cunningham Park is linked to International School of Monterey, which is an elementary school (K-8), making the pedestrian bridge that connects two heavily populated residential areas an important travel route for students and parents.

The bridge is single span with a length of 88'-6", with two side mounted glulam timber girders and timber plank deck supported by reinforced concrete abutments. Asphalt concrete pathways provide access to the structure.

As a pedestrian bridge structure that does not carry vehicle traffic on a public road, the bridge is not part of the National Bridge Inventory System and does not receive a routine inspection from Caltrans. A Bridge Inspection Report dating June 2020 is available, however, only the dimensions of the bridge are provided along with confirmation that Caltrans is not responsible for Cunningham Park Bridge inspections.



Existing Bridge Closure

3. SCOPE OF WORK – BRIDGE REPLACEMENT

Following a bridge inspection, completed on December 21, 2022, work recommendations required a Timber Glulam Beam retrofit or bridge replacement due to significant inherent defects in the main structural member. Cracks and splits have developed along the bolt line of both glulam beams, at some locations extending through the entire beam. This poses a risk of continued failure, without redundancy in the structure. Due to the noted defects, the structure was noted to be in “imminent failure condition.”

Preferred Alternative

The existing 88'-6" Timber Glulam Beam bridge would be replaced with a new 98'-6" single span prefabricated steel truss bridge with a clear width of 8 feet. The height of the rails would be a minimum of 4 feet from the top of deck. It would be placed on the existing alignment and would have a slightly higher profile. The existing abutments would remain in place and new abutments on 24" Cast-In-Drilled-Hole (CIDH) piles would be placed behind the existing. The proposed construction sequence is single staged construction that would require minimal road closures and detours overnight.



Example Prefabricated Truss Bridge

Non-Considered Alternatives

Other alternatives not considered for this report also include superstructure replacement using the existing foundation or retrofitting the existing foundation as expanded upon in the Structures Alternatives section.

Rejected Alternatives

Repair of Superstructure

Repair of the Existing Bridge was initially estimated to cost around \$340,000 and required additional bridge investigations to determine the extent of the damage and proper repairs. Due to limited extension of service life and risks associated with unknowns on the existing bridge, the repair alternative was ruled out.

4. DESIGN AND CONSTRUCTION DATA

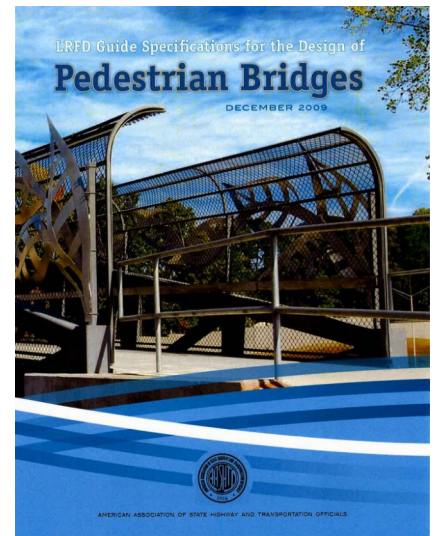
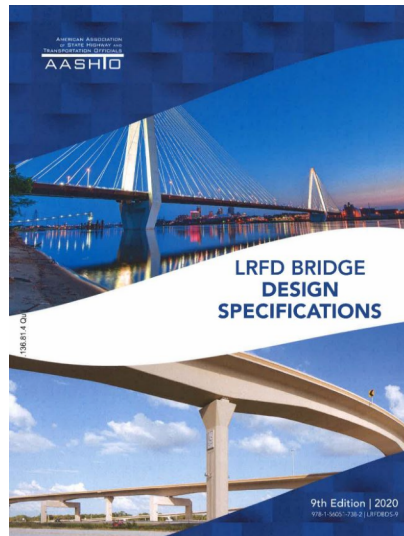
Project Vertical Datum

The City of Seaside uses NAVD 88 datum to reference elevations in the plans and supporting files.

Bridge Design Criteria

All alternatives must meet the following criteria:

- **Bridge Design**
Final bridge design will be performed in accordance with **"AASHTO LRFD Bridge Design Specifications, 8th Edition, with the Caltrans Amendments preface dated April 2019"** and **"LRFD Guide Specifications for the Design of Pedestrian Bridges dated December 2009 with 2015 Interim Revisions"**.
- **Seismic Design**
Seismic design will be performed in accordance with the Caltrans **"Seismic Design Criteria Version 2.1 January 2025"** and the latest information available from Caltrans Earthquake Research.



Vertical Clearances

The pathway profile at the bridge location will be controlled by the minimum required clearances below and above the bridge. A minimum of 16-foot clearance is required between San Pablo Ave and the bottom chord of the pedestrian bridge. The proposed bridge will meet this clearance requirement.

The vertical clearance above the bridge is controlled by two layers of overhead powerlines that cross on the southwest side of the bridge. The bottom layer of powerlines, which are return common neutral lines, are approximately elevation 267.9' and top layer of powerlines carrying 21kV are elevation 278.2'. California Code of Regulations (Title 24, Part 3, Section 3-710-85(a))

requires a minimum vertical clearance of 17 feet between the bridge deck and powerlines carrying under 20kV and 25 feet for powerlines carrying over 20kV above areas accessible to pedestrians only. The proposed bridge will meet these requirements.

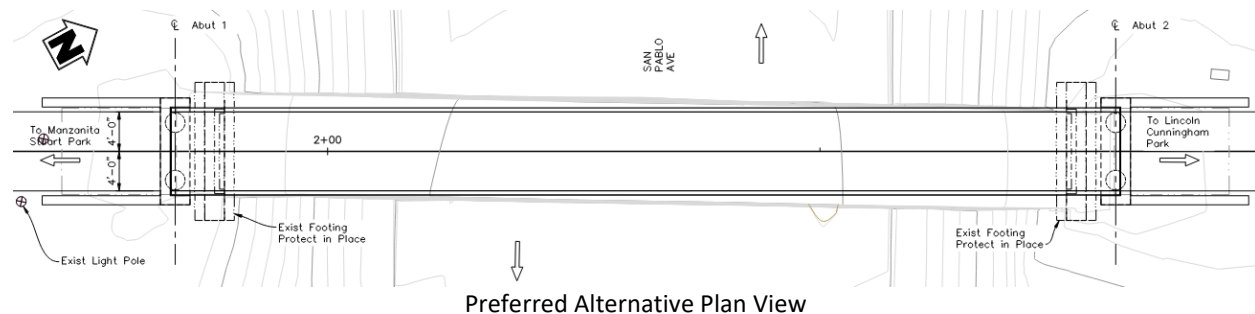
Final bridge elevations and the profile will be determined during the next design phase.

Alignment

Two pathway alignment alternatives were considered, the design of which will be completed by Whitson Engineers (Whitson). It is anticipated that Whitson will use a combination of local design standards supplemented with AASHTO design practices and ADA requirements as appropriate.

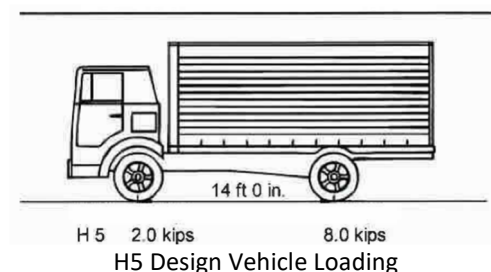
An alignment similar to the existing bridge alignment was selected, which will allow most of the existing grading in front of the existing abutments to remain. Additional backfill will still be necessary behind the abutments since the profile is raised. This option will still be dictated by the ADA requirements.

An alignment northwest of the current bridge was initially considered but ultimately rejected due to the additional cost it would require for path realignment and grading changes in the bridge approaches and at the face of the abutments.



Bridge Live Loading

The bridge design live loading will be 90 pounds per square foot or a H5 design vehicle per guidance set forth in the LRFD Guide Specifications for the Design of Pedestrian Bridges. The H5 design vehicle is shown below.

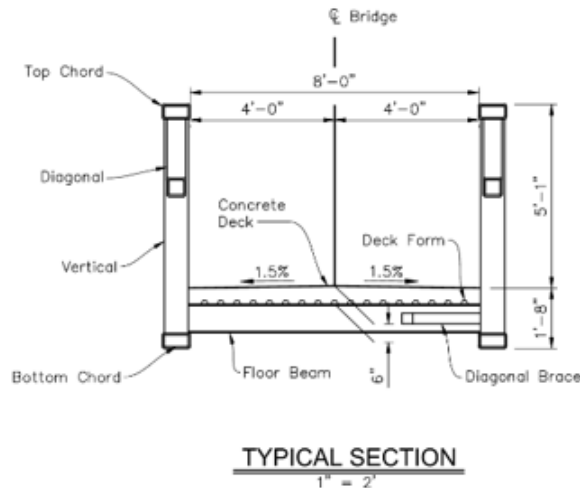


Pathway Cross Section

AASHTO recommends a 10-foot paved width but also cites that an 8-foot width can be appropriate in some instances. Whitson has proposed an 8-foot-wide paved pathway for two-way travel. This satisfies the minimum width specified in the Caltrans Highway Design manual. The clear width of 8 feet for the bridge will support the 8-foot paved width of the pathway.

Bridge Width

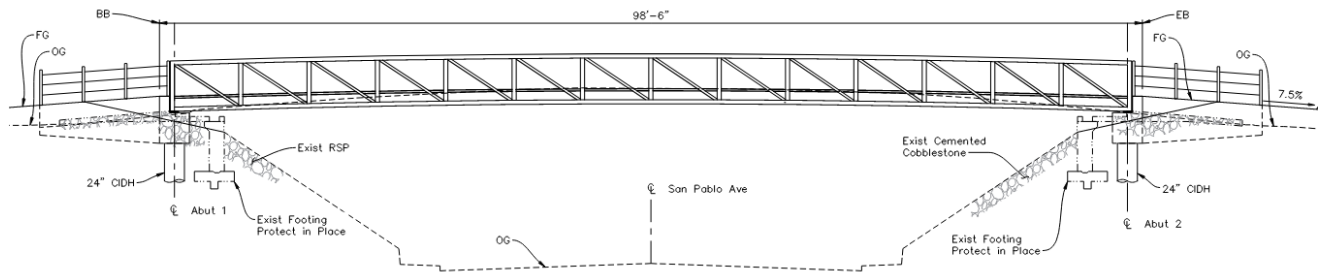
The pedestrian bridge will provide a clear width of 8-feet. This is an adequate width according to AASHTO and allows for passing between pedestrians and bicyclists.



Preferred Alternative Typical Section

Bridge Length

The pedestrian bridge length will be approximately 98'-6". Final bridge length may be greater than 98'-6", this will be determined in coordination with the pathway approaches and final grading during final design.



Preferred Alternative Elevation View

Traffic Control/Detour

Although the construction of the foundations for the new pedestrian bridge is expected to remain outside of San Pablo Avenue, partial road closure and traffic control may be required for partial demolition activities of existing abutments. A full road closure and a detour will be required for the erection of the new bridge. Access to residential properties will be available during the partial or full road closures.

Contractor Access

Contractor staging is expected to occur within the City right of way. No Temporary Construction Easements are expected for contractor staging.

Right-of-Way

No right-of-way acquisition is anticipated to be needed for this project.

Aesthetic Requirements

The steel truss bridge, that will replace an existing Timber Glulam Beam bridge with a polished appearance, will add an appealing aesthetic look to the area. Three coating options are offered by the bridge manufacturers: weathering steel, painted steel, and galvanized steel. Although weathering steel is significantly cheaper than the other options, the City prefers galvanized and painted steel so that is the preferred option.

The City of Seaside has requested attachment points on the trusses be available for hanging banners. This will also allow the possibility of architectural enhancements in the future such as permanent signs. The cost of such attachment points and signs was included in the cost estimates under Architectural Treatment. Additionally, the Architectural Treatment cost also includes the potential architectural river rock used on the barriers.

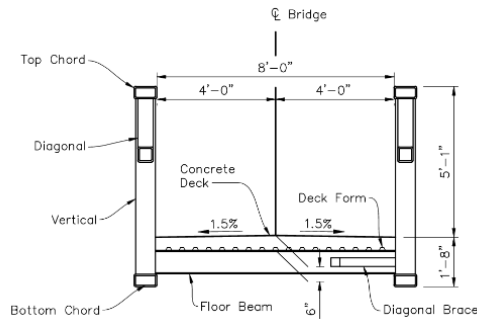
The Connector Bridge Model is preferred over the Keystone model due to lower cost. However, the Keystone model provides a unique arched top chord in case that aesthetic is chosen during final design.



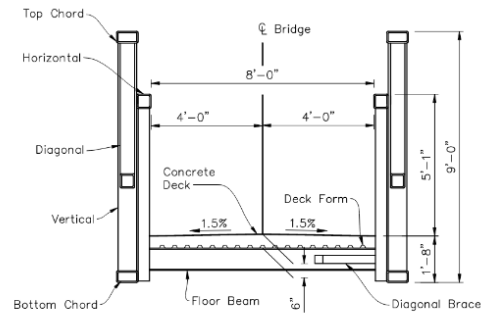
Prefabricated Steel Truss bridge: Connector (Galvanized and Painted)



Prefabricated Steel Truss bridge: Keystone (Galvanized and Painted)



TYPICAL SECTION
 $\frac{1"}{2'}$



TYPICAL SECTION
 $\frac{1"}{2'}$

Connector (left) and Keystone (right) Typical Sections

Due to the location of the bridge, with the ocean approximately 1.5 miles from the project site, rust has been considered as a risk for weathering steel. Manufacturers reviewed prior bridges that were installed near the ocean, and noted that rust, beyond that expected from weathering steel, is generally a concern at a much closer proximity to the water. Even so, galvanizing the bridge will make rust no longer a concern.



Example Connector Bridge with Timber Deck

Bridge and Approach Railing

The prefabricated steel truss bridge will include ADA safety rails that will provide adequate height for bridge railing.

Existing approach barriers are concrete, with architectural river rock. Barriers for the proposed bridge may be consistent with this river rock aesthetic and are included in the architectural treatment cost. Alternative cable railing was considered and implemented in the preliminary cost estimate as well. The cable railing has a more minimalist aesthetic look to blend in with the adjacent bridge. The City of Seaside is also considering adding lighting fixtures to the bridge.

Drainage

The proposed 1.5% bridge cross slope and 2.2% or larger bridge camber (longitudinal slope) at midspan will provide a sufficient gradient for drainage of bridge surfaces. Since the proposed railings are open faced, the water will sheet flow off the bridge deck on to the bridge approach paved paths and San Pablo Avenue below the bridge.

Utilities

Two layers of overhead electrical lines (PG&E) cross the southern side of the proposed bridge. Crane work will also be limited below and around the lines. Construction activities must maintain a 10' clearance from high voltage overhead lines, as stated by the California Code of Regulations.

Underground utilities that pass underneath the pedestrian bridge along San Pablo Ave include PG&E (gas), AT&T, COMCAST, and City of Seaside water and sewer pipes.

For Alternatives B and C, which includes the preferred alternative, existing utilities may need to be altered. Because the bridge profile would be raised and grading modifications would be required at both bridge approaches, the utilities located adjacent to the bridge, including utility poles and manholes, may need to be adjusted to match the proposed finished grades or relocated to accommodate the revised approach geometry.

Environmental/Permits

An initial study leading to a Mitigated Negative Declaration (IS/MND) is anticipated to be the appropriate CEQA document. Federal funding procured for this project necessitates the requirement for NEPA clearance. NEPA Categorical Exclusion is anticipated and further scope will be developed during the next design phase.

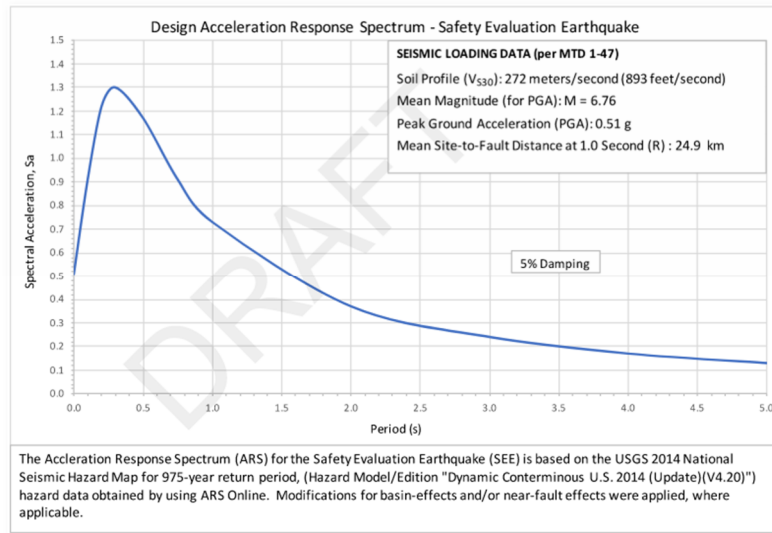
Geotechnical/Foundations

A geotechnical subsurface investigation was conducted and two borings were drilled, one behind each abutment. Results of the borings indicate subsurface materials consist of medium dense silty sand, sand with silt, and silty sand. Based on these findings, deep foundations are recommended. Two suitable options are considered: driven piles (precast concrete or steel pipe piles) and CIDH piles. Spread footing foundations are deemed unsuitable due to the high seismic area and the classification of the soil up to 25 feet deep as Class 2, which is non-competent.

Given the project's location in a densely populated residential area, the vibration and noise associated with pile driving are significant concerns. Due to the soil type, temporary casings are expected for CIDH piles. Without these casings, CIDH piles would result in significantly lower noise and vibration impacts on the surrounding communities. However, with the casings the CIDH piles are still less noisy than driven piles. Due to vibration and noise concerns, CIDH piles are preferred.

Seismic

Caltrans Seismic Design Criteria version 2.1 (January 2025) will be utilized for the design. The site is in a seismically active area, with a peak ground acceleration of 0.51g.



Design Acceleration Response Spectrum

Falsework

Since the proposed structure type will be a prefabricated steel truss, the use of falsework is not anticipated. The bridge will be delivered in two or more sections to the project site. Once the bridge is delivered to the site, it will be assembled and set in place with a crane.



Example Bridge Assembly with Crane

Temperature

Maximum Temperature: 104° F

Minimum Temperature: 20° F

Deck Protection

Several decking options are offered by the bridge manufacturers for prefabricated steel truss bridges, concrete decking (by others) and IPE Select timber decking being most common. The initial cost of IPE Select timber decking is lower, but a concrete decking will provide a cheaper overall solution when maintenance costs and lifecycle replacement costs are considered. Even so, timber decking is often preferred due to aesthetic preference. Timber decking is the preferred option by the City however final determination will be made during final design.



Example Connector Bridge with Timber Deck

Corrosion

For structural elements, Caltrans considers a site to be corrosive if one or more of the following conditions exist for the representative soil and/or water samples taken at the site:

- Chloride concentration is 500 ppm or greater, sulfate concentration is 1500 ppm or greater, or the pH is 5.5 or less.

The soils at the project site do not exceed those values noted above, therefore the soils are not considered corrosive.

As noted previously, the proposed bridge location is influenced by the marine atmosphere. This may lead to an increase in the oxidation rate of weathering steel, although it does not appear to be a significant concern after discussions with the manufacturers. Even so, moving forward with the preferred option of galvanizing the steel greatly mitigates the corrosion concern.

