A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, May 5, 2016
7:00 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. **CALL TO ORDER**

2. **ROLL CALL – ESTABLISHMENT OF QUORUM**

Ralph Rubio	Mayor
Ian N. Oglesby	Mayor Pro Tem
Dennis J. Alexander	Council Member
Jason Campbell	Council Member
David R. Pacheco	Council Member

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

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

5. **PUBLIC COMMENTS**
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 minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

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

7. **PRESENTATIONS**

A. **PRESENTATION OF THE APRIL 2016 HOUSE OF THE MONTH AWARD**

PURPOSE: The purpose of this item is to recognize Jorge Salazar, owner of 1231 Military Avenue for beautifying and maintaining his property.

RECOMMENDATION: It is recommended that the Mayor present Jorge Salazar the April 2016 House of the Month award.

B. PROCLAMATION RECOGNIZING THE MONTH OF MAY AS "POPPY MONTH"

PURPOSE: The purpose of this item is to issue a proclamation recognizing the month of May as "Poppy Month" in the City of Seaside.

RECOMMENDATION: It is recommended that the City of Seaside proclaim the month of May as "Poppy Month" in the City of Seaside.

8. CONSENT CALENDAR

The Consent Calendar includes routine items that can be approved with a single motion and vote. A member of the City Council or a member of the public may request that any time be pulled from the Consent Calendar for separate consideration.

A. APPROVE MINUTES OF APRIL 21, 2016

RECOMMENDATION: It is recommended that the minutes be reviewed and approved.

B. APPROVE AND FILE CITY CHECKS

PURPOSE: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of April 12, 2016 through April 25, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of April 14, 2016. Total Account Payable and Payroll for the above referenced period is $1,196,485.01.

RECOMMENDATION: It is recommended that the City Council approve and file the attached checks.

C. CONSIDER THE APPROVAL OF THE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATIONS

PURPOSE: The purpose of this item is to consider the Traffic Advisory Committee (TAC) recommendations from their April 19th meeting.

RECOMMENDATION:
It is recommended for the City Council to approve the following Traffic Advisory Committee (TAC) recommendations on the following items:

Item 1: Approve to place 20 feet of red curb on the southeast and southwest corners of La Salle Avenue and Luxton Street.

Item 2: Deny request for phase 1 traffic calming on the 1800 block of Luxton Street.

Item 3: Approve to place 100 feet of red curb north of the northern most driveway approach of "The Masters" located at 1729 Del Monte Boulevard.

9. PUBLIC HEARING

A. **CONSIDER ADOPTION OF A RESOLUTION APPROVING THE 2016-2017 ANNUAL ACTION PLAN UNDER THE CITY OF SEASIDE'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

PURPOSE: The purpose of this item is to hold a public hearing and to adopt the 2016-2017 Annual Action Plan under the City's Community Development Block Grant Program.

RECOMMENDATION: It is recommended that the City Council hold a public hearing and consider public input on the recommended projects and public service requests, consider adopting the resolution approving the 2016-2017 Annual Action Plan and provide authorization for the City Manager to execute the required certifications and to sign the Application for Federal Assistance (SF-424).

B. **PUBLIC HEARING TO CONSIDER PROPOSED TEXT AMENDMENTS TO CHAPTER 10.04 AND CHAPTER 10.32 OF THE SEASIDE MUNICIPAL CODE TO PROHIBIT THE PARKING OF RECREATIONAL VEHICLES, TRAILERS, AND PROHIBITED VEHICLES ON CITY STREETS, ALLEYS, PUBLIC RIGHT-OF-WAYS, AND PUBLICLY OWNED PARKING LOTS. (*SECOND READING – ROLL CALL VOTE*).**

PURPOSE: In accordance with Section 17.74.040.A of the Seaside Municipal Code (SMC), the purpose of this item is to have the City Council approve the proposed text amendments to Chapter 10 prohibiting the the on street parking of recreational vehicles, trailers, and prohibited vehicles as defined in the Draft Ordinance. At the April 21, 2016 City Council meeting, the council approved the first reading.

RECOMMENDATION: It is recommended that the City Council approve the second reading of the proposed text amendment to the Seaside Municipal Code and adopt the ordinance as presented.

10. BUSINESS ITEMS

A. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE 2016 FIREWORKS OPERATIONS PLAN AND THE 2016 FIREWORKS SURCHARGE PERCENTAGE.**

PURPOSE: The purpose of this Resolution is to approve the 2016 Fireworks Operations Plan and the 2016 Fireworks Surcharge as outlined in the City of Seaside Municipal Code Chapter 8.32 relating to fireworks.

RECOMMENDATION: Approve proposed Operations Plan and Surcharge of seven percent for 2016

B. ADOPT A RESOLUTION APPROVING THE DOCUMENTS OF A LEASE/PURCHASE FINANCING FOR VARIOUS ENERGY EFFICIENCY CAPITAL PROJECTS AND AUTHORIZING THE CITY MANAGER TO SIGN THE DOCUMENTS.

PURPOSE: The purpose of this item is provide the City Council the opportunity to review, consider and approve the documents for the lease/purchase financing of energy efficiency capital projects and authorize the City Manager to sign the documents.

RECOMMENDATION: It is recommended that the City Council adopt the attached resolution approving the documents for the lease/purchase financing of energy efficiency capital projects and authorizing the City Manager to sign the documents.

11. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY 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, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.

12. ADJOURNMENT

Next Regularly Scheduled Meeting:
May 19, 2016
7:00 p.m.

The City of Seaside is an ADA accessible facility and is committed to include the disabled in all of its services, programs and activities. Any person who requires accommodation to be able to participate in this meeting is asked to contact the office of the City Clerk at 899-6707, no fewer than two business days prior to the meeting to allow for reasonable arrangements.The City Council Chambers is equipped with a portable microphone for anyone unable to come to the podium. Assisted listening devices are also available.

Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Meetings are also available through live streaming at: http://cvp.telvue.com/player?id=T01629&video=52314&noplaylistskin=1&width=400&height=300 Videos of past meetings are available on demand through the City's website: http://www.ci.seaside.ca.us

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.

CITY OF SEASIDE
STAFF REPORT

Item No.: 7.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services
Mark McClain, Building Official

DATE: May 5, 2016

SUBJECT: **PRESENTATION OF THE APRIL 2016 HOUSE OF THE MONTH AWARD**

PURPOSE

The purpose of this item is to recognize Jorge Salazar, owner of 1231 Military Avenue for beautifying and maintaining his property.

RECOMMENDATION

It is recommended that the Mayor present Jorge Salazar the April 2016 House of the Month award.

BACKGROUND

The Neighborhood Improvement Program Commission's goals are to encourage citizens to beautify and upgrade their properties in order to positively influence property values and create a more livable environment in the community. One of the ways that the Commission accomplishes this goal is by recognizing outstanding examples of residential property maintenance and beautification through the House of the Month Award Program.

Each month the Neighborhood Improvement Program Commission selects an award recipient from a list of nominated homes. The home of Jorge Salazar located at 1231 Military Avenue has been selected as the April 2016 House of the Month.

FISCAL IMPACT

The total fiscal impact is $100.00 for a plaque and a gift card from the NIPC 2015-2016 FY

Budget.

ATTACHMENTS

1. Photo of 1231 Military Avenue

Reviewed for Submission to the
City Council by:

____
Craig Malin, City Manager


1231

City of Seaside
PROCLAMATION

Poppy Month
May, 2016

WHEREAS, *America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and*

WHEREAS, *millions who have answered the call to arms have died on the field of battle protecting the rights and freedoms for which this Nation stands; and*

WHEREAS, *a Nation at peace must be reminded of the price of war and the debt owed to those people who have served and also died in war; and*

WHEREAS, *in the spring of 1919, amidst complete devastation, red poppies bloomed in abundance on the battlefields of France where so many of our men had fallen during World War I, and that a replica of this poppy has become the Memorial Flower of the American Legion Auxiliary for all wars; and*

WHEREAS, *the sacrifice of our soldier's lives are symbolized by the red poppy in the following manner: the red petals stand for the vast outpouring of their blood, the yellow and black center represent the mud and desolation of all battlefields, the green of the stem is symbolic of the forests, meadows and fields where generations of Americans have perished to make this land free, and the stem itself represents the courage and determination of our fallen warriors; and*

WHEREAS, *the American Legion Auxiliary has pledged to remind Americans annually of this debt through the distribution of the Memorial Flower.*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the month of May as* ***"Poppy Month"*** *in the City of Seaside and encourage all citizens to pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the American Legion Auxiliary Memorial Poppy.*

____
Ralph Rubio
Mayor

May 5, 2016

DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, April 21, 2016
7:00 PM

1. **CALL TO ORDER**

2. **ROLL CALL – ESTABLISHMENT OF QUORUM**
PRESENT: Alexander, Campbell, Oglesby, Pacheco, Rubio
ABSENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**
Rev. Samuel Gaskins provided the invocation

4. **REVIEW OF AGENDA**
No changes were requested.

5. **PUBLIC COMMENTS**
Mayor Rubio invited comments from the public.

- Paul Wolf spoke to the opening of the In N Out burger with the increased presence of law enforcement for traffic control and encouraged the Council to be mindful to address unforeseen impacts for the Monterey Downs projects
- Reverend Gaskin spoke to the Christian Memorial Tabernacle's 43rd year celebration of working with the homeless. He indicated that throughout the week, there will be a different speaker from a different denomination and encouraged all to come help celebrate
- Kay Cline announced two events sponsored by Sustainable Seaside, the Seaside Bicycling Plans on April 26th as well as the Candidate forum on April 28th for the 4th District County Supervisor to meet the three candidates. Sponsored by the League of Women Voters of Monterey County. She urged all of the residents to come out and hear the candidates and to vote.
- Sabrina Miller representing the Monterey Horse park spoke to attending an event in Paso Robles and can't wait to attend events at Monterey Downs.
- Juan Sanchez spoke to the Palenke Arts group, a brand new organization working with artists, musicians and educators with a vision to create a multicultural art center. He encouraged everyone to attend the Palenke Arts Music festival.

Mayor Rubio closed public comment and spoke to comments made.

6. **PUBLIC AGENCY COMMUNICATIONS**
- Jim Vossen spoke to the 4th of July parade and announced the application process is open for participation in the parade. He encouraged residents, business, and community organizations to participate. He indicated that there are prizes/gifts that are available for youth organizations for participating.
- Reverend Lusk requested consideration of moving the event to Saturday as the 4th of July is on Sundays and the churches want to participate.
- DCM Hodgson introduced our newest employee in the Finance Division Stephan Green Accountant II who comes with 32 years with finance experience and 26 years' experience in

municipal organization. She spoke to his high level experience The Council welcomed Mr. Green to the City.

7. PRESENTATIONS

A. PROCLAMATION IN OBSERVANCE OF ARBOR DAY

Action: Presented

Maintenance And Utilities Superintendent Fortune was present to receive the proclamation from Mayor Rubio.

B. PROCLAMATION RECOGNIZING MAY 1-7, 2016 AS SMALL BUSINESS WEEK IN THE CITY OF SEASIDE

Action: Presented

Sharron Mikesell was present to receive the proclamation from the Mayor. She indicated that tomorrow The Monterey County Business Council will announce the finalist in the small business recognition and many Seaside businesses are finalists! The winners will be announced on May 6th. She also reported staff will be attending the Cal Ed state conference where Seaside have received two awards of merit for the In-Reach Small Business program and the 2015 Small Business Survey

C. PROCLAMATION IN OBSERVANCE OF COMMUNITY PARTNERSHIP FOR YOUTH'S TWENTY FIFTH ANNIVERSARY IN THE CITY OF SEASIDE

Action: Presented

D. PROCLAMATION RECOGNIZING JAMES BOGAN FOR BEING SELECTED AS THE 2016 JEFFERSON AWARD HONOREE FOR HIS CONTRIBUTIONS TO THE CITY OF SEASIDE

Action: Presented

Mayor Rubio spoke to the award for Mr. James Bogan who was selected for this honorable award. He spoke to his accomplishments in his absence.

E. PRESENTATION AND RECOGNITION OF THE 2015 SUPPORT SERVICES EMPLOYEE OF THE YEAR

Action: Presented

Police Chief Myers presented the Police Department Support services employee of the year Catherine Del Biagio and spoke to her outstanding performance that generated her nomination and selection by her colleagues for this award. Mayor Rubio presented the award and plaque and thanked her for her outstanding services.

F. RECEIVE PRESENTATION FROM MONTEREY COUNTY CONVENTION AND VISITORS BUREAU REGARDING MID YEAR VISITATION AN HOSPITALITY RESULTS

Action: Received

Tammi Blount from the Monterey County Convention and Visitor’s Bureau provided a quick recap of the last quarter. Their purpose is to grow the visitor economy which impacts and helps the local communities. She provide statistical information and marketing support regarding the overall impact of tourism to the county and Seaside in particular. She spoke to an increased growth of 10.7% of the TOT, faster than the Monterey County trends, and noted it’s expected to continue for the rest of the fiscal year. She spoke to the return on investment which is $148:1 ratio and explained that 87% of the funds paid to MCCVB goes directly to marketing.

She outlined the following MCCVB marketing activity:

- Ad campaigns
- Content marketing
- Promotions and contests
- Media and public relations and
- international programs
- Annual visitor guide

She did introduce the new website seemonterey.com that is a mobile first design with interactive map, mini site, interactive trip building, related content module and homepage video. Ms. Blount answered questions from the Council.

G. RECEIVE REPORT REGARDING THE COMMISSION FOR ACCREDITATION FOR LAW ENFORCEMENT AGENCIES, (CALEA).

Action: Report received

Police Chief Myers spoke to the accreditation program CALEA for law enforcement agencies explaining the intent to retain the accreditation to reflect the best practices and experiences for law enforcement. The goals are to strengthen crime prevention, formalize management procedures, non-discriminatory personnel practices, and solidify community collaboration and internal moral. She noted there is no cost to the City at this time and if there is a cost impact, it will be brought back to the Council at a later date. Chief Myers answered questions from the Council.

Council Member Campbell requested clarification on the progress that we have already made toward this certification as part of our already adopted procedures. Mayor Pro Tem Oglesby said it is always good to invite a third party group to evaluate to ensure we are following best practices. The report was received.

8. CONSENT CALENDAR

On motion by Council Member Alexander and seconded by Council Member Pacheco and passed by the following vote the City Council approved the Consent Calendar as presented.

RESULT:	**Approved**
MOVER:	Council Member Dennis Alexander
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Ian Oglesby, Dennis Alexander, Jason Campbell, Dave Pacheco
NOES:	None

A. APPROVE MINUTES OF APRIL 7, 2016

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved & Accepted

C. AUTHORIZATION TO DISPOSE OF SURPLUS CITY VEHICLES AND EQUIPMENT

Action: Approved

D. APPROVE A SPECIAL EVENT APPLICATION FROM COMMUNITY PARTNERSHIP FOR YOUTH FOR THEIR SITE-TO-SITE PASSPORT WALK AND RALLY EVENT

Action: Approved

E. APPROVE A FEE WAIVER FROM ACTION COUNCIL OF MONTEREY COUNTY AND PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE PARK TO HOLD THE FIRST ANNUAL PALENKE ART MUSIC FESTIVAL.

Action: Approved

F. **RENEWAL OF THE ANNUAL BINGO LICENSES FOR AMERICAN LEGION POST 591, V.F.W. POST 8679, AND MONTEREY PENINSULA AVENUE OF THE FLAGS**

Action: Approved

G. **RESOLUTION APPROVING THE TWO-YEAR EXTENSION OF THE AUDIT CONTRACT WITH GALLINA LLP**

Action: Adopted Resolution 16-34

H. **RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION(S) UNDER THE STATE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY, BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM**

Action: Adopted Resolution 16-35

I. **RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND TECHNICAL ADVISORY COMMITTEE MEMBERS FOR SHARED FRANCHISE CONTRACT COMPLIANCE AND MANAGEMENT AND AUTHORIZING $11,055 APPROPRIATION FOR THE CITY OF SEASIDE'S SHARE**

Action: Adopted Resolution 16-36

J. **APPROVE A FEE WAIVER FROM COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA RECOVERY CENTER FOR THE USE OF THE LAGUNA GRANDE HALL FOR THEIR INSTALLATION DINNER EVENT.**

Action: Approved

9. PUBLIC HEARING

A. **PUBLIC HEARING TO CONSIDER PROPOSED TEXT AMENDMENTS TO CHAPTER 10.04 AND CHAPTER 10.32 OF THE SEASIDE MUNICIPAL CODE TO PROHIBIT THE PARKING OF RECREATIONAL VEHICLES, TRAILERS, AND PROHIBITED VEHICLES ON CITY STREETS, ALLEYS, PUBLIC RIGHT-OF-WAYS, AND PUBLICLY OWNED PARKING LOTS. (*FIRST READING – ROLL CALL VOTE*).**

Action: Passed to print draft Ordinance

City Engineer/Public Works Services Manager O'Halloran presented the report proposing text amendments to Municipal Code Chapter 10 to prohibit parking of recreational vehicles, trailers and other prohibited vehicles. He provided details of the background including a study to obtain a comprehensive assessment of existing parking conditions, the new ordinance regarding unhitched trailers, campers and boats, and the evaluation of complaints due to large vehicles that created traffic hazards. He reported that the Traffic Advisory Committee reevaluated the ordinance and have proposed the text amendments, which are included, creating definitions of what vehicles would be affected by the code. He further reported that the City Council previously directed staff to go forward with the initial study and draft text amendments. The Planning Commission recommended the provided draft ordinance to the Council. Mr. O'Halloran detailed the elements of the ordinance changes, which include the time of enforcement, the types of vehicles and the violation consequences. He then spoke to the public noticing and environmental review that was done and Mr. O'Halloran answered questions from the Council.

Council Member Alexander requested clarification on the exceptions to which Mr. O'Halloran spoke to those that are actively working and using their vehicles. Council Member Campbell did not think the language was explicit enough to delineate. Council Member Pacheco spoke to the concern regarding enforcement to which Chief Myers spoke to the Vehicle Abatement Officer that will be enforcing but also that it will requires the assistance of the community to report infractions. The Council agreed that if enforcement becomes an issue than the City will need to do an RFP for towing services.

Mayor Rubio opened the public hearing and invited comments.

- Sue Hawthorne questioned the enforcement of using vehicles for temporary, but active work that do not require a permit.
- Bill Weigle questioned the height limit then questioned if the regulation applys to vans as some don't' exceed the height limit can be lived in. He also questioned the impact of large quantity of vehicles that need to be moved and requested consideration of providing alternatives.
- Miriam Smith disagreed with the ordinance as it is to taking enforcement action against the poorest population. She felt it criminalizes the poor and thinks that regulation is cruel.
- Helen Rucker thanked the Council for bringing this forward. She explained situations of being harassed by people unhitch their trailers and large vehicles in front of her house.

The public hearing was closed and Mr. O'Halloran answered questions from the Public. He did speak to the attempt to develop alternate locations which will be addressed during the general plan process.

The Council discussed the level of discretion that will be used during enforcement and requested inclusion of different elements in the second reading to incorporate those that are doing temporary jobs such as moving. Mayor Rubio requested that it continue to be strong in the enforcement as it affects the quality of life and public safety needs

On motion by Council Member Alexander and seconded by Council Member Pacheco and passed by the following vote the City Council approved Resolution 16-38 adopting the proposed Negative Declaration.

RESULT:	**Passed**
MOVER:	Council Member Dennis Alexander
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Ian Oglesby, Dennis Alexander, Jason Campbell, Dave Pacheco
NOES:	None

On motion by Council Member Alexander and seconded by Council Member Pacheco and passed by the following vote the City Council passed to print the draft ordinance as amended by Roll Call Vote.

RESULT:	**Passed**
MOVER:	Council Member Dennis Alexander
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Ian Oglesby, Dennis Alexander, Jason Campbell, Dave Pacheco
NOES:	None

10. BUSINESS ITEMS

A. APPROVE MEMORANDUM OF AGREEMENT BETWEEN CITY OF SEASIDE AND CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY

City Manager Malin provided the presentation explaining the parcel under discussion, the Main Gate parcel adjacent to CSUMB. He explained that in order to develop the parcel we need a partnership with CSUMB, including granting us access to the property. He reported there has been pleasant and productive meetings with Leadership from the University and that this item is strengthening the relationship. Thus far they have agreed on design parameters, access and embedding into the process of economic development that community development can happen concurrently. He spoke to the details of the partnership, including a revenue sharing agreement, and he provided projected revenues at full build out. Mr. Malin indicated that the current General Plan is not feasible at this site and the CSUMB Master Planning process is occurring right now and the design includes high quality mixed use walkable design, which also fits with Seaside's requirements. He further detailed that tree mitigation was important in the agreement, a maximum of 70' building height, and designs must be consistent with FOR A RUDG guidelines. Mr. Malin closed by outlining the next five steps in the process and then answered questions from the Council.

Council Member Pacheco requested clarification on the residency requirements for the scholarship program and the Council discussed there requirements for the residency. Mr. Malin indicated that the details can be flushed out at a later date for selection.

Mayor Rubio invited comments from the public.

