



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, September 15, 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**

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

6. **PUBLIC AGENCY COMMUNICATIONS**

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

7. **PRESENTATIONS**

8. **CONSENT CALENDAR**

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

A. APPROVE MINUTES OF SEPTEMBER 1, 2016 REGULAR MEETING

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 August 23, 2016 through September 6, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of September 1, 2016 is requested. Total Account Payable and Payroll for the above referenced period is \$1,155,692.10.

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

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM ACTION COUNCIL OF MONTEREY COUNTY AND PALENKE ARTS FOR A YOUTH MUSIC AND DANCE SERIES

PURPOSE: The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000.00) request from the Action Council of Monterey County on behalf of Palenke Arts to sponsor a music and dance class series open to elementary, middle and high school students in Seaside.

RECOMMENDATION: It is recommended that the City Council approve this request.

D. APPROVE CONTRIBUTION REQUEST FROM MAYOR'S YOUTH FUND FOR COMMUNITY PARTNERSHIP FOR YOUTH'S AFTERSCHOOL PROGRAM

PURPOSE: The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000.00) request from Community Partnership for Youth for a donation from the Mayor's Youth Fund to help cover the costs of their Afterschool Program.

RECOMMENDATION: It is recommended that the City Council approve the request.

E. CONSIDER FEE WAIVER REQUEST FROM DELTA SIGMA THETA SORORITY FOR USE OF OLDEMEYER CENTER FOR TWO COMMUNITY EVENTS IN 2017

PURPOSE: The purpose of this item is to consider the request for a fee waiver by Delta Sigma Theta Sorority in the amount of \$2,068.50 (Two thousand, sixty eight dollars and fifty cents). These fees include room rentals fees for the Health Conference to be held in March 2017, and the annual Jabberwock to be held in April 2017.

RECOMMENDATION:

City Council direction is requested. Staff recommends the following:

1. City to waive all room rental fees totaling \$2,068.50 for two events.
2. Organization to provide the City with the non-refundable portion of the maintenance deposit: \$147.81 per event to total \$295.62
3. Organization to provide insurance coverage for both events.

F. FEE WAIVER REQUEST FROM SEASIDE HIGH SCHOOL FOR COSTS ASSOCIATED WITH THE ANNUAL HOMECOMING PARADE

PURPOSE: The purpose of this item is to consider the request from Seaside High School for a waiver of the costs for Public Works and Police services in the amount of Six Hundred Sixty Five dollars and Thirty-Eight cents (\$665.38) associated with the 2016 Homecoming Parade scheduled for October 7, 2016

RECOMMENDATION: It is recommended that the City Council approve the request.

G. APPROVE RESOLUTION AUTHORIZING THE CLOSURE OF YOSEMITE STREET, BETWEEN BROADWAY AND MENDOCINO AVENUE FOR THE SEASIDE FIRE DEPARTMENT OPEN HOUSE ON OCTOBER 8, 2016.

PURPOSE: For the City Council to review the closure of Yosemite Street between Broadway and Mendocino Avenue to ensure public safety during an 9-hour period for the Seaside Fire Department Open House on October 8, 2016.

RECOMMENDATION: That the City Council of the City of Seaside adopt a resolution approving the closure of Yosemite Street between Broadway and Mendocino Avenue to ensure public safety during the Fire Department event.

H. APPROVE RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH THE WALLACE GROUP TO DESIGN BICYCLE-SAFE STORM DRAIN GRATE REPLACEMENTS FOR A NOT TO EXCEED AMOUNT OF FIFTEEN THOUSAND NINE HUNDRED SEVENTY FOUR DOLLARS (\$15,974.00)

PURPOSE: The purpose of this item is for the City Council to consider approving a resolution authorizing an Amendment to the Agreement for Consultant Services (the “Contract”) between the City of Seaside (the “City”) and the Wallace Group (the “Consultant”) for a not to exceed amount of Fifteen Thousand Nine Hundred Seventy Four Dollars (\$15,974.00) to provide professional services for the preparation of plans and specifications for replacement of non-bicycle safe storm drain grates.

RECOMMENDATION: It is recommended that the City Council approve a resolution authorizing the City Manager to execute an Amendment to the Agreement for Consultant Services with the Wallace Group to provide professional services for preparation of plans and specifications for replacement of non-bicycle safe storm drain catch basin grates for a not to exceed amount of Fifteen Thousand Nine Hundred Seventy Four Dollars (\$15,974.00).

I. APPROVE RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN THE AMOUNT OF EIGHTY NINE THOUSAND SIX HUNDRED DOLLARS (\$89,600.00) FOR REPLACEMENT OF THE EMERGENCY GENERATOR AT THE SEASIDE FIRE STATION

PURPOSE: The purpose of this items is for the City Council to consider awarding a contract to Conte’s Generator Service in the amount of Eighty Nine Thousand Six Hundred Dollars (\$89,600) to replace the emergency generator system at the Seaside Fire Station.

RECOMMENDATION: It is recommended that the City Council adopt a resolution awarding a contract to Conte’s Generator Service in the amount of Eighty Nine Thousand Six Hundred Dollars (\$89,600) to replace the emergency generator system at the Seaside Fire Station and authorize the City Manager to execute the contract.

J. APPROVE RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE EXISTING LEASE WITH SPRINT FOR THE CELL SITE AT 1332 LASALLE AVENUE

PURPOSE: The purpose of this item is to provide the City Council an opportunity to review, consider and adopt a resolution authorizing the City Manager to sign a second amendment to the lease with Sprint for the cell site at 1332 LaSalle Avenue.

RECOMMENDATION: It is recommended that the City Council adopt the attached resolution authorizing the City Manager to sign a second amendment to the lease with Sprint for the cell site at 1332 LaSalle Avenue.

K. RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SEASIDE AND THE SEASIDE POLICE OFFICERS' ASSOCIATION

PURPOSE: The purpose of this item is to request the City Council approve a resolution adopting the Memorandum of Understanding (MOU) with the Seaside Police Officers' Association which has agreed to the terms of the proposed agreement.

RECOMMENDATION: It is recommended that the City Council approve the resolution adopting the Memorandum of Understanding with the Seaside Police Officers' Association.

L. APPROVE RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO PROVIDE STORM DRAIN MAINTENANCE SERVICES TO THE CITY OF CARMEL-BY-THE-SEA

PURPOSE: The purpose of the item is to have the City Council consider authorizing a Professional Services Agreement to provide storm drain maintenance outlined in the proposed agreement for the City of Carmel-By-The-Sea.

RECOMMENDATION: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a Professional Services Agreement to provide storm drain maintenance and other Public Works activities for the City of Carmel-By-The-Sea.

9. PUBLIC HEARING

A. SUBMISSION OF THE 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PURPOSE: The purpose of this item is for the City Council to receive the Consolidated Annual Performance Report (CAPER) for the City's Community Development Block Grant (CDBG) for Program Year 2015-2016 and to hear public comment prior to its submittal to the U.S. Department of Housing and Urban Development (HUD). The CAPER must be received by HUD no later than September 30, 2016.

RECOMMENDATION: It is recommended that the City Council receive the 2015-2016 CAPER and hear public comment prior to the document's submittal to HUD.

10. BUSINESS ITEMS

A. CONSIDER APPLICATION, DISCUSS AND PROVIDE DIRECTION ON NEW BINGO LICENSE FOR CHRISTIAN CONGREGATIONAL CHURCH OF AMERICAN SAMOA

PURPOSE: The purpose of this item is to provide the City Council an opportunity to review and consider a new bingo license application from the Christian Congregational Church of American Samoa to conduct bingo games in the City of Seaside.

RECOMMENDATION: It is recommended that the City Council consider the application and provide direction regarding a new Bingo license for the Christian Congregational Church of American Samoa located at 3286 Cove Way, Marina, CA to provide Bingo games at the Oldemeyer Center at 986 Hilby Ave. in Seaside.

RECESS CITY COUNCIL REGULAR MEETING AND RECONVENE JOINT SPECIAL MEETING

11. BUSINESS ITEMS

A. APPROVE RESOLUTION AUTHORIZING THE FINAL BUDGET ADJUSTMENTS OF THE 2015-2016 FISCAL YEAR

PURPOSE: The purpose of this item is to give the City Council and the Successor Agency Board an opportunity to review and approve a resolution authorizing the final budget adjustments of the 2015-2016 Fiscal Year.

RECOMMENDATION: It is recommended that the City Council and the Board of the Successor Agency approve the attached resolution adopting the 2015-2016 Final Budget Adjustments.

RECONVENE CITY COUNCIL REGULAR MEETING

12. 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.

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
October 6, 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.



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, September 1, 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 Pastor Britt from greater Vitory Temple lead the invocation

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Pastor Britt from Greater Victory Temple lead the invocation.

4. **REVIEW OF AGENDA**

No changes were requested.

5. **PUBLIC COMMENTS**

Mayor Rubio invited comments from the public.

- Paul Wolf spoke to the pending consideration of the Monterey Downs proposal expressing concern there has been no genuine discussion for this project and no options for true participation. He has not seen discussions that delineate costs that outweigh the impacts.
- Miriam Smith spoke in support of revising a youth council so youth will understand the process of government.
- Gertrude Smith spoke in support of both of the speakers, that the population does not feel included in City government. She hopes this project will be more inclusive and combat adult-ism.
- Francoise Avery speaking on behalf of Christine Laffillate, inviting residents to participate in the Seaside Voices Oral History Project at CSUMB, that will help students learn about the history of Seaside through long time Seaside Residents. The interviews will be 1.5 hours. Questions can be directed to Christine Laffillate 831-582-3889 or Seaside Art Commission at 899-6811.
- Stacy McGrady thanked the Council for the studies, evaluations and years of invested time into the Monterey Downs project. She spoke to the Salvation Army opening an adult rehabilitation center in the City of Seaside saying it has made a personal impact to her and her family and thanked the Council for encouraging it.
- Helen Rucker announced the event Youth Otter Know from 1-4 pm Saturday, welcoming the new CSUMB students to the City of Seaside letting them know how much we have to offer them. She invited the Council and the public to attend.
- Sue Hawthorne encouraged public participation in the government at all levels. And all should feel empowered and represented. She indicated the City Council will be deciding on the Monterey Downs project If you feel something you want put on the record, please come make your voice known.

Mayor Rubio spoke to the historic association of the Youth Council, which was active in the past, and there must be an adult leader and a diverse enough population to represent the whole community. The Monterey Down issue is coming forward to the Planning Commission and the City

Council, first through the EIR then as a project. He spoke to the plethora of opportunities for public input and that the City encourages participation in the process.

6. PUBLIC AGENCY COMMUNICATIONS

Police Chief Meyers reported on a new public outreach program of the Police department called Coffee With a Cop. Saturday, October 1st from 8 am to 10 AM at Carmel Valley Coffee Roasting members of the public can get to know your police officers and have a cup of coffee. This will be ongoing, once per month.

7. PRESENTATIONS

A. 2016 4TH OF JULY FIREWORKS AFTER-ACTION REPORT

Fire Chief Dempsey presented the after action report for the 4th of July holiday as it relates to fireworks enforcement. He outlined the public outreach that was done regarding safe and sane fireworks and the purpose of the surcharge. He outlined the response that was required as a result of the activity from the holiday indicating there were 29 fireworks related incidents, including two house fires. He did a comparison of calls which revealed there was not a significant increase of calls over the last few years for the Fire department. Public Works had eight staff to work overtime cleaning up the debris from the holiday. He indicated that there were 80 pounds of fireworks seized and 3 citations issued. Police Department overtime hours consisted of an additional 19 officers and command staff for 103.75 overtime hours. Chief Dempsey spoke to the fiscal impact of the holiday surcharge. Total surcharge revenue was \$20,618.66, with total expenditures \$20,371.30 after Police, Fire and Public Works efforts, leaving a \$247.36 surplus. Fire Chief Dempsey and Police Chief Myers answered questions from the Council.

On question, Chief Meyers spoke to the citations issued vs the quantity sized and she indicated that much was claimed without being able to cite due to the people refusing to acknowledge possession. Council Member Campbell also questioned the citations issued, and the direction to aggressively go after violators. He questioned if the City should decide to ban all fireworks, would that type of citation be much easier to enforce? Chief Myers indicated it is easier to enforce a ban because there are no such things as legal fireworks. If you are a property owner, any fireworks would be illegal and the property owner could be cited. Council Member Pacheco questioned how much the citation was issued for, Chief Myers will report back. The Council She did speak to Salinas' adopted social hosting regulations, the citizen vote, and was looking into the impact and specific details. They passed the social hosting ordinance that can impact the property owner. The results are not yet available if that was successful.

Mayor Pro Tem Oglesby requested clarification of what was collected so that they understand the severity of the fireworks that were confiscated. He spoke to the best efforts of the staff to keep the illegals off the streets. Mayor Rubio spoke to the idea of the ban in the City, and residents who advocate for each position and that he is looking forward to staff bringing forward some way to adjust the social hosting to have more teeth of enforcement with the laws.

