



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, August 4, 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 COMMENT**

6. **ORAL COMMUNICATIONS**

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.

7. **PUBLIC AGENCY COMMUNICATIONS**

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

8. **PRESENTATIONS**

A. PRESENTATION OF THE JUNE 2016 HOUSE OF THE MONTH AWARD

PURPOSE: The purpose of this item is to recognize Chantel Touryan, owner of 1217 Hilby Avenue for beautifying and maintaining their property.

RECOMMENDATION: It is recommended that the Mayor present Chantel Touryan the June 2016 House of the Month award.

B. PRESENTATION OF THE JULY 2016 HOUSE OF THE MONTH AWARD

PURPOSE: The purpose of this item is to recognize Carlos Martinez & Oscar Romero, owner of 1351 Terrace Street for beautifying and maintaining their property.

RECOMMENDATION: It is recommended that the Mayor present Carlos Martinez & Oscar Romero the July 2016 House of the Month award.

C. PRESENTATION OF THE 2016 BUSINESS OF THE SECOND QUARTER AWARD

PURPOSE: To recognize Shari Hastey, Executive Director of Community Partnership for Youth located at 775 Kimball Avenue, Suite 101, for upgrading, beautifying and maintaining the building and property.

RECOMMENDATION: It is recommended that the Mayor present the 2016 Business of the Second Quarter Award to Shari Hastey, Executive Director of Community Partnership for Youth located at 775 Kimball Avenue, Suite 101.

D. PROCLAMATION DECLARING SEPTEMBER AS CHILDHOOD CANCER AWARENESS MONTH IN THE CITY OF SEASIDE

PURPOSE: To present a proclamation to Jacob's Heart Children's Cancer Support Services Declaring September 2016 as Childhood Cancer Awareness Month in Seaside.

RECOMMENDATION: That the proclamation be presented.

E. PRESENT STRATEGIC PLAN UPDATE

PURPOSE: An update presentation on the City Strategic Plan and objectives will be presented for City Council consideration and to inform the public of the City Council's objectives for the current six month strategic plan period.

RECOMMENDATION: It is recommended that the City Council receive the presentation and make comments as appropriate.

9. 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 JULY 21, 2106

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 July 12, 2016 through July 25, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of July 21, 2016 is requested. Total Account Payable and Payroll for the above referenced period is \$2,002,793.06.

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

C. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM OPERATION SECOND CHOICE FOR SEASIDE YOUTH

PURPOSE: The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000) request from Operation Second Choice for a donation from the Mayor's Youth Fund to help cover the costs of a 3-day youth conference in August for 50 Seaside youth.

RECOMMENDATION: Staff recommends approval.

D. CONSIDERATION OF AUTHORIZING TO CORRECT CLERICAL ERRORS AND MINOR OMISSIONS TO THE SUBMITTED ANNUAL ACTION PLAN AND TO RECOMMEND THE CORRECTIONS TO THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AS A NON-SUBSTANTIAL AMENDMENT.

PURPOSE: The purpose of this item is to consider recommending an additional \$78 to each approved public service subrecipient as calculated by HUD to fully utilize the 15% maximum allowable allocation of funds. Minor clerical errors and minor omissions to the submitted report were also asked to be corrected and submitted as a Non-Substantial Amendment to the Annual Action Plan

RECOMMENDATION: It is recommended that the City Council accept the funding revisions and corrections and authorize a Non-Substantial amendment to the Annual Action Plan to be submitted to HUD as well as authorize the City Manager to revise the associated SF-424 documents and adjust line items in the CDBG fund of the City of Seaside operating budget as necessary to reflect the changes.

E. APPROVE CONTRIBUTION REQUEST FROM GREATER VICTORY TEMPLE CHURCH'S 2016 SUMMER ALGEBRA INSTITUTE FOR A DONATION FROM THE MAYOR'S YOUTH FUND

PURPOSE: The purpose of this agenda item is to consider the request from the Greater Victory Temple Church for a donation of three thousand dollars (\$3000.00) for costs associated with the Victory Temple and California State University's 2016 Summer Algebra Institute.

RECOMMENDATION: Staff recommends approval.

**F. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
MODIFYING THE POSITION ALLOCATION LIST TO ADD THE POSITION
OF FINANCE DIRECTOR AND ESTABLISH THE SALARY FOR POSITION**

PURPOSE: The purpose of this item is to request the City Council approve a resolution modifying the position allocation list to add the position of Finance Director and establish the salary for the position. Should the Deputy City Manager - Administrative Services position become vacant, it will be replaced by the Finance Director.

RECOMMENDATION: It is recommended that the City Council adopt the resolution modifying the position allocation list to add a Finance Director and establish the salary for the position.

**G. CONSIDER A RESOLUTION DELEGATING TO THE CITY ENGINEER, OR
HIS OR HER DESIGNEE, THE AUTHORITY TO APPROVE PLANS AND
DESIGNS FOR ALL PUBLIC WORKS PROJECTS**

PURPOSE: The purpose of this item is to consider a resolution to minimize the City of Seaside's liability exposure related to design and construction of public improvement projects by ensuring that the City establishes and maintains design immunity as provide by _____ State _____ law.

RECOMMENDATION: It is recommended to adopt a resolution delegating to the City Engineer, or his or her designee, the authority to approve plans and designs for all public works projects.

**H. CONSIDERATION OF A RESOLUTION AUTHORIZING A SECOND
AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES WITH
MARK THOMAS & COMPANY ADDING ADDITIONAL SCOPE OF WORK TO
UPDATE THE DESIGN OF THE WEST BROADWAY URBAN VILLAGE
INFRASTRUCTURE IMPROVEMENT PROJECT FOR A NOT TO EXCEED
AMOUNT OF NINETY EIGHT THOUSAND SIX HUNDRED EIGHTY FOUR
DOLLARS (\$98,684.00).**

PURPOSE: The purpose of this item is for the City Council to consider approving a resolution authorizing a Second Amendment to the Agreement for Consultant Services (the "Contract") between the City of Seaside (the "City") and Mark Thomas & Company (the "Consultant") for a not to exceed amount of Ninety Eight Thousand Six Hundred Eight four Dollars (\$98,684.00) to provide professional services for the preparation of updated construction documents for West Broadway Urban Village (WBUV) Infrastructure Improvements Project in support of the ATP grant.

RECOMMENDATION: It is recommended that the City Council adopt a resolution approving resolution authorizing the City Manager to execute a Second Amendment to the Agreement for Consultant Services with Mark Thomas & Company to provide professional services for updating the construction documents for the West Broadway Urban Village (WBUV) Infrastructure Improvements Project.

I. APPROVAL OF PURCHASE AND SALE AGREEMENT FOR VEHICULAR ACCESS AND VEHICULAR ABUTTER'S RIGHTS AND TEMPORARY CONSTRUCTION EASEMENT FROM 580 BROADWAY AVENUE, SEASIDE, IN CONNECTION WITH THE WEST BROADWAY URBAN VILLAGE INFRASTRUCTURE IMPROVEMENTS PROJECT

PURPOSE: Consider adopting a Resolution approving that certain Purchase and Sale Agreement and Joint Escrow Instructions between the City of Seaside and Mary Alice Cerrito and Roger L. Brown and Gloria Brown, Trustees, in connection with the West Broadway Urban Village Infrastructure Improvements Project and consider approving funding for the purchase of the vehicular access and vehicular abutter's rights and a temporary construction easement that are the subject of said Agreement.

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution:

1. Approving certain Purchase and Sale Agreement and Joint Escrow Instructions between the City of Seaside and Mary Alice Cerrito and Roger L. Brown and Gloria Brown, Trustees, in connection with the West Broadway Urban Village Infrastructure Improvements Project.
2. Authorizing the Finance Director to appropriate TAMC grant funds for the sum of \$7,400, plus necessary escrow-related costs for deposit with Escrow Holder First American Title Insurance Company to complete the transaction contemplated in said Agreement. Escrow fees and related costs are not estimated to exceed \$5,000.
3. Authorizing the City Manager to approve and execute any necessary documents including the certificate of acceptance for the Deed for Transfer of Access Control Rights attached as Exhibit "D" to the Purchase and Sale Agreement, the form of Temporary Construction Easement Agreement attached as Exhibit "E" to the Purchase and Sale Agreement, escrow instructions and documents necessary to complete the transactions contemplated by the Purchase and Sale Agreement, including without limitation, all escrow instructions and necessary escrow documents.

J. APPROVAL OF A FOURTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES WITH HARRIS & ASSOCIATES INC. FOR THE MONTEREY DOWNS DEVELOPMENT REVIEW TO INCREASE THE CONTRACT AMOUNT BY \$9,860 TO PROVIDE ASSISTANCE WITH FINALIZING THE CONDITIONS OF APPROVAL

PURPOSE: purpose of this item is for the City Council to consider executing a Fourth Amendment to the Agreement for Consultant Services (the “Contract”) entered into between the City of Seaside (the “City”) and Harris & Associates Inc. (the “Consultant”) on March 25, 2015, to provide assistance with finalizing the Conditions of Approval for the Monterey Downs Vesting Tentative Map.

RECOMMENDATION:

It is recommended that the City Council approve the attached resolution authorizing the City Manager to execute a Fourth Amendment to the Contract with Harris & Associates to provide assistance with finalizing the Conditions of Approval for the Monterey Downs Vesting Tentative Map. The contract amount will be increased by \$9,860. Therefore, the maximum amount payable to the Consultant under this Agreement is increased from \$62,110 to \$71,970 to be reimbursed by Monterey Downs, LLC.

K. ADOPT A RESOLUTION CONSENTING TO AN AMENDMENT OF PARAGRAPH 7.02 OF THE MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY (MRWPCA) JOINT POWERS AGREEMENT TO SUPPORT A BORROWING AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD

PURPOSE: The MRWCPA Board is requesting that all member entities consent to the amendment of Paragraph 7.2 Joint Powers Agreement to support a borrowing agreement with the State Water Resources Control Board.

RECOMMENDATION: The MRWPCA recommends that the City Council approve this resolution consenting to the amendment of Section 7.02 of the JPA.

10. 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.

11. ADJOURNMENT

Next Regularly Scheduled Meeting:
August 11, 2016
7:00 PM

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.: 8.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dave Fortune, Maintenance and Utilities Superintendent
Dominique Jones, Senior Administrative Assistant

DATE: August 4, 2016

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

PURPOSE

The purpose of this item is to recognize Chantel Touryan, owner of 1217 Hilby Avenue for beautifying and maintaining their property.

RECOMMENDATION

It is recommended that the Mayor present Chantel Touryan the June 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 Chantel Touryan located at 1217 Hilby Avenue has been selected as the June 2016 House of the Month.

FISCAL IMPACT

The fiscal impact is \$44.95 for the plaque and the \$50.00 gift card from the NIPC 2015-2016 FY Budget.

ATTACHMENTS

1. 1217 Hilby Avenue
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dave Fortune, Maintenance and Utilities Superintendent
Dominique Jones, Senior Administrative Assistant

DATE: August 4, 2016

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

PURPOSE

The purpose of this item is to recognize Carlos Martinez & Oscar Romero, owner of 1351 Terrace Street for beautifying and maintaining their property.

RECOMMENDATION

It is recommended that the Mayor present Carlos Martinez & Oscar Romero the July 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 Carlos Martinez & Oscar Romero located at 1351 Terrace Street has been selected as the July 2016 House of the Month.

FISCAL IMPACT

The fiscal impact is \$44.95 for the plaque and the \$50.00 gift card from the NIPC 2016-2017 FY Budget.

ATTACHMENTS

1. 1351 Terrace Street
-

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: Dave Fortune, Maintenance and Utilities Superintendent
Dominique Jones, Senior Administrative Assistant

DATE: August 4, 2016

**SUBJECT: PRESENTATION OF THE 2016 BUSINESS OF THE SECOND
QUARTER AWARD**

PURPOSE

To recognize Shari Hastey, Executive Director of Community Partnership for Youth located at 775 Kimball Avenue, Suite 101, for upgrading, beautifying and maintaining the building and property.

RECOMMENDATION

It is recommended that the Mayor present the 2016 Business of the Second Quarter Award to Shari Hastey, Executive Director of Community Partnership for Youth located at 775 Kimball Avenue, Suite 101.

BACKGROUND

The Neighborhood Improvement Program Commission's goals are to encourage citizens and business owners 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 the outstanding examples of commercial property maintenance and beautification through the Business of the Quarter Award Program.

Each quarter, the Neighborhood Improvement Program Commission selects an award recipient from the list of nominated businesses. The Community Partnership for Youth located at 775 Kimball Avenue, Suite 101 was selected as the Business of the Second Quarter for 2016.

FISCAL IMPACT

The fiscal impact is \$44.95 for the plaque from the NIPC 2015-2016 FY Budget.

ATTACHMENTS

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

City of Seaside PROCLAMATION



Honoring Jacob's Heart Children's Cancer Support Services and Declaring September as Childhood Cancer Awareness Month

WHEREAS, each day 42 children in the United States are diagnosed with cancer and more than 40,000 children undergo treatment for cancer each year; and

WHEREAS, cancer remains the leading cause of death by disease among children, more than asthma, diabetes, cystic fibrosis, congenital anomalies, and AIDS combined; and

WHEREAS, families of children with cancer in the City of Seaside receive essential services from Jacob's Heart Children's Cancer Support Services, a local organization that has gained national awards and recognition for improving the quality of life for more than 620 local children with cancer and their families; and

WHEREAS, Jacob's Heart holds the memories and honors legacies of 140 children from our local community who have been lost to cancer, ensuring that their precious memories will never be forgotten; and

WHEREAS, the oncology department at Lucile Packard Children's Hospital at Stanford has worked closely with Jacob's Heart for the past 18 years as a trusted community partner in providing family-centered care that addresses the emotional, practical and financial struggles of families of children with cancer in Seaside; and

WHEREAS, it is important for all Seaside residents to recognize the impact of pediatric cancer on families within our community and honor the lives of children in our community whose lives have been cut short by cancer.

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, California, on behalf of the City Council do hereby declare September as Childhood Cancer Awareness Month in the City of Seaside and do hereby honor Jacob's Heart Children's Cancer Support Services for 18 years of outstanding support to our community and acknowledge the organization's contributions to Childhood Cancer Awareness Month, honoring children with cancer in our community.

Ralph Rubio
Mayor

August 4, 2016



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Craig Malin, City Manager

DATE: August 4, 2016

SUBJECT: PRESENT STRATEGIC PLAN UPDATE

PURPOSE

An update presentation on the City Strategic Plan and objectives will be presented for City Council consideration and to inform the public of the City Council's objectives for the current six month strategic plan period.

RECOMMENDATION

It is recommended that the City Council receive the presentation and make comments as appropriate.

BACKGROUND

In 2002, the City Council adopted its first strategic plan in order to focus resources toward the accomplishment of the City's key goals. Since that time, every six months the City Council has updated its Strategic Plan. On August 23, 2016 the City Council and the Executive Team held a Strategic Planning Session and revised and updated the Plan. The updated plan is being presented to the public for the first time.

The City Council's objectives affirm the City's mission statement and provide direction to staff to facilitate the accomplishment of the mission and vision statements:

The City of Seaside is dedicated to providing excellent municipal services that enhance the quality of life for our diverse community.

And the City's vision statement:

The City of Seaside will be a prosperous and fiscally sound, family-oriented community with a full range of housing, business, cultural and recreational opportunities in a safe and

attractive environment for residents and visitors.

And the elements that define the City's vision statement:

- ***Have quality retail and light industrial development:*** Main Gate, Trade and Expo Center, Seaside Resort, 26 Acres, Surplus II, Seaside East
- ***Have adequate water available Be a safe city***
- ***Have more jobs and higher paying jobs in Seaside Be a city with adequate sports facilities and youth activities***
- ***Have a "real" downtown:*** (a community gathering place; a congregation of traffic with desired uses), West Broadway Urban Village, including a library, cultural center, improved appearance of commercial thoroughfares, trees, flowers, mixed use residential, commercial and retail development

The objectives are targeted to work towards accomplishing the following three-year goals:

**THREE-YEAR GOALS
2014-2017 * not in priority order**

- **Provide an increasingly safe community**
- **Create vibrant, sustainable economic development**
- **Provide leadership to obtain a sufficient water supply for desired development and quality of life**
- **Develop and implement a Quality Infrastructure Improvement Program**
- **Achieve and sustain fiscal health and wellness**

For each goal, specific and measurable objectives have been established for the next six-month period. Reports on the progress being made toward accomplishing the goals will be provided to the City Council and the public on a periodic basis. These reports provide the opportunity to monitor progress, as well as revise objectives and timelines as conditions warrant.

FISCAL IMPACT

There is no direct fiscal impact associated with this item.

ATTACHMENTS

1. Strategic Planning Minutes
2. July 29, 2015 Strategic Planning Grid

Reviewed for Submission to the
City Council by:

Meeting Date: August 4, 2016



Craig Malin, City Manager

C I T Y O F S E A S I D E

STRATEGIC PLANNING RETREAT

July 26, 2016 * Oldemeyer Senior Center

Marilyn Snider, Facilitator—Snider and Associates (510) 531-2904
Michelle Snider Luna, Recorder – Snider Education & Communication (510) 610-8242

MISSION STATEMENT

The City of Seaside is dedicated to providing excellent municipal services that enhance the quality of life for our diverse community.

VISION STATEMENT

Seaside will be a prosperous and fiscally sound, family-oriented community with a full range of housing, business, cultural and recreational opportunities in a safe and attractive environment for residents and visitors.

SUMMARY OF 10-YEAR ELEMENTS TO DEFINE THE VISION

not in priority order

Have quality retail and light industrial development

- *Main Gate*
- *Trade and Expo Center*
- *Seaside Resort*
- *26 Acres*
- *Surplus II*
- *Seaside East*

Have adequate water available

Be a safe city

Have more jobs and higher paying jobs in Seaside

Be a city with adequate sports facilities and youth activities

Have a “real” downtown (a community gathering place; a congregation of traffic with desired uses)

- *West Broadway Urban Village, including a library, cultural center, improved appearance of commercial thoroughfares, trees, flowers, mixed use residential, commercial and retail development*

CORE VALUES

not in priority order

The City of Seaside values . . .

☐ ☐ *Ethical behavior*

☐ ☐ *Respect*

☐ *Honesty and Integrity*

☐ *Accountability to each other and the public*

☐ ☐ *Teamwork*

☐ ☐ *Initiative and Innovation*

☐ ☐ *Fiscal responsibility*

☐ ☐ *Excellent customer service*

THREE-YEAR GOALS

2014-2017 * not in priority order

Provide an increasingly safe community

Create vibrant, sustainable economic development

*Provide leadership to obtain a sufficient water supply for desired development
and quality of life*

Develop and implement a Quality Infrastructure Improvement Program

Achieve and sustain fiscal health and wellness

S.W.O.T. ANALYSIS

Strengths – Weaknesses – Opportunities – Threats

WHAT ARE THE STRENGTHS AND ACCOMPLISHMENTS OF THE CITY OF SEASIDE SINCE THE FEBRUARY 2016 STRATEGIC PLANNING RETREAT?

Brainstormed Perceptions

- We have an enormous amount of assembled and developable land
- The City got an award from the Boys and Girls Club
- Secured improvements to the police lobby
- Approved development of a residential community
- Our Police and Fire Departments will be helpful with the Public Safety Academy at Seaside High School
- Council passed the RV and trailer parking ordinance
- Signed an ENA for an upscale auto mall
- Adopted a balanced budget with a surplus
- Signed a MOU with MPUSD for joint use of facilities
- Hired two Economic Development Managers
- Expanded our department heads
- Created a new sports program for youth at Cutino Park
- Held our first in-service training
- Started on social media
- Brand new website
- Friends of Seaside Parks is getting grants
- Bach Festival
- Black History Month
- Funded 8 Mayor's Youth Fund requests
- Supported one youth in the Monterey Jazz Festival with a scholarship to Japan
- Obtained a \$130,000 grant to partially fund an alternative water project
- Dog park is booming
- Completed ADA upgrades at four different parks
- Police officer received a Medal of Valor
- Police officer received a Medal of Merit
- Started the General Plan update
- Held our first Arbor Day event
- Our Fire Department has become the go-to organization for other agencies like the Red Cross
- Nearly \$8 million in State and Federal grant money has been earmarked for our West Broadway Urban Village
- Approved fee waiver request for support of local community organizations
- Almost completed the ADA transition plan evaluation
- Did a presentation on revenue diversification opportunities for the consideration of the City Council
- Presented to the Council on the Calea process
- Evaluated Fire Station 2 on former Fort Ord
- Presented to Council the Long Range Property Management Plan
- The City Council has funded three new police officer positions and they are in the process of being filled
- Fixed the library roof
- Renovated Puttillo Swim Center
- Repaved Del Monte

- Completed ADA upgrade at the library
- Our homicide and crime rates have decreased
- Restoring full Avery Gallery walk-around access
- Utilized CSUMB service learning students for the Arts and History Commission
- Policy to have retiring employees to stick around to help new employees
- Signed a MOU with CSUMB regarding development at the Main Gate
- In N Out Burger opened
- Fire Department is fully staffed through a SAFER grant
- SRO (School Resources Officer) grant was received
- Brought back our senior citizen tours and field trips
- The Monterey Downs EIR is done and will be released on August 1
- Hosted the Shetland World Series
- West Broadway Urban Village Plan—property acquisition will be complete on August 4
- On August 4th, the Senior Living Development Disposition goes to the City Council
- Professionalism of our police officers
- Fire and Police emergency responders participated in active shooter training
- We have had peaceful rallies and prayer vigils
- Gave a presentation to the City Council regarding possible ball field uses at Cutino Park
- We're continuing to strengthen our City services (e.g., Blues in the Park and Hot Cars, Cool Nights)
- Police Department vacancies have been funded and allocated—we're in the process of hiring
- We had an Easter Egg Hunt
- Held a 4th of July Parade
- The public loves the open door policy of the City Manager
- Approved a HVAC at City Hall
- Approved solar panels for City Hall
- New seat cushions throughout the Council Chambers
- Reorganization at City Hall (e.g., physically moving people around, having customer services at the front of the building and support services to the back)
- Youth Resource Center moved to a City facility
- Mayor received the Public Official of the Year from the Monterey Peninsula Chamber of Commerce
- Open recruiting process includes the public
- Retained Concourse Italiano
- Police staff hosted Heroes for Kids
- Succeeded in assimilating the City Manager

WHAT ARE THE CITY OF SEASIDE'S CURRENT INTERNAL WEAKNESSES/ CHALLENGES?

Brainstormed Perceptions:

- Staff turnover
- Technology is out of date and inflexible
- Inadequate facilities (e.g., Police Department, Fire Department, City Hall)
- Lack of playing fields
- Not helping market events so people attend the events and we maximize resources from them
- A lot of people don't want fireworks, but there are some benefits—the issue of having fireworks has not been resolved either way by Council
- Problems with STEMA cameras
- Confusion related to the Mayor's Youth Fund as it relates to churches that needs to be addressed by the City Attorney
- Lack of revenue to meet requirements for stormwater collection
- Lack of time and resources to deal with homeless issues
- Lack of participants and lack of staff for Friends of Seaside Parks Association
- Lack of citywide parking
- Poor appearance of parks
- "Can't do" mindset among some staff (e.g., due to calcified policies and procedures)—sometimes they don't think creatively
- Self-imposed barriers by staff
- Not being practical and flexible in securing opportunities—not willing to take risks or being a role model for creativity, innovation and taking risks
- Recruitment process that is too limited
- Road repair challenges
- Lack of new revenues
- Inadequate field space
- Inability to fill commission positions
- Challenge of getting qualified applicants for police positions
- Not getting the full benefit of Seaside Chamber of Commerce participation
- Inadequate compensation for part-time staff
- Lack of progress on large developments
- Problems related to the upcoming \$15/hour minimum wage for part-time staff
- Poor maintenance of Seaside right of ways and traffic islands
- General distraction of the things we lack keeping us from moving forward positively
- Perception that the City isn't friendly to businesses
- Barriers to public engagement
- Our policies and procedures are calcified
- Byzantine development review processes
- Lack of City-sponsored sports leagues for youth
- Water shortage
- Lack of professional training options (e.g., assistance with resume writing) for youth
- Challenge of having high ranking gang members relocated to Salinas Valley State Prison
- Lack of revenues for Seaside Municipal Water
- Lack of community awareness of meetings, events and programs
- Our reliance on technology and electricity

WHAT ARE THE EXTERNAL FACTORS/TRENDS THAT WILL/MIGHT HAVE A POSITIVE IMPACT ON THE CITY OF SEASIDE IN THE COMING YEAR?

Brainstormed Perceptions

- Laguna Seca Raceway
- Trade deals
- Economy is growing
- Increased cooperation within MPUSD
- Increased cooperation with CSUMB
- Relationship with the Boys and Girls Club
- All elections
- Very cooperative public safety community
- Pebble Beach Golf Course
- Caliber of people we have been hiring
- Regional economic groups
- Possible renewal of the CALGRIP grant (\$1.3-1.5 million)
- Technological innovations
- Affordable housing assistance from the State
- Several million annual visitors
- Signage of contract for maintenance of military facilities
- Changes in workforce diversity
- Regional events
- Dissolution of FORA
- Increasing property values
- Outstanding community support
- Good weather
- A lot of good restaurants
- Aggressive, positive actions by the Superintendent
- National Marine Sanctuary
- A lot of good community groups
- Monterey Bay Aquarium
- Great golf courses—Bayonet and Black Horse and cooperative partnerships with them
- Very good non-profit fundraising organizations
- Five-year extension of the cease and desist order for Cal Am Water
- Community participation at Pacchetti Dog Park
- We are located on the coast of California
- Fiscal health of the State
- New Pinnacles National Park
- Passage of the transportation tax on the ballot for improvements to the transportation network
- Continuance of military installations here
- Mayors are united on water solutions
- Fort Ord National Monument
- Expansion of CSUMB
- Continued investment in the auto center
- Proximity to Silicon Valley
- 3-way agreement for the Pure Monterey Water Project
- Very diverse community
- New waste hauling company

- Reduced carbon footprint for the state
- History of the City of Monterey
- Schools are improving
- Diversified ROP classes (e.g., law enforcement)
- Legalization of marijuana
- Availability of grants
- Possible designation of a UNESCO World Heritage Site for Monterey Bay and Pebble Beach coastline

WHAT ARE THE EXTERNAL FACTORS/TRENDS THAT WILL/MIGHT HAVE A NEGATIVE IMPACT ON THE CITY OF SEASIDE IN THE COMING YEAR?

Brainstormed Perceptions

- Dissolution of FOR A
- Drugs
- Elections
- Legislative actions that impact everything
- Prisoners won a lawsuit that allows them to go back to prisons where they committed their crime
- Negative perception of police by some
- Stagnant wages
- Perception that America is in crisis
- Brexit
- Contagious response to Brexit
- High cost of implementing a living wage
- Insufficient regional housing stock
- Fire
- Socioeconomic impact of the legalization of marijuana
- Unfunded mandates at local, State and Federal levels
- Drought
- Earthquake
- Reduction of volunteers in community organizations
- Civil unrest
- Homeless
- Mayors are united on water
- Ease of obtaining firearms
- Sea level rise
- El Niño and La Niña
- Condition of the streets—potholes
- Climate change
- Decreasing communication skills among youth
- Social media
- Texting
- Development of surrounding cities
- Communities around us trying to keep Seaside from doing things
- Youth accessing marijuana
- Heroin use
- Prescription drug abuse
- Lack of reliable water supply

- Regional provincialism
- Negative perception of citizens by some police
- Low level of disposable income in our area
- Military leaving the area
- Rising prices
- High cost of living
- Increased healthcare costs
- PERS
- Potential for radicalization of youth
- Highest achieving students are not staying in the area
- Internet
- Pokemon Go

NEXT STEPS/FOLLOW-UP PROCESS

WHEN	WHO	WHAT
July 27, 2016	City Manager	Distribute the Strategic Planning Retreat record to invitees.
Within 48 hours of receipt	All Recipients	Read the retreat record.
By July 29, 2016	Leslie	Post the “Strengths & Accomplishments” on the website.
August 4, 2016	City Council	Present the updated Strategic Plan to the public.
August 9, 2016	Management Team (City Manager – lead)	Review the “Weaknesses/Challenges” list for possible action items.
By August 12, 2016	DCMs & Department Heads	Share and discuss the Strategic Plan with staff.
Monthly	City Council & City Manager	Monitor progress on the goals and objectives and revise objectives (add, amend and/or delete), as needed.
Monthly	City Manager	Prepare and distribute the updated Strategic Plan monitoring matrix to City Council members, the Executive Team and all staff.
By _____	City Manager and Management Team	Develop and present to the City Council for action a process for increasing community involvement.
January 31, 2017 8:30-4:00	Mayor, City Council City Manager, Management Team	Strategic Planning Retreat to: - more thoroughly assess progress on the Goals and Objectives. - review and revise, if needed, the Mission Statement. - develop new Three-Year Goals. - identify Six-Month Objectives for each Goal.

STRATEGIC PLAN ELEMENTS

Marilyn Snider, Strategic Planning Facilitator * Snider and Associates (510) 531-2904

“SWOT” ANALYSIS

Assess the organization's:

- Internal **S**trengths - Internal **W**eaknesses
- External **O**pportunities - External **T**hreats

MISSION/PURPOSE STATEMENT

States WHY the organization exists and WHOM it serves

VISION STATEMENT

A vivid, descriptive image of the future—what the organization will BECOME

CORE VALUES

What the organization values, recognizes and rewards—strongly held beliefs that are freely chosen, publicly affirmed, and acted upon with consistency and repetition

THREE YEAR GOALS

WHAT the organization needs to accomplish (consistent with the Mission and moving the organization towards its Vision) – usually limited to 4 or 5 key areas

KEY PERFORMANCE MEASURES

What success will look like upon achievement of the goal

SIX MONTH STRATEGIC OBJECTIVES

HOW the Goals will be addressed: By when, who is accountable to do what for each of the Goals

FOLLOW-UP PROCESS

Regular, timely monitoring of progress on the goals and objectives; includes setting new objectives every six months

CITY OF SEASIDE ⚙ SIX-MONTH STRATEGIC OBJECTIVES
July 26, 2016 – January 15, 2017

THREE-YEAR GOAL: <i>PROVIDE AN INCREASINGLY SAFE COMMUNITY</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By _____	Youth Violence Prevention Task Force (Council Member Ian Oglesby-lead), with input from a consultant	Develop and present to the City Council for action a Comprehensive Strategic Youth Gang Violence Reduction Implementation Plan.				
2. By _____	Police Chief, HR Manager and Council Member Dennis Alexander	Present to the City Council a report on the feasibility of building a public safety career pipeline representative of community demographics.				
3. By _____	City Manager	Recommend to the City Council for action a permanent site for the Seaside Youth Resource Center.				
4. By _____	City Manager and City Council	Involve the community in the selection of a new Police Chief.				
5. By _____	City Manager	Select a new Police Chief.				
6. By _____	Police Chief and Fire Chief	Present to the City Council an update on the public safety career pipeline.				
7. By _____	Police Chief	Recommend to the City Council for action the addition of 4 STEMA cameras to be installed throughout the city.				
8. By _____	Police Chief and HR Manager	Fully staff the Police Department.				