- Bill Weigle spoke in support of this program, because it shows you are working on Town and gown cooperation and hopes it is only the beginning. He questioned the mitigation of the trees, and spoke to the different plants in the different areas, specifically north of eucalyptus, which will need to be mitigated and where the new trees would be planted for the three large development projects.
- Ray Dandridge spoke in support of the idea, but expressed concern about the qualification requirements for the scholarships.
- Helen Rucker congratulated the City Manager for this idea, for the partnership between Seaside and the University.
- Kay Cline thanked Mr. Malin for the connection to CSUMB and in support of the collaboration that will build trust, communication and the identity of CSUMB in Seaside. Appreciate CSUMB having a service learning component that will also be beneficial.
- Phillip Giger, legal services for seniors requested consideration of non-profits in the service component, and spoke to the current interns that are working in the no profit programs and the direct impacts to the community it serves. He also spoke in support of considering a stipend for internships.
- Shari Hastey spoke in agreement for service learning students and stipends for students as well as questioned the residency requirements. Please consider it being a four year scholarship program

City Manager Malin provided the presentation explaining the parcel under discussion, the Main Gate parcel adjacent to CSUMB. He explained that in order to develop the parcel we need a partnership with CSUMB, including granting us access to the property. He reported there has been pleasant and productive meetings with Leadership from the University and that this item is strengthening the relationship. Thus far they have agreed on design parameters, access and embedding into the process of economic development that community development can happen concurrently. He spoke to the details of the partnership, including a revenue sharing agreement, and he provided projected revenues at full build out. Mr. Malin indicated that the current General Plan is not feasible at this site and the CSUMB Master Planning process is occurring right now and the design includes high quality mixed use walkable design, which also fits with Seaside's requirements. He further detailed that tree mitigation was important in the agreement, a maximum of 70' building height, and designs must be consistent with FOR A RUDG guidelines. Mr. Malin closed by outlining the next five steps in the process and then answered questions from the Council.

Council Member Pacheco requested clarification on the residency requirements for the scholarship program and the Council discussed there requirements for the residency. Mr. Malin indicated that the details can be flushed out at a later date for selection.

Mayor Rubio invited comments from the public.

Council Member Pacheco reiterated that the details of the funding distribution can be decided in the future.

On motion by Council Member Campbell and Seconded by Council Member Alexander and passed by the following vote the City Council approved the Memorandum of Understanding with California State University Monterey Bay unanimously.

RESULT:	**Approved**
MOVER:	Council Member Jason Campbell
SECONDER:	Council Member Dennis Alexander
AYES:	Ralph Rubio, Ian Oglesby, Dennis Alexander, Jason Campbell, Dave Pacheco
NOES:	None

B. CONSIDERATION OF THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE (CDAC) RECOMMENDATIONS FOR USE OF THE 2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND THE DRAFT 2016-2017 ANNUAL ACTION PLAN AND PROVIDE DIRECTION TO STAFF

Sharon Mikesell spoke to the CDAC recommendations for use of the 2016-17 Block grant funds as well as the annual action plan. She detailed the plan preparation process, including public outreach workshops and brain storming with the community for the best use of funds. She spoke to the applications provided and the review process. Ms. Mikesell explained the use of funds categories, obligatory expenditures, program administration, public service program activities and eligible projects. She provided a breakdown of the recommended distribution of funds and explained the next step is adopting of the final draft of the annual action plan, if approved, which would come before the Council at the next City Council meeting for approval and submission to HUD.

Mayor Rubio invited comments from the public.

- Phillip Geiger from Legal Services for Seniors thanked the committee and staff and the benefit of this program to the citizens. He requested supporting the recommendations, and spoke to the leveraging that these funds to help with the other fundraising which makes a large impact.

On motion by Mayor Pro Tem Oglesby and seconded by Council Member Alexander and passed by the following vote the City Council accepted the recommendations for the Community Development Block Grant Funds and the Draft 2016-17 Annual Action Plan.

RESULT:	**Approved**
MOVER:	Mayor Pro Tem Ian Oglesby
SECONDER:	Council Member Dennis Alexander
AYES:	Alexander, Campbell, Oglesby, Pacheco, Rubio
NOES:	None

C. CONSIDER DEBT FINANCING PROPOSAL FOR VARIOUS CAPITAL PROJECTS, INCLUDING LIBRARY HVAC AND ROOF, CITY HALL HVAC, CITY HALL WINDOWS, FIRE DEPARTMENT HVAC AND GENERATOR AND SOLAR PANELS AND PROVIDE DIRECTION TO STAFF

Deputy City Manager Administrative Services Hodgson spoke to the item previously directed by the Council at the March 17, 2016 meeting. She explained that staff further developed these projects and developed a proposed lease-purchase financing program. She spoke to the proposed projects to be included under the lease-purchase and spoke to the financing details and benefits. The total borrowed amount would paid over 16 years at a rate of 3.03%. The annual payment amount would be $126,000 with an estimated annual energy savings of $60,000. If approved this evening, the financing documents would be brought back for approval at the next meeting. Ms. Hodgson answered questions from the Council.

Council Member Pacheco said this was a positive move for the City and also expressed support for the replacement of the cushions and questioned if it could be tied into the concept of the financing. Ms. Hodgson spoke to the projects being financed as the components of the energy project, and that could not be included. She said she believes there are other efforts to fund the cushion replacements. The City Manager agreed that the cushions are being addressed.

Mayor Rubio invited comments from the public and had no requests to speak.

Mayor Rubio thanked staff for bringing this forward and requested consideration of adding solar options to Soper Field.

On motion by Council Member Alexander and seconded by Council Member Pacheco and passed by the following vote the City Council Approved the staff recommendation.

RESULT:	**Approved**
MOVER:	Council Member Dennis Alexander
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Ian Oglesby, Dennis Alexander, Jason Campbell, Dave Pacheco
NOES:	None

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

12. ADJOURNMENT

On motion, the meeting was closed at 10:30 PM in honor of Ree Brunell.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk   **Ralph Rubio, Mayor**

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services
Krista Oberholtzer, Accounting

DATE: May 5, 2016

SUBJECT: **APPROVE AND FILE CITY CHECKS**

PURPOSE

It is requested that the City Council approve and file the accounts payable and wired payments made during the period of April 12, 2016 through April 25, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of April 14, 2016. Total Account Payable and Payroll for the above referenced period is $1,196,485.01.

RECOMMENDATION

It is recommended that the City Council approve and file the attached checks.

BACKGROUND

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

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

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

- $788,564.37 from the Council Report (Payroll/Benefits)
- $14,884.76 to Allen Huggins for investigative services;
- $21,460.00 to Koff & Associates for a classification study;

- $20,725.00 to KTM Enterprises for the Police department front door video and bullet resistant barrier;
- $23,679.93 to LSA Associates, Inc. for developer services inJanuary of 2016;
- $17,339.85 to Monterey County Convention for monthly Tourism Improvement District Assessment;
- $12,419.00 to Condor, Inc. for the pool's main drain repairs;
- $44,600.00 to Disability Access Consultants for an ADA survey and consulting;
- $14,328.40 to EMC Planning Group, Inc. for Monterey Downs services in March of 2016;
- $21,774.00 to Michael Baker for Monterey Downs services for the period of August through November of 2015;
- $17,398.74 to Monterey County Sheriff- Coroner for the Criminal Justice Information System for the first quarter of 2016;
- $26,513.61 to U.S. Bank for monthly city credit card purchases.

The remaining checks, totaling $172,797.35, include payments to vendors for operating expenditures.

The Checks report is available on the City's Website here:
http://www.ci.seaside.ca.us/index.aspx?page=366

FISCAL IMPACT

The listed checks have been budgeted and paid from the various funds, as appropriate.

ATTACHMENTS

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services
Tim O'Halloran, City Engineer/Public Works Services Manager

DATE: May 5, 2016

SUBJECT: **CONSIDER THE APPROVAL OF THE TRAFFIC ADVISORY COMMITTEE (TAC) RECOMMENDATIONS**

PURPOSE

The purpose of this item is to consider the Traffic Advisory Committee (TAC) recommendations from their April 19th meeting.

RECOMMENDATION

It is recommended for the City Council to approve the following Traffic Advisory Committee (TAC) recommendations on the following items:

Item 1: Approve to place 20 feet of red curb on the southeast and southwest corners of La Salle Avenue and Luxton Street.

Item 2: Deny request for phase 1 traffic calming on the 1800 block of Luxton Street.

Item 3: Approve to place 100 feet of red curb north of the northern most driveway approach of "The Masters" located at 1729 Del Monte Boulevard.

BACKGROUND

The Traffic Advisory Committee 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 reviews all requests for traffic safety, regulatory or control devices, signs and marking, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City Department.

The Traffic Advisory Committee reviewed and provided recommendations for three (3) requests at their April 19, 2016 meeting. A summary of these requests are provided below.

STAFF ANALYSIS

Item 1

The applicant, Ms. Clementine Klein, is requesting red curb measuring at least one car length be provided adjacent to the southeast and southwest corners of La Salle Avenue at the intersection with Luxton Street. The applicant cites limited visibility as the justification. The applicant has included a petition of 16 residents along the 1800 block of Luxton Street, see attachment 1.

La Salle Avenue is classified as a collector street, with a posted speed limit of 30 miles per hour and one lane of traffic in each direction. At the intersection with Luxton Street, La Salle Avenue measures approximately 40 feet wide measured from face of curb to face of curb with parking permitted on both sides. Sidewalks measuring approximately 4 feet wide are provided on both sides of the street. There is approximately 20 feet of faded red curb located on the southwest corner of La Salle Avenue with Luxton Street. There is approximately 8 feet of faded red curb on the southeast corner of La Salle Avenue with Luxton Street.

Luxton Street is classified as a residential street, with a prima facia speed limit of 25 miles per hour. The 1800 block of Luxton Street measures 26 feet wide from face of curb to face of curb and is a one-way street, with traffic flowing in the northbound direction toward La Salle Avenue. Narrow, 3.5 foot wide sidewalks are provided on both sides of the street and parking is allowed on the east side of the street only. Approximately 10 feet of existing red curb is provided on the east side of Luxton Street at the intersection with La Salle Avenue. See attachment 2 for an aerial view and photographs of the intersection.

Traffic Collisions were reviewed for the last 5 years. During that time there were two reported collisions; a hit & run where the vehicle traveling along La Salle Avenue veered off the road and the other between two vehicles traveling in opposite directions along La Salle Avenue. (attachment 1) Staff visited the intersection of La Salle Avenue and Luxton Street on several locations to evaluate vehicle visibility (attachment 2). The short curb return radiius on both southern curb returns at the intersection of Luxton Street and La Salle Avenue in combination with vehicles parked immediately adjacent to the curb returns reduces the visibility of vehicles traveling on La Salle Avenue. Staff recommends installation of 20 feet of red curb on the south western and south eastern corners of Luxton Street at La Salle Avenue.

Recommendation
The Traffic Advisory Committee recommends to install 20 feet of red curb on the south western and south eastern corners of Luxton Street and La Salle Avenue.

Item 2

A petition for Traffic Calming on Luxton Street was submitted on December 18, 2015. The petition cites excessive and reckless speeds as the main concern and that many vehicles are using as a cut through/short cut. The petition requests installation of traffic calming devices such as speed cushions or speed bumps.

Background

On November 17, 2011 the City Council approved the City of Seaside Traffic Calming Program, hereafter called the Program. The Program identified approved traffic calming measures and the process by which they may be implemented. The process is divided up into two (2) phases, and generally follows the steps below:

1. Application submitted by public. Staff reviews to insure the request meets minimum requirements. Staff may begin preliminary data collection if appropriate.
2. Applications that meet minimum requirements are forwarded to the Traffic Advisory Committee for discussion, to receive input from public, and to provide staff with further direction. Data collection begins.
3. If data collection shows minimum thresholds are exceeded, appropriate phase 1 traffic calming measures are recommended for implementation. Measures are restricted to increased enforcement, deployment of radar trailer and installation of signs and pavement markers.
4. Additional data collection, over 3-6 months. Review data with Traffic Advisory Committee. If thresholds are exceeded, proceed to phase 2.

Per the adopted Traffic Calming Program, a residential street must exhibit 85% vehicle speeds greater than or equal to 32 miles per hour (mph) or traffic volumes of greater than 1,600 vehicles per day (v/d) to proceed with phase 1 traffic calming.

Traffic Calming Application

Staff has reviewed the application/petition and determined it meets minimum requirements to begin traffic calming evaluation. The petition submitted shows majority of residents (16/23) along the 1800 block of Luxton Street are in support of the traffic calming request. See attachment 2 for list of petitioners. As a residential street, the 1800 block of Luxton Street is eligible for speed and volume related traffic calming.

Street Information

The 1800 block of Luxton Street is a one-way northbound street located between two collector streets; San Pablo Avenue to the south and La Salle Avenue to the north. Luxton Street is identified as a local residential street. The street width is approximately 26 feet measured from face of curb to face of curb. Parking is allowed on the east side only which leaved 18 feet for the northbound travel lane. The speed limit for local streets is 25 miles per hour.

Neighborhood Characteristics

The Boys & Girls Club, located on the corner of La Salle Avenue & Noche Buena Street and, Cutino Park, located on San Pablo Avenue & Noche Buena Street, are both one block west of Luxton Street. In this portion of the city, the 1800 blocks of north/south running streets alternate one-way directions with parking permitted on both sides, except Luxton Street permits parking along the east side only.

Data Collection

Staff conducted traffic data collection on two separate occasions. The first was for a 7 day period beginning on January 26, 2016 and ending on February 2, 2016; and the second for a 3 day period beginning on February 23, 2016 and ending on February 26, 2016. Below are the results from both study periods

1800 blk of Luxton St	7 day study	3 day study	Traffic Calming Thresholds
Average Daily Traffic (ADT)	124 vehicles/day	144 vehicles/day	ADT> 1,600 vpd- not met
85% percentile speed	31.31 mph	28.55 mph	85%≥32 mph - not met

In order to proceed to phase I Traffic Calming, the speed and volume thresholds have to be met or exceeded. The speed data collected (85% speed) needs to be greater or equal to 7 miles over the speed limit, for residential streets the speed limit is 25 miles per hour. Cut through traffic, or volume related traffic must be greater than 1,600 vehicles per day to consider volume control traffic calming measures. Based upon the criteria outlined in the Traffic Calming Program, traffic data does not support proceeding with phase 1 traffic calming measures at this time.

Recommendation

Based upon the criteria outlined above, the Traffic Advisory Committee recommends to deny request for phase 1 Traffic Calming for the 1800 block of Luxton Street.

Item 3

'The Masters' has requested 100 feet of red curb to be placed north of the northernmost driveway approach located at 1739 Del Monte Boulevard. The requester has stated that it is difficult to see on-coming vehicles while exiting the northern driveway.

'The Masters' is located at 1739 Del Monte Boulevard and shares driveway approaches with Monterey Peninsula Tire Service. Del Monte Boulevard is an arterial roadway for north and south bound traffic with two lanes in each direction. The posted speed limit on Del Monte is 35 miles per hour. There are two driveway approaches, with the southern driveway approach measuring 39 feet wide and the northern driveway approach measuring 35 feet wide. There is 40 feet of red curb between the southern driveway approach and the adjacent driveway approach to Lexus Monterey Peninsula. (see attachment 3). There is approximately 5 feet of red curb on either side of the northern driveway approach. There is approximately 134 feet between the driveway approaches, enough on street parking for six vehicles. The applicant has indicated there is adequate off-street parking to conduct business.

Staff conducted a site visit on Monday, April 11, 2016. From the northernmost driveway for The Masters, staff evaluated the sight distance for on coming southbound traffic (see attachment 3). The curvature of Del Monte Boulevard immediately north of The Masters northernmost driveway approach in combination with parked vehicles contributes to a reduction in sight distance.

Recommendation

Staff recommends placing 100 feet of red curb north of the northernmost driveway approach for

1729 Del Monte Boulevard.

ENVIRONMENTAL REVIEW

Item 1 & 3
These projects are exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301: Existing Facilities Class 1 exemptions 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.

Evidence: The proposed projects would consist of installation of red curb which would not have impact on the expansion or modification of the existing roadway therefore there are no significant impacts associated with the installation of red curb and the projects are exempt of CEQA.

FISCAL IMPACT

Item 1 - The fiscal impact associated with item 2 is approximately $734 for the painting of 40 feet of red curb. The funds will come form the Street Maintenance account.

Item 3 - The fiscal impact associated with item 3 is approximately $1,468 for the painting 100 feet of red curb. The funds will come form the Street Maintenance account. Cost reflects existing red curb currently painted north of the northernmost driveway approach.

ATTACHMENTS

1. Luxton Red Curb Attachments
2. Luxton Traffic Calming Attachments
3. Del Monte Red Curb Attachments

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

APPENDIX 6

TRAFFIC ADVISORY COMMITTEE
TRAFFIC CALMING PROJECT APPLICATION

The Institute of Transportation Engineers (ITE) defines traffic calming as: "changes in street alignment, installation of barriers, and other physical measure to reduce traffic speeds and/or cut-through volumes in the interest of street safety, livability, and other public purposes."

The following information will be used to identify the nature and extent of traffic-related concerns on a given street or a given area.

1. Contact Information

Name: Clementine Klein Date: 12-18-2015

Address: 1845 Luxton St. Phone #: 831-406-1845

Email: cbklein.93955 @gmail.com

2. Please describe the location of the traffic concern. Attach a map or picture if necessary:

Intersection of Luxton St. and La Salle, where drivers exiting the one-way 1800 block of Luxton have very limited visibility when cars are parked on La Salle directly adjacent to Luxton. Please see map/illustration, attached.

3. Please describe the nature of the neighborhood problem you are concerned with (attach additional sheets if necessary):

When cars are (legally) parked on La Salle too close to the intersection with Luxton St., it creates a very limited range of visibility for the drivers exiting Luxton. It becomes necessary to slowly pull out into the intersection to see if any cars are coming. If oncoming cars are speeding, they have less time over

4. Please list possible solutions to the problem that you would like the City of Seaside to consider:

Please restrict parking on La Salle so that it isn't possible to legally park directly adjacent to the intersection. Please provide a red-painted buffer of at least one car length on both left and right sides of La Salle (at 1800 block of Luxton intersection) to improve visibility for Luxton residents. Thank you!

Date: 12-18-2015 Signed: Clementine Bonner Klein

(Question 3, continued)

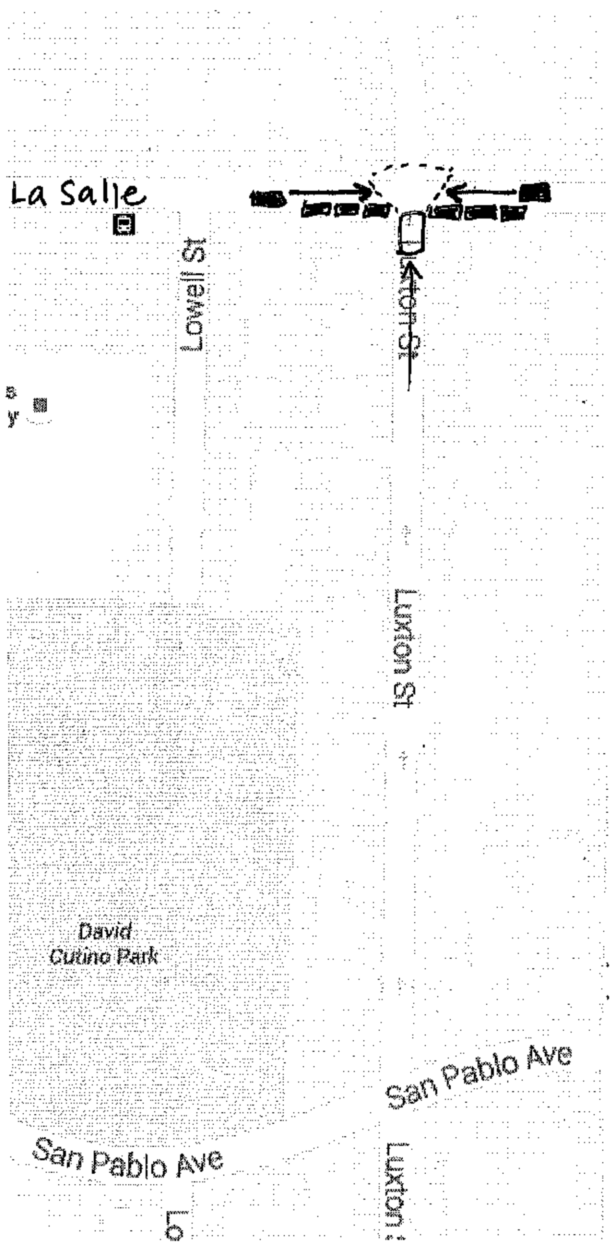
to stop, creating a hazardous condition for those drivers on both streets.

Attached, please see our neighborhood petition and also documentation of collisions at this intersection as provided by the City Clerk. Please note that neighbors on our block are aware of at least two (2) more collisions not included in the P.D.'s data, one of which involved an elderly resident of the 1800 block of Luxton St. who was terrified to leave our block.

Crossing or entering this intersection is the only way to leave our street, as we are a one-way street.

Thank you for your consideration!

scenario when trying to exit the one-way 1800 block of Luxton St. and
cars are parked on both left and right sides of the intersection on La Salle.



= parked cars on La Salle

= car trying to exit 1800 block of Luxton St.

= limited visibility due to parked cars

= cars approaching the intersection in both directions on La Salle. (May be speeding.)