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

Natalia Molina, Neighborhood Improvement Program Commissioner and Mayor Rubio presented Gerald and Patricia Smith with the House of the Month Award and thanked them for their efforts to beautify their neighborhood.

8. CONSENT CALENDAR

On motion by Council Member Campbell and seconded by Council Member Pacheco and passed by the following vote the City Council approved the Consent Calendar as presented with the exception of Item B.

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

A. APPROVE THE MINUTES FROM AUGUST 18, 2016

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Mayor Rubio invited public comments.

Felix Bachofner questioned the expenditures for the STEMA project and requested a report be agendized on the STEMA system project.

On motion by Council Member Alexander and seconded by Mayor Pro Tem Oglesby and passed by the following vote the City Council approved the item as presented.

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

C. ACCEPTANCE OF CALIFORNIA STATE FIREFIGHTERS' ASSOCIATION STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT FUNDS IN THE AMOUNT OF \$12,250.00 FOR THE PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT AND ENTRY LEVEL PHYSICALS FOR THE RESERVE FIREFIGHTERS.

Action: Approved and passed Resolution 16-79

9. PUBLIC HEARING

A. ADOPTION OF TEXT AMENDMENTS TO SECTION 17.12.030.A - TABLE 2-1 AND SECTION 17.52.030 OF TITLE 17 (ZONING CODE) OF THE SEASIDE MUNICIPAL CODE (SECOND READING – ROLL CALL VOTE)

City Manager Malin indicated this is a second reading of the item and asked if there was a need for further discussion.

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

Mayor Pro Tem Oglesby thanked staff for making the clarifying comments in the report.

On motion by Council Member Alexander and seconded by Council Member Pacheco and passed by the following vote the City Council passed by roll call vote passed Ordinance 1029.

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

10. BUSINESS ITEMS

A. APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF ONE OUTER TRAFFIC LANE IN EACH DIRECTION ON BROADWAY AVENUE FROM CALAVERAS STREET TO HILLSDALE STREET FOR PARK(ING) DAY 2016 ON SEPTEMBER 16, 2016.

Economic Program Manager Gloria Sterns provided the presentation speaking to her perspective of the excessive parking spaces around the City. She spoke to an urban movement to take over parking spaces to do active things in parking spaces and turning them into parklets. The movement is called Park(ing) day and this is the first time Seaside is going to be participating. The idea is to active the space down town and staff has been actively inviting people to participate. She spoke to the details of the event, limiting the scope of the project and the scope of the traffic from Hillsdale to Calaveras be reduced from 4 lanes to two lanes. There will be prizes for the best ones and she requested the Council participate as judges.

Council Member Alexander questioned if the traffic control will impact the PD staffing. Chief Meyers indicated that this will not prove to be a burden to the PD due to the limited scope of the event. Council Member Alexander questioned how this event is being promoted and how can people sign up. Ms. Sterns spoke to door to door outreach solicitation to businesses, organizations and individuals. The Council suggested many other local organizations for each out to in order to gain more participation. They spoke in support of the event and the exciting, fresh idea that this may rejuvenate the downtown area.

Mayor Rubio invited comments from the public.

- Felix Bachofner spoke in support of the event. He hoped the city will have a mechanism for tracking feedback for this, and that we may hear that people won't like the constrained capacity.
- Shane Anderson, Board of Directors for Monterey Regional Parks district said he is excited to see we are going to be adding more parks even if only for a few hours. He will try to get traction to get more people there.

On motion by Mayor Pro Tem Oglesby and seconded by Council Member Pacheco and passed by the following vote the City Council approved the item as presented.

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

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

Council Member Campbell thanked local Citizens for their feedback. He indicated he wants to hear more about the fireworks and requested polling citizens to see how they feels about them and the enforcement. He agreed the STEMA Camera update would be useful as well to get the public and Council up to speed. Regarding Monterey Downs Issues, he said there is opportunity for public input, and indicated the item will be before the Planning Commission on September 7th and the City Council study session on September 22nd and invited public comments. Council Member Alexander thanked the staff for working with FOSPA as they are trying to apply for a grant and staff has been responsive. This Tuesday, Seaside High will meet for the public safety academy for the a career pathway which is gathering steam. Fire Command staff and MPUSD Superintendent and schools will look to see how the City and the school district will make it work for both. It's a great partnership. Council Member Pacheco thanked the Highland Otis park committee and volunteers for

all their hard work. Mayor Pro Tem Oglesby spoke to the VTC Stand Down event. The veterans were able to get medical and legal issues resolved and obtain benefits they may not be getting. Both Council Member Pacheco and Mayor Pro Tem Oglesby spoke to the positive impact the Salvation Army rehabilitation center will have on our community. Mayor Rubio spoke to his experience at the Stand Down and is looking forward with working with the VTC to provide more affordable units for veterans, like last year. He spoke to the FORA Meeting, that would look at the organizations that would be responsible transcending the 2020 close out date, and who would carry on functions such as munitions removal and environmental conservation, and a simultaneous efforts to investigate the renewal of FORA by the Legislature. He was happy to hear Seaside High now provides laptops for their students.

12. ADJOURNMENT

On motion, the meeting was adjourned at 8:30 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: September 15, 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 August 23, 2016 through September 6, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of September 1, 2016 is requested. Total Account Payable and Payroll for the above referenced period is \$1,155,692.10.

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:

- \$850,134.01 from the Council Report (Payroll/Benefits)
- \$28,388.64 to City of Del Rey Oaks for Impact fee;

- \$16,524.10 to Palace Business Solutions for Police Sergeant's office furniture;
- \$46,241.98 to Pacific Gas & Electric for monthly utility services;
- \$28,484.22 to PNC Equipment Finance, LLC for PD vehicles and IT equipment leases;
- \$48,365.32 to The Dore Group for professional services on the Monterey Downs project.

The remaining checks, totaling \$137,553.83 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.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: September 15, 2016

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM ACTION COUNCIL OF MONTEREY COUNTY AND
PALENKE ARTS FOR A YOUTH MUSIC AND DANCE SERIES**

PURPOSE

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000.00) request from the Action Council of Monterey County on behalf of Palenke Arts to sponsor a music and dance class series open to elementary, middle and high school students in Seaside.

RECOMMENDATION

It is recommended that the City Council approve this request.

BACKGROUND

The Action Council, on behalf of Palenke Arts, is requesting a donation from the Mayor's Youth fund for three thousand dollars (\$3,000.00) in support of no-cost music and dance classes open to elementary, middle, and high school students in Seaside. These classes will be offered to King Elementary School students will include a Latin Jazz Ensemble for Seaside Middle- and High-School students in partnership with the Monterey Jazz Festival, a multi-age hip-hop dance classes led by CSUMB students, and an Afro-Cuban drumming workshop. The goal is to reach 100 participants throughout the year. All participants are residents of the City of Seaside.

These funds will primarily be used to pay for salaries for teachers and instructors of these classes. Based on the information provided, the application appears to meet the criteria for the Mayor's Youth Fund.

FISCAL IMPACT

This request would be funded by a donation from Green Waste Recovery Inc. donation to the Mayor's Youth Fund.

ATTACHMENTS

1. Palenke Arts Docs
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

CITY OF SEASIDE MAYOR'S YOUTH FUND APPLICATION

Name of Organization:

Action Council of Monterey County on behalf of Palenke Arts

Name of Individual Submitting Request:

Larry Imwalle, Executive Director, Action Council of Monterey County

Juan L. Sánchez, Program Coordinator, Palenke Arts

% Residents or Students of Seaside: 100%

of Participants: approx. 100

Ages of Participants: 12-18 yrs.

Mailing Address:

Action Council of Monterey County

295 Main St., Suite 300, Salinas, CA 93901

Phone Number:

Action Council of Monterey County 831.783.1244

Palenke Arts 831-333-6612

E-mail Address:

larry@actioncouncil.org

info@palenkearts.org

Description of Event (Attach Additional Information as Necessary)

The project for which we are requesting funding is a series of music and dance classes that will be started this Fall 2016 to be held at King Elementary, at a newly-renovated 2,000 sq.ft. space. We are planning to work in partnership with MPUSD, CSUMB's Service Learning Institute, and the Monterey Jazz Festival to offer no-cost music and dance classes to Seaside elementary, middle and high school students.

Our first set of classes will consist of a Latin Jazz Ensemble workshop geared towards Seaside Middle and High School students, a choral ensemble for elementary school students, a multi-age hip hop dance class, and an Afro-Cuban drumming class. Our

target goal for student involvement in these courses is 100 distinct participants throughout the year.

Description of how the use of the funds will be specifically used for youth groups activities/events

The funds from this grant will be used specifically to pay a percentage of the cost to hire a program coordinator, program assistant, and music and dance instructors. We will be offering weekly music and dance classes for Seaside middle-school and high-school students. The Palenke Arts program coordinator will hire, train and supervise professional music and dance educators who will teach those classes, supported by the program assistant and CSUMB service learning students. The weekly programs that will be implemented first are a Latin Jazz workshop for middle and high school students (in partnership with MJF will provide in-kind support in the form of sheet music, music stands and loaned instruments), a choral group class geared towards King Elementary students, a multi-age hip-hop dance class, an Afro-Cuban drumming workshop, and a music programming class.

In addition, we will be organizing, in partnership with the Monterey Bay Aquarium Free to Learn program, a series of multi-media workshops that will incorporate environmental themes such as ocean stewardship, the importance of reducing our carbon footprint, and recycled art for Palenke Arts participants.

Program Budget

(see attached)

Palenke Arts
Projected Budget for FY 2016-2017
Prepared for the City of Seaside Mayor's Youth Fund
Submitted August 13, 2016

PERSONNEL	<u>FY2017</u>	City of Seaside's Youth Fund
Teaching staff	\$30,000.-	\$2,000.-
Visiting Artists	\$2,500.-	\$0.-
Program Coordinator .5	\$25,000.-	\$460.-
Program Assistant .5	\$12,000.-	\$0.-
Administrative Assessment		
Action Council of Monterey County (8%)		\$240.-
SUBTOTALS	\$67,000.-	\$2,700.-
Other than personnel services	<u>FY2017</u>	<u>Com. Foundation Impact Grant</u>
Office expenses	\$1,000.-	\$0.-
Materials/supplies	\$1,500.-	\$300.-
Maintenance/inst.repair	\$500.-	\$0.-
Snacks	\$1,000.-	\$0.-
Building Lease	(in-kind/MPUSD)	\$0.-
SUBTOTALS	\$4,000.-	\$0.-
TOTALS	\$71,000	\$3,000.-

Projected Sources of Income for Palenke Arts Programs

Arts Council of Monterey C.Grants	\$6,500.-
Hewlett Packard Cultural Grant	\$3,500.-
Spadaro Foundation Grant	\$500.-
City of Seaside Youth Fund	\$3,000.-
Private Foundations (Dalton/Gumerlock)	\$20,000.-
Nancy Buck Ransom Foundation	\$12,000.-
Community Foundation Neighborhood Grant	\$4,000.-
<u>Community Foundation Impact Grant</u>	<u>\$12,000.-</u>
SUBTOTAL	\$61,500.-
Palenke Arts Festival Sponsorships/Revenue	\$3,500.-
Private donors	\$2,500.-
Membership dues	\$2,000.-
<u>Ticketed events</u>	<u>\$2,500.-</u>
SUBTOTAL	\$9,500.-
TOTAL Projected Budget for FY 2016-2017 : \$71,000.-	

Description of how your participation in this event or activity benefits youth and the City of Seaside.

We believe that the work of Palenke Arts strongly benefits the City of Seaside, specifically the youth. The role of the arts in the healthy development of children and teens is well documented. In Seaside, many families cannot afford private music, dance or visual arts courses for their children. The above-mentioned activities offered at the Palenke Arts Center will meet a need for high-quality after-school music and dance activities for Seaside's youth.

In fact, Palenke Arts conducted in June 2015 a survey of 144 Seaside High School students, about their interest in an arts center in Seaside and found that these teens were hungry for opportunities to express themselves through the arts. Ninety eight percent of respondents supported the idea of a Seaside arts center. The youth were interested in having and attending music classes, visual arts classes, a social gathering place, computer lab space, dance classes, and performing arts events. Clearly, the interest in an arts center in Seaside exists.

In addition, we believe that the city will benefit directly and indirectly from Palenke Arts. There are multiple studies that show that youth who participate in after-school arts programs do not engage in high-risk behaviors such as drug use and violence. Finally, we believe that Palenke Arts will add authentic cultural experiences and concerts to our already diverse city, and benefit the overall economy.

It is our hope that through a partnership with the City of Seaside, MPUSD, King Elementary, the Monterey Jazz Festival, the Arts Council of Monterey County and local foundations we will be able to launch a truly special project that will bring high-quality arts and music experiences for Seaside middle and high school students.

Thank you for your consideration!

*Total Amount Requested: \$3,000.-



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: September 15, 2016

**SUBJECT: APPROVE CONTRIBUTION REQUEST FROM MAYOR'S YOUTH
FUND FOR COMMUNITY PARTNERSHIP FOR YOUTH'S
AFTERSCHOOL PROGRAM**

PURPOSE

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000.00) request from Community Partnership for Youth for a donation from the Mayor's Youth Fund to help cover the costs of their Afterschool Program.