THREE-YEAR GOAL: ***CREATE VIBRANT, SUSTAINABLE ECONOMIC DEVELOPMENT***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By _____	City Manager and the two Economic Development Managers	Present to the City Council for direction and/or action the following projects: Monterey Downs, Main Gate Developer, Seaside Resort Development, Surplus II/26 acres, Proposed General Jim Moore subdivision, Broadway and Terrace Property Development, Senior Housing, Multiple Auto Center Remodels/Upgrades, Seaside Concourse Centre DDA and General Plan Amendment and Zoning Ordinance Text Amendment.				
2. By _____	The two Economic Development Managers	Develop and implement a Business Retention and Expansion Plan citywide, beginning with West Broadway.				
3. By _____	The two Economic Development Managers	Share with developers the City of Seaside Economic Opportunities Plan and solicit their feedback as to whether or not the plan needs to be updated.				

THREE-YEAR GOAL: ***PROVIDE LEADERSHIP TO OBTAIN A SUFFICIENT WATER SUPPLY FOR DESIRED DEVELOPMENT AND QUALITY OF LIFE***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By _____	City Engineer (lead), an Economic Development Manager and Russ McGlothlin	Present an update to the City Council on water issues.				
2. By _____	City Engineer	Present to the City Council for action proposed water rates for the Seaside Municipal Water System.				
3. By _____	City Engineer and Mayor Ralph Rubio	Present to the City Council for action encroachment permits, pipeline agreements and easements for CalAm's Water Project, MPWMD ASR (aquifer, storage and recovery) Project, and MRWPCA Pure Water Project within the City of Seaside.				
FUTURE: By _____	City Engineer	Present to the City Council an update on FORA's efforts for the most cost-effective alternative(s) of a water source for the Ord community.				

THREE-YEAR GOAL: ***DEVELOP AND IMPLEMENT A QUALITY INFRASTRUCTURE IMPROVEMENT PROGRAM***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By _____	Recreation Services Manager	Research alternative sports fields for use and make a recommendation(s) to the City Council for direction.				
2. By _____	City Manager	Present to the City Council a report that identifies, assesses and recommends new IT tools (e.g., software, social media, hardware, applications).				
3. By _____	Recreation Services Manager and MU Superintendent	Develop and present to the City Council for action a Cutino Park Improvement Plan, including the possibility of installing artificial turf.				
4. By _____	City Engineer	Present to the City Council for consideration award of the construction contract for the West Broadway Urban Village Improvement Project.				
5. By _____	City Manager and MU Superintendent	Develop and present to the City Council for action a Parks Improvement Plan.				
6. By _____	City Manager and MU Superintendent	Develop and present to the City Council for action a Citywide Weed Abatement and Street Repair Plan.				
7. By _____	City Manager	Research possible legal access points from Seaside to the Fort Ord National Monument and make a recommendation to the City Council for direction.				
8. By _____	DCM-AS and MU Superintendent	Update the ADA Transition Plan as required by the Federal and State government.				
9. By _____	City Manager	Identify collaborations for sports, recreation and enrichment opportunities (e.g., music, trails, museums) for youth and present the results to the City Council for direction.				

THREE-YEAR GOAL: ***ACHIEVE AND SUSTAIN FISCAL HEALTH AND WELLNESS***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By _____	DCM-AS	Present to the City Council the League of California Cities Report Card reflecting the City of Seaside's fiscal performance.				
2. By _____	Economic Development Manager	Present to the City Council a comparative analysis of Seaside's utilization of developers' impact fees.				
3. By _____	Economic Development Manager, working with a consultant	Investigate the feasibility of an Enhanced Infrastructure Financing District or a Community Revitalization Investment Authority and make a recommendation to the City Council for action.				
4. By _____	DCM-AS	Update the California Joint Powers Insurance Authority Performance Improvement Plan and present to the City Council.				
5. By _____	DCM-AS	Prepare a consolidated Annual Financial Report and present to the City Council for action.				
6. By _____	City Manager and DCM-AS	Recommend to the City Council for action possible revenue diversification.				



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

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

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 7:00 PM.

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

PRESENT: Alexander, Campbell, Oglesby, Pacheco, Rubio
ABSENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Abdel Seck, President of the Islamic Society of the Monterey Peninsula, lead the invocation.

4. **REVIEW OF AGENDA**

No changes were requested.

5. **PUBLIC COMMENTS**

Mayor Rubio invited comments from the public.

- Rich Candidan spoke to parking issues on Trinity Ave around the park indicating it is utilized as a park and ride due to no parking regulations but more so that the problem has also become one of a nuisance for bad behavior. He requested that parking be implemented similar to the Laguna Grande Lake area. He also garbage cans that have lids be installed to deter birds from pulling the trash out.
- Sue Hawthorne spoke to the reduced street lights on Saint Helena Street and requested more be re-installed.
- Dawn Posted spoke in support of the Monterey Horse Park
- Danna Burns Shaw, owner of Burns Cowboy shop in Carmel, she said she is thrilled that Seaside is considering a horse park. She has seen the positive impacts that horse parks make on communities.
- Paul Wolf thinks that some critical questions need to be discussed about the Horse Park such as the impact to businesses in Seaside proper and the limited water resources, He thinks that there needs to be a through report from our CA League of Cities delegate to see what other rules we are going to face with the water regulations.
- Franko Pacheco spoke in support needing more sports facilities and conversations with national recruiters who say Seaside was a dead-zone for recruiting which he believes is due to the lack of facilities. He spoke to the importance of improving first generation students for making it through the entire 4 years of college and sports increases that likelihood.

Mayor Rubio responded to comments made.

6. **PUBLIC AGENCY COMMUNICATIONS**

There were no public agencies in attendance.

7. **PRESENTATIONS**

A. PROCLAMATION RECOGNIZING THE RETIREMENT OF THE SEASIDE POLICE DEPARTMENT K-9, DRAGO

Mayor Rubio presents Drago, the retiring K-9 officer with a commendation on his retirement.

8. CONSENT CALENDAR

Felix Bachofner requested to pull item A from the Consent Agenda.

On motion by Council Member Alexander and seconded by Council Member Alexander and passed by the following vote the City Council approved the Consent Calendar except for item A.

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 FROM JULY 7, 2016 AND JUNE 2, 2016

Action: Approved

The item was pulled from the Consent Agenda. Felix Bachofner requested that the meeting be closed in honor of the passing of former Mayor Cota.

On motion by and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved the item as presented.

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

Mayor Rubio asked that the meeting be closed in honor of Mayor Cota.

B. APPROVE AND FILE CITY CHECKS

Action: Approved & Accepted

C. RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SEASIDE AND THE SEASIDE FIREFIGHTERS' ASSOCIATION

Action: Adopted MOU

D. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING THE POSITION ALLOCATION LIST TO ADD ONE POLICE RECORDS SPECIALIST AND DELETE ONE POLICE RECORDS TECHNICIAN

Action: Approve Resolution

E. APPROVE AND AUTHORIZE SUBMISSION OF RESPONSES TO 2015-16 MONTEREY COUNTY CIVIL GRANT JURY FINAL REPORT

Action: Authorized sending letter

F. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING THE POSITION ALLOCATION LIST TO ADD ONE HVAC SPECIALIST AND DELETE ONE BUILDING MAINTENANCE SPECIALIST

Action: Approved

G. APPROVE DESIGNATION OF VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE OCTOBER 5-7, 2016

Action: Approved delegation

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

City Attorney Freeman reported that the State Water Resources Control Board approve the water extension to the Cease and Desist order 5 years extension request, with a series of milestones that have penalties associated. This is good news at this time otherwise there would have been a dramatic cut in water usage in Cal Am water service area. The extension includes a portfolio of projects; the Desalination plant, the Pure Water Monterey project and the ASR Program. The SWRCB recognized the coming together of significant members of the communities and organizations.

City Manager Malin reported that the new City Council cushions are on order and will be installed in the near future.

Council Member Campbell reported on the need for sports fields. He spoke to his town hall style meeting where they discussed body cameras for police as a positive thing, including the retirement of the police k-9. Council Member Alexander spoke to the significant events happening with police and it has to do with the judgement of the use of force. Council Member Pacheco thinks there needs to be a more cooperative way to take advantage of sports tournaments by providing facilities and spoke in support of financial opportunities that would come from having adequate sports facilities. He said he did think that the Mayor's group [MPRWA] had made a difference with the CDO extension and closed by invited the community to the next Blues in the Park event on Sunday.

Mayor Pro Tem Oglesby spoke Council Member Alexander's remarks to training. De-escalation training is beneficial and the Council is open to that costs. He spoke to peaceful rally and the positive police presence as well as the CPY's walk and thanked the Fire fighters present to shake the kids hands when they ended the walk. That was the best example to show the young people in both situations. Mayor Rubio reported on many events happening in Seaside and specifically reported that FORA approved the CIP and accepted the report on Categories 1 and 2 on the POST reassessment of the Base Reuse plan, as they were significant items that needed approval.

10. **ADJOURNMENT**

On motion, the meeting was closed at 7:49 PM in honor of Seaside founding Mayor Cota.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: August 4, 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 July 12, 2016 through July 25, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of July 21, 2016 is requested. Total Account Payable and Payroll for the above referenced period is \$2,002,793.06.

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:

- \$979,334.21 from the Council Report (Payroll/Benefits)
- \$28,512.26 to Fort Ord Reuse Authority for FY 16/17 membership dues;

- \$40,411.24 to Monterey County Convention & Visitors Bureau for the May 2016 TID remittance and the jurisdiction improvement investment for FY 16/17;
- \$42,186.92 to Pacific Gas & Electric for monthly utility services;
- \$11,432.00 to Transportation Agency for Monterey County for the congestion management local agency contribution for FY 16/17;
- \$14,925.00 to CSG Consultants, Inc. for building inspection and plan reviews;
- \$17,500.00 to Disability Access Consultants, Inc. for the June 2016 ADA survey and consult;
- \$11,924.85 to Monterey Bay Air Resources District for the per capita assessment and fees for FY 16/17;
- \$13,885.33 to Monterey County Petroleum for fuel purchase;
- \$12,031.25 to Regional Government Services for planning contract services;
- \$11,751.41 to Richards, Watson & Gershon for May and June 2016 legal services on multiple projects;
- \$651,950.85 to Wells Fargo Bank for Pension Obligation Bonds annual debt service payment.

The remaining checks, totaling \$166,947.74, include payments to vendors for operating expenditures.

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

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

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.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dan Meewis, Recreation Supervisor
Nancy Towne, Recreation Services Director

DATE: August 4, 2016

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM OPERATION SECOND CHOICE FOR SEASIDE YOUTH**

PURPOSE

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000) request from Operation Second Choice for a donation from the Mayor's Youth Fund to help cover the costs of a 3-day youth conference in August for 50 Seaside youth.

RECOMMENDATION

Staff recommends approval.

BACKGROUND

Operation Second Chance, an organization affiliated with Bethel Baptist Church youth group, is requesting funds to help cover the costs to send fifty (50) local Seaside youth to attend a three-day youth conference in Sacramento. According to the information provided, this yearly conference includes workshops on violence prevention, job training, social skills, and recycling. The group will continue to focus on the benefits of recycling and other skills geared toward the improvement of the community. This is the third request for funding to send Seaside youth to this conference that has been approved by the City Council.

All non-profit status paperwork was submitted to the City Attorney for review due to time constraints.

FISCAL IMPACT

This request would be funded by a donation from the Mayor's Youth Fund.

ATTACHMENTS

1. Midori2
-

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, consisting of a large, stylized 'C' followed by several horizontal strokes.

Craig Malin, City Manager

Updated 02/01/2016

Mayor's Youth Fund Contribution Request

Prior to completing this request please review the attached contribution policy. All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to N. Towne, Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Operation Second Choice, Inc. 1976860

Name of Individual Submitting Request: Midori Collins, Director

% Residents or Students of Seaside: 100% # of Participants 50 Youth

Ages of Participants: 15-18 years

Mailing Address: P. O. Box 276, Seaside, CA 93955

Phone Number: Home 831-241-0185 Work 831-920-1415
Cell _____

E-mail Address: _____

Description of Event (Attach Additional Information as Necessary)

This event is a three day Youth Conference in Sacramento, CA August 10-13, 2016. The conference includes workshops on the prevention of youth violence, job training, recycling, clean up, social skills and the means to insure & create healthy environments.

Description of how the use of the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or "green" sustainability to insure a healthy environment. Attach additional information as necessary:

Funds uses include registration fees, meals, conference materials, hotel & travel expenses. The groups focus will be on continued education on the benefits of recycling and other education skills geared toward the improvement and preservation of our communities.

Description of how your participation in this event or activity benefits the City of Seaside. See Mayor's Youth Fund Contribution Policy.

This program provides valuable training a self-awareness skill to our youth. Most importantly, it demonstrates to our youth how to honor and respect others and focuses on love for the community.

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

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000.00. Applications that are incomplete will be returned.

OPERATION SECOND CHOICE, INC.
Youth For Youth
You Can Make It, But It's Up To You

Date: July 25, 2016

TO: City of Seaside

Re: Mayor's Youth Fund Contribution Request

Name of Organization: Operation Second Choice, Inc. - Youth For Youth

Funds requested are to assist with the facilitation of the upcoming three day Youth Conference scheduled for August 10-13, 2016.

The Youth Conference will include workshops and other activities designed to provide discipline, responsibility, leadership, sportsmanship, love, honor, respect and the benefits of a good education.

These youth will be a part of approximately 400 youth attending the conference, ranging from 5 to 18 years of age. This includes residents from Seaside along with youth from Northern and Southern parts of California. The headquarters for this year's Youth Conference will be in Sacramento, CA.

The goal and aim of the Youth Conference is to provide positive experiences that go well beyond what most of the youth in attendance are receiving at their respective schools and more often than not, with their homes. This conference has been successfully operating for more than forty years in various cities throughout California.

The Youth Conference not only provides valuable training and skills to our youth, but we also act as instructors, leaders and special training facilitators to the attendees. Since this Youth Conference has been in existence, some of its participants have gone into many diverse fields, i.e., politics, teaching, social work and various other professional business venues including some becoming players in the National Football League. Many of the participants have also become successful husbands, wives, Fathers and Mothers by utilizing skills they obtained during these Youth Conferences.

It is our sincere hope that you will assist us as we endeavor to enrich the lives of the youth in our city and state. Your financial assistance will truly enhance our ability to achieve our goals for this year's upcoming conference.

Respectfully Yours,

Midori Collins
Executive Director



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sharon Mikesell, Administrative Analyst
Kurt Overmeyer, Economic Development Manager

DATE: August 4, 2016

**SUBJECT: CONSIDERATION OF AUTHORIZING TO CORRECT CLERICAL
ERRORS AND MINOR OMISSIONS TO THE SUBMITTED ANNUAL
ACTION PLAN AND TO RECOMMEND THE CORRECTIONS
TO THE US DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT (HUD) AS A NON-SUBSTANTIAL AMENDMENT.**

PURPOSE

The purpose of this item is to consider recommending an additional \$78 to each approved public service subrecipient as calculated by HUD to fully utilize the 15% maximum allowable allocation of funds. Minor clerical errors and minor omissions to the submitted report were also asked to be corrected and submitted as a Non-Substantial Amendment to the Annual Action Plan

RECOMMENDATION

It is recommended that the City Council accept the funding revisions and corrections and authorize a Non-Substantial amendment to the Annual Action Plan to be submitted to HUD as well as authorize the City Manager to revise the associated SF-424 documents and adjust line items in the CDBG fund of the City of Seaside operating budget as necessary to reflect the changes.

BACKGROUND

The City Council approved the 2016-2017 CDBG Annual Action Plan at the May 5, 2016 meeting. The Plan was submitted to HUD in advance of the May 15 deadline and has been reviewed. HUD has indicated minor revisions are recommended for the plan. The Community Development Advisory Committee (CDAC) reviewed and approved the following recommendations at their July 20, 2016 regular meeting.

The City of Seaside actually received \$102,600 in program income sources other than the actual grant award during our prior program year. \$100,000 had been used to calculate the budget. As a result, additional funds are available that can be allocated to public services.

Further examination of the subrecipient awards in the IDIS report indicated that Legal Services for Seniors allocation was entered incorrectly into the program and the current amount submitted to HUD should be corrected to the CDAC and City Council recommended amount of \$16,099.

CDAC followed the same formula of award of additional funding that was used earlier this year by splitting the funding equally to the five approved public service agencies, resulting in an additional \$78 per agency.

This recalculation also results in a new unallocated amount of \$3,826 to be used for contingencies.

HUD has also asked the City to calculate the percentage of low and moderate income persons receiving benefits from the CDBG program. This has been calculated at 95%. The expected funds available for the remainder of the Consolidated plan will be \$1,168,519. 2016-2017 is the second year of the Consolidated plan.

HUD indicated some questions were submitted in the Annual Action Plan unanswered, however that was found to be a HUD software processing issue and has been resolved by submission of the public review draft document to them that contained answers to the "missing" segments of the plan.

FISCAL IMPACT

There is no impact to the General Fund regarding this item. The CDBG program is a separate funding source.

ATTACHMENTS

1. Proposed Public Service Revisions and Calculations of Low/Moderate Income Clientele
 2. Resolution to approve Non-Substantial Amendment to 2016-2017 Annual Action Plan
-

Reviewed for Submission to the
City Council by:



Meeting Date: August 4, 2016

Craig Malin, City Manager

Adjusted CDBG Funds Distribution to Public Service and Projects
2016-2017

Agency	Original Request	Approved Request	Amount Currently Submitted to HUD	Correction Needed	Additional Funding Available	Revised amount for Non-Substantial Amendment	% to low/mod	Low /Mod \$
Community Partnership for Youth	\$ 15,000.00	\$ 16,099.00	\$ 16,099.00		\$ 78.00	\$ 16,177.00	100%	\$ 16,177.00
Girls Inc	\$ 8,000.00	\$ 9,099.00	\$ 9,099.00		\$ 78.00	\$ 9,177.00	85%	\$ 9,177.00
Legal Services For Seniors	\$ 15,000.00	\$ 16,099.00	\$ 15,099.00	\$ 1,000.00	\$ 78.00	\$ 16,177.00	90%	\$ 16,177.00
Salvation Army	\$ 14,000.00	\$ 15,099.00	\$ 15,099.00		\$ 78.00	\$ 15,177.00	100%	\$ 15,177.00
The Village Project	\$ 12,000.00	\$ 13,099.00	\$ 13,099.00		\$ 78.00	\$ 13,177.00	100%	\$ 13,177.00
Subtotal Public Service		\$ 69,495.00	\$ 68,495.00		\$ 390.00	\$ 69,885.00		
Genesis House	\$ 30,000.00	\$ 30,000.00				\$ 30,000.00	100%	\$ 30,000.00
Boys and Girls	\$ 21,000.00	\$ 21,000.00				\$ 21,000.00	57%	\$ 11,970.00
Library ADA	\$ 77,722.00	\$ 77,722.00				\$ 77,722.00	100%	\$ 77,722.00
						\$ 198,607.00	95.45%	\$ 189,577.00

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE 2016-2017 REVISED 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 U.S. Department of Housing and Urban Development (HUD) to develop a Five-Year Consolidated Plan and related Annual Action Plans; and

WHEREAS, the City of Seaside, a Community Development Block Grant (CDBG) entitlement community, has a HUD approved 2015-2020 Five-Year Consolidated Plan; and

WHEREAS, the 2016-2017 Annual Action Plan was prepared to implement the strategies contained in the Five-Year Consolidated Plan; and

WHEREAS, on October 29, 2015, the City posted and published a Notice of Funding Availability (NOFA) and Mandatory 2016-2018 CDBG Application Workshop which solicited applications for CDBG funded public service programs and subrecipient projects, and notified the public of the planning process for CDBG funding; and

WHEREAS, the Community Development Advisory Committee (CDAC) met on February 3, February 24, and March 14, 2016 to review 2016-2018 funding applications and to formulate the CDAC's public service and subrecipient project funding allocation recommendations to the City Council; and

WHEREAS, the City Council accepted the CDAC recommendations at its April 21, 2016 regular meeting; and

WHEREAS, pursuant to federal regulations the City properly noticed and held the required public hearing May 6, 2016 to consider the 2015-16 annual Action Plan for the use of CDBG funds; and adopted Resolution approving the 2016-2017 Annual Action Plan. The adopted plan documents were submitted to the US Department of Housing and Urban Development (HUD) meeting the deadline of May 15, 2016, and

WHEREAS, since its submittal, both HUD and staff have identified minor clerical errors and additional funds eligible for Public Service allocation considered a non-substantial amendment that are recommended to be included in a revised 2016-2017 Annual Action Plan, and

WHEREAS, HUD requires a revised Plan be submitted to reflect the corrected budget and program allocation amounts; and

WHEREAS, the CDAC met on July 20, 2016 to discuss and formulate its revised recommended public service allocations.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that revisions be made through HUD's Integrated Disbursement and Information System (IDIS) for the 2016-2017 Annual Action Plan for the Community Development Block Grant Program covering the designated periods, that the City Manager is hereby authorized to revise and re-sign the Application for Federal Assistance (SF-424), all certifications, assurances and other

documents as may be required by HUD and that line item adjustments are made to the City of Seaside 2016-2017 operating budget to reflect the revised subrecipient allocation.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 4th day of August 2016, by the following vote:

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

APPROVED:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director
Dan Meewis, Recreation Supervisor

DATE: August 4, 2016

**SUBJECT: APPROVE CONTRIBUTION REQUEST FROM GREATER VICTORY
TEMPLE CHURCH'S 2016 SUMMER ALGEBRA INSTITUTE FOR A
DONATION FROM THE MAYOR'S YOUTH FUND**

PURPOSE

The purpose of this agenda item is to consider the request from the Greater Victory Temple Church for a donation of three thousand dollars (\$3000.00) for costs associated with the Victory Temple and California State University's 2016 Summer Algebra Institute.

RECOMMENDATION

Staff recommends approval.

BACKGROUND

The Victory Temple Church is planning to hold a Summer Algebra Institute in collaboration with California State University for thirty (30) Seaside students. The goals of the program are to prepare thirty (30) high school students to succeed in Algebra 1 and other mathematics courses and to enroll them in higher education immediately after high school graduation. Each student in the Summer Institute will take a challenging math course, a College Readiness Seminar, and visit at least one university campus. This will be the second request that they have received a donation from the Mayor's Youth Fund. The Greater Victory Temple has received two (2) \$3,000.00 donations; at the May 15, 2014 City Council meeting and the May 7, 2015 City Council Meeting.

Non-profit forms are pending and due to time constraints will be forwarded to the City Attorney for his review.

FISCAL IMPACT

If approved, the contribution would be funded through the Mayor's Youth Fund.

ATTACHMENTS

1. Mayor's Youth Fund Request Form and related information
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Mayor's Youth Fund Contribution Request

Name of Organization: Greater Victory Temple
Nonprofit -77-0333113

Name of Youth Project: Greater Victory Temple and California State University Summer Algebra Institute

% Residents or Students of Seaside: 100%

of Participants: Based on 30 students

Ages: 10 – 24 years

Address: 1620 Broadway, Seaside, California 93955

Phone Number: Church 831 394-2774 Cell 831 277-2506

E-mail Address: gvteducation1@yahoo.com

Description of Event

Greater Victory Temple and California State University will work collaboratively to establish a Summer Algebra Institute for thirty Seaside students...

Funds for the algebra program are not directly used to support any religious activities such as worship or religious instructions and this program is offered to any student without regard to religion.

Date: June 13, 2016

When: 8:00 a.m. – 1:00 p.m.

Where: Greater Victory Temple (classrooms)

Purpose: The primary goal of the Summer Algebra Institute is to prepare Seaside students to succeed in mathematics courses and to expand their knowledge about the world around them. Additionally, the Summer Institute will prepare students to succeed in high school in general, with a specific focus on completing the A-G college admissions courses. This is not traditional summer school; the Institute sets extremely high standards, both personal and academic. Students are required to attend all classes and absences and/or tardies may result in removal from the Institute. The ultimate goal of the Institute is for students to enroll in higher education immediately after high school graduation. Academic preparation, academic success and pertinent information about higher education are required to ensure college admission; thus, the program will focus on academic content, study skills and college exposure and the opportunities to pursue any field of study. Each student in the Summer Institute will take a challenging math course, a College Readiness Seminar, and visit at least one University campus. Additionally, the focus will be on the total student and the pursuit of higher education in fields that has no limits.

Our description of how the use of the funds will be specifically used for youth groups activities/events and/or active to clean our local beaches of waste.

Our plan of action includes educating our students to the effects that environmental waste has on our local beaches and the marine life on the Monterey Bay. We also will be involving our students in the star spangle beach cleanup on July 5th. As a final project we would like to have the student visit the Monterey Bay Aquarium to see what **environmental** benefits a clean beach would have on the marine life in our area. Most of these students are from low income families and have not experienced the Monterey Bay Aquarium. We will encourage the students to use computers, lap tops, tablets to r to find other means or resources to benefit our environment in keeping it green and clean.

These are the things we can do to keep Seaside beaches clean:

- Place all garbage and recycling in their appropriate containers. Garbage — especially leftover food — attracts birds and other wildlife to the beaches, resulting in water contamination.
- Put small children in waterproof diapers and change diapers frequently.
- Grill only in designated areas, and place your charcoal waste in the marked red metal containers.
- Keep dogs in designated areas. Pick up after your pets and place pet waste in trashcans.

This project will benefit the City of Seaside by providing clean beaches

Tourist will enjoy the beautiful beach that is the gateway to the Monterey Peninsula

Local Hotels can market beautiful sunset walks on the environmentally beach

The Summer Algebra Institute students will attempt to answer three major questions:

1. What are the benefits of clean beaches in Seaside ?
2. Does clean beaches used by Seaside residents and businesses have an effect on the city beach?
3. How can clean beaches used by Seaside residents and businesses help to insure a healthy environment?
4. Are Seaside r residents encouraged to participate in Star Spangle Beach clean-up on July 5th. ?

Goal:

- The Summer Algebra Institute students will obtain a better understanding of the keeping the beaches clean and the affects it has on the marine life in the Monterey Bay. Our plan of action includes participating in the Star Spangle Beach Cleanup on July 5th sponsored By Save Our Shores.

- Bring awareness to the residents of Seaside of Star Spangle Beach Cleanup on July 5th sponsored By Save Our Shores.

Development:

Before beginning this project we will expand the students' knowledge of the marine life in the Monterey bay and how waste material left on the beach can affect the waterways and marine life.

Suggested project time: 6-8 weeks

Special Materials / Equipment:

Site visits to the local beach with equipment to remove waste products from the beach .

(Based on 30 students)

PERSONNEL

Certified Math Teacher @ \$25.00/hour

[1:30 students - \$25.00 x 5 hours= \$125 x 5 days= \$625 x 6 weeks= \$3,750] \$3,750.

Site Coordinator /Counselor/Math Tutor @ \$25.00/hour

[1:30 students - \$25.00 x 5 hours= \$125 x 5 days= \$625 x 6 weeks= \$3,750] \$3,750.

1 Qualified Math Tutor @ \$10.00/hour

[1:10 students - \$10.00 x 5 hours= \$50.00 x 5 days= \$250.00 x 6 weeks= \$1500] \$1,500.

Sub-total \$9,000.

CURRICULUM & INSTRUCTIONAL RESOURCES

Curricular/Learning Resources

Textbooks/Student Workbook/Instructional Manuals \$1,000.

Experiential Learning

Field Trips/College Tours (Friday Enrichment Activities) \$1,000.

Student projects/exhibits \$0 300.

Sub-total \$2,300.

SNACKS, OFFICE SUPPLIES & EQUIPMENT

Snacks, Office Supplies & Materials \$1,000.

TOTAL **\$12,300.**

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Greater Victory Temple

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification: check only **one** of the following seven boxes.
☐ Individual/sole proprietor or single-member LLC
☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3).
 Exempt havee code (if any):
 Exemption from FATCA reporting code (if any):
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1620 Broadway Ave Seaside, CA 93955

6 City, state, and ZIP code
Seaside, CA 93955

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

77-0333113

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ **Patricia A. Webb** Date ▶ **7/18/2016**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employee identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest; earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third-party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director

DATE: August 4, 2016

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING THE POSITION ALLOCATION LIST TO ADD THE POSITION OF FINANCE DIRECTOR AND ESTABLISH THE SALARY FOR POSITION

PURPOSE

The purpose of this item is to request the City Council approve a resolution modifying the position allocation list to add the position of Finance Director and establish the salary for the position. Should the Deputy City Manager - Administrative Services position become vacant, it will be replaced by the Finance Director.

RECOMMENDATION

It is recommended that the City Council adopt the resolution modifying the position allocation list to add a Finance Director and establish the salary for the position.

BACKGROUND

In 2005, the position of Deputy City Manager - Administrative Services was established to direct the functions of Finance, Human Resources, Information Technology, and Risk Management. Earlier this year, Human Resources became a separate Department under the direction of the City Manager.

Should the Deputy City Manager - Administrative Services position become vacant, it is proposed to eliminate the Deputy City Manager classification and replace the position with a Finance Director. The Finance Director would continue to be the City's Risk Manager, however the Information Technology Division will be moved to the City Manager's Office.

The proposed salary for Finance Director is \$150,000 annually. This salary is 5% less than the salary for the Deputy City Manager classification.

It is recommended that the City Council authorize the addition of this classification to the City's classification plan.

FISCAL IMPACT

The Finance Director is proposed to be established \$150,000, which is 5% less than Deputy City Manager - Administrative Services. This is an annual savings of \$8,070 not including the additional savings from salary based benefits like CalPERS.

ATTACHMENTS

1. Resolution
 2. Finance Director Job Description
-

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

MODIFYING THE POSITION ALLOCATION LIST TO ADD THE CLASSIFICATION OF FINANCE DIRECTOR AND ESTABLISH THE SALARY FOR THE POSITION

WHEREAS, the City's Classification Plan of positions may be amended on recommendation of the City Manager and approval by the City Council; and

WHEREAS, there is a need to add the position of Finance Director to the Classification Plan, create an appropriate position description, and establish the salary for the new classification;

WHEREAS, the Deputy City Manager – Administrative Services position will be deleted from the Classification Plan when it becomes vacant;

WHEREAS, the classification of Finance Director will be exempt, at-will, serve at the pleasure of the City Manager, and can be terminated with or without notice or cause and with no rights of appeal; and

WHEREAS, the benefits for the Finance Director will be consistent with the benefits provided to the City's other non-safety management employees.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve adding the following position to the City's Classification Plan:

<u>Position</u>	<u>Annual Salary</u>
Finance Director	\$150,000

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



**AUGUST 2016
FLSA: EXEMPT**

FINANCE DIRECTOR

DEFINITION

Under administrative direction, plans, organizes, manages, and provides direction and oversight for all functions and activities of the Finance Department, including finance, general accounting, and risk management; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; provides highly responsible and complex professional assistance to the City Manager in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. Exercises general direction and supervision over professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a department head classification that oversees, directs, and participates in all activities of the Finance Department, including short- and long-term planning, development, and administration of departmental policies, procedures, and services. This class provides assistance to the City Manager in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assumes full management responsibility for all Finance Department programs, services, and activities, including finance, budgeting, financial reporting, general accounting, and risk management.
- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the department; establishes, within City policy, appropriate budget, service, and staffing levels.
- Plans, directs, and coordinates the Finance Department's work plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.
- Manages and participates in the development and administration of the department's annual budget; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approves expenditures; directs and implements adjustments as necessary.

- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees on performance issues; implements discipline and termination procedures; responds to staff questions and concerns.
- Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Coordinates the development and administration of the annual budget for the entire City, provides for financial forecasting and planning; tracks the adopted budget and prepares periodic budget reviews for submission to City departments.
- Establishes the City's central budgeting, accounting, and financial reporting practices; evaluates accounting procedures and financial controls; responds to and implements audit recommendations.
- Manages the City's investment portfolio; ensures that investments meet the City's policy guidelines and that adequate cash is available to meet obligations; prepares periodic reports regarding investments to the City Council.
- Manages revenue collection programs including utility billing, tax assessments, subventions, license or user fees, and other sources.
- Oversees the City's risk management functions, including review of all City contracts with vendors.
- Negotiates contracts and agreements including franchises; coordinates with legal counsel and City department representatives to determine City needs and requirements for contractual services.
- Represents the Finance Department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies, and procedures as appropriate.
- Participates in and makes presentations to the City Council and a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of Finance and other services as they relate to the area of assignment.
- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required.
- Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the City Manager.
- Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration.

- Principles and practices of governmental accounting, public finance administration and budgeting, auditing, reconciliation; Federal and State regulations and guidelines as they pertain to municipal finance; municipal taxation and revenue management.
- Public agency budgetary, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Practices and techniques of automated and manual financial and accounting document processing and record keeping.
- Applicable Federal, State, and local laws, codes, and regulations.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Technical, legal, financial, and public relations issues associated with the management of Finance programs.
- Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- Record keeping principles and procedures.
- Modern office practices, methods, financial programs, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the department and assigned program areas.
- Provide administrative and professional leadership and direction for the department and the City.
- Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.
- Interpret, apply, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Plan, organize, direct, and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility; select, motivate, and evaluate the work of staff and train staff in work procedures.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of Finance programs and administrative activities.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Graduation from an accredited four-year college or university with major coursework in accounting or a related field and seven (7) years of increasingly responsible experience, including supervisory experience, preferably in municipal administration or in a finance office and at least four (4) years of government finance experience. A Master's degree is desirable.

Licenses and Certifications:

California Drivers' License.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: August 4, 2016

SUBJECT: CONSIDER A RESOLUTION DELEGATING TO THE CITY ENGINEER, OR HIS OR HER DESIGNEE, THE AUTHORITY TO APPROVE PLANS AND DESIGNS FOR ALL PUBLIC WORKS PROJECTS

PURPOSE

The purpose of this item is to consider a resolution to minimize the City of Seaside's liability exposure related to design and construction of public improvement projects by ensuring that the City establishes and maintains design immunity as provide by State law.

RECOMMENDATION

It is recommended to adopt a resolution delegating to the City Engineer, or his or her designee, the authority to approve plans and designs for all public works projects.

BACKGROUND

California Government Code Section 830.6 is a statutory defense available to a defendant public entity providing it with immunity against claims arising out of a design defect. The purpose of the defense is to prevent a jury from simply reweighing the same factors considered by the governmental entity which approved the design. One of the required elements of the defense is that the public entity must establish approval in advance of construction "by the legislative body of the public entity or by some other body or employee exercising discretionary authority to give such approval."

In order to facilitate efficiency in the review and approval of plans and designs for city projects and to preserve the City's design immunity protection under Section 830.6, it is recommended that the City Council adopt a resolution delegating authority to approve plans and designs for all of the City's public works projects to the City Engineer, or his or her designee.

The proposed resolution will now formally delegate design approval to the City Engineer for those projects that do not go to Council. It will also cover situations in which field conditions or other issues require that the design plans be amended or addenda added thereto.

Other cities, such as Long Beach, San Diego, San Jose, San Clemente, and Monterey have taken similar action by delegating such approval authority to their city engineers for signing construction plans and specification prepared for public works projects to preserve their design immunity.

FISCAL IMPACT

There is not fiscal impact associated with this item.

ATTACHMENTS

1. Reso. City Engineer Design Immunity
-

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, consisting of a large, stylized 'C' followed by several horizontal strokes.

Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**DELEGATING TO THE CITY ENGINEER, OR HIS OR HER DESIGNEE, THE
AUTHORITY TO APPROVE PLANS AND DESIGNS FOR ALL PUBLIC WORKS
PROJECTS.**

WHEREAS, California Government Code section 830.6 provides that neither a public entity nor a public employee is liable for an injury caused by the plan or design of a construction of, or an improvement to, public property under certain conditions; and

WHEREAS, such conditions are that the plan or design must be approved in advance of the construction or improvement by the legislative body of the public entity, or by some other body or employee exercising discretionary authority to give such approve; and

WHEREAS, in order to facilitate efficiency in the review and approval of plans and designs for City projects and to preserve the City's design immunity protection under Section 830.6, the City Council now desires to confer upon the delegate the authority to approve plans and designs for all of the City's public works projects to the City Engineer, or his or her designee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby confers upon and delegates to the City Engineer, or his or her designee, the authority to approve plans and designs, and all amendments and addenda thereto, in advance of construction or improvement of all public works projects within the City. The City Engineer shall sign and stamp such plan or design attesting to his or her approval thereof, or cause or direct his or her designee to do so.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 4th day of August, 2016 by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Tim O'Halloran, City Engineer/Public Works Services Manager

DATE: August 4, 2016

SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES WITH MARK THOMAS & COMPANY ADDING ADDITIONAL SCOPE OF WORK TO UPDATE THE DESIGN OF THE WEST BROADWAY URBAN VILLAGE INFRASTRUCTURE IMPROVEMENT PROJECT FOR A NOT TO EXCEED AMOUNT OF NINETY EIGHT THOUSAND SIX HUNDRED EIGHTY FOUR DOLLARS (\$98,684.00).

PURPOSE

The purpose of this item is for the City Council to consider approving a resolution authorizing a Second Amendment to the Agreement for Consultant Services (the "Contract") between the City of Seaside (the "City") and Mark Thomas & Company (the "Consultant") for a not to exceed amount of Ninety Eight Thousand Six Hundred Eight four Dollars (\$98,684.00) to provide professional services for the preparation of updated construction documents for West Broadway Urban Village (WBUV) Infrastructure Improvements Project in support of the ATP grant.

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving resolution authorizing the City Manager to execute a Second Amendment to the Agreement for Consultant Services with Mark Thomas & Company to provide professional services for updating the construction documents for the West Broadway Urban Village (WBUV) Infrastructure Improvements Project.

BACKGROUND

The project proposes to implement a "road diet" that would reduce the width of the roadway and allow the installation of pedestrian, bicycle and streetscape improvements. The proposed improvements on West Broadway Avenue would begin west of the Hillsdale Street intersection

and end east of the Calaveras Street intersection. The proposed roadway and streetscape improvements include but are not limited to:

- Reduce West Broadway from a four-lane roadway (two lanes in each direction) to two-lanes (one lane in each direction).
- Construct 15-foot wide sidewalks with adjacent street parking and construct wider sidewalks at mid-block areas and at the intersection bulb outs.
- Reconstruct the pavement section to accommodate the wider sidewalks.
- Create Class II or modified Class IV “Green-Colored” bike lanes on each side along West Broadway Avenue from Del Monte Boulevard to Fremont Boulevard.
- Enhance the pedestrian crosswalks at intersections of Hillsdale Street, Alhambra Street and Calaveras Boulevard. Provide provisions for future traffic signals at intersections of West Broadway and Alhambra, West Broadway and Hillsdale, and West Broadway and Calaveras.
- Construct tree wells and plant street trees within the sidewalk. Install low impact design (LID) landscape features within the wider sidewalk areas in the mid-block areas and bulb outs.
- Update street lighting to accommodate these improvements.
- Install underground storm drain infiltration and treatment system to collect and treat storm water runoff along West Broadway from Hillsdale Street to Alhambra Street. Install a conduit for potential future use as fiber optic conduit.
- Create Class II or modified Class IV “Green-Colored” bike lanes along both sides of Del Monte Boulevard from Canyon Del Rey to Broadway.
- Extend the Class III bike lanes (sharrow) along West Broadway from Fremont Street to General Jim Moore.

On October 22, 2015, the State of California announced that the City was eligible for approximately \$3.7 million in Active Transportation Program (ATP) grant funds including Federal Highway Authority (FHWA) monies. The State has requested additional documentation be provided prior to authorizing the grant funds. City staff has been working with the State of California to provide the requested documentation. The proposed work includes preparation of documentation required by the FHWA in order to release the ATP grant funds to the City.

On August 20, 2015, the City of Seaside awarded an Agreement for Consultant Services contract to Mark Thomas and Company, Inc. (MTCO) for a not-to-exceed amount of Seven Hundred Sixteen Thousand Two Hundred Fifty-One Dollars (\$716,251) for updating the construction contract documents for this project. On January 21, 2016, the City Council accepted the ATP Grant and approved an amendment to Mark Thomas & Company contract for additional professional services as outlined below:

- Preparation of Technical Studies in support of the National Environmental Policy Act (NEPA) study required for federal monies potentially used in the construction of the proposed improvements
- Revise the front-end and technical specifications to Caltrans 2015 Standard Specifications incorporating federal requirements
- Preparation of Caltrans Local Assistance documentation.

City staff has been working directly with Caltrans functional units (Local Assistance,

Environmental, Right of Way, etc.) on the various forms and reports required. Through this coordination, Caltrans outlined additional Local Assistance documents needed for CTC and FHWA approval. These additional documents include the following:

- Public Interest Finding (PIF) forms that identify the use of appropriate proprietary materials or manufactures for electrical and landscape items.
- Engineers Estimate worksheet for the construction phase detailing and identifying eligible costs for each funding source specifically how the federal ATP funds are proposed to be expended.
- Documentation for an application for a water permit from the Monterey Peninsula Water Management District (MPWMD).
- Additional refinements to the contract documents. The City and the consultant team were able to identify design refinements to the civil, electrical and landscape plans. These refinements include replacement of an existing 6-inch VCP with a 15-inch PVC sanitary sewer line at Alhambra Street, modifying the Del Monte/West Broadway traffic signal to accommodate the new Class II bike lanes, and upgrading the irrigation controller along West Broadway.

It is recommended that the City Council approve a resolution authorizing the City Manager to execute a Second Amendment to the Agreement for Consultant Services with Mark Thomas & Company to provide professional services for incorporating the refinements and additional documents outlined above for the West Broadway Urban Village (WBUV) Infrastructure Improvements Project. The proposed second amendment would increase the contract value by Ninety Eight Thousand Six Hundred Eight four Dollars (\$98,684.00) to a total not to exceed amount of Eight Hundred Ninety Five Thousand One Hundred Thirty Two Dollars (\$895,132).

The contract would be funded using Transportation Agency of Monterey County (TAMC) grant funds and bond funds. The proposed work is necessary to allow the City to submit a complete application necessary to release the ATP grant by the California Transportation Commission (CTC) and the Federal Highway Administration (FHWA).

FISCAL IMPACT

The City adopted the FY 2015/16 Capital Improvement Program on June 18, 2015. The CIP provides authorization for the proposed project using \$1,016,564 in bond funds and \$4,050,000 in TAMC Grant Funds. The original not-to-exceed contract value to Mark Thomas of Seven Hundred Sixteen Thousand Two Hundred Fifty-One Dollars (\$716,251) was increased by the First Amendment by Eighty-Thousand One Hundred Ninety-Seven Dollars (\$80,197) and would be increased by Ninety Eight Thousand Six Hundred Eighty Four Dollars (\$98,684) for a total not to exceed amount of Eight Hundred Ninety Five Thousand One Hundred Thirty Two Dollars (\$895,132). Since the proposed contract value is less than the available bond and grant funds, there would be no fiscal impact to the General Fund.

ATTACHMENTS

1. Resolution
 2. Contract Change Order #2
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES WITH MARK THOMAS & COMPANY FOR THE WEST BROADWAY URBAN VILLAGE INFRASTRUCTURE IMPROVEMENT PROJECT FOR AN AMOUNT NOT-TO-EXCEED NINETY-EIGHT THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS (\$98,684)

WHEREAS, the proposed streetscape and utility infrastructure improvements are essential to begin defining the West Broadway Urban Village and are necessary to create a stimulus for future growth; and

WHEREAS, on October 22, 2015, the California Transportation Commission (CTC) announced that the City was eligible for approximately \$3.7 million in Active Transportation Program (ATP) grant funding for this project; and

WHEREAS, the City desires to prepare documentation necessary to acquire the ATP grant funds for this project; and

WHEREAS, Mark Thomas & Company (Mark Thomas) has been retained by the City to update the construction documents for the Regional Surface Transportation Program grant; and

WHEREAS, Mark Thomas submitted a complete proposal to provide professional services for the preparation of documents required by the Federal Highway Authority in order to release the ATP grant funds to the City; and

WHEREAS, the original not-to-exceed contract value to Mark Thomas of Seven Hundred Sixteen Thousand Two Hundred Fifty-One Dollars (\$716,251) was increased by Eighty-Thousand One Hundred Ninety-Seven Dollars (\$80,197) to a total not to exceed amount of Seven Hundred Ninety-Six Thousand Four Hundred Forty-Eight Dollars (\$796,448) by City Council Resolution No. 16-01; and

WHEREAS, the contract value to Mark Thomas would be increased by Ninety-Eight Six Hundred Eighty-Four Dollars (\$98,684) to a total not to exceed amount of Eight Hundred Ninety-Five Thousand One Hundred Thirty-Two Dollars (\$895,132) to incorporate additional professional services for the preparation of documents necessary for the ATP grant funds.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute a second amendment, attached hereto, to the agreement for consultant services with Mark Thomas & Company for an amount not-to-exceed Ninety-Eight Thousand Six Hundred Eighty-Four Dollars (\$98,684.00) to provide professional services for the preparation of updated construction documents for West Broadway Urban Village (WBUV) Infrastructure Improvements Project and appropriate TAMC grant funds to pay for the contracted work.

PASSED AND ADOPTED at a regular meeting of the City council of the City of Seaside, State of California, on the 4th day of August, 2016, by the following vote:

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

APPROVED:

ATTEST:

Ralph Rubio, Mayor
City of Seaside

Lesley Milton-Rerig, City Clerk

CONTRACT CHANGE ORDER #2
Agreement for Consultant Services
West Broadway Urban Village Infrastructure Improvements

Change Requested by: X City Contractor

Contract Date

August 20, 2015

Project Name

West Broadway Urban Village Infrastructure Improvements

To (Contractor): Mark Thomas & Company (Mark Thomas), 1960 Zanker Road, San Jose, CA 95112

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

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

MODIFY the following text in **Section 2, “Services.”**

| Consultant shall perform the tasks described and set forth in Exhibit A, [Exhibit A1 and Exhibit A2](#), attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A, [Exhibit A1, and Exhibit A2](#).

MODIFY the following text in **Section 21, “Contents of Request for Proposal and Proposal.”**

| Consultant is bound by the contents of City's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "E" [Exhibit “E1” and Exhibit “E2”](#) hereto.

Original Contract Amount	Previous CCO Total (Not including this CCO)	This CCO Total	Revised Contract Amount
\$716,251.00	\$80,197.00	\$98,684.00	\$895,132.00
Original Contract Time	Original Completion Date	CCO Days To Date (Including This CCO)	Revised Completion Date
30 months	December 31, 2017	N/A	N/A

CONTRACT CHANGE ORDER #2
Agreement for Consultant Services
West Broadway Urban Village Infrastructure Improvements

SUBMITTED BY:		
	Rick Riedl City Engineer	July 26, 2016
Signature	Title	Date
CITY APPROVAL BY:		
	Craig Malin City Manager	
Signature	Title	Date

CONTRACTOR ACCEPTANCE BY:		
	Richard Tanaka CFO	July 26, 2016
Signature	Name and Title	Date

EXHIBIT “A2”
SCOPE OF WORK
CONTRACT AMENDMENT NO. 2

City of Seaside

West Broadway Urban Village (WBUV) Infrastructure Improvements

PHASE 1 PROJECT

West Broadway Avenue (Roadway/Streetscape/Utilities) – Hillsdale St. to Calaveras St.
West Broadway Avenue (Bike Facilities) – Del Monte Boulevard to General Jim Moore
Del Monte Boulevard (Bike Facilities) – Del Monte Boulevard to Canyon Del Rey

**ENGINEERING SERVICES FOR CALIFORNIA TRANSPORTATION
COMMISSION (CTC) APPROVAL, RIGHT OF WAY CERTIFICATION AND
DESIGN REFINEMENT**

Introduction

The final design of the West Broadway Urban Village Infrastructure Project, which began early September 2015 has aggressively been moving forward these past eight months with the award of a \$ 3.6 Million Active Transportation Program (ATP) grant in late September 2015, NEPA (National Environmental Policy Act) approval by Caltrans, District 5 and BAR (Board of Architectural Review) approval of the proposed streetscape design in March 2016. Also, draft 100% PS&E package was completed in late April 2016 allowing the City staff to evaluate all the project components and enhanced landscape features that support eligible costs for this ATP Grant along with TAMC’s RSTP funds. Also, the Seaside County Sanitary District (SCSD) has had the opportunity to review and evaluate sanitary sewer plan/profile options for improving capacity within the project limits.

The biggest challenge for this federally funded project has been other unforeseen Caltrans Local Assistance Procedure (LAPM) documentation and the Right of Way Certification approval required for the Caltrans approval of City’s ATP grant allocation package. This package, which includes all the required Caltrans LAPM documentation, NEPA/CEQA documentation, Final PS&E checklist and Right of Way Certification is required is to be submitted to Caltrans’ District Local Assistance Engineer (DLAE) staff about two (2) months prior to any monthly scheduled CTC meeting within California. The project schedule had always identified CTC approval of this ATP grant allocation package at the August 17th-18th CTC meeting in San Diego requiring a complete ATP grant allocation package submittal to Caltrans DLAE on June 20, 2016.

This past month, the City, Caltrans and the consultant team has been working together to complete all the Caltrans’ LAPM documentation. Even though some of the documents have been initially reviewed by Caltrans, a completed and approved allocation package did not meet the June 20th deadline. Through a series of conference call with Caltrans and consultant team, it was determined that an approved ATP grant allocation package was achievable at the October 19th -20th CTC meeting in the Bay Area with the allocation package due to Caltrans by August 22, 2016 .

The main reason for this delay has been the Right of Way Certification approval, which is required to be approved by both the City and Caltrans. The intent of the Right of Way Certification document is to ensure the project has secured all rights of way and utility agreements to move forward the project into

the Construction Phase. The appraisal and acquisition of access control take (driveway closure) and TCE (Temporary Construction Easement) for the one property owner (580 West Broadway) impacted by the West Broadway sidewalk improvements has taken longer than anticipated. The City and the appraisal team have working diligently with the property owner and have responded and addressed all their project issues yet been sensitive of timeframe for owner's acceptance of this project impact. Around late May 2016 the owner has requested for a separate and independent appraisal which added another month or so to this right of way process. Fortunately, the property owner has recently agreed to accept the City's offer. City Attorney and appraiser are working with the owner on the execution of this Purchase Agreement, which is scheduled for City Council action at August 4th CC.

City staff has been working directly with Caltrans functional units (Local Assistance, Environmental, Right of Way, etc.) on the various forms and reports required. Through this coordination, Caltrans outlined additional Local Assistance documents needed for CTC approval for this federally funded project. These additional documents include the following:

- Public Interest Finding (PIF) forms for electrical and landscape bid items that identify the use proprietary materials or manufactures. Some of these items were approved by BAR or are standard equipment used and maintained by Public Works agencies
- Engineers Estimate summary for the construction phase detailing and identifying eligible costs for each funding source specifically how the federal ATP funds are expended.

These additional documents will be part of the ATP allocation package for the October CTC meeting, which City staff will submit to Caltrans DLAE staff before this August 22, 2016 deadline.

During the preparation of the draft 100% PS&E, the City and the consultant team were able to identify design refinements to the civil, electrical and landscape plans. These refinements include replacement of an existing 6-inch VCP with a 15-inch PVC sanitary sewer line at Alhambra Street, modifying the Del Monte/West Broadway traffic signal to accommodate the new Class II bike lanes, and upgrading the irrigation controller along West Broadway. Also, Mark Thomas will assist the City in acquiring a water permit which requires us to assess the "Intensification of Use" as identified by Monterey Peninsula Water Management District (MPWMD).

On August 20, 2015, the City of Seaside awarded an Agreement for Consultant Services contract to Mark Thomas and Company, Inc. (MTCO) for preparation of the Final PS&E package. This Contract Amendment No. 2 is for additional professional services not identified in this original contract and Contract Amendment No. 1.

APPLICABLE MANUALS

All federal funded projects follow the procedures outlined in the following Caltrans documents:

- Caltrans Local Assistance Procedures Manual (LAPM)
- Caltrans Right of Way Manual

SCOPE OF WORK

Task 1 –Project Management

1.1 Additional Project Management and CPM Schedule Updates

Mark Thomas & Company, Inc. (MTCO) will be responsible for the project management including direct coordination with internal staff, oversight of the consultant team, tracking of project deliverables and updating the CPM (Critical Path Method) project schedule. The CPM updates are important timeline tool for identify critical tasks and to ensure submittals deadlines are met specifically for the upcoming October CTC meeting. MTCO will manage monthly billings, budget and contract and will prepare monthly status reports for invoices.

1.2 Additional Conference Calls and Meetings

MTCO team will coordinate and collaborate with the City to finalize all the Caltrans LAPM documentation such as the right of way certification, utility agreements and other reports along with the Final PS&E package. This effort includes 2-3 weekly conference calls, phone calls, emails and project focused meetings with City staff including attorney, appraiser, Caltrans, design team and utilities. This communication effort with be critical for the next few months until October CTC meeting.

Task 2 –CTC Approval Documents

2.1 Prepare Public Interest Findings (PIF)

MTCO team will prepare PIF for electrical and landscape project components because of the use of proprietary items for federally funded projects. PIF's will be required for the "Central Park" street lights, the software for the traffic signals and irrigation equipment. MTCO team will need to research and document justification for use of these proprietary items such as there are no other comparable items available. City staff has already consulted with Caltrans staff about these required PIF's and have received their concurrence.

2.2 Engineers Estimate Funding Summary

MTCO team will prepare an Engineers Estimate Funding Summary for the Construction Phase detailing and identifying eligible costs for bid item. This summary will identified the percentage each funding source (ATP Grant, TAMC's RSTP grant and SCSD funds) contribution and distribution. The Engineer's Estimate Funding Summary will be used to show Caltrans the City's local match as required for federal funds. This summary is a tool for the City to evaluate maximum use of the ATP and RSTP grants funds. The summary also budgets the entire Construction Phase including Construction Costs, Construction Management and Engineering, Construction Staking and Right of Way costs.

2.3 Submittal Log and Bid Book

MTCO team will prepare a Submittal Log for the contract items, which will be used by City staff to track with approval of submittals. Sarro Associates, Inc. (SAI) will also prepare a Bid Book as part of the Final PS&E package and will be available for potential bidders. Information in these documents will be used in the City's Quality Assurance Plan per LAPM required for the ATP Grant.

Task 3 – Right of Way Certification

3.1 Utility Agreements

MTCO team prepared a detailed Utility Impact Summary, which identified all the impacted utilities along West Broadway and Fremont Street. All Notice to Owners (NTO) have been submitted, received and acknowledged by utility companies (PG&E, CAW, AT&T, Comcast and SCSD). Utility Agreements and other utility documents will need to be finalized as part of the Right of Way Certification.

Task 4 – Civil and Electrical Design Refinement

4.1 Revise Sanitary Sewer Design at Alhambra Street

With the verification of the existing utilities by potholing along Alhambra Street and the alleyway, MTCO team will be able to revise the design of the sanitary sewer system by replacing the existing 6-inch VCP with a 15-inch PVC in lieu of abandoning the 6-inch VCP in place and constructing a parallel 15-inch PVC sanitary sewer system. Also, the existing 6-inch VCP connection to the existing sanitary sewer brick manhole just south of the alley will be now be replaced with 15-inch PVC. MTCO will update the Plan, Profile and Details.

4.2 Modify Del Monte/West Broadway Traffic Signal

MTCO team will need to modify the existing Del Monte/West Broadway traffic signal to accommodate the new street sections with the new Class II bike lanes. This work includes modifying the angle of the signal heads and the reconstructing the inductor loops. Hatch Mott MacDonald (HMM) will prepare the Traffic Signal Plans for this traffic signal modification.

4.3 New PG&E Service Connection

MTCO team will work with PG&E on the new service connections for the traffic signal at West Broadway/Alhambra Street and for the new street lights along West Broadway. Evaluation of how the existing street lights are serviced will be required to determine if the existing lights can be served by this new connection. A field visit with PG&E will be scheduled to inventory all the existing service equipment.

Task 5 – Landscape Design Refinement

5.1 Board of Architectural Review (BAR)

The BAR had approved the WBUV Project Plans dated March 2013 from Del Monte Boulevard to Fremont Street, which proposed two types of palm trees, Washingtonian and Medjool Date. This

project was estimated at about \$12 Million. While reviewing the project components with eligible costs with the ATP funds, Caltrans DLAE informed that City that palm trees would not qualify for reimbursement if trees did not provide shade for pedestrians. City staff recalled at a past BAR meetings, one of the BAR members suggested the use New Zealand Christmas Trees for this project. This tree does provide shade and staff confirmed with Caltrans that this tree would be eligible for ATP grant reimbursement.

MTCO design team prepared new streetscape exhibits and presented to the BAR in early March 2015. City staff informed BAR on the proposed WBUV project improvements including the use of New Zealand Christmas Tree and the modified project improvement limits for their concurrence and approval. MTCO proceeded with revising the Landscape Plans with the New Zealand Christmas trees.

5.2 Irrigation Controller Upgrades

MTCO team will work with City staff for identifying proper hardware, software and equipment required for the new central control irrigation controller for all the proposed trees, plants and shrubs along West Broadway. Will also need to coordinate with Public Works staff that will be responsible for the maintenance of the irrigation system after the Contractor is released from the Plant Establishment Period (PEP).

5.3 Calculations for Water Permit

Mark Thomas will assist the City in acquiring a water permit which requires us to assess the “Intensification of Use” as identified by Monterey Peninsula Water Management District (MPWMD). This intensification of use is required by Cal-AM as they petitioned the California Public Utilities Commission (CPUC) “to authorize Cal-AM to reuse to connect new customers in its Monterey District Main System, and to institute a moratorium on new or expanded [intensified] water service connections (except for certain specified situations). Thus, an applicant may not be able to access Cal-Am water even if he or she has a valid District Water Permit.” This requires significant calculations on existing and proposed water use to allow the project to fall into their stated “certain specified situations” category.

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EXHIBIT "E2"

CITY OF SEASIDE

West Broadway Urban Infrastructure (WBUV) Improvements

PHASE 1A PROJECT - WBUV Phase 1A (Roadway, Streetscape, Bike Facilities and Utilities)

CONTRACT AMENDMENT #2 -CTC APPROVAL, RIGHT OF WAY CERTIFICATION AND DEIGN REFINEMENT

Proposal Costs Sheet and Rate

MARK THOMAS & COMPANY, INC.

Revised July 13, 2016

	PIC/PM	Eng Mgr III	Landscape Architect II	Landscape Architect I	Engineer V	Engineer IV	Engineer III	Project Coord II	Total Hours	Labor Cost	MTCo Reimburs ables	MTCo Total	Mott- McDonald (Electrical Design)	Sarro Associates Inc. (Boiler Plate/Specs)	TOTAL COST
	325	252	189	164	142	132	118	98							
TASK 1															
1.1	2	24						6	32	7,286		7,286			7,286
1.2		24		20		20			64	11,968		11,968	2,000	2,000	15,968
Subtotal Task 1	2	48	0	20	0	20	0	6	96	19,254	0	19,254	2,000	2,000	23,254
TASK 2															
2.1		8	2	24	8				42	7,466		7,466	3,500		10,966
2.2		16		16	24	16			72	12,176		12,176	1,000		13,176
2.3		6		8					14	2,824		2,824		3,500	6,324
Subtotal Task 2	0	30	2	48	32	16	0	0	128	22,466	0	22,466	4,500	3,500	30,466
TASK 3															
3.1		24				16			40	8,160		8,160			8,160
Subtotal Task 3	0	24	0	0	0	16	0	0	40	8,160	0	8,160	0	0	8,160
TASK 4															
4.1		8			8	24	24		64	9,152		9,152			9,152
4.2		2			8	12	8		30	4,168		4,168	7,000		11,168
4.3						12			12	1,584		1,584	2,000		3,584
Subtotal Task 4	0	10	0	0	16	48	32	0	106	14,904	0	14,904	9,000	0	23,904
TASK 5															
5.1		8		16					24	4,640		4,640			4,640
5.2			2	16			4		22	3,474		3,474			3,474
5.3			2	24			4		30	4,786		4,786			4,786
Subtotal Task 5	0	8	4	56	0	0	8	0	76	12,900	0	12,900	0	0	12,900
TOTAL MTCO HOURS	2	120	6	124	48	100	40	6	446						
TOTAL COSTS	650	30,240	1,134	20,336	6,816	13,200	4,720	588		77,684	0	77,684	15,500	5,500	98,684



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: August 4, 2016

**SUBJECT: APPROVAL OF PURCHASE AND SALE AGREEMENT FOR
VEHICULAR ACCESS AND VEHICULAR ABUTTER'S RIGHTS AND
TEMPORARY CONSTRUCTION EASEMENT FROM 580
BROADWAY AVENUE, SEASIDE, IN CONNECTION WITH THE
WEST BROADWAY URBAN VILLAGE INFRASTRUCTURE
IMPROVEMENTS PROJECT**

PURPOSE

Consider adopting a Resolution approving that certain Purchase and Sale Agreement and Joint Escrow Instructions between the City of Seaside and Mary Alice Cerrito and Roger L. Brown and Gloria Brown, Trustees, in connection with the West Broadway Urban Village Infrastructure Improvements Project and consider approving funding for the purchase of the vehicular access and vehicular abutter's rights and a temporary construction easement that are the subject of said Agreement.

RECOMMENDATION

It is recommended that the City Council adopt a Resolution:

1. Approving certain Purchase and Sale Agreement and Joint Escrow Instructions between the City of Seaside and Mary Alice Cerrito and Roger L. Brown and Gloria Brown, Trustees, in connection with the West Broadway Urban Village Infrastructure Improvements Project.
2. Authorizing the Finance Director to appropriate TAMC grant funds for the sum of \$7,400, plus necessary escrow-related costs for deposit with Escrow Holder First American Title Insurance Company to complete the transaction contemplated in said Agreement. Escrow fees and related costs are not estimated to exceed \$5,000.
3. Authorizing the City Manager to approve and execute any necessary documents including the certificate of acceptance for the Deed for Transfer of Access Control Rights attached as Exhibit "D" to the Purchase and Sale Agreement, the form of Temporary Construction Easement Agreement attached as Exhibit "E" to the Purchase

and Sale Agreement, escrow instructions and documents necessary to complete the transactions contemplated by the Purchase and Sale Agreement, including without limitation, all escrow instructions and necessary escrow documents.