1800 Block of Luxton or Intersection of Luxton and La Salle

Location	Date	Type	Nature or Primary Collision Factor
La Salle and Luxton	8/12/2011	Traffic Collision	21801(A) VC *
1800 Block of Luxton	12/21/2014	Citation	22400(A) VC & 12500(A) VC
1832 Luxton	9/5/2014	Citation	979 PC & 12500(A) VC
La Salle and Luxton	1/8/2010	Incident - Crime Case	14601.2(A) VC 23247(E) VC 5200 VC 16028(A) VC 4000(A)(1) VC
Luxton 80 ft south of La Salle	7/9/2009	Traffic Collision	20002(A) VC
La Salle and Luxton	3/13/2008	Traffic Collision	Accident/Injury
Luxton and La Salle	1/11/2008	Traffic Collision	Accident/Non-Injury
La Salle and Luxton	12/7/2007	Traffic Collision	20002(A) VC
La Salle and Luxton	2/2/2007	Citation	27360.5(A) VC & 24603(B) VC
La Salle and Luxton	4/18/2006	Traffic Collision	22515(B) VC
Luxton and La Salle	12/24/2005	Traffic Collision	Accident/Injury

Please note that residents are aware of at least two more collisions not included in the above data provided by P.D.

* 21801. (a) The driver of a vehicle intending to turn to the left or to complete a U-turn upon a highway, or to turn left into public or private property, or an alley, shall yield the right-of-way to all vehicles approaching from the opposite direction which are close enough to constitute a hazard at any time during the turning movement, and shall continue to yield the right-of-way to the approaching vehicles until the left turn or U-turn can be made with reasonable safety.

↳ Please note that under the described conditions (when multiple cars are parked directly adjacent to the intersection and on either side of it), it becomes impossible to safely yield the right-of-way as described in VC 21801(a) if you intend to exit the block. Due to lack of visibility caused by the parked cars, it becomes necessary to slowly pull into the intersection without knowing if cars are oncoming. This is dangerous, frightening, and preventable.

CITY OF SEASIDE – PETITION FOR NEIGHBORHOOD TRAFFIC CALMING MEASURES

The undersigned agree to the following:

1. **All person signing this petition do hereby certify that they reside within the impacted area, which is hereby defined as the street segment of :**

1800 block of Luxton St. between San Pablo and La Salle

2. **All persons signing this petition do hereby agree of the following problem in the defined impacted area:**

Cars parked to the left and right sides of our exit onto/across La Salle block visibility and create a hazard as we exit our one-way street.

3. **All persons signing this petition do hereby agree that the following contact person(s) represent the neighborhood as facilitator(s) between the neighborhood residents and the City of Seaside staff in matters pertaining to items 1 and 2 above:**

Clementine Klein

Only one signature per address

Circle One	Name/Signature	Address	Contact Number
Owner/ Resident	Name CARA WILSON Signature	1865 LUXTON	831-241-2362
Owner/ Resident	Name Shanan Rood Signature	1864 Luxton St	(831) 277-0979
Owner/ Resident	Name Renee Ferguson Signature Renee Ferguson	1844 Luxton St.	831-234-3238
Owner/ Resident	Name JOHN KLEIN Clementine Klein Signature John Klein Clementine Klein	1845 LUXTON	831 869 9468

		ADDRESS.	TELEPHONE
Owner/ Resident	Name Angie Phares Signature [signature]	1826 Luxton St Seaside CA	831-647-4782
Owner/ Resident	Name Antonio Duran Signature [signature]	1812 Luxton St Seaside CA 93955	831-915-7422
Owner/ Resident	Name ERWIN DUNN Signature [signature]	1813 LUXTON ST. SEASIDE, CA	831-235-3570
Owner/ Resident	Name Lisa Newton Thomas Newton Signature [signature]	1821 Luxton St Seaside CA	831-596-1067
Owner/ Resident	Name Theresa Ikstrums Signature V.M. Ikstrums	1820 Luxton St. Seaside Ca	831-905-0118
Owner/ Resident	Name Katherine Renderos Signature Isabel Lobato	1829 Luxton St Seaside ca	831-521-4230
Owner/ Resident	Name ~~Isabel~~ Signature	1832 Luxton st.	831-521-5125
Owner/ Resident	Name MB Robertson Signature [signature]	1873 Luxton St. Seaside CA 93955	831·521·1791
Owner/ Resident	Name Marisol Espinola Signature Marisol Espinola R	1801 Luxton St. Seaside CA 93955	(831)915-9626
Owner/ Resident	Name Jocelyn Gonzales Signature Jocelyn Gonzales	1896 Luxton St. Seaside Ca 93955	(831)224-5409
Owner/ Resident	Name Eric Crandall Shanta Crandall Signature Eric Crandall	1880 Luxton St. Seaside, CA 93955	(831) 339-4290
Owner/ Resident	Name M MARION FITZGERALD Signature Marion Fitzgerald	1857 Luxton Seaside CA	831 393 0286
Owner/ Resident	Name Signature		
Owner/ Resident	Name Signature		
Owner/ Resident	Name Signature		


Southeast corner of Luxton St. at La Salle Ave-looking east

Southwest corner of Luxton St. at La Salle Ave-looking west

Five Year Traffic Collision History-Luxton Street at La Salle Avenue

Date	Description
8/12/2011	Vehicle traveling east on La Salle Avenue turned left on to 1900 block of Luxton in front of vehicle traveling west on La Salle Avenue.
10/09/2012	Hit and run-Vehicle traveling on La Salle Avenue lost control and hit parked vehicles.

Scott Ottmar - Re: Traffic Advisory Committee

From: C B Klein <cbklein.93955@gmail.com>
To: Scott Ottmar <SOttmar@ci.seaside.ca.us>
Date: 4/14/2016 9:39 PM
Subject: Re: Traffic Advisory Committee
Attachments: visibility.jpg

Scott,

Thank you for letting me know about the TAC meeting. I plan on being there at the meeting along with some neighbors from Luxton Street.

Cars continue to drive past my home at high speeds without stopping anywhere on the block, so the drivers are using our block as a thoroughfare. I do believe strongly that a speed cushion or similar technology (bump or hump?) would be the best solution. Though Ms. Llantero mentioned the possibility that parking on both sides of the street might help, my neighbors and I strongly feel that this alternative would not create more safety but in fact could limit visibility and make the block more dangerous for the many small children and pets on our block who are at risk of being struck.

Regarding the low visibility at the intersection with La Salle Ave., it's most dangerous when cars are parked legally in the spots closest to Luxton St. When cars block the view in this way, in order to leave our street my neighbors and I must slowly pull into oncoming traffic without knowing what cars are approaching and at what speeds. Please see, attached, a diagram I prepared to indicate exactly how little time there can be to see approaching cars and react. This diagram is drawn to scale from measurements that I carefully made myself. I wish I had the skills to draw a point-of-view shot because it would be even clearer how dangerous the intersection can be for someone pulling out from Luxton St.

Thank you for all your work preparing information for the meeting. I look forward to learning more and talking with you in person.

Sincerely,

Clementine Bonner Klein

On Tue, Apr 12, 2016 at 8:53 AM, Scott Ottmar <SOttmar@ci.seaside.ca.us> wrote:

> Clementine
> I work with Leslie Llantero in the Engineering Division. We will be considering both the red curb and traffic calming requests at the April 19th meeting, to be held at 5 PM at City Hall.
> Thank you.
> Scott Ottmar, P.E.
> Assistant Civil Engineer
> City of Seaside
> 831-899-6885 (office)
> 831-899-6311 (fax)
> **Office Hours: Monday - Friday 8:00 am to 5:00 pm**
> Please consider the environment before printing
> and remember to print double-sided whenever possible.

DIAGRAM TO SCALE, EACH SQUARE = 1 SQ. FT.
LA SALLE AVENUE SPEED LIMIT = 30 MPH
30 MPH = 44 FEET PER SECOND
45 MPH = 66 FEET PER SECOND
PARKED
PARKED
LA SALLE AVE
LUXTON ST

RECEIVED @ TAC 4/19/16
MTG.

Sharifa G. Crandall
1880 Luxton Street
Seaside, CA 93955

April 18, 2016

Dear Committee,

My husband, daughter, and I live on 1880 Luxton Street in Seaside. We strongly support the motions to 1) install a speed bump on our street and 2) increase the red curb area on LaSalle at Luxton.

First, we are concerned about our family's and our neighbors' safety on our street! Far too many cars drive <u>over the speed limit</u> down Luxton Street each day! We would like to see the City of Seaside install a speed bump. We do not support allowing cars to park on either side as this already crowds a narrow street. **Rather, we kindly request that a speed bump be installed on for our block.**

Second, when my husband and I drive our daughter to preschool each morning, it is difficult for us to see oncoming traffic at the junction of Luxton and LaSalle. This is because we cannot see beyond the parked cars on LaSalle, which obscure our view when turning left or right. **We support extending the red paint on LaSalle so cars do not park too close to the intersection.**

These are two simple changes that would increase the safety on our street!

Thank you for considering our request and for your time.

Sincerely,

Sharifa & Eric Crandall
(831) 334-2828
sgulamhu@ucsc.edu

1800 Block of Luxton Street

RECEIVED
CITY OF SEASIDE
DEC 22 2015
RESOURCE MANAGEMENT SERVICES

December 18, 2015

Leslie Llantero
City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

Dear Ms. Llantero,

I am acting as spokesperson for my neighborhood on two matters regarding traffic and our safety. I enclose two applications to the Traffic Advisory Committee, requesting traffic calming studies and solutions.

One application describes the problem of speeders on the 1800 block of Luxton Street. Our neighborhood hopes that the Traffic Advisory Committee will study the problem and choose to install speed cushions for our residents' safety, especially that of our small children.

The other application describes the dangerous conditions in place at the intersection of Luxton Street and La Salle Avenue when cars are parked on La Salle all the way up to the legal limit adjacent to the intersection. This scenario creates a significant visibility hazard and we hope that the Traffic Advisory Committee will agree with us and institute some modest changes that will greatly improve our ability to exit our one-way street safely.

Thank you for your time processing our applications. Please keep me informed if you and/or the Committee need any further information from me or our neighborhood. Please also let me know when and if these matters will come before the Committee, as we will want to attend.

Sincerely,

Processed 1-11-16
Receipts CC $4.00
00213184
Receipts Checks-
00213170

Clementine Bonner Klein

1845 Luxton Street
Seaside, CA 93955

APPENDIX 6

TRAFFIC ADVISORY COMMITTEE
TRAFFIC CALMING PROJECT APPLICATION

The Institute of Transportation Engineers (ITE) defines traffic calming as: "changes in street alignment, installation of barriers, and other physical measure to reduce traffic speeds and/or cut-through volumes in the interest of street safety, livability, and other public purposes."

The following information will be used to identify the nature and extent of traffic-related concerns on a given street or a given area.

1. Contact Information

Name: Clementine Klein Date: 12-18-2015

Address: 1845 Luxton St. Phone #: 831-406-1845

Email: cbklein.93955@gmail.com

2. Please describe the location of the traffic concern. Attach a map or picture if necessary:

1800 block of Luxton St.
Please see illustration, attached, and neighborhood petition.

3. Please describe the nature of the neighborhood problem you are concerned with (attach additional sheets if necessary):

Cars speed down our street at dangerous speeds, risking the safety of residents of our block, including many small children and pets. The cars that drive on our block at these speeds are not stopping at any of the residences, making it clear that our block is a convenient and quiet shortcut on which to speed without as much visibility as they would have on Noche Buena, just one block away.

4. Please list possible solutions to the problem that you would like the City of Seaside to consider:

Speed cushions or speed bumps, please.
Thank you for your consideration!

Date: 12-18-2015 Signed: Clementine Bonner Klein

City of Seaside – Petition for Neighborhood Traffic Calming Measures

The undersigned agree to the following:

1. **All person signing this petition do hereby certify that they reside within the impacted area, which is hereby defined as the street segment of :**

1800 block of Luxton St. between San Pablo and La Salle

2. **All persons signing this petition do hereby agree of the following problem in the defined impacted area:**

Frequent speeders use our block as a shortcut at excessive, dangerous speeds.

3. **All persons signing this petition do hereby agree that the following contact person(s) represent the neighborhood as facilitator(s) between the neighborhood residents and the City of Seaside staff in matters pertaining to items 1 and 2 above:**

Clementine Klein

Only one signature per address

Circle One	Name/Signature	Address	Contact Number
Owner/ Resident	Name CARA WILSON Signature	1865 LUXTON	831·241·2362
Owner/ Resident	Name Shanan Rood Signature	1864 Luxton St.	(831) 277-0979
Owner/ Resident	Name Reneé Ferguson Signature Reneé Ferguson	1844 Luxton St.	831-236-3238
Owner/ Resident	Name JOHN KLEIN Clementine Klein Signature John Klein Clementine Klein	1845 LUXTON ST	831 869 9468

		ADDRESS	TELEPHONE
Owner/ Resident	Name Angie Phares Signature [illegible]	1826 Luxton St Seaside, CA	831-647-4782
Owner/ Resident	Name Antonio Perez Signature Antonio Perez	1812 Luxton St Seaside CA 93955	831-915-7422
Owner/ Resident	Name ERWIN DUNN Signature [illegible]	1813 LUXTON ST. SEASIDE, CA 93955	831-235-3570
Owner/ Resident	Name Lisa Newton Signature [illegible]	1821 Luxton St. Seaside CA	831-596-1067
Owner/ Resident	Name T. USSTRUMS Signature U.M. Ustrums	1820 Luxton Seaside Ca	831-905-0118
Owner/ Resident	Name Katherine Renderos Signature Isabel Lobato	1829 Luxton st Seaside CA	831-521-4230
Owner/ Resident	Name Signature	1832 Luxto St. seaside Ca.	831-581-5125
Owner/ Resident	Name MB Robertson Signature [illegible]	1873 Luxton St. Seaside CA 93955	831-521-1791
Owner/ Resident	Name Marisol Espinola Signature Marisol Espinola R.	1801 Luxton St. Seaside CA 93955	(831) 915-9626
Owner/ Resident	Name Jocelyn Gonzales Signature Jocelyn Gonzales	1896 Luxton St. Seaside CA 93955	(831) 224-5409
Owner/ Resident	Name Eric Crandall Sharifa Crandall Signature [illegible]	1880 Luxton St. Seaside CA 93955	(831) 334-4290
Owner/ Resident	Name MARION FITZGERALD Signature Marion Fitzgerald	1857 Luxton Seaside CA	~~[illegible]~~ 915-7918
Owner/ Resident	Name Signature		
Owner/ Resident	Name Signature		
Owner/ Resident	Name Signature		

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: SEASIDE
Street: 1800 BLOCK OF LUXTON STREET

A study of vehicle traffic was conducted with the device having serial number 200123. The study was done in the NB lane at 1800 BLOCK OF LUXTON STREET in SEASIDE, CA in MONTEREY county. The study began on 01/26/2016 at 03:00 PM and concluded on 02/02/2016 at 03:00 PM, lasting a total of 168.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 871 vehicles passed through the location with a peak volume of 8 on 01/29/2016 at [15:45-16:00] and a minimum volume of 0 on 01/26/2016 at [16:30-16:45]. The AADT count for this study was 124.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 20 - 25 MPH range or lower. The average speed for all classifed vehicles was 24 MPH with 41.79% vehicles exceeding the posted speed of 25 MPH. 0.86% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 20MPH and the 85th percentile was 31.31 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >					
10	63	133	269	192	99	30	9	1	3	1	0	1	0	5					

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.
Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 484 which represents 59 percent of the total classified vehicles. The number of Vans & Pickups in the study was 295 which represents 36 percent of the total classified vehicles. The number of Busses & Trucks in the study was 24 which represents 3 percent of the total classified vehicles. The number of Tractor Trailers in the study was 13 which represents 2 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >												
484	219	76	19	5	6	1	6												

CHART 2

HEADWAY

During the peak traffic period, on 01/29/2016 at [15:45-16:00] the average headway between vehicles was 100 seconds. During the slowest traffic period, on 01/26/2016 at [16:30-16:45] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 45.00 and 102.00 degrees F.

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: SEASIDE
Street: 1800 BLK LUXTON

A study of vehicle traffic was conducted with the device having serial number 200119. The study was done in the NB lane at 1800 BLK LUXTON in SEASIDE, CA in MONTEREY county. The study began on 02/23/2016 at 12:00 AM and concluded on 02/26/2016 at 12:00 AM, lasting a total of 72.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 431 vehicles passed through the location with a peak volume of 8 on 02/23/2016 at [07:30-07:45] and a minimum volume of 0 on 02/23/2016 at [16:45-17:00]. The AADT count for this study was 144.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 15 - 20 MPH range or lower. The average speed for all classifed vehicles was 21 MPH with 26.26% vehicles exceeding the posted speed of 25 MPH. 0.51% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 15MPH and the 85th percentile was 28.55 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >					
11	58	119	104	62	27	9	2	2	0	0	1	0	1	0					

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.
Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 306 which represents 77 percent of the total classified vehicles. The number of Vans & Pickups in the study was 75 which represents 19 percent of the total classified vehicles. The number of Busses & Trucks in the study was 11 which represents 3 percent of the total classified vehicles. The number of Tractor Trailers in the study was 4 which represents 1 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >												
306	68	7	8	3	1	2	1												

CHART 2

HEADWAY

During the peak traffic period, on 02/23/2016 at [07:30-07:45] the average headway between vehicles was 100 seconds. During the slowest traffic period, on 02/23/2016 at [16:45-17:00] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 48.00 and 108.00 degrees F.

E. TRAFFIC CALMING CRITERIA

The following criteria and thresholds will be used to determine if the requested location qualifies for traffic calming measures:

1) Residential, Collector, or Minor Arterial Streets; the City will not implement traffic calming measures on arterial streets. A map of the "Roadway Classification Map" is identified in Appendix 4. Staff can identify other actions if the street does not meet this basic criterion.

2) Neighborhood Support; prior to any data collection by the City, the applicant is requested to present a petition in conjunction with the Traffic Calming Request that identifies a majority of residents/property owner within the neighborhood block having the same concern for the speeding or traffic issue.

3) Residential Speeding Thresholds; request for traffic calming for speed related complaints will be eligible for traffic calming if the 85% speed is greater or equal to 7 miles over the speed limit. Residential speed limit is 25 mile per hour.

4) Collector and Minor Arterial Streets: requests for traffic calming for speed related complaints will be eligible only on streets with volumes less than 1,000 vehicles per day and the 85% speed is greater or equal to 7 miles over the speed limit.

5) Cut through traffic Thresholds; request for traffic calming for cut through traffic complaints for residential streets will be eligible for traffic calming if the average daily traffic is more than 1,600 vehicles per day. Traffic calming requests for cut through traffic complaints for collector and minor arterial streets will not be considered.

Criteria Matrix

STREET TYPE	NEIGHBORHOOD SUPPORT	SPEEDING THRESHOLD	CUT THROUGH THRESHOLD
Local/Residential	Majority of Block in Support	85% speed>32 mph	ADT>1,600 vpd
Collector Streets less than 1,000 vehicles per day	Majority of Block in Support	85% speed≥7mph over posted speed limit	Not Considered
Minor Arterial Streets less than 1,000 vehicles per day	Majority of Block in Support	85% speed≥7mph over posted speed limit	Not Considered
Arterial Streets	Not Considered	Not Considered	Not Considered

RECEIVED @ TAC 4/19/16 MTG.

Sharifa G. Crandall
1880 Luxton Street
Seaside, CA 93955

April 18, 2016

Dear Committee,

My husband, daughter, and I live on 1880 Luxton Street in Seaside. We strongly support the motions to 1) install a speed bump on our street and 2) increase the red curb area on LaSalle at Luxton.

First, we are concerned about our family's and our neighbors' safety on our street! Far too many cars drive over the speed limit down Luxton Street each day! We would like to see the City of Seaside install a speed bump. We do not support allowing cars to park on either side as this already crowds a narrow street. **Rather, we kindly request that a speed bump be installed on for our block.**

Second, when my husband and I drive our daughter to preschool each morning, it is difficult for us to see oncoming traffic at the junction of Luxton and LaSalle. This is because we cannot see beyond the parked cars on LaSalle, which obscure our view when turning left or right. **We support extending the red paint on LaSalle so cars do not park too close to the intersection.**

These are two simple changes that would increase the safety on our street!

Thank you for considering our request and for your time.

Sincerely,

Sharifa & Eric Crandall
(831) 334-2828
sgulamhu@ucsc.edu

$50 Application Fee

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: MARY PENDLAY FOR THE MASTERS Date: 3-13-16

Address: 1739 DEL MONTE BLVD. Phone: 394-3535 OR 649-3718 (H)

Type of Request (check all that apply):

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

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

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: PLEASE SEE ATTACHED.

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 TAC agenda for the next scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next 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)	$350
Installation of one sign	$350

* 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, MARY PENDLAY 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.