Slope Protection

Since the bridge spans over a residential street and there is no scour or erosion concern, there is no need for rock slope protection. The existing slope in front of the abutments is approximately 1:1 and is protected by cobblestones laid in cement. Grading in front of the abutments and existing rock slope protection is anticipated to remain in place.



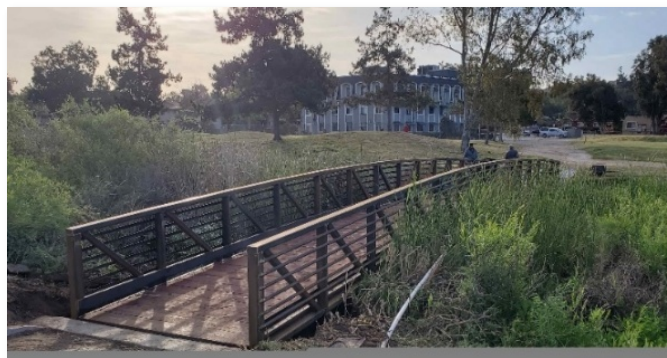
Existing Slope Protection

5. STRUCTURE ALTERNATIVES

Bridge Replacement Alternatives

Three alternatives were evaluated as potential solutions to reopen the pedestrian overcrossing. Because the superstructure is classified as bridge in an “imminent failure condition,” all alternatives assume replacement of the existing timber bridge with a new prefabricated steel truss bridge with either a concrete or timber (2x8 IPE Select) deck. The proposed superstructure dimensions vary by alternative and are discussed in the applicable sections.

Since the existing substructures were reported to be in fair condition, several substructure alternatives were evaluated to determine whether reuse of the existing abutments and foundations would be feasible.



Example of Proposed Prefabricated Truss

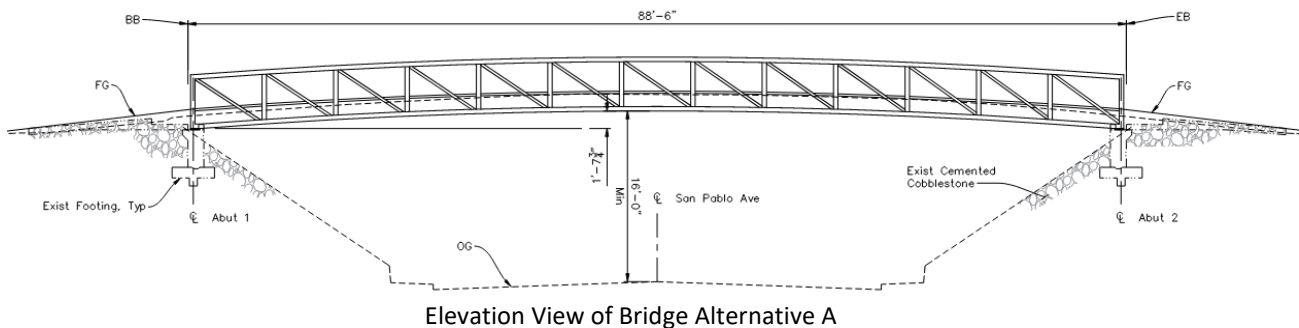
Evaluated Bridge Replacement Alternatives

Alternative	Substructure	Superstructure
A	Existing Abutments and Footings	New Superstructure, Existing Span Length
B	Retrofit Existing Abutments and Footings	New Superstructure, Existing Span Length

C	New Abutments on CIDH Piles	New Superstructure, Increased Span Length, Increased Width
---	-----------------------------	--

Alternative “A” (Not Recommended) - New Superstructure on Existing Abutments:

Alternative A evaluated replacing the existing glulam timber superstructure with a new prefabricated steel truss superstructure supported by the existing reinforced concrete abutments.



The existing substructure geometry documented in the available as-built plans was used to develop a structural model. Analyses included structural capacity, sliding, bearing, and overturning checks and assumed that the as-built information accurately reflects existing conditions.

Analyses found that the existing abutments satisfy structural, sliding, and overturning requirements, however the existing footing system does not provide adequate bearing capacity to support the proposed steel truss replacement bridge. The following issues were encountered:

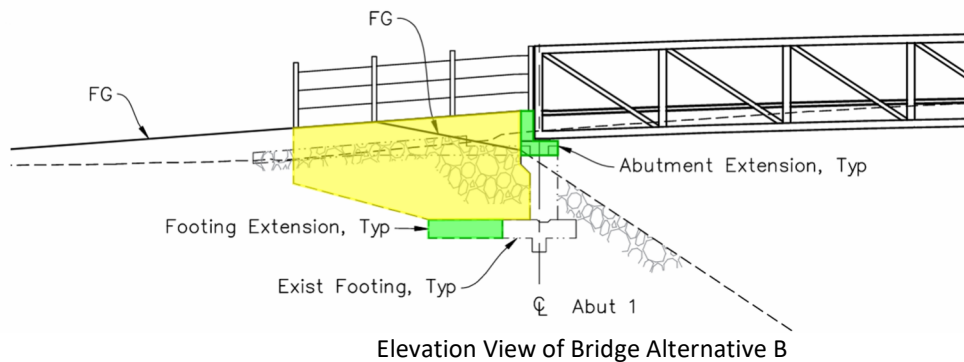
- Insufficient bearing capacity of the existing foundations
- Insufficient development length of the abutment stem reinforcement within the footing
- Insufficient temperature and shrinkage reinforcement within the footing

To maintain a minimum vertical clearance of 16 feet between the bottom chord and San Pablo Avenue, the replacement bridge was assumed to have a larger camber corresponding to an approximate longitudinal slope of approximately 3.75 percent.

Based on the deficiencies identified, Alternative A is not considered feasible and is not recommended for further consideration.

Alternative “B” (Not Preferred) - New Superstructure on Retrofitted Existing Abutments:

Alternative B evaluates retaining the existing abutments and spread footings while completing specific retrofits to abutments and footings to provide sufficient structural and geotechnical capacity for a replacement bridge. This alternative was developed to avoid complete replacement of the existing foundations while addressing the deficiencies identified in Alternative A.



The retrofitted abutments and footings were evaluated for structural capacity and overall stability. Alternative B is technically feasible and can provide sufficient structural and geotechnical capacity for the replacement bridge. However, implementation would require significant excavation, footing and abutment modifications, grading improvements, and utility adjustments.

The existing abutments would remain in place but would require modifications to accommodate the new bridge profile and superstructure geometry.

To keep a standard camber in the new superstructure, the abutment seats would need to be raised approximately 9¼ inches. In addition, the abutment backwalls would require extensions of approximately 1 foot 7½ inches.

The increased bridge elevation would require placement of additional backfill behind the abutments and construction of new approach slabs to transition from the bridge deck to the existing ground surface. Similar to Scenario A, limited concrete removal may be required to facilitate construction of the abutment extensions and provide adequate connection between new and existing concrete.

Because the timber and concrete deck alternatives produce substantially different dead loads, the extent of footing modifications varies between the two options. In both cases, the footing would be extended at the heel and along both sides of the footing. The concrete deck alternative would also require an increase in footing thickness.

In addition, several uncertainties remain, including:

- Unknown existing footing conditions below grade.
- Service life of the existing foundations.
- Potential need for larger footing extensions if a wider bridge is desired.
- Construction complexity associated with tying new concrete and reinforcement into the existing foundations.

While Alternative B can be successfully implemented, the extent of required modifications, construction risks, and uncertainties associated with the existing foundation system make it a less desirable alternative. Therefore, Alternative B is considered feasible but is not the preferred alternative.

ALTERNATIVE “C” (Preferred): New Superstructure on New Abutments Supported by CIDH Piles

Alternative C evaluates installing a new superstructure supported on new reinforced concrete abutments founded on CIDH piles. To maintain the required minimum vertical clearance between the bottom chord and San Pablo Avenue, the replacement bridge profile would be raised relative to the existing structure.

This alternative assumes that the existing abutments would remain in place and would not be incorporated into the new bridge support system.

To accommodate the revised bridge profile and new abutment locations, the proposed bridge length would be increased to 98 feet 6 inches.

Alternative C presents the fewest construction challenges and the lowest level of uncertainty among the alternatives evaluated. By utilizing new abutments supported on CIDH piles, this alternative eliminates reliance on the existing foundation system while providing greater flexibility for future bridge width and span configurations.

Compared to the other feasible alternatives, Alternative C offers the following advantages:

- Lowest estimated construction cost for both timber and concrete deck options.
- Minimal excavation and disturbance to existing soils and rock slope embankment.
- Smallest foundation footprint among the feasible alternatives.
- Longest anticipated service life.
- Reduced construction risk and uncertainty associated with existing foundation conditions.
- Simplified construction and improved constructability.
- Ability to accommodate future bridge widening with relatively minor modifications.
- All structural components can be designed to fully satisfy current design standards.

Based on the structural analyses, constructability review, and cost evaluation, Alternative C is considered feasible and is the preferred alternative.

Superstructure Options

Two prefabricated steel truss models have been selected as superstructure replacement options: Connector and Keystone. The Connector model is preferred due to cost effectiveness. It is significantly less expensive than the Keystone model by about \$100,000 including the galvanize and painted finish.

Both the Connector and Keystone designs can accommodate the desired camber but the Connector is slightly lighter than the Keystone. Both models can also accommodate bridge lighting options. Both models are shipped by the manufacturer to the project site in two or more pieces, assembled on site and placed on abutments with a crane and followed by deck installation.

6. CONSTRUCTION COSTS

A 10% mobilization, 25% contingency, and escalation of 3 years at 6.19% per year are included in the total costs of the structure estimate. These estimates do not include costs associated with environmental mitigation, utility coordination/relocation, or construction engineering. The anticipated bridge only construction cost estimate is shown below. The Connector bridge model was assumed with costs provided by fabricator Contech. A breakdown of the estimates is located in *Attachment C*.

Structure Estimate:

Alternative	Total Cost
Alternative B (Timber)	\$1,477,000
Alternative B (Concrete)	\$1,677,000
Preferred: Alternative C (Timber)	\$1,476,000
Alternative C (Concrete)	\$1,489,000

The total estimated costs presented above assume weathering steel option, which is the most economic alternative. If enhanced corrosion protection is desired, painted or galvanized coatings may be selected and added to the preliminary construction cost. Coating options for Connector and Keystone are shown below:

Coating Options Available as Adders to Prelim Construction Cost:

Model	Length	Width	Adder Option 1: 2-coat Coastal Paint System	Adder Option 2: Galvanized	Adder Option 3: Galvanized & Painted
Connector	98'-6"	8'-0"	\$64,100	\$74,200	\$114,900
Keystone	98'-6"	8'-0"	\$77,750	\$113,500	\$163,500

The site subtotal was provided by Whitson in their Engineer's Estimate, located in *Attachment C*. Bridge costs shown in Whitson's original estimate have been superseded by the structure estimate provided in this report. Similarly to the structure estimate, the total trail cost does not include costs associated with environmental mitigation, utility coordination/relocation, or construction engineering.

Trail Costs:

Trail Cost	Total Cost
Site Cost Subtotal (remove curb, paving, hydroseed, etc) Including 50% for Contingency and Minor Items	\$682,000
Escalation (3 years at 6.19%)	\$135,000
Total Trail Cost	\$817,000

Combining the preferred alternative bridge costs with the trail costs and adjusting for inflation, gives a total estimated construction cost of \$2,293,000 as shown in the table below. Support costs which include project management, preconstruction, and construction support, are not included in this cost.

Structure and Trail Combined Cost:

Item	Total Cost
Preferred Alternative Structure Cost	\$1,476,000
Total Trail Cost	\$817,000
Total Construction Cost	\$2,293,000

7. CONCLUSIONS AND RECOMMENDATIONS

Alternative C, the prefabricated truss alternative Connector model with a galvanized and painted finish, timber deck, and new CIDH pile foundations is the recommended alternative. The total anticipated bridge construction cost for the bridge alternative on new pile foundations is estimated to be approximately \$1,476,000. The total anticipated construction cost for the project including pathways and trails will be approximately \$2,293,000.

ATTACHMENT A
Location Map



ATTACHMENT B
General Plan Drawings

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
5	MON			1	5

REGISTERED CIVIL ENGINEER

DATE

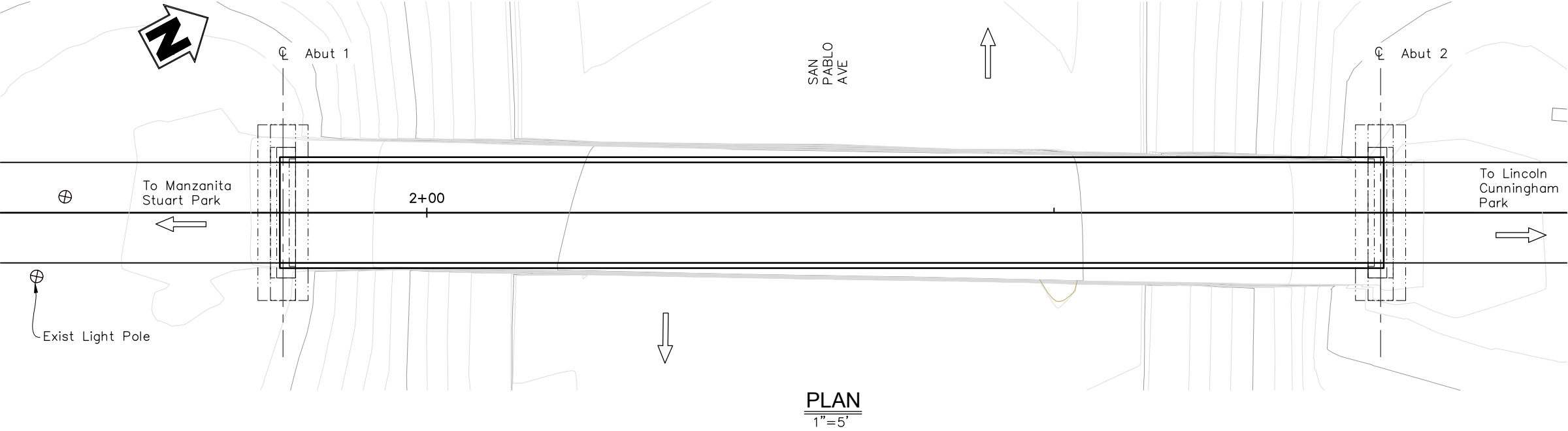
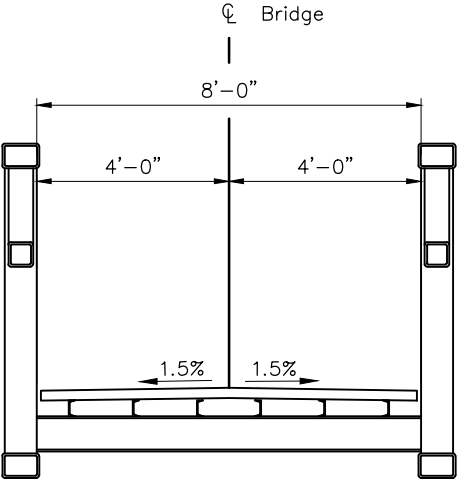
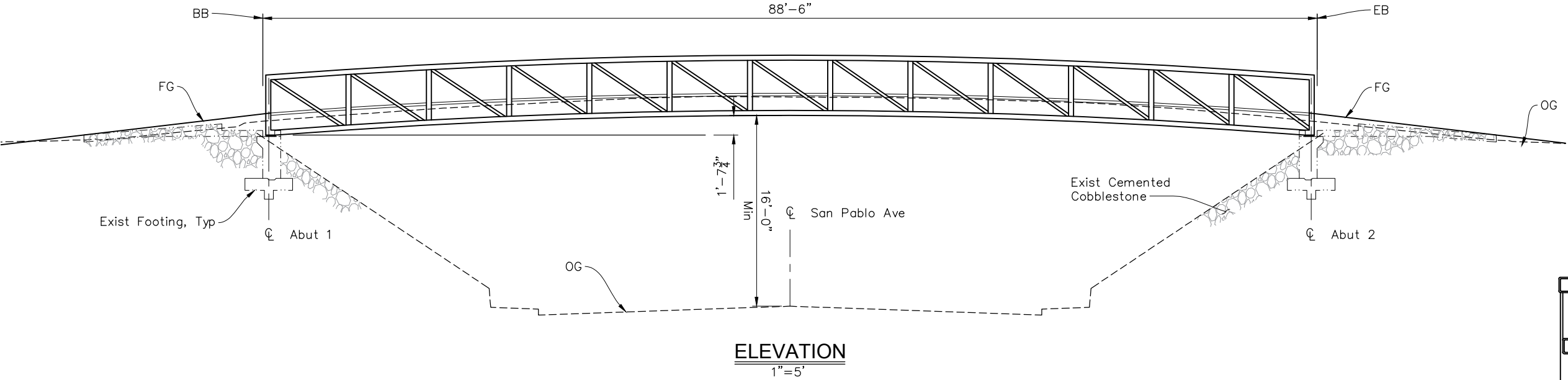
PLANS APPROVAL DATE

THE CITY OF SEASIDE OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

consor

11017 COBBLEROCK DRIVE, SUITE 100
RANCHO CORDOVA, CA 95670
P: 916.368.9181

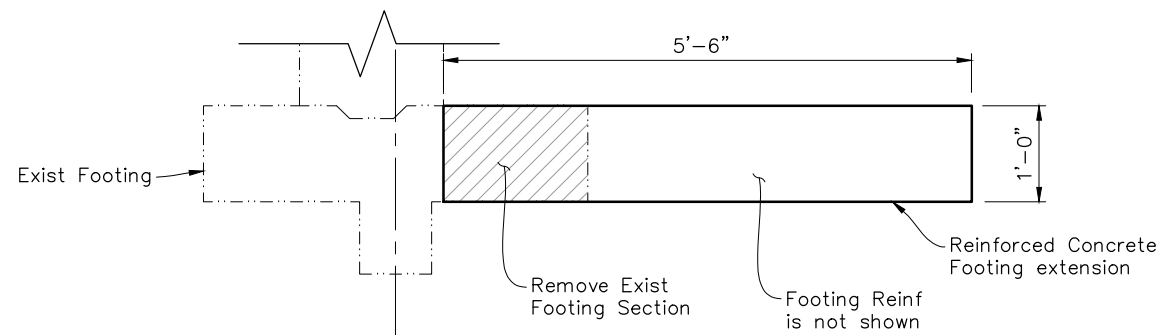
REGISTERED PROFESSIONAL ENGINEER
GAVIN KEATING
No. 91645
CIVIL
STATE OF CALIFORNIA



Note:
The Contractor shall verify all
controlling field dimensions before
ordering or fabricating any material.

	DESIGN	BY Alex Zubarev	CHECKED	LOAD & RESISTANCE FACTOR DESIGN		LIVE LOADING: N/A		PREPARED FOR THE CITY OF SEASIDE CALIFORNIA	GAVIN KEATING PROJECT ENGINEER	BRIDGE NO.	GENERAL PLAN - ALTERNATIVE A								
DESIGN OVERSIGHT	DETAILS	BY Alex Zubarev	CHECKED	LAYOUT	BY	CHECKED	44C-0104												
SIGN OFF DATE	QUANTITIES	BY	CHECKED	SPECIFICATIONS	BY	PLANS AND SPECS COMPARED	POST MILE												
DESIGN DETAIL SHEET (ENGLISH) (REV.7/16/10)										UNIT: PROJECT NUMBER & PHASE:		CONTRACT NO.:		DISREGARD PRINTS BEARING EARLIER REVISION DATES		REVISION DATES		SHEET	OF
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS								0		1		2		3		1		5	

TIME PLOTTED 10:23:30 AM
DATE PLOTTED 7/15/2026 10:23:30 AM
USERNAME Olivia.Clark



$1''=1'$

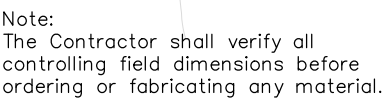
Abut 2 shown, Abut 1 similar.