BACKGROUND

The City seeks to construct the West Broadway Urban Village Infrastructure Improvements Project (Project). The Project will construct certain infrastructure improvements consistent with the West Broadway Urban Village Specific Plan. Specifically, the Project will construct streetscape, utility, roadway, and intersection improvements along Broadway Avenue from Fremont and Del Monte Boulevards. The Project will develop pedestrian and bicycle amenities along Broadway Avenue between Fremont and Del Monte Boulevards and upgrade public utilities within the public right of way.

The construction of the Project will require the acquisition of the vehicular abutter's rights and vehicular access rights from the real property commonly known as 580 Broadway Avenue, City of Seaside, and identified as Monterey County Tax Assessor's Parcel Number 011-303-008 (larger parcel) in connection with the Project. The City also seeks to acquire an approximate 90 square foot temporary construction easement with a term of 18 months on the larger parcel to facilitate the construction of the Project.

The larger parcel is located on the southwest corner of Broadway Avenue and Hillsdale Street. The record owners of the larger parcel are Mary Alice Cerrito, as to an Undivided 50% Interest and Roger L. Brown and Gloria Brown, or their Successors as Trustees of the Roger and Gloria Brown Family Trust under Declaration of Trust Dated August 31, 2006 as to an Undivided 50% Interest.

The City's proposed acquisition of the subject vehicular abutter's rights and vehicular access rights will eliminate the driveway on the Broadway Avenue side of the larger parcel and vehicular ingress/egress rights to Broadway Avenue. The subject vehicular abutter's rights and vehicular access rights are described more particularly on Exhibit "A" labeled "Legal Description Access Control" and depicted on Exhibit B labeled "Access Control" to the Purchase and Sale Agreement. The approximate 90 square foot temporary construction easement is described on Exhibit "A1" labeled "Legal Description Temporary Construction Easement" and depicted on Exhibit B1 labeled "Temporary Construction Easement" to the Purchase and Sale Agreement. The vehicular abutter's rights and vehicular access rights and the approximate 90 square foot temporary construction easement with a term of 18 months are referred to below collectively as the "Subject Property Interests".

Pursuant to Government Code section 7260 et seq., on May 5 2016, the City Council set just compensation for the Subject Property Interests at the fair market value as determined by the City's independent appraiser based on a March 29, 2016 date of value. The City Council authorized City staff, the City's acquisition consultant and the City's special acquisition counsel to make a written offer and negotiate the acquisition of the Subject Property Interests for the construction of the Project.

In May 2016, the City extended a written offer dated May 11, 2016 to purchase the Subject Property Interests at the fair market value established by the City's independent appraiser. The City's consultant for the Project retained Lillian Jewell of Hamner, Jewell & Associates, on behalf of the City, to assist the City with negotiations for the City's acquisition of the Subject Property Interests. The parties negotiated the City's acquisition of the Subject Property Interests in good faith and have reached an agreement, subject to approval by the City Council.

Purchase and Sale Agreement

Pursuant to the Purchase and Sale Agreement, the Total Compensation for the Subject Property Interests is \$7,400. The \$7,400 total compensation is an all-inclusive settlement and is the full and complete consideration and payment of just compensation for the fair market value of the Subject Property Interests, and includes, but is not limited to, just compensation for the vehicular access control and vehicular abutter rights of the larger parcel along Broadway Avenue, the use and possession of the temporary construction easement by the City and its agents and/or contractors for the 18-month term in connection with the Project, cost to cure damages, severance damages, inverse condemnation, precondemnation damages, loss of rents, loss of profits, attorney's fees, interest, appraisal costs, any other damages of every kind and nature suffered by the Sellers by reason of the City's acquisition of the Subject Property Interests, the City's proposed construction of a planter in the right of way along the Broadway Avenue frontage of the larger parcel, and the Project for which the City is acquiring the Subject Property Interests, and all costs and expenses whatever in connection therewith.

The parties have agreed that the term of the approximate 90 square foot temporary construction easement will commence 30 calendar days after the date the City provides written notice to the owners notifying the owners of the City's intent to commence the construction of the Project.

The temporary terminates or expires on the earlier of (i) 18 months from the commencement date or (ii) the date on which the City records a notice of termination of the temporary construction easement in the Official Records of the County of Monterey.

Under the Purchase and Sale Agreement, the City agrees to replace, as part of the Project, with material of like kind and quality any improvements and/or landscaping located in the area of the 90 square foot temporary construction easement that are damaged in connection with the City's use of the temporary construction easement for the proposed project. The record owners have agreed to provide the City with a written consent from the lessees of the larger parcel, confirming the lessees' consent to the City's acquisition of the Subject Property Interests and disclaiming any interest in or to the just compensation for the City's acquisition of said property interests.

Pursuant to the criteria of Section 15162 of the CEQA Guidelines and Section 21166 of the Public Resources Code, City staff concluded that no substantial changes have occurred in the Project, no substantial changes have occurred in the circumstances under which the project is undertaken, and that the City has obtained no new information of substantial importance that would require further environmental analysis, including the fact that no mitigation measures previously found not to be feasible would in fact be feasible. These environmental findings are the appropriate findings with respect to the proposed acquisitions of the Subject Property

Interests.

Next Steps

If the City Council approves the total just compensation pursuant to the Purchase and Sale Agreement, the City will open escrow with First American Title Insurance Company. The City will forward a copy of the fully-executed Purchase and Sale Agreement to the escrow officer at First American.

The City will deposit with escrow the total compensation of \$7,400 and escrow-related costs as set forth in the Purchase and Sale Agreement. The City and the record owners will be required to execute necessary escrow instructions. As set forth in the recommendation section, City staff recommends that the City Council authorize the City Manager to approve and execute any necessary documents including the certificate of acceptance for the Deed for Transfer of Access Control Rights attached as Exhibit “D” to the Purchase and Sale Agreement, the form of Temporary Construction Easement Agreement attached as Exhibit “E” to the Purchase and Sale Agreement, escrow instructions and documents necessary to complete the transactions contemplated by the Purchase and Sale Agreement, including without limitation, all escrow instructions and necessary escrow documents.

ENVIRONMENTAL COMPLIANCE

The environmental effects of the acquisition of the Subject Property Interests were studied as an integral part of the West Broadway Urban Village Infrastructure Improvements Project. The City Council of the City of Seaside adopted Resolution 12-17, approving an addendum to the Final Environmental Impact Report to the West Broadway Urban Village Specific Plan Project (FEIR) for the Project. Per Section 15300.2 of the California Environmental Quality Act (CEQA) Guidelines, it was determined that the Project is not located on a hazardous waste site, would not result in a significant impact due to unusual circumstances, damage scenic resources, affect a historic resource, or result in a cumulative impact. For these reasons the Project is exempt from the provisions of CEQA and a CEQA Notice of Exemption was issued on March 7, 2016.

Additionally, a study was performed by the State of California Department of Transportation District 5 (Caltrans) for compliance with the National Environmental Quality Act (NEPA).

Caltrans determined that the Project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). For these reasons, the Project is categorically excluded from the requirements to prepare an environmental assessment or environmental impact statement under NEPA and a Categorical Exclusion was issued on March 2, 2016.

FISCAL IMPACT

If the City Council approves the Purchase and Sale Agreement, the total just compensation for

the purchase of the Subject Property Interests is \$7,400 plus escrow-related costs, which are estimated not to exceed \$5,000. These funds will be charged to the RSTP Grant.

ATTACHMENTS

1. Resolution
 2. Purchase & Sale 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

APPROVING CERTAIN PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY OF SEASIDE AND MARY ALICE CERRITO AND ROGER L. BROWN AND GLORIA BROWN, TRUSTEES IN CONNECTION WITH THE WEST BROADWAY URBAN VILLAGE INFRASTRUCTURE IMPROVEMENTS PROJECT

WHEREAS, the West Broadway Urban Village Infrastructure Improvements Project (“Project”) will construct certain infrastructure improvements consistent with the West Broadway Urban Village Specific Plan, which was approved on January 21, 2010. Specifically, the Project will construct streetscape, utility, roadway, and intersection improvements along Broadway Avenue and Del Monte Boulevard from about Canyon Del Rey Boulevard to Broadway Avenue. The Project will develop pedestrian and bicycle amenities along Broadway Avenue between Fremont and Del Monte Boulevards and upgrade public utilities within the public right of way; and

WHEREAS, the construction of the Project will require the acquisition of the vehicular abutter’s rights and vehicular access rights (“access control rights”) from the real property commonly known as 580 Broadway Avenue, City of Seaside, and identified as Monterey County Tax Assessor’s Parcel Number 011-303-008 (“larger parcel”), which is located on the southwest corner of Broadway Avenue and Hillsdale Street. The larger parcel is owned by Mary Alice Cerrito, as to an Undivided 50% Interest and Roger L. Brown and Gloria Brown, or their Successors as Trustees of the Roger and Gloria Brown Family Trust Under Declaration of Trust Dated August 31, 2006 as to an Undivided 50% Interest (collectively “Record Owners”). The City’s acquisition of the subject vehicular abutter’s rights and vehicular access rights will eliminate the driveway on the Broadway Avenue side of the larger parcel and vehicular ingress/egress rights to Broadway Avenue. The vehicular abutter’s rights and vehicular access rights are described more particularly on Exhibits “A” and “B” to the Purchase and Sale Agreement; and

WHEREAS, the City’s construction of the Project will also require the acquisition of an approximate 90 square foot temporary construction easement with a term of 18 months (“temporary construction easement”) on the larger parcel to facilitate the construction of the Project. The approximate 90 square foot temporary construction easement is described more particularly on Exhibits “A1” and “B1” to the Purchase and Sale Agreement; and

WHEREAS, pursuant to Government Code section 7260 *et seq.*, on May 5, 2016, the City Council set just compensation for the access control rights and the temporary construction easement at the fair market value as determined by the City’s independent appraiser based on a March 29, 2016 date of value; and

WHEREAS, the City extended a written offer to the Record Owners dated May 11, 2016 to purchase the access control rights and the temporary construction easement at the fair market value established by the City’s independent appraiser. The parties negotiated the City’s acquisition of the access control rights and temporary construction easement in good faith and have reached an agreement, subject to approval by the City Council; and

WHEREAS, pursuant to the Purchase and Sale Agreement, the total compensation of \$7,400.00 for the access control rights and temporary construction easement is an all-inclusive settlement and is the full and complete consideration and payment of just compensation for the fair market value of the access control rights and temporary construction easement, and includes, but is not limited to, just compensation for the vehicular access control and vehicular abutter rights of the larger parcel along Broadway Avenue, the use and possession of the temporary construction easement by the City and its agents and/or contractors for the 18-month term in connection with the Project, cost to cure damages, severance damages, inverse condemnation, precondemnation damages, loss of rents, loss of profits, attorney's fees, interest, appraisal costs, any other damages of every kind and nature suffered by the Record Owners by reason of the City's acquisition of the access control rights and temporary construction easement, the City's proposed construction of a planter in the right of way along the Broadway Avenue frontage of the larger parcel, and the Project for which the City is acquiring the access control rights and temporary construction easement, and all costs and expenses whatever in connection therewith; and

WHEREAS, the City Council of the City of Seaside adopted Resolution 12-17, approving an addendum to the Final Environmental Impact Report to the West Broadway Urban Village Specific Plan Project ("FEIR") for the Project. Pursuant to Section 15300.2 of the California Environmental Quality Act ("CEQA") Guidelines, it was determined that the Project is not located on a hazardous waste site, would not result in a significant impact due to unusual circumstances, damage scenic resources, affect a historic resource, or result in a cumulative impact. For these reasons the Project is exempt from the provisions of CEQA and a CEQA Notice of Exemption was issued on March 7, 2016. Additionally, a study was performed by the State of California Department of Transportation District 5 (Caltrans) for compliance with the National Environmental Quality Act ("NEPA"). Caltrans determined that the Project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). For these reasons, the Project is categorically excluded from the requirements to prepare an environmental assessment or environmental impact statement under NEPA and a Categorical Exclusion was issued on March 2, 2016.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council of the City of Seaside does hereby approve the Purchase and Sale Agreement between the City of Seaside and the Record Owners, with such changes in the Purchase and Sale Agreement as may be mutually agreed upon by the City Manager and the Record Owners, as are in substantial conformance with the form of the Purchase and Sale Agreement on file in the Office of the City Clerk for an amount not-to-exceed \$7,400.00 (Seven Thousand Four Hundred Dollars). The Mayor is hereby authorized to execute the Agreement on behalf of the City. A copy of the final Agreement when executed by the Mayor shall be placed on file in the Office of the City Clerk. This approval of the Agreement is not an announcement of the City's intent to acquire any other real property interests for the Project and does not commit the City to acquire any other real property interests for the Project.

2. The City Council of the City of Seaside does hereby authorize the City Manager, on behalf of the City, to take all actions necessary and convenient to carry out and implement the Purchase and Sale Agreement, and to administer the City's obligations, responsibilities and duties to be performed under the Purchase and Sale Agreement, including but not limited to, approval and execution on behalf of the City of the certificate of acceptance for the Deed for Transfer of Access Control Rights, the form of which is attached as Exhibit "D" to the Purchase and Sale Agreement, the form of Temporary Construction Easement Agreement attached as

Exhibit “E” to the Purchase and Sale Agreement, escrow instructions and documents necessary to complete the transactions contemplated by the Purchase and Sale Agreement, including without limitation, all escrow instructions and necessary escrow documents, and any documents necessary and convenient to implement the Purchase and Sale Agreement and to effectuate the transfer of the access control rights and temporary construction easement.

3. The City Council of the City of Seaside does hereby authorize the finance director to appropriate TAMC grant funds for the sum of \$7,400 plus necessary escrow-related costs for the West Broadway Urban Village (WBUV) Infrastructure Improvements Project and to issue a warrant for said amount and any necessary escrow-related costs.

4. The environmental effects of the acquisition of the access control rights and temporary construction easement were studied as an integral part of the environmental studies in connection with the West Broadway Urban Village Infrastructure Improvements Project. These studies include the addendum to the Environmental Impact Report for the West Broadway Urban Village Specific Plan (addendum to the FEIR), the FEIR, the CEQA Notice of Exemption, and the Categorical Exclusion under NEPA. The findings made by the City Council at its meetings approving the addendum to FEIR and the FEIR are the appropriate findings for the acquisition of the access control rights and temporary construction easement. In connection with the attached Agreement, city staff reviewed all of the environmental documentation prepared in connection with the Project, including the above documents. Pursuant to the criteria of Section 15162 of the CEQA Guidelines and Section 21166 of the Public Resources Code, city staff concluded that no substantial changes have occurred in the Project, no substantial changes have occurred in the circumstances under which the Project is undertaken, and that the City has obtained no new information of substantial importance that would require further environmental analysis. These environmental findings are the appropriate findings with respect to the proposed acquisition of the access control rights and temporary construction easement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 4th day of August, 2016, by the following vote:

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

APPROVED:

ATTEST:

Ralph Rubio, Mayor

Lesley Milton-Rerig, City Clerk

**PURCHASE AND SALE AGREEMENT AND JOINT
ESCROW INSTRUCTIONS BETWEEN THE CITY OF
SEASIDE AND MARY ALICE CERRITO AND ROGER L.
BROWN AND GLORIA BROWN, TRUSTEES IN
CONNECTION WITH THE WEST BROADWAY URBAN
VILLAGE INFRASTRUCTURE IMPROVEMENTS**

This Purchase and Sale Agreement and Joint Escrow Instructions between the City of Seaside, a municipal corporation ("City" or "Buyer") and Mary Alice Cerrito, as to an Undivided 50% Interest and Roger L. Brown and Gloria Brown, or their Successors As Trustees of the Roger and Gloria Brown Family Trust Under Declaration of Trust Dated August 31, 2006 as to an Undivided 50% Interest (collectively "Sellers") is entered into as of the date this Agreement is approved by the City and signed by all Parties ("Effective Date") and constitutes an agreement to purchase and sell certain real property interests between the Parties and the Parties' joint escrow instructions directed to First American Title Insurance Company ("Escrow Holder"). Buyer and Sellers are referred to collectively herein as the "Parties".

RECITALS

1. Sellers are the record fee owners of the real property commonly known as 580 Broadway Avenue, Seaside, California, and identified as Monterey County Assessor's Parcel Number 011-303-008 ("larger parcel"). The larger parcel is approximately 8,000 square feet in size and is located on the southwest corner of Broadway Avenue and Hillsdale Street. The larger parcel is improved with an approximate 3,795 square foot multi-tenant single-story wood frame commercial retail building constructed in 1955 and with an on-site parking lot that can accommodate up to eight vehicles.

2. The City extended to Sellers a written offer dated May 11, 2016 pursuant to Government Code section 7267.2 to purchase (i) vehicular abutter's rights and vehicular access rights of the larger parcel along Broadway Avenue and (ii) an approximate 90 square foot temporary construction easement with a term of 18 months on the larger parcel for a public use in connection with the West Broadway Urban Village Infrastructure Improvements ("proposed Project"). The proposed Project will construct certain infrastructure improvements consistent with the West Broadway Urban Village Specific Plan. Specifically, the proposed Project will construct streetscape, utility, roadway, and intersection improvements along Broadway Avenue from Fremont and Del Monte Boulevards. The proposed Project will develop pedestrian and bicycle amenities along Broadway Avenue between Fremont and Del Monte Boulevards and upgrade public utilities within the public right of way. The construction of the proposed Project will require the acquisition of the subject vehicular abutter's rights and vehicular access rights from the larger parcel and the approximate 90 square foot temporary construction easement with a term of 18 months to facilitate the construction of the proposed Project. The City's proposed acquisition of the subject vehicular abutter's rights and vehicular access rights will eliminate the driveway on the Broadway Avenue side of the larger parcel and vehicular ingress/egress rights to Broadway Avenue. Pedestrian access rights of the larger parcel along Broadway Avenue are not impacted.

3. The vehicular abutter's rights and vehicular access rights of the larger parcel along Broadway Avenue that the City seeks to acquire for the proposed Project are described more particularly on Exhibit "A" labeled "Legal Description Access Control" and depicted on Exhibit "B" labeled "Access Control", which are attached hereto and incorporated herein by this reference. The subject vehicular abutter's rights and vehicular access rights of the larger parcel along Broadway Avenue are referred to below as "Access Control Rights".

4. The approximate 90 square foot temporary construction easement with a term of 18 months ("Temporary Construction Easement") that the City seeks to acquire to facilitate the construction of the proposed Project is described more particularly on Exhibit "A-1" labeled "Legal Description Temporary Construction Easement" and depicted on Exhibit "B-1" labeled "Temporary Construction Easement", which are attached hereto and incorporated herein by this reference.

5. The parties negotiated the City's purchase of the Access Control Rights and the Temporary Construction Easement and have reached a tentative agreement regarding the terms of the City's purchase of said real property interests, subject to approval by the City Council.

6. The Parties acknowledge that the City is authorized to acquire real property by eminent domain for a public use, including public street, channel and drainage purposes and all uses necessary or convenient thereto, pursuant to the authority conferred upon the City of Seaside by California Constitution Article 1, section 19, California Government Code sections 37350, 37350.5, 37351, 40401 and 40404 and California Code of Civil Procedure section 1230.010 *et seq.* (Eminent Domain Law). The proposed Project is a public use for which the City has the authority to exercise the power of eminent domain. The City Council of the City of Seaside, as the City's governing body, has sole discretion to make the findings required by Code of Civil Procedure section 1240.030 for the adoption of a resolution of necessity pursuant to the Eminent Domain Law. (Code of Civil Procedure section 1245.220). If Sellers and the City had not reached an agreement for the City's purchase of the Access Control Rights and the Temporary Construction Easement, City staff would have recommended that the City Council consider the adoption of a resolution of necessity authorizing the initiation of eminent domain proceedings to acquire the Access Control Rights and Temporary Construction Easement in accordance with the Eminent Domain Law. The City Council, however, has the exclusive and sole discretion to adopt a resolution of necessity. The adoption of any such resolution of necessity would require the City's compliance with applicable law, including Government Code section 7260 *et seq.* and the Eminent Domain Law. This Agreement is not a commitment or announcement of intent to acquire any real property interests that the City may need for the proposed Project. Sellers are solely responsible for consulting their tax advisors or seeking a letter ruling from the Internal Revenue Service regarding the applicability of 26 U.S.C. section 1033 to Sellers' sale of the Access Control Rights and Temporary Construction Easement to the City. The City makes no express or implied representation regarding the applicability of 26 U.S.C. section 1033 to this transaction.

7. Sellers desire to sell, and Buyer desires to buy, the Access Control Rights and the approximate 90 square foot Temporary Construction Easement with a term of 18 months, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Sellers agree to the following:

1. **Purchase and Sale Agreement.**

1.1 On the Close of Escrow (as defined in Section 4.2 below), Sellers agree to sell to the City the (i) Access Control Rights described above in Section C of the Recitals and described more particularly in Exhibits "A" and "B" to this Agreement and (ii) the approximate 90 square foot Temporary Construction Easement described above in Section D of the Recitals and described more particularly in Exhibits "A-1" and "B-1" to this Agreement.

2. **Purchase Price.**

2.1 The total purchase price, payable in cash on the Close of Escrow, shall be the sum of \$7,400.00 (Seven Thousand Four Hundred Dollars) for the fair market value of the Access Control Rights and Temporary Construction Easement, and any improvements located in the Access Control Rights and Temporary Construction Easement area, including, but not limited to, cost to cure damages, severance damages, and any and all damages in connection with the City's acquisition of the Access Control Rights and use of the Temporary Construction Easement in connection with the proposed Project. No attempt has been made to assign value to the lesser interest in the Access Control Rights and the Temporary Construction Easement area. Thus, the Purchase Price is the total price that the City shall pay for the Access Control Rights and Temporary Construction Easement area without distinction or separation for various interests that may be held in the Access Control Rights and Temporary Construction Easement area. Sellers are responsible for any apportionment or allocation of the Purchase Price if required for any separately held interests that may exist.

3. **Term of Temporary Construction Easement and Obligation of Parties Regarding Temporary Construction Easement.**

3.1 *Term.* The term of the approximate 90 square foot Temporary Construction Easement will commence 30 calendar days after the date the City provides written notice to Sellers notifying Sellers of the City's intent to commence the construction of the proposed Project ("commencement date"). The term of the approximate 90 square foot Temporary Construction Easement terminates or expires on the earlier of (i) 18 months from the commencement date or (ii) the date on which the City records a notice of termination of the Temporary Construction Easement in the Official Records of the County of Monterey. Any modifications regarding the term or use of the Temporary Construction Easement shall be in writing executed by the Parties.

3.2 *Obligations of City.* The City will replace, as part of the proposed Project, with material of like kind and quality any improvements and/or landscaping located in the area of the 90 square foot Temporary Construction Easement that are damaged in connection with the City's use of the Temporary Construction Easement for the proposed Project.

3.3 *Obligation of Sellers to Provide Written Consents from Lessees/Tenants.* Sellers agree that they will provide to Buyer, within 15 calendar days of the Effective Date, written consent from the lessees/tenants of the larger parcel, consenting to the City's acquisition of the Access Control Rights and Temporary Construction Easement and disclaiming any interest in or to the just compensation for the City's acquisition of the Access Control Rights and Temporary Construction Easement. The form of the Lessee/Tenant Consent is attached as Exhibit "C" hereto and is incorporated herein by this reference.

4. **Opening and Close of Escrow.**

4.1 Within five business days after the Effective Date, the City will deliver a copy of the fully-executed Agreement to Escrow Holder. For purposes of this Agreement, Opening of Escrow means the date on which Escrow Holder receives a copy of this fully-executed Agreement. The Parties can execute the Agreement in counterparts as set forth in Section 21.7 below.

4.2 The Close of Escrow will occur after the performance of all duties and obligations under this escrow that are required to take place prior to Close of Escrow. The Close of Escrow will be on the date that is not later than the first business day occurring 60 days after the Opening of Escrow. Before the Close of Escrow, all risk of loss and damage to the Access Control Rights from any source whatsoever will be solely that of Sellers. Before the commencement date of the Temporary Construction Easement, as defined in Section 3.1 above, all risk of loss and damage to the Temporary Construction Easement from any source whatsoever will be solely that of Sellers.

5. **Title and Title Insurance.**

5.1 *Policy of Title Insurance.* Upon the Opening of Escrow, Escrow Holder will obtain and issue a title commitment for the Access Control Rights described in Recital C and in Exhibits "A" and "B" hereto. Escrow Holder will also request two copies each of all instruments identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder will deliver these instruments and the title commitment to Buyer and Seller. Escrow Holder will insure Buyer's interest in the Access Control Rights at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance in the amount of the Purchase Price ("Policy"). Buyer will pay for the cost of the Policy.

5.2 The Policy provided for pursuant to Section 5 will insure Buyer's interest in the Access Control Rights free and clear of all liens, encumbrances, restrictions, and rights-of-way of record, subject only to the following permitted conditions of title ("Permitted Title Exceptions"):

5.2.1 General and special real property taxes for the then current tax fiscal year that are a lien not then due and payable.

5.2.2 The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Access Control Rights.

5.2.3 Quasi-public utility, public utility, public alley, public street easements, and rights of way of record.

5.2.4 Those non-monetary exceptions approved by the City within ten business days after the date the City receives the title commitment and legible copies of all instruments noted as exceptions therein.

5.3 The City will notify the Sellers in writing of its conditional disapproval of any such exceptions within ten business days after the date the City receives the title commitment and legible copies of all instruments noted as exceptions therein. If the City conditionally disapproves any such exceptions, Sellers will use their best efforts to cause the exceptions to be removed within 30 calendar days of receipt of a written request by City to remove such exceptions. If such conditionally disapproved non-monetary exceptions are not removed within such 30-calendar day period, the City may, at its option, either accept the Access Control Rights subject to such encumbrances, or terminate the Agreement in which case this Agreement will thereupon be of no further force or effect.

6. **Deposit of Funds with Escrow Holder.**

6.1 The City covenants and agrees to deposit with Escrow Holder the \$7,400.00 Purchase Price and such additional funds as are required pursuant to this Agreement within five business days of receiving written notice from Escrow Holder regarding the confirmation of the completion of the conditions required herein for the Close of Escrow.

7. **Deposit of Deed for Transfer of Access Control Rights and Temporary Construction Easement Agreement.**

7.1 Sellers covenant and agree to deposit with Escrow Holder, within 15 calendar days of the Effective Date, the following documents:

7.1.1 The consents from lessees/tenants of the larger parcel described in Section 3.3 above.

7.1.2 The fully-executed Deed for Transfer of Access Control Rights, the form of which is attached as Exhibit "D" hereto and incorporated herein by this reference.

7.1.3 The Temporary Construction Easement Agreement executed by Sellers granting to City the approximate 90 square foot Temporary Construction Easement with an 18-month term to facilitate the City's construction of the proposed Project, the form of which is attached as Exhibit "E" hereto and incorporated herein by this reference.

7.2 Buyer shall deposit With Escrow Holder the Temporary Construction Easement Agreement executed by Buyer and the Certificate of Acceptance confirming the City's acceptance of the Deed for Transfer of Access Control Rights prior to Close of Escrow.

7.3 Buyer and Seller agree to deposit with Escrow Holder any additional documents as may be necessary to complete this transaction.

7.4 Sellers shall deposit with Escrow Holder any documents that Escrow Holder shall require evidencing that the signatories for Sellers are authorized to bind Sellers.

7.5 *Certification of Trust.* Seller shall deliver to Escrow Holder the following documents prior to the Close of Escrow:

7.5.1 A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to Escrow Holder demonstrating that Roger L. Brown and Gloria Brown are duly authorized to legally bind the Roger and Gloria Brown Family Trust Under Declaration of Trust Dated August 31, 2006.

7.5.2 Copies of any excerpts from the original Roger and Gloria Brown Family Trust Under Declaration of Trust Dated August 31, 2006, and any amendments thereto that Escrow Holder may require, which designate the Trustees and confer upon the Trustees the power to act in this transaction.

7.6 *Certification of Non-Foreign Status.* Sellers agree to deliver to Escrow Holder a certification of Non-Foreign Status in accordance with I.R.C. section 1445, and a similar notice pursuant to California Revenue and Taxation Code sections 18805 and 26131, prior to the Close of Escrow.

7.7 *California Revenue and Taxation Code section 18662.* Sellers acknowledge that California Revenue and Taxation Code section 18662 requires that an amount equal to 3½% of the total Purchase Price for the Temporary Construction Easement be withheld from funds otherwise payable to Sellers at Close of Escrow and be paid to the California Franchise Tax Board unless Sellers are exempt from such requirements. Escrow Holder shall provide forms to Sellers regarding such withholding and the circumstances under which Sellers may be exempt from such requirements.

8. **Authorization to Record Documents and Disburse Funds.** Escrow Holder is hereby authorized to record the documents and disburse the funds and documents called for hereunder as set forth below, provided each of the following conditions has been fulfilled:

8.1 Escrow Holder can issue in favor of Buyer the Policy, showing the City's interest in the Access Control Rights in favor of Buyer, subject only to the Permitted Title Exceptions. Escrow Holder will use the proceeds of the Purchase Price to obtain a full reconveyance of any monetary liens encumbering the Access Control Rights, so that the City's interest in the Access Control Rights is free and clear of monetary liens and encumbrances at the Close of Escrow. Escrow Holder will obtain final approval from Sellers regarding the

disbursement of the proceeds prior to disbursing any such proceeds to the holder(s) of the monetary liens encumbering the Access Control Rights;

8.1.1 City will have deposited with Escrow Holder the Purchase Price, Escrow charges and the documents required by Section 7.2;

8.1.2 Escrow Holder will have received Buyer's notice of approval or satisfaction or waiver of all of the contingencies to Buyer's obligations hereunder, as provided for below in Section 15; and

8.1.3 Sellers will have deposited in Escrow the fully-executed tenant/lessee consents and fully-executed and acknowledged Deed for Transfer of Access Control Rights and Temporary Construction Easement Agreement as required by Section 7.1.

8.2 Unless otherwise instructed in writing, Escrow Holder is authorized to record any instrument delivered through this Escrow if necessary or proper for issuance of the Policy, including the Deed for Transfer of Access Control Rights and the Temporary Construction Easement Agreement.

8.3 *Disbursement of \$2,400 Purchase Price.* Escrow Holder will disburse to Sellers the \$7,400.00 Purchase Price on the Close of Escrow, less any sums required for Escrow Holder to issue to the City the Policy, showing the City's interest in the Access Control Rights in favor of Buyer, subject only to the Permitted Title Exceptions.

9. **Escrow Charges and Prorations.**

9.1 Buyer will pay for the cost of the Policy, Escrow costs and Escrow Holder's customary out-of-pocket expenses for messenger services, long distance telephone calls, etc. Buyer will pay for recording the Deed for Transfer of Access Control Rights and Temporary Construction Easement and any documentary or other local transfer taxes, if any, and any other recording fees. If the Escrow fails to close through no fault of either Party, Buyer will pay all Escrow cancellation charges.

9.2 Escrow Holder is authorized to pay from the Purchase Price any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds recorded against the Access Control Rights.