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

Community Partnership for Youth is requesting a Three Thousand Dollar (\$3,000) donation from the Mayor's Youth Fund to help cover the costs of their Afterschool Program, specifically in relation to salary support for mentors and supplies for students. Community Partnership for Youth provides many services to at-risk youth in Seaside, including homework support, reading assistance, one-on-one mentorships, and life-skills guidance along with other enrichment activities. The organization provides services at the following schools: Del Rey Woods Elementary School, Martin Luther King Jr. Elementary School, Highland Elementary School, Ord Terrace Elementary School, Seaside High School, Marina High School and the Life Long Learning Academy. Community Partnership for Youth expects to serve over 550 clients by July 1, 2017.

According to the information provided, Community Partnership for Youth will be using a donation from the Mayor's Youth Fund to cover costs associated with their newly formed Protect Our Planet Club, a group of students who spend time cleaning up the school campus a

few times a month.

This would be Community Partnership for Youth's second Mayor's Youth Fund request. They received their last Mayor's Youth Fund donation at the April 2, 2015 City Council meeting.

FISCAL IMPACT

If approved, this request would be funded by a yearly donation to the Mayor's Youth Fund from Green Waste Recovery Inc.

ATTACHMENTS

1. Mayor's Youth Fund Policy and Request from Community Partnership for Youth
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

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 Nancy Towne, Recreation Services, City of Seaside, 986 Hilby Avenue, Seaside, CA 93955.

Name of Organization: Community Partnership for Youth

% Residents or Students of Seaside: 99.3%

of Participants Ages: CPY currently provides services in four under-performing Title 1 elementary schools in MPUSD – Del Rey Woods, M.L. King, Jr., Highland, and Ord Terrace. In addition, CPY high school students attend Seaside, Monterey, Central and Marina High Schools. Since July 1st, 2016 CPY has served a total of **495 individuals**. The programs served the following demographics: 7% high school students; 19% middle school students; 74% K-5 students; 97.3% very low and low income; 2.6% moderate income; 42.8% female; 57.2% male; 4.4% African-American/ Black, 2.4% Asian, 2.6% White, 85.5% Hispanic/Latino; 3.8% Multi/Biracial; 6% Other and 1.1% South Pacific Islander. Please see attached Statistics from July 1, 2016 to date.

Address: 775 Kimball, Suite 101, Seaside, CA 93955

Phone Number: (831) 394-4279 **Cell:** (831) 595-1471

E-mail Address: respect@cpy.org

Description of Event (Attach Additional Information as Necessary)

The Mayor's Youth Fund Grant funds will be used for CPY's afterschool program. The majority of the funds will be used for our afterschool mentor/tutor program: salary support for mentor/tutors and supplies for students. Additional funds may be used to build solar-electric cars in our new Ramon Avila Technology & Design Center.

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)

In keeping with the recycling – the majority of our art projects are centered around recycled materials.

This summer a special club was formed "Protect Our Planet" (POP). Students met and did a clean-up of the school campus several times a week. Ms. Julie and Mr. Moe led the group and even had special badges that the students wore with pride.

CPY mentors and volunteers are very active in the Zero Waste Project. CPY staffs the West End, Big Sur Marathon/Half Marathon Expo and does the set up for the Cali-Roots and Jazz Festivals. They also participate in the neighbor clean-up for the Cali-Roots Festival.

Other Funding Sources:

Local Foundations such as Community Foundation, Monterey Peninsula Foundation, Nancy Buck Ransom Foundations etc. Individuals, events, service clubs and churches.

Please attach an explanation of what your particular event will do to benefit the City of Seaside. On-going programs throughout the year.

The community need to be addressed:

In a July 2016 survey of 221 participants in the CPY Summer Intersession: 53.4% had a family member die; 15.8% indicated they have had a family member killed; 32.6% know someone in jail or prison (23.6% parent, 6.9% sibling, 47.1% relative or friend); 23.1% have seen someone use drugs; 6.8% indicate they have been homeless (67% said they had lived with family or friends) and 52% live in a house and 23% live in an apartment with over six people (indicating that the respondent has very little or no space to call his/her own).

Activities to be conducted:

CPY offers a straightforward, principled approach to empowerment of Seaside's most vulnerable population – at-risk youth. Students learn and demonstrate the CPY Standards; are provided with homework and reading assistance and support; develop one-on-one mentor and peer-to-peer relationships, whereby they can practice and model the behaviors that will lead to personal success. Studies suggest that by instilling values on a consistent basis children will learn to change their behavior.

CPY expects to serve over 550 unduplicated clients by July 1.

The service scope for: life skills, one on one mentoring/tutoring, enrichment activities: over 500 hours after-school and 200 hours of summer enrichment. The Ramon Avila Technology and Design Center will be dedicated October 1st and a variety of programs that have been conducted by Community of Caring Monterey Peninsula are in the process coming under CPY.

See Mayor's Youth Fund Contribution Policy.

*Individual Recipients must include an itemized list of costs and total of all expenses associated with the request. Applications that are not complete will be returned.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: September 15, 2016

**SUBJECT: CONSIDER FEE WAIVER REQUEST FROM DELTA SIGMA THETA
SORORITY FOR USE OF OLDEMEYER CENTER FOR TWO
COMMUNITY EVENTS IN 2017**

PURPOSE

The purpose of this item is to consider the request for a fee waiver by Delta Sigma Theta Sorority in the amount of \$2,068.50 (Two thousand, sixty eight dollars and fifty cents). These fees include room rentals fees for the Health Conference to be held in March 2017, and the annual Jabberwock to be held in April 2017.

RECOMMENDATION

City Council direction is requested. Staff recommends the following:

1. City to waive all room rental fees totaling \$2,068.50 for two events.
2. Organization to provide the City with the non-refundable portion of the maintenance deposit: \$147.81 per event to total \$295.62
3. Organization to provide insurance coverage for both events.

BACKGROUND

The Monterey Peninsula Alumnae Chapter for Delta Sigma Theta Sorority, Inc. is proposing to hold two annual community events to include the Ms. Jabberwock event and the Health Conference in 2017. They are requesting fee waivers for both events. The purpose of the Ms. Jabberwock event is to act as a fundraiser for youth scholarships. The Health Conference (formerly known as Health Empowerment Conference) is geared towards men and women. The Health Conference is an informative event which will cover health issues and preventable health measures according to their Fee Waiver Request.

Both of these events have been held annually at the Oldemeyer Center and all fees were waived in the past. Staff recommends that the organization provide the non-refundable portion of the maintenance deposit and provide insurance coverage for both events. Those fees are deposited to the janitorial and maintenance fund to pay for the costs associated with the upkeep and maintenance of the facility.

FISCAL IMPACT

Should the City Council approve the request for full fee waivers for both events, the approximate fiscal impact is as follows:

Room Rental Costs: 21 Hours @ \$98.50 \$2,068.50

Non-Refundable Deposit: 2 @ \$147.81 \$ 295.62

TOTAL \$2,364.12

Should the City Council approve staff recommendation to waive all rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$2,068.50.

ATTACHMENTS

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: September 15, 2016

**SUBJECT: FEE WAIVER REQUEST FROM SEASIDE HIGH SCHOOL FOR
COSTS ASSOCIATED WITH THE ANNUAL HOMECOMING
PARADE**

PURPOSE

The purpose of this item is to consider the request from Seaside High School for a waiver of the costs for Public Works and Police services in the amount of Six Hundred Sixty Five dollars and Thirty-Eight cents (\$665.38) associated with the 2016 Homecoming Parade scheduled for October 7, 2016

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

Seaside High School is planning to hold their annual Homecoming Parade on Friday, October 7, 2016 at 3:15 p.m. A special Event Application and proof of insurance have been submitted for review by the Special Event Committee. The attached information details the specifics of this event.

A fee waiver request has been submitted by Seaside High School and the City Council has in the past voted to waive all fees for their annual homecoming parade. Therefore, staff is recommending approval of this request.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Police Fees:	\$515.00
Public Works Fees:	\$150.38

Total: \$665.38

ATTACHMENTS

1. Special Events Application & Fee Waiver Application
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

SPECIAL EVENT APPLICATION

Incomplete or illegible applications will not be processed. An application for a permit is NOT a permit.

ORGANIZATION NAME Seaside High
MAILING ADDRESS 2200 Noche Buena St Seaside
CONTACT NAME Rikae Ross PHONE# (831) 392-3250
PHONE# ex 2041

Names and phone numbers of person(s) in charge of the event who can be contacted on a 24-hour basis during the event.

EMAIL: krass@mpusd.k12.ca.us

EVENT NAME: Seaside High Homecoming Parade

Event Category ☐ Athletic/Recreation ☐ Concert/Performance ☐ Circus
☐ Celebration/Festival ☒ Parade/Procession/March ☐ Dance
☐ Carnival ☐ Other

Setup	Date	Time
Event Starts	Date <u>10/7/16</u>	Time <u>3:15</u>
Event Ends	Date <u>10/7/16</u>	Time <u>4:30</u>
Dismantle	Date	Time

SITE LOCATION Annual Parade Route

DESCRIPTION OF EVENT-PLEASE ATTACH SITE/ROUTE MAP

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

SHS → Noche Buena → San Pablo → Fremont
→ Ord Grove → Noche Buena → SHS

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for crowd control and internal security

Admin, Teachers, Liaisons will assist

NAME OF SECURITY ORGANIZATION (If required)

Please attach security contract.

[Signature]

SIGNS POSTED +200

OF PARTICIPANTS _____

IS THE EVENT OPEN TO THE PUBLIC? ☒ YES () NO

If no, please describe how the event will be restricted and indicate plan on detailed schematic.

IF ADMISSION IS TO BE CHARGED, WHAT IS THE PRICE OF TICKETS FOR THE EVENT? N/A

() NON-PROFIT 501 C(3) () 501 C(6) () COMMERCIAL-FOR PROFIT

() OTHER

Federal ID# _____

Event Benifiting: _____

WHAT CITY SERVICES DO YOU ANTICIPATE YOU WILL NEED? (IE., POLICE, FIRE, RECREATION, PUBLIC WORKS, ETC.)

Police - Public Works

Fire dept will be contacted to be in parade

METHOD OF TRASH COLLECTION/DISPOSAL AND PROVISION FOR ADDITIONAL SANITARY FACILITIES

no messes

PARKING ARRANGEMENTS:

Public Parking Needs

SPECIAL EQUIPMENT TO BE USED FOR PROPOSED EVENT. LIST ALL ELECTRICAL NEEDS YOU MAY REQUIRE

() P.A. System

() Generator(s)

() Amplified sound/music

() Booths

() Bleachers

() Cooking fuel

() Tents

() Banners

() Barricades

() Other _____

DO YOU INTEND TO SELL FOOD OR BEVERAGE?

() YES ☒ NO

If YES, please attach Health Department Food Vendor Certificate.

DO YOU INTEND TO SELL OTHER MERCHANDISE?

() YES (X) NO

of Vendors _____

Describe the type of merchandise.

WILL ALCOHOL BE SERVED? () YES (X) NO

WILL ALCOHOL BE SOLD? () YES (X) NO

If yes, please attach ABC license.

WILL EVENT INCLUDE MUSIC OR LIVE PERFORMANCES? () YES (X) NO

HOW WILL EVENT BE ADVERTISED AND PROMOTED?

SHS Website

WILL FILM, VIDEO, OR PHOTOGRAPHY BE INVOLVED WITH THE PRODUCTION OF THE EVENT?

only SHS Yearbook

OTHER PERTINENT INFORMATION OR SPECIAL REQUESTS

Inviting City Council and Mayor to Ride in Parade

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

Recreation and Community Activities Director within seven working days of receipt of form.

Permit Holder's Signature

Date 8/26/16

APPLICATION MUST INCLUDE:

Non-refundable Application Fee of \$90.00

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

Attach to application and mail to:

City of Seaside
Recreation Services
Attn: N. Towne
986 Hilby Avenue

Seaside, CA 93955
(831) 899-6801 (P)
(831) 899-6274 fax
email: towne.nancy@ci.seaside.ca.us

Specific Event

■ Conditions of Approval

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

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

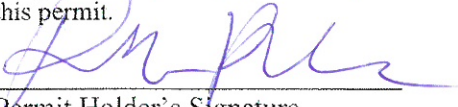
PROVISIONS

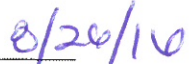
Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and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

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

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

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


Permit Holder's Signature

 
Title Date

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

- For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact

Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, P.O. box 810, Seaside, CA 93955.