$1''=1'$
 Abut 2 shown, Abut 1 similar.

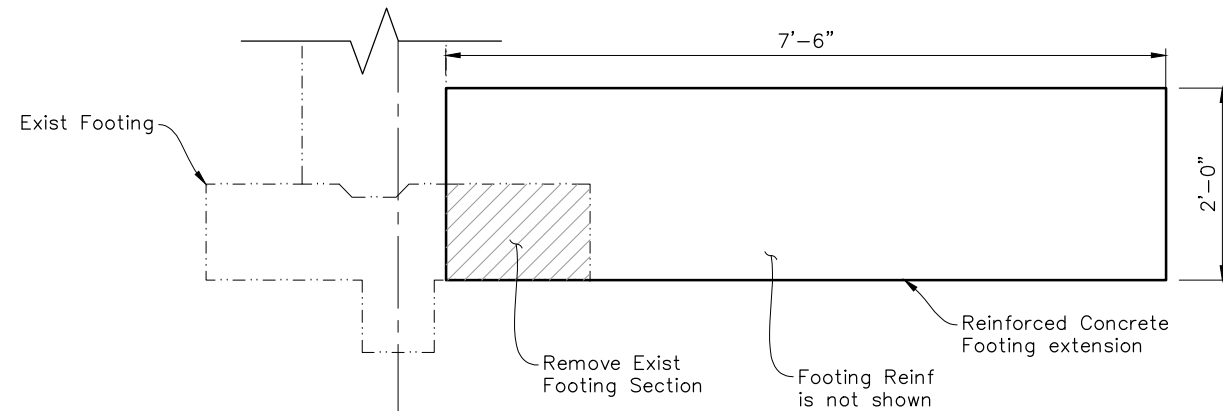
$$1'' = 4'$$

Abut 2 shown, Abut 1 similar.


$$1'' = 5'$$

$$\underline{\underline{1''=5'}}$$

 **consor** 11017 COBBLEROCK DRIVE, SUITE 100
RANCHO CORDOVA, CA 95670
P: 916.368.9181

FILE S:\Client\Whitson\D232079CA - San Pablo Ave POC Replacement\500-Design\505 - CADD
Files\D232079CA-raa-gp01.dwg


$$1''=1'$$

Abut 2 shown, Abut 1 similar.

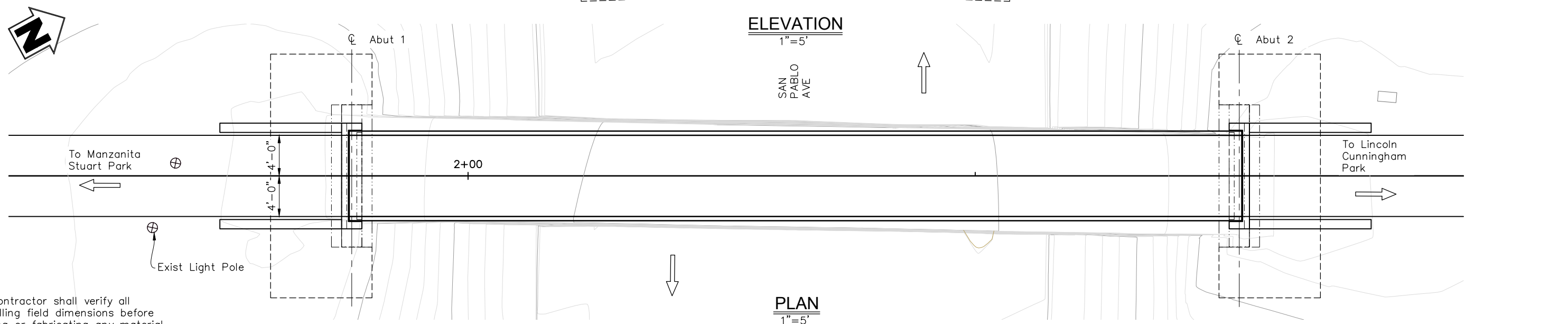


$$1''=1'$$

Abut 2 shown, Abut 1 similar.

$$1'' = 4'$$

Abut 2 shown, Abut 1 similar.



Note:
The Contractor shall verify all
controlling field dimensions before
ordering or fabricating any material.

DESIGN OVERSIGHT	DESIGN	BY Alex Zubarev	CHECKED	LOAD & RESISTANCE FACTOR DESIGN		LIVE LOADING: N/A		PREPARED FOR THE CITY OF SEASIDE CALIFORNIA	GAVIN KEATING PROJECT ENGINEER	BRIDGE NO.	GENERAL PLAN - ALTERNATIVE B (CONC) SAN PABLO AVE POC			
	DETAILS	BY Alex Zubarev	CHECKED	LAYOUT	BY	CHECKED	44C-0104							
	QUANTITIES	BY	CHECKED	SPECIFICATIONS	BY	PLANS AND SPECS COMPARED	POST MILE							
	SIGN OFF DATE													
DESIGN DETAIL SHEET (ENGLISH) (REV:7/16/10)								ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	UNIT: PROJECT NUMBER & PHASE:	CONTRACT NO.:	DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES	SHEET	OF
								0 1 2 3					3	5

LEGEND:
 24" CIDH

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
5	MON			4	5

REGISTERED CIVIL ENGINEER

DATE

PLANS APPROVAL DATE

THE CITY OF SEASIDE OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.



REGISTERED PROFESSIONAL ENGINEER

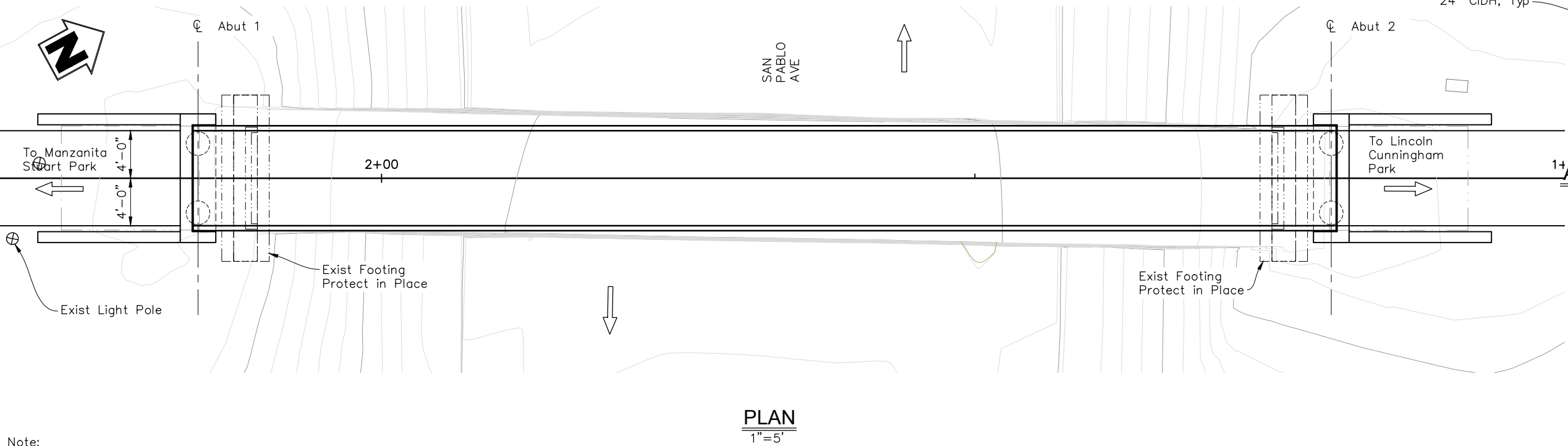
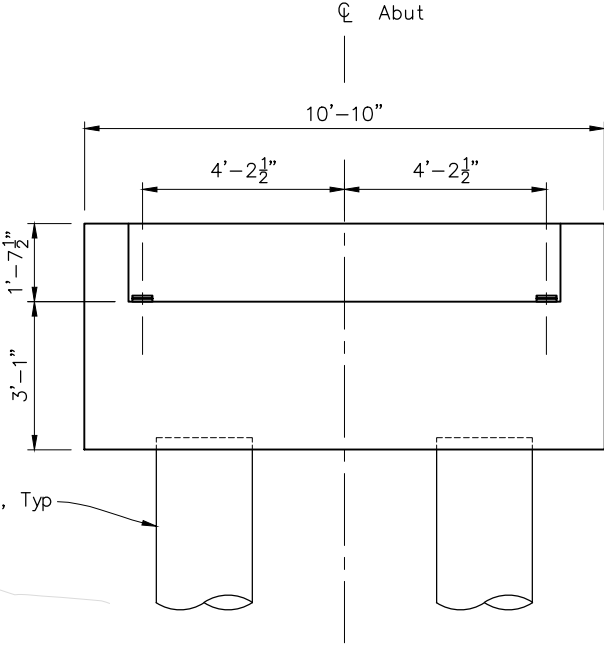
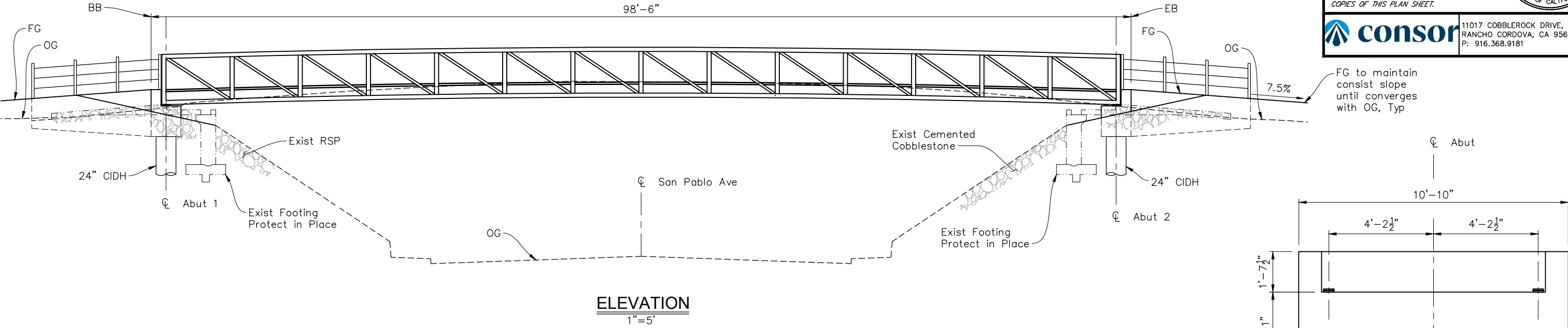
GAVIN KEATING

No. 91645

CIVIL

STATE OF CALIFORNIA

11017 COBBLEROCK DRIVE, SUITE 100
RANCHO CORDOVA, CA 95670
P: 916.368.9181



Note:
The Contractor shall verify all
controlling field dimensions before
ordering or fabricating any material.

DESIGN OVERSIGHT	DESIGN	BY Alex Zubarev	CHECKED	LOAD & RESISTANCE FACTOR DESIGN	LIVE LOADING: N/A	PREPARED FOR THE CITY OF SEASIDE CALIFORNIA	GAVIN KEATING PROJECT ENGINEER	BRIDGE NO.	GENERAL PLAN - ALTERNATIVE C (TIMBER) SAN PABLO AVE POC	
	DETAILS	BY Alex Zubarev	CHECKED	LAYOUT	BY			CHECKED		44C-0104
	QUANTITIES	BY	CHECKED	SPECIFICATIONS	BY			PLANS AND SPECS COMPARED		POST MILE

DESIGN DETAIL SHEET (ENGLISH) (REV.7/16/10)

ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

0 1 2 3

UNIT:
PROJECT NUMBER & PHASE:

CONTRACT NO.:

DISREGARD PRINTS BEARING
EARLIER REVISION DATES

REVISION DATES	SHEET	OF
	4	5

FILE S:\Client\Whitson\D232079CA - San Pablo Ave POC Replacement\500-Design\505 - CADD
Files\D232079CA-raa-gp02.dwg

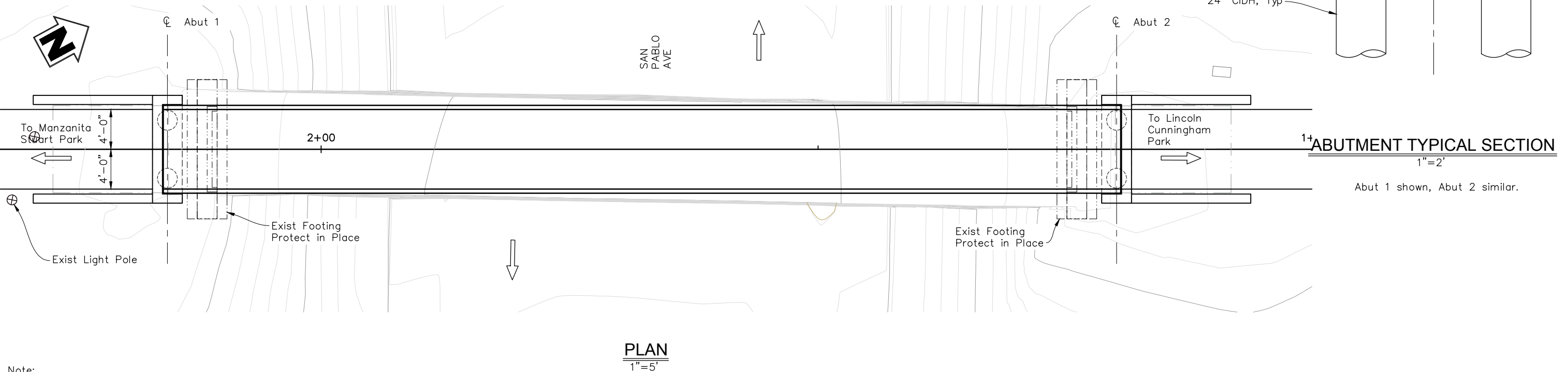
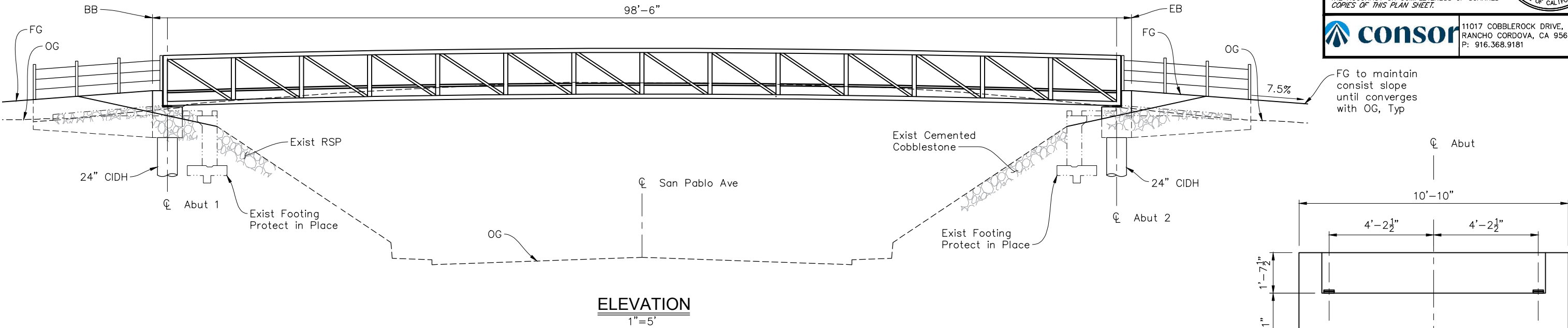
Packet Page 842

DATE PLOTTED 7/15/2026 10:25:33 AM

TIME PLOTTED 10:25:33 AM

USERNAME Olivia.Clark

LEGEND:
 24" CIDH



Note:
The Contractor shall verify all
controlling field dimensions before
ordering or fabricating any material.

DESIGN OVERSIGHT	DESIGN	BY Alex Zubarev	CHECKED	LOAD & RESISTANCE DESIGN		LIVE LOADING: N/A		PREPARED FOR THE CITY OF SEASIDE CALIFORNIA	GAVIN KEATING PROJECT ENGINEER	BRIDGE NO.	GENERAL PLAN - ALTERNATIVE C (CONC)								
	DETAILS	BY Alex Zubarev	CHECKED	LAYOUT	BY	CHECKED	44C—0104												
	QUANTITIES	BY	CHECKED	SPECIFICATIONS	BY	PLANS AND SPECS COMPARED	POST MILE												
SIGN OFF DATE										SAN PABLO AVE POC									
DESIGN DETAIL SHEET (ENGLISH) (REV.7/16/10)										UNIT: PROJECT NUMBER & PHASE:		CONTRACT NO.:		DISREGARD PRINTS BEARING EARLIER REVISION DATES		REVISION DATES		SHEET	OF
										ORIGINAL SCALE IN INCHES FOR REDUCED PLANS				→		5		5	
										0 1 2 3									

ATTACHMENT C
Construction Cost Estimate



San Pablo Ave POC Replacement - SCENARIO B (TIMBER)

30% Construction Cost Estimate

Date 7/17/2026Cost Year 2029Project No. D232079CA
Project Manager Scott McCauley

Item No.		Item Code	Item Description	Unit	Quantity	Unit Price	Total
1		153121	REMOVE CONCRETE (CY)	CY	1	\$ 2,300	\$ 2,300
2	F	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	50	\$ 385	\$ 19,250
3	F	193003	STRUCTURE BACKFILL (BRIDGE)	CY	190	\$ 385	\$ 73,150
4	F	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	8	\$ 3,800	\$ 30,400
5	F	510053	STRUCTURAL CONCRETE, BRIDGE	CY	16	\$ 3,800	\$ 60,800
6		511111	DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)(LF)	LF	165	\$ 160	\$ 26,400
7	F	520102	BAR REINFORCING STEEL (BRIDGE)	LB	3890	\$ 3	\$ 9,725
8	###	550200	FURNISH PREFABRICATED STEEL TRUSS (BRIDGE)	LS	LUMP SUM	\$ 316,000	\$ 316,000
9		550201	ERECT PREFABRICATED STEEL TRUSS (BRIDGE)	LS	LUMP SUM	\$ 100,000	\$ 100,000
10		600097	BRIDGE REMOVAL	LS	LUMP SUM	\$ 100,000	\$ 100,000
11		780400	ARCHITECTURAL TREATMENT (VENEER)	LS	LUMP SUM	\$ 75,000	\$ 75,000
12	F	839521	CABLE RAILING	LF	52	\$ 500	\$ 26,000
13		870200	LIGHTING SYSTEM	LS	LUMP SUM	\$ 50,000	\$ 50,000
14						\$ -	
15						\$ -	
16		999990	MOBILIZATION	LS	LUMP SUM	\$ -	\$ 97,793
						SUBTOTAL CONTRACT	\$ 986,818
SUPPLEMENTAL WORK							
17						\$ -	
18						\$ -	
19						\$ -	
						SUBTOTAL SUPPLEMENTAL WORK	\$ -
						PROJECT SUBTOTAL	\$ 986,818
						CONTINGENCY 25%	\$ 246,704
						ESCALATION 3 Years at 6.19% Per Year	\$ 243,537
						TOTAL	\$ 1,477,100