Mary Pendlay
Applicant Signature

3-13-16
Date

Traffic Advisory Committee Request Application Information from The Masters

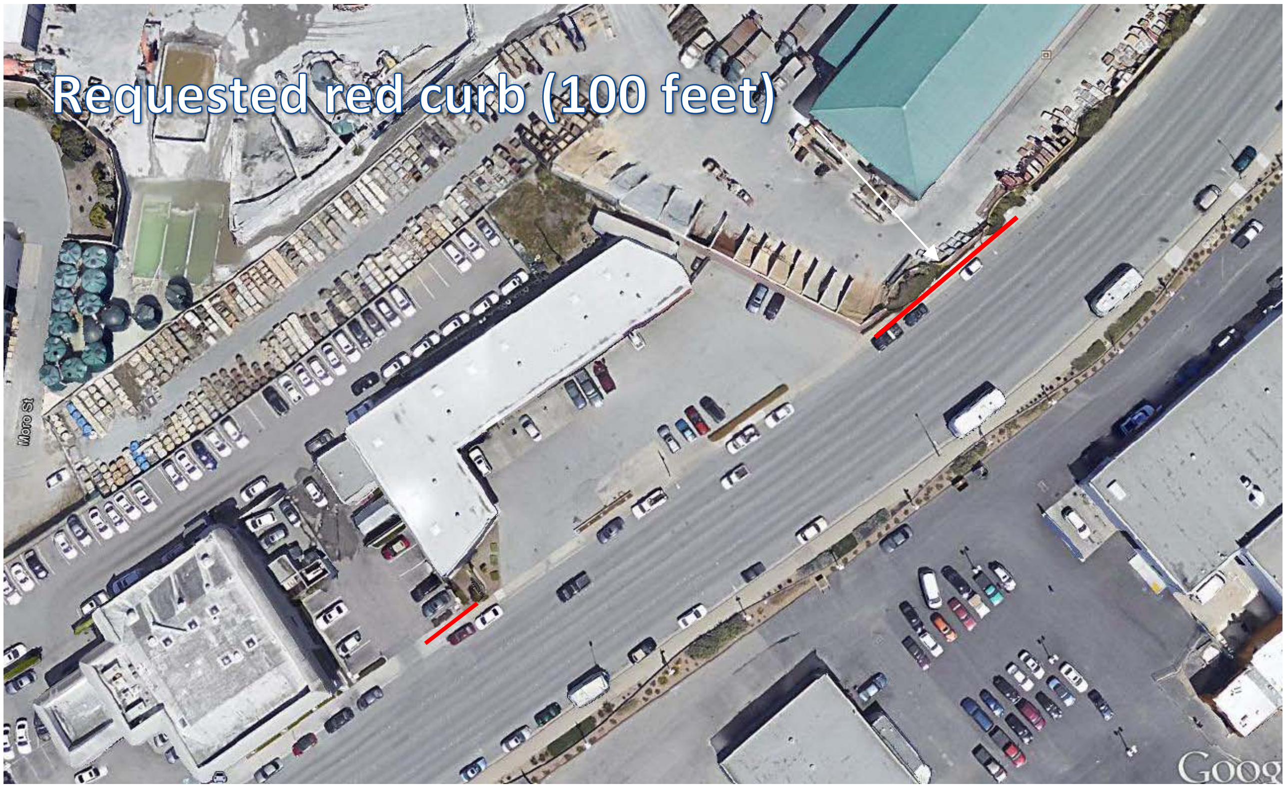
Problem: Exiting the north driveway of our business is an extreme risk due to lack of visibility and a curve in the street at 1739 Del Monte Blvd. Parked cars, campers, mobile homes, etc. block visibility. Please see attached photos.

If a car pulls out of the driveway for a longer view of oncoming cars, the driver and passengers are in the street and are risking an accident. The speed limit is 35 mph, but most traffic is faster.

We want to protect our customers and safeguard against injury or death. Consequently, we request that the north curb be marked red for 100 feet so that vehicles cannot obstruct the view of oncoming traffic. One section in the curve is already marked red for a fire hydrant.

We also request to mark the curb ourselves (with professional equipment) to lower fees.

ATTACHMENT 2



South driveway-looking south

South driveway looking north

ATTACHMENT 2

North driveway looking north.

ATTACHMENT 2

North driveway looking north.

CITY OF SEASIDE
STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services
Sharon Mikesell, Administrative Analyst

DATE: May 5, 2016

SUBJECT: **CONSIDER ADOPTION OF A RESOLUTION APPROVING THE 2016-2017 ANNUAL ACTION PLAN UNDER THE CITY OF SEASIDE'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

PURPOSE

The purpose of this item is to hold a public hearing and to adopt the 2016-2017 Annual Action Plan under the City's Community Development Block Grant Program.

RECOMMENDATION

It is recommended that the City Council hold a public hearing and consider public input on the recommended projects and public service requests, consider adopting the resolution approving the 2016-2017 Annual Action Plan and provide authorization for the City Manager to execute the required certifications and to sign the Application for Federal Assistance (SF-424).

BACKGROUND

The City of Seaside is a CDBG entitlement community. The overall goal of the CDBG program is to develop viable urban communities by providing decent housing, providing a suitable living environment, and expanding economic opportunities. Funds coming to the City under the CDBG program are restricted to activities that primarily benefit low-income persons, address slums or blight or meet a particularly urgent community development need.

The City of Seaside's Consolidated Plan identifies community needs and outlines general programs and service activities to be funded with CDBG dollars and other local sources over a five-year period. Each year the City is to adopt an Annual Action Plan which describes the specific programs and services to be implemented during the upcoming fiscal year to address community needs. Priorities set in the 2015-2020 Consolidated Plan include public facilities, housing, infrastructure, public services and economic development. On April 7, 2016, the City published a notice soliciting public comment on the draft annual Action Plan and identifying opportunities for public comment. On April 7, 2016, the 2016-2017 Annual Action Plan was posted on the City's website, with a hard copy available at the Resource Management Services Counter, the City Clerk's office, the Library, the Fire Station and the Oldemeyer Senior Center. The 30-day public comment period will end on May 7, 2016.

At the April 21 City Council meeting, the Community Development Advisory Committee (CDAC) public service and eligible project recommended funding allocations for 2016-2017 were discussed. Based on Council direction, a final draft Annual Action Plan has been prepared. The focus of this public hearing is on the consideration and approval the FY 2016-2017 Annual Action Plan. The adopted Plans will then be submitted to HUD on or before the deadline of May 15, 2016 for review and approval. All written and oral comments received during the public comment period will be forwarded to HUD with the adopted 2016-2017 Annual Action Plan.

FY 2016-2017 CDBG ANNUAL ACTION PLAN BUDGET

The City expects to be awarded $363,306 for Fiscal Year 2016-2017 in CDBG funds from the U.S. Department of Housing and Urban Development (HUD). Staff is estimating that the City will receive $100,000 in program income from the Embassy Suites ground lease payment and $136,216 from year three of the City's CD,BG repayment agreement. An estimated $242,395 will be carried forward from the 2015-2016 Revised Annual Action Plan. The total resources under the 2016-2017 Annual Action Plan amount to $848,310. Please see the table below.

Table 1 – 2016-2017 Sources of Funds

2016-2017 Sources of Funds		
2016 Entitlement Award	$	363,306
2016-2017 Program Income (estimated)	$	100,000
Prior Year Funds Carry-Forward (projects in progress)	$	242,395
Repayment of CDBG funds from City	$	136,216
Prior Program Income not allocated	$	6,393
Total	**$**	848,310

The draft 2016-2017 Annual Action Plan proposes categorical expenditures of CDBG funds as described below:

- **Obligatory Expenditures,** this is the City's repayment of a Section 108 loan;
- **Program Administration**
, which is capped at 20% of the current entitlement and plan ear program income;
- **Public Service Program Activities**, which is capped at 15% of the current entitlement and the prior plan year program income; and
- **Eligible Projects**, which includes infrastructure improvements, public facilities, parks, housing repair, and economic development.

Table 2 – 2016-2017 Proposed Uses of Funds

2016-2017 Proposed Uses of Funds		
Obligatory Expenditures	$	304,427
Program Administration	$	92,661
Public Service Program Activities	$	69,496
Eligible Projects	$	128,722
2015-2016 Project Carryover	$	242,305
Program Income not allocated	$	10,699
TOTAL USES	$	848,310

OBLIGATORY EXPENDITURES $304,427

In 1996, the City of Seaside applied for and received a Section 108 Loan Guarantee to undertake a redevelopment project for the installation of public works improvements in the City Center Revitalization Area. The repayment of this loan is an eligible CDBG expense. Using CDBG funds to repay this loan alleviates an expense to the General Fund.

PROGRAM ADMINISTRATION $ 92,661

CDBG Program Administration funds will be used to plan, implement and evaluate the CDBG program. Grant management activities may include, but are not limited to, federal reporting, budget oversight, subrecipient monitoring, policy development and writing, citizen and community outreach and coordination and supplemental grant writing to enhance CDBG funded activities.

PUBLIC SERVICE PROGRAM $ 69,496

The City will allocate the full amount allowed for public services which is capped at 15% of the current entitlement and the prior plan year program income. The Community Development Advisory Committee recommended the following matrix:

Public Services		Program	Requested	Authorized
	Legal Services for Seniors	Legal Services for Seniors	$15,000	$16,099

	The Village Project	After School Academy-tutoring	$12,000	$ 13,099
	Community Partnership for Youth	High School Leadership Program	$15,000	$16,099
	Girls, Inc	After school mentoring programs	$8,000	$9,099
	Salvation Army	Housing Program Support	$14,000	$ 15,099
Subtotal public services			**$64,000**	**$69,496**

City Council expressed concerns during the 2015-2016 CDBG funding allocation procedure that the city continue to utilize CDBG funding meet the obligation the City has to Community Human Services (CHS) under a Joint Powers Agreement. CHS is utilizing the CDBG project funding option to meet the obligation. This also frees up Public Services funding through the CDBG program for use by other Seaside non-profit organizations.

The Boys and Girls Club also limited their application to an eligible project and did not request Public Service program funds from CDBG from the City of Seaside.

ELIGIBLE PROJECTS ALLOCATION $ 128,722

Eligible projects are CDBG funding uses reserved for project activities that do not fall under the category of Administration or Public Service. Eligible uses of CDBG funds include, but are not limited to:

Acquisition and disposition of real property
Clearance or demolition
Homeownership assistance
Rehabilitation activities
Public facilities and
improvements Special economic
development activities Micro-
enterprise assistance.

The following is a list of ineligible uses of CDBG funds:

Assistance for buildings used for the general conduct of government
Local government expenses not directly related to the administration of the CDBG program Political activities
Purchase of equipment and operating expenses (except in certain circumstances when related to a public service activity or special economic development activity);
New housing construction
Income payments (with certain exceptions)
Activities not primarily benefiting lower income Seaside households (with certain

exceptions related to elimination of blight)

Category	Agency	Project	Requested	Recommended
	Boys & Girls Club of Monterey County	Seaside Clubhouse Improvements	$21,000	$21,000
	Community Human Services	Genesis House Facility-1152 Sonoma Ave. Kitchen improvements	$30,000	$30,000
	City of Seaside	Seaside Library Accessibility Improvements	$77,722	$77,722
Subtotal projects			**$128,722**	**$128,722**

Carryover Funding

Staff is estimating that $242,305 will be carried forward from the 2015-2016 Revised Annual Action Plan for projects already in progress for Community Human Services asphalt repairs, the Boys and Girls Club electrical upgrades and Seaside Library accessibility improvements.

FISCAL IMPACT

There is no fiscal impact to the General Fund associated with the Annual Actin Plan. The Community Development Block Grant Program is a Special Fund separate from the General Fund. The JPA Obligation between the City and Community Human Services is satisfied through Eligible Projects at their facility.

As part of its funding approval process, HUD requires an Application for Federal Assistance (SF-424) be submitted along with the Annual Action Plan. Therefore, it is recommended that the City Council authorize the City Manager to execute and submit the required application form.

ATTACHMENTS

1. 2016-2017 City of Seaside Draft Annual Action Plan

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

Annual Action Plan

2016-2017

City of Seaside Community Development Block Grant Program

Public comment period
April 7-May 7, 2016

PUBLIC REVIEW DRAFT

Executive Summary

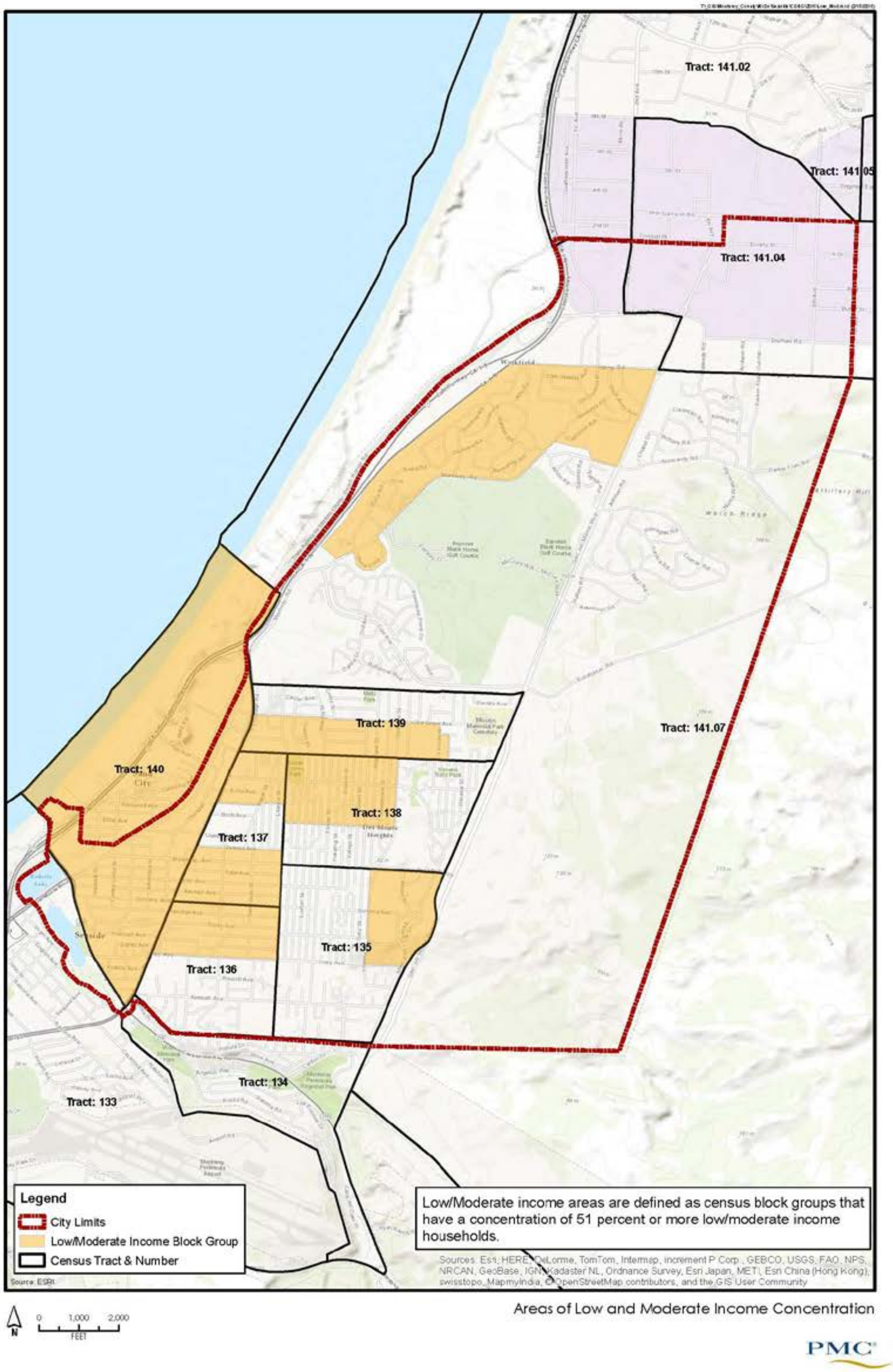
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Seaside (City) is an entitlement jurisdiction that receives federal funds from the US Department of Housing and Urban Development (HUD) to invest in local communities. In the 2016-2017 program year, the City expects to receive approximately $363,306 in HUD funding under the Community Development Block Grant (CDBG) Program, which is designed to assist low and moderate income (LMI) households. The City also expects to receive another $100,000 in program income for a land lease payment. The Annual Action Plan must also address special needs identified as the needs of the elderly, persons with disabilities, homeless individuals, and others. The 2016-2017 Annual Action Plan is the second annual plan implemented as part of the City's 2015-2020 Consolidated Plan.

The City has experienced a significant reduction in revenue over the past seven years. These include general revenues and special funds. These reductions have impacted the general operations of the City as well as the City's ability to implement housing and community and economic development activities. One of the most significant losses has been the statewide elimination of Redevelopment Agencies. The loss of this funding stream has had a disproportionate impact on housing and community development. Redevelopment Agency funds formerly carried much of the overhead for CDBG administration and the City's affordable housing program, the CDBG program is now fully burdened as the only funding source for these activities.

Faced with reduced resources, the City has made the choice to focus CDBG resources where the need is greatest. During the public outreach for the 2015-2020 Consolidated Plan the community identified areas of need to be infrastructure and facilities improvements in low income areas, including street and park accessibility improvements, and providing essential public services for youth and seniors. Activities such as the development of affordable housing and rental housing subsidy are beyond the scope of available resources.



Low and Moderate Census Tracts in Seaside

2. Summarize the objectives and outcomes identified in the Plan

The public participation process identified many target groups and needs of the community during the September 16, 2015 Community Workshop. Target populations include low income areas, seniors, youth, persons with disabilities and homeless.

The following projects are outlined in the 2016-2017 Annual Action Plan:

Boys & Girls Club Exterior Facility Improvements

Genesis House Kitchen Improvements

Seaside Library ADA Improvements

Salvation Army Housing Support Program

Girls Inc. After School Leadership Mentoring

The Village Project – Mae C. Johnson Education and Cultural Enrichment Academy

Legal Services for Seniors

Community Partnership for Youth

These projects are intended to assist low- and moderate-income persons and neighborhoods by providing a suitable living environment through improving access and removing barriers to public facilities and improving access and removing barriers to social servicesThe public particpation process identified many target groups and needs of the community during the September 16, 2015 Community Workshop. Target populations include low income areas, seniors, youth, persons with disabilities, homeless, persons with disabilities.

3. Evaluation of past performance

The City's CDBG program faces the challenges of shrinking grant funds and staffing turnover. The City continues to be impacted by the loss of redevelopment funding and a reduction in overall grant dollars received. The City continues to rely on contract staffing to supplement management of the CDBG grant program.

The Community Development Advisory Committee (CDAC) has steadily increased their involvement. In 2012, the CDAC was formed as part of the City's Citizen Participation Plan. The six current CDAC members meet monthly as an active and visible part of the planning and management for CDBG funds, providing valuable feedback to staff and ensuring citizen participation.

The City has successfully administered funding for programs and projects that will be reported in the CAPER this fall.

Genesis House	**ADA Improvements**
Boys & Girls Club	Public Facility Improvements
Seaside Library	ADA Accessiblity Improvements
Park and Recreational	Public Facility Improvements
Public Services	Seniors
	Youth
	Homeless
	Persons with Substance Abuse Issues
	Persons Suffering with Mental Illness

Table 1 - Successful CDBG Programs and Projects Funded in the Past Year

4. Summary of Citizen Participation Process and consultation process

On August 27, 2015 the City published an Annual Planning Notice and Notice of CAPER publication in the ***Monterey County Weekly*** in both English and Spanish.

On September 16, 2015 the Community Development Advisory Committee (CDAC) held the Annual Community Needs Assessment workshop to assess the housing and community development needs in the community of Seaside.

On October 29, 2015 a Notice was published in both English and Spanish regarding the Notice of Funds Availability (NOFA) and the Mandatory 2016-2018 CDBG Application Workshop to be held on Wednesday, November 18 at 6:30 PM in the Blackhorse Room at the Oldermeyer Center 986 Hilby Avenue.

On November 12, 2015 CDBG Applications were released

On November 18, 2015 the Mandatory CDBG Application workshop was held and ten (10) organizations participated.

January 15, 2016 at 5pm CDBG applications were due

February 3, 2016 CDAC received copies of the Applications and instructions for ranking

February 24, 2016 CDAC discussed their individual rankings and approved their scoring.

March 14, 2016 CDAC made recommendations for the use of 2016-2017 CDBG funding.

April 6, 2016 CDAC reviewed draft Annual Action Plan

April 7, 2016 the Notice was published in Monterey County Weekly soliciging public comments on AAP and draft AAP released. Public Comment period 4/7 to 5/7/16

May 5, 2016 the City Council held a public hearing and adopted the 2016-2017 Annual Action Plan

May 15, 2016 Action Plan Due to HUD

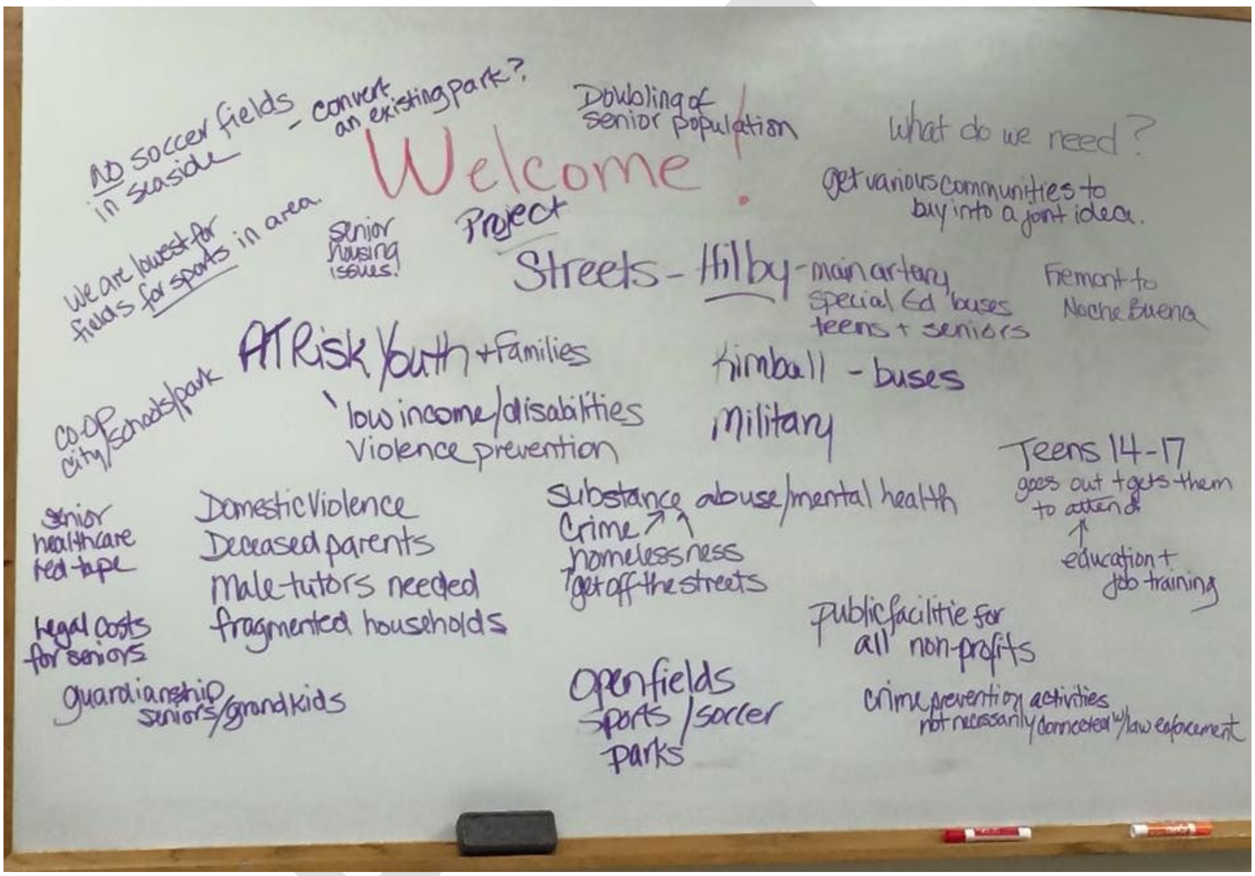


Photo of Whiteboard from Community Workshop

OMB Control No: 2506-0117 (exp. 07/31/2015)

CDBG COMMUNITY NEEDS ASSESSMENT WORKSHOP

The City of Seaside Community Development Advisory Committee invites you to the annual planning community workshop for the Community Development Block Grant (CDBG) Program.