Name of insurance agent _____ Agent's Name _____
Business Phone _____ Policy Number _____

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

■ _____ Date _____ Signature of Permit Holder _____

.....
Administrative Use Only

Sign Off

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

Department Comments

Special Event application form
Revised February 18, 2014



City of Seaside
FEE WAIVER REQUEST

Name of Applicant Rilee Ross Organization Seaside High
Address 2200 Niche Buena Seaside CA 93955
Street City State Zip
Home Phone (831) 392-3200 Cell Phone _____ Email Address rross@mpusd.k12
ex 2041 ca.us

Room(s) Requested Parade Route

Day(s) and Date(s) Requested 10/7/16

Hours Requested (include set-up time) 3:15-4:30 Estimated Attendance ±200

Description of Event Homecoming Parade

Special Instructions or Equipment to Be Brought In NONE

Reason for Requesting Fee Waiver

Student organization promoting
School Community through Parade

Have you received a Fee Waiver in the past? Yes ☒ No ☐

If so, what was the date of your event? 10/16/16

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? all SHS Students

What is your organization's tax identification number? 17-0320712

Is organization able to provide liability insurance? yes

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

Applicant Signature [Signature] Date 8/26/16

FOR OFFICE USE ONLY

Approved: _____
Denied: _____
Appealed: _____

Security Required? Yes ☐ No ☐ Notes: _____
Staff Approval: _____
Date: _____

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: September 15, 2016

**SUBJECT: APPROVE RESOLUTION AUTHORIZING THE CLOSURE OF
YOSEMITE STREET, BETWEEN BROADWAY AND MENDOCINO
AVENUE FOR THE SEASIDE FIRE DEPARTMENT OPEN HOUSE
ON OCTOBER 8, 2016.**

PURPOSE

For the City Council to review the closure of Yosemite Street between Broadway and Mendocino Avenue to ensure public safety during an 9-hour period for the Seaside Fire Department Open House on October 8, 2016.

RECOMMENDATION

That the City Council of the City of Seaside adopt a resolution approving the closure of Yosemite Street between Broadway and Mendocino Avenue to ensure public safety during the Fire Department event.

BACKGROUND

In previous years, the City Council has approved the closure of Yosemite Avenue between Broadway and Mendocino during an 9-hour period for the Seaside Fire Department Open House.

FISCAL IMPACT

None.

ATTACHMENTS

1. 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

**APPROVING THE CLOSURE OF YOSEMITE STREET, BETWEEN
BROADWAY AND MENDOCINO AVENUE FOR THE SEASIDE FIRE
DEPARTMENT OPEN HOUSE ON OCTOBER 8, 2016**

WHEREAS, the closing of Yosemite Street between Broadway and Mendocino Avenue is necessary for the Seaside Fire Department's annual Open House on Saturday, October 8, 2016; and

WHEREAS, it is necessary to close Yosemite Street, between Broadway and Mendocino Avenue to insure the safety of the public using this portion of road during the course of the 9-hour period (7:00 AM – 4:00 PM).

NOW, THEREFORE BE IT RESOVED, that the City Council of the City of Seaside does hereby approve the closure of Yosemite Street between Broadway and Mendocino Avenue to ensure the safety of the public using this portion of roadway during this Fire Department event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of September, 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.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: September 15, 2016

SUBJECT: APPROVE RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH THE WALLACE GROUP TO DESIGN BICYCLE-SAFE STORM DRAIN GRATE REPLACEMENTS FOR A NOT TO EXCEED AMOUNT OF FIFTEEN THOUSAND NINE HUNDRED SEVENTY FOUR DOLLARS (\$15,974.00)

PURPOSE

The purpose of this item is for the City Council to consider approving a resolution authorizing an Amendment to the Agreement for Consultant Services (the "Contract") between the City of Seaside (the "City") and the Wallace Group (the "Consultant") for a not to exceed amount of Fifteen Thousand Nine Hundred Seventy Four Dollars (\$15,974.00) to provide professional services for the preparation of plans and specifications for replacement of non-bicycle safe storm drain grates.

RECOMMENDATION

It is recommended that the City Council approve a resolution authorizing the City Manager to execute an Amendment to the Agreement for Consultant Services with the Wallace Group to provide professional services for preparation of plans and specifications for replacement of non-bicycle safe storm drain catch basin grates for a not to exceed amount of Fifteen Thousand Nine Hundred Seventy Four Dollars (\$15,974.00).

BACKGROUND

The City of Seaside is a member of Cal-JPIA which is an Insurance Joint Powers Authority. In response to a request by Cal-JPIA, on September 3, 2015, the City Council adopted Resolution No. 15-92 adopting a Performance Improvement Plan (PIP). Included within the PIP was a safety enhancement project to retrofit storm drain grates with new bicycle safe grates.

On May 19, 2016, the City of Seaside awarded an Agreement for Consultant Services to the Wallace Group for a not-to-exceed amount of Twenty Nine Thousand Six Hundred Ninety Eight Dollars (\$29,698.00) to conduct an inventory and assessment of storm drain catch basins and drain inlets within the original City limits (city limits prior to closure of the former Fort Ord). The purpose of this first phase of the project was to identify storm drain grates that are a hazard to bicyclists and represent a liability to the city. Based upon available documentation, the initial scope of work estimated 438 catch basins and 15 bubble-ups to be inventoried. The information gathered from the inventory and assessment phase is necessary to complete the design phase of the project. The final phase of the project will be a request for proposal to implement construction of replacement storm grates.

The Wallace Group conducted field assessment work between July 11th, 2016 and August 8th, 2016. The field survey consisted of locating each storm drain grate, measuring dimensions, photographing, and placing relevant data into an Excel spreadsheet and Graphical Information System map for later analysis. Through the process of this field survey, a total of 523 catch basins and bubble-ups were inventoried, approximately 70 more than originally anticipated.

On August 23, 2016, the Wallace Group completed the analysis of the field survey work and determined 368 of the 523 storm drain grates require replacement to alleviate the danger posed to bicyclists. The analysis further categorized storm drain grates into 6 general design types. Type 1 & 4 are bicycle safe and do not require replacement. Type 2 & 3 represent rectangular storm drain grates that are not bicycle safe and require replacement. Type 5 represents storm drain grates with non-standard dimensions which are not bicycle safe. Type 6 storm grates are circular and must also be replaced. See table 1 below for a summary of storm drain grate types.

Table 1. Storm Grate Types

Type	Description	Count	Bicycle Safe (Yes/No)
Type 1	Bicycle safe grates Caltrans type 18-8S & 24-10S	95	Yes
Type 2	Grate and curb cut with openings parallel to the curb 37.5" by 19.5"	244	No
Type 3	Grate and curb cut with openings perpendicular to the curb 37.5" by 19.5":	44	No
Type 4	Rectangular bicycle safe grates 40" by 23.25"	60	Yes
Type 5	Grates with non-standard dimensions	74	No
Type 6	Circular grates	6	No
Total		523	Yes - 155 No - 368

The contract amendment includes preparation of Plans, Specifications and Estimate (PS&E) to retrofit storm drain grates that are not bicycle safe. The scope of the contract amendment includes preparation of 60% draft and 100% final design construction details to upgrade deficient storm drain grates to current California Department of Transportation Bicycle Safe standard. Support during bidding and construction is also included.

It is recommended that the City Council approve a resolution authorizing the City Manager to

execute an Amendment to the Agreement for Consultant Services between the City of Seaside (the “City”) and the Wallace Group (the “Consultant”) for a not to exceed amount of Fifteen Thousand Nine Hundred Seventy Four Dollars (\$15,974.00) to provide professional services for the preparation of plans and specifications for replacement of storm drain grates.

ENVIRONMENTAL COMPLIANCE

Per Title 14 of the California Code of Regulations, Chapter 3, “Guidelines for Implementation of California Environmental Quality Act (CEQA),” Article 19, “Categorical Exemptions,” Section 15301, “Existing Facilities” the following actions are categorically exempt;

“... permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, ... involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. ... Examples include but are not limited to:

“Existing facilities of both investor and publicly owned utilities used to provide ... sewerage, or other public utility services.”

Evidence:

Based on the replacement of existing storm drain facilities would be a minor alteration to the existing storm drain utility then the Categorical Exemption outlined above is applicable.

FISCAL IMPACT

On October 15, 2015, the council approved Resolution 15-99 amending the 2015-2016 and 2016-2017 budgets to include \$120,000 for implementation of the storm drain grate retrofit to be funded from the Risk Management Performance Improvement account #502-0-5120-8126. The contract amount for the inventory and assessment phase was \$29,698.00. The consultant was able to complete this work approximately \$6,000 under budget, which included 70 additional storm grates assessments. The proposed contract amendment of Fifteen Thousand Nine Hundred Seventy Four Dollars (\$15,974.00) would be reimbursed on a time and material basis and total contract value of \$45,672 is within the project budget.

ATTACHMENTS

1. Attachment 1-Resolution
2. Attachment 2 - Contract Amendment

Reviewed for Submission to the
City Council by:



Meeting Date: September 15, 2016

Craig Malin, City Manager

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES WITH THE WALLACE GROUP FOR THE STORM DRAIN CATCH BASIN INVENTORY AND GRATE REPLACEMENT DESIGN PROJECT FOR AN AMOUNT NOT-TO-EXCEED FIFTEEN THOUSAND NINE HUNDRED SEVENTY FOUR DOLLARS (\$15,974.00)

WHEREAS, on September 3, 2015, at the request of Cal-JPIA, the City Council adopted a Performance Improvement Plan (PIP) to address potential liabilities that could adversely impact the City's insurance pool; and

WHEREAS, the PIP included a safety enhancement project to retrofit storm drain grates to make them bicycle safe; and

WHEREAS, the storm drain infrastructure was installed over many decades requiring an inventory and assessment of existing infrastructure be conducted; and

WHEREAS, On May 19, 2016 the City Council approved a contract with the Wallace Group in the amount of \$29,698.00 to conduct the inventory and assessment phase; and

WHEREAS, as a result of the inventory and assessment phase, 368 storm drain grates, requiring 25 separate design details have been identified; and

WHEREAS, the Wallace Group submitted a proposal to prepare design documents to retrofit the storm drain grates; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute an amendment, attached hereto, to the agreement for consultant services with the Wallace Group for an amount not-to-exceed Fifteen Thousand Nine Hundred Seventy Four Dollars (\$15,974.00) to provide professional services for the preparation of design documents for the replacement of storm drain grates.

PASSED AND ADOPTED at a regular meeting of the City council of the City of Seaside, State of California, on the 15th day of September, 2016, by the following vote:

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

APPROVED:

ATTEST:

Ralph Rubio, Mayor

Lesley Milton-Rerig, City Clerk

CONTRACT CHANGE ORDER #1
Agreement for Consultant Services
Storm Drain Catch Basin Inventory and Grate Replacement Design

Change Requested by: X City Contractor

Contract Date

June 2, 2016

Project Name

Storm Drain Catch Basin Inventory and Grate Replacement Design

To (Contractor): Wallace Group, 612 Clarion Ct., San Luis Obispo, CA 93401

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."

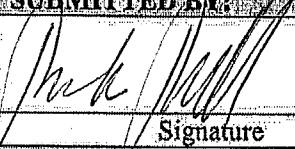
Consultant shall perform the tasks described and set forth in Exhibit A and Exhibit A1, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A and Exhibit A1.

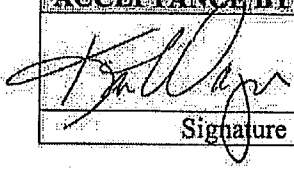
MODIFY the following text in Section 21, "Contents of Request for Proposal and Proposal."

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" and Exhibit "E1" hereto.

Original Contract Amount	Previous CCO Total (Not including this CCO)	This CCO Total	Revised Contract Amount
\$29,698	\$0.00	\$15,974.00	\$45,672.00
Original Contract Time	Original Completion Date	CCO Days To Date (Including This CCO)	Revised Completion Date
12 months	May 19, 2017	N/A	N/A

CONTRACT CHANGE ORDER #1
Agreement for Consultant Services
Storm Drain Catch Basin Inventory and Grate Replacement Design

SUBMITTED BY:		
	Rick Riedl, P.E. City Engineer	8/31/16
Signature	Title	Date
CITY APPROVAL BY:		
	Craig Malin City Manager	
Signature	Title	Date

CONTRACTOR ACCEPTANCE BY:		
	Kari Wagner, P.E. Director of Water Resources	8/31/16
Signature	Name and Title	Date

Agreement for Consultant Services
Storm Drain Catch Basin Inventory and Grate Replacement Design

EXHIBIT A1

SCOPE

1. Develop plans and technical specification(s) to be incorporated into an RFP for installation of bicycle safe grates.
 - a. Plans shall identify quantity, type and locations of replacement grates to be replaced.
 - b. Provide 60% Draft and 100% Final Design for design of twenty-five (25) storm drain details.
 - c. Plans and specifications shall provide for a bicycle safe grate inlet in conformance with Caltrans standard plan D77B (2015).
 - d. Includes development of a cover sheet, notes sheet, location map and details sheets.
 - e. Develop technical specifications, measure and payment and bid schedule.
 - f. Provide engineers cost estimate.
2. Provide project support during the bid phase.
 - a. Attend pre-bid meeting by phone to answer questions.
 - b. Provide guidance to City for Requests For Information from bidders.
 - c. City responsible for issuing the Request For Proposal, including correspondence with bidders, advertising and maintain bidders list.
3. Provide project support during the construction phase.
 - a. Provide guidance to City related to Requests for Information from contractors.
 - b. Provide up to two site visits to meet with contractor as needed.