Bridge Quantities By: A. Zubarev

Bridge Check By:

Road Quantities By:

Road Check By:



San Pablo Ave POC Replacement - SCENARIO B (CONC)

30% Construction Cost Estimate

Date 7/17/2026Cost Year 2029Project No. D232079CA
Project Manager Scott McCauley

Item No.		Item Code	Item Description	Unit	Quantity	Unit Price	Total
1		153121	REMOVE CONCRETE (CY)	CY	3	\$ 2,300	\$ 6,900
2	F	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	76	\$ 385	\$ 29,260
3	F	193003	STRUCTURE BACKFILL (BRIDGE)	CY	195	\$ 385	\$ 75,075
4	F	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	31	\$ 3,800	\$ 117,800
5	F	510053	STRUCTURAL CONCRETE, BRIDGE	CY	29	\$ 3,800	\$ 110,200
6		511111	DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)(LF)	LF	181	\$ 160	\$ 28,960
7	F	520102	BAR REINFORCING STEEL (BRIDGE)	LB	12830	\$ 3	\$ 32,075
8	###	550200	FURNISH PREFABRICATED STEEL TRUSS (BRIDGE)	LS	LUMP SUM	\$ 258,200	\$ 258,200
9	###	550201	ERECT PREFABRICATED STEEL TRUSS (BRIDGE)	LS	LUMP SUM	\$ 100,000	\$ 100,000
10		600097	BRIDGE REMOVAL	LS	LUMP SUM	\$ 100,000	\$ 100,000
11		780400	ARCHITECTURAL TREATMENT (VENEER)	LS	LUMP SUM	\$ 75,000	\$ 75,000
12	F	839521	CABLE RAILING	LF	52	\$ 500	\$ 26,000
13		870200	LIGHTING SYSTEM	LS	LUMP SUM	\$ 50,000	\$ 50,000
14						\$ -	
15						\$ -	
16		999990	MOBILIZATION	LS	LUMP SUM	\$ -	\$ 111,042
						SUBTOTAL CONTRACT	\$ 1,120,512
SUPPLEMENTAL WORK							
17						\$ -	
18						\$ -	
19						\$ -	
						SUBTOTAL SUPPLEMENTAL WORK	\$ -
						PROJECT SUBTOTAL	\$ 1,120,512
						CONTINGENCY 25%	\$ 280,128
						ESCALATION 3 Years at 6.19% Per Year	\$ 276,531
						TOTAL	\$ 1,677,200

Bridge Quantities By: A. Zubarev

Bridge Check By:

Road Quantities By:

Road Check By:

San Pablo Ave POC Replacement - SCENARIO C (TIMBER)

30% Construction Cost Estimate

Date 7/17/2026

Cost Year 2029

Project No. D232079CA
Project Manager Scott McCauley

Item No.		Item Code	Item Description	Unit	Quantity	Unit Price	Total
1						\$ -	
2	F	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	24	\$ 285	\$ 6,840
3	F	193003	STRUCTURE BACKFILL (BRIDGE)	CY	190	\$ 285	\$ 54,150
4		490603	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	182	\$ 420	\$ 76,440
5	F	510053	STRUCTURAL CONCRETE, BRIDGE	CY	16	\$ 3,800	\$ 60,800
6	F	520102	BAR REINFORCING STEEL (BRIDGE)	LB	2230	\$ 3	\$ 5,575
7		550200	FURNISH PREFABRICATED STEEL TRUSS (BRIDGE)	LS	LUMP SUM	\$ 333,800	\$ 333,800
8		550201	ERECT PREFABRICATED STEEL TRUSS (BRIDGE)	LS	LUMP SUM	\$ 100,000	\$ 100,000
9		600097	BRIDGE REMOVAL	LS	LUMP SUM	\$ 100,000	\$ 100,000
10		780400	ARCHITECTURAL TREATMENT (VENEER)	LS	LUMP SUM	\$ 75,000	\$ 75,000
11	F	839521	CABLE RAILING	LF	52	\$ 500	\$ 26,000
12		870200	LIGHTING SYSTEM	LS	LUMP SUM	\$ 50,000	\$ 50,000
13						\$ -	
14						\$ -	
15		999990	MOBILIZATION	LS	LUMP SUM	\$ -	\$ 97,747
						SUBTOTAL CONTRACT	\$ 986,352
SUPPLEMENTAL WORK							
16						\$ -	
17						\$ -	
18						\$ -	
						SUBTOTAL SUPPLEMENTAL WORK	\$ -
						PROJECT SUBTOTAL	\$ 986,352
						CONTINGENCY 25%	\$ 246,588
						ESCALATION 3 Years at 6.19% Per Year	\$ 243,422
						TOTAL	\$ 1,476,400

Bridge Quantities By: A. Zubarev

Bridge Check By:

Road Quantities By:

Road Check By:

San Pablo Ave POC Replacement - SCENARIO C (CONC)

30% Construction Cost Estimate

Date 7/17/2026

Cost Year 2029

Project No. D232079CA
Project Manager Scott McCauley

Item No.		Item Code	Item Description	Unit	Quantity	Unit Price	Total
1						\$ -	
2	F	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	24	\$ 285	\$ 6,840
3	F	193003	STRUCTURE BACKFILL (BRIDGE)	CY	190	\$ 285	\$ 54,150
4		490603	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	182	\$ 420	\$ 76,440
5	F	510053	STRUCTURAL CONCRETE, BRIDGE	CY	30	\$ 3,800	\$ 114,000
6	F	520102	BAR REINFORCING STEEL (BRIDGE)	LB	6050	\$ 3	\$ 15,125
7		550200	FURNISH PREFABRICATED STEEL TRUSS (BRIDGE)	LS	LUMP SUM	\$ 278,600	\$ 278,600
8		550201	ERECT PREFABRICATED STEEL TRUSS (BRIDGE)	LS	LUMP SUM	\$ 100,000	\$ 100,000
9		600097	BRIDGE REMOVAL	LS	LUMP SUM	\$ 100,000	\$ 100,000
10		780400	ARCHITECTURAL TREATMENT (VENEER)	LS	LUMP SUM	\$ 75,000	\$ 75,000
11		839521	CABLE RAILING	LF	52	\$ 500	\$ 26,000
12		870200	LIGHTING SYSTEM	LS	LUMP SUM	\$ 50,000	\$ 50,000
13						\$ -	
14						\$ -	
15		999990	MOBILIZATION	LS	LUMP SUM	\$ -	\$ 98,577
						SUBTOTAL CONTRACT	\$ 994,732
SUPPLEMENTAL WORK							
16						\$ -	
17						\$ -	
18						\$ -	
						SUBTOTAL SUPPLEMENTAL WORK	\$ -
						PROJECT SUBTOTAL	\$ 994,732
						CONTINGENCY 25%	\$ 248,683
						ESCALATION 3 Years at 6.19% Per Year	\$ 245,490
						TOTAL	\$ 1,489,000

Bridge Quantities By: A. Zubarev

Bridge Check By:

Road Quantities By:

Road Check By:

	ENGINEER'S ESTIMATE OF PROBABLE COST				Job No.
	Project SAN PABLO PEDESTRIAN OVERCROSSING REPLACEMENT				2071.37
					Estimator
					NM
				Date	
				06/17/26	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
SITE COSTS					
1	Mobilization (10%)	1	LS	\$ 24,000.00	\$ 24,000
2	Temporary Traffic Control	1	LS	\$ 30,000.00	\$ 30,000
3	Temporary Tree and Plant Protection	1	LS	\$ 5,000.00	\$ 5,000
4	Construction Staking	1	LS	\$ 15,000.00	\$ 15,000
5	Temporary Water Pollution Control	1	LS	\$ 10,000.00	\$ 10,000
6	Earthwork (excluding Structure)	1	LS	\$ 50,000.00	\$ 50,000
7	Remove Concrete Curb and Gutter	200	LF	\$ 20.00	\$ 4,000
8	Remove Asphalt Concrete and Base Rock	3,000	SF	\$ 7.00	\$ 21,000
9	Remove Concrete Sidewalk and Curb Ramp	1,000	SF	\$ 7.00	\$ 7,000
10	Concrete Curb and Gutter	200	LF	\$ 80.00	\$ 16,000
11	Concrete Pedestrian Paving	5,000	SF	\$ 15.00	\$ 75,000
12	Concrete Curb Ramp	250	SF	\$ 20.00	\$ 5,000
13	Concrete Staircase	1	LS	\$ 3,000.00	\$ 3,000
14	Concrete Retaining Wall 50 LF x 4'	200	SF	\$ 200.00	\$ 40,000
15	Handrails	700	LF	\$ 80.00	\$ 56,000
16	Detectable Warning Surface	80	SF	\$ 80.00	\$ 6,400
17	Hot Mix Asphalt Paving	2,000	SF	\$ 20.00	\$ 40,000
18	Signage and Striping	1	LS	\$ 5,000.00	\$ 5,000
19	Soil Preparation	15,000	SF	\$ 0.50	\$ 7,500
20	Hydroseed	15,000	SF	\$ 1.00	\$ 15,000
21	Plant Establishment Period (60 days)	1	LS	\$ 20,000.00	\$ 20,000
Contingency and Minor Items: 50%					\$ 227,450
				Site Subtotal	\$ 682,350
BRIDGE COSTS					
Bridge costs superseded by Consor July 2026 structure estimates					

ATTACHMENT D

Preliminary Foundation Report

June 12, 2024
Crawford File No. 24-1052.1

To: Scott McCauley, P.E.
Conсор Engineering

From: Keiko Lewis, P.E. and Eric Nichols, P.E., C.E.G.

Subject: Preliminary Foundation Recommendations
Cunningham POC Bridge Replacement
City of Seaside, California

The following summarizes subsurface foundation conditions and provides preliminary foundation data for your consideration in bridge type selection.

SUBSURFACE CONDITIONS

Based on borings completed for this project, subsurface materials are separated into two general soil units considered significant to the new bridge foundations.

Unit 1 materials generally consist of medium dense silty sand and sand with silt. These materials were encountered from the ground surface to depths of 23.5 ft (elev. 218.0 ft) in the south abutment boring and 13.0 ft (elev. 228.2 ft) in the north abutment boring. Existing fill material was encountered in the upper 16± ft and 13± ft of those borings, respectively.

Unit 2 materials generally consist of dense to very dense sand, sand with silt, and silty sand. These materials were encountered below Unit 1 in the exploratory borings to the maximum depth explored (86.5±ft; lowest elev. 154.7 ft).

No groundwater was encountered in the borings completed for this study.

PRELIMINARY FOUNDATION RECOMMENDATIONS

Based on the boring data generated for this study as summarized above, site conditions are considered suitable for structure support by means of driven piles (precast concrete or steel pipe piles) and cast-in-drilled hole (CIDH) piles. However, vibration and noise associated with driven piles may impact nearby residences and restrict their use at the project location. Spread footing foundations for new bridge support are not considered suitable since the project site is in a high seismic area and soils to as deep as 25 ft are classified as Class 2 (non-competent soils). Caltrans precludes the use of shallow foundations in Class 2 soils unless an exception is granted.

Liquefaction potential and associated secondary seismic affects (e.g., settlement, downdrag) are not design considerations for this site/project based on the boring data.

Preliminary bridge foundation alternatives are discussed below.



DRIVEN PILES

The use of Caltrans Standard Class 90, 140, and 200 displacement type piles such as concrete (Alt. X) and closed-end steel pipe (Alt. V) piles are considered suitable for use at this site. Such piles are expected to readily achieve bearing within the underlying dense and very dense Unit 2 soils. Very dense soils are indicated below about elev. 210 ft at the south abutment and about elev. 200 ft at the north abutment. Therefore, such piles would be expected to experience hard driving within Unit 2 soils above specified tip elevation that could result in short piles and/or pile damage. Undersize drilling to assist pile driving might be necessary, particularly for concrete piles at the south abutment, in order to achieve design pile tip elevation.

For driven open-ended steel pipe piles, the use of Caltrans Standard Class 90, 140, and 200 piles are considered feasible for use at this site and would likely plug during driving, essentially acting like displacement type piles. Based on our past project experience, the drivability of Caltrans' Standard Plan open-ended steel pipe piles is not a concern where the soil blow count (N_{60} value) is less than 60 bpf. Boring data generated for this site/project indicate N_{60} values greater than 60 bpf were encountered below about elev. 210 at the south abutment and about elev. 200 ft at the north abutment. Therefore, such piles would be expected to experience some hard driving within Unit 2 soils above specified tip with the option of center relief drilling to achieve specified tip if needed. Conversely, steel pipe piles (both open and closed end) could be cut-off in the event of hard driving and essential pile refusal.

Steel H-sections are also considered technically feasible at this site; however, as non-displacement piles, they would likely require greater penetration than concrete and steel displacement-type piles of the same load capacity. H-Piles also typically exhibit greater driving variability that make prediction of pile tip elevations difficult.

Preliminary estimated pile tip elevations and pile lengths are provided in the table below. The pile tip elevations would vary depending on actual loading and pile cut-off elevation.

Pile Type	Nominal Pile Resistance (Axial) kips	Estimated Pile Tip Elevation feet	Estimated Pile Length feet
Class 90 (Alt. X, T=14" or Alt. V)	180	215 - 210	20 - 25
Class 90 (Alt. W)		195 - 190	45 - 50
Class 140 (Alt. X, T=14" or Alt. V)	280	210 - 205	25 - 30
Class 140 (Alt. W)		180 - 175	60 - 65
Class 200 (Alt. X)	400	205 - 200	30 - 35
Class 200 (Alt. W)		175 - 170	65 - 70

CAST-IN-DRILLED-HOLE PILES

If noise and vibration restrictions preclude the use of driven piles at this site, then CIDH piles can provide adequate axial geotechnical resistance and minimize construction noise and vibration. Such piles would achieve support within the underlying dense soil through side friction. Since no groundwater was encountered in the borings completed for this study, the use of Caltrans Standard 16-inch diameter CIDH piles installed in “dry” holes is considered acceptable. Use of 24-inch diameter CIDH piles could also be used. Granular soils susceptible to caving are identified in the borings and the use of temporary casing will likely be required for ground control during construction. Temporary casing could be installed by oscillation/rotation to limit noise/vibration. Preliminary estimated tip elevations and lengths for CIDH piles are provided in the table below. The pile tip elevations would vary depending on actual loading and pile cut-off elevation.

Pile Type	Nominal Pile Resistance (Axial) kips	Estimated Pile Tip Elevation feet	Estimated Pile Length feet
16-inch CIDH	280	195 - 200	35 - 40
24-inch CIDH	400	195 - 200	35 - 40

ATTACHMENT E

Abutment Feasibility Memo

Draft

Abutment Feasibility Memo

**Cunningham Park Pedestrian Overcrossing
BRIDGE #44C0104**



Prepared For:

**City of Seaside
Public Works Engineering**

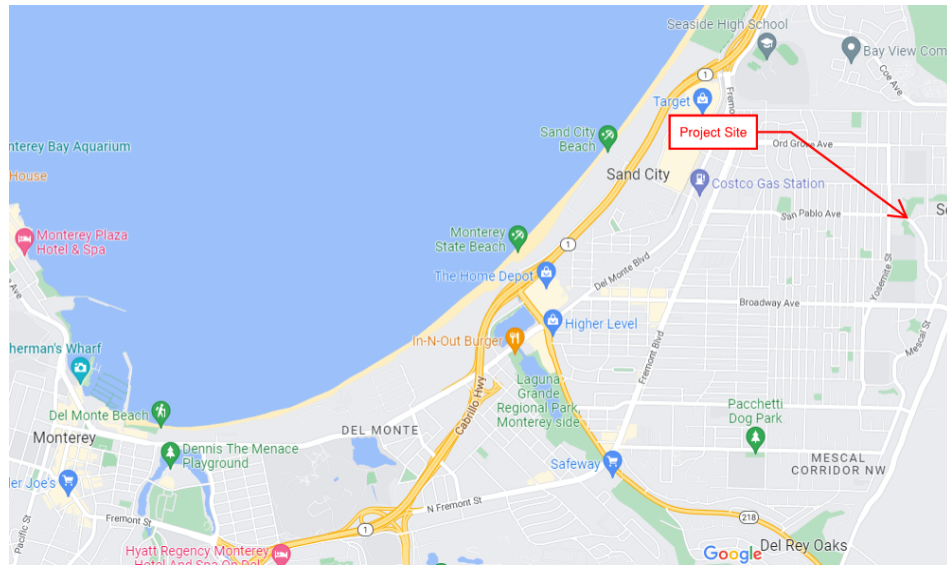
Prepared By:



June 2026

EXECUTIVE SUMMARY

The City of Seaside Department of Public Works is proposing to replace the Cunningham Park Pedestrian Overcrossing in Seaside, CA. The bridge spans San Pablo Ave and provides pedestrian and bicycle access between Stuart Park and Lincoln Cunningham Park. The existing glulam timber pedestrian bridge has been closed after being classified as being in an “imminent failure condition.”



The purpose of this Memo is to evaluate alternatives for restoring pedestrian and bicycle access across San Pablo Avenue. Three scenarios were evaluated to identify the most feasible alternative for replacing the Cunningham Park Pedestrian Overcrossing.

Scenario A evaluated reuse of the existing abutments and spread footings without modification. Although the existing abutments were found to have adequate structural capacity, the existing footing system does not provide sufficient bearing resistance to support the proposed replacement bridge. In addition, several reinforcement detailing deficiencies were identified. As a result, Scenario A was determined to be infeasible and was eliminated from further consideration.

Scenario B evaluated retaining the existing abutments and footings while implementing structural and geotechnical retrofits to address the deficiencies identified in Scenario A. Analyses indicated that adequate capacity could be achieved through footing enlargements and abutment modifications. However, this alternative would require substantial excavation, reconstruction of portions of the existing foundations, and extensive grading improvements. In addition, uncertainties related to the condition and long-term performance of the existing foundations remain. While feasible, Scenario B presents greater construction complexity, risk, and cost compared to other alternatives.

Scenario C evaluated construction of new reinforced concrete abutments supported on CIDH piles while leaving the existing abutments in place. Structural and stability analyses indicate that the proposed foundation system provides adequate capacity for the replacement bridge while not relying on existing structures. This alternative offers the greatest flexibility with new bridge length and width, requires the least amount of excavation and eliminates many of the uncertainties associated with reuse of the existing foundations.

BACKGROUND

The existing Cunningham Park Pedestrian Overcrossing (Br. No. 44C0104) spans over San Pablo Avenue in Seaside, CA. The bridge was constructed in 1960 and facilitated pedestrian and bicycle access between Stuart Park and Lincoln Cunningham Park until it was closed in 2022. The bridge consists of a single 87-foot-6-inch span with two side mounted glulam timber girders and a timber plank deck supported by reinforced concrete abutments on spread footings. Asphalt concrete pathways provide access to the structure.



The City of Seaside, Department of Public Works is proposing to replace the existing pedestrian bridge as it has been classified to be in “imminent failure condition.” During the inspection performed by Consor in December of 2022, the existing superstructure had critical findings. A bolt line split was found on both glulam beams with varying depth, approximately 0” to 9” in depth.