CDBG funds are provided to the City through the Department of Housing and Urban Development (HUD).
This workshop is part of the annual planning process for CDBG funding.

AT THIS WORKSHOP, WE WILL:

- Discuss the eligible uses of CDBG funds.
- Describe the annual planning process.
- Describe uses in prior years.
- Explain the five-year priority needs.
- Establish the priority needs that will direct 2016–17 and 2017–18 CDBG funding.

DATE: **WEDNESDAY, SEPTEMBER 16, 2015**

TIME: **6:30 PM**

PLACE: **OLDEMEYER CENTER
BLACKHORSE ROOM
986 HILBY AVENUE**

All interested citizens and agencies are encouraged to attend.

COME HELP YOUR CITY PLAN FOR THE FUTURE!

In compliance with the Americans with Disabilities Act (ADA), the City of Seaside does not discriminate against persons with disabilities and is an accessible facility. Any person with a disability who requires a modification or accommodation to be able to participate in this meeting is asked to contact the office of the City Clerk at lmilton@ci.seaside.ca.us or 899-6707, no fewer than two business days prior to the meeting to allow for reasonable arrangements. Agenda-related writings or documents provided to the Community Development Advisory Committee are available for public inspection during the meeting or may be requested from the office of the City Clerk.

If you would like more information regarding the workshop, please contact Sharon Mikesell at (831) 899-6734 or via e-mail at SMikesell@ci.seaside.ca.us.

Para información en español, llame a Rosa Camacho-Chavez al (831) 383-7987 o a través de e-mail a rcamacho@mbakerintl.com. Traducción al español estará disponible para este taller.

City of Seaside, 440 Harcourt Ave, Seaside, CA 93955 • www.ci.seaside.ca.us

Needs Assessment Workshop Flyer-English

TALLER DE CDBG SOBER LA EVALUACIÓN DE NECESIDADES DE LA COMUNIDAD

El Comité Consultivo de Desarollo Comunitario de la Ciudad de Seaside le invita al taller comunitario anual de planificación para el Programa de Subsidios Globales para el Desarrollo Comunitario (CDBG).

Fondos del programa de CDBG son proporcionados a la Ciudad a través del Departamento de Vivienda yDesarrollo Urbano (HUD).
Este taller forma parte del proceso de planificación anual de fondos CDBG.

EN ESTE TALLER, VAMOS A:

- Analizar los usos elegibles de los fondos de CDBG.
- Describir el proceso de planificación anual.
- Describir los usos en años anteriores.
- Explicar las necesidades prioritarias de cinco-años.
- Establecer las necesidades prioritarias que dirigirán los fondos CDBG del 2016–17 y 2017–18.

FECHA: **MIÉRCOLES, 16 DE SEPTIEMBRE, 2015**

HORA: **6:30 PM**

LUGAR: **OLDEMEYER CENTER**
BLACKHORSE ROOM
986 HILBY AVENUE

Se les anima a todos los ciudadanos y agencias interesadas a asistir.

¡VENGA A AYUDARLE A SU CIUDAD A PLANEAR PARA EL FUTURO!

En cumplimiento con la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act, ADA, en inglés), la Ciudad de Seaside no discrimina contra las personas con discapacidad y es una instalación accesible. Cualquier persona con una discapacidad que requiera una modificación o adaptación para poder participar en este taller se le pide que se ponga en contacto con la oficina de la Secretaria de la Ciudad al lmilton@ci.seaside.ca.us o 899-6707, no menos de dos dias hábiles de anticipación a la sesión para dar tiempo a hacer arreglos razonables.

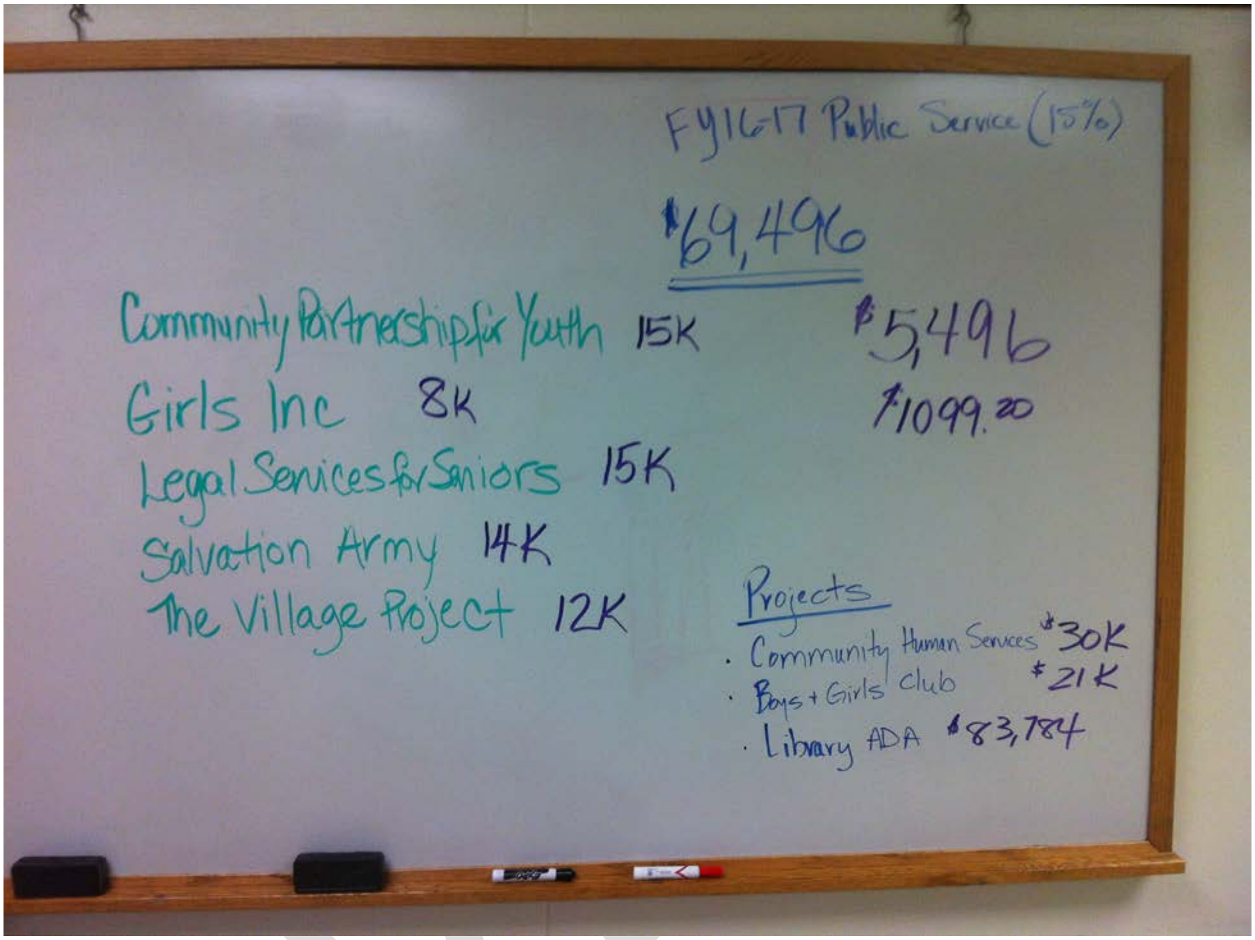
Escrituras relacionadas con el programa o documentos aportados al Comité Consultivo de Desarollo Comunitario están disponibles para inspección del público durante la reunión, o pueden ser solicitados por la oficina de Secretarí de la Ciudad.

Si desea obtener más información acerca del taller, por favor póngase en contacto con Rosa Camacho-Chavez al (831) 383-7987 o vía correo electrónico en rcamacho@mbajkerintl.com.

City of Seaside, 440 Harcourt Ave, Seaside, CA 93955 • www.ci.seaside.ca.us

Needs Assessment Workshop Flyer-Spanish

OMB Control No: 2506-0117 (exp. 07/31/2015)



March 14 CDAC-Brainstorming subrecipient allocations

5. Summary of public comments

to be filled in at the end of the comment period

6. Summary of comments or views not accepted and the reasons for not accepting them

to be filled in at the end of the comment period

7. Summary

The 2016-2017 Annual Action Plan has limited projects as a large Section 108 loan repayment is due. Public Service recipients were pleasantly surprised as there was more funding available to them due to limited application submittals from organizations. All public service recipients filing complete applications were allocated more funding than they requested.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	SEASIDE	Resource Management Services Department

Table 2 – Responsible Agencies

Narrative (optional)

The City of Seaside Resource Management Services Department serves as the lead agency for the administration of CDBG funds

Consolidated Plan Public Contact Information

Sharon Mikesell, Administrative Analyst

City of Seaside

440 Harcourt Avenue

Seaside, CA 93955 831-899-6734

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Seaside worked with the Coalition of Homeless Services Providers (Monterey County's designated Continuum of Care (CoC) lead agency), the Monterey County Housing Authority Development Corporation (HDC), housing and service providers, and other local jurisdictions to develop the Annual Action Plan, as described below.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Seaside's Community Development Advisory Committee meets the 3rd Wednesday of the month and welcomes participation from both public and assisted housing providers and health, mental health and service providers. Workshops are advertised in the Monterey County Weekly in both English and Spanish and posted on the City website and other locations around town. Individuals wishing to receive emails can request to be added to a list for meeting reminders. The Committee is made up of John Francis, Sue Hawthorne, Sharrline Napoleon, Jessica Piombo, Rebecca Pieken and Clementine Bonner Klein. The goal of the Committee is to improve coordination between housing and service providers and to leverage partnerships to improve access to public services.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The CoC's Coordinator and the Coalition of Homeless Services Providers (CHSP) recently completed a 10 Year Strategy to End Homelessness, which involved extensive collaboration with the City of Seaside. The City coordinates homeless prevention strategies with the CoC and CHSP. A key element of this strategy is connecting those discharged from public institutions to assistance from agencies addressing housing, health, social services, employment, education and youth needs. The City also coordinates plans for providing the most needed housing for those who are homeless or at risk of homelessness. The City primarily relies on the CHSP, Monterey County and nonprofit groups to perform social services functions for homeless persons.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Seaside does not receive ESG funds from HUD. The City relies on the County of Monterey and nonprofit groups to perform these social service functions.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 3 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Legal Services for Seniors
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Services for Seniors regularly has a representative at CDAC meetings and workshops and actively participates in all topic discussions.
2	**Agency/Group/Organization**	Community Partnership for Youth
	Agency/Group/Organization Type	Services-Children

	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CPY regularly has a representative at CDAC meetings and workshops and actively participates in discussions of all topics.
3	**Agency/Group/Organization**	Boys and Girls Club of Monterey County
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Boys and Girls Club of Monterey County regularly has a representative at CDAC meetings and workshops and participates in discussions of all topics.
4	**Agency/Group/Organization**	Greater Victory Temple Church of God in Christ
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A representative from Greater Victory Temple participated in the CDBG application workshop in November 2015.
5	**Agency/Group/Organization**	Girls, Inc. of the Central Coast
	Agency/Group/Organization Type	Services-Children Services-Education

	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A representative from Girls Inc. has participated in CDAC meetings and workshops as well as discussion of all topics covered.
6	**Agency/Group/Organization**	Community Human Services
	Agency/Group/Organization Type	Services - Housing Services-Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A representative from Community Human Services regularly attends CDAC meetings and workshops and participates in all discussion topics.
7	**Agency/Group/Organization**	Seaside High School Robotics Club
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives from the Seaside High Robotics Club attended the CDBG application workshop in November 2015.
8	**Agency/Group/Organization**	Salvation Army Monterey Peninsula Corps
	Agency/Group/Organization Type	Housing Services - Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Salvation Army has increased their participation at CDAC meetings during the past year and has attended meetings and workshops, participating in discussions of all topics.
9	**Agency/Group/Organization**	The Village Project, Inc.
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Village Project regularly has a representative in attendance at CDAC meetings and workshops and participates in discussion of all topics.
10	**Agency/Group/Organization**	CENTRAL COAST CENTER FOR INDEPENDENT LIVING
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A representative from the CCCIL attended the CDBG application workshop in November 2015.

Identify any Agency Types not consulted and provide rationale for not consulting

All agencies and individuals are welcome to participate in CDAC meetings and workshops or attend City Council public hearings and presentations.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Coalition of Homeless Services Providers	Homelessness Strategy Homeless Needs /Chronically homeless Homeless Needs /Families with children Homelessness Needs /Veterans Homelessness Needs /Unaccompanied youth

Table 4 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Planning and Community workshop for the 2016-2018 Fiscal Years was held Wednesday, September 16, 2015 at 6:30 PM in the Blackhorse Room of the Oldemeyer Center, 986 Hilby Avenue, Seaside, CA. The workshop solicited public comment on the priority needs to direct 2016-2018 CDBG Funding. An application workshop was held Wednesday, November 18, 2015 at the Oldemeyer Center and was mandatory for any groups seeking subrecipient funding.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments re ceived	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-English Speaking - Specify other language: Spanish	Newspaper Ads in both English and Spanish were published for the two workshops.	No additional comments were received outside of the meeting itself		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments re ceived	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The September 16 workshop was well attended, sign ins were not mandatory.	Please see whiteboard comments illustrated in this document	All comments were encouraged and appreciated	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments re ceived	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	13 people signed in for the November 18, ,2015 Application workshop	Comments and questions were directed to the application process and most were procedural and not about the program	All comments are welcomed and appreciated.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments re ceived	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	A public hearing was held May 5, 2016 to review the Annual Action Plan prior to submission to HUD		All comments are welcomed and appreciated	

Table 5 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

The City anticipates an award of CDBG funds in the amount of $363,306. The City's CDBG program also plans to receive $100,000 in program income from a land lease with Embassy Suites. The City does not anticipate other program income as it is not regular enough to provide a reasonable annual estimate. The City will be repaying $136,236 to the program funds in 2016.

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	363,306	239,216	0	602,522	0	

Table 6 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

No additional resources have been identified. The CDBG program has no matching requirement.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

As of the writing of the Annual Plan, there was not anticipated to be any publicly owned land or property within the City that would be used to address identified needs.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Enhance Access to Social Services	2015	2019	Homeless Non-Housing Community Development			CDBG: $69,646	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 13 Households Assisted
2	Improve Accessibility for Persons w/ Disabilities	2015	2019	Non-Housing Community Development		Infrastructure	CDBG: $81,938	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
3	Construct or Upgrade Public Facilities	2015	2019	Non-Housing Community Development		Public Facilities	CDBG: $51,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 130 Households Assisted

Table 7 – Goals Summary

Goal Descriptions

1	**Goal Name**	Enhance Access to Social Services
	Goal Description	Public Service activities other than Low/Moderate income Housing. Benefit 500 persons assisted.
2	**Goal Name**	Improve Accessibility for Persons w/ Disabilities
	Goal Description	Public facility or infrastructure activities other than low/moderate income housing benefit. Accessability improvements for the Seaside Library
3	**Goal Name**	Construct or Upgrade Public Facilities
	Goal Description	Public facilty of infrastructure activities other than low/moderate income housing benefit. Improvements to various public facilities.

Table 8 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

The Salvation Army public service activity will assist 38 households with housing, including 120 adults and children. The Community Human Services public facilities project will assist 130 persons by providing access to a local residential substance abuse treatment and recovery program serving several target populations including individuals with HIV/AIDS and homeless. (170 total persons)

AP-35 Projects – 91.220(d)

Introduction

The activities to be undertaken during 2016-2017 are summarized below. All activities identified are expected to be completed no later than June 30, 2017. All beneficiaries target primarily low/moderate income households. The Salvation Army Housing Program targets homeless.

#	Project Name
1	General Administration
2	Section 108 Loan Repayment
3	Boys and Girls Club Exterior Facility Improvement
4	Genesis House-Kitchen Improvements
5	Seaside Library ADA Improvements
6	Salvation Army Housing Program Support
7	Girls Inc. After School Leadership Mentoring
8	The Village Project-Mae C. Johnson Education and Cultural Enrichment Academy
9	Legal Services for Seniors
10	Community Partnership for Youth

Table 9 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

There are several constraints to meeting the needs of target income residents and the primary obstacle has been a lack of funding to fully address all needs. The City has encouraged the Public Services applicants to request funding between $5,000 and $15,000 for a commitment to a level of support justifying the administrative requirements, while also allowing multiple organizations to participate. The applicants responded to the suggestion positively and all applicants requested funds within the recommended range. All requests from non-profit applicants submitting complete applications were fully funded. Since the scoring of the applications was very close and more funding was available than requested, the five public service applicants submitting complete applications were recommended by the CDAC to equally divide the funding in excess of the requests. As a result, the public service funding amounts range from $9,099.20 to $16,099.20.

Projects

AP-38 Projects Summary

Project Summary Information

Table 10 – Project Summary

1	**Project Name**	General Administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: $92,661
	Description	Administrative Costs for the City of Seaside CDBG Program
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Administration of the CDBG program for the City of Seaside
2	**Project Name**	Section 108 Loan Repayment
	Target Area	
	Goals Supported	Construct or Upgrade Public Facilities

	Needs Addressed	Infrastructure
	Funding	CDBG: $304,427
	Description	Repayment of Section 108 Loan to undertake installation of public works improvements in the City Center Revitalization Area
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 10,000 families will benefit from this project.
	Location Description	City Center Revitalization Area (Fremont/Broadway)
	Planned Activities	Repayment of Section 108 Loan to undertake installation of public works improvements in the City Center Revitalization Area.
3	**Project Name**	Boys and Girls Club Exterior Facility Improvement
	Target Area	
	Goals Supported	Construct or Upgrade Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: $21,000
	Description	Exterior improvements to the Seaside Boys and Girls Clubhouse.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	700 low income youth. (a minimum of 57% of total patrons)
	Location Description	1132 LaSalle Avenue, Seaside, CA

	Planned Activities	Install new skylights and roof repair, paint window and door frames, ceilings and higher levels of the exterior.
4	**Project Name**	Genesis House-Kitchen Improvements
	Target Area	
	Goals Supported	Construct or Upgrade Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: $30,000
	Description	Kitchen facilities improvements including expansion, replacement of flooring, install commercial range and exhaust hood, install service counter and drop down gate, replace kitchen work surfaces and storage
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	130 persons needing long term residential drug treatment for men, women and pregnant/parenting women and their children
	Location Description	Genesis House, 1152 Sonoma Avenue, Seaside, CA
	Planned Activities	Kitchen facilities improvements including expansion, replacement of flooring, install commercial range and exhaust hood, install service counter and drop down gate, replace kitchen work surfaces and storage
5	**Project Name**	Seaside Library ADA Improvements
	Target Area	
	Goals Supported	Construct or Upgrade Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: $77,722

	Description	Accessibility improvements to the Seaside Library.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated this project could benefit 500 persons of low/moderate limited clientele.
	Location Description	550 Harcourt Avenue, Seaside, CA
	Planned Activities	Identified improvements needed include railings; emergency exits from reading room, meeting room and break room; entry vestibule, restrooms and drinking fountain and breakroom upgrades.
6	**Project Name**	Salvation Army Housing Program Support
	Target Area	
	Goals Supported	Enhance Access to Social Services
	Needs Addressed	Affordable Housing Public Services
	Funding	CDBG: $15,099
	Description	Program assistance for staffing of the Salvation Army's housing program
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	38 homeless families, including an average per year of 120 adults and children.
	Location Description	1491 Contra Costa and 535 Palm Avenue, Seaside, CA
	Planned Activities	Assistance for paying housing program staff salaries for 2016-2017
7	**Project Name**	Girls Inc. After School Leadership Mentoring
	Target Area	

	Goals Supported	Enhance Access to Social Services
	Needs Addressed	Public Services
	Funding	CDBG: $9,099
	Description	
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	80 minority and low income girls at three Seaside schools
	Location Description	Seaside High School, Seaside Middle School, Ord Terrace Elementary School
	Planned Activities	Developmentally appropriate after school programming addressing 1)Drop out rates and lack of post-secondary education particularly among minority and low-income students 2) Teen pregnancy 3) Substance abuse prevention 4) Limited resources for youth.
8	**Project Name**	The Village Project-Mae C. Johnson Education and Cultural Enrichment Academy
	Target Area	
	Goals Supported	Enhance Access to Social Services
	Needs Addressed	Public Services
	Funding	CDBG: $13,099
	Description	Afterschool Academy created to provide tutoring and counseling to meet the social and emotional developmental needs of highly at risk students grades 1-12.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	27 at-risk students from Seaside in grades 1-11.