Scope of work shall be compensated on a time and material, not to exceed basis.

CONTRACT AMENDMENT

Project Name: Seaside Storm Drain Catch Basin Inventory and Grate Replacement Design	CA No. 1
Client Name: City of Seaside	Project/Phase No. 1284-0002-230
Attention: Scott Ottmar	Date: August 30, 2016
Address: 440 Harcourt Avenue, Seaside, California 93955	

CIVIL AND
TRANSPORTATION
ENGINEERINGCONSTRUCTION
MANAGEMENTLANDSCAPE
ARCHITECTUREMECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATIONSURVEYING /
GIS SOLUTIONS

WATER RESOURCES

Wallace Group requests the Client's authorization to proceed with revisions to the contract agreement for the above referenced project as herein described. Approval below incorporates this document as a part of the original contract signed June 2, 2016. If approved, please return one signed original Contract Amendment to Wallace Group.

Description and Purpose of the Revision(s)

The City of Seaside contracted with Wallace Group to complete a visual inspection and inventory of 440 storm grates located throughout the City of Seaside. During Phase 1, it was determined there are a total of 523 storm grates. With the conclusion of Phase 1, the field work and storm drain grate assessment; Wallace Group has determined that the existing 523 grates can be categorized into the following six (6) types:

Type	Description	Count	Bicycle Safe (Yes/No)
Type 1	Bicycle safe grates Caltrans type 18-85 and 24-105	95	Yes
Type 2	Grate and curb cut with openings parallel to the curb 37.5" x 19.5"	244	No
Type 3	Grate and curb cut with openings perpendicular to the curb 37.5" x 19.5":	44	No
Type 4	Rectangular bicycle safe grate only 40" x 23.25"	60	Yes
Type 5	Grates with non-standard dimensions	74	No
Type 6	Circular grates	6	No
Total		523	

The purpose of Phase 2 of this project is to prepare Plans, Specifications, and Estimate (PS&E) ready for bid for the retrofit of storm grates that are not categorized as bicycle safe. This Contract Amendment is for the design phase services to prepare the PS&E package. Wallace Group proposes to provide design and construction details for 25 different grate types. Types 2, 3, and 6 need only one detail for each. Type 5 grates can be grouped together into 22 sub-types, so that 22 details will be sufficient to perform the retrofit on all of the non-standard grates.

Task 3 Plans, Specifications, and Estimate

Wallace Group will prepare a 60% Draft and 100% Final Design for the design of twenty-five (25) construction design details to upgrade the existing storm drain grates to current Caltrans Bicycle Safe 2015 Standard Plan D77B. The PS&E package will include:

- Cover Sheet
- Note Sheet
- Overall Location Map
- Detail Sheets, assume 4-5 details to one 24 x 36 plan sheet (5-6 sheets)

WALLACE GROUP
A California Corporation612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401T 805 544-4011
F 805 544-4294

www.wallacegroup.us

Exhibit E1

CA 1
City of Seaside
August 30, 2016
Page 2 of 2



Wallace Group will prepare technical specifications, measure and payment, and bid schedule. Wallace Group assumes we will use the City's front end documents. Wallace Group will also prepare Engineer's Opinion of Probable Cost for each submittal.

This Contract Amendment does not include Bid Phase or Construction Phase services; however, Wallace Group can provide these services at the request of the City. This Contract Amendment also assumes that no survey is required for the retrofits. Wallace Group will alert the City if it is determined that survey is required.

This signed Contract Amendment will serve as our notice to proceed. Once received, the 60% Draft design will be completed for review by the City of Seaside within approximately four (4) weeks. Once comments are received from the City, Final design details will be submitted within two (2) weeks.

Task 4 Bid Phase Services

Wallace Group will provide 8 hours of bid phase support, which includes pre-bid conference call-in and response to Request for Information. This task does not include any site visits and assumes the City will handle all correspondence with contractors. The City will coordinate and issue the PS&E package, advertise, and maintain the bidders list.

Task 5 Construction Phase Services

Wallace Group will provide 8 hours of engineering services during construction. The services will be limited to review of construction Requests for Information, submittals, and change order requests. Wallace Group will also budget for two (2) on-site meetings with the contractor and the City for site review. Wallace Group assumes the City will manage the contract, billing, payment, and prevailing wage activities. Wallace Group will submit all responses directly to the City and the City will prepare and issue all documents to the contractor. The City will be the primary contact with the Contractor.

Note: Wallace Group is able to provide Bid Phase and Construction Phase Services on a T&M Basis at the request of the City.

Revision(s) Represent:

- ☐ a change in previous instructions
- ☒ a change in Scope of Services
- ☐ other:

Revision(s) Fee:

- ☒ hourly (time & materials) \$15,974
- ☐ progress billing: \$
- ☐ not-to-exceed w/o authorization: \$

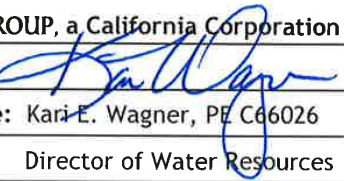
Revision(s) will be invoiced as:

- ☒ increase to an item within the existing contract
- ☐ a new item added to existing contract

Issued by,

WALLACE GROUP, a California Corporation

Approved by Client

Signature: 	Signature:
Print Name: Kari E. Wagner, PE C66026	Print Name:
Title: Director of Water Resources	Title:
Date: August 30, 2016	Date:



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: September 15, 2016

SUBJECT: APPROVE RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN THE AMOUNT OF EIGHTY NINE THOUSAND SIX HUNDRED DOLLARS (\$89,600.00) FOR REPLACEMENT OF THE EMERGENCY GENERATOR AT THE SEASIDE FIRE STATION

PURPOSE

The purpose of this items is for the City Council to consider awarding a contract to Conte's Generator Service in the amount of Eighty Nine Thousand Six Hundred Dollars (\$89,600) to replace the emergency generator system at the Seaside Fire Station.

RECOMMENDATION

It is recommended that the City Council adopt a resolution awarding a contract to Conte's Generator Service in the amount of Eighty Nine Thousand Six Hundred Dollars (\$89,600) to replace the emergency generator system at the Seaside Fire Station and authorize the City Manager to execute the contract.

BACKGROUND

The Seaside Fire Station, located at 1635 Broadway Avenue, is a 9,000 square feet, two story building and is the City's only operating fire station. Built in 1979, this facility is an essential component of the City's ability to assist its residents, especially during an emergency or crisis. It is critical for the fire station to have a reliable uninterrupted source of electricity.

The fire station's current emergency generator is old, unreliable and currently unable to provide power to the entire facility. The diesel storage tank is vastly undersized, requiring frequent refilling by hand to operate during extended power outages. As a result, the fire station is potentially at risk of losing power and negatively impacting the fire departments ability to respond to emergencies.

The City solicited a proposal to replace the emergency generator system from Conte's Generator Service., a registered firm with the Systems for Award Management (SAM), a program of the federal procurement system of which the City of Seaside is also a registered party. The proposal is a turnkey solution to install a properly sized emergency generator, capable of powering the entire facility, with a 348 gallon diesel storage tank to provide adequate running time during extended power outages.

ENVIRONMENTAL COMPLIANCE

Per Title 14 of the California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," Article 19, "Categorical Exemptions," Section 15301, "Existing Facilities" the following actions are categorically exempt;

"... permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, ... involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination."

Evidence:

Based on the replacement of existing emergency generator facilities would be a minor alteration to the existing storm drain utility then the Categorical Exemption outlined above is applicable.

FISCAL IMPACT

A capital improvement project for the Seaside Fire Station was included in the current budget in the amount of \$100,000. The entire project is funded from energy efficiency lease/purchase financing. Chapter 3.04.110 of the Seaside Municipal Code permits use of cooperative procurement agreements.

ATTACHMENTS

1. Attachment 1 - Resolution
2. Attachment 2 - Contract

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 CONTRACT IN THE AMOUNT OF EIGHTY NINE THOUSAND SIX HUNDRED DOLLARS (\$89,600.00) FOR REPLACEMENT OF THE EMERGENCY GENERATOR AT THE SEASIDE FIRE STATION

WHEREAS, the Seaside Fire Station is a critical facility that requires a reliable supply of uninterrupted electricity to properly function; and

WHEREAS, the existing emergency generator for the Seaside Fire Station is unreliable, undersized and does not have adequate fuel supply; and

WHEREAS, the city is a registered party to the Systems for Award Management (SAM), a program of the federal procurement system; and

WHEREAS, Chapter 3.04.110 of the Seaside Municipal Code permits the use of cooperative procurement agreements; and

WHEREAS, the City received a proposal from Conte's Generator Service., a registered contractor with SAM, to install a properly sized emergency generator; and

WHEREAS, Conte's Generator Service proposal is in the amount of Eighty Nine Thousand Six Hundred Dollars (\$89,600), within the current approved Capital Improvement Program (CIP) budget of \$100,000; and

WHEREAS, it is appropriate to establish a 10% contingency of the contract value equal to \$8,900.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council award a construction contract to Conte's Generator Service for the Seaside Fire Station Emergency Generator Replacement Project for an amount of Eighty Nine Thousand Six Hundred Dollars (\$89,600.00) and authorize the City Manager to execute the contract; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City of Seaside City Council authorize the City Manager to execute written amendments to the Conte's Generator Service contract such that the full value of the contract may not exceed \$98,500.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 15th day of September, 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

CITY OF SEASIDE
AGREEMENT FOR CONTRACTOR SERVICES
80 KW EMERGENCY GENERATOR
SEASIDE FIRE STATION
1635 BROADWAY AVENUE, SEASIDE

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of September 15, 2016, between the City of Seaside, a municipal corporation ("City") and Conte's Generator Service ("Contractor") whose current and valid Contractor's License #743207, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on September 15, 2016 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2017 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the tasks described and set forth in Exhibit "A", attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit "A". Exhibit A may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor.

Contractor shall provide material, labor, equipment and tools necessary to install turnkey Emergency Generator equipment at the City of Seaside Fire Station located at 1635 Broadway Avenue, Seaside, CA, 93955 ("Project").

3. PERFORMANCE

a) Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

c) At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

d) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

e) Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

f) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

g) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

h) Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and part of this Agreement.

i) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

5. CONTENTS OF PROPOSAL

Contractor is bound by the contents of City's Scope of Work, Exhibit "A" hereto and incorporated herein by this reference and the contents of the proposal submitted by the Contractor, Exhibit "B" hereto. In the event of conflict, the requirements of this Agreement shall take precedence over those contained in the Contractor's proposals.

6. CITY MANAGEMENT

City Engineer shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Manager, shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Contractor's compensation, subject to Section 5 hereof.

7. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "B", attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed EIGHTY NINE THOUSAND DOLLARS (\$89,000.00) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

(c) Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

City shall at all times have the right to inspect the work and materials. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

9. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5(c).

10. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

11. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at 440 Harcourt Avenue, Seaside CA 93955; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Seaside City Hall, 440 Harcourt Avenue, Seaside, for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

12. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any act, error or omission of Contractor, its officers, agents, employees or sub -contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit "A" without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise

out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

13. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

14. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and part of this Agreement.

15. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or sub-contractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or sub-contractors of Contractor only and not of city. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

16. PREVAILING WAGE

It is further expressly agreed by and between the parties hereto that the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement is that ascertained by the Director of the Department of Industrial Relations of the State of California, copies of which are on file in the Office of the City Clerk and the Department of Public Works, which shall be made available to any interested party on request, which said rates are hereby made a part hereof, incorporated herein by reference as though set forth in full. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the Project.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

Pursuant to Senate Bill 222 City is required to withhold from any progress payments owed to a contractor any amount that has been forfeited as penalties, or as wages owed to employees who have not been paid the prevailing wage for work performed. This allows the intervention by the Division of Labor Standards Enforcement, which is headed by the State Labor Commission, in a contractor's lawsuit for recovery of amounts withheld by an awarding body. All withheld wages and penalties will be transferred to the Labor Commissioner for disbursement in those cases where a contractor fails to bring a lawsuit for amounts withheld within ninety (90) days after completion of the public works contract and formal acceptance of the job by the awarding body. The Labor Commissioner is then permitted to intervene in any lawsuit brought by the contractor against an awarding body for recovery of amounts withheld.