The recommendations given by the inspectors were to keep the bridge closed until rehabilitation or replacement is completed. The existing abutments on spread footings were observed to be in fair condition, with no visible defects. The spread footings were not evaluated because access was unavailable at the time of inspection. In addition, the existing bridge approaches are not expected to meet current ADA requirements due to their steep approach grades.

The existing slope in front of the abutments is approximately 1H:1V and is protected by cobblestones laid in cement. Minor erosion was observed near the north abutment.



EVALUATED ABUTMENT SCENARIOS

Three alternatives were evaluated as potential solutions to reopen the pedestrian overcrossing. Because the superstructure is classified as bridge in an “imminent failure condition,” all alternatives assume replacement of the existing timber bridge with a new prefabricated steel truss bridge with either a concrete or timber (2x8 IPE Select) deck. The proposed superstructure dimensions vary by alternative and are discussed in the applicable sections.

Since the existing substructures were reported to be in fair condition, several substructure alternatives were evaluated to determine whether reuse of the existing abutments and foundations would be feasible.

Table 1: Evaluated Bridge Replacement Alternatives

Scenario	Substructure	Superstructure
A	Existing Abutments and Footings	New Superstructure, Existing Span Length
B	Retrofit Existing Abutments and Footings	New Superstructure, Existing Span Length
C	New Abutments on CIDH Piles	New Superstructure, Increased Span Length, Increased Width

SCENARIO A - New Superstructure on Existing Abutments

Scenario A evaluated replacing the existing glulam timber superstructure with a new prefabricated steel truss superstructure supported by the existing reinforced concrete abutments.

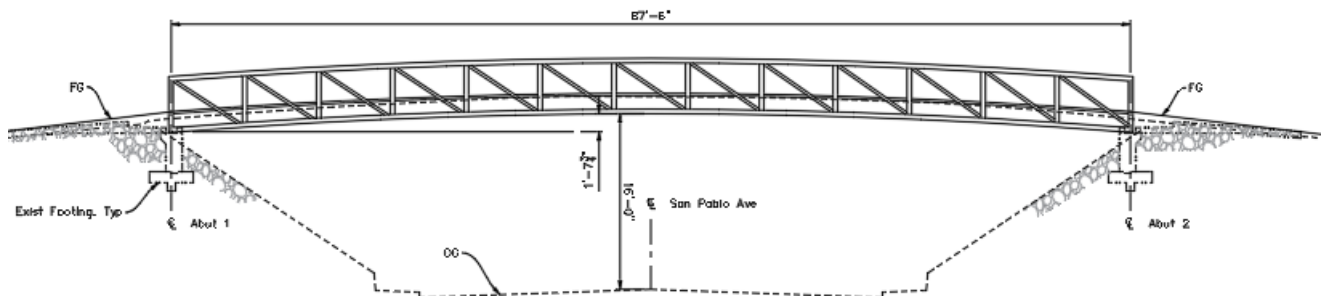


Figure 1: Elevation View of Scenario A Bridge Alternative

The existing substructure geometry documented in the available as-built plans was used to develop a structural model. Analyses included structural capacity, sliding, bearing, and overturning checks and assumed that the as-built information accurately reflects existing conditions.

Proposed Superstructure

To allow reuse of the existing abutments, the replacement bridge was assumed to maintain the existing span length of 87 feet 6 inches. An 8-foot-wide bridge was assumed for evaluation purposes.

Table 2: Assumed Superstructure Parameters for Scenario A

Model	Deck	Length	Width	Total Weight
Connector	Timber	87'-6"	8'-0"	29,660 lb
Connector	Concrete	87'-6"	8'-0"	75,690 lb

Deck

The timber deck alternative (2x8 IPE Select) was assumed for evaluation because it represents the lightest available deck option and minimizes loading on the existing substructure.

Abutment Details

The existing abutments were assumed to remain in place with no modifications affecting their structural capacity or stability. Minor concrete removal may be required to accommodate installation of the new superstructure; however, the extent of removal is not expected to affect the structural performance of the abutments.

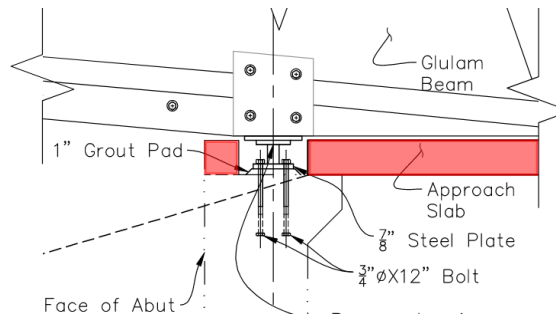


Figure 2: Minor Concrete Removal Potentially Required for Superstructure Installation (Highlighted in Red)

Footing Details

The existing spread footings were assumed to remain unchanged.

Other Considerations

To maintain a minimum vertical clearance of 16 feet between the lowest steel members and San Pablo Avenue, the replacement bridge was assumed to have a larger camber corresponding to an approximate longitudinal slope of approximately 3.75 percent.

Analysis

The existing abutments and footings were evaluated to assess both structural capacity and overall stability.

Structural Capacity

Structural analyses indicated that the existing abutments and spread footings have adequate structural capacity to support the proposed replacement bridge loads, assuming the as-built dimensions and reinforcement details accurately represent existing conditions.

Structural Checks	Flexure, Backwall	No Mu	1.33Mu
	Flexure, Stem (+)	✓ 2.15	1.33Mu
	Flexure, Stem (-)	✓ 3.40	1.33Mu
	Flexure, Footing, Toe	✓ 3.02	1.33Mu
	Flexure, Footing, Heel	✓ 1.37	1.33Mu
	Shear, Backwall	#DIV/0!	STR I A
	Shear, Stem	✓ 6.43	STR I A
	Shear, Footing, Toe	✓ 1.95	STR I C
	Shear Footing, Heel	✓ 2.57	SER I MT

Figure 3: Structural Capacity Results

Structural Deficiencies

Although the existing abutments have sufficient structural capacity to support the proposed superstructure loads, several detailing deficiencies were identified.

The vertical reinforcement extending from the abutment stem into the footing, shown in Figure 4, does not provide sufficient development length (l_d). Because the footing is only 12 inches thick and requires 3 inches of bottom clear cover, a maximum embedment length of approximately 9 inches is available. Calculations indicate that a minimum development length of 14 inches is required.

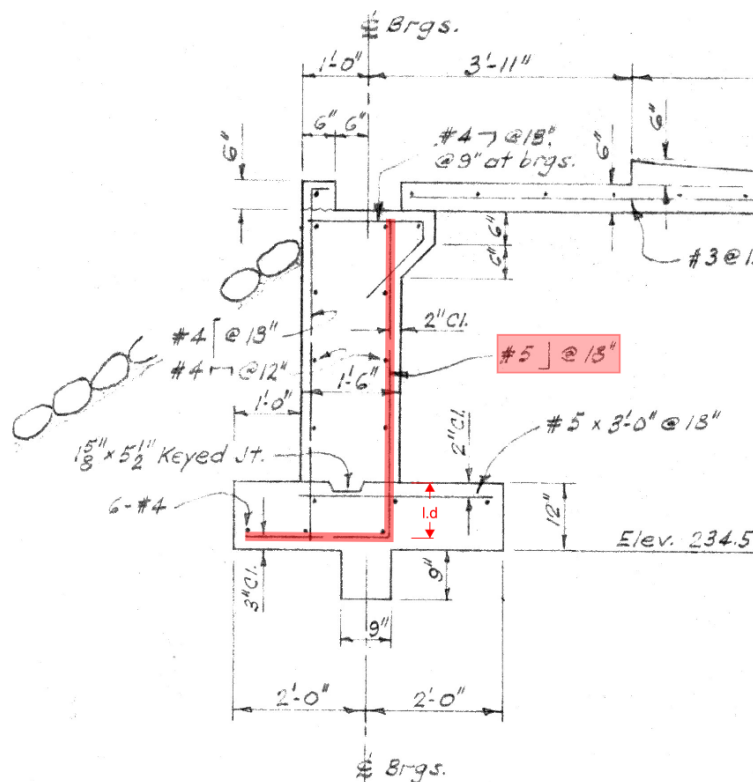


Figure 4: Stability Analysis Results

In addition, the footing does not contain sufficient temperature and shrinkage reinforcement at the top of the toe or the bottom of the heel.

Stability Evaluation

Stability analyses included overturning, sliding, and bearing resistance checks. While the overturning and sliding evaluations met the required criteria, the bearing evaluation indicated insufficient capacity, with a calculated capacity-to-demand ratio (C/D) of 0.89 under Service loading and 0.56 under Strength loading. These results indicate that the existing footing system does not provide sufficient bearing capacity to support the proposed replacement bridge.

Local Stability Checks	Overturning	✓ 1.99	STR II A
	Eccentricity, Toe, STR (Info only)	1.37	STR II A
	Eccentricity, Heel, STR (Info only)	2.58	CON 2
	Eccentricity, Toe, SER	✓ 1.22	SER I T
	Eccentricity, Heel, SER	✓ 4.30	SER I MT
	Bearing Soil Service	✗ 0.89	SER I T
	Bearing Soil Strength	✗ 0.56	STR I C
	Uplift Check	NG	N/A
	Sliding	✓ 1.61	CON I A
	Piles Service (Settlement)	N/A	N/A
	Piles Compression Strength	N/A	N/A
	Piles Tension Service	N/A	N/A
	Piles Tension Strength	N/A	N/A

Figure 5: Stability Analysis Results

According to the Geotechnical Spread Footing Evaluation dated May 20, 2026, the factored nominal bearing resistance of the foundation soil is 5.1 ksf. Due to the increased loading associated with the proposed steel truss superstructure and the relatively small footing dimensions, the existing footing and supporting soil do not provide sufficient bearing resistance for the replacement bridge.

Cost Estimate

Because this alternative was determined to be infeasible due to inadequate foundation bearing capacity, a construction cost estimate was not developed.

Determination

Although the existing abutments satisfy structural, sliding, and overturning requirements, the existing footing system does not provide adequate bearing capacity to support the proposed steel truss replacement bridge. The following issues were encountered:

- Insufficient bearing capacity of the existing foundations
- Insufficient development length of the abutment stem reinforcement within the footing
- Insufficient temperature and shrinkage reinforcement within the footing

Based on the analysis performed and deficiencies identified, **Scenario A is not considered feasible** and is not recommended for further consideration.

SCENARIO “B”: New Superstructure on Retrofitted Existing Abutments

Scenario Description

Scenario B evaluates retaining the existing abutments and spread footings while completing specific retrofits to abutments and footings to provide sufficient structural and geotechnical capacity for a replacement bridge. This alternative was developed to avoid complete replacement of the existing foundations while addressing the deficiencies identified in Scenario A.

Because the replacement bridge must maintain the required minimum vertical clearance over San Pablo Avenue, the bridge profile would be raised relative to the existing structure. As a result, new bridge approaches would be required on both sides of the crossing.

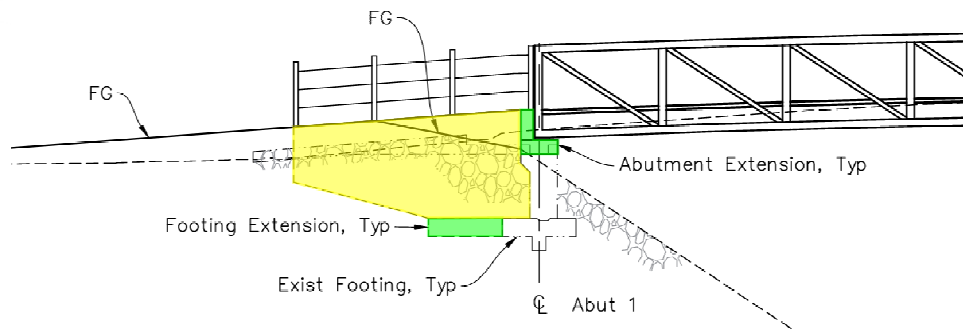


Figure 6: Elevation View of Scenario B Bridge Alternative. (Abutment 1 shown, Abutment 2 similar)

Proposed Superstructure

Similar to Scenario A, the replacement bridge was assumed to maintain the existing span length of 87 feet 6 inches in order to utilize the existing abutment locations. An 8-foot-wide bridge was assumed for evaluation purposes.

Table 3: Assumed Superstructure Parameters for Scenario B

Model	Deck	Length	Width	Total Weight
Connector	Timber	87'-6"	8'-0"	29,660 lb
Connector	Concrete	87'-6"	8'-0"	75,690 lb

Deck

The timber deck alternative was assumed for Scenario B evaluation.

Abutment Modifications

The existing abutments would remain in place but would require modifications to accommodate the new bridge profile and superstructure geometry.

To keep the a standard camber in the new superstructure, the abutment seats would need to be raised approximately 9¼ inches. In addition, the abutment backwalls would require extensions of approximately 1 foot 7½ inches.

The increased bridge elevation would require placement of additional backfill behind the abutments and construction of new approach slabs to transition from the bridge deck to the existing ground surface. Similar to Scenario A, limited concrete removal may be required to facilitate construction of the abutment extensions and provide adequate connection between new and existing concrete.

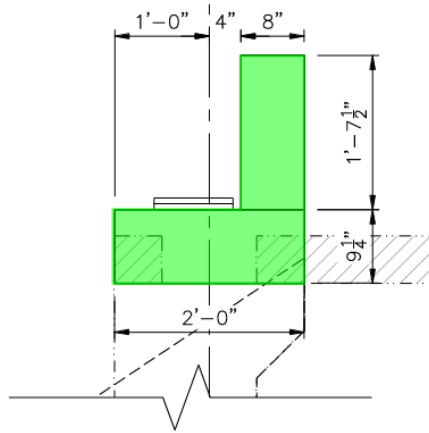


Figure 7: Typical Abutment Extension Details (Green), Concrete Removal Limits (Hatched)

Footing Modifications

The existing spread footings would require extensions to accommodate the bearing demand.

Because the timber and concrete deck alternatives produce substantially different dead loads, the extent of footing modifications varies between the two options. In both cases, the footing would be extended at the heel and along both sides of the footing. The concrete deck alternative would also require an increase in footing thickness.

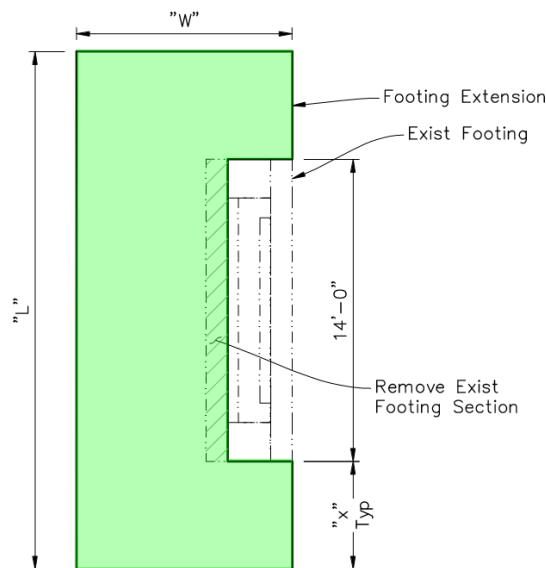


Figure 8: Plan View of Typical Footing Extension Details (Green)

Table 4: Proposed Footing Extension Dimensions

Model	Deck	L	"W"	"D"	"w"	"x"
Connector	Timber	20'-0"	8'-0"	1'-0"	5'-6"	3'-0"
Connector	Concrete	24'-0"	10'-0"	2'-0"	7'-6"	5'-0"

The footing extensions would be connected to the existing footing using drilled and bonded dowels to transfer shear forces between the new and existing concrete.

To provide adequate moment transfer, a portion of the existing footing would need to be removed to expose the reinforcing steel and allow installation of mechanical couplers for positive reinforcement splices.

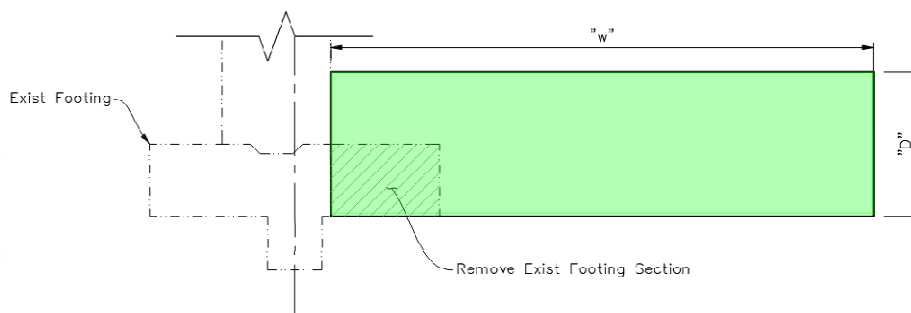


Figure 9: Elevation View of Typical Footing Extension Details (Green)

Other Considerations

Because the bridge profile would be raised and grading modifications would be required at both bridge approaches, the utilities located adjacent to the bridge, including utility poles and manholes, may need to be adjusted to match the proposed finished grades or relocated to accommodate the revised approach geometry.

Analysis

The retrofitted abutments and footings were evaluated for structural capacity and overall stability.

Structural Capacity

Structural analyses indicate that the existing abutments, together with the proposed footing enlargements, provide adequate capacity to support both the timber and concrete deck alternatives.

Structural Deficiencies

The structural detailing deficiencies identified in Scenario A remain applicable because the existing abutment stems would remain in place. These deficiencies include:

- Insufficient development length (l_d) of the vertical reinforcement extending from the abutment stem into the footing.
- Insufficient temperature and shrinkage reinforcement within the footing.

Stability Evaluation

With the proposed footing enlargements, the existing foundations satisfy the required overturning, sliding, and bearing resistance criteria. Stability analyses indicate that adequate capacity can be achieved through the proposed rehabilitation measures.

Cost Estimate

Preliminary construction quantities were developed for the 8-foot-wide bridge alternative.

Construction costs vary depending on the selected deck type. Although the timber deck was used for structural evaluation because it minimizes foundation demands, the concrete deck alternative may be

preferred due to its reduced long-term maintenance requirements. However, the additional dead load associated with a concrete deck necessitates larger footing modifications.

Only the 8-foot-wide bridge option was evaluated for this scenario. A wider bridge would require substantially larger foundation retrofits, resulting in significantly higher construction costs for Scenario B. An 8-foot bridge width is considered adequate to meet the current needs of the project.

The cost includes a 25% contingency and escalation of 6.19% per year. Detailed Construction Cost Estimate is included in the Appendix.

Table 5: 30% Construction Cost Estimates for Scenario B

Deck	Length	Width	Prelim Construction Cost	Mobilization (10%)	Contingency (25%)	Escalation (6.19%)	Total Estimated Cost
Timber	87'-6"	8'-0"	\$617,425	\$67,917	\$171,335	\$53,028	\$909,800
Concrete	87'-6"	8'-0"	\$737,870	\$81,166	\$204,759	\$63,373	\$1,087,200

Steel truss bridge manufacturers offer three coating options: weathering steel, painted steel, and galvanized steel. The total estimated costs presented in Table 5 assume the weathering steel option, which is the most economical alternative. If enhanced corrosion protection is desired, painted or galvanized coatings may be selected and added to the preliminary construction cost as shown in Table 6.