10. **Permission to Enter.** Sellers hereby grant to Buyer and Buyer's authorized agents, contractors, consultants, assigns, attorneys, accountants and other representatives an irrevocable license/permission to enter upon the Access Control Rights and Temporary Construction Easement areas for the purpose of making any inspections and other examinations of said areas, including, but not limited to, the right to perform soil and geological tests of the Access Control Rights and Temporary Construction Easement areas and environmental site assessments thereof, that the City considers necessary. Buyer will give Sellers 48-hours written notice before going on the Access Control Rights and Temporary Construction Easement areas. Buyer does hereby indemnify and forever save Sellers, Sellers' heirs, successors and assigns, and

the Access Control Rights and the Temporary Construction Easement areas, free and harmless from and against any and all liability, loss, damages, costs, expenses, demands, causes of action, claims or judgments, whether or not arising from or occurring out of any damage to the Access Control Rights and Temporary Construction Easement areas as a result of any accident or other occurrence at the Access Control Rights and Temporary Construction Easement areas that is in any way connected with Buyer's due diligence testing and environmental site assessments involving entrance onto the Access Control Rights and Temporary Construction Easement areas pursuant to this Section. If Buyer fails to acquire the Access Control Rights and Temporary Construction Easement areas due to Buyer's default, this license/permission to enter will terminate upon the termination of Buyer's right to purchase the Access Control Rights and Temporary Construction Easement areas. In such event, Buyer will remove or cause to be removed all Buyer's personal property, facilities, tools and equipment from the Access Control Rights and Temporary Construction Easement areas after any soil or geological testing and restore said area as close to possible to the condition of said area prior to the City's due diligence testing. The obligation of the City to indemnify for any such damage to the Access Control Rights and Temporary Construction Easement areas resulting from the due diligence testing and/or environmental site assessment and related testing under this Section 10 will survive Close of Escrow or termination of Escrow.

11. **Representation and Warranties of Sellers.** Sellers hereby represent and warrant to Buyer the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and will survive the Close of Escrow:

11.1 That to the best of Sellers' knowledge, with no duty to inquire, (i) on the Close of Escrow the Access Control Rights and Temporary Construction Easement areas will be free and clear of Hazardous Materials (defined in Section 16.1. below) or toxic substances and waste, including, but not limited to, asbestos; (ii) businesses on the Access Control Rights and Temporary Construction Easement areas have disposed of their waste in accordance with all applicable statutes, ordinances, and regulations; and (iii) Sellers have no notice of any pending or threatened action or proceeding arising out of the condition of the Access Control Rights and Temporary Construction Easement areas or alleged violation of Environmental Laws (defined in Section 16.2. below), health or safety statutes, ordinance or regulations.

11.2 That Sellers are the sole owners of the Access Rights and Temporary Construction Easement areas free and clear of all liens, claims, encumbrances, easements, encroachments from adjacent properties, encroachments by improvements or vegetation on the Access Control Rights and Temporary Construction Easement areas onto adjacent property, or rights of way of any nature, other than those that may appear on the title commitment. Sellers will not further encumber the Access Control Rights or the Temporary Construction Easement areas or allow said areas to be further encumbered prior to the Close of Escrow.

11.3 Neither this Agreement nor anything provided to be done hereunder, including the transfer of the Access Control Rights and Temporary Construction Easement to Buyer, violates or will violate any contract, agreement or instrument to which Sellers are a party,

or which affects the Access Control Rights and Temporary Construction Easement areas, and this Agreement does not require the consent of any party not a signatory hereto, except for the Consents of Lessees/Tenants discussed in Sections 3.3 above and 11.5 below.

11.4 Except as disclosed in the title commitment referred to in Section 5, there are no claims or liens presently claimed or that will be claimed against the Access Control Rights or Temporary Construction Easement areas by contractors, subcontractors, or suppliers, engineers, architects, surveyors or others that may have lien rights for work performed or commenced prior to the Effective Date. Sellers agree to hold Buyer harmless from all costs, expenses, liabilities, losses, charges, fees, including attorney fees, arising from or relating to any such lien or any similar lien claimed against (i) the Access Control Rights and arising from work performed or commenced prior to the Close of Escrow and (ii) the Temporary Construction Easement and arising from work performed or commenced prior to the commencement date of the Temporary Construction Easement.

11.5 Except for the Leases between Sellers and Tenants/Lessees of the larger parcel described below, there are no written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the Access Control Rights and Temporary Construction Easement or any part thereof, and no persons have any right of possession to the Access Control Rights and Temporary Construction Easement area, or any part thereof. Sellers agree to hold Buyer harmless from all costs, expenses, liabilities, losses, charges, fees, including attorney fees, arising from or relating to any such written or oral leases or contractual rights or options to lease, purchase or otherwise enjoy possession, rights or interest of any nature in and to the Access Control Rights and Temporary Construction Easement, or any part thereof. Pursuant to Section 3.3, Sellers shall obtain from said Tenants/Lessees of the larger parcel the consent of said Tenants/Lessees of the larger parcel to Sellers' conveyance to the City of the Access Control Rights and the use by the City of the Temporary Construction Easement for the 18-month term and disclaimers of interest of said Tenants/Lessees to the just compensation the City is paying for the Access Control Rights and Temporary Construction Easement.

11.5.1 Lease between Sellers and _____. Said Lessee operates the Sportsman's Club Bar on a portion of the larger parcel.

11.5.2 Lease between Sellers and _____. Said Lessee operates Marisco's Puerto Nuevo Mexican Restaurant on a portion of the larger parcel.

11.6 Sellers have no knowledge of any pending, threatened or potential litigation, action or proceeding against Sellers or any other party before any court or administrative tribunal that involves the Access Control Rights, the Temporary Construction Easement or the larger parcel.

12. **Representations and Warranties of Buyer.** Buyer hereby represents and warrants to the Sellers the following, it being expressly understood and agreed that all such

representations and warranties are to be true and correct as of the Close of Escrow and shall survive the Close of Escrow:

12.1 Buyer has taken all required action to permit it to execute, deliver, and perform its obligations under this Agreement.

12.2 Buyer has the power and authority to execute and deliver this Agreement and carry out its obligations hereunder and consummate the transaction contemplated herein.

13. **City's Full Payment of Purchase Price.**

13.1 The City's payment to Sellers of the Purchase Price set forth in this Agreement is an all-inclusive settlement and is the full and complete consideration and payment of just compensation for the fair market value of the Access Control Rights and the approximate 90 square foot Temporary Construction Easement with an 18-month term and includes, but is not limited to, just compensation for the vehicular access control and vehicular abutter rights of the larger parcel along Broadway Avenue, the use and possession of the Temporary Construction Easement by the City and its agents and/or contractors for the 18-month term in connection with the proposed Project, cost to cure damages, severance damages, inverse condemnation, precondemnation damages, loss of rents, loss of profits, attorney's fees, interest, appraisal costs, any other damages of every kind and nature suffered by the Sellers by reason of the City's acquisition of the Access Control Rights, the approximate 90 square foot Temporary Construction Easement with a term of 18 months, the City's proposed construction of a planter in the right of way along the Broadway Avenue frontage of the larger parcel, and the proposed Project for which the City is acquiring the Access Control Rights and the Temporary Construction Easement, and all costs and expenses whatever in connection therewith.

13.2 Sellers further acknowledge and agree that the City's acquisition of the Access Control Rights and City's use of the Temporary Construction Easement for the 18-month term will not result in the displacement of any persons or businesses from the larger parcel and Buyer has no obligation to Sellers under any federal or state relocation laws or regulations, including without limitation, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. section 4601 *et seq.*), if applicable, or under Title 1, Division 7, Chapter 1 of the Government Code of the State of California (section 7260 *et seq.*), or the Relocation Assistance and Real Property Acquisition Guidelines (Chapter 6 of Title 25 of the California Code of Regulations). The proposed Project will not impact access to/from Hillsdale Street. Pedestrian access to and from the larger parcel and Broadway Avenue is not impacted. Pedestrians will continue to have access to the larger parcel via a sidewalk near the building along Broadway or from the driveway along Hillsdale Street.

13.3 Sellers further acknowledge and agree that Sellers will not suffer any loss of goodwill under Code of Civil Procedure section 1263.510 as a result of the City's acquisition of the Access Control Rights and use of the Temporary Construction Easement in connection with the proposed Project. Under Code of Civil Procedure section 1263.510, the owners of a business conducted on the property taken, or on the remainder if the property is part of a larger

parcel, shall be compensated for loss of goodwill if the owners prove that (i) the loss is caused by the City's acquisition of the property or the injury to the remainder; (ii) the loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill; (iii) compensation for the loss will not be included in payments under Government Code section 7262; and (iv) compensation for the loss will not be duplicated in the compensation otherwise awarded to the owners. Sellers do not operate a business on the larger parcel. Sellers lease the larger parcel to the Tenants/Lessees described in Section 11.5 above.

13.4 Sellers expressly acknowledge and agree that the City, as part of the proposed Project, will replace with material of like kind and quality any improvements and/or landscaping that are damaged in the area of the approximate 90 square foot Temporary Construction Easement in connection with the City's use of the Temporary Construction Easement and construction of the proposed Project.

14. **Releases.**

14.1 This Agreement is a voluntary agreement and Sellers on the Close of Escrow, on behalf of Sellers, Sellers' successors and assigns, fully release Buyer, its Council Members, officers, counsel, employees, representatives and agents, from all claims and causes of action by reason of any damage that has been sustained, or may be sustained, as a result of Buyer's efforts to acquire the Access Control Rights and Temporary Construction Easement or any preliminary steps thereto. Sellers further release and agree to hold Buyer harmless from any and all claims and causes of action by reason of any leasehold interest in connection with the Access Control Rights and Temporary Construction Easement.

14.2 Sellers acknowledge that they may have sustained damage, loss, costs or expenses that are presently unknown and unsuspected, and such damage, loss, costs or expense which may have been sustained, may give rise to additional damages, loss, costs or expenses in the future. Nevertheless, Sellers hereby acknowledge that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waive any and all rights that Sellers may have under California Civil Code section 1542 as it relates to the releases set forth in this Section 14, or under any statute or common law or equitable principle of similar effect. California Civil Code section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Initials of Sellers: JB

Buyer's Initials: _____

Initials of Sellers: JB

Initials of Sellers: MAC

14.3 Sellers' waiver of rights and release of claims set forth above in Section 14.1 and Section 14.2 shall not extend to and is not intended to extend to claims related to or alleged to arise out of negligence on the part of the City, its agents or contractors, in connection with the physical construction of the proposed Project.

This Section 14 will survive the Close of Escrow.

15. **Buyer's Contingencies.** For the benefit of Buyer, the Close of Escrow and the Buyer's obligation to consummate the purchase of the Access Control Rights and the Temporary Construction Easement will be contingent upon and subject to the occurrence of all of the following (or Buyer's written waiver thereof, it being agreed that Buyer can waive any or all such contingencies) on or before the Close of Escrow:

15.1 That as of the Close of Escrow the representations and warranties of Sellers contained in this Agreement are all true and correct;

15.2 The delivery to Escrow Holder of all documents pursuant to Section 7 of this Agreement;

15.3 Escrow Holder's commitment to issue in favor of Buyer the Policy with liability equal to the Purchase Price showing Buyer's interest in the Access Control Rights, subject only to the Permitted Title Exceptions; and

15.4 Buyer's approval prior to the Close of Escrow of any environmental site assessment, soils or geological reports, or other physical inspections of the Access Control Rights and the Temporary Construction Easement that Buyer might perform prior to the Close of Escrow.

16. **Certain Definitions.**

16.1 The term "Hazardous Materials" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9601 *et seq.*; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. section 136 *et seq.*; asbestos and asbestos-containing materials, PCBs and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. section 2601 *et seq.*; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act of 1982; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. section 1910.1200 *et seq.*; industrial process and pollution control wastes, whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 *et seq.*; any substance defined as a "hazardous substance" in California Civil Code section 2929.5(e)(2) or California Code of Civil Procedure section 736(f)(3); and any other substance or material regulated by any Environmental Laws.

16.2 The term "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules in effect on or prior to the Effective Date relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. section 7401 *et seq.*; the Clean Water Act, 33 U.S.C. section 1251 *et seq.*; and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act 7 U.S.C. section 136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. section 1401 *et seq.*; the National Environmental Policy Act, 42 U.S.C. section 4321 *et seq.*; the Noise Control Act, 42 U.S.C. section 4901 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. section 651 *et seq.*; the Resource Conservation and Recovery Act 42 U.S.C. section 6901 *et seq.*; as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. section 300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. section 9601 *et seq.* as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act 15 U.S.C. section 2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. section 2011 *et seq.*; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. section 10101 *et seq.*; and state and local environmental statutes and ordinances, with implementing regulations and rules in effect on or prior to the Effective Date.

17. **Evidence in Court Proceeding.** The Parties agree that the total Purchase Price of \$7,400.00 or any inference of per square foot value of the Access Control Rights, Temporary Construction Easement or larger parcel based on said Purchase Price will not be admissible as evidence of the fair market value of the Access Control Rights, the Temporary Construction Easement or the larger parcel in any eminent domain or other proceeding or litigation concerning said real property interests.

18. **Default.** In the event of a breach or default under this Agreement by either Buyer or Sellers, the non-defaulting Party will have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Access Control Rights and the Temporary Construction Easement, by delivering written notice thereof to the defaulting Party and to Escrow Holder, and if Buyer is the non-defaulting Party, Buyer will thereupon promptly receive a refund of all prior deposits, if any. Such termination of the Escrow by a non-defaulting Party will be without prejudice to the non-defaulting Party's rights and remedies at law or equity.

19. **Notices.** All notices and demands will be given in writing by certified mail, postage prepaid, and return receipt requested, by personal delivery, or by Federal Express. Notices will be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with Federal Express. A copy of all notices will be sent to Escrow Holder. The Parties will address such notices as provided below or as may be amended by written notice:

BUYER: City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attention: City Manager

SELLERS: Mary Alice Cerrito, as to an Undivided 50% Interest
Post Office Box 1877
Monterey, California 93942-1877

Roger L. Brown and Gloria Brown, or their Successors
As Trustees of the Roger and Gloria Brown Family Trust
Under Declaration of Trust Dated August 31, 2006 as to an
Undivided 50% Interest
44 Alta Mesa Circle
Monterey, California 93940-4610

ESCROW
HOLDER: First American Title Company
330 Soquel Avenue
Santa Cruz, California 95062
Attention: Shawn O'Leary, Escrow Officer

20. **Closing Statement.** Escrow Holder will provide a copy of the Closing Statement to Buyer and to the City's Acquisition Consultant, Hamner, Jewell & Associates, Attention: Lillian Jewell at ljewell@hamner-jewell.com.

21. **Miscellaneous.**

21.1 *Further Documents.* Each of the Parties will, wherever and as often as is requested by the other Party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents, including further Escrow instructions, as may reasonably be necessary in order to complete the sale, conveyance, and transfer herein provided and to do any and all other acts and to execute, acknowledge, and deliver any and all documents as may be requested in order to carry out the intent and purpose of this Agreement.

21.2 *Governing Law.* This Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, shall be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California, and not the substantive law of another state or the United States or federal common law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

21.3 *Entire Agreement.* This Agreement supersedes any prior agreement, oral or written, and together with the Exhibits hereto and any agreements delivered pursuant hereto, contains the entire agreement between Buyer and Sellers on the subject matter of this Agreement. No person is authorized to make, and by execution hereof Sellers and Buyer acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no such agreement, statement, representation or promise not contained in this Agreement will be valid or binding on Sellers or Buyer.

21.4 *Amendments.* Any amendments to this Agreement will be effective only by a writing executed by all Parties to this Agreement and deposited with Escrow Holder.

21.5 *Successors and Assigns.* This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

21.6 *Time of Essence.* The Parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow Holder's general Escrow instructions.

21.7 *Counterparts, Facsimile and Electronic Signatures.* This Agreement may be executed in whole or in counterparts, which together shall constitute the entire Agreement. Facsimile or electronic signatures/counterparts to this Agreement shall be effective as if the original signed counterpart were delivered.

21.8 *Remedies Not Exclusive and Waivers.* No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies.

21.9 *Legal Representation.* Each of the Parties acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed this Agreement after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of any of the Parties not so represented; and, prior to executing this Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters that are the subject of this Agreement.

21.10 *Attorneys' Fees.* If either of the Parties hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other Party, the prevailing Party, whether by suit, negotiation, arbitration or settlement will be entitled to recover reasonable attorneys' fees from the other Party.

21.11 *Severability*. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day set forth below.

SELLERS

Mary Alice Cerrito, as to an Undivided 50% Interest

Date: July 12, 2016

By: Mary Alice Cerrito
Mary Alice Cerrito

Roger L. Brown and Gloria Brown, or their Successors As Trustees of the Roger and Gloria Brown Family Trust Under Declaration of Trust Dated August 31, 2006 as to an Undivided 50% Interest

Date: July 12, 2016

By: Roger L. Brown
Roger L. Brown, Trustee

Date: July 12, 2016

By: Gloria Brown
Gloria Brown, Trustee

BUYER

City of Seaside, a municipal corporation

Dated: _____, 2016

By: _____
Ralph Rubio, Mayor

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

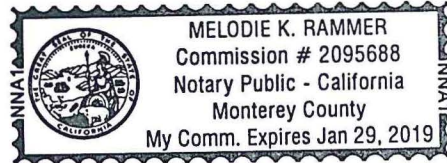
STATE OF California
COUNTY OF Monterey }

On July 12, 2016, before me, Melodie K. Rammer, Notary Public, personally appeared Mary Alice Cerrito, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melodie K. Rammer (Seal)
Signature



ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California
COUNTY OF Monterey }

On July 12, 2016, before me, Melodie K. Rammer, Notary Public, personally appeared Roger L. Brown, Trustee who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melodie K. Rammer (Seal)
Signature



ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California
COUNTY OF Monterey }

On July 12, 2016, before me, Melodie K. Rammer, Notary Public, personally appeared Gloria Brown, Trustee who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melodie K. Rammer (Seal)
Signature



Approved as to Form:

ATTEST:

Dated: _____, 2016

By: _____
Lesley Milton, City Clerk

By: _____
Don Freeman, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
ACCESS CONTROL

In or near APN 011-303-008

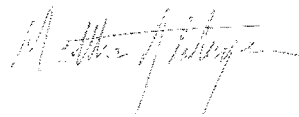
All that property situate in the City of Seaside, County of Monterey, State of California, being a portion of the property shown as Lots 17 and 19, in Block 13, on that certain map entitled "Map of Vista Del Rey Tract", filed for record January 30, 1905 in Volume No. 1 of Maps, "Cities & Towns", at Page 7, records of Monterey County, being more particularly described as follows:

The northerly lines of said Lots, also being on the southerly right of way line of Broadway Avenue (80 feet wide).

This conveyance is made for the purposes of City right of way improvements and the grantor hereby releases and relinquishes to the grantee vehicular access and vehicular abutter's rights appurtenant to grantor's property in and to said City right of way over and across above described lines.

This Deed of Transfer of Access and Abutter's Rights does not impact the rights of pedestrian access, if any, from the Property to, over and through Broadway Avenue.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

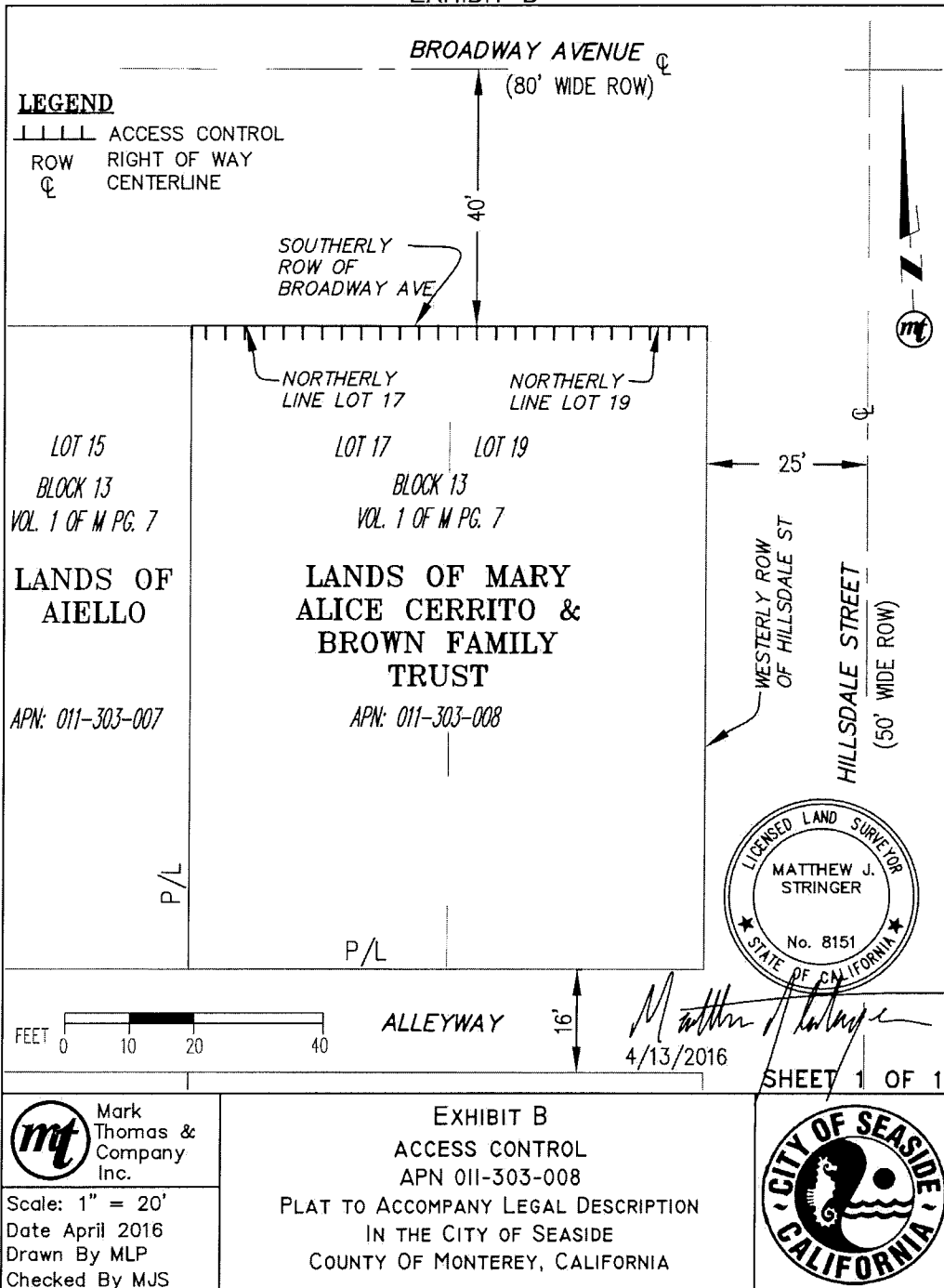


Matthew J. Stringer, LS 8151



April 13, 2016
Date

EXHIBIT "B"



Mark
Thomas &
Company
Inc.

Scale: 1" = 20'
 Date April 2016
 Drawn By MLP
 Checked By MJS

EXHIBIT B
 ACCESS CONTROL
 APN 011-303-008
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 IN THE CITY OF SEASIDE
 COUNTY OF MONTEREY, CALIFORNIA



EXHIBIT "A-1"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

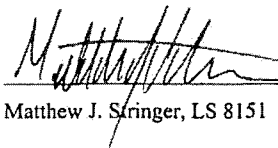
In or near APN 011-303-008

All that property situate in the City of Seaside, County of Monterey, State of California, being a portion of the property shown as Lots 17 and 19, in Block 13, on that certain map entitled "Map of Vista Del Rey Tract", filed for record January 30, 1905 in Volume No. 1 of Maps, "Cities & Towns", at Page 7, records of Monterey County, being more particularly described as follows:

COMMENCING at the northeasterly corner of said Lot 19, also being on the southerly right of way line of Broadway Avenue (80 feet wide), thence along said right of way line, North 86°55'42" West 1.98 feet to the **POINT OF BEGINNING**, thence continuing along said right of way line, North 86°55'42" West 30.00 feet, thence leaving said right of way line, the following three (3) courses and distances: (1) South 03°04'18" West 3.00 feet, (2) South 86°55'42" East 30.00 feet, and (3) North 03°04'18" East 3.00 feet to the **POINT OF BEGINNING**.

Containing 90.0 square feet, more or less.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Matthew J. Stringer, LS 8151



February 19, 2016
Date

EXHIBIT "B-1"

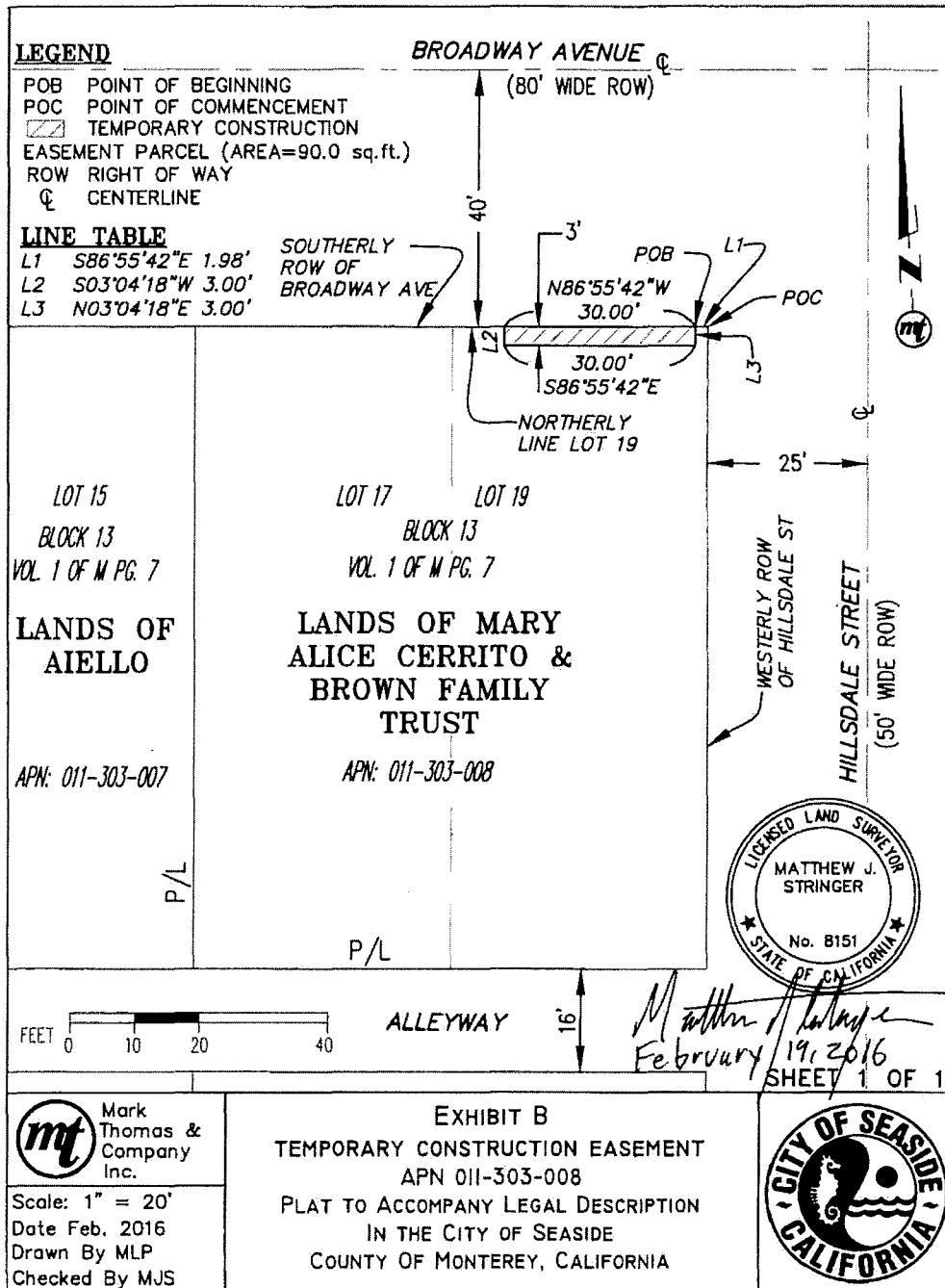


Exhibit "C"
Form of Consent of Lessee/Tenant

Exhibit "C"

Form of Consent of Lessee/Tenant

1. _____ ("Tenant") occupies a portion of the real property commonly known as 580 Broadway Avenue in the City of Seaside, and identified as Monterey County Tax Assessor's Parcel Number 011-303-008 ("larger parcel").

2. Tenant leases a portion of the larger parcel from _____. Tenant operates _____ on said portion of the larger parcel.

3. Owner has informed Tenant that Owner contemplates entering into a Purchase and Sale Agreement and Joint Escrow Instructions by and between Owner and the City of Seaside ("City") in connection with the larger parcel. Pursuant to the Purchase Agreement, the City seeks to acquire the vehicular access rights and vehicular abutter's rights of the larger parcel along Broadway Avenue in connection with the West Broadway Urban Village Infrastructure Improvements ("proposed Project"). The City also seeks to acquire an approximate 90 square foot Temporary Construction Easement with a term of 18 months to facilitate the construction of the proposed Project.

4. The proposed Project will construct certain infrastructure improvements consistent with the West Broadway Urban Village Specific Plan. Specifically, the proposed Project will construct streetscape, utility, roadway, and intersection improvements along Broadway Avenue from Fremont and Del Monte Boulevards. The proposed Project will develop pedestrian and bicycle amenities along Broadway Avenue between Fremont and Del Monte Boulevards and upgrade public utilities within the public right of way. The City's acquisition of the Access Control Rights will eliminate the larger parcel's driveway access along Broadway Avenue. The proposed Project will also construct a planter in the City's right of way along the Broadway Avenue frontage.

5. The vehicular access rights and vehicular access rights of the larger parcel along Broadway Avenue that the City seeks to acquire for the proposed Project are described more particularly on Exhibit "A" labeled "Legal Description Access Control" and depicted on Exhibit "B" labeled "Access Control", which are attached hereto and incorporated herein by this reference.

6. The approximate 90 square foot temporary construction easement with a term of 18 months ("Temporary Construction Easement") that the City seeks to acquire to facilitate the construction of the proposed Project is described more particularly on Exhibit "A-1" labeled "Legal Description Temporary Construction Easement" and depicted on Exhibit "B-1" labeled "Temporary Construction Easement", which are attached hereto and incorporated herein by this reference.

7. The City has requested a right of entry upon and access to the larger parcel for the purpose of undertaking tests, inspections and other due diligence activities (herein called the "Due Diligence Activities") in connection with the City's proposed acquisition of the access control rights and the temporary construction easement under the Purchase Agreement.

8. Pursuant to the Temporary Construction Easement Agreement, the City will have the right to possession and use of the approximate 90 square foot temporary construction easement area

for a term of 18 months. A copy of the Temporary Construction Easement Agreement is attached as Exhibit "C" hereto.

9. Tenant hereby consents to the City's entry upon and access to the Access Control Rights and the Temporary Construction Easement Activities for the Due Diligence Activities. Tenant further consents to the City's entry upon, possession of and use of the Temporary Construction Easement for the 18-month term to facilitate the City's construction of the proposed Project.