	Location Description	
	Planned Activities	The funds requested will partially fund the salary of one part-time tutor in the Afterschool Academy
9	**Project Name**	Legal Services for Seniors
	Target Area	
	Goals Supported	Enhance Access to Social Services
	Needs Addressed	Public Services
	Funding	CDBG: $15,099
	Description	To provide no-cost legal services up to and including court representation to all Seaside residents 60 years of age and above.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	180 Seaside senior residents (age 60 and above)
	Location Description	915 Hilby Avenus, Suite 2, Seaside, CA 93955
	Planned Activities	Services will be provided to all Seaside residents 60 years of age and above who need legal help. Legal problems can range from simple legal questions to court representation for physical elder abuse and probate guardianships.
10	**Project Name**	Community Partnership for Youth
	Target Area	
	Goals Supported	Enhance Access to Social Services
	Needs Addressed	Public Services
	Funding	CDBG: $16,099

	Description	Financial support for the High school Leadership, Job Preparation and Life Skills Program. 15 Mentor Tutors hired as graduates from the program will serve 400 students.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	415 low/moderate income at-risk students
	Location Description	Tutoring locations: Del Rey Woods Elementary 1281 Plumas Avenue, Highland Elementary 1650 Sonoma Avenue, Martin Luther King Elementary 1713 Broadway, Ord Terrace Elementary 1755 LaSalle Ave
	Planned Activities	Financial support for the High school Leadership, Job Preparation and Life Skills Program. 15 Mentor Tutors hired as graduates from the program will serve 400 at-risk students.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

At the direction of the CDAC and with the consent of the City Council, CDBG funds are directed to the low income residential areas of the City. (see map at beginning of report).

Rationale for the priorities for allocating investments geographically

Public services that primarily serve low income residential areas or that operate from facilities located in low income residential areas are given a higher rank in the selection process. Public facilities that are located in low income residential areas are targeted for improvements, specifically ones that target low income households. During the five year planning period, an emphasis will be placed on basic infrastructure in low income areas, specifically, roadways, sidewalk, curb and gutter. Please note that the City has a significant low income population, and a significant population living within areas that are predominantly low income. Services and projects that are city wide may not technically be targeted to low income households but the effect is to positively impact low income households.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

As a result of the lack of resources available to the City, and the lack of staffing to oversee or implement housing programs, the City does not plan to implement any housing program in the plan year.

The City has no plans in the 2016-2017 program year to produce affordable housing through activities that provide rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units. This includes housing for homeless, and homeless special needs households. Likewise, the City has no plans to provide affordable housing through rental assistance.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The primary public organization for affordable housing and supportive services in the City is the Housing Authority of the County of Monterey (HACM), a public housing authority whose mission is to develop and operate affordable housing and implement supportive programs. The Housing Authority manages a Section 8 Housing Choice Voucher (HCV) program and Family Self Sufficiency programs. Both programs are essential in meeting Seaside's housing needs.

Actions planned during the next year to address the needs to public housing

HACM will undertake the following actions :

1. Open the HCV wait list.
2. Apply for new HCV allotments.
3. Provide reasonable accommodation and modifications for its disabled program
4. Use the Rental Assistance Demonstration program to rehabilitate and extend the affordability of older public housing units.
5. Continue to affirmatively market the HCV program to new landlords to expand participation and meet five year goals of diversifying neighborhoods and placing participants within close proximity to jobs and amenities.
6. Coordinate with the Leadership Council to implement the "Lead Me Home" 10 Year Plan to End Homelessness.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

1. HACM will encourage public housing residents to participate in policy, procedure, and program implementation and development through its Resident Advisory Board.
2. HACM will distribute a newsletter to all residents, which contains relevant news, information on training and employment opportunities, and other community resources available to public housing residents.
3. Public housing residents will participate in the development of the HACM's five year and annual plans.

4. The Resident Services Division will distribute a survey to prioritize resident needs and schedule short and long term improvements.
5. Operate the Family Self Sufficiency and POWER programs to help residents build financial assets and prepare for homeownership where appropriate.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

HACM is not identified as "troubled."

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Seaside works with regional homeless assistance coordination to reduce homelessness. The lead agency is the Monterey County Department of Social Services (DSS). Two local collaborative efforts are the Coalition of Homeless Services Providers (Homeless Coalition) and Leadership Council (CoC governing body).

These organizations are directly responsible for funding and program decisions for Monterey County and the City of Seaside.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including greaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will closely coordinate with Monterey County and the Leadership Council CoC to reach out to homeless persons. As described in the "Lead Me Home" 10 Year Plan to End Homelessness, these entities will: collaborate to develop referral agreement between outreach workers and other housing and service providers and designate priority access to housing and treatment slots for clients engaged by outreach workers, develop a centralized information and referral system, streamline referrals and improve service coordination, partner hospitals with existing services to establish respite care centers and detoxification facilities, enhance coordination with mainstream benefits programs. In these efforts, the City will act as an information and referral resource for participating housing and homeless service providers to facilitate agreements and partnerships.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will support strategies outlined in the "Lead Me Home" plan. Create a Comprehensive Housing Pipeline, Focus Housing Development of Target Populations, particularly Permanent Supportive Housing for chronically homeless individuals. Identify new funding sources to create Affordable Permanent Supportive Housing, including a Social Impact Bond and Housing Trust Funds

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

Homeless individuals and families with immediate and transitional shelter needs have been given an overall high priority since their numbers are increasing and there is a shortage of shelter facilities. Homeless victims of domestic violence are particularly high priority as more counseling services and training opportunities are needed and existing facilities are overcrowded. The City will support having the CoC apply for additional new Shelter Plus Care funding that will target the chronically homeless and increasing the number of beds for the chronically homeless by modifying existing Shelter Plus Care programs not specifically targeting chronically homeless.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: 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); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City will support projects and programs and give proposed programs and improvements that prevent homelessness higher priority. In addition, the City will promote these strategies outlined in the "Lead Me Home" plan: integration of services at the system level; enhancement and integration of services at the client level; improving access to mainstream benefits; launch Employment First (job training); strengthen job development capacity and on-site support; economic development opportunities that will create new jobs for homeless or formerly homeless persons; plan for stability prior to relese from incarceration; implement alternatives to arrest and incarceration; create universal healthcare policies and transition aged-out foster youth to housing and income stability

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

The City's General Plan Housing Element systemically analyzes and addresses barriers to affordable housing. These include governmental, nonâ¿ governmental, analysis leads to policies and programs to address these constraints. Please find more detailed information on affordable housing in the City's Housing Element on the City of Seaside website.

The City is currently in the process of a General Plan update. Community workshops are planned to receive public input regarding affordable housing and other concerns in the community.

Actions it planned 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

In order to produce affordable housing, the City has an inclusionary housing ordinance. The ordinance requires that for all new developments, at least 20 percent of new units constructed must be restricted for occupancy by moderate¿ low¿ low, or very households. For further information, refer to Chapter 17.31, Affordable Housing Requirements, of the Seaside Code of Ordinances at the following on the City of Seaside website.

To expedite project facilitation and provide internal support to project applicants, the City has also established a planning permit review process. When required, permit review takes place before any necessary building permits or business licenses are applied for and are intended to ensure that new development is compatible with surrounding neighborhoods and planned future development.

Discussion

OMB Control No: 2506-0117 (exp. 07/31/2015)

AP-85 Other Actions – 91.220(k)

Introduction

This section describes the City's actions to address underserved needs, maintain affordable housing, reduce lead based paint hazards, reduce poverty, develop institutional structure, and enhance public-private coordination.

Actions planned to address obstacles to meeting underserved needs

Use CDBG funds targeted to public facilities and infrastructure to make ADA accessibility improvements. Use CDBG funds targeted to public services to support organizations that assisted underserved populations.

Actions planned to foster and maintain affordable housing

Housing programs have been limited as a result of a lack of resources and staffing available to the City. The city does not plan to revive façade improvement programs for homeowners or small businesses in the plan year 2016-2017. The City plans to support the ”Lead Me Home” Plan in its efforts to build an affordable housing pipeline and coordination with HACM in rehabilitating and upgrading affordable housing units.

Actions planned to reduce lead-based paint hazards

The City will mitigate lead based paint through public facilities improvements, and educate participants on the hazards of lead based paint. In addition, all rehabilitation contracts for public facilities or other rehabilitation projects funded through the City include provisions for work necessary to eliminate any existing lead based paint hazards on applicable surfaces.

Actions planned to reduce the number of poverty-level families

Support organizations that assist poverty-level families through the use of CDBG Public Services funds, including educational programs. Continue to implement the Economic Opportunity Plan. The City's General Plan includes a proactive plan for Economic Development as part of the housing strategy to improve the quality of life. The EOP includes specific criteria for evaluating development proposals, identification of key opportunity sites, a long range property management plan and a Small Business Support program.

Actions planned to develop institutional structure

Continue to use CDBG Administration funds to implement the Consolidated Plan and Annual Action Plans, address the Analysis of Impediments to Fair Housing, complete annual CAPER reports, and comply with HUD regulations. Continue to support institutions that provide housing and services for low income populations with CDBG Public Services funds, and by providing other forms of support available to the City.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to support regional planning efforts such as the Leadership Council CoC and the "Lead Me Home" 10 Year Strategy to End Homelessness.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%

Discussion

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE 2016-2017 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, Title 1 of the National Affordable Housing Act requires recipients of Federal funds from the Department of Housing and Urban Development (HUD) to develop a Five -Year Consolidated and related Annual Action Plans; and

WHEREAS, the City of Seaside as a recipient of Community Development Block Grant (CDBG) funds, has an approved 2015-2020 Five-Year Consolidated Plan, and

WHEREAS, the 2016-2017 Annual Action Plan has been prepared to implement the strategies contained in the Five-Year Consolidated Plan,

WHEREAS, on October 29, 2015, the City posted and published a Notice of Funding Availability (NOFA) & Mandatory 2015-2016 CDBG Application Workshop which solicited applications for CDBG funded programs and projects, and notified the public of the annual planning process for CDBG funding; and

WHEREAS, the Community Development Advisory Committee met on February 3, February 24 and March 14, 2016 to review 2016-2017 funding applications and to formulate the CDAC's public service and eligible projects funding allocation recommendations to the City Council; and on April 6, 2016 to review the draft Annual Action Plan.

WHEREAS, the City Council accepted the CDAC recommendations for public service and eligible projects funding at its April 21, 2016 regular meeting; and

WHEREAS, pursuant to Federal regulations the City did hold the required public hearing on May 5, 2016, after public notice,

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that the 2016-2017 Annual Action Plan for the Community Development Block Grant Program covering the designated periods, marked "Exhibit A" and made a part hereof, is hereby approved, and that the City Manager is hereby authorized to sign the Application for Federal Assistance (SF-424), all certifications, assurances and other documents as may be required by HUD.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of May, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Ralph Rubio, Mayor

ATTEST:

____
Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Diana Ingersoll, Deputy City Manager Resource Management Services
Tim O'Halloran, City Engineer/Public Works Services Manager
Rick Medina, Senior Planner

DATE: May 5, 2016

SUBJECT: **PUBLIC HEARING TO CONSIDER PROPOSED TEXT AMENDMENTS TO CHAPTER 10.04 AND CHAPTER 10.32 OF THE SEASIDE MUNICIPAL CODE TO PROHIBIT THE PARKING OF RECREATIONAL VEHICLES, TRAILERS, AND PROHIBITED VEHICLES ON CITY STREETS, ALLEYS, PUBLIC RIGHT-OF-WAYS, AND PUBLICLY OWNED PARKING LOTS. (*SECOND READING – ROLL CALL VOTE*).**

PURPOSE

In accordance with Section 17.74.040.A of the Seaside Municipal Code (SMC), the purpose of this item is to have the City Council approve the proposed text amendments to Chapter 10 prohibiting the the on street parking of recreational vehicles, trailers, and prohibited vehicles as defined in the Draft Ordinance. At the April 21, 2016 City Council meeting, the council approved the first reading.

RECOMMENDATION

It is recommended that the City Council approve the second reading of the proposed text amendment to the Seaside Municipal Code and adopt the ordinance as presented.

BACKGROUND

In 2009, the City of Seaside retained DKS and Associates to perform a citywide parking study and implementation plan. This plan was developed based upon the need to obtain a comprehensive assessment of existing parking conditions citywide and develop alternative parking restrictions on certain vehicles (e.g. recreational vehicles, trailers, boats, large commercial vehicles) as well as a program for enforcement. On November 4, 2010, the City Council accepted the Citywide Parking Study and Implementation Plan (Study) and directed

City to return with prioritized recommendations to improve the availability of on-street parking and reduce parking conflicts within residential and commercial neighborhoods.

On November 21, 2013, the City Council took its first step toward regulating on-street parking restrictions with the adoption of Ordinance No. 1010, which prohibited on-street parking of unhitched trailers, campers, and boats by amending the text of Chapter 10.04 and Chapter 10.32 of the SMC as follows:

1. Added new Section 10.32.101 to prohibit the parking of unhitched trailers, campers; and boats upon any City street, alley, public right-of-way, or publicly owned parking lot in any Zoning District Citywide except as permitted by construction related activity landscape businesses with valid business licenses; and

2. Added new Section 10.04.056 to provide a definition of an unhitched trailer, camper, and boat when located on a City street, alley, public right-of-way, or publicly owned parking lot.

Since the implementation of Ordinance No. 1010, city staff has continued to receive comments and complaints from the public on the parking of all types of recreational vehicles, trailers, campers, boats and large commercial vehicles, hitched or unhitched.

The Traffic Advisory Committee (TAC) met on several occasions in 2015 to evaluate the parking and safety issues associated with these vehicles and to determine if additional regulations should be considered to further regulate the on street parking of recreational vehicles, trailers, campers, boats and large commercial vehicles. In response to the complaints the TAC was presented with the following amended language to Chapter 10:

1. Amending Chapter 10.32 to modify Section 10.32.101 that would prohibit the parking of recreational vehicles, trailers, and prohibited vehicles upon any City street, alley, public right-of-way, or publicly owned parking lot in any Zoning District Citywide except as follows:

    a. Permitted by "construction related activity" or any landscape business in the vicinity between the hours of 7 am and 5 pm daily. For the purpose of this section, the term "construction related activity" includes any active loading and unloading of construction material for the purpose of construction work or landscape maintenance, in accordance with valid development permit (e.g. use permit, encroachment permit, building permit). For landscape businesses or independent contractors to be exempt, a copy of a valid City Business License must be attached to the unhitched trailer.

    b. Trucks with sideboards extending above the cab will be permitted to park not longer than 24 hours.

    c. If the registered owner of a recreational vehicle is a resident of a residence on the public street where the trailer, boat or recreational vehicle is parked for the purpose of loading, unloading, cleaning, or other activity preparatory or incident to travel.

d. One vehicle not exceeding a gross vehicle weight rating (GVWR) of five tons which is owned and operated by a water, gas, electric, or telephone public utility and used for emergency service to prevent injury or hazard to the general public may be parked in a residential district. One light-duty class A tow truck with a manufacturer's gross vehicle weight rating (GVWR) of ten thousand to nineteen thousand five hundred pounds, and used for emergency service to prevent injury or hazard to the general public may be parked in a residential district. Such tow trucks must be registered with a city, county, or state agency to provide emergency towing services.

After three parking violations, the trailer, recreational vehicle, or prohibited vehicle is subject to being towed at the owner's expense.

2. Amending Chapter 10 to add new Section 10.04.056 that would provide a definition of Trailer; add new Section 10.04.057 to add definition of Recreational Vehicles; and add new Section 10.04.058 to add definition of Prohibited Vehicles.

On November 17, 2015, the TAC recommended, based on the committee's review and the acceptance of public comment on the proposed Ordinance language, that the City should proceed with presenting an Ordinance for the City Council's consideration to prohibit the parking of recreational vehicles, trailers and defined prohibited vehicles on city streets as outlined above.

On December 3, 2015, the City Council reviewed the public record related to the TAC's recommendations on the proposed Text Amendments and directed City staff to move forward with the preparation of an Initial Study to evaluate the environmental issues associated with the text amendments; and to have the Planning Commission provide its recommendation to the City Council on the adoption of an Ordinance for the proposed Text Amendments.

On February 24, 2016, the Planning Commission held a duly noticed public hearing to consider the adopted of the text amendments described under the Draft Ordinance, attachment 3. Following the closure of the public hearing, the Planning Commission adopted Resolution No. 16-03 recommending approval of this Ordinance to the City Council.

On April 21, 2016, the City Council approved the Negative Declaration and acted to adopt the first reading of the Ordinance. The Council directed staff to return at the 2nd Reading and incorporate text revisions to exempt residents/property owners who are using a trailer or prohibited vehicle for the purposes of moving and/or hauling. The proposed text will fall under the exemptions as follows:

A trailer and/or prohibited vehicle within a residential zone shall be limited to a maximum of forty-eight hours in a seven day period for the purpose of actively loading and unloading by the property owner or occupant of a dwelling or apartment.

STAFF ANALYSIS

The on-street parking of recreational vehicles, trailers, and large commercial vehicles on city streets, alleys, and city owned parking lots has been an ongoing topic of concern since 2009 with respect to the following issues:

1. Reduction in on-street parking these vehicles present for standard passenger vehicles; and
2. Intrusion of these vehicles, specifically large commercial vehicles, within residential neighborhoods resulting in visual blight; and
3. Creation of public safety hazards the parking of these vehicles cause as it relates to the lack of adequate visibility of other motor vehicles and pedestrians and bicyclists.

The adoption of the proposed text amendments would also serve to enhance the visual character and quality of life within the community and serve to provide a safe, livable environment for both the citizens of Seaside and its visitors alike. The proposed text amendments are provided in the Draft Ordinance.

ENVIRONMENTAL REVIEW

Pursuant to the requirements of the California Environmental Quality Act Section 21000 et seq. and State CEQA Guidelines Section 15070 through 15075, the City of Seaside has prepared an Initial Study and Negative Declaration for the proposed text amendments to the Seaside Municipal Code. The Initial Study/Negative Declaration has been circulated for a 20-day public review period beginning on Thursday, January 28, 2016 and ending on Tuesday, February 16, 2016. A copy of the Negative Declaration/Initial Study is provided as Attachment 1 to Exhibit "A". During the public review period, the City received one public comment from Ms. Veronica Ripley, American Civils Liberty Union Boardmember. Ms. Ripley's spoke in objection to the proposed amendment stating the proposed amendment language is vague and further punishes the already disenfranchised homeless population of Seaside. The Planning Commission recommended that the City Council proceed with adoption of the Negative Declaration as proposed.

Based on the analysis of the environmental checklist contained within the Initial Study, it has been determined that the proposed text amendments would not result in a direct or indirect physical change in the environment since the amendments would be solely a change in the City's Municipal Code regulations that would not result in any new development or physical change that would directly or indirectly affect the General Plan Land Uses or Zoning District designations or a parcel of land within the community.

FISCAL IMPACT

With the implementation of the Ordinance, the City would incur a minor fiscal impact to accommodate the installation of standard traffic signs that would be placed at each entrance to the City to provide notification that it is unlawful to park recreation vehicles, trailers, and prohibited vehicles on City streets, public right-of-ways, and City owned parking lots. The cost for these signs would be covered under the existing streets maintenance budget.

ATTACHMENTS

1. Draft Ordinance

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING TEXT AMENDMENTS TO THE SEASIDE MUNICIPAL CODE TO MODIFY CHAPTER 10.04 AND CHAPTER 10.32 TO PROHIBIT THE PARKING OF RECREATIONAL VEHICLES, TRAILERS, AND PROHIBITED VEHICLES ON THE STREETS, ALLEYS, PUBLIC RIGHT-OF-WAYS, AND PUBLICLY OWNED LOTS.

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

Section 1. General Purpose and Findings. The purpose of this Ordinance is to consider the following text amendments to the Seaside Municipal Code (S.M.C.):

A. A text amendment to S.M.C Chapter 10.32 adding new Section 10.32.101 that would prohibit the parking of recreational vehicles, trailers, and prohibited vehicles upon any City street, alley, public right-of-way, or publicly owned lot in any Zoning District Citywide except as permitted by construction related activity; and

B. A text amendment to S.M.C Chapter 10.04 adding new definition under Section 10.04.056, 10.04.057, 10.04.057 that would provide a definition of trailer, recreational vehicles, and prohibited vehicles when located on a City street, alley, public right-of-way, or publicly owned lot.

Section 2. Whereas, in 2009 the City of Seaside conducted a Citywide Parking Study and Implementation Plan (Plan) that was developed based upon the need to obtain a comprehensive assessment of the existing parking conditions citywide and to develop alternative parking restrictions including implementation procedures and a program for enforcement to ensure that such establishments are operated consistent with the City's desire to ensure a safe and healthy community.