Table 6: Coating Options Available as Adders to Prelim Construction Cost

Model	Length	Width	Adder Option 1: 2-coat Coastal Paint System	Adder Option 2: Galvanized	Adder Option 3: Galvanized & Painted
Connector	87'-6"	8'-0"	\$46,700	\$58,300	\$96,600

The final bridge coating selection should consider initial construction cost, anticipated maintenance requirements, and the project's long-term durability objectives.

Determination

Scenario B is technically feasible and can provide sufficient structural and geotechnical capacity for the replacement bridge. However, implementation would require significant excavation, footing and abutment modifications, grading improvements, and utility adjustments.

In addition, several uncertainties remain, including:

- Unknown existing footing conditions below grade.
- Service life of the existing foundations.
- Potential need for larger footing extensions if a wider bridge is desired.
- Construction complexity associated with tying new concrete and reinforcement into the existing foundations.

While Scenario B can be successfully implemented, the extent of required modifications, construction risks, and uncertainties associated with the existing foundation system make it a less desirable alternative. Therefore, **Scenario B is considered feasible but is not the preferred alternative.**

SCENARIO “C”: New Superstructure on New Abutments Supported by CIDH Piles

Scenario Description

Scenario C evaluates installing a new superstructure supported on new reinforced concrete abutments founded on Cast-In-Drilled-Hole (CIDH) piles. To maintain the required minimum vertical clearance between the lowest steel member and San Pablo Avenue, the replacement bridge profile would be raised relative to the existing structure.

This alternative assumes that the existing abutments would remain in place and would not be incorporated into the new bridge support system.

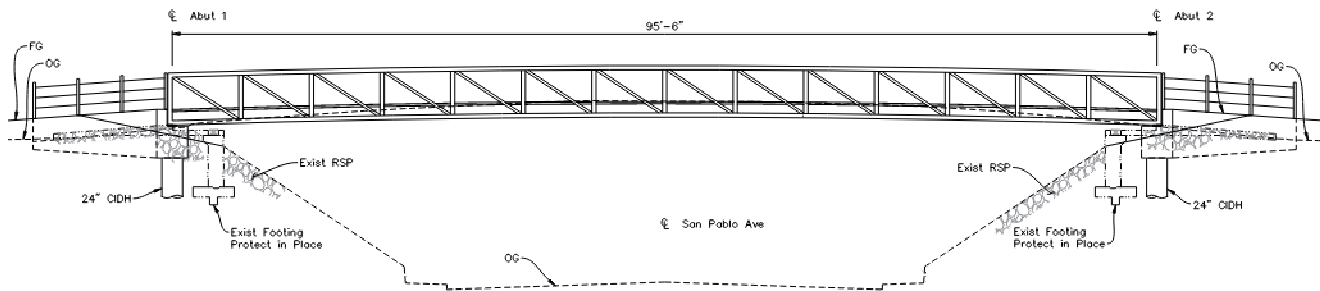


Figure 10: Elevation View of Scenario C Bridge Alternative

Proposed Superstructure

To accommodate the revised bridge profile and new abutment locations, the proposed bridge span would be increased to 95 feet 6 inches. An 8-foot-wide pedestrian bridge was assumed for evaluation purposes; however, a 10-foot-wide alternative could also be accommodated with additional design evaluation.

Table 7: Assumed Superstructure Parameters for Scenario C

Model	Deck	Length	Width	Total Weight
Connector	Timber	95'-6"	8'-0"	33,500 lb
Connector	Concrete	95'-6"	8'-0"	84,210 lb

Deck

The timber deck alternative was assumed for Scenario C evaluation.

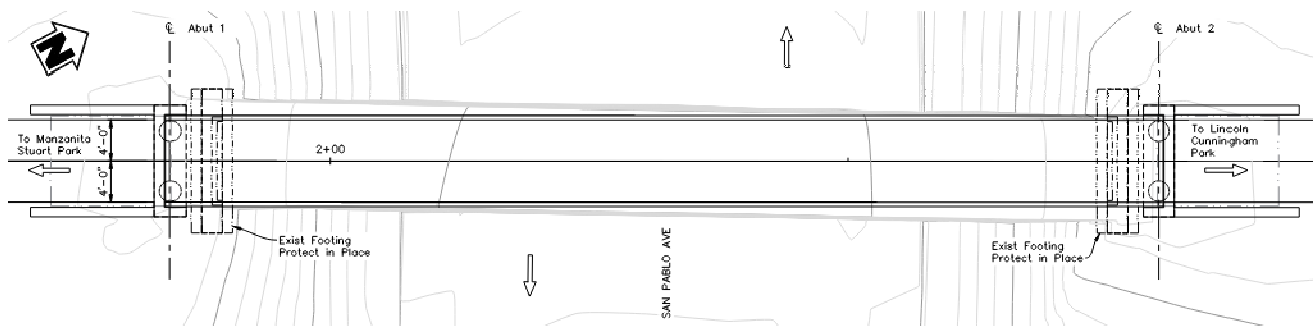


Figure 11: Plan View of Scenario C Bridge Alternative

Abutments

The proposed abutments for the 8-foot-wide bridge alternative would be approximately 10 feet 10 inches long. The backwall would be approximately 1 foot 7½ inches high and 1 foot thick to accommodate the depth of the superstructure, bearing assembly, and required bridge profile.

The abutment stem would be approximately 3 feet 1 inch high, providing sufficient embedment length for the reinforcement extending from the 24-inch CIDH piles into the abutment. The abutment seat would be approximately 2 feet wide, resulting in an overall abutment width of approximately 3 feet.

New abutments would be constructed behind the existing abutments on both sides of the crossing. The existing abutments would remain in place to avoid demolition costs and minimize grading and slope restoration requirements in front of the existing structures.

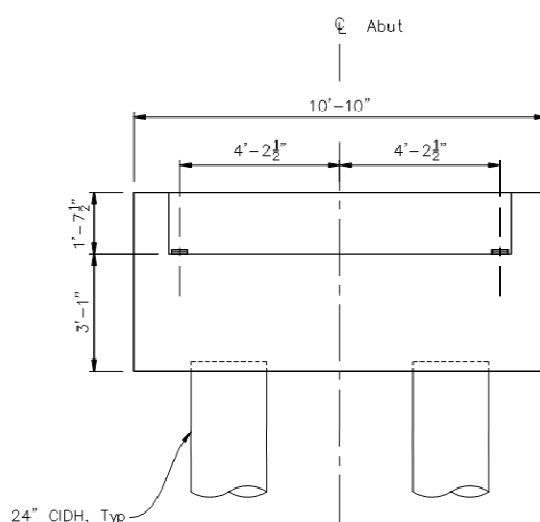


Figure 12: Abutment Typical Section for Scenario C

Pile Details

A deep foundation system consisting of 24-inch CIDH piles was one of the recommendations provided by Crawford in the *Preliminary Foundation Report* dated June 12, 2024. Each abutment would be supported by a single row of two CIDH piles.

Other Considerations

Because the bridge profile would be raised and grading modifications would be required at both bridge approaches, the utilities located adjacent to the bridge, including utility poles and manholes, may need to be adjusted to match the proposed finished grades or relocated to accommodate the revised approach geometry.

Analysis

The proposed abutments and deep foundations were evaluated for structural capacity and overall stability.

Structural Capacity

Structural analyses indicate that the proposed abutments and CIDH pile foundations provide adequate capacity to support both the timber and concrete deck alternatives for the 8-foot-wide bridge configuration. Additional analysis would be required to evaluate a future 10-foot-wide bridge alternative.

Stability Evaluation

Stability analyses indicate that the proposed deep foundations satisfy the required stability criteria and provides adequate capacity for the 8-foot-wide bridge alternative.

Cost Estimate

Construction costs will vary depending on the selected deck type. Although a 10-foot-wide bridge remains a viable option, the 8-foot-wide alternative was used for cost comparison purposes because it satisfies the current project needs.

Unlike Scenarios A and B, this alternative can accommodate a future 10-foot-wide bridge with relatively minor modifications to the overall bridge layout and foundation system.

The cost includes a 25% contingency and escalation of 6.19% per year. Detailed Construction Cost Estimate is included in the Appendix.

Table 8: 30% Construction Cost Estimates for Scenario C

Deck	Length	Width	Prelim Construction Cost	Mobilization (10%)	Contingency (25%)	Escalation (6.19%)	Total Estimated Cost
Timber	95'-6"	8'-0"	\$608,105	\$66,892	\$168,749	\$52,228	\$896,000
Concrete	95'-6"	8'-0"	\$610,755	\$67,183	\$169,485	\$52,455	\$899,900

The total estimated costs presented in Table 8 assume the weathering steel option, which is the most economical alternative. If enhanced corrosion protection is desired, painted or galvanized coatings may be selected and added to the preliminary construction cost as shown in Table 9.

Table 9: Coating Options Available as Adders to Prelim Construction Cost

Model	Length	Width	Adder Option 1: 2-coast Coastal Paint System	Adder Option 2: Galvanized	Adder Option 3: Galvanized & Painted
Connector	95'-6"	8'-0"	\$51,000	\$63,700	\$105,500

The final bridge coating selection should consider initial construction cost, anticipated maintenance requirements, and the project's long-term durability objectives.

Determination

Scenario C presents the fewest construction challenges and the lowest level of uncertainty among the alternatives evaluated. By utilizing new abutments supported on CIDH piles, this alternative eliminates reliance on the existing foundation system while providing greater flexibility for future bridge width and span configurations.

Compared to the other feasible alternatives, Scenario C offers the following advantages:

- Lowest estimated construction cost for both timber and concrete deck options.
- Minimal excavation and disturbance to existing soils.
- Smallest foundation footprint among the feasible alternatives.
- Longest anticipated service life.

- Reduced construction risk and uncertainty associated with existing foundation conditions.
- Simplified construction and improved constructability.
- Ability to accommodate future bridge widening with relatively minor modifications.
- All structural components can be designed to fully satisfy current design standards.

Based on the structural analyses, constructability review, and cost evaluation, **Scenario C is considered feasible and is the preferred alternative.**

CONCLUSION

Three alternatives were evaluated to determine the most feasible approach for replacing the Cunningham Park Pedestrian Overcrossing and restoring pedestrian access across San Pablo Avenue.

Scenario A evaluated reuse of the existing abutments and spread footings without modification. Although the existing abutments were found to have adequate structural capacity, the existing footing system does not provide sufficient bearing resistance to support the proposed replacement bridge. In addition, several reinforcement detailing deficiencies were identified. As a result, Scenario A was determined to be infeasible and was eliminated from further consideration.

Scenario B evaluated retaining the existing abutments and footings while implementing structural and geotechnical retrofits to address the deficiencies identified in Scenario A. Analyses indicated that adequate capacity could be achieved through footing enlargements and abutment modifications. However, this alternative would require substantial excavation, reconstruction of portions of the existing foundations, utility adjustments, and extensive grading improvements. In addition, uncertainties related to the condition and long-term performance of the existing foundations remain. While feasible, Scenario B presents greater construction complexity, risk, and cost compared to other alternatives.

Scenario C evaluated construction of new reinforced concrete abutments supported on CIDH piles while leaving the existing abutments in place. Structural and stability analyses indicate that the proposed foundation system provides adequate capacity for the replacement bridge while not relying on existing structures. This alternative offers the greatest flexibility with new bridge width length, requires the least amount of excavation and eliminates many of the uncertainties associated with reuse of the existing foundations.

Based on the structural analyses, constructability review, and comparative cost evaluation, Scenario C is the preferred alternative for the following reasons:

- Lowest overall estimated construction cost for both timber and concrete deck options.
- Longest anticipated service life.
- Least dependence on unknown existing foundation conditions.
- Simplified construction and reduced construction risk.
- Minimal excavation and soil disturbance.
- Ability to accommodate either an 8-foot-wide or 10-foot-wide bridge configuration with relatively minor design modifications.
- New structural elements can be designed to fully satisfy current design standards.

Based on the evaluation performed, **Scenario C is recommended for final design and implementation.**

APPENDIX A

GENERAL PLAN – SCENARIO A

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
5	MON			2	3

REGISTERED CIVIL ENGINEER

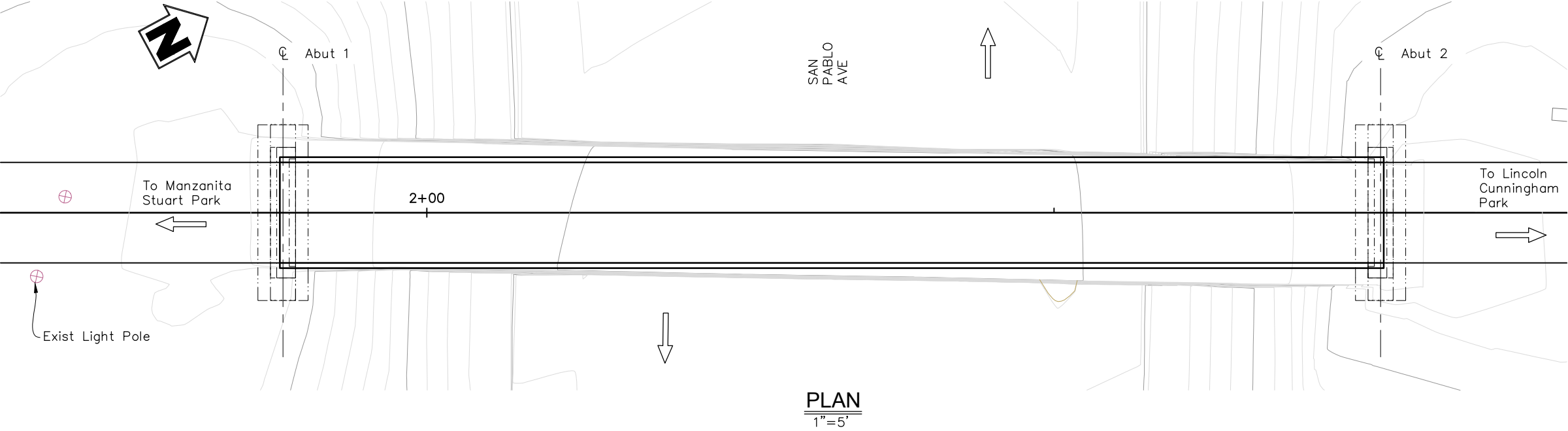
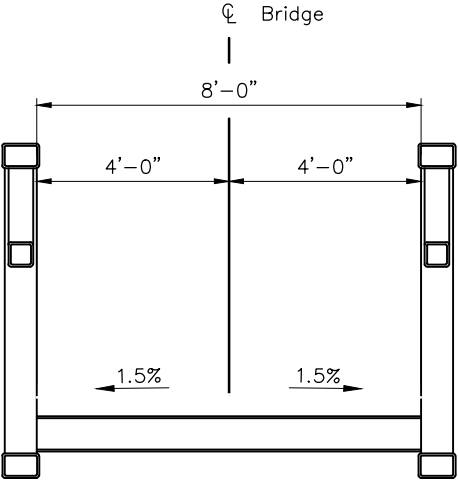
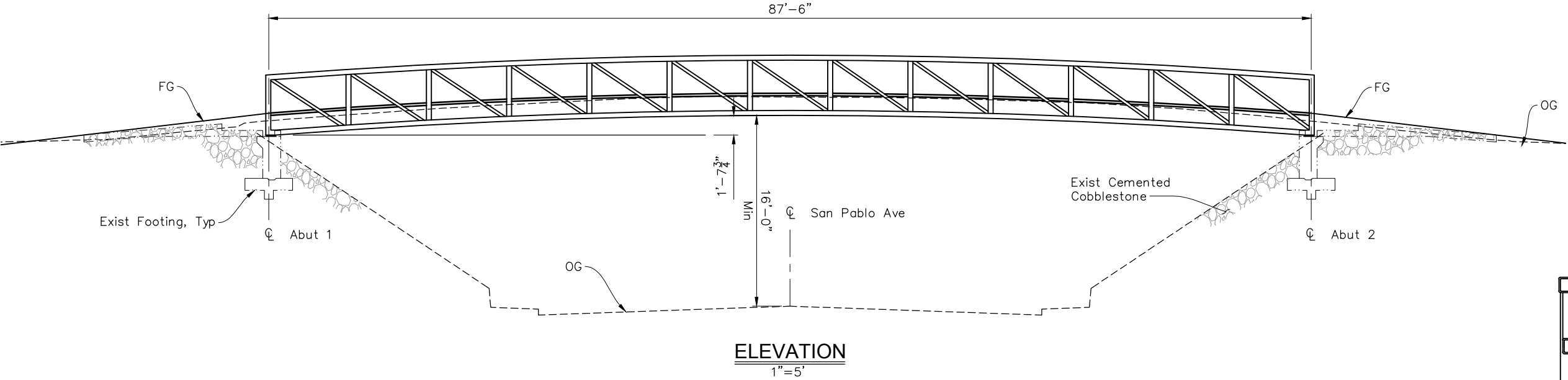
DATE

PLANS APPROVAL DATE

THE CITY OF SEASIDE OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
No. 91645
CIVIL
STATE OF CALIFORNIA

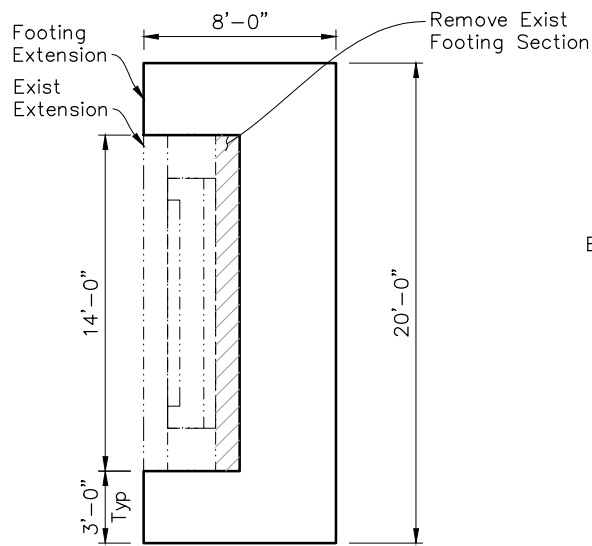
11017 COBBLEROCK DRIVE, SUITE 100
RANCHO CORDOVA, CA 95670
P: 916.368.9181



Note:
The Contractor shall verify all
controlling field dimensions before
ordering or fabricating any material.