10. Tenant agrees and acknowledges that Tenant does not have any right to occupy or possess the approximate 90 square foot Temporary Construction Easement and that it has no right or interest in the Access Control Rights or to the just compensation for the Access Control Rights and the Temporary Construction Easement. Tenant also agrees and acknowledges that Tenant will not be displaced as a result of the City's acquisition of the Access Control Rights and the approximate 90 square foot Temporary Construction Easement for the proposed Project.

11. Tenant warrants that no other party has the right to occupy the subject portion of the larger parcel occupied by Tenant, or any portion thereof, and that Tenant has not subleased any portion of the larger parcel to any person or entity.

12. Tenant agrees and acknowledges that it is not entitled to any compensation for the City's acquisition of the Access Control Rights and the approximate 90 square foot Temporary Construction Easement with a term of 18 months for the proposed Project. Any disputes between Tenant and Owner regarding adjustments to the rental or lease amount in consideration of Tenant's loss, if any, of the right to exclusive physical possession of the approximate 90 square foot Temporary Construction Easement or right to possession or compensation for the City's acquisition of the Access Control Rights shall be resolved between Tenant and Owner. Tenant expressly agrees to indemnify City for any loss or damage City may suffer in the event Owner or Tenant assert any claim against City related to the issue of such lease or rent adjustment, including indemnification for reasonable attorney's fees in connection with City's investigation or defense of any such claims, even if no action or proceeding is ultimately filed in connection with such dispute.

13. Tenant acknowledges that it has had the opportunity to seek advice of counsel in connection with this Consent and that Tenant has executed this Consent freely and voluntarily, and exclusively for the reasons set forth above.

Dated: _____, 2016

By: _____

Title: _____

EXHIBIT "A"
LEGAL DESCRIPTION
ACCESS CONTROL

In or near APN 011-303-008

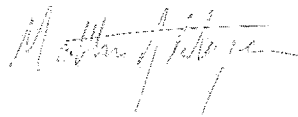
All that property situate in the City of Seaside, County of Monterey, State of California, being a portion of the property shown as Lots 17 and 19, in Block 13, on that certain map entitled "Map of Vista Del Rey Tract", filed for record January 30, 1905 in Volume No. 1 of Maps, "Cities & Towns", at Page 7, records of Monterey County, being more particularly described as follows:

The northerly lines of said Lots, also being on the southerly right of way line of Broadway Avenue (80 feet wide).

This conveyance is made for the purposes of City right of way improvements and the grantor hereby releases and relinquishes to the grantee vehicular access and vehicular abutter's rights appurtenant to grantor's property in and to said City right of way over and across above described lines.

This Deed of Transfer of Access and Abutter's Rights does not impact the rights of pedestrian access, if any, from the Property to, over and through Broadway Avenue.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Matthew J. Stringer, LS 8151



April 13, 2016
Date

EXHIBIT "B"

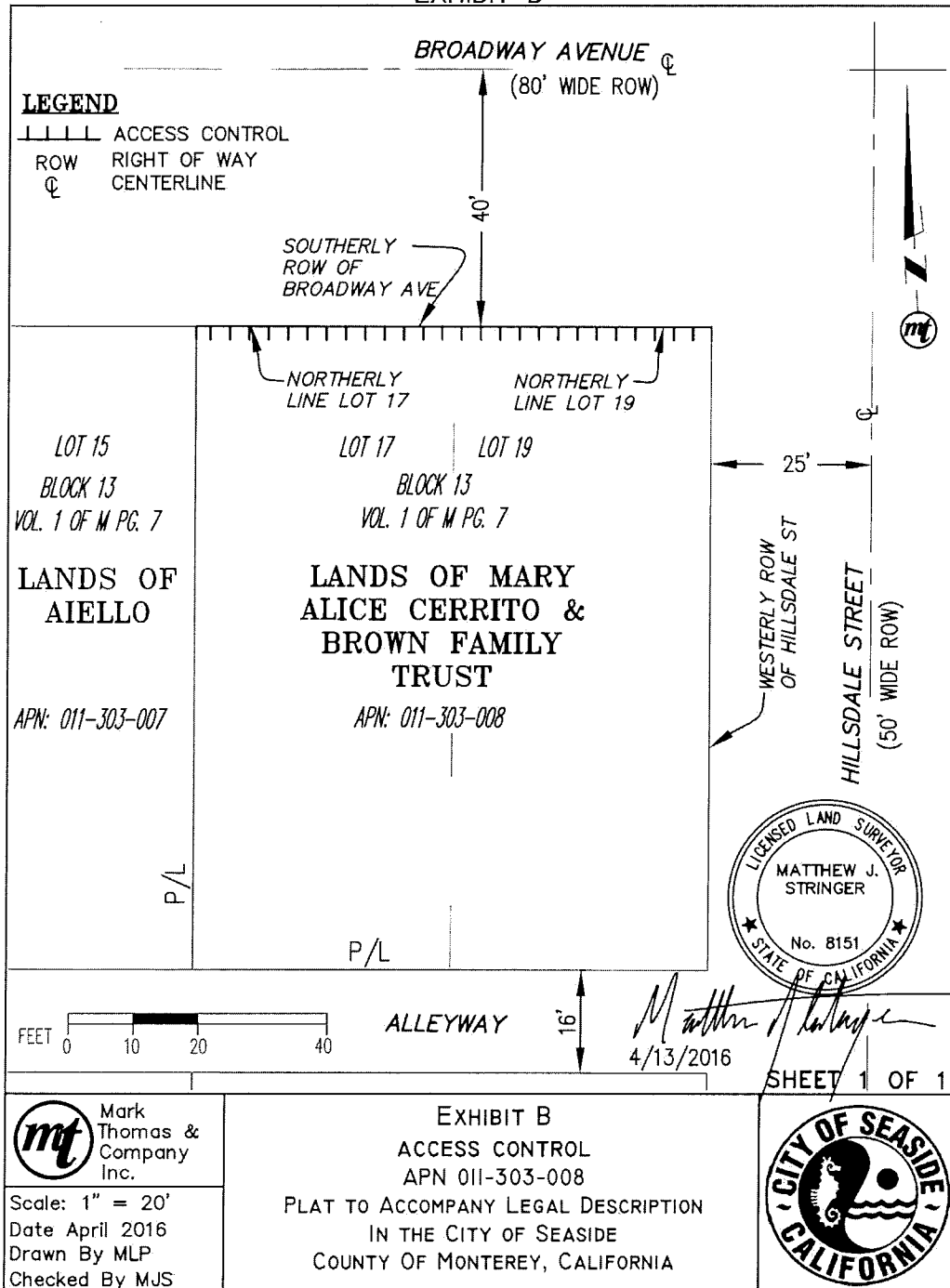


EXHIBIT "A-1"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

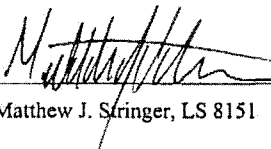
In or near APN 011-303-008

All that property situate in the City of Seaside, County of Monterey, State of California, being a portion of the property shown as Lots 17 and 19, in Block 13, on that certain map entitled "Map of Vista Del Rey Tract", filed for record January 30, 1905 in Volume No. 1 of Maps, "Cities & Towns", at Page 7, records of Monterey County, being more particularly described as follows:

COMMENCING at the northeasterly corner of said Lot 19, also being on the southerly right of way line of Broadway Avenue (80 feet wide), thence along said right of way line, North 86°55'42" West 1.98 feet to the **POINT OF BEGINNING**, thence continuing along said right of way line, North 86°55'42" West 30.00 feet, thence leaving said right of way line, the following three (3) courses and distances: (1) South 03°04'18" West 3.00 feet, (2) South 86°55'42" East 30.00 feet, and (3) North 03°04'18" East 3.00 feet to the **POINT OF BEGINNING**.

Containing 90.0 square feet, more or less.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Matthew J. Stringer, LS 8151

 February 19, 2016
Date

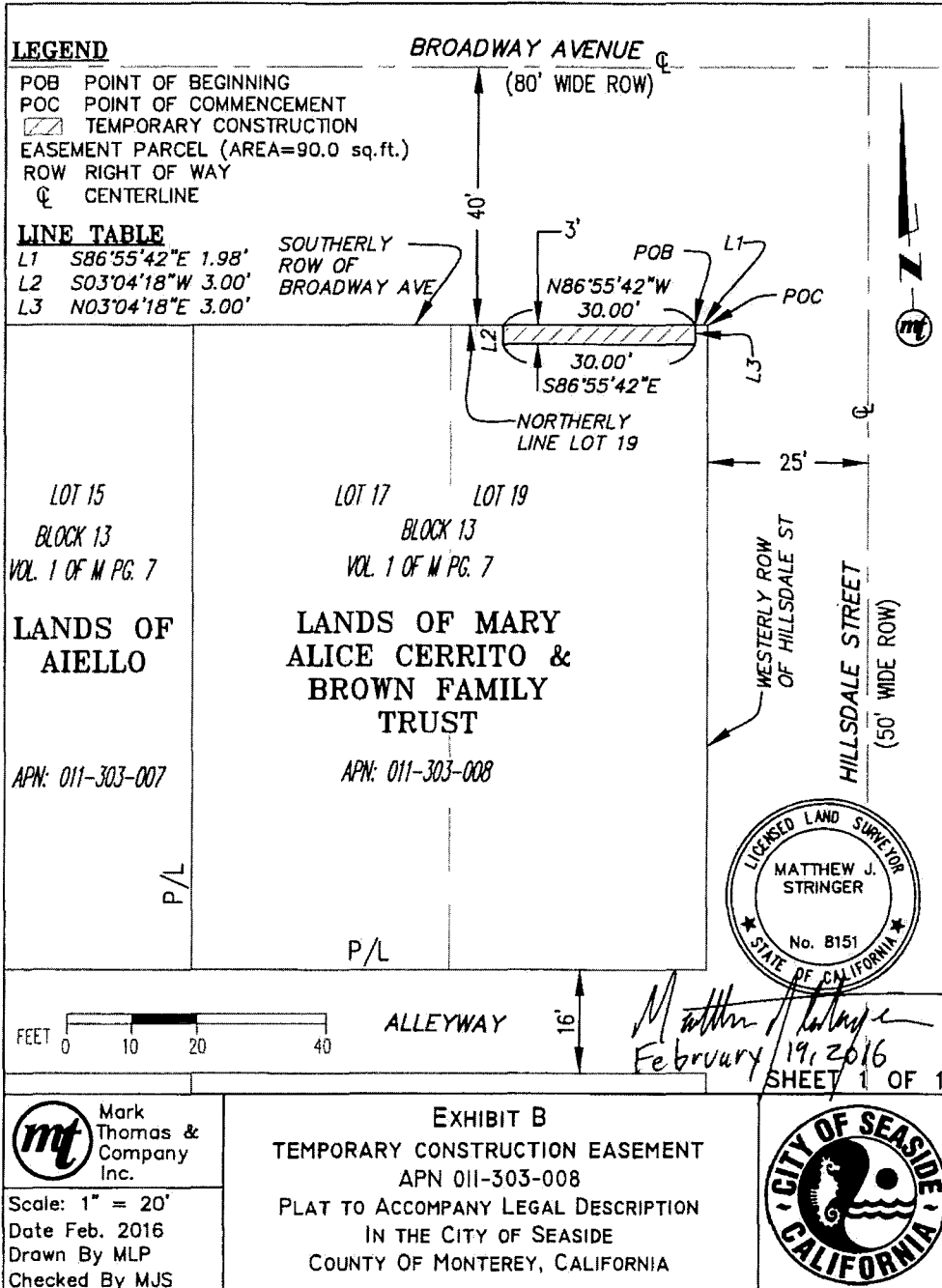


Exhibit "C"
Form of Temporary Construction Easement Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attention: City Clerk's Office

SPACE ABOVE FOR RECORDER'S USE

[X] Portions of APN 011-303-008

This Instrument is for the benefit of the City of Seaside and is exempt from Recording Fees (Govt. Code § 27383), Filing Fees (Govt. Code § 6103), and Documentary Transfer Tax (Rev & Tax Code § 11922).

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is entered into by and between Mary Alice Cerrito, as to an Undivided 50% Interest and Roger L. Brown and Gloria Brown, or their Successors As Trustees of the Roger and Gloria Brown Family Trust Under Declaration of Trust Dated August 31, 2006 as to an Undivided 50% Interest (collectively "Grantors") and the City of Seaside, a municipal corporation ("City" or "Grantee") and is effective as of the date it is fully executed. Grantors and Grantee are referred to below collectively as the "Parties".

This Agreement is based on the following facts, which are incorporated herein by this reference:

A. Grantors are the record fee owners of the real property commonly known as 580 Broadway Avenue, Seaside, California, and identified as Monterey County Assessor's Parcel Number 011-303-008 ("Grantors' Property"). Grantors' Property is approximately 8,000 square feet in size and is located on the southwest corner of Broadway Avenue and Hillsdale Street. Grantors' Property is improved with an approximate 3,795 square foot multi-tenant single-story wood frame commercial retail building constructed in 1955 and with an on-site parking lot that can accommodate up to eight vehicles.

B. Grantors and the City have entered into a Purchase and Sale Agreement for the City's purchase of (i) vehicular abutter's rights and vehicular access rights of the larger parcel along Broadway Avenue and (ii) an approximate 90 square foot temporary construction easement

with a term of 18 months on the larger parcel for a public use in connection with the West Broadway Urban Village Infrastructure Improvements (“proposed Project”). The proposed Project will construct certain infrastructure improvements consistent with the West Broadway Urban Village Specific Plan. Specifically, the proposed Project will construct streetscape, utility, roadway, and intersection improvements along Broadway Avenue from Fremont and Del Monte Boulevards. The proposed Project will develop pedestrian and bicycle amenities along Broadway Avenue between Fremont and Del Monte Boulevards and upgrade public utilities within the public right of way. The City will also construct a planter in the City’s right of way along the Broadway Avenue frontage of Grantors’ Property. The construction of the proposed Project will require the acquisition of the subject vehicular abutter’s rights and vehicular access rights from the larger parcel and the approximate 90 square foot temporary construction easement with a term of 18 months to facilitate the construction of the proposed Project. The City’s proposed acquisition of the subject vehicular abutter’s rights and vehicular access rights will eliminate the driveway on the Broadway Avenue side of the larger parcel and vehicular ingress/egress rights to Broadway Avenue. Pedestrian access rights are not impacted.

C. Pursuant to said Purchase Agreement, the City is acquiring an approximate 90 square foot temporary construction easement with a term of 18 months (“Temporary Construction Easement”) to facilitate the construction of the proposed Project described more particularly on Exhibit “A” labeled “Legal Description Temporary Construction Easement” and depicted on Exhibit “B” labeled “Temporary Construction Easement”, which are attached hereto and incorporated herein by this reference.

NOW THEREFORE, for a valuable consideration receipt and sufficiency of which is hereby acknowledged, Grantors and the City agree to the following:

1. **Grant of 90 square foot Temporary Construction Easement.** Grantors hereby grant to the City, its successors and assigns, that approximate 90 square foot Temporary Construction Easement with a term of 18 months on, over, under and across Grantor’s Property in the County of Monterey, State of California described more particularly on Exhibit “A” and depicted on Exhibit “B” hereto, which are incorporated herein by this reference.

2. **Term of Temporary Construction Easement.** The term of the Temporary Construction Easement will commence thirty days from the date the City provides written notice to Grantors that it intends to commence the construction of the proposed Project. The “commencement date” is the thirtieth day after the date of the City’s notice. The term of the Temporary Construction Easement will end on the earlier of (i) eighteen months from the commencement date or (ii) the date on which the City records a notice of termination of the Temporary Construction Easement in the Official Records of the County of Monterey. The City anticipates that it will commence construction of the proposed Project on or after January 1, 2017. Any modification to the term of the Temporary Construction Easement shall be in writing executed by both parties.

3. **Scope of Temporary Construction Easement.** The 90 square foot Temporary Construction Easement is for the use by the City, its contractors, subcontractors, employees and agents for the above-referenced approximate 18-month period to facilitate the City’s construction of the proposed Project, including but not limited to the construction of the sidewalk and related improvements, and the City’s proposed construction of a planter in the right of way along the Broadway Avenue frontage of Grantors’ Property.

4. **No Liens.** The City agrees to keep the Temporary Construction Easement free of any liens, including without limitation, liens by contractors, subcontractors, or suppliers, engineers, architects, surveyors or others that may have lien rights for work arising out of the City's use of the Temporary Construction Easement in connection with the construction of the proposed Project. If any such lien is filed on Grantor's Property in connection with the City's use of the Temporary Construction Easement, the City will, at its sole cost and expense, have the lien released and discharged of record in a matter satisfactory to the Grantor within thirty (30) calendar days of receiving notice of the lien. If the City fails to remove the lien within such thirty (30) day period, Grantor will have the right to remove the lien, and City, upon demand, will reimburse the Grantor for all reasonable costs and expenses, including without limitation reasonable attorney's fees incurred by Grantor in connection with such removal.

5. **City's Obligations At End of Term.** The City will replace with material of like kind and quality any improvements and/or landscaping that are damaged in the area of the Temporary Construction Easement in connection with the City's use of the Temporary Construction Easement or construction of the proposed Project. Further, upon the expiration of the term of the Temporary Construction Easement the City agrees to take such actions as reasonably necessary to evidence and give effect to the extinguishment of the easement and the relinquishment of the City's rights and interests in the Temporary Construction Easement pursuant to this Agreement.

6. **Notices.** All notices and demands will be given in writing by certified mail, postage prepaid, and return receipt requested, by personal delivery, or by Federal Express. Notices will be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with Federal Express. The Parties will address such notices as provided below or as may be amended by written notice:

GRANTEE: City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attention: City Manager

GRANTORS: Mary Alice Cerrito, as to an Undivided 50% Interest
Post Office Box 1877
Monterey, California 93942-1877

Roger L. Brown and Gloria Brown, or their Successors
As Trustees of the Roger and Gloria Brown Family Trust
Under Declaration of Trust Dated August 31, 2006 as to an
Undivided 50% Interest
44 Alta Mesa Circle
Monterey, California 93940-4610

7. **Miscellaneous Provisions.**

a. *Governing Law.* This Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, shall be interpreted

according to the applicable rules of interpretation of contracts under the laws of the State of California, and not the substantive law of another state or the United States or federal common law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

b. *Entire Agreement.* This Agreement, together with the Purchase and Sale Agreement, contains the entire agreement between Grantor and Grantee regarding the Temporary Construction Easement. No person is authorized to make, and by execution hereof Grantor and Grantee acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no such agreement, statement, representation or promise not contained in said Purchase and Sale Agreement and this Temporary Construction Easement.

c. *Amendments.* Any amendments to this Agreement will be effective only by a writing executed by all Parties to this Agreement.

d. *Successors and Assigns.* This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

e. *Counterparts, Facsimile and Electronic Signatures.* This Agreement may be executed in whole or in counterparts, which together shall constitute the entire Agreement. Facsimile or electronic signatures/counterparts to this Agreement shall be effective as if the original signed counterpart were delivered.

f. *Legal Representation.* Each of the Parties acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed this Agreement after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of any of the Parties not so represented; and, prior to executing this Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters that are the subject of this Agreement.

g. *Attorneys' Fees.* If either of the Parties hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other Party, the prevailing Party, whether by suit, negotiation, arbitration or settlement will be entitled to recover reasonable attorneys' fees from the other Party.

h. *Severability.* If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

IN WITNESS WHEREOF, the Grantor and the City have entered into this Agreement as of the date it is fully executed by the Parties.

GRANTORS

Mary Alice Cerrito, as to an Undivided 50% Interest

Date: _____, 2016

By: _____
Mary Alice Cerrito

Roger L. Brown and Gloria Brown, or their Successors As Trustees of the Roger and Gloria Brown Family Trust Under Declaration of Trust Dated August 31, 2006 as to an Undivided 50% Interest

Date: _____, 2016

By: _____
Roger L. Brown, Trustee

Date: _____, 2016

By: _____
Gloria Brown, Trustee

BUYER

City of Seaside, a municipal corporation

Dated: _____, 2016

By: _____
Ralph Rubio, Mayor

Approved as to Form:

ATTEST:

Dated: _____, 2016

By: _____
Lesley Milton, City Clerk

By: _____
Don Freeman, City Attorney

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____
COUNTY OF _____ }

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____(Seal)
Signature

ACKNOWLEDGEMENT

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STATE OF _____
COUNTY OF _____ }

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

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_____(Seal)
Signature

ACKNOWLEDGEMENT

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STATE OF _____
COUNTY OF _____ }

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____(Seal)
Signature

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

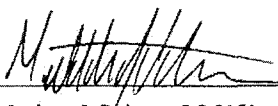
In or near APN 011-303-008

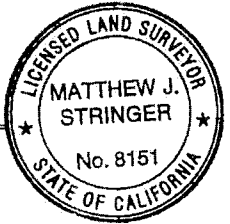
All that property situate in the City of Seaside, County of Monterey, State of California, being a portion of the property shown as Lots 17 and 19, in Block 13, on that certain map entitled "Map of Vista Del Rey Tract", filed for record January 30, 1905 in Volume No. 1 of Maps, "Cities & Towns", at Page 7, records of Monterey County, being more particularly described as follows:

COMMENCING at the northeasterly corner of said Lot 19, also being on the southerly right of way line of Broadway Avenue (80 feet wide), thence along said right of way line, North 86°55'42" West 1.98 feet to the **POINT OF BEGINNING**, thence continuing along said right of way line, North 86°55'42" West 30.00 feet, thence leaving said right of way line, the following three (3) courses and distances: (1) South 03°04'18" West 3.00 feet, (2) South 86°55'42" East 30.00 feet, and (3) North 03°04'18" East 3.00 feet to the **POINT OF BEGINNING**.

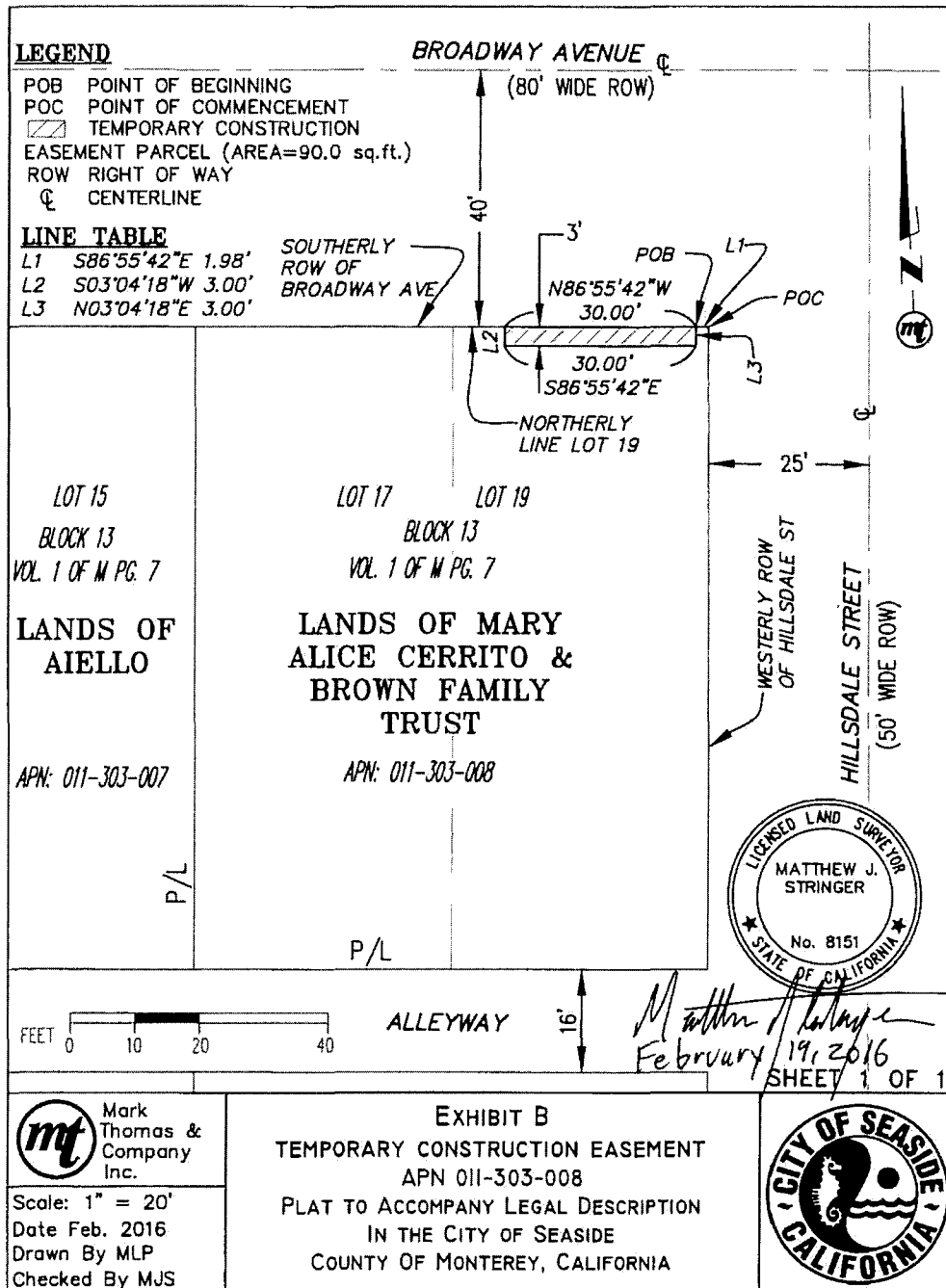
Containing 90.0 square feet, more or less.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Matthew J. Stringer, LS 8151

 February 19, 2016
Date

Page 1 of 1
W:\Seaside-SJ-15125-West Broadway Urban Village Phase 1\Survey\Legal Descriptions\011-303-008_TCE



CITY OF SEASIDE
Office of the City Clerk
440 Harcourt Avenue
Seaside, CA 93955

CERTIFICATE OF ACCEPTANCE OF GRANT DEED
(Govt. Code § 27281)
(Monterey County Tax Assessor's Parcel Number 011-303-008)

This is to certify that the attached Temporary Construction Easement Agreement of the real property commonly known as 580 Broadway Avenue, Seaside, to, over and through Broadway Avenue, as Broadway now exists or may be modified in the future, along the entire Broadway Avenue frontage of said property as now abuts or in the future may abut such Broadway Avenue described more particularly on Exhibit "A" and depicted on Exhibit "B" to said Deed, is hereby accepted under the authority of the City Council of the City of Seaside and the City of Seaside consents to the recordation thereof by its duly authorized officer.

Dated: _____, 2016

City of Seaside, a municipal corporation

ATTEST:

By: _____

By: _____
Lesley Milton, City Clerk

Title: _____

APPROVED AS TO FORM:

By: _____
Don Freeman, City Attorney

Exhibit "D"
**FORM OF DEED FOR TRANSFER OF VEHICULAR ACCESS RIGHTS AND
VEHICULAR ABUTTERS' RIGHTS**

Exhibit "D"

Form of Grant of Access Control Rights

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attention: City Clerk's Office

SPACE ABOVE FOR RECORDER'S USE

[X] Portions of APN 011-303-008

This Instrument is for the benefit of the City of Seaside and is exempt from Recording Fees (Govt. Code § 27383), Filing Fees (Govt. Code § 6103), and Documentary Transfer Tax (Rev & Tax Code § 11922).

**DEED OF TRANSFER OF VEHICULAR ACCESS AND
VEHICULAR ABUTTER'S RIGHTS
(Along Broadway Avenue)**

Grantors Mary Alice Cerrito, as to an Undivided 50% Interest and Roger L. Brown and Gloria Brown, or their Successors As Trustees of the Roger and Gloria Brown Family Trust Under Declaration of Trust Dated August 31, 2006 as to an Undivided 50% Interest (collectively "Grantors") are the record fee owners of that certain real property commonly known as 580 Broadway Avenue, Seaside, California, and identified as Monterey County Assessor's Parcel Number 011-303-008 ("Grantors' Property"). Grantors' Property is approximately 8,000 square feet in size and is located on the southwest corner of Broadway Avenue and Hillsdale Street. Grantors' Property is improved with an approximate 3,795 square foot multi-tenant single-story wood frame commercial retail building constructed in 1955 and with an on-site parking lot that can accommodate up to eight vehicles.

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, Grantors hereby grant to the City of Seaside, a California municipal corporation, any and all rights of vehicular access and vehicular abutter's rights described more particularly on Exhibit "A" and depicted on Exhibit "B" hereto from Grantors' Property along, to, over and through Broadway Avenue, as Broadway now exists or may be modified in the future, along the entire Broadway Avenue frontage of Grantors' Property as now abuts or in the future may abut such Broadway Avenue. The purpose and intent of this conveyance is to extinguish now and forever, any vehicular access rights and vehicular abutters rights that Grantors' Property currently has to Broadway Avenue and may have to Broadway Avenue in the future. Exhibits "A" and "B" are attached hereto and incorporated herein by this reference.

This Deed for Transfer of Vehicular Access and Vehicular Abutter's Rights is binding on Grantors' and Grantors' successors and assigns.

This Deed of Transfer of Access and Abutter's Rights does not impact the rights of pedestrian access, if any, from the Property to, over and through Broadway Avenue.

In witness whereof, Grantors have executed this Deed for Transfer of Access and Abutter's Rights as of the date set forth below.

GRANTORS

Mary Alice Cerrito, as to an Undivided 50% Interest

Date: _____, 2016

By: _____
Mary Alice Cerrito

**Roger L. Brown and Gloria Brown, or their
Successors As Trustees of the Roger and
Gloria Brown Family Trust Under
Declaration of Trust Dated August 31, 2006
as to an Undivided 50% Interest**

Date: _____, 2016

By: _____
Roger L. Brown, Trustee

Date: _____, 2016

By: _____
Gloria Brown, Trustee

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____
COUNTY OF _____ }

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____(Seal)
Signature

ACKNOWLEDGEMENT

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COUNTY OF _____ }

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WITNESS my hand and official seal.

_____(Seal)
Signature

ACKNOWLEDGEMENT

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--

STATE OF _____
COUNTY OF _____ }

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____(Seal)
Signature

EXHIBIT "A"
LEGAL DESCRIPTION
ACCESS CONTROL

In or near APN 011-303-008

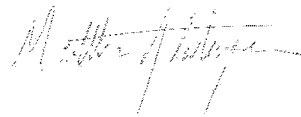
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The northerly lines of said Lots, also being on the southerly right of way line of Broadway Avenue (80 feet wide).

This conveyance is made for the purposes of City right of way improvements and the grantor hereby releases and relinquishes to the grantee vehicular access and vehicular abutter's rights appurtenant to grantor's property in and to said City right of way over and across above described lines.