Section 3. The Plan provided recommendations based upon public comments received from community meetings, field visits by City staff and consultants, survey results, and analysis of existing City policies related to the implementation of a text amendment to the Seaside Municipal Code related specifically to establishing on-street parking regulations to regulate the parking of unhitched trailers, boats, and campers on City streets, public right-of-ways, and publicly owned parking lots.

Section 4. The City Council approved and prioritized the recommendations of the Plan on June 2, 2011, which included a recommendation to prohibit the on-street parking of commercially or privately owned unhitched trailers, campers, and boats when located on City streets, public right-of-ways, and publicly owned parking lots.

Section 5. Pursuant to the requirements of the California Environmental Quality Act Section 21000 et seq. and State CEQA Guidelines Section 15070 through 15075, an Initial Study/Negative Declaration has been circulated for a 20-day public review beginning on

Thursday, January 28, 2016 and ending on Tuesday, February 16, 2016, and is made a part of the Ordinance by reference;

Section 6. The Seaside City Council may initiate an amendment to the Seaside Municipal Code in accordance with S.M.C. Section 2.02.380.

Section 7. On February 24, 2016, the Planning Commission of the City of Seaside held a duly noticed public hearing to consider the adoption of the text amendments described under Section 1. Following the closure of the public hearing, the Planning Commission adopted Resolution No. 16-03 recommending approval of this Ordinance to the City Council.

Section 8. It is the responsibility of the City Council to consider and weigh the merits of the Initial Study/Negative Declaration and text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code in making its determination on the proposed text amendments to the Seaside Municipal Code.

Section 9. At a duly noticed public hearing held on April 7, 2016, the City Council considered both oral comments and written information concerning the proposed Negative Declaration and text amendments.

Section 10. At a duly noticed public hearing held on April 7, 2016, the City Council hereby adopts the following findings in support of its action to adopt the proposed Negative Declaration for the proposed text amendments:

1. The proposed Seaside Municipal Code text amendments are consistent with the goals and policies of all elements of the General Plan; and

2. The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and

3. The proposed amendments are internally consistent with other applicable provisions of the Seaside Municipal Code.

Section 11. At a duly noticed Public Hearing on April 7, 2016, the City Council adopts the first reading of the following text amendments for the proposed text amendment:

Proposed Text Amendments

- (Text proposed to be deleted is listed with strikethrough (~~Strikethrough~~) and text proposed to be added is listed in **bold** with an underline (Underline))

1. Amend Chapter 10 to amend Section 10.32.101 to read as follows:

Section 10.32.101 ~~Unhitched trailer, camper, and boat parking~~ **Trailer, Recreation Vehicle and Prohibited Vehicle parking –** prohibited on any street; Exception
No person shall park any "~~unhitched trailer~~, camper, ~~and~~ boat**, trailer, recreational vehicle or prohibited vehicle** at any time upon any street, alley, right-of-way or publicly owned lot in the

city except as follows: ~~permitted by "construction related activity" or any landscape business in the vicinity between the hours of seven a.m. and five p.m. For the purpose of this section, the term "construction related activity" includes any construction work in accordance with a valid development permit (e.g. use permit, encroachment permit, building permit), For landscape businesses to exempt, a copy of a valid city business license must be attached to the unhitched trailer.~~

1. Permitted by "construction related activity" or any landscape business in the vicinity between the hours of 7 am and 5 pm **daily.** For the purpose of this section, the term "construction related activity" includes any **active loading and unloading of construction material for the purpose of** construction work **or landscape maintenance,** in accordance with valid development permit (e.g. use permit, encroachment permit, building permit). For landscape businesses **or independent contractors** to be exempt, a copy of a valid City Business License must be attached to the ~~unhitched~~ trailer.

2. **Trucks with sideboards extending above the cab will be permitted to park not longer than 24 hours.**

3. **If the registered owner of a recreational vehicle is a resident of a residence on the public street where the trailer, boat or recreational vehicle is parked for the purpose of loading, unloading, cleaning, or other activity preparatory or incident to travel.**

4. **One vehicle not exceeding a gross vehicle weight rating (GVWR) of five tons which is owned and operated by a water, gas, electric, or telephone public utility and used for emergency service to prevent injury or hazard to the general public may be parked in a residential district. One light-duty class A tow truck with a manufacturer's gross vehicle weight rating (GVWR) of ten thousand to nineteen thousand five hundred pounds, and used for emergency service to prevent injury or hazard to the general public may be parked in a residential district. Such tow trucks must be registered with a city, county, or state agency to provide emergency towing services.**

After three parking violations, the trailer, recreational vehicle, or prohibited vehicle is subject to being towed at the owner's expense.

2. Amend Chapter 10 to add new Section 10.04.056 to read as follows:

10.04.056 ~~Unhitched trailer, camper, and boat~~ **Trailer**
~~"Unhitched trailer, camper, and boat" shall mean any trailer, camper, and boat as defined by the California Vehicle Code that is without motive power and is not mounted to a properly licensed motor vehicle capable of towing said trailer, camper or boat.~~**"trailer" shall be as defined by California Vehicle Code Section 630, including trailers for vehicles, boats or personal watercrafts.**

3. Amend Chapter 10 to add new Section 10.04.057 to read as follows:

Section 10.04.057 Recreational Vehicles
"Recreational vehicle" shall mean any travel trailer or other vehicular portable structure designed to be used as a temporary occupancy for travel or recreation use, including, but not limited to, any motor home, and truck slide-in camper. Passenger vans which have been converted for use as a recreational vehicle and do not exceed nine feet in height are exempt from this section.

4. Amend Chapter 10 to add new Section 10.04.058

10.04.058 Prohibited Vehicles
"prohibited vehicle" shall mean any commercial vehicle, truck tractor, semi-trailer, independent trailer, walk-in van, box van, walk-in truck, trucks with sideboards exceeding the height of the cab, tow truck, any flatbed pickup, any vehicle designed to provide food or equipment sales or transport, any vehicle affixed with power attachments or tools, any vehicle which exceeds a gross vehicle weight rating (GVWR) of eleven thousand five hundred (11,500) pounds, any school bus or passenger carrying vehicle which exceeds sixteen persons in capacity or twenty-two feet in length, and any vehicle exceeding 9 ½ feet in height.

Section 12. Effective Date. This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text amendments.

NOW, THEREFORE BE IT FURTHER RESOLVED, the City Clerk shall certify to the adoption of this Ordinance.

PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside on the 21th day of April, 2016; and adopted at a regular meeting of the City Council of the City of Seaside on May 5, 2106 by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief
Vicki Myers, Police chief

DATE: May 5, 2016

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE 2016 FIREWORKS OPERATIONS PLAN AND THE 2016 FIREWORKS SURCHARGE PERCENTAGE.**

PURPOSE

The purpose of this Resolution is to approve the 2016 Fireworks Operations Plan and the 2016 Fireworks Surcharge as outlined in the City of Seaside Municipal Code Chapter 8.32 relating to fireworks.

RECOMMENDATION

Approve proposed Operations Plan and Surcharge of seven percent for 2016

BACKGROUND

The City of Seaside Fireworks Ordinance is found in the Seaside, California, Code of Ordinances, Title 8, Health and Safety Code. Chapter 8.32 Section 8.32.140 Police and Fire Department Illegal Fireworks Operation Plan and After Action Report require the Police and Fire Departments to present to City Council an Operations Plan for the thirty day period surrounding the 4th of July. Also Section 8.32.150 allows the City to assess a surcharge of not more that 7% of the gross sales of fireworks sold in the City that year. The surcharge is intended to raise sufficient funds for the City to pay for the cost of enforcement of the provisions of Chapter 8.32, including extra personnel time and clean-up of the fireworks trash and debris left behind each year.

OPERATIONS PLAN

Police Department:
These projected costs are associated with Saturday, July 2, Sunday, July 3 and Monday July 4 2016, PD enforcement action. The PD will actively seek out individuals using illegal fireworks. We will track arrests, citations and contacts (regarding fireworks calls for service). **Saturday July 2nd:** 2 Officers X 6 hours = $1,168.56 (active enforcement for calls for service regarding illegal fireworks) **Sunday July 3rd:** 5 Officers X 6 hours = $3,505.68 (active enforcement for calls for service regarding illegal fireworks) 1 Sergeant X 6 hours = $645.60 (supervise illegal fireworks enforcement detail) **Monday July 4th:** 8 Officers X 6 hours = $4,674.24 (active enforcement for calls for service regarding illegal fireworks) 1 Sergeant X 6 hours = $645.60 (supervise illegal fireworks enforcement detail) **Total = $10,639.68**

Fire Department:
The Fire Department will staff a third, three-person engine company for 14 hours on July 4, 2016. In addition to the third engine company, the on duty Battalion Chief is a Fire Department Fire Investigator and will conduct fireworks enforcement on the Fourth of July. **1 Three Person Engine Company** Captain 14 hrs. @ $62.84 an hour $879.76 Engineer 14 hrs. @ $57.06 an hour $798.84 Firefighter 14 hrs. @ $50.70 an hour $709.80 $2388.40 **1 Fire Investigator** Enforcement Patrol On Duty **Total = $2388.40**

Public Works:
Sunday July 5th Clean-Up $67 x 6 maintenance workers on overtime x roughly 6 hours = $2,412 $135 (sweeper) x roughly 6 hours = $810 $35 per truck x 2 x 6 hours = $420 **Total = $3,642**

Total All Departments $16,670.08

FISCAL IMPACT

The City may impose an up to a 7% surcharge of the gross sales of fireworks for that year. The surcharge estimates will be based on the actual 2015 retail sales figures of $236,056.96.

1%	$2,360.57
2%	$4,721.14
3%	$7,081.71
4%	$9,442.28
5%	$11,802.85
6%	$14,163.42
7%	$16,523.99

ATTACHMENTS

1. Resolution
2. Fireworks Ordinance Section 8.32.140 and 8.32.150

Reviewed for Submission to the
City Council by:

Meeting Date: May 5, 2016

Craig Malin, City Manager

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE 2016 FIREWORKS OPERATIONS PLAN AND THE 2016 FIREWORKS SURCHARGE PERCENTAGE.

WHEREAS, The City of Seaside Fireworks Ordinance is found in the Seaside, California, Code of Ordinances, Title 8, Health and Safety Code, Chapter 8.32;

WHEREAS, Section 8.32.140 Police and Fire Department Illegal Fireworks Operation Plan and After Action Report require the Police and Fire Departments to present to City Council an Operations Plan for the thirty day period surrounding the 4th of July;

WHEREAS, Section 8.32.150 allows the City to assess a surcharge of not more that 7% of the gross sales of fireworks sold in the City that year;

WHEREAS, The surcharge is intended to raise sufficient funds for the City to pay for the cost of enforcement of the provisions of Chapter 8.32, including extra personnel time and clean-up of the fireworks trash and debris left behind each year.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the proposed Police, Fire and Public Works Operations Plan and Surcharge of seven percent for 2016.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of May, 2016, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

____
Ralph Rubio, Mayor

ATTEST:

____
Lesley Milton- Rerig, City Clerk

ORDINANCE AMENDING AND RESTATING CITY OF SEASIDE MUNICIPAL CODE CHAPTER 8.32 RELATING TO FIREWORKS
8.32.140 & 8.32.150

8.32.140 POLICE AND FIRE DEPARTMENT ILLEGAL FIREWORKS OPERATION PLAN AND AFTER ACTION REPORT.

(a) On or before the first regular City Council meeting in May of every year, both the City's police and fire departments must present to the City Council an Operation Plan for the thirty day period surrounding the 4th of July (June 17 through July 16) for that year. Said operation plan should include, but not be limited to, the following information:

1. Identification of areas within the City where illegal fireworks were a problem in the previous year;
2. A general explanation of the supplemental fire and law enforcement personnel deployed within the City;
3. A report on the additional apparatus and personnel who'll be on duty for the period of June 17th through July 16th of that year.
4. Recommendations on and discussion of what, if any, dedicated illegal fireworks enforcement patrols there should be for that year and all other relevant information and statistics deemed necessary by the City Council.
5. A detailed discussion of the costs that will be incurred by the City that year to be delivered in the operation plan; what, if any, of these costs will be covered by existing fees levied on the permittees, and unexpended surcharge revenue from prior years.
6. A proposed recommendation for a surcharge resolution establishing the surcharge amount to be levied that year on each retail sale of Safe and Sane Fireworks in an amount not to exceed 7%.

(b) On or about September 1 of that same year, both police and fire departments must report back to the City Council with an After Action Report. That report should include, but is not limited to:

1. An evaluation of the effectivness of that department's Operation Plan for that year including a listing of any significant fireworks-related incidents, both "Dangerous Fireworks" and "Safe and Sane Fireworks";

2. Relevant incident statistics for the period of June 17th through July 16th, and identification of fireworks related incidents.
3. A report on how many calls there were regarding suspected "Dangerous Fireworks", how many of those calls either of the departments responded to, how many of those calls resulted in seizures and/or administrative fine citations.

8.32.150 Fireworks Surcharge.

(a) All nonprofit retail booth locations shall assess a surcharge, on all retail sales of Safe and Sane Fireworks that occur in the City. The assessment shall be paid by the permittee upon presentment of an invoice by the City. The surcharge will be assessed to the public for each retail sale and is up and above the retail price of the fireworks and will not be deducted from the permittees net profit.

(b) The assessment is intended to raise sufficient funds for the City to help pay for the cost of enforcement; inspection of stands; public education and awareness campaigns; enforcing the provisions of this Chapter, including extra personnel time, and cleanup of the fireworks trash and debris left behind each year. "Extra personnel time" shall be defined as employee or contracted employee time that the City would not otherwise incur but for the sale and use of Safe and Sane Fireworks. By the first regular City Council meeting in May of each year, the City Manager must submit to the City Council for its approval, a proposed budget for police, fire, administrative services and public works departments. The exact amount of the assessment shall be determined each year by no later than the second regular City Council meeting in May of that year and notice sent to each of the permittees. In no event shall the assessment be more than 7% of the gross sales of the fireworks sold in the City that year. The fireworks wholesaler with whom each permittee has contracted shall be responsible for collecting the estimated assessment from their nonprofit organizations, advising the City of the amount of each estimated assessment collected, and holding the funds in trust pending notification by the City of the exact amount owed. After the City determines each permittee's share of the total annual sales volume, each permittee shall be billed for its share of the total assessment. A duplicate copy of each permittee's invoice will be sent to its fireworks wholesaler. Payment of the assessment by each permittee shall be due to the City 30 days after the issuance of the invoice. The expenses submitted are subject to review, audit and dispute by any permittee who has to pay the assessment that year. Any dispute of the assessment must be filed within 15 days of its receipt or any right to contest it will be deemed waived. The City Council is the final arbiter of any disputed assessment. Any excess (i.e., difference between amount of surcharge collected by each group and the amount of their individual assessment) shall remain the property of that permittee.

(c) Failure by any permittee to pay the amount assessed to it by the City shall be cause to bar the permitee from selling Safe and Sane Fireworks in the future, until the assessment is paid in full. Furthermore, if the assessment is not paid by the due date, it shall be subject to a 10% penalty for each month or portion of a month that it is late.

CITY OF SEASIDE
STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: May 5, 2016

SUBJECT: **ADOPT A RESOLUTION APPROVING THE DOCUMENTS OF A LEASE/PURCHASE FINANCING FOR VARIOUS ENERGY EFFICIENCY CAPITAL PROJECTS AND AUTHORIZING THE CITY MANAGER TO SIGN THE DOCUMENTS.**

PURPOSE

The purpose of this item is provide the City Council the opportunity to review, consider and approve the documents for the lease/purchase financing of energy efficiency capital projects and authorize the City Manager to sign the documents.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving the documents for the lease/purchase financing of energy efficiency capital projects and authorizing the City Manager to sign the documents.

BACKGROUND

There were several pressing capital projects discussed at the Mid-Year Budget review and then in more detail at the March 17, 2016 meeting.
The projects are energy efficiency items.

The costs are:

Library HVAC System and new roof ($530,000 less current budget of $160,000)	$ 370,000
City Hall HVAC System, including the Police Department	$ 460,000
Fire Department HVAC	$ 50,000
Fire Department Generator	$ 100,000
City Hall Window Upgrade	$ 95,000

Solar Panels	$ 500,000
TOTAL	$1,575,000

Staff has negotiated a lease/purchase financing to pay for these energy saving projects. The City currently has a master lease agreement with PNC Bank and able to obtain this financing relatively easily.

The attached financing documents have been provided to finance these projects. There is a level annual debt payment. The payments
will be $124,948.74 annually. The interest rate is 3.03%, and payment term is 16 years.

The attached resolution, if adopted, would approve the financing and authorize the City Manager to sign the documents.

FISCAL IMPACT

The annual lease/purchase payments are included in the Preliminary 2016-2017 Budget. In addition, it is estimated that with the energy projects in place, the utility savings will be about $60,000 annually. Thus the net cost of this financing will be approximately $65,000 per year for 16 years; a total of $1,040,000. The offsetting utility savings are also reflected in the 2016-2017 Preliminary Budget.

ATTACHMENTS

1. Resolution Approving the Financing and Authorizing the City Manager to Sign the Documents
2. PNC Lease Purchase Agreement Proposal with Debt Service Schedule
3. Master Lease Agreement

Reviewed for Submission to the
City Council by:

Craig Malin, City Manager

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING A LEASE AGREEMENT WITH PNC EQUIPMENT FINANCING, LLC, FOR THE LEASE/PURCHASE OF ENERGY EQUIPMENT AND AUTHORIZING THE CITY MANAGER TO SIGN THE NECESSARY DOCUMENTS

WHEREAS, City of Seaside (the *"Lessee"*), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of California is authorized by the laws of the State of California to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, in order to acquire such Energy Equipment, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the *"Master Lease"*) with PNC Equipment Finance, LLC as lessor (the *"Lessor"*), substantially in the proposed form presented to the City Council at this meeting, and Lease Schedules thereto in the form attached to the PNC Lease Purchase Proposal substantially in the form presented to the City Council at this meeting; and

WHEREAS, the City Council deems it for the benefit of the Lessee and the efficient and effective administration thereof to enter into the Master Lease and the separate Lease Schedules relating thereto from time to time as provided in the Master Lease for the purchase, acquisition, financing and leasing of the Energy Equipment to be therein more specifically described on the terms and conditions provided therein and herein.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the following:

Section 1. It is hereby found and determined that the terms of the Master Lease (including the form of Lease Schedule, and Payment Terms attached thereto), in the form presented to this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Energy Equipment.

Section 2. The form, terms and provisions of the Master Lease (including the form of Lease Schedule, and Payment Terms) are hereby approved in the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the City Manager of the Lessee (the *"Authorized Officers"*) executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officers of the Lessee are each hereby authorized and directed to sign and deliver the Master Lease, each Lease Schedule thereto, each Payment Schedule relating thereto, and any related exhibits attached thereto if and when required; *provided, however,* that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rent Payments under all Leases entered into pursuant to the Master Lease shall not exceed $1,575,000.00; (b) the maximum term under any Lease entered into pursuant to the Master Lease shall not exceed 16 years; and (c) the maximum interest rate used to determine the interest component of Rent Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or ten percent (10%) per annum. The Authorized Officers may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Master Lease on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two years from the date hereof during which the Authorized Officers are authorized to sign and deliver Leases pursuant to the Master Lease on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. The Authorized Officers and other officers and employees of the Lessee shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Master Lease and each Lease Schedule (including, but not limited to, the execution and delivery of the certificates contemplated therein, including appropriate arbitrage certifications) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Master Lease, and each Lease Schedule.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. *Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of May, 2016 by the following vote:

AYES:	0	COUNCIL MEMBERS
NOES:	0	COUNCIL MEMBERS
ABSENT:	0	COUNCIL MEMBERS
ABSTAIN:	0	COUNCIL MEMBERS

____
Ralph Rubio, Mayor

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect and further certifies that the Master Lease (including the form of Lease Schedule, and Payment Schedule) are the same as presented at said meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: May 5, 2016

____
Ralph Rubio, Mayor

ATTEST:

____
Lesley E. Milton, City Clerk

April 28, 2016

Ms. Daphne Hodgson
Deputy City Manager – Administrative Services
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Via Email: dhodgson@ci.seaside.ca

RE: Request for Financing Proposal – Lease Purchase Financing (the "RFP")

Dear Ms. Hodgson:

PNC Equipment Finance, LLC for itself, its successors and assigns, is pleased to submit this tax-exempt Lease Purchase Agreement Proposal (the "Proposal") to the City of Seaside for the purchase and acquisition of an Energy Efficiency and Renewable Energy Project (further described below). Our Proposal is as follows:

LESSEE: City of Seaside

LESSOR: PNC Equipment Finance, LLC

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement (the "Agreement") with $1.00 buyout option at end of lease term. Said Agreement shall be a net lease arrangement whereby Lessee is responsible for all costs of operation, maintenance, insurance and taxes.

BANK QUALIFICATION: This Proposal assumes that the Lessee will be issuing less than $10 million in tax-exempt debt during calendar year 2016. Furthermore, it is assumed that the Lessee will designate this issue as a qualified tax-exempt obligation pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). A portion of each Lease Payment allocated as "interest" will be excludable from the gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

TYPE OF EQUIPMENT/PROJECT: Energy Efficiency and Renewable Energy Project, to include, but not limited to, Library HVAC, Library Re-roof, City Hall HVAC, City Hall Window Replacement, Solar Panels, Fire Department HVAC and Fire Department Generator.
All prices, terms, conditions and selection are solely by Lessee.