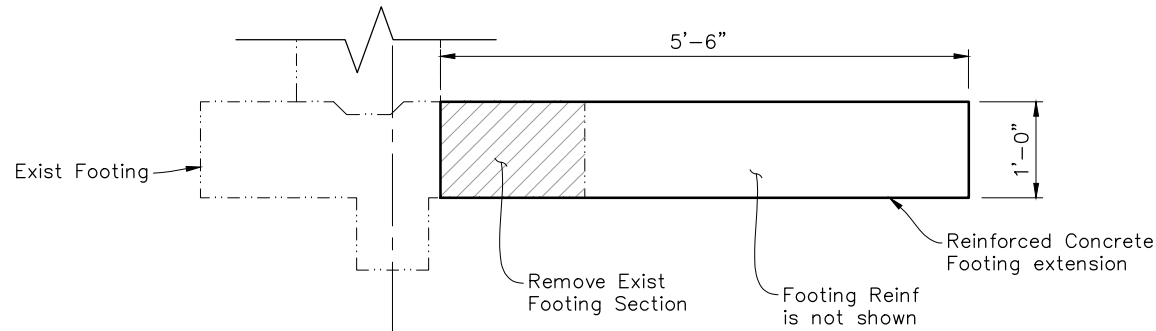
		DESIGN	BY Alex Zubarev	CHECKED	LOAD & RESISTANCE FACTOR DESIGN		LIVE LOADING: N/A		PREPARED FOR THE CITY OF SEASIDE CALIFORNIA	GAVIN KEATING PROJECT ENGINEER	BRIDGE NO.	GENERAL PLAN - SCENARIO A								
DESIGN OVERSIGHT		DETAILS	BY Alex Zubarev	CHECKED	LAYOUT	BY	CHECKED	44C-0104												
SIGN OFF DATE		QUANTITIES	BY	CHECKED	SPECIFICATIONS	BY	PLANS AND SPECS COMPARED	POST MILE			SAN PABLO AVE POC									
DESIGN DETAIL SHEET (ENGLISH) (REV.7/16/10)											UNIT:	PROJECT NUMBER & PHASE:	CONTRACT NO.:	DISREGARD PRINTS BEARING EARLIER REVISION DATES		REVISION DATES		SHEET	OF	
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS											0 1 2 3								2	3

GENERAL PLAN – SCENARIO B (TIMBER)



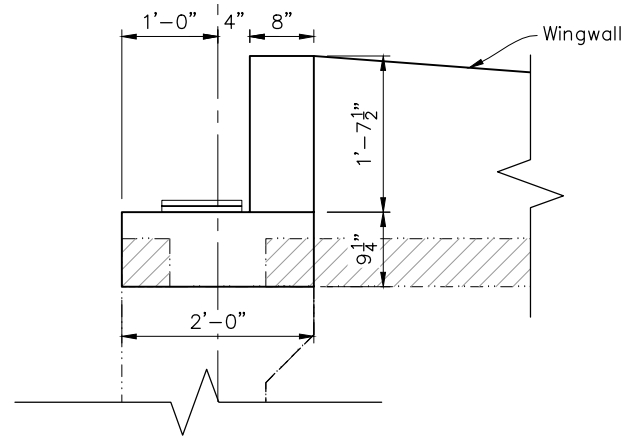
FOOTING EXTENSION DETAIL - PLAN

1"=4'
Abut 2 shown, Abut 1 similar.



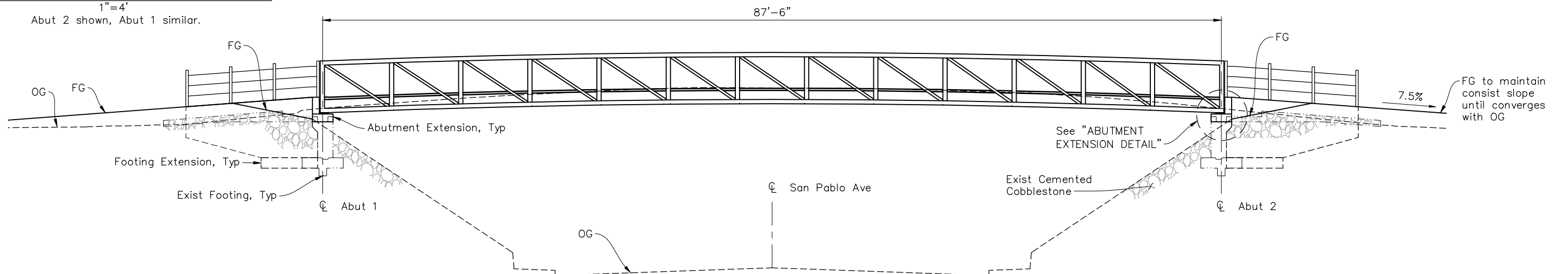
FOOTING EXTENSION DETAIL - ELEVATION

1"=1'
Abut 2 shown, Abut 1 similar.



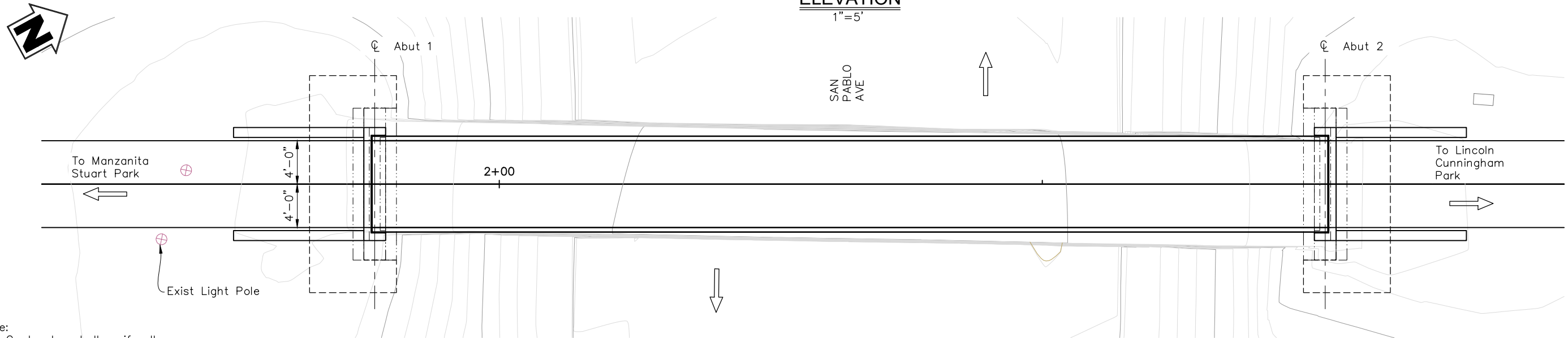
ABUTMENT EXTENSION DETAIL

1"=1'
Abut 2 shown, Abut 1 similar.



ELEVATION

1"=5'



PLAN

1"=5'

Note:
The Contractor shall verify all
controlling field dimensions before
ordering or fabricating any material.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
5	MON			2	3

REGISTERED CIVIL ENGINEER

DATE

PLANS APPROVAL DATE

THE CITY OF SEASIDE OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

11017 COBBLEROCK DRIVE, SUITE 100
RANCHO CORDOVA, CA 95670
P: 916.368.9181

REGISTERED PROFESSIONAL ENGINEER

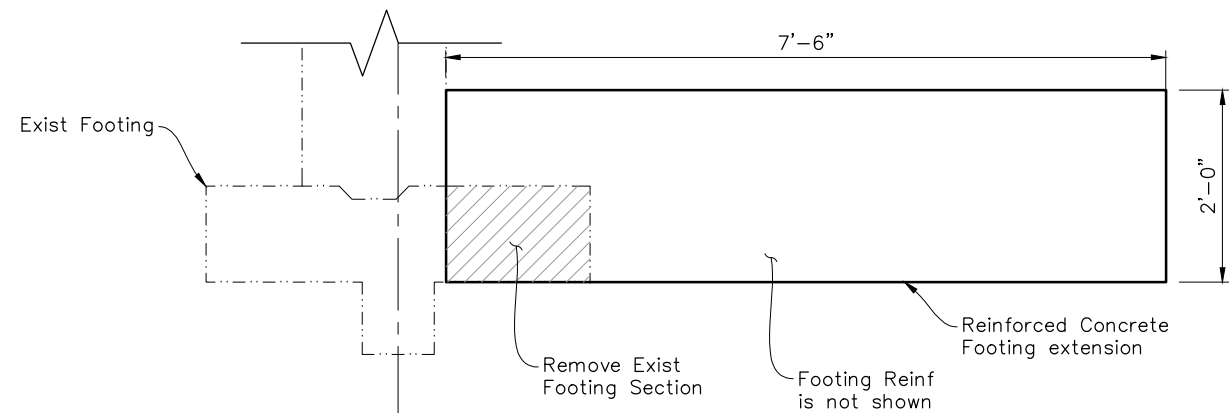
No. 91645

CIVIL

STATE OF CALIFORNIA

DESIGN OVERSIGHT	DESIGN	BY Alex Zubarev	CHECKED	LOAD & RESISTANCE FACTOR DESIGN	LIVE LOADING: N/A	PREPARED FOR THE CITY OF SEASIDE CALIFORNIA	GAVIN KEATING PROJECT ENGINEER	BRIDGE NO. 44C-0104	GENERAL PLAN - SCENARIO B (TIMBER)			
SIGN OFF DATE	DETAILS	BY Alex Zubarev	CHECKED	LAYOUT	BY			POST MILE	SAN PABLO AVE POC			
	QUANTITIES	BY	CHECKED	SPECIFICATIONS	BY							
DESIGN DETAIL SHEET (ENGLISH) (REV.7/16/10)						ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	UNIT: PROJECT NUMBER & PHASE:	CONTRACT NO.:	DISREGARD PRINTS BEARING EARLIER REVISION DATES			
						0 1 2 3	FILE S:\Client\Whitson\D232079CA - San Pablo Ave POC Replacement\500-Design\505 - CADD Files\D232079CA-raa-gp01.dwg			REVISION DATES	SHEET 2	OF 3

GENERAL PLAN – SCENARIO B (CONC)



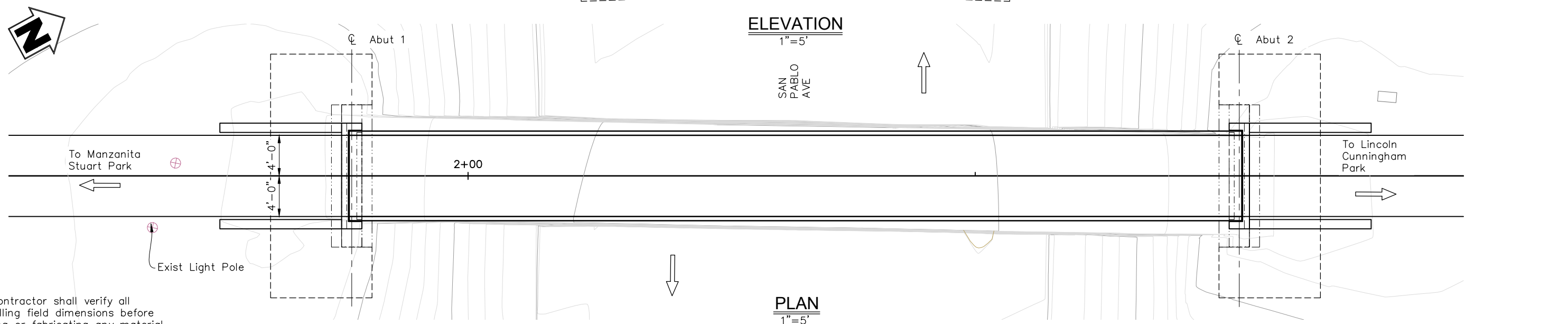
$$1''=1'$$

Abut 2 shown, Abut 1 similar.


$$1''=1'$$

Abut 2 shown, Abut 1 similar.

$1''=4'$
Abut 2 shown, Abut 1 similar.



Note:
The Contractor shall verify all
controlling field dimensions before
ordering or fabricating any material.

DESIGN OVERSIGHT	DESIGN	BY Alex Zubarev	CHECKED	LOAD & RESISTANCE FACTOR DESIGN		LIVE LOADING: N/A		PREPARED FOR THE CITY OF SEASIDE CALIFORNIA	GAVIN KEATING PROJECT ENGINEER	BRIDGE NO.	GENERAL PLAN - SCENARIO B (CONC) SAN PABLO AVE POC															
	DETAILS	BY Alex Zubarev	CHECKED	LAYOUT	BY	CHECKED	44C-0104																			
	QUANTITIES	BY	CHECKED	SPECIFICATIONS	BY	PLANS AND SPECS COMPARED	POST MILE																			
	SIGN OFF DATE																									
DESIGN DETAIL SHEET (ENGLISH) (REV:7/16/10)								ORIGINAL SCALE IN INCHES FOR REDUCED PLANS	0	1	2	3	UNIT: PROJECT NUMBER & PHASE:	CONTRACT NO.:	DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES				SHEET	OF					
																									2	3

GENERAL PLAN – SCENARIO C (TIMBER)

LEGEND:
 24" CIDH

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
5	MON			2	3

REGISTERED CIVIL ENGINEER

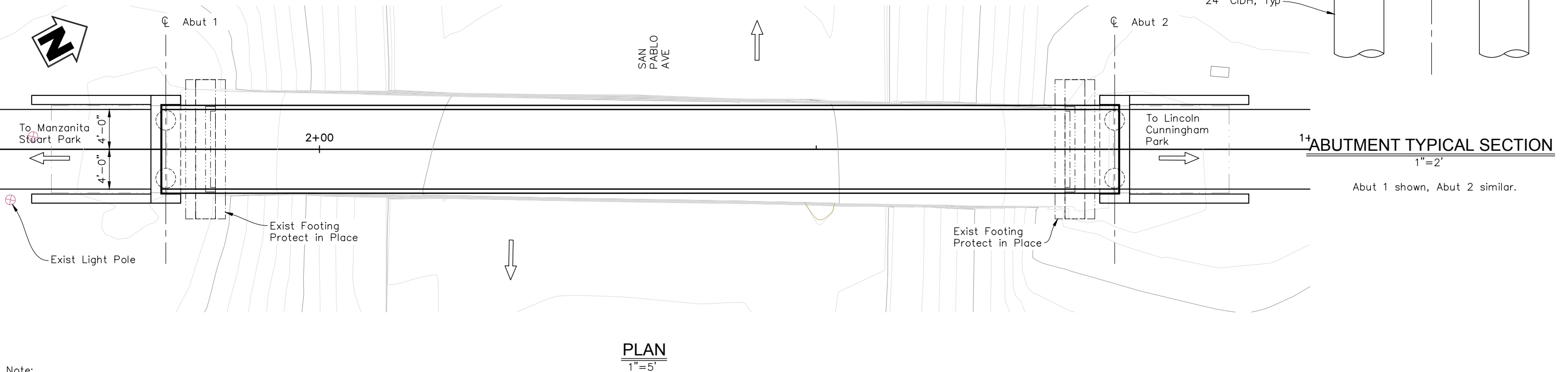
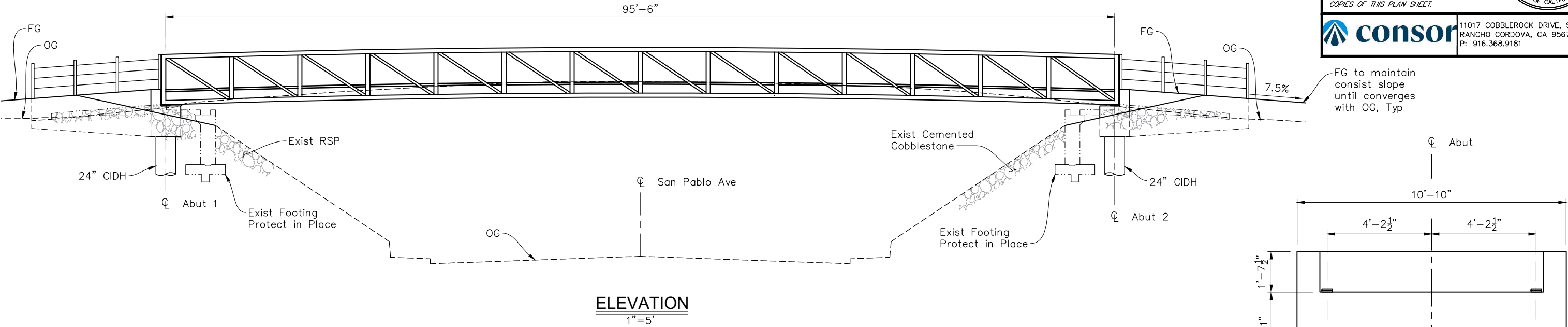
DATE

PLANS APPROVAL DATE

THE CITY OF SEASIDE OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.



 11017 COBBLEROCK DRIVE, SUITE 100
RANCHO CORDOVA, CA 95670
P: 916.368.9181



Note:
The Contractor shall verify all
controlling field dimensions before
ordering or fabricating any material.

	DESIGN	BY Alex Zubarev	CHECKED	LOAD & RESISTANCE FACTOR DESIGN		LIVE LOADING: N/A		PREPARED FOR THE CITY OF SEASIDE CALIFORNIA	GAVIN KEATING PROJECT ENGINEER	BRIDGE NO.	GENERAL PLAN - SCENARIO C (TIMBER)			
DESIGN OVERSIGHT	DETAILS	BY Alex Zubarev	CHECKED	LAYOUT	BY	CHECKED	44C-0104							
SIGN OFF DATE	QUANTITIES	BY	CHECKED	SPECIFICATIONS	BY	PLANS AND SPECS COMPARED	POST MILE			SAN PABLO AVE POC				
DESIGN DETAIL SHEET (ENGLISH) (REV.7/16/10)														UNIT: PROJECT NUMBER & PHASE:
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS								0 1 2 3		REVISION DATES		SHEET 2 OF 3		

GENERAL PLAN – SCENARIO C (CONC)

LEGEND:
 24" CIDH

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
5	MON			2	3

REGISTERED CIVIL ENGINEER

DATE

PLANS APPROVAL DATE

THE CITY OF SEASIDE OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.



11017 COBBLEROCK DRIVE, SUITE 100
RANCHO CORDOVA, CA 95670
P: 916.368.9181

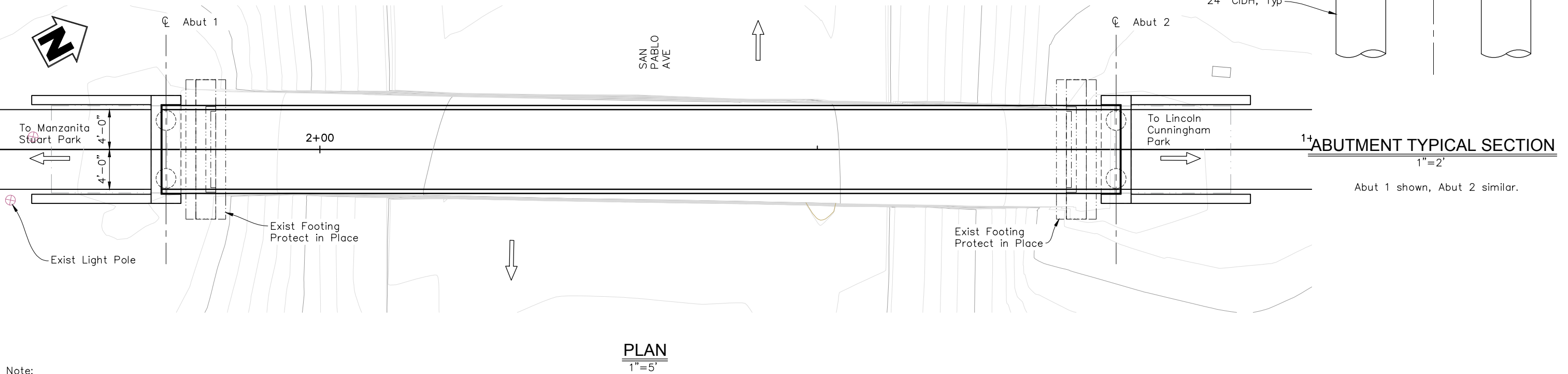
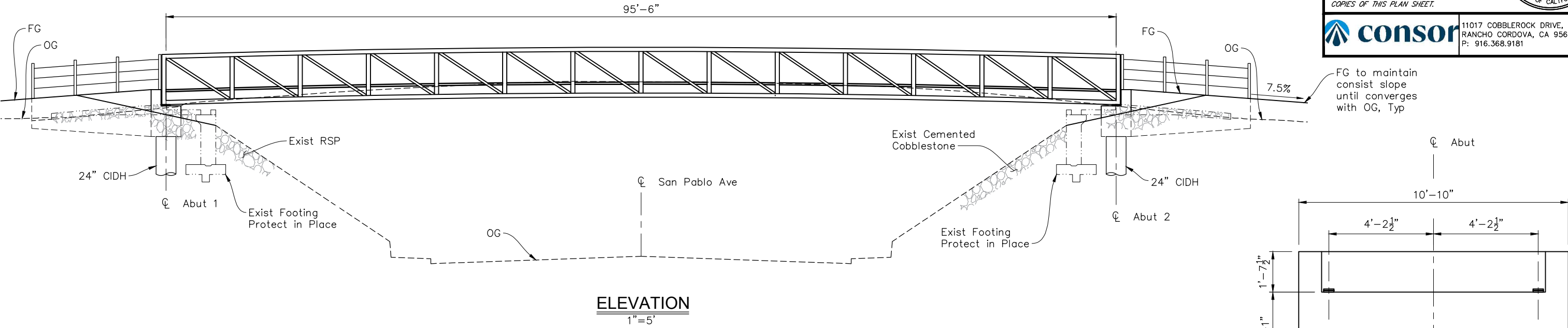
REGISTERED PROFESSIONAL ENGINEER

GAVIN KEATING

No. 91645

CIVIL

STATE OF CALIFORNIA



Note:
The Contractor shall verify all
controlling field dimensions before
ordering or fabricating any material.