This Deed of Transfer of Access and Abutter's Rights does not impact the rights of pedestrian access, if any, from the Property to, over and through Broadway Avenue.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

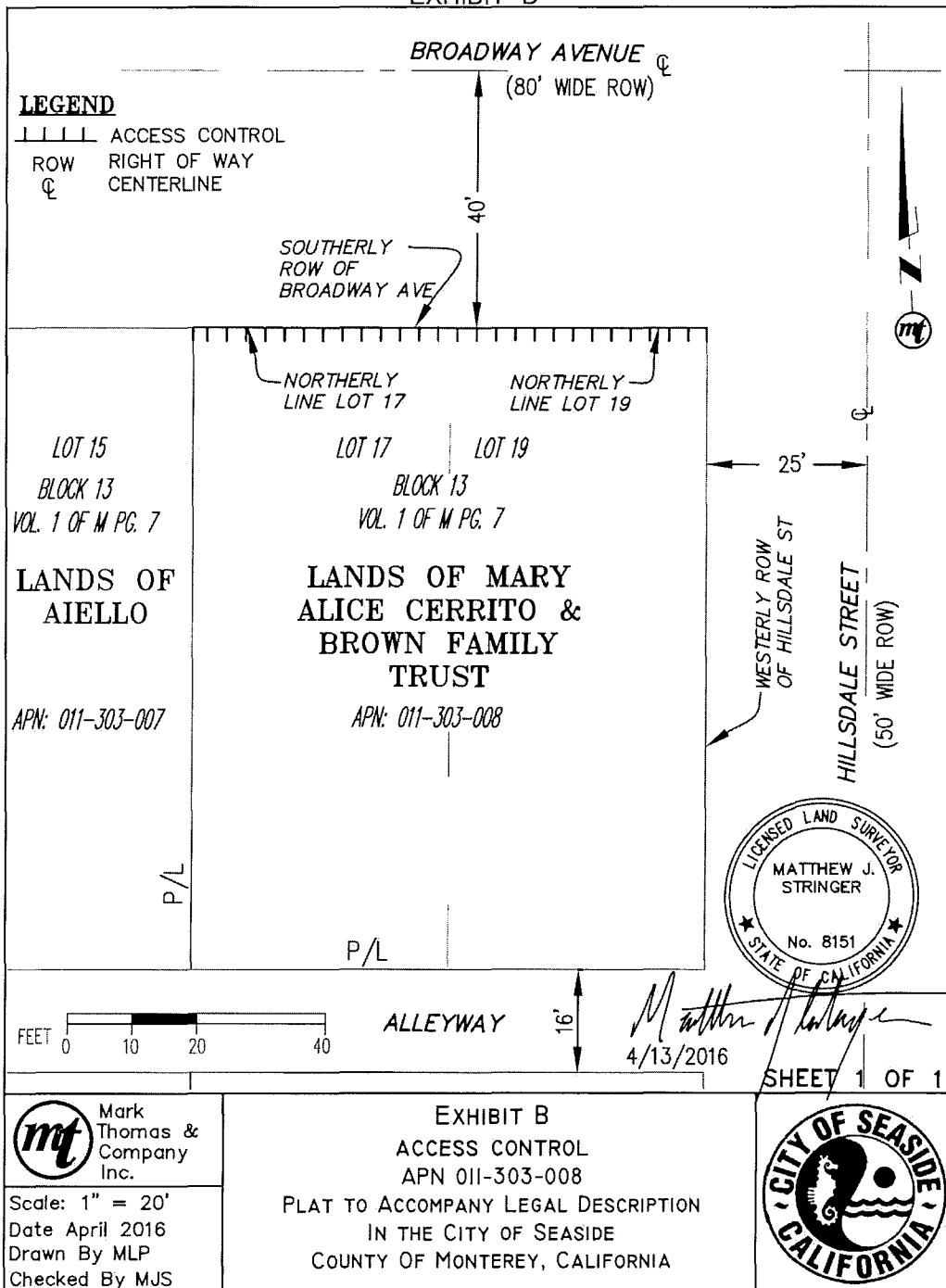


Matthew J. Stringer, LS 8151



April 13, 2016
Date

EXHIBIT "B"



CITY OF SEASIDE
Office of the City Clerk
440 Harcourt Avenue
Seaside, CA 93955

CERTIFICATE OF ACCEPTANCE OF GRANT DEED
(Govt. Code § 27281)
(Monterey County Tax Assessor's Parcel Number 011-303-008)

This is to certify that the attached Deed of Transfer of Vehicular Access and Vehicular Abutter's Rights (Along Broadway Avenue), which grants to the City of Seaside any and all rights of vehicular access and vehicular abutter's rights of the real property commonly known as 580 Broadway Avenue, Seaside, to, over and through Broadway Avenue, as Broadway now exists or may be modified in the future, along the entire Broadway Avenue frontage of said property as now abuts or in the future may abut such Broadway Avenue described more particularly on Exhibit "A" and depicted on Exhibit "B" to said Deed, is hereby accepted under the authority of the City Council of the City of Seaside and the City of Seaside consents to the recordation thereof by its duly authorized officer.

Dated: _____, 2016

City of Seaside, a municipal corporation

ATTEST:

By: _____

By: _____
Lesley Milton, City Clerk

Title: _____

APPROVED AS TO FORM:

By: _____
Don Freeman, City Attorney

Exhibit "E"
FORM OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Exhibit "E"

Form of Temporary Construction Easement Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attention: City Clerk's Office

SPACE ABOVE FOR RECORDER'S USE

[X] Portions of APN 011-303-008

This Instrument is for the benefit of the City of Seaside and is exempt from Recording Fees (Govt. Code § 27383), Filing Fees (Govt. Code § 6103), and Documentary Transfer Tax (Rev & Tax Code § 11922).

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is entered into by and between Mary Alice Cerrito, as to an Undivided 50% Interest and Roger L. Brown and Gloria Brown, or their Successors As Trustees of the Roger and Gloria Brown Family Trust Under Declaration of Trust Dated August 31, 2006 as to an Undivided 50% Interest (collectively "Grantors") and the City of Seaside, a municipal corporation ("City" or "Grantee") and is effective as of the date it is fully executed. Grantors and Grantee are referred to below collectively as the "Parties".

This Agreement is based on the following facts, which are incorporated herein by this reference:

A. Grantors are the record fee owners of the real property commonly known as 580 Broadway Avenue, Seaside, California, and identified as Monterey County Assessor's Parcel Number 011-303-008 ("Grantors' Property"). Grantors' Property is approximately 8,000 square feet in size and is located on the southwest corner of Broadway Avenue and Hillsdale Street. Grantors' Property is improved with an approximate 3,795 square foot multi-tenant single-story wood frame commercial retail building constructed in 1955 and with an on-site parking lot that can accommodate up to eight vehicles.

B. Grantors and the City have entered into a Purchase and Sale Agreement for the City's purchase of (i) vehicular abutter's rights and vehicular access rights of the larger parcel along Broadway Avenue and (ii) an approximate 90 square foot temporary construction easement

with a term of 18 months on the larger parcel for a public use in connection with the West Broadway Urban Village Infrastructure Improvements (“proposed Project”). The proposed Project will construct certain infrastructure improvements consistent with the West Broadway Urban Village Specific Plan. Specifically, the proposed Project will construct streetscape, utility, roadway, and intersection improvements along Broadway Avenue from Fremont and Del Monte Boulevards. The proposed Project will develop pedestrian and bicycle amenities along Broadway Avenue between Fremont and Del Monte Boulevards and upgrade public utilities within the public right of way. The City will also construct a planter in the City’s right of way along the Broadway Avenue frontage of Grantors’ Property. The construction of the proposed Project will require the acquisition of the subject vehicular abutter’s rights and vehicular access rights from the larger parcel and the approximate 90 square foot temporary construction easement with a term of 18 months to facilitate the construction of the proposed Project. The City’s proposed acquisition of the subject vehicular abutter’s rights and vehicular access rights will eliminate the driveway on the Broadway Avenue side of the larger parcel and vehicular ingress/egress rights to Broadway Avenue. Pedestrian access rights are not impacted.

C. Pursuant to said Purchase Agreement, the City is acquiring an approximate 90 square foot temporary construction easement with a term of 18 months (“Temporary Construction Easement”) to facilitate the construction of the proposed Project described more particularly on Exhibit “A” labeled “Legal Description Temporary Construction Easement” and depicted on Exhibit “B” labeled “Temporary Construction Easement”, which are attached hereto and incorporated herein by this reference.

NOW THEREFORE, for a valuable consideration receipt and sufficiency of which is hereby acknowledged, Grantors and the City agree to the following:

1. **Grant of 90 square foot Temporary Construction Easement.** Grantors hereby grant to the City, its successors and assigns, that approximate 90 square foot Temporary Construction Easement with a term of 18 months on, over, under and across Grantor’s Property in the County of Monterey, State of California described more particularly on Exhibit “A” and depicted on Exhibit “B” hereto, which are incorporated herein by this reference.

2. **Term of Temporary Construction Easement.** The term of the Temporary Construction Easement will commence thirty days from the date the City provides written notice to Grantors that it intends to commence the construction of the proposed Project. The “commencement date” is the thirtieth day after the date of the City’s notice. The term of the Temporary Construction Easement will end on the earlier of (i) eighteen months from the commencement date or (ii) the date on which the City records a notice of termination of the Temporary Construction Easement in the Official Records of the County of Monterey. The City anticipates that it will commence construction of the proposed Project on or after January 1, 2017. Any modification to the term of the Temporary Construction Easement shall be in writing executed by both parties.

3. **Scope of Temporary Construction Easement.** The 90 square foot Temporary Construction Easement is for the use by the City, its contractors, subcontractors, employees and agents for the above-referenced approximate 18-month period to facilitate the City’s construction of the proposed Project, including but not limited to the construction of the sidewalk and related improvements, and the City’s proposed construction of a planter in the right of way along the Broadway Avenue frontage of Grantors’ Property.

4. **No Liens.** The City agrees to keep the Temporary Construction Easement free of any liens, including without limitation, liens by contractors, subcontractors, or suppliers, engineers, architects, surveyors or others that may have lien rights for work arising out of the City's use of the Temporary Construction Easement in connection with the construction of the proposed Project. If any such lien is filed on Grantor's Property in connection with the City's use of the Temporary Construction Easement, the City will, at its sole cost and expense, have the lien released and discharged of record in a matter satisfactory to the Grantor within thirty (30) calendar days of receiving notice of the lien. If the City fails to remove the lien within such thirty (30) day period, Grantor will have the right to remove the lien, and City, upon demand, will reimburse the Grantor for all reasonable costs and expenses, including without limitation reasonable attorney's fees incurred by Grantor in connection with such removal.

5. **City's Obligations At End of Term.** The City will replace with material of like kind and quality any improvements and/or landscaping that are damaged in the area of the Temporary Construction Easement in connection with the City's use of the Temporary Construction Easement or construction of the proposed Project. Further, upon the expiration of the term of the Temporary Construction Easement the City agrees to take such actions as reasonably necessary to evidence and give effect to the extinguishment of the easement and the relinquishment of the City's rights and interests in the Temporary Construction Easement pursuant to this Agreement.

6. **Notices.** All notices and demands will be given in writing by certified mail, postage prepaid, and return receipt requested, by personal delivery, or by Federal Express. Notices will be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with Federal Express. The Parties will address such notices as provided below or as may be amended by written notice:

GRANTEE: City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attention: City Manager

GRANTORS: Mary Alice Cerrito, as to an Undivided 50% Interest
Post Office Box 1877
Monterey, California 93942-1877

Roger L. Brown and Gloria Brown, or their Successors
As Trustees of the Roger and Gloria Brown Family Trust
Under Declaration of Trust Dated August 31, 2006 as to an
Undivided 50% Interest
44 Alta Mesa Circle
Monterey, California 93940-4610

7. **Miscellaneous Provisions.**

a. *Governing Law.* This Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, shall be interpreted

according to the applicable rules of interpretation of contracts under the laws of the State of California, and not the substantive law of another state or the United States or federal common law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

b. *Entire Agreement.* This Agreement, together with the Purchase and Sale Agreement, contains the entire agreement between Grantor and Grantee regarding the Temporary Construction Easement. No person is authorized to make, and by execution hereof Grantor and Grantee acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no such agreement, statement, representation or promise not contained in said Purchase and Sale Agreement and this Temporary Construction Easement.

c. *Amendments.* Any amendments to this Agreement will be effective only by a writing executed by all Parties to this Agreement.

d. *Successors and Assigns.* This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

e. *Counterparts, Facsimile and Electronic Signatures.* This Agreement may be executed in whole or in counterparts, which together shall constitute the entire Agreement. Facsimile or electronic signatures/counterparts to this Agreement shall be effective as if the original signed counterpart were delivered.

f. *Legal Representation.* Each of the Parties acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed this Agreement after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of any of the Parties not so represented; and, prior to executing this Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters that are the subject of this Agreement.

g. *Attorneys' Fees.* If either of the Parties hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other Party, the prevailing Party, whether by suit, negotiation, arbitration or settlement will be entitled to recover reasonable attorneys' fees from the other Party.

h. *Severability.* If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

IN WITNESS WHEREOF, the Grantor and the City have entered into this Agreement as of the date it is fully executed by the Parties.

GRANTORS

Mary Alice Cerrito, as to an Undivided 50% Interest

Date: _____, 2016

By: _____
Mary Alice Cerrito

**Roger L. Brown and Gloria Brown, or their
Successors As Trustees of the Roger and
Gloria Brown Family Trust Under
Declaration of Trust Dated August 31, 2006
as to an Undivided 50% Interest**

Date: _____, 2016

By: _____
Roger L. Brown, Trustee

Date: _____, 2016

By: _____
Gloria Brown, Trustee

BUYER

City of Seaside, a municipal corporation

Dated: _____, 2016

By: _____
Ralph Rubio, Mayor

Approved as to Form:

ATTEST:

Dated: _____, 2016

By: _____
Lesley Milton, City Clerk

By: _____
Don Freeman, City Attorney

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____
COUNTY OF _____ }

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____(Seal)
Signature

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____
COUNTY OF _____ }

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

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WITNESS my hand and official seal.

_____(Seal)
Signature

ACKNOWLEDGEMENT

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STATE OF _____
COUNTY OF _____ }

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____(Seal)
Signature

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

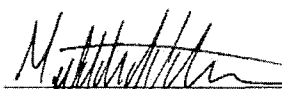
In or near APN 011-303-008

All that property situate in the City of Seaside, County of Monterey, State of California, being a portion of the property shown as Lots 17 and 19, in Block 13, on that certain map entitled "Map of Vista Del Rey Tract", filed for record January 30, 1905 in Volume No. 1 of Maps, "Cities & Towns", at Page 7, records of Monterey County, being more particularly described as follows:

COMMENCING at the northeasterly corner of said Lot 19, also being on the southerly right of way line of Broadway Avenue (80 feet wide), thence along said right of way line, North 86°55'42" West 1.98 feet to the **POINT OF BEGINNING**, thence continuing along said right of way line, North 86°55'42" West 30.00 feet, thence leaving said right of way line, the following three (3) courses and distances: (1) South 03°04'18" West 3.00 feet, (2) South 86°55'42" East 30.00 feet, and (3) North 03°04'18" East 3.00 feet to the **POINT OF BEGINNING**.

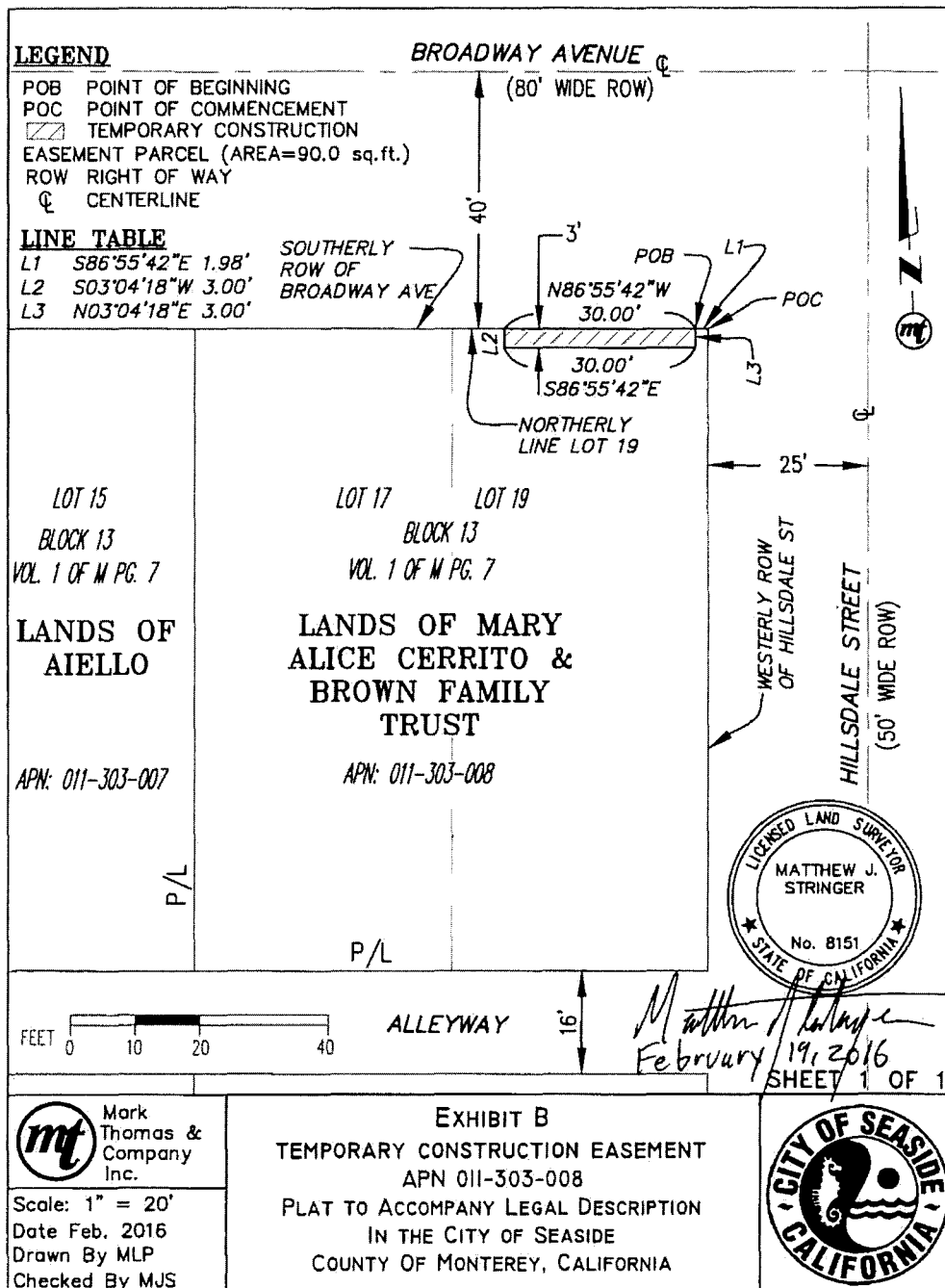
Containing 90.0 square feet, more or less.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Matthew J. Stringer, LS 8151



February 19, 2016
Date



CITY OF SEASIDE
Office of the City Clerk
440 Harcourt Avenue
Seaside, CA 93955

**CERTIFICATE OF ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT
DEED
(Govt. Code § 27281)
(Monterey County Tax Assessor's Parcel Number 011-303-008)**

This is to certify that the attached Temporary Construction Easement Agreement with a term of 18 months on, over, under and across the real property commonly known as 580 Broadway Avenue, Seaside, more particularly described in Exhibit "A" and depicted on Exhibit "B" to said Deed, is hereby accepted under the authority of the City Council of the City of Seaside and the City of Seaside consents to the recordation thereof by its duly authorized officer.

Dated: _____, 2016 City of Seaside, a municipal corporation

ATTEST: By: _____

By: _____ Title: _____
Lesley Milton, City Clerk

APPROVED AS TO FORM:

By: _____
Don Freeman, City Attorney

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attention: City Clerk's Office

SPACE ABOVE FOR RECORDER'S USE

[X] Portions of APN 011-303-008

This Instrument is for the benefit of the City of Seaside and is exempt from Recording Fees (Govt. Code § 27383), Filing Fees (Govt. Code § 6103), and Documentary Transfer Tax (Rev & Tax Code § 11922).

**DEED OF TRANSFER OF VEHICULAR ACCESS AND
VEHICULAR ABUTTER'S RIGHTS
(Along Broadway Avenue)**

Grantors Mary Alice Cerrito, as to an Undivided 50% Interest and Roger L. Brown and Gloria Brown, or their Successors As Trustees of the Roger and Gloria Brown Family Trust Under Declaration of Trust Dated August 31, 2006 as to an Undivided 50% Interest (collectively "Grantors") are the record fee owners of that certain real property commonly known as 580 Broadway Avenue, Seaside, California, and identified as Monterey County Assessor's Parcel Number 011-303-008 ("Grantors' Property"). Grantors' Property is approximately 8,000 square feet in size and is located on the southwest corner of Broadway Avenue and Hillsdale Street. Grantors' Property is improved with an approximate 3,795 square foot multi-tenant single-story wood frame commercial retail building constructed in 1955 and with an on-site parking lot that can accommodate up to eight vehicles.

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, Grantors hereby grant to the City of Seaside, a California municipal corporation, any and all rights of vehicular access and vehicular abutter's rights described more particularly on Exhibit "A" and depicted on Exhibit "B" hereto from Grantors' Property along, to, over and through Broadway Avenue, as Broadway now exists or may be modified in the future, along the entire Broadway Avenue frontage of Grantors' Property as now abuts or in the future may abut such Broadway Avenue. The purpose and intent of this conveyance is to extinguish now and forever, any vehicular access rights and vehicular abutters rights that Grantors' Property currently has to Broadway Avenue and may have to Broadway Avenue in the future. Exhibits "A" and "B" are attached hereto and incorporated herein by this reference.

This Deed for Transfer of Vehicular Access and Vehicular Abutter's Rights is binding on Grantors' and Grantors' successors and assigns.

This Deed of Transfer of Access and Abutter's Rights does not impact the rights of pedestrian access, if any, from the Property to, over and through Broadway Avenue.

In witness whereof, Grantors have executed this Deed for Transfer of Access and Abutter's Rights as of the date set forth below.

GRANTORS

Mary Alice Cerrito, as to an Undivided 50% Interest

Date: July 12, 2016

By: Mary Alice Cerrito
Mary Alice Cerrito

Roger L. Brown and Gloria Brown, or their Successors As Trustees of the Roger and Gloria Brown Family Trust Under Declaration of Trust Dated August 31, 2006 as to an Undivided 50% Interest

Date: July 12, 2016

By: Roger L. Brown
Roger L. Brown, Trustee

Date: July 12, 2016

By: Gloria Brown
Gloria Brown, Trustee

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

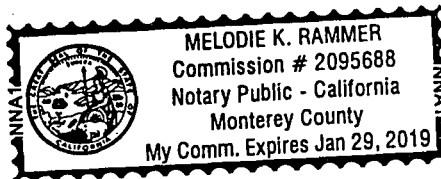
STATE OF California
COUNTY OF Monterey }

On July 12, 2016, before me, Melodie K. Rammer, Notary Public, personally appeared Mary Alice Cerrito, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melodie K. Rammer (Seal)
Signature



ACKNOWLEDGEMENT

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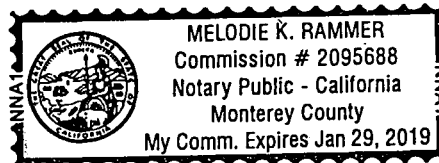
State of California
COUNTY OF Monterey }

On July 12, 2016, before me, Melodie K. Rammer, Notary Public,
personally appeared Roger L. Brown,
Trustee who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and
that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State Of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Melodie K. Rammer (Seal)
Signature



Signature

ACKNOWLEDGEMENT

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STATE OF California
COUNTY OF Monterey }

On July 12, 2016, before me, Melodie K. Rammer, Notary Public, personally appeared Gloria Brown, Trustee who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melodie K. Rammer (Seal)
Signature

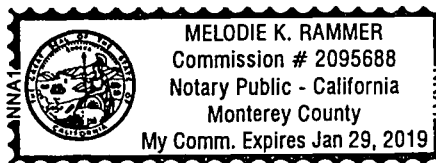


EXHIBIT "A"
LEGAL DESCRIPTION
ACCESS CONTROL

In or near APN 011-303-008

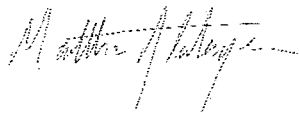
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The northerly lines of said Lots, also being on the southerly right of way line of Broadway Avenue (80 feet wide).

This conveyance is made for the purposes of City right of way improvements and the grantor hereby releases and relinquishes to the grantee vehicular access and vehicular abutter's rights appurtenant to grantor's property in and to said City right of way over and across above described lines.

This Deed of Transfer of Access and Abutter's Rights does not impact the rights of pedestrian access, if any, from the Property to, over and through Broadway Avenue.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

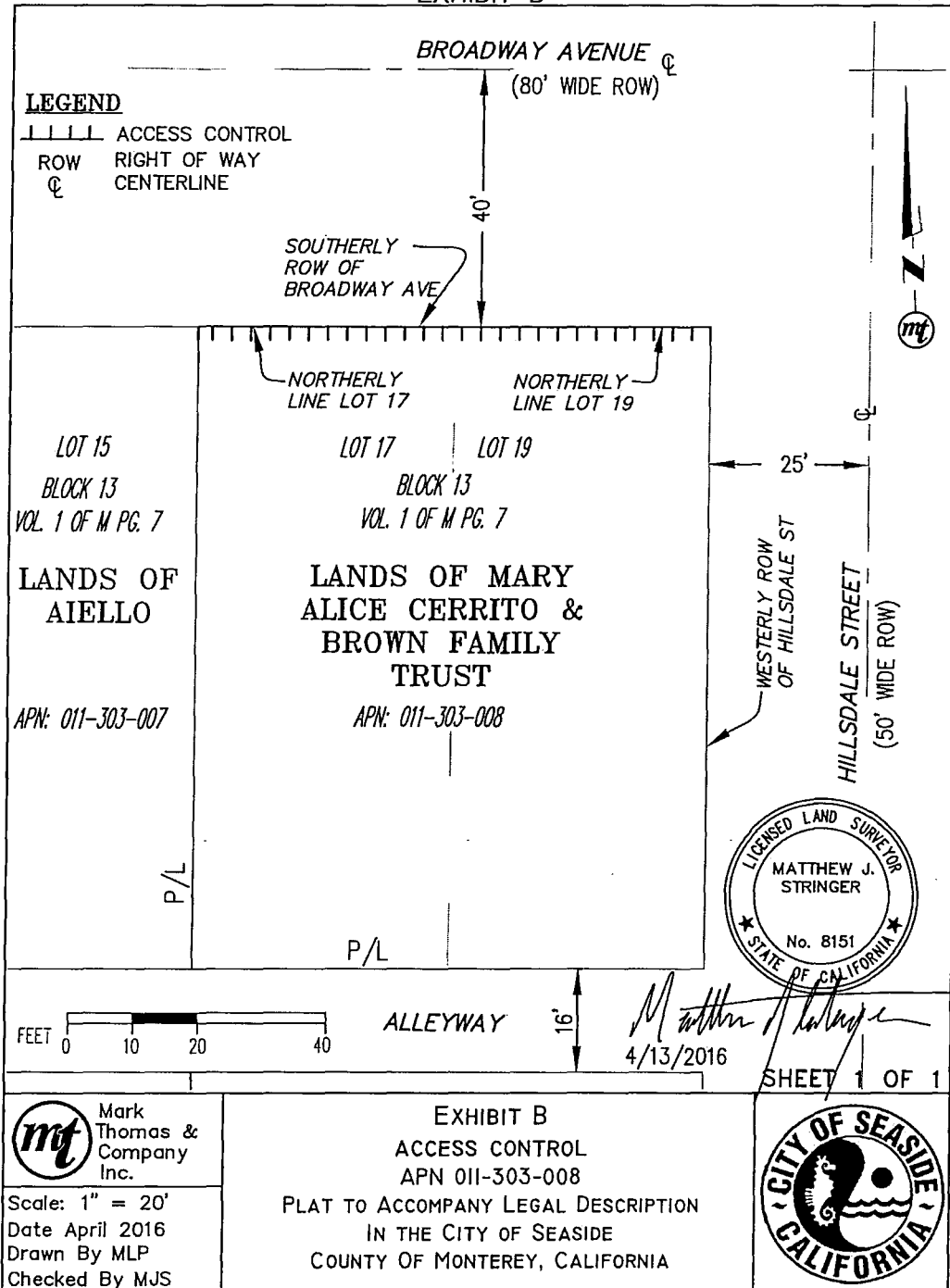


Matthew J. Stringer, LS 8151



April 13, 2016
Date

EXHIBIT "B"



CITY OF SEASIDE
Office of the City Clerk
440 Harcourt Avenue
Seaside, CA 93955

CERTIFICATE OF ACCEPTANCE OF GRANT DEED
(Govt. Code § 27281)
(Monterey County Tax Assessor's Parcel Number 011-303-008)

This is to certify that the attached Deed of Transfer of Vehicular Access and Vehicular Abutter's Rights (Along Broadway Avenue), which grants to the City of Seaside any and all rights of vehicular access and vehicular abutter's rights of the real property commonly known as 580 Broadway Avenue, Seaside, to, over and through Broadway Avenue, as Broadway now exists or may be modified in the future, along the entire Broadway Avenue frontage of said property as now abuts or in the future may abut such Broadway Avenue described more particularly on Exhibit "A" and depicted on Exhibit "B" to said Deed, is hereby accepted under the authority of the City Council of the City of Seaside and the City of Seaside consents to the recordation thereof by its duly authorized officer.

Dated: _____, 2016

City of Seaside, a municipal corporation

ATTEST:

By: _____

By: _____
Lesley Milton, City Clerk

Title: _____

APPROVED AS TO FORM:

By: _____
Don Freeman, City Attorney

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attention: City Clerk's Office

SPACE ABOVE FOR RECORDER'S USE

[X] Portions of APN 011-303-008

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TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is entered into by and between Mary Alice Cerrito, as to an Undivided 50% Interest and Roger L. Brown and Gloria Brown, or their Successors As Trustees of the Roger and Gloria Brown Family Trust Under Declaration of Trust Dated August 31, 2006 as to an Undivided 50% Interest (collectively "Grantors") and the City of Seaside, a municipal corporation ("City" or "Grantee") and is effective as of the date it is fully executed. Grantors and Grantee are referred to below collectively as the "Parties".

This Agreement is based on the following facts, which are incorporated herein by this reference:

A. Grantors are the record fee owners of the real property commonly known as 580 Broadway Avenue, Seaside, California, and identified as Monterey County Assessor's Parcel Number 011-303-008 ("Grantors' Property"). Grantors' Property is approximately 8,000 square feet in size and is located on the southwest corner of Broadway Avenue and Hillsdale Street. Grantors' Property is improved with an approximate 3,795 square foot multi-tenant single-story wood frame commercial retail building constructed in 1955 and with an on-site parking lot that can accommodate up to eight vehicles.