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

18. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-contractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its sub-contractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

19. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

20. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from

any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

21. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

City of Seaside

City Clerk

440 Harcourt Avenue

Seaside, CA 93955

Contractor

Laurel R. Conte

P.O. Box 1469

Monterey CA, 93942

22. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

23. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

24. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

25. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

27. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF SEASIDE

CONTRACTOR

By: _____
Craig Malin, City Manager

By: Lance R Cate

Date: _____

Date: 9-6-16

Exhibit A

CITY OF SEASIDE
FIRE STATION EMERGENCY GENERATOR REPLACEMENT
1635 BROADWAY AVENUE

Scope of Work

1. Develop understanding of the Seaside Fire Station. Conduct a review of available plans. Perform investigation including field investigations as may be required to determine existing conditions
2. Removal of existing emergency generator and automatic transfer switch. Item includes:
 - a. Applicable hazardous waste disposal.
 - b. Providing temporary emergency power during installation process.
3. Install a concrete pad for the new emergency generator and support systems.
4. Install a new diesel fuel emergency generator. Item includes:
 - a. Recommended power capacity of 80 KW, 120/208 three phase motor
 - b. Housing to minimize noise
 - c. Critical grade silencer
 - d. Automatic transfer switch (600 Amps)
 - e. Circuit breaker (400 Amps)
 - f. Shall be approved by the Monterey Bay Unified Air Pollution Control District
5. Install double wall diesel fuel tank, minimum capacity of 348 gallons.
6. Contractor to develop plans and submittals. Item include:
 - a. Securing applicable building, fire and air district permits.
7. Modify electrical utilities as need to install the system.
8. Start up and testing.

Delivery

Project to be completed within 12 weeks of contract approval.

Exhibit B

Conte's Generator Service
P.O. Box 1469
Monterey, CA 93942
License #743207
831-375-1463/Fax: 831-392-0890

PROPOSAL

July 25, 2016
City of Seaside
Broadway Fire Department

We propose a 80 KW, Kohler generator, diesel fuel, 120/208 volts, three phases, 1800 rpm, 60 HZ with standard features and the following equipment.

Sound attenuated aluminum weather housing
Critical grade silencer
Automatic transfer switch 600 amps, Nema one with battery charger and exerciser clock
Governor: Electronic
Voltage regulation 2%
Circuit breaker 400 amps
Diesel gas fuel system
348 Gallon sub-base fuel tank double wall with inner tank leak alarms
Starting battery, battery rack and cables
Block Heater
Rodent guards
Monterey air resource board approved
One-year factory warranty

Installation: Remove and dispose of existing generator and automatic transfer switch, including hazardous waste. Deliver and off-load new generator and automatic transfer switch using a crane. Temporary generator during automatic transfer switch installation. Concrete pad. Electrical hook-up of generator and automatic transfer switch. City permit, fire department permit, air resource permit, including drawings, submittals and inspections. Start-up and testing with all fluids to have generator on-line. Warranty activation.

Installation, generator, automatic transfer switch and sales tax: \$89,600.00.
Lead-time: Ten to twelve weeks.

Terms and conditions: Purchase order is required upon acceptance of proposal. Remainder to be paid upon completion. Generators are special ordered to customer specifications and are non-returnable. Quote valid for thirty days from above date.

Signature: _____ Date: _____

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, sub-contractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or

in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes

any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: September 15, 2016

**SUBJECT: APPROVE RESOLUTION AUTHORIZING A SECOND
AMENDMENT TO THE EXISTING LEASE WITH SPRINT FOR THE
CELL SITE AT 1332 LASALLE AVENUE**

PURPOSE

The purpose of this item is to provide the City Council an opportunity to review, consider and adopt a resolution authorizing the City Manager to sign a second amendment to the lease with Sprint for the cell site at 1332 LaSalle Avenue.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to sign a second amendment to the lease with Sprint for the cell site at 1332 LaSalle Avenue.

BACKGROUND

On September 4, 2001, The City of Seaside entered into a Lease Agreement with Sprint Spectrum L.P. for a cell site at 1332 LaSalle Avenue. On January 20, 2012, the Agreement was amended to extend the lease term for five years, modify the rent schedule, and modify the permitted uses.

Sprint has asked the City for a 2nd amendment to the Lease Agreement. They are seeking three additional five-year renewal terms (15 years), and some modifications to the permitted uses. The City has negotiated a new increased rent schedule, with a starting rent of \$2,000 per month, increasing annually by 3%.

Staff has discussed this lease site with the City's Senior Planner to determine if this cell site could impact the future use and potential improvements to Cutino Park. The cell site has no

impact on Cutino Park now and in the future, even with the potential expansion of the fields.

The City Attorney has reviewed the proposed Agreement, provided comments and Sprint incorporated the comments into attached Agreement.

FISCAL IMPACT

The 2nd amendment to the Sprint Lease Agreement will provide \$24,000 of General Fund revenue in the first year of the Amendment, an increase of \$2,300 over the current Sprint lease payments. This amount will increase each year by 3%.

ATTACHMENTS

1. Proposed Lease Amendment #2
 2. 2nd Amendment Recording Document
 3. Resolution Approving the 2nd Amendment and Authorizing the City Manager to Sign the Document
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

SECOND AMENDMENT TO PCS SITE AGREEMENT

This Second Amendment to PCS Site Agreement ("**Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain PCS Site Agreement between Sprint Spectrum Realty Company, LLC, (formerly a limited partnership) a Delaware limited liability company, ("**Tenant**") successor-in-interest to Sprint Spectrum L.P., and The City of Seaside, a municipal corporation ("**Owner**"), dated September 4, 2001, ("**Lease**") as amended by that certain First Amendment to PCS Agreement dated January 20, 2012 ("**First Amendment**") (The Lease and First Amendment are collectively, the "**Agreement**").

BACKGROUND

The Agreement will expire on September 3, 2016.

Tenant and Owner desire to extend the term of the Agreement, as set forth herein.

AGREEMENT

In consideration of the mutual promises between the parties and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Owner and Tenant agrees as follows:

1. **Term Extension.** Paragraph 2 of the Lease is amended by adding the following:

Notwithstanding anything to the contrary contained in Section 2 entitled "Term", the current New Term of the Agreement will expire on September 3, 2016. Commencing on September 4, 2016, the term of the Agreement will be extended for three (3) additional renewal terms of 5 years each (each an "**Additional Renewal Term**"), under the same terms and conditions as are set forth therein, and as otherwise amended. The Agreement will automatically be extended for each successive Additional Renewal Term unless Tenant notifies Owner of its intention not to renew prior to commencement of the succeeding Additional Renewal Term.

2. **Notices.** The notice addresses in Section 6 of the Lease or referenced therein for the party or parties listed below are hereby deleted in their entirety and replaced with the following:

To Tenant: Sprint Spectrum Realty Company LLC
Sprint Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

with a mandatory copy to: Sprint Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney.

3. **Rent.** Paragraph 3 of the Lease is amended by adding the following:

Notwithstanding anything to the contrary contained in Paragraph 3 entitled "Rent", effective September 4, 2016, Rent will be paid in advance, on or before the first day of every month, in equal monthly installments of \$2,000.00, and shall continue during the term (until increased as set forth below), partial months to be prorated

("Rent"). Thereafter, commencing on September 4, 2017, the Rent shall increase annually by three percent (3%) of the then current Rent.

4. **Permitted Use on Existing Premises.** Tenant has the right to modify, supplement, upgrade, replace, remove, refurbish, or relocate the equipment related to the PCS, including without limitation: the antenna tower or pole and foundation, utility lines, transmission lines, equipment shelter(s), electronic equipment, antennas, coax, microwave dishes, and supporting equipment, within the Site (including all riser/conduit space and utility/access easements) only, at any time during the term of this Agreement, provided that Tenant complies with all applicable design/architectural guidelines, height restrictions and federal, state and local (city) laws and regulations. Owner agrees to cooperate with Tenant in all respects in connection with the foregoing. Tenant may operate the PCS at any frequency for which it has all requisite Permits

5. **Termination.** Notwithstanding any provision contained in this Agreement to the contrary, Tenant may, in Tenant's sole and absolute discretion and for any or no reason, terminate this Agreement without further liability upon ninety (90) days prior written notice to Owner.

6. **Access.** Tenant is entitled to access the Site and the Facilities 24 hours per day, 7 days per week subject to the following conditions. For routine maintenance and repair, including but not limited to inspections, modifications or replacements, Tenant will provide Owner with reasonable notice at least 24 hours in advance of visit. In case of emergency or unscheduled repairs, Tenant will provide Owner with reasonable notice under the circumstances (at least 1 hour in advance of visit, if possible). Owner will provide Tenant with reasonable written procedures for accessing the Site and the Facilities, including contact names and phone numbers for routine and emergency/unscheduled access notice. In addition, Owner will provide Tenant with timely notice of any access changes including changed pass codes, locks, keys and/or procedures.

7. **General Terms and Conditions.**

(a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

(b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

(c) This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

(d) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

(e) Owner agrees to execute and deliver to Tenant a Memorandum of Amendment in the form annexed to the Agreement as Exhibit C-1, as modified to show the Additional Renewal Terms and acknowledges that Tenant may record the Memorandum of Agreement in the official records of the County where the Site is located.

The parties have executed this Amendment as of the Effective Date.

[Signatures Appear on Following Page]

Owner:

The City of Seaside, a municipal corporation

Tenant:

Sprint Spectrum Realty Company, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

By: BS _____

Name: Brain Schober _____

Title: Manager – Real Estate _____

Date: 9/9/16 _____

*****ALL SIGNATURES MUST BE ACKNOWLEDGED*****
*****ACKNOWLEDGEMENTS ON FOLLOWING PAGE*****

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Sprint Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

MEMORANDUM OF SECOND AMENDMENT TO PCS SITE AGREEMENT

This Memorandum of Agreement ("Memorandum") dated _____, 20__, evidences that a Telecommunications Facilities Lease Agreement (the "Lease") dated September 4, 2001 (the "Effective Date"), was made and entered into between the City of Seaside, a municipal corporation ("Owner") and Sprint Spectrum Realty Company, LLC, a Delaware limited liability company as successor-in-interest to Sprint Spectrum L.P ("Tenant")

The Agreement provides in part that Licensee has the right to enter upon certain real property owned by City and located at 1332 LaSalle Ave., Seaside, California 93955, as further described in the Agreement (the " Premises ") for the purpose of installing, operating and maintaining a communications facility and other improvements. The Premises is further described in Exhibit A attached hereto.

The term of Licensee's lease and tenancy under the Agreement is five (5) years commencing on September 3, 2016 ("Term Commencement Date"), and is subject to two (2) renewal terms of five (5) years each that may be exercised by Tenant.

The parties have executed this Memorandum as of the day and year first above written..

Owner:

The City of Seaside,
a municipal corporation

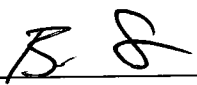
Tenant:

Sprint Spectrum Realty Company, LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

By:  _____

Printed Name: Brian Schober

Title: Manager – Real Estate

OWNER NOTARY BLOCK

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was (*choose one*) ☐ attested or ☐ acknowledged before me
this ____ day of _____, 201____, by (*choose one*)
☐ _____ as an individual.
☐ _____, as _____ of
_____, a _____ corporation, on
behalf of the corporation.
☐ _____, partner or agent on behalf of
_____, a _____ partnership.

In witness whereof I hereunto set my hand and official seal.

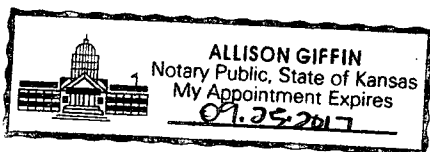
NOTARY PUBLIC

TENANT NOTARY BLOCK

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this 9th day of
September, 2016, by Brian Schober on behalf of Clear Wireless LLC.

In witness whereof I hereunto set my hand and official seal.



Allison Giffin
NOTARY PUBLIC

EXHIBIT A
TO MEMORANDUM OF SITE AGREEMENT

Site Description

Description of Real Property

A portion of certain real property located at 1332 LaSalle Ave, City of Seaside, County of Monterey, State of California, described as follows:

APN: 012-801-004 and 012-801-005

Lot A in Block 043, Lot A in Block 044, Lots A and B in Block 045, as said lots and blocks are shown on that certain map entitled "Tract No. 621, Official Map, Hannon Project Unit J", filed for record Feb. 4, 1971 in the office of the Monterey County Recorder, California, in Vol. 10 of Maps, "Cities & Towns", at Page 50. ALSO Lots numbered 1943, 1941 and the North 16' of Lot 1939 in Block numbered 28, as said lots and block are shown on that certain map entitled "Map No. 3 of Del Monte Heights, being a resubdivision of Blocks 9, 10, 11, 12, 13 and Reservation, Villa Subdivision of Lots 2 and 3 of the Noche Buena Rancho, Monterey County, California", filed for record January 8, 1909 in the office of the Monterey County Recorder, California, in Vol. 2 of Maps "Cities & Towns", at Page 12. (David Cutino Park)

Excepting therefrom that portion lying Easterly of the centerline of Lowell Street (vacated).

Also excepting therefrom that portion lying Northerly of the Easterly prolongation of the Northerly line of Lot 2355, in Block Numbered 28, as said lot and block are shown on that certain Map entitled "Map No. 3 of Del Monte Heights, being a resubdivision of Blocks 9, 10, 11, 12, 13 and Reservation, Villa Subdivision of Lots 2 and 3 of the Noche Buena Rancho, Monterey County, California", filed for record January 8, 1909 in the office of the Monterey County Recorder, California, in Vol. 2 of Maps "Cities & Towns", at Page 12, with the intersection of said Lowell Street (vacated).