	DESIGN	BY Alex Zubarev	CHECKED	LOAD & RESISTANCE FACTOR DESIGN		LIVE LOADING: N/A		PREPARED FOR THE CITY OF SEASIDE CALIFORNIA	GAVIN KEATING PROJECT ENGINEER	BRIDGE NO.	GENERAL PLAN - SCENARIO C (CONC) SAN PABLO AVE POC								
DESIGN OVERSIGHT	DETAILS	BY Alex Zubarev	CHECKED	LAYOUT	BY	CHECKED	44C-0104												
SIGN OFF DATE	QUANTITIES	BY	CHECKED	SPECIFICATIONS	BY	PLANS AND SPECS COMPARED	POST MILE												
DESIGN DETAIL SHEET (ENGLISH) (REV.7/16/10)										UNIT: PROJECT NUMBER & PHASE:		CONTRACT NO.:		DISREGARD PRINTS BEARING EARLIER REVISION DATES		REVISION DATES		SHEET	OF
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS										0 1 2 3				→				2	3
FILE S:\Client\Whitson\D232079CA - San Pablo Ave POC Replacement\500-Design\505 - CADD Files\D232079CA-raa-gp02c.dwg																			
Packet Page 880																			

TIME PLOTTED 11:56:16 AM
DATE PLOTTED 6/11/2026 11:56:16 AM
USERNAME Alex.Zubarev

APPENDIX B

COST ESTIMATE – SCENARIO B (TIMBER)



San Pablo Ave POC Replacement - SCENARIO B (TIMBER)

30% Construction Cost Estimate

Date 6/10/2026Cost Year 2027Project No. D232079CA
Project Manager Scott McCauley

Item No.		Item Code	Item Description	Unit	Quantity	Unit Price	Total
1		153121	REMOVE CONCRETE (CY)	CY	1	\$ 2,300	\$ 2,300
2	F	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	50	\$ 385	\$ 19,250
3	F	193003	STRUCTURE BACKFILL (BRIDGE)	CY	190	\$ 385	\$ 73,150
4	F	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	8	\$ 3,800	\$ 30,400
5	F	510053	STRUCTURAL CONCRETE, BRIDGE	CY	16	\$ 3,800	\$ 60,800
6		511111	DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)(LF)	LF	165	\$ 160	\$ 26,400
7	F	520102	BAR REINFORCING STEEL (BRIDGE)	LB	3890	\$ 3	\$ 9,725
8	###	550200	FURNISH PREFABRICATED STEEL TRUSS (BRIDGE)	LS	LUMP SUM	\$ 219,400	\$ 219,400
9		550201	ERECT PREFABRICATED STEEL TRUSS (BRIDGE)	LS	LUMP SUM	\$ 100,000	\$ 100,000
10	F	839521	CABLE RAILING	LF	52	\$ 500	\$ 26,000
11		870200	LIGHTING SYSTEM	LS	LUMP SUM	\$ 50,000	\$ 50,000
12						\$ -	
13						\$ -	
14						\$ -	
15		999990	MOBILIZATION	LS	LUMP SUM	\$ -	\$ 67,917
						SUBTOTAL CONTRACT	\$ 685,342
SUPPLEMENTAL WORK							
16						\$ -	
17						\$ -	
18						\$ -	
						SUBTOTAL SUPPLEMENTAL WORK	\$ -
						PROJECT SUBTOTAL	\$ 685,342
						CONTINGENCY 25%	\$ 171,335
						ESCALATION 1 Years at 6.19% Per Year	\$ 53,028
						TOTAL	\$ 909,800

Bridge Quantities By: A. Zubarev

Bridge Check By:

Road Quantities By:

Road Check By:

COST ESTIMATE – SCENARIO B (CONC)



San Pablo Ave POC Replacement - SCENARIO B (CONC)

30% Construction Cost Estimate

Date 6/10/2026

Cost Year 2027

Project. No. D232079CA
Project Manager Scott McCauley

Item No.		Item Code	Item Description	Unit	Quantity	Unit Price	Total
1		153121	REMOVE CONCRETE (CY)	CY	3	\$ 2,300	\$ 6,900
2	F	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	76	\$ 385	\$ 29,260
3	F	193003	STRUCTURE BACKFILL (BRIDGE)	CY	195	\$ 385	\$ 75,075
4	F	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	31	\$ 3,800	\$ 117,800
5	F	510053	STRUCTURAL CONCRETE, BRIDGE	CY	29	\$ 3,800	\$ 110,200
6		511111	DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)(LF)	LF	181	\$ 160	\$ 28,960
7	F	520102	BAR REINFORCING STEEL (BRIDGE)	LB	12830	\$ 3	\$ 32,075
8	###	550200	FURNISH PREFABRICATED STEEL TRUSS (BRIDGE)	LS	LUMP SUM	\$ 161,600	\$ 161,600
9		550201	ERECT PREFABRICATED STEEL TRUSS (BRIDGE)	LS	LUMP SUM	\$ 100,000	\$ 100,000
10	F	839521	CABLE RAILING	LF	52	\$ 500	\$ 26,000
11		870200	LIGHTING SYSTEM	LS	LUMP SUM	\$ 50,000	\$ 50,000
12						\$ -	
13						\$ -	
14						\$ -	
15		999990	MOBILIZATION	LS	LUMP SUM	\$ -	\$ 81,166
						SUBTOTAL CONTRACT	\$ 819,036
SUPPLEMENTAL WORK							
16						\$ -	
17						\$ -	
18						\$ -	
						SUBTOTAL SUPPLEMENTAL WORK	\$ -
						PROJECT SUBTOTAL	\$ 819,036
						CONTINGENCY 25%	\$ 204,759
						ESCALATION 1 Years at 6.19% Per Year	\$ 63,373
						TOTAL	\$ 1,087,200

Bridge Quantities By: A. Zubarev

Bridge Check By:

Road Quantities By:

Road Check By:

COST ESTIMATE – SCENARIO C (TIMBER)

San Pablo Ave POC Replacement - SCENARIO C (TIMBER)

30% Construction Cost Estimate

Date 6/10/2026

Cost Year 2027

Project No. D232079CA
Project Manager Scott McCauley

Item No.		Item Code	Item Description	Unit	Quantity	Unit Price	Total
1						\$ -	
2	F	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	24	\$ 285	\$ 6,840
3	F	193003	STRUCTURE BACKFILL (BRIDGE)	CY	190	\$ 285	\$ 54,150
4		490603	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	182	\$ 420	\$ 76,440
5	F	510053	STRUCTURAL CONCRETE, BRIDGE	CY	16	\$ 3,800	\$ 60,800
6	F	520102	BAR REINFORCING STEEL (BRIDGE)	LB	2230	\$ 3	\$ 5,575
7		550200	FURNISH PREFABRICATED STEEL TRUSS (BRIDGE)	LS	LUMP SUM	\$ 228,300	\$ 228,300
8		550201	ERECT PREFABRICATED STEEL TRUSS (BRIDGE)	LS	LUMP SUM	\$ 100,000	\$ 100,000
9		839521	CABLE RAILING	LF	52	\$ 500	\$ 26,000
10		870200	LIGHTING SYSTEM	LS	LUMP SUM	\$ 50,000	\$ 50,000
11						\$ -	
12						\$ -	
13						\$ -	
14		999990	MOBILIZATION	LS	LUMP SUM	\$ -	\$ 66,892
						SUBTOTAL CONTRACT	\$ 674,997
SUPPLEMENTAL WORK							
15						\$ -	
16						\$ -	
17						\$ -	
						SUBTOTAL SUPPLEMENTAL WORK	\$ -
						PROJECT SUBTOTAL	\$ 674,997
						CONTINGENCY 25%	\$ 168,749
						ESCALATION 1 Years at 6.19% Per Year	\$ 52,228
						TOTAL	\$ 896,000

Bridge Quantities By: A. Zubarev

Bridge Check By:

Road Quantities By:

Road Check By:

COST ESTIMATE – SCENARIO C (CONC)

San Pablo Ave POC Replacement - SCENARIO C (CONC)

30% Construction Cost Estimate

Date 6/10/2026

Cost Year 2027

Project No. D232079CA
Project Manager Scott McCauley

Item No.		Item Code	Item Description	Unit	Quantity	Unit Price	Total
1						\$ -	
2	F	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	24	\$ 285	\$ 6,840
3	F	193003	STRUCTURE BACKFILL (BRIDGE)	CY	190	\$ 285	\$ 54,150
4		490603	24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	182	\$ 420	\$ 76,440
5	F	510053	STRUCTURAL CONCRETE, BRIDGE	CY	30	\$ 3,800	\$ 114,000
6	F	520102	BAR REINFORCING STEEL (BRIDGE)	LB	6050	\$ 3	\$ 15,125
7		550200	FURNISH PREFABRICATED STEEL TRUSS (BRIDGE)	LS	LUMP SUM	\$ 168,200	\$ 168,200
8		550201	ERECT PREFABRICATED STEEL TRUSS (BRIDGE)	LS	LUMP SUM	\$ 100,000	\$ 100,000
9		839521	CABLE RAILING	LF	52	\$ 500	\$ 26,000
10		870200	LIGHTING SYSTEM	LS	LUMP SUM	\$ 50,000	\$ 50,000
11						\$ -	
12						\$ -	
13						\$ -	
14		999990	MOBILIZATION	LS	LUMP SUM	\$ -	\$ 67,183
						SUBTOTAL CONTRACT	\$ 677,938
SUPPLEMENTAL WORK							
15						\$ -	
16						\$ -	
17						\$ -	
						SUBTOTAL SUPPLEMENTAL WORK	\$ -
						PROJECT SUBTOTAL	\$ 677,938
						CONTINGENCY 25%	\$ 169,485
						ESCALATION 1 Years at 6.19% Per Year	\$ 52,455
						TOTAL	\$ 899,900

Bridge Quantities By: A. Zubarev

Bridge Check By:

Road Quantities By:

Road Check By:

APPENDIX C

PRELIMINARY FOUNDATION RECOMMENDATIONS

June 12, 2024
Crawford File No. 24-1052.1

To: Scott McCauley, P.E.
Conсор Engineering

From: Keiko Lewis, P.E. and Eric Nichols, P.E., C.E.G.

Subject: Preliminary Foundation Recommendations
Cunningham POC Bridge Replacement
City of Seaside, California

The following summarizes subsurface foundation conditions and provides preliminary foundation data for your consideration in bridge type selection.

SUBSURFACE CONDITIONS

Based on borings completed for this project, subsurface materials are separated into two general soil units considered significant to the new bridge foundations.

Unit 1 materials generally consist of medium dense silty sand and sand with silt. These materials were encountered from the ground surface to depths of 23.5 ft (elev. 218.0 ft) in the south abutment boring and 13.0 ft (elev. 228.2 ft) in the north abutment boring. Existing fill material was encountered in the upper 16± ft and 13± ft of those borings, respectively.

Unit 2 materials generally consist of dense to very dense sand, sand with silt, and silty sand. These materials were encountered below Unit 1 in the exploratory borings to the maximum depth explored (86.5±ft; lowest elev. 154.7 ft).

No groundwater was encountered in the borings completed for this study.

PRELIMINARY FOUNDATION RECOMMENDATIONS

Based on the boring data generated for this study as summarized above, site conditions are considered suitable for structure support by means of driven piles (precast concrete or steel pipe piles) and cast-in-drilled hole (CIDH) piles. However, vibration and noise associated with driven piles may impact nearby residences and restrict their use at the project location. Spread footing foundations for new bridge support are not considered suitable since the project site is in a high seismic area and soils to as deep as 25 ft are classified as Class 2 (non-competent soils). Caltrans precludes the use of shallow foundations in Class 2 soils unless an exception is granted.

Liquefaction potential and associated secondary seismic affects (e.g., settlement, downdrag) are not design considerations for this site/project based on the boring data.

Preliminary bridge foundation alternatives are discussed below.



DRIVEN PILES

The use of Caltrans Standard Class 90, 140, and 200 displacement type piles such as concrete (Alt. X) and closed-end steel pipe (Alt. V) piles are considered suitable for use at this site. Such piles are expected to readily achieve bearing within the underlying dense and very dense Unit 2 soils. Very dense soils are indicated below about elev. 210 ft at the south abutment and about elev. 200 ft at the north abutment. Therefore, such piles would be expected to experience hard driving within Unit 2 soils above specified tip elevation that could result in short piles and/or pile damage. Undersize drilling to assist pile driving might be necessary, particularly for concrete piles at the south abutment, in order to achieve design pile tip elevation.

For driven open-ended steel pipe piles, the use of Caltrans Standard Class 90, 140, and 200 piles are considered feasible for use at this site and would likely plug during driving, essentially acting like displacement type piles. Based on our past project experience, the drivability of Caltrans' Standard Plan open-ended steel pipe piles is not a concern where the soil blow count (N_{60} value) is less than 60 bpf. Boring data generated for this site/project indicate N_{60} values greater than 60 bpf were encountered below about elev. 210 at the south abutment and about elev. 200 ft at the north abutment. Therefore, such piles would be expected to experience some hard driving within Unit 2 soils above specified tip with the option of center relief drilling to achieve specified tip if needed. Conversely, steel pipe piles (both open and closed end) could be cut-off in the event of hard driving and essential pile refusal.

Steel H-sections are also considered technically feasible at this site; however, as non-displacement piles, they would likely require greater penetration than concrete and steel displacement-type piles of the same load capacity. H-Piles also typically exhibit greater driving variability that make prediction of pile tip elevations difficult.

Preliminary estimated pile tip elevations and pile lengths are provided in the table below. The pile tip elevations would vary depending on actual loading and pile cut-off elevation.

Pile Type	Nominal Pile Resistance (Axial) kips	Estimated Pile Tip Elevation feet	Estimated Pile Length feet
Class 90 (Alt. X, T=14" or Alt. V)	180	215 - 210	20 - 25
Class 90 (Alt. W)		195 - 190	45 - 50
Class 140 (Alt. X, T=14" or Alt. V)	280	210 - 205	25 - 30
Class 140 (Alt. W)		180 - 175	60 - 65
Class 200 (Alt. X)	400	205 - 200	30 - 35
Class 200 (Alt. W)		175 - 170	65 - 70

CAST-IN-DRILLED-HOLE PILES

If noise and vibration restrictions preclude the use of driven piles at this site, then CIDH piles can provide adequate axial geotechnical resistance and minimize construction noise and vibration. Such piles would achieve support within the underlying dense soil through side friction. Since no groundwater was encountered in the borings completed for this study, the use of Caltrans Standard 16-inch diameter CIDH piles installed in “dry” holes is considered acceptable. Use of 24-inch diameter CIDH piles could also be used. Granular soils susceptible to caving are identified in the borings and the use of temporary casing will likely be required for ground control during construction. Temporary casing could be installed by oscillation/rotation to limit noise/vibration. Preliminary estimated tip elevations and lengths for CIDH piles are provided in the table below. The pile tip elevations would vary depending on actual loading and pile cut-off elevation.

Pile Type	Nominal Pile Resistance (Axial) kips	Estimated Pile Tip Elevation feet	Estimated Pile Length feet
16-inch CIDH	280	195 - 200	35 - 40
24-inch CIDH	400	195 - 200	35 - 40

APPENDIX D

SPREAD FOOTING EVALUATION

Project: Cunningham POC Bridge Replacement
Job No.: 24-1052.1
Date: 5/20/26

Subject: Abutment 1 and 2 Spread Footing Evaluation Results

BEARING RESISTANCE

Table 1: As-Built Foundation Data and Bearing Resistance

Support Location	Footing Size (ft)		Bottom of Footing Elevations (ft)	Estimated Footing Embedment Depth (ft)	Strength Limit State $\phi_b = 0.45$	Extreme Event Limit State $\phi_b = 1.00$
	B	L			Factored Gross Nominal Bearing Resistance ³ (ksf)	Factored Gross Nominal Bearing Resistance ³ (ksf)
Abut 1 & 2	4.0	14.0	234.5	3.0	2.2	5.1

Based on 1965 As-Built plans, existing footing width of 4 feet was used for our evaluation. The minimum footing embedment depth of 3.0 feet was assumed based on our observations at the site. The soil parameters were developed based on our 2024 field exploration including borings A-24-001 and R-24-002 at the abutment location.

The nominal bearing resistance was determined using the theoretical method formula (Munfakh, et al., 2001) presented in Section 10.6.3.1.2 of the AASHTO LRFD Bridge Design Specifications assuming no eccentricity for the Strength and Extreme Limit States. The theoretical method (Meyerhof, 1957) presented in Section 10.6.3.1.2c of the California Amendments to AASHTO BDS was used for the spread footings bearing on a slope at Abutment 1 and 2.

The bearing materials are expected to be medium dense silty sand and were modeled as a cohesionless soil with a friction angle of 32° without cohesion. The bottom of footing was modeled at 7 feet below existing grade (elev. 234.5 ft). The groundwater level was not used in our analysis due to the depth of groundwater (>86 ft deep based on boring data generated for this study). We used a resistance factor (ϕ_b) of 0.45 in our analysis to determine the factored gross nominal bearing resistance (strength).

SLIDING RESISTANCE

To evaluate spread footing foundation sliding resistance for Strength and Extreme Limit State load combinations consistent with Section 10.6.3.4 of AASHTO LRFD Bridge Design Specifications and current Caltrans procedures we recommend the following:

- For cast-in-place concrete foundations bearing on granular soils, it is recommended use a friction angle (ϕ_f) equal to 32° corresponding to a friction factor ($\tan \delta = \tan \phi_f$) of 0.62. For Strength Limit State evaluation, a resistance factor (ϕ_r) of 0.8 is recommended for shear resistance between the bottom of the cast-in-place concrete footing and intact decomposed sandstone.
- Due to proximity of footing to the slope face, we recommend to neglect the passive pressure.