B. Grantors and the City have entered into a Purchase and Sale Agreement for the City's purchase of (i) vehicular abutter's rights and vehicular access rights of the larger parcel along Broadway Avenue and (ii) an approximate 90 square foot temporary construction easement with a term of 18 months on the larger parcel for a public use in connection with the West Broadway Urban Village Infrastructure Improvements ("proposed Project"). The proposed Project will construct certain infrastructure improvements consistent with the West Broadway Urban Village Specific Plan. Specifically, the proposed Project will construct streetscape, utility, roadway, and intersection improvements along Broadway Avenue from Fremont and Del Monte Boulevards. The proposed Project will develop pedestrian and bicycle amenities along

Broadway Avenue between Fremont and Del Monte Boulevards and upgrade public utilities within the public right of way. The City will also construct a planter in the City's right of way along the Broadway Avenue frontage of Grantors' Property. The construction of the proposed Project will require the acquisition of the subject vehicular abutter's rights and vehicular access rights from the larger parcel and the approximate 90 square foot temporary construction easement with a term of 18 months to facilitate the construction of the proposed Project. The City's proposed acquisition of the subject vehicular abutter's rights and vehicular access rights will eliminate the driveway on the Broadway Avenue side of the larger parcel and vehicular ingress/egress rights to Broadway Avenue. Pedestrian access rights are not impacted.

C. Pursuant to said Purchase Agreement, the City is acquiring an approximate 90 square foot temporary construction easement with a term of 18 months ("Temporary Construction Easement") to facilitate the construction of the proposed Project described more particularly on Exhibit "A" labeled "Legal Description Temporary Construction Easement" and depicted on Exhibit "B" labeled "Temporary Construction Easement", which are attached hereto and incorporated herein by this reference.

NOW THEREFORE, for a valuable consideration receipt and sufficiency of which is hereby acknowledged, Grantors and the City agree to the following:

1. **Grant of 90 square foot Temporary Construction Easement.** Grantors hereby grant to the City, its successors and assigns, that approximate 90 square foot Temporary Construction Easement with a term of 18 months on, over, under and across Grantor's Property in the County of Monterey, State of California described more particularly on Exhibit "A" and depicted on Exhibit "B" hereto, which are incorporated herein by this reference.

2. **Term of Temporary Construction Easement.** The term of the Temporary Construction Easement will commence thirty days from the date the City provides written notice to Grantors that it intends to commence the construction of the proposed Project. The "commencement date" is the thirtieth day after the date of the City's notice. The term of the Temporary Construction Easement will end on the earlier of (i) eighteen months from the commencement date or (ii) the date on which the City records a notice of termination of the Temporary Construction Easement in the Official Records of the County of Monterey. The City anticipates that it will commence construction of the proposed Project on or after January 1, 2017. Any modification to the term of the Temporary Construction Easement shall be in writing executed by both parties.

3. **Scope of Temporary Construction Easement.** The 90 square foot Temporary Construction Easement is for the use by the City, its contractors, subcontractors, employees and agents for the above-referenced approximate 18-month period to facilitate the City's construction of the proposed Project, including but not limited to the construction of the sidewalk and related improvements, and the City's proposed construction of a planter in the right of way along the Broadway Avenue frontage of Grantors' Property.

4. **No Liens.** The City agrees to keep the Temporary Construction Easement free of any liens, including without limitation, liens by contractors, subcontractors, or suppliers, engineers, architects, surveyors or others that may have lien rights for work arising out of the City's use of the Temporary Construction Easement in connection with the construction of the proposed Project. If any such lien is filed on Grantor's Property in connection with the City's use of the Temporary Construction Easement, the City will, at its sole cost and expense, have the

lien released and discharged of record in a matter satisfactory to the Grantor within thirty (30) calendar days of receiving notice of the lien. If the City fails to remove the lien within such thirty (30) day period, Grantor will have the right to remove the lien, and City, upon demand, will reimburse the Grantor for all reasonable costs and expenses, including without limitation reasonable attorney's fees incurred by Grantor in connection with such removal.

5. **City's Obligations At End of Term.** The City will replace with material of like kind and quality any improvements and/or landscaping that are damaged in the area of the Temporary Construction Easement in connection with the City's use of the Temporary Construction Easement or construction of the proposed Project. Further, upon the expiration of the term of the Temporary Construction Easement the City agrees to take such actions as reasonably necessary to evidence and give effect to the extinguishment of the easement and the relinquishment of the City's rights and interests in the Temporary Construction Easement pursuant to this Agreement.

6. **Notices.** All notices and demands will be given in writing by certified mail, postage prepaid, and return receipt requested, by personal delivery, or by Federal Express. Notices will be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with Federal Express. The Parties will address such notices as provided below or as may be amended by written notice:

GRANTEE: City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attention: City Manager

GRANTORS: Mary Alice Cerrito, as to an Undivided 50% Interest
Post Office Box 1877
Monterey, California 93942-1877

Roger L. Brown and Gloria Brown, or their Successors
As Trustees of the Roger and Gloria Brown Family Trust
Under Declaration of Trust Dated August 31, 2006 as to an
Undivided 50% Interest
44 Alta Mesa Circle
Monterey, California 93940-4610

7. **Miscellaneous Provisions.**

a. *Governing Law.* This Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, shall be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California, and not the substantive law of another state or the United States or federal common law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

b. *Entire Agreement.* This Agreement, together with the Purchase and Sale Agreement, contains the entire agreement between Grantor and Grantee regarding the Temporary Construction Easement. No person is authorized to make, and by execution hereof Grantor and Grantee acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no such agreement, statement, representation or promise not contained in said Purchase and Sale Agreement and this Temporary Construction Easement.

c. *Amendments.* Any amendments to this Agreement will be effective only by a writing executed by all Parties to this Agreement.

d. *Successors and Assigns.* This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

e. *Counterparts, Facsimile and Electronic Signatures.* This Agreement may be executed in whole or in counterparts, which together shall constitute the entire Agreement. Facsimile or electronic signatures/counterparts to this Agreement shall be effective as if the original signed counterpart were delivered.

f. *Legal Representation.* Each of the Parties acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed this Agreement after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of any of the Parties not so represented; and, prior to executing this Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters that are the subject of this Agreement.

g. *Attorneys' Fees.* If either of the Parties hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other Party, the prevailing Party, whether by suit, negotiation, arbitration or settlement will be entitled to recover reasonable attorneys' fees from the other Party.

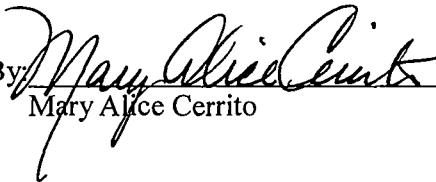
h. *Severability.* If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

IN WITNESS WHEREOF, the Grantor and the City have entered into this Agreement as of the date it is fully executed by the Parties.

GRANTORS

Mary Alice Cerrito, as to an Undivided 50% Interest

Date: July 12, 2016

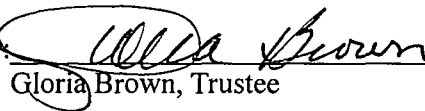
By: 
Mary Alice Cerrito

Roger L. Brown and Gloria Brown, or their Successors As Trustees of the Roger and Gloria Brown Family Trust Under Declaration of Trust Dated August 31, 2006 as to an Undivided 50% Interest

Date: July 12, 2016

By: 
Roger L. Brown, Trustee

Date: July 12, 2016

By: 
Gloria Brown, Trustee

BUYER

City of Seaside, a municipal corporation

Dated: _____, 2016

By: _____
Ralph Rubio, Mayor

Approved as to Form:

ATTEST:

Dated: _____, 2016

By: _____
Lesley Milton, City Clerk

By: _____
Don Freeman, City Attorney

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

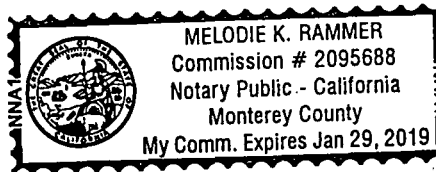
STATE OF California
COUNTY OF Monterey }

On July 12, 2016, before me, Melodie K. Rammer, Notary Public, personally appeared Mary Alice Cerrito, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melodie K. Rammer (Seal)
Signature



ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

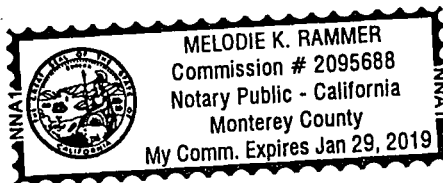
State of California
COUNTY OF Monterey }

On July 12, 2016, before me, Melodie K. Rammer, Notary Public,
personally appeared Roger L. Brown,
Trustee who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and
that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State Of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Melodie K. Rammer (Seal)
Signature



Signature

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California
COUNTY OF Monterey }

On July 12, 2016, before me, Melodie K. Rammer, Notary Public, personally appeared Gloria Brown, Trustee who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Melodie K. Rammer (Seal)
Signature

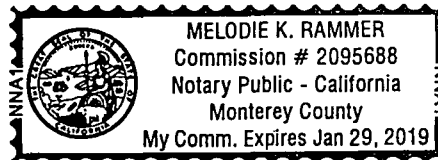


EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

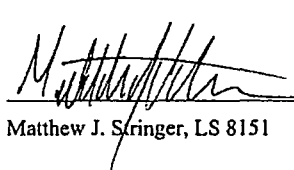
In or near APN 011-303-008

All that property situate in the City of Seaside, County of Monterey, State of California, being a portion of the property shown as Lots 17 and 19, in Block 13, on that certain map entitled "Map of Vista Del Rey Tract", filed for record January 30, 1905 in Volume No. 1 of Maps, "Cities & Towns", at Page 7, records of Monterey County, being more particularly described as follows:

COMMENCING at the northeasterly corner of said Lot 19, also being on the southerly right of way line of Broadway Avenue (80 feet wide), thence along said right of way line, North 86°55'42" West 1.98 feet to the **POINT OF BEGINNING**, thence continuing along said right of way line, North 86°55'42" West 30.00 feet, thence leaving said right of way line, the following three (3) courses and distances: (1) South 03°04'18" West 3.00 feet, (2) South 86°55'42" East 30.00 feet, and (3) North 03°04'18" East 3.00 feet to the **POINT OF BEGINNING**.

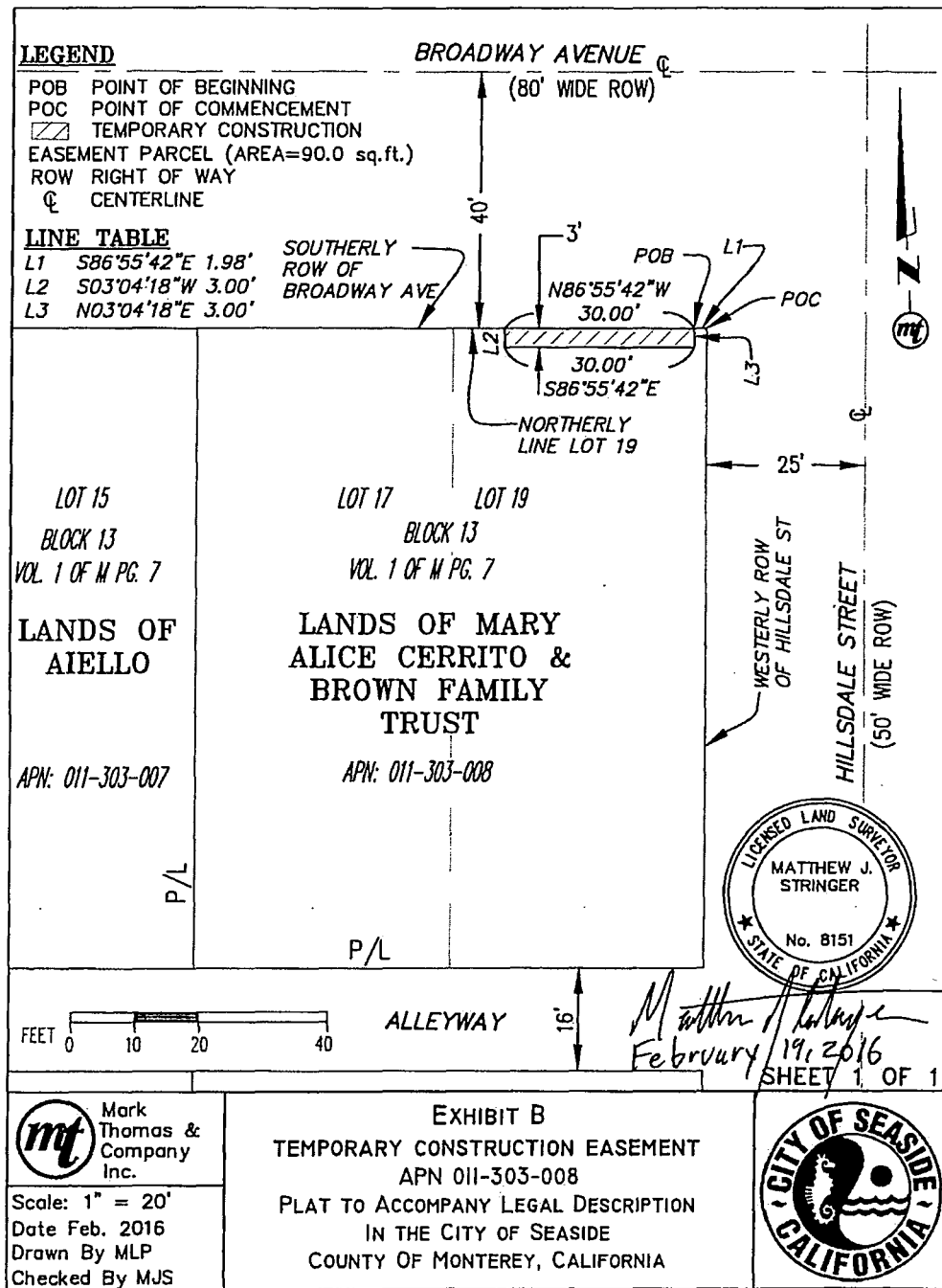
Containing 90.0 square feet, more or less.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Matthew J. Stringer, LS 8151

 February 19, 2016
Date

Page 1 of 1
W:\Seaside-SJ-15125-West Broadway Urban Village Phase I\Survey\Legal Descriptions\011-303-008_TCE



CITY OF SEASIDE
Office of the City Clerk
440 Harcourt Avenue
Seaside, CA 93955

**CERTIFICATE OF ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT
DEED
(Govt. Code § 27281)
(Monterey County Tax Assessor's Parcel Number 011-303-008)**

This is to certify that the attached Temporary Construction Easement Agreement with a term of 18 months on, over, under and across the real property commonly known as 580 Broadway Avenue, Seaside, more particularly described in Exhibit "A" and depicted on Exhibit "B" to said Deed, is hereby accepted under the authority of the City Council of the City of Seaside and the City of Seaside consents to the recordation thereof by its duly authorized officer.

Dated: _____, 2016 City of Seaside, a municipal corporation

ATTEST: By: _____

By: _____ Title: _____
Lesley Milton, City Clerk

APPROVED AS TO FORM:

By: _____
Don Freeman, City Attorney



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.J.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: August 4, 2016

SUBJECT: APPROVAL OF A FOURTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES WITH HARRIS & ASSOCIATES INC. FOR THE MONTEREY DOWNS DEVELOPMENT REVIEW TO INCREASE THE CONTRACT AMOUNT BY \$9,860 TO PROVIDE ASSISTANCE WITH FINALIZING THE CONDITIONS OF APPROVAL

PURPOSE

purpose of this item is for the City Council to consider executing a Fourth Amendment to the Agreement for Consultant Services (the "Contract") entered into between the City of Seaside (the "City") and Harris & Associates Inc. (the "Consultant") on March 25, 2015, to provide assistance with finalizing the Conditions of Approval for the Monterey Downs Vesting Tentative Map.

RECOMMENDATION

It is recommended that the City Council approve the attached resolution authorizing the City Manager to execute a Fourth Amendment to the Contract with Harris & Associates to provide assistance with finalizing the Conditions of Approval for the Monterey Downs Vesting Tentative Map. The contract amount will be increased by \$9,860. Therefore, the maximum amount payable to the Consultant under this Agreement is increased from \$62,110 to \$71,970 to be reimbursed by Monterey Downs, LLC.

BACKGROUND

On September 16, 2010, the City of Seaside, the Redevelopment Agency of the City of Seaside, and Monterey Downs, LLC (Applicant) entered into an Exclusive Negotiating

Agreement (ENA) for the potential development of approximately 550 acres of land on the former Fort Ord.

Under Section 9 of the ENA, the Developer (Monterey Downs) is to reimburse the City for its actual out-of-pocket costs and expenses in fulfilling its obligations under the ENA through a deposit of One Hundred Thousand Dollars (\$100,000) ("Reimbursement Funds"). Subsequently, on March 25, 2015, the City of Seaside entered into a Contract with Harris & Associates to provide peer review services for the Monterey Downs Vesting Tentative Map (VTM) and Stormwater Control Plan (SWCP) provided by the project applicant. On April 23, 2015, the scope of work and contract value were amended to include the review of additional documents supporting the VTM and SWCP. Contract Change Order #1 was issued to the Consultant increasing the contract value by \$6,195.00 to \$24,990.00. On June 18, 2015, the scope of work and contract value were amended to include a second round of reviews and additional meetings supporting the VTM and SWCP. Contract Change Order #2 was issued to the Consultant increasing the contract value by \$24,500.00 to 49,490.00. On October 15, 2015, the scope of work and contract value were amended to include preparation of the Conditions of Approval to the Monterey Downs Vesting Tentative Map. Contract Change Order #3 was issued to the Consultant increasing the contract value by \$12,620.00 to 62,110.00

FOURTH AMENDMENT TO HARRIS & ASSOCIATES CONTRACT

Harris worked with staff to prepare the Conditions of Approval for the Vesting Tentative Map. City staff requested that Harris provide a proposal to provide continued project support to respond to potential review comments from the City Planning Commission and City Council. On July 11, 2016, Harris & Associates submitted a letter requesting a scope of work and budget amendment to the Contract to incorporate additional scope of work requested by city staff. The letter cited the following reason justifying their request. Harris & Associates estimates that an additional \$9,860.00 is required to provide the requested services for finalizing the conditions of approval.

Staff has reviewed Harris & Associates' request and determined that the requested budget augmentation is justified based upon the proposed additional work and meetings. Therefore, it is recommended that the City Council approve the attached resolution authorizing the City Manager to execute a Fourth Amendment to the Contract with Harris & Associates to prepare Conditions of Approval.

FISCAL IMPACT

The approval of this Amendment will have no financial impact to the City's General Fund. Under Section 9 of the ENA, the Developer (Monterey Downs) is to reimburse the City for its actual out-of-pocket costs and expenses in fulfilling its obligations under the ENA through a deposit of One Hundred Thousand Dollars (\$100,000) ("Reimbursement Funds"). Reimbursable expenses include but are not limited to: (i) the cost of developing, reviewing and processing any general plan amendments and/or specific plan amendments for the Site; (ii) the cost of preparing, reviewing and processing the EIR; and (iii) the cost

of negotiating and preparing the DDA. Prior to the execution of the ENA, the Developer provided the City with the Reimbursement Funds deposit. The increased not to exceed contract amount of Seventy-One Thousand Nine Hundred Seventy Dollars (\$71,970) is reimbursed to the City of Seaside by the applicant under the ENA.

ATTACHMENTS

1. Resolution
 2. Exhibit A
-

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 THE CITY MANAGER TO EXECUTE A FOURTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES WITH HARRIS & ASSOCIATES INC. FOR PEER REVIEW SERVICES FOR THE MONTEREY DOWNS DEVELOPMENT REVIEW AND AUTHORIZING THE INCREASE OF THE CONTRACT AMOUNT BY \$9,860

WHEREAS, On September 16, 2010, the City of Seaside, the Redevelopment Agency of the City of Seaside, and Monterey Downs, LLC (Applicant) entered into an Exclusive Negotiating Agreement (ENA) for the potential development of approximately 550 acres of land on the former Fort Ord; and

WHEREAS, on March 25, 2015, the City entered into an Agreement for Consultant Services with Harris & Associates to provide peer review services for the Monterey Downs Vesting Tentative Map (VTM) and Stormwater Control Plan (SWCP) provided by the project applicant in an amount not to exceed Eighteen Thousand Seven Hundred Ninety-Five Dollars (\$18,795.00); and

WHEREAS, on April 23, 2015, the City issued Contract Change Order #1 in the amount of Six Thousand One Hundred Ninety Five Dollars (\$6,195.00) to Harris & Associates to include the review of additional documents supporting the Monterey Downs Vesting Tentative Map (VTM) and Stormwater Control Plan (SWCP). Change Order #1 increased the contract value to Twenty-Four Thousand Nine Hundred Ninety Dollars (\$24,990.00); and

WHEREAS, on June 18, 2015, the scope of work and contract value were amended to include a second round of reviews and additional meetings supporting the VTM and SWCP. Contract Change Order #2 was issued under City Council Resolution No. 15-85 to the Harris & Associates increasing the contract value by Twenty-Four Thousand Five Hundred Dollars \$24,500.00 to Forty-Nine Thousand Four Hundred Ninety Dollars (\$49,490.00); and

WHEREAS, on December 3, 2015, the scope of work and contract value were amended to include preparation of the Conditions of Approval for the VTM. Contract Change Order #3 was issued under City Council Resolution No. 15-110 to the Harris & Associates increasing the contract value by Twelve Thousand Five Hundred Dollars \$12,620.00 to Sixty-Two Thousand Six Hundred Twenty Dollars (\$62,110.00); and

WHEREAS, Harris & Associates has submitted a proposal to provide assistance with finalizing the Conditions of Approval for the first phase vesting tentative map and the map to be used by the applicant for financing; and

WHEREAS, the City desires to move forward with finalizing the vesting tentative map

and the map to be used for financing; and

WHEREAS, the approval of this Fourth Amendment will have no financial impact to the City's General Fund. Under Section 9 of the ENA, the Developer (Monterey Downs, LLC) is to reimburse the City for its actual out-of-pocket costs and expenses in fulfilling its obligations under the ENA through a deposit of One Hundred Thousand Dollars (100,000) ("Reimbursement Funds"). Reimbursable expenses include but are not limited to: (i) the cost of developing, reviewing and processing any general plan amendments and/or specific plan amendments for the Site; (ii) the cost of preparing, reviewing and processing the EIR; and (iii) the cost of negotiating and preparing the DDA. Prior to the execution of the ENA, the Developer provided the City with the Reimbursement Funds deposit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to execute a Fourth Amendment to the Agreement for Consultant Services with Harris & Associates attached hereto as Exhibit 'A' to increase the contract amount by Nine Thousand Eight Hundred Sixty Dollars (\$9,860) from Sixty-Two Thousand One Hundred Ten Dollars (\$62,110) to Seventy-One Thousand Nine Hundred Seventy Dollars (\$71,970).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 4th day of August 2016, 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

CONTRACT CHANGE ORDER #4
Agreement for Consultant Services
Monterey Downs Development Review

Change Requested by: X City Contractor

Contract Date

March 25, 2015

Project Name

Monterey Downs Development Review

To (Contractor): Harris & Associates (Harris), 2 Salinas Street, Suite B, Salinas, CA 93901

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

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

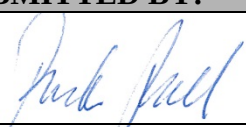
ADD the following text to **Section I, "Task Assignment,"** in **Exhibit A, Scope of Work.**

9. Assist with the preparation and presentation of Conditions of Approval for the Monterey Downs Vesting Tentative Map to the Planning Commission and City Council.

ADD to **Exhibit E, Proposal.** The following document is herewith by reference included in this contract as an attachment:

Exhibit 'E4' Scope and Cost Proposal submitted by Harris dated July 11, 2016.

Original Contract Amount	Previous CCO Total (Not including this CCO)	This CCO Total	Revised Contract Amount
\$18,795.00	\$43,315.00	\$9,860.00	\$71,970.00
Original Contract Time	Original Completion Date	CCO Days To Date (Including This CCO)	Revised Completion Date
12 months	March 12, 2016	365	March 12, 2017

SUBMITTED BY:		
	Rick Riedl City Engineer	July 25, 2016
Signature	Title	Date

CONTRACT CHANGE ORDER #4
Agreement for Consultant Services
Monterey Downs Development Review

CITY APPROVAL BY:		
	Craig Malin City Manager	
Signature	Title	Date

CONTRACTOR ACCEPTANCE BY:		
	Patrick Dobbins Practice Director	
Signature	Name and Title	Date



July 11, 2016

Rick Riedl, City Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Subject: Scope and Cost Estimate to Provide Development Review Services for the Monterey Downs Vesting Tentative Map and Stormwater Control Plan – Assistance with Finalizing Conditions of Approval (COA)
Consultant Services Contract - Task #1 CCO #4

Thank you for the opportunity to continue providing **Development Review Services** to the City of Seaside regarding the Monterey Downs Vesting Tentative Map (VTM) and Stormwater Control Plan (SCP). The following describes the tasks associated with Contract Change Order 4, which addresses the scope associated with the COA process.

Contact Change Order 4 (CCO 4)

1. **Conditions of Approval** – Harris has collaborated with City engineering staff to prepare draft Conditions of Approval (COA). The City has asked that Harris continue to assist engineering staff with addressing questions from other departments, including Planning Commission and City Council. Therefore, this task will include:
 - A. Harris coordination efforts to assist City engineering staff with finalizing the COA. This includes responding to City Department questions on Engineering COA and meeting with City staff as budget permits.
 - B. We will also attend one (1) Planning Commission meeting and one (1) City Council Meeting to assist engineering staff with questions from the public.

Our level of effort will be provided on an “hourly not-to-exceed” basis and is provided in **Exhibit A**.

Please contact Frank Lopez with any questions on our scope or cost estimate.

Thank you.

Regards,
HARRIS & ASSOCIATES, Inc.

Patrick Dobbins, PE, QSD
Director, Community Services

HARRIS & ASSOCIATES, Inc.

Frank S. Lopez, PE, QSD, CFM
Director, Community Services

Accepted:

By: City of Seaside

Date

Exhibit A

**City of Seaside - Monterey Downs Development
Vesting Tentative Map and Stormwater Control Plan Conditions of Approval (COA)
CCO #4 - COA Assistance**

Tasks	Hours	Estimated Cost
<u>1A. Coordination Efforts</u>		
Frank Lopez (Project Manager/Stormwater Engineer)	6.0	\$1,140.00
Scott Alman (Development Engineer)	16.0	\$3,600.00
Sub-Total:	22.0	\$4,740.00
<u>1B Attend Planning Commssion and City Council Meeting</u>		
Frank Lopez (Project Manager/Stormwater Engineer)	8.0	\$1,520.00
Scott Alman (Development Engineer)	16.0	\$3,600.00
Sub-Total:	24.0	\$5,120.00
		\$9,860.00

Please note this is an estimate for our efforts. It is difficult to estimate an exact number of hours to address questions related to the Engineering Department COA. Therefore, we based our estimate on an assumed level of effort, which will be billed on a time and material basis not to exceed the amount shown without City staff approval.





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.K.

TO: City Council

BY: Craig Malin, City Manager

DATE: August 4, 2016

**SUBJECT: ADOPT A RESOLUTION CONSENTING TO AN AMENDMENT OF
PARAGRAPH 7.02 OF THE MONTEREY REGIONAL WATER
POLLUTION CONTROL AGENCY (MRWPCA) JOINT POWERS
AGREEMENT TO SUPPORT A BORROWING AGREEMENT WITH
THE STATE WATER RESOURCES CONTROL BOARD**

PURPOSE

The MRWPCA Board is requesting that all member entities consent to the amendment of Paragraph 7.2 Joint Powers Agreement to support a borrowing agreement with the State Water Resources Control Board.

RECOMMENDATION

The MRWPCA recommends that the City Council approve this resolution consenting to the amendment of Section 7.02 of the JPA.

BACKGROUND

The Monterey Regional Water Pollution Control Agency (MRWPCA) is in the process of working with the State to facilitate a loan for the Pure Water Monterey Project. As a condition of the loan, the State is requiring the Agency to amend Section 7.02 of the existing Joint Powers Agreement (JPA). Section 7.02 states that the JPA shall not terminate or dissolve until all revenue bond debt incurred by the Agency for the construction or acquisition of the Regional Treatment has been fully paid or refinanced. The State is requesting that a similar clause be inserted to encompass any financing provided by the State Water Resources Control Board (SWRCB). This proposed action does not modify any substantive terms of the Agreement, other than assuring that both revenue bonds and SWRCB loans will be paid or refinanced prior to the termination of the JPA. A redlined copy of Section 7.02 and a draft resolution are attached for reference and use.

On July 25, 2016, the MRWPCA Board unanimously approved a resolution to amend Paragraph 7.02 of the JPA and requesting that all MRWPCA member entities consent to the amendment.

As a member entity, the (member entity's) approval is needed for the amendment to become effective and for MRWPCA to be able to proceed with the loan process.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Draft Resolution
-

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
CONSENTING TO AN
AMENDMENT TO PARAGRAPH 7.02 (“TERMINATION”)
OF THE MONTEREY REGIONAL WATER POLLUTION CONTROL
AGENCY (“MRWPCA”) JOINT EXERCISE OF POWERS AGREEMENT**

WHEREAS, The City of Seaside is a Member Agency of the MRWPCA; and

WHEREAS, as part of the financing arrangement to support construction of certain components of the Pure Water Monterey Groundwater Replenishment Project (“Project”), MRWPCA will be entering into a borrowing agreement with the State Water Resources Control Board (“SWRCB”); and

WHEREAS, the SWRCB has reviewed the MRWPCA Joint Exercise of Powers Agreement (“JPA Agreement”) and will require, as a condition of its loan to MRWPCA, an amendment to Paragraph 7.02 of the JPA Agreement to satisfy SWRCB that MRWPCA will not and cannot terminate the JPA Agreement until and unless all debt incurred by MRWPCA in connection with SWRCB financing has been fully amortized and retired or such debt is refinanced by MRWPCA or other successor agency; and

WHEREAS, Paragraph 7.07 of the JPA Agreement provides that it may not be amended without consent of all existing members of the MRWPCA at the time of amendment; and

WHEREAS, the MRWPCA Board of Directors has requested all existing members to consent to the aforescribed amendment to Paragraph 7.02, and the City Council of the City of Seaside desires to consent to said amendment as more particularly set out hereinbelow.

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

1. That this City Council hereby consents to an amendment to Paragraph 7.02 of the Monterey Regional Water Pollution Control Agency Joint Exercise of Powers Agreement, to read as follows:

“7.02 Termination. This Agreement may be terminated and the Agency dissolved by a two-thirds (2/3) vote of the Board of Directors, ratified by two-thirds (2/3) of the member agencies; provided, however, that there shall be no termination and dissolution unless the following two conditions are satisfied:
(1) any and all revenue bond debt incurred by the Agency for

the construction or acquisition of its regional sewerage facilities has been fully amortized and retired or such debt is refinanced by the MRCSD or other successor entity, and (2) any and all debt incurred by the Agency in connection with any financing provided by the State Water Resources Control Board has been fully amortized and retired or such debt is refinanced by the MRCSD or other successor entity.”

2. That upon passage and adoption of this Resolution No. ____, the [member agency clerk] shall transmit a certified copy of this resolution to the General Manager of MRWPCA.

3. That the Mayor is hereby authorized to sign any documents required to effect the amendment hereby consented to by The City of Seaside.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 4th day of August, 2016, by the following vote:

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

APPROVED:

ATTEST:

Ralph Rubio, Mayor

Lesley Milton-Rerig, City Clerk