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING AMENDMENT #2 TO THE LEASE AGREEMENT WITH SPRINT SPECTRUM L.P. FOR THE CELL SITE AT 1332 LA SALLE AVENEUE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE DOCUMENTS

WHEREAS, the City Council entered into a cell site lease with Sprint Spectrum L.P. on September 4, 2001; and

WHEREAS, the City Council adopted Amendment #1 with Sprint Spectrum Realty Company, L.P., successor in interest to Sprint Spectrum L.P., on January 20, 2012; and

WHEREAS, Sprint Spectrum Realty Company, L.P. is requesting Amendment #2 to extend the life of the Lease, increase the rental payments and modify the permitted uses.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves Amendment #2 to the Lease Agreement with Sprint Spectrum Realty Company, L.P. and authorizes the City Manager to execute the documents.

PASSED AND ADOPTED at a meeting of the City Council of the City of Seaside duly held on the 15th day of September, 2016 by the following vote:

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

ABSTAIN: COUNCIL MEMBER:

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton
City Clerk – City of Seaside



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.K.

TO: City Council

FROM: Craig Malin, City Manager

BY: Roberta Greathouse, Human Resources Director

DATE: September 15, 2016

**SUBJECT: RESOLUTION ADOPTING THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF SEASIDE AND THE
SEASIDE POLICE OFFICERS' ASSOCIATION**

PURPOSE

The purpose of this item is to request the City Council approve a resolution adopting the Memorandum of Understanding (MOU) with the Seaside Police Officers' Association which has agreed to the terms of the proposed agreement.

RECOMMENDATION

It is recommended that the City Council approve the resolution adopting the Memorandum of Understanding with the Seaside Police Officers' Association.

BACKGROUND

The Seaside Police Officers' Association represents approximately 38 employees in the Police Department, including sworn (e.g. Police Officer) and non-sworn (e.g. Police Records Technician) members. Last November, the City and the Association began meeting and conferring to discuss items for the MOU that expired December 31, 2015. From the start, the tone of the negotiations was positive and professional as the parties discussed matters of mutual interest including reasonable salary adjustments, the classification and compensation study, night shift differential, and various MOU clean up items.

The City and the Police Officers' Association have reached a comprehensive agreement. The success of these negotiations was based on the approach the parties agreed upon at the outset, which was a commitment to negotiate in good faith and to have open, honest, and productive discussions. Though the parties at times disagreed, the mutual respect demonstrated by all members aided in reaching resolution on the successor contract.

The key provisions of the agreement between the City Manager's and POA's representatives are:

1. Term: 12 months expiring December 31, 2016.
2. Salary:
 - a. 4% base salary increase for all safety positions effective January 2, 2016
 - b. 2% base salary increase for all non-safety positions effective January 2, 2016
3. Night Shift Differential: All sworn members of the association regularly scheduled to work between 9:00 p.m. and 7:00 a.m. will receive night shift differential in the amount of \$160 per month. The qualifying shifts currently include 3:00 p.m. to 3:00 a.m.; 6:00 p.m. to 6:00 a.m.; and 7:00 p.m. to 7:00 a.m.

FISCAL IMPACT

The cost of this package for Fiscal Year 2015/2016 is approximately \$105,000. This portion of the agreement was not budgeted, however it can be absorbed by year end savings from unfilled positions.

The cost of this package in Fiscal Year 2016/2017 is approximately \$216,000. In preparing the Adopted Budgeted, staff anticipated and included \$211,000 for salary adjustments. It is anticipated the additional \$5,000 will be absorbed by other budget savings during the year.

ATTACHMENTS

1. 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

**ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SEASIDE AND THE SEASIDE POLICE OFFICERS' ASSOCIATION**

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

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

NOW, THEREFORE, BE IT RESOLVED, that the attached Memorandum of Understanding shall be effective as stated therein; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of September, 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.: 8.L.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dave Fortune, Maintenance and Utilities Superintendent

DATE: September 15, 2016

SUBJECT: APPROVE RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO PROVIDE STORM DRAIN MAINTENANCE SERVICES TO THE CITY OF CARMEL-BY-THE-SEA

PURPOSE

The purpose of the item is to have the City Council consider authorizing a Professional Services Agreement to provide storm drain maintenance outlined in the proposed agreement for the City of Carmel-By-The-Sea.

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a Professional Services Agreement to provide storm drain maintenance and other Public Works activities for the City of Carmel-By-The-Sea.

BACKGROUND

The City of Seaside has provided Carmel-by-the-Sea (CBTS) storm drain maintenance for 10 plus years. The City is compensated by CBTS based upon the annual A-87 cost allocation plan for the employees salary and a equipment rental rate used for the Presidio of Monterey Contract with the United States Government.

CBTS estimates storm drain maintenance in any given year takes between 8 and 10 days to perform.

Both the City of Seaside and CBTS have agreed to a one year contract with two renewal option years that can be approved administratively by the City Manager.

FISCAL IMPACT

The City of Seaside is reimbursed for employee salaries and equipment used in support of Carmel-by-the-Sea for storm drain maintenance based upon the City's A-87 cost allocation plan. 2015/16 Fiscal Year, the City of Seaside invoiced CBTS for sixty-seven man/equipment hours for a total of \$9,843.46.

ATTACHMENTS

1. Resolution for Storm Drain Maintenance
 2. Exhibit A Professional Services Agreement with Carmel-by-the-Sea
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
STORM DRAIN MAINTENANCE TO THE CITY OF CARMEL-BY-THE-SEA**

WHEREAS, the City of Seaside Public Works Department has provided storm drain maintenance for the City of Carmel-by-the-Sea for 10 plus years; and

WHEREAS, the City of Carmel-by-the-Sea wishes to continue the support of storm drain maintenance as well as Public Works related activities performed by the City of Seaside; and

WHEREAS, the City of Carmel-by-the-Sea agrees to reimburse the City of Seaside based upon the annual A-87 cost allocation plan for employees' salaries; and

WHEREAS, also agrees to pay equipment rental rates to the City of Seaside based upon the Presidio of Monterey Contract with the United States Government; and

WHEREAS, both agencies have agreed to a one-year contract with two option years; and

WHEREAS, the option years can be approved administratively by the City Manager.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council hereby authorizes the City Manager to execute the Professional Services Agreement to provide storm drain maintenance services for the City of Carmel-by-the-Sea ending June 30, 2018 attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of September, 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

City of Seaside

PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between the City of Seaside (City), and The City of Carmel-by-the-Sea (CBTS).

- A. Engagement: The City agrees to clean storm drains and perform any other Public Works activities as requested by CBTS.
- B. Compensation: The City shall be paid fully burdened hourly rate based on the city's A-87 cost allocation plan for the employee as shown in "Exhibit A" and \$100.00 per hour (One-hundred Dollars) for the combination jetter/vacuum truck.
- C. Method of Payment: The CBTS shall pay within 30 days upon receipt of a written invoice from the City for services rendered.
- D. Term: The term of this agreement shall commence on July 1, 2016 and terminate June 30, 2017. Should CBTS and the City wish to extend the contract beyond the 2016/17 fiscal year, this contract allows both cities to exercise option years for the 2017/18 and 2018/19 fiscal year agreed upon by CBTS and the City one-year at a time.
- E. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the City shall stop work immediately and shall be entitled to compensation for the actual value of the work performed up to the time of termination provided that the work performed is of value and approved by CBTS.
- F. Indemnity: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the City, its Council, boards, commissions, officers and employees, CBTS shall indemnify, defend and hold harmless the City, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to the City act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.
- G. Insurance: The City and CBTS will both carry Commercial General liability insurance with \$4,000,000 general aggregate limit and \$2,000,000 each occurrence limit naming the other as additional insured. The City shall also carry Automobile Liability insurance with minimum limit of \$1,000,000 per accident.

H. Project Management. The Maintenance and Utilities Superintendent will represent the City for all purposes under this Agreement and will be CBTS point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.

I. Miscellaneous:

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

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

Approved:

Dated: _____

Carmel-by-the-Sea:

By: Chip Rerig, City Administrator

Address: P.O. Box CC, Carmel-by-the-Sea
CA, 93921

Dated: _____, 2014

City of Seaside:

By: Craig Malin, City Manager

Title: City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sharon Mikesell, Administrative Analyst

DATE: September 15, 2016

**SUBJECT: SUBMISSION OF THE 2015-2016 COMMUNITY DEVELOPMENT
BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT TO THE DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT**

PURPOSE

The purpose of this item is for the City Council to receive the Consolidated Annual Performance Report (CAPER) for the City's Community Development Block Grant (CDBG) for Program Year 2015-2016 and to hear public comment prior to its submittal to the U.S. Department of Housing and Urban Development (HUD). The CAPER must be received by HUD no later than September 30, 2016.

RECOMMENDATION

It is recommended that the City Council receive the 2015-2016 CAPER and hear public comment prior to the document's submittal to HUD.

BACKGROUND

The CAPER is a performance report mandated by HUD for all entitlement agencies that receive CDBG funds. The CAPER allows HUD, local officials and the public to assess the City's overall CDBG Program performance during the preceding year.

Attachment 1 is Seaside's 2015-2016 CDBG Consolidated Annual Performance and Evaluation Report (CAPER). In compliance with HUD's required 15-day public review of the CAPER prior to its submission, a public notice in English and Spanish was placed in the Monterey County Weekly on August 25, 2016 inviting the public to review the document. The draft document was published on August 31, 2016 on the City's website and made available at the Seaside Public Library, Seaside Fire Station, in the Oldemeyer Center, and at the City Hall Customer Service Counter.

CDAC Participation

On July 20, 2016 the City's Community Development Advisory Committee (CDAC) met and reviewed the 2015-2016 fiscal year activities and received a status report on the CAPER on August 17, 2016. The CDAC was presented with summary information on CDBG program expenditures and accomplishments.

The CDAC was pleased overall with the program and was impressed with the numbers of residents receiving services from the

CDBG funded subrecipients. The CDAC was pleased that the City Council has approved the multi-year funding cycle as it will reduce the burden on applicants and make the selection process less time consuming.

SUMMARY OF CAPER

Program Accomplishments

In the 2015-2016 Program Year, the City funded several public services and eligible projects. Projects included facility and accessibility improvements. Parks projects were completed with CDBG funding allocated to previous funding years. Accessibility improvements were made to the Seaside Library and facility improvements were funded for the Boys' and Girls' Club and the Community Human Services' Genesis House.

Public Services

Public service awards recipients served 2,213 persons in 2015-2016. The majority of the persons were of extremely low income.

	Persons Served
Extremely Low-income	1,932
Low-income	226
Moderate-income	181
Total	2,339

Public Services' funding recipients included Community Human Services, Community Partnership for Youth, the Food Bank of Monterey County, Girls, Inc., Legal Services for Seniors, Meals on Wheels and the Village Project.

Community Involvement

In 2012, the Community Development Advisory Committee (CDAC) was formed as part of the City's Citizen Participation Plan. The CDAC meets regularly (monthly) as an active and viable part of the planning and management for CDBG funds, providing valuable feedback to staff and ensuring citizen participation.

As a result of CDAC recommendation, on May 7, 2015, the Seaside City Council adopted a resolution implementing a multi-year funding cycle for awarding public service and eligible project grant awards. This move will alleviate the need for the subrecipients to prepare application materials as often, enable the CDAC and the subrecipients to make longer range plans and to have a clearer picture of longer term benefits in the programs.

The CDAC holds workshops to assess annual goals, receives quarterly reports on CDBG funded projects and subrecipient activity, screens Public Service subrecipient applications and makes recommendations to the City Council regarding funding allocations.

Currently, the CDAC is chaired by Sue Hawthorne and co-chaired by John Francis. Sharrline Napoleon, Jessica Piombo, Rebecca Pieken and Clementine Bonner Klein are also on the CDAC.

Program Administration

Please refer to the attachment for a chart (PR 26) reflecting the grant funding activity. The largest single expenditure is the \$281,386.50 repayment toward the City's Section 108 loan.

City staff now fully performs functions of the HUD Integrated Disbursement and Information System (IDIS) for preparing reports and performing funding drawdowns. The level of involvement of contract staff is now minimal and limited to functions involving public service subrecipient management and monitoring. This 2015-2016 CAPER was prepared in-house in the IDIS system by City staff.

FISCAL IMPACT

There is no fiscal impact to the General Fund. This item reflects the positive benefit associated with CDBG program funding.

ATTACHMENTS

1. 2015-2016 Draft CAPER
 2. CDBG Activity Summary Report
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



2015-2016 Consolidated Annual Performance Evaluation Report (CAPER)

Community Development Block Grant Program (CDBG)

City of Seaside
Monterey County, CA
9/30/2016

Public Review Draft Released August 31, 2016

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

During FY 2015-2016, exterior accessibility improvements were made to the Seaside Library, energy efficiency upgrades were completed to the Boys and Girls Club clubhouse, four park improvement projects were completed, seven non-profit organizations conducted public service activities serving 2,341 persons and facility improvements for an substance abuse treatment facility (Community Human Services-Genesis House) entered the construction phase with completion expected in the fall of 2016.

In 2012, the Community Development Advisory Committee (CDAC) was formed as part of the City's Citizen Participation Plan. The CDAC has regularly scheduled monthly meetings, and is an active and viable part of the planning and management for CDBG funds. The CDAC provides valuable feedback to staff and ensures citizen participation. The CDAC ended the fiscal year with six members, the most in its history. The CDAC held the annual community assessment workshop on September 16, 2015, to review CDBG program accomplishments and discuss program performance.

Staff provided guidance and assistance to public service providers in the form of improving the collection of data on persons served and documenting services provided. Staff has implemented tracking of grant budgets and expenditures within City accounting systems that mirror the Integrated Disbursement and Information System (IDIS) and are regularly reconciled to IDIS. Staff provides quarterly reports to the CDAC that describe program progress.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Address Blight and Nuisance	Affordable Housing Non-Housing Community Development	CDBG: \$119422	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	0	0.00%	100	0	0.00%
Address Blight and Nuisance	Affordable Housing Non-Housing Community Development	CDBG: \$119422	Facade treatment/business building rehabilitation	Business	10	0	0.00%			
Address Blight and Nuisance	Affordable Housing Non-Housing Community Development	CDBG: \$119422	Businesses assisted	Businesses Assisted	0	0		2	0	0.00%
Construct or Upgrade Public Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	500	20.00%	500	500	100.00%
Enhance Access to Social Services	Homeless Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	6625	2213	33.40%	1325	2213	167.02%

Improve Accessibility for Persons w/ Disabilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5000	500	10.00%	1000	500	50.00%
Provide Quality Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	52500	500	0.95%	10500	500	4.76%
Rehabilitate Existing Housing	Affordable Housing	CDBG: \$26362	Homeowner Housing Rehabilitated	Household Housing Unit	15	0	0.00%	3	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

As an entitlement grantee for the US Department of Housing and Urban Development (HUD) formula CDBG program, the City of Seaside is required to prepare a CAPER to analyze and summarize program accomplishments of the preceding program year.

This CAPER assesses the City’s progress toward completing activities identified in the 2015-2016 Action Plan, which covers the period from July 1, 2015, through June 30, 2016. The CAPER also reports progress in meeting overall five-year Consolidated Plan goals and priorities (July 1, 2015-June 30, 2020), and identifies areas for improvement as a result of annual self-evaluations and HUD performance reviews.

Since 1975, the City of Seaside has been an entitlement recipient of CDBG funds. During 2015-2016, in accordance with the City's Citizen Participation Plan, the limited amount of CDBG funds available were allocated to a variety of public service activities critical needs of low income youth (after school programs and counseling), seniors (legal services and meal delivery), low income access to food (food distribution in

Seaside), facility improvements to a residential substance abuse recovery facility, Boys and Girls Clubhouse as well as accessibility improvements to the Seaside Library and several neighborhood parks. Since the City is in the final years of substantial Section 108 loan repayments, funding for projects is minimal and not expected to substantially increase until 2017-2018.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	1,806
Black or African American	211
Asian	177
American Indian or American Native	13
Native Hawaiian or Other Pacific Islander	6
Total	2,213
Hispanic	1,268
Not Hispanic	945

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City of Seaside has been able to assist well over two thousand families through the CDBG program. There is a significant mix of racial and ethnic families assisted by the CDBG program. 57% of the families assisted are Hispanic.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Available	Made	Amount Expended During Program Year
CDBG		1,910,852		527,920

Table 3 – Resources Made Available

Narrative

During Fiscal Year 2015-2016, the City of Seaside's entitlement award was \$379,027, Program Income from the ground lease at Embassy suites was slightly over one-hundred thousand dollars, the city paid a second installment of \$136,216 of CDBG funds back into the program. There were some funds carried forward from projects that were underway, but not yet completed at the close of the prior fiscal year. See the PR 26 Activity Summary by Selected Grant report in the appendices for a breakdown of grant funds and drawn amounts.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
N/A			

Table 4 – Identify the geographic distribution and location of investments

Narrative

The CDBG program had obligatory expenditures of \$231,387. \$96,405 was allocated for program administration (20% per HUD cap), \$72,304 was fully allocated for public services.

The City provided public services on a citywide basis. Most public facilities improvements and parks improvements were conducted on an area basis were completed in 2015-2016. As of the date of this report, the first phase of accessibility improvements to the Seaside library were substantially complete (but was awaiting release of retention), improvements to the Boys and Girls Club was complete and improvements to the Community Human Services' Genesis House was under construction. Substantial Amendment #1 to reallocate funds previously allocated to Seaside Library replacement (found to be ineligible) to additional Seaside Library accessibility improvements was approved by the City Council in April 2016 and was submitted to HUD. As of August 15, 2016, the amendment was still awaiting approval from HUD. As a result, that additional accessibility activity is expected to commence in early FY 2016-2017.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Seaside's CDBG Program Policies and Procedures requires entities applying for CDBG program funds to identify leveraging resources and contributions of matching funds for all proposed projects, programs and activities as part of their CDBG funding application reviewed by the Community Development Advisory Committee during the process in accordance with the City of Seaside Citizen Participation Plan.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5- Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The Community and Economic Development Services staff is responsible for the administration of the housing rehabilitation program, along with the administration of public service activities. Staff is charged with the continuing responsibility to forge new partnerships with other public agencies at the federal, state, and local level as well as with private housing developers and nonprofit organizations. The successes of many strategies and objectives detailed within the CAPER are the result of the energy and creative efforts of these staff members.

The City works regularly with the U.S. Department of Housing and Urban Development's programs to help meet its housing and community development priorities. Additionally, the City works closely with nonprofit organizations as the reader can see in the listing of programs implemented by local non-profit subrecipients.

The City's affordable housing efforts have centered on implementing a modified housing rehabilitation program that focuses on assistance to the city's low- to moderate-income residents. The City previously contracted with Rebuilding Together Monterey/Salinas (RTMS), a nonprofit organization, to implement a residential façade improvement program., RTMS identified several homes as potential projects. Two projects were completed in 2013–14. Although, the contract for funding expired in June 2014.,creative partnerships have and will continue to yield the City access to resources, which may not otherwise be available. The City of Seaside did not obtain any other grant funding sources for housing activities in 2015-2016.

Discuss how these outcomes will impact future annual action plans.

Seaside will be continuing its association with the regional agencies and their projects, which include services serving Seaside. The primary public organization for affordable housing and supportive services in the City and County is the Housing Authority of Monterey County, a public housing authority whose mission is to develop and operate affordable public housing and implement supportive programs. The Housing Authority manages the Section 8 Housing and Family Self-Sufficiency Programs, essential to meet the City of Seaside's low income housing needs. The Housing Authority partners with a broad spectrum of community non-profits, city and county agencies, and state organizations to address affordable housing and housing shortage issues.

The capital development authority for the Monterey County Housing Authority is the Housing Authority Development Corporation. The Development Corporation works with a broad network of partners to facilitate local zoning agreements and finance affordable housing projects.

The City has always been concerned about poverty and has recognized the need of its citizens to live in safe and sanitary housing in decent neighborhoods. The City's first three redevelopment projects, Noche Buena, Del Monte Heights, and Hannon redevelopment projects, were exclusively residential projects providing decent housing in an urban environment.

In prior years, the City of Seaside was able to rely on funding from the Redevelopment Agency to construct and support housing programs including housing rehabilitation, down payment assistance and emergency repairs. Because redevelopment agencies were dissolved, this funding is no longer available. Without the support provided by redevelopment, and specifically without housing set-aside funds, funding for housing programs is very limited. Moving forward, the City will focus on the highest priority needs with the limited funds available.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	1,932	0
Low-income	226	0
Moderate-income	181	0
Total	2,339	0

Table 7 – Number of Persons Served

Narrative Information

Seaside is not a participant in HOME funding. The income statistics were compiled by the public service activities recipients.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The primary nonprofit organization for homeless support in Monterey and San Benito counties is the Coalition of Homeless Services Providers, a coalition of 11 service provider agencies for homeless persons, persons with AIDS/HIV, and other persons with special needs. The Coalition is the County's designated Continuum of Care (CoC) Coordinator.

According to the 2013 Monterey County Homeless Point-in-Time Census & Survey, it is estimated that there were approximately 2,590 homeless persons in Monterey County. Although dispersed throughout the entire county, the vast majority of the homeless persons are concentrated within the communities of Monterey (21%), Salinas (21%), Marina (16%), and Seaside (9%), where a majority of the services are located.

The Survey reflected an 83 person increase from the 2011 count, and an 85% increase since 2007. The majority of homeless in Monterey County in 2013 were unsheltered (76%). Based on the Survey, it is estimated that 6,423 unique persons experience homelessness over the course of a year in Monterey County, a 58% increase from the 2011 annual estimate. The Survey included questions to homeless persons about the cause of homelessness such as job loss, alcohol/drug use, divorce/separation/breakup, length of homelessness, disabling medical conditions, substance abuse treatment, utilization of mental health services, and government assistance payments.

The data from the Survey is being used by planning bodies of the City of Seaside, Monterey County and other agencies and organizations within the County to inform additional outreach, service planning, and policy decision-making over the next several years to address homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Coalition of Homeless Services Providers reviewed applications which represented transitional housing programs, rental assistance programs and permanent housing programs. Identified application deficiencies and worked with applicants to perform corrective action to ensure proposals met HUD guidelines and thresholds. They received and validated documentation of Certification of Consistency with Consolidated Plans and as submitted by various jurisdictions. Worked extensively with HUD field office to transfer a permanent housing program from an agency going out of business to another homeless service agency. Contract transfer was a complicated and time consuming activity.

Technical assistance from HUD helped the continuum assess current homeless program inventory, examine Housing First models and position the community to implement Coordinated Entry. They worked with HPRP Committee and Supportive Services for Veterans Families (SSVF) grantees to implement a manual pilot Coordinated Entry system.

Like most in the country, our community lacks the resources needed to meet all of the needs of people experiencing homelessness. Coordinated Entry will help prioritize assistance based upon vulnerability and severity of service needs to ensure that people who need assistance the most can receive it in a timely manner.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Coalition of Homeless Services Providers' application to HUD's Homeless Assistance Programs included funding requests for the following:

Shelter Cove – Provides transitional housing to very low income adults with a serious mental illness. This program offers a variety of services aimed at increasing self-sufficiency including case management, counseling and crisis intervention, and medication education and management. Located in Marina, Serves 60 clients county-wide annually.

Coming Home Program – A transitional supportive housing project with 40 units for homeless veterans and their families. Services include reintegration, full case management, life skills, substance abuse counseling. Located in Marina, the program serves approximately 102 single men and women veterans, 10 couples, and up to 25 children in Monterey and San Benito County annually.

Men in Transition – A 24 bed, 8 unit transitional housing project serving single homeless men. Supportive services include case management, group counseling, financial literacy, job readiness and life skills, and community-wide information and referral. Located in Marina, serves approximately 24 individuals in Monterey County annually.

Homeward Bound – A transitional housing program with 25 2-bedroom units serving homeless or single women with children or who are victims of domestic violence. Located in Marina, services are provided to families countywide. 75 beds available, serving approximately 35 women and 50 children annually. Supportive services are provided.

Pueblo del Mar – A 54-household (2 bedrooms each), 216 bed transitional supportive housing program for homeless families with children in recovery from substance abuse. Supportive services and case management provided. Located in Marina, this program serves approximately 216 in Monterey County annually.

Safe Passage – A county-wide 6-bed transitional supportive housing program serving approximately 10 homeless youth annually, ages 18-21. Supportive services provided. Project located in the City of Monterey.

MOST/Lexington Court – A transitional housing program with supporting services comprised of six 2-bedroom units for homeless families. Located in Marina, this is a county-wide program. Serves approximately 18 individuals annually.

Casa de las Palmas – Provides 9 transitional housing units and supportive services in Seaside for homeless families county-wide. Approximately 40 individuals served annually.

Community Homeless Solutions opened the Central Coast Respite Program in Seaside in May 2016. The facility on Hamilton Street is a six bed shelter for homeless men and women discharged from three local hospitals.

Open House/Ribbon Cutting

Central Coast Medical Respite

*Helping the Homeless
Achieve Better Health Outcomes
May 24, 2016*

Welcome & Opening Remarks
Teresa Erickson, Board President,
Community Homeless Solutions

Respite Care Vision
Reyes Bonilla, Executive Director,
Community Homeless Solutions

Hospitals / CHS Collaboration
Jo Coffaro, Regional Vice President,
Hospital Council of Northern and Central
California

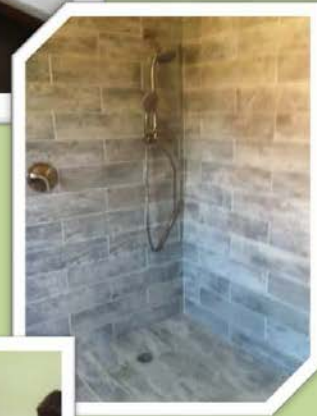
Caring for the Most Vulnerable
Jane Parker, Chair,
Monterey County Board of Supervisors

Ribbon Cutting and Facility Tour



**Community
Homeless Solutions**

780 Hamilton



Community Homeless Solutions Opening in Seaside