PROJECT AMOUNT: $1,575,000.00

FINANCED AMOUNT: $1,575,000.00

PAYMENT MODE/FREQUENCY: Semi-Annually in Arrears

LEASE TERM: Sixteen (16) Years

LEASE RATE: 3.030%

LEASE PAYMENTS: Thirty-two (32) Principal and Interest Payments of $62,474.37.

ESCROW FUNDING OPTION: At lease closing, Lessor shall fund the entire Financed Amount into an escrow account from which disbursements will be made to the existing Lessor and to equipment provider(s) as directed. Escrow agent will either be Lessor or third-party provider selected by Lessor and approved by Lessee. All escrow earnings will be for the benefit of Lessee. A set-up fee for Lessor's escrow arrangement will be $250.00, due at lease closing.

INSURANCE: The Lessee shall furnish confirmation of all risk physical damage insurance coverage for the full cost of the property. In addition, Lessee shall provide $2 million combined single limit property damage and bodily injury insurance covering the property. Lessor shall be named as loss payee and additional insured on such coverage.

INDEXED FINANCING RATE: ***After May 20, 2016,*** Lessor reserves the right to adjust the Lease Rate to market conditions prior to documentation and funding. The Lease Rates offered herein shall be indexed to the 10-year interest rate swap as published at http://www.federalreserve.gov/releases. On April 26, 2016, the H.15 10-year interest rate swap is 1.79%. The lease rate used to establish the periodic lease payments shall be adjusted, up or down, by the change in the interest rate swap times 0.65 and then added or subtracted to the base Lease Rate indicated above to determine the lease rate for the lease schedule, three business days prior to lease funding.

AUTHORIZED SIGNORS: The Lessee's governing board shall provide Lessor with its resolution or ordinance authorizing this Agreement and shall designate the individual(s) to execute the Agreement used therein.

LEGAL OPINION: The Lessee's counsel shall furnish Lessor with an opinion covering this Agreement. This opinion shall be in a form and substance satisfactory to Lessor at Lessee's cost.

PERFORMANCE CONTRACT: The Lessee shall furnish a copy of the executed Energy Performance Contract from the Vendor prior to funding.

PERFORMANCE AND PAYMENT BOND: Vendor shall provide a Performance and Payment Bond (the "Bond") listing Lessor as dual obligee prior to lease funding.

LEGAL PROPERTY DESCRIPTIONS: Lessee will provide Lessor with Legal Property Descriptions (metes and bounds) of all properties in which the Project will be installed.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the Lessee, with Lessor perfecting a first security interest through uniform commercial code filing or any other such instruments as may be required by law. Upon performance of the terms and conditions of the Agreement, the Lessee shall have the option to purchase all equipment for $1.00.

DOCUMENTATION: Lessor shall provide the Agreement. Lessor recommends a Lease Schedule under the Master Equipment Lease-Purchase Agreement dated December 19, 2013.

PREPAYMENT OPTION: So long as Lessee is not in default of the Agreement, Lessee shall have the option of paying off this transaction according to the Termination Values listed on the Amortization Schedules as provided in this Proposal. Partial prepayments will not be permitted under this Agreement.

PROPOSAL EXPIRATION: This Proposal will automatically expire at the end of business on June 15, 2016 unless accepted in writing by Lessee or extended in writing by Lessor. The Agreement must be fully executed and to the satisfaction of Lessor by such date. After May 20, 2016, Lessor reserves the right to adjust the interest rate according to the Indexed Financing Rate.

This Proposal is subject to final credit approval by Lessor and approval of Agreement in Lessor's sole discretion. To render a credit decision, Lessee shall provide Lessor with its two most recently audited financial statements and a copy of its most current year's budget.

I trust that you will find the contents of this Proposal to your satisfaction. If you should have any questions please contact me at 614-463-6580 or toll free at 866-215-9619 ext. 2.

Sincerely,
PNC Equipment Finance, LLC

Alan Zuelke
Vice President

ACCEPTED BY: City of Seaside

By: ____

Title: ____

Date: ____________________________

Compound Period: Semiannual
Nominal Annual Rate: 3.030%

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance	Termination Value
Lease	5/20/2016				1,575,000.00	Non-Callable
1	11/20/2016	62,474.37	23,861.25	38,613.12	1,536,386.88	Non-Callable
2	5/20/2017	62,474.37	23,276.26	39,198.11	1,497,188.77	Non-Callable
3	11/20/2017	62,474.37	22,682.41	39,791.96	1,457,396.81	Non-Callable
4	5/20/2018	62,474.37	22,079.56	40,394.81	1,417,002.00	Non-Callable
5	11/20/2018	62,474.37	21,467.58	41,006.79	1,375,995.21	1,417,275.07
6	5/20/2019	62,474.37	20,846.33	41,628.04	1,334,367.17	1,374,398.19
7	11/20/2019	62,474.37	20,215.66	42,258.71	1,292,108.46	1,330,871.71
8	5/20/2020	62,474.37	19,575.44	42,898.93	1,249,209.53	1,286,685.82
9	11/20/2020	62,474.37	18,925.52	43,548.85	1,205,660.68	1,241,830.50
10	5/20/2021	62,474.37	18,265.76	44,208.61	1,161,452.07	1,196,295.63
11	11/20/2021	62,474.37	17,596.00	44,878.37	1,116,573.70	1,150,070.91
12	5/20/2022	62,474.37	16,916.09	45,558.28	1,071,015.42	1,103,145.88
13	11/20/2022	62,474.37	16,225.88	46,248.49	1,024,766.93	1,055,509.94
14	5/20/2023	62,474.37	15,525.22	46,949.15	977,817.78	1,007,152.31
15	11/20/2023	62,474.37	14,813.94	47,660.43	930,157.35	958,062.07
16	5/20/2024	62,474.37	14,091.88	48,382.49	881,774.86	908,228.11
17	11/20/2024	62,474.37	13,358.89	49,115.48	832,659.38	857,639.16
18	5/20/2025	62,474.37	12,614.79	49,859.58	782,799.80	806,283.79
19	11/20/2025	62,474.37	11,859.42	50,614.95	732,184.85	754,150.40
20	5/20/2026	62,474.37	11,092.60	51,381.77	680,803.08	701,227.17
21	11/20/2026	62,474.37	10,314.17	52,160.20	628,642.88	647,502.17
22	5/20/2027	62,474.37	9,523.94	52,950.43	575,692.45	592,963.22
23	11/20/2027	62,474.37	8,721.74	53,752.63	521,939.82	537,598.01
24	5/20/2028	62,474.37	7,907.39	54,566.98	467,372.84	481,394.03
25	11/20/2028	62,474.37	7,080.70	55,393.67	411,979.17	424,338.55
26	5/20/2029	62,474.37	6,241.48	56,232.89	355,746.28	366,418.67
27	11/20/2029	62,474.37	5,389.56	57,084.81	298,661.47	307,621.31
28	5/20/2030	62,474.37	4,524.72	57,949.65	240,711.82	247,933.17
29	11/20/2030	62,474.37	3,646.78	58,827.59	181,884.23	187,340.76
30	5/20/2031	62,474.37	2,755.55	59,718.82	122,165.41	125,830.37
31	11/20/2031	62,474.37	1,850.81	60,623.56	61,541.85	63,388.11
32	5/20/2032	62,474.37	932.52	61,541.85	0.00	1.00
Grand Totals		1,999,179.84	424,179.84	1,575,000.00		

MASTER EQUIPMENT LEASE–PURCHASE AGREEMENT

Dated as of December 19, 2013

This Master Equipment Lease-Purchase Agreement (this *"Master Lease"*) is made and entered into by and between PNC Equipment Finance, LLC (*"Lessor"*) and the Lessee identified below (*"Lessee"*).

Lessee: City of Seaside

1. LEASE OF EQUIPMENT.

Subject to the terms and conditions of this Master Lease, Lessor agrees to sell, transfer and lease to Lessee, and Lessee agrees to acquire, purchase and lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor. Each Schedule signed and delivered by Lessor and Lessee pursuant to this Master Lease shall constitute a separate and independent lease and installment purchase of the Equipment therein described. This Master Lease is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Master Lease shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enter into any proposed Lease shall be a decision solely within their respective discretion.

2. CERTAIN DEFINITIONS.

All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) *"Lease"* means each Schedule and the terms and conditions of this Master Lease incorporated therein. (b) *"Lien"* means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person. (c) *"Equipment"* means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) *"Escrow Agreement"* means the Escrow Agreement relating to a Schedule, dated the Commencement Date under such Schedule and substantially in the form attached to this Master Lease, among Lessor, Lessee and the escrow agent therein identified, with respect to the Escrow Fund established and to be administered thereunder. (e) *"Escrow Fund"* means the fund of that name established pursuant to an Escrow Agreement. (f) *"Schedule"* means each Lease Schedule (substantially in the form attached to this Master Lease) signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented.

3. LEASE TERM.

The term of each Lease (*"Lease Term"*) commences on, and interest accrues from, the date identified in the related Schedule as the Commencement Date and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under such Lease.

4. RENT PAYMENTS.

4.1. For each Lease, Lessee agrees to pay to Lessor the rent payments (*"Rent Payments"*) in the amounts and on the dates set forth in the Schedule A-1 attached to the Schedule (a *"Payment Schedule"*). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the applicable Payment Schedule. Rent Payments under each Lease are payable out of the general and other funds of Lessee that are legally available therefor (*"Legally Available Funds"*) in U.S. dollars, without notice or demand, at the office of Lessor identified below (or such other place as Lessor may designate from time to time in writing).

4.2. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF, LESSEE'S OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER, INCLUDING (WITHOUT LIMITATION) BY REASON OF EQUIPMENT FAILURE, DISPUTES WITH THE VENDOR(S) OR MANUFACTURER(S) OF THE EQUIPMENT OR LESSOR, ACCIDENT OR ANY UNFORESEEN CIRCUMSTANCES.

4.3. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained in any Lease constitute a pledge of the full faith and credit or taxing power of Lessee.

4.4. If Lessor receives any Rent Payment from Lessee after its due date, Lessee shall pay Lessor on demand from Legally Available Funds as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

5. ESCROW AGREEMENT; EQUIPMENT DELIVERY AND ACCEPTANCE; FUNDING CONDITIONS.

5.1. In order to provide financing to pay the costs to acquire and install the Equipment (*"Purchase Price")* as described in a Schedule, Lessor and Lessee hereby agree to execute and deliver an Escrow Agreement relating to such Schedule on the date on which the Funding Conditions for such Schedule are satisfied as provided in Section 5.2. If Lessee signs and delivers a Schedule and an Escrow Agreement and if all Funding Conditions have been satisfied in full, then Lessor will deposit or cause to be deposited into an Escrow Fund under the related Escrow Agreement an amount (which may include estimated investment earnings thereon) equal to the Purchase Price for the Equipment to be financed under the related Schedule.

5.2. Lessor shall have no obligation to deposit any Purchase Price into an Escrow Fund under the related Schedule unless all reasonable conditions established by Lessor (*"Funding Conditions"*) have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered to Lessor the Schedule, its related Payment Schedule and the related Escrow Agreement; (b) no Event of Default or Non-Appropriation Event shall have occurred and be continuing under any Lease; (c) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (d) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (e) all representations of Lessee in the Lease remain true, accurate and complete; (f) the amount (if any) that Lessor may require in advance that Lessee apply to the payment of Equipment costs; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage or self-insurance required by the Lease; (2) an opinion of Lessee's counsel; (3) Uniform Commercial Code (UCC) financing statements with respect to the Equipment; (4) real property waivers as Lessor may deem necessary; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and the Escrow Agreement and incumbency certificates for the person(s) who will sign the Lease and the Escrow Agreement; (6) such documents and certificates as Lessor may request relating to federal tax-exemption of interest payable under the Lease, including (without limitation) IRS Form 8038-G or 8038-GC and evidence of the adoption of a reimbursement resolution or other official action in the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty days prior to the date on which the Funding Conditions are satisfied; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

5.3. Lessee shall, at its sole expense, arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule (*"Location"*) by Equipment suppliers (*"Suppliers"*) selected by Lessee. Lessee shall accept Equipment for purposes of the related Lease as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor a Certificate of Acceptance in the form and manner required by the applicable Escrow Agreement.

5.4. If a Non-Appropriation Event or an Event of Default occurs prior to Lessee's acceptance of all the Equipment under the related Schedule, the amount then on deposit in the Escrow Fund shall be applied to prepay the unpaid principal component of the Rent Payments in whole on the first business day of the month next succeeding the occurrence of either such Event plus accrued interest to the prepayment date; *provided, however,* that the amount to be prepaid by Lessee pursuant to this Section 5.4 shall first be paid from moneys in the related Escrow Fund and then from Legally Available Funds and other moneys available for such purpose as a result of the exercise by Lessor of its rights and remedies under the related Schedule. Any funds on deposit in the Escrow Fund on the prepayment date described in this Section 5.4 in excess of the unpaid principal component of the Rent Payments to be prepaid plus accrued interest thereon to the prepayment date shall be paid promptly to Lessee.

5.5. To the extent that Lessee has not accepted items of Equipment before the eighteen-month anniversary of the Commencement Date identified on the related Schedule, the amount then on deposit in the related Escrow Fund shall be applied to prepay the unpaid principal component of the Rent Payments in part, in inverse order of Rent Payments, on the first business day of the next month plus accrued interest to the prepayment date; *provided, however,* that the amount to be prepaid by Lessee pursuant to this Section 5.5 shall first be paid from moneys in the related Escrow Fund and then from Legally Available Funds. Notwithstanding any such partial prepayment, the related Schedule shall remain in full force and effect with respect to the portion of the Equipment accepted by Lessee during such eighteen-month period, and the portion of the principal component of Rent Payments remaining unpaid after such prepayment plus accrued interest thereon shall remain payable in accordance with the terms of the related Schedule. Upon Lessor's request, Lessee shall execute an amendment to the related Payment Schedule that reflects the change to the Rent Payments as a result of such partial prepayment.

6. TERMINATION UPON NON-APPROPRIATION EVENT.

6.1. For each Lease, Lessee represents and warrants that (a) it has appropriated and budgeted Legally Available Funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; (b) it currently intends to make Rent Payments for the full Lease Term as scheduled on the applicable Payment Schedule so long as funds are appropriated for each succeeding fiscal year by its governing body; and (c) during the 10 fiscal years prior to the date of the applicable Lease, its governing body has not failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to annual appropriation. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor.

6.2. If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments and other amounts to be paid under a Lease in the next succeeding fiscal year, then a *"Non-Appropriation Event"* shall have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor written notice at least 30 days prior to the end of the then current fiscal year of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, *provided,* that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated, and *provided further,* that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. *"Return Date"* means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR.

LESSEE ACQUIRES AND LEASES THE EQUIPMENT UNDER EACH LEASE "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT UNDER ANY LEASE. LESSOR DOES NOT REPRESENT THE MANUFACTURER, SUPPLIER, OWNER OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT UNDER ANY LEASE. NEITHER THE MANUFACTURER, SUPPLIER OR DEALER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE MANUFACTURER, SUPPLIER OR DEALER IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term under each Lease, Lessor assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1. Upon Lessee's acceptance of any Equipment under a Lease and in accordance with the related Escrow Agreement, title to such Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2. As collateral security for Lessee's obligations to pay all Rent Payments and all other amounts due and payable under each Lease and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) of Lessee under such Lease, Lessee hereby grants to Lessor a first priority, exclusive security interest in any and all of the Equipment (now existing or hereafter acquired) under each Lease, moneys and investments held from time to time the Escrow Fund under each Escrow Agreement and any and all proceeds of any of the foregoing. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

9. PERSONAL PROPERTY.

All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION.

Lessee shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; (b) use and operate all Equipment solely for the purpose of performing one or more governmental functions of Lessee and in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements (*"Improvements"*) to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION.

Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1. Lessee shall keep all Equipment free and clear of all Liens except those Liens created under each Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2. Lessee shall pay when due all Taxes that may now or hereafter be imposed upon: any Equipment or its ownership, leasing, rental, sale, purchase, possession or use; any Lease or Escrow Agreement; any Rent Payments or any other payments due under any Lease; or any Escrow Fund. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. *"Taxes"* means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1. Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever (*"Casualty Loss"*). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2. If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3. If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair (*"Lost Equipment"*), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease, or (b) on the next scheduled Rent Payment due date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date, plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4. Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1. (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever (including collision in the case of vehicles) for an amount not less than the Termination Value of the Equipment under each Lease. Lessor shall be named as lender loss payee with respect to all insurance covering damage to or loss of any Equipment, and the proceeds of any such insurance shall be payable to Lessor as loss payee to be applied as provided in Section 13.3. (b) The Total Amount Financed as set forth on the applicable Payment Schedule does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Lessor shall be named as additional insured with respect to all such public liability and property damage insurance, and the proceeds of any such insurance shall be payable first to Lessor as additional insured to the extent of its liability and then to Lessee.

14.2. All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

14.3. If Lessee is self-insured under an actuarially sound self-insurance program that is acceptable to Lessor with respect to equipment such as the Equipment under a Lease, Lessee shall maintain during the Lease Term of such Lease such actuarially sound self-insurance program and shall provide evidence thereof in form and substance satisfactory to Lessor.

15. PURCHASE OPTION.

Upon thirty (30) days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment subject to a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES.

With respect to each Lease, the Equipment subject thereto and the related Escrow Agreement, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and the Escrow Agreement and to perform its obligations under the Lease and the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease and the Escrow Agreement have each been duly authorized, executed and delivered by Lessee and each constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with their respective terms;

(c) the Lease and the Escrow Agreement are each authorized under, and the authorization, execution and delivery of the Lease and the Escrow Agreement comply with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease and the Escrow Agreement will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature that may have a material adverse effect on Lessee's ability to perform its obligations under the Lease and the Escrow Agreement; and

(f) Lessee is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986 (the *"Code"*) and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

17. TAX COVENANTS.

Lessee hereby covenants and agrees that:

(a) The parties anticipate that Lessor can exclude the interest component of the Rent Payments under each Lease from federal gross income. Lessee covenants and agrees that it will (i) complete and timely file an information reporting return with the Internal Revenue Service (*"IRS"*) in accordance with Section 149(e) of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy IRS guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys on deposit in the Escrow Fund related to each Lease from time to time in a manner that will not cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings in any Escrow Fund to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) comply with all provisions and regulations applicable to establishing and maintaining the excludability of the interest component of the Rent Payments under each Lease from federal gross income pursuant to Section 103 of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by this Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

18. ASSIGNMENT.

18.1. Lessee shall not sell, assign, transfer, pledge, hypothecate or grant any Lien on, nor otherwise dispose of, any Lease, any Equipment, any Escrow Agreement or any Escrow Fund or any interest in any thereof.

18.2. Lessor may assign its rights, title and interest in and to any Lease, any Equipment or any Escrow Agreement (including the Escrow Fund thereunder), and/or may grant or assign a security interest in any Lease, its Equipment or any Escrow Agreement (including the Escrow Fund thereunder), in whole or in part, to any party at any time and from time to time without Lessee's consent. Any such assignee or lien holder (an *"Assignee"*) shall have all of the rights of Lessor under the applicable Lease and Escrow Agreement. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease, its Equipment or any Escrow Agreement (including the Escrow Fund thereunder) shall be enforceable against Lessee only after Lessee receives a written notice of assignment that discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3. Subject to the foregoing, each Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT.

For each Lease, *"Event of Default"* means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Section 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency, moratorium or similar law; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES.

If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with accrued interest on such amounts at the respective rates provided in such Leases from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall apply the entire proceeds of such disposition as follows: *first,* to pay costs that Lessor has incurred in connection with exercising its remedies; *second,* to payment of amounts that are payable by Lessee under clause (a) above; and *then* to payment of the Termination Value set forth in the applicable Payment Schedule for the last Rent Payment due date for the fiscal year in which the related default occurs; *provided, however,* that any disposition proceeds in excess of payment of all of the foregoing amounts shall be paid promptly by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege that may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease or with respect to the Escrow Fund under the related Escrow Agreement; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this Section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT.

If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Section 6 or 20 hereof, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING; UCC ARTICLE 2A WAIVER.

(a) Each Lease shall be governed by the laws of the state in which Lessee is located (the *"State"*).

(b) Lessee hereby willingly and knowingly waives any rights or remedies to which it may otherwise be entitled under Sections 508 through 522, inclusive, of Article 2A of the Uniform Commercial Code in effect in the State.

23. NOTICES.

All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY.

24.1. Within thirty (30) days after their completion for each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee.

24.2. To the extent authorized by the laws of the State, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or any wrongful act or omission of Lessee or its employees and agents, or (c) any claims of alleged breach by Lessee of any Lease, any Escrow Agreement or any related document. *"Claims"* means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Notwithstanding anything in any Lease to the contrary, any indemnity amount payable by Lessee as provided in this Section 24.2 shall be payable solely from Legally Available Funds.

24.3. Reserved

25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26. USA PATRIOT ACT NOTICE.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

27. SECTION HEADINGS.

All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

28. EXECUTION IN COUNTERPARTS.

This Master Lease and each Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument; *provided, however,* that only Counterpart No. 1 of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS.

Each Lease, Escrow Agreement and other documents or instruments executed by Lessee and Lessor in connection therewith constitute the entire agreement between the parties with respect to the lease and financing of the Equipment covered thereby, and such Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

30. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be complaint with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

City of Seaside, *as Lessee*

By ______________________

Name: John Dunn

Title: City Manager

440 Hartcourt Avenue

Seaside, CA 93955

PNC Equipment Finance, LLC, *as Lessor*

By ______________________

Name: **Sandra Thomas**

Title: **Assistant Vice President**

995 Dalton Avenue

Cincinnati, OH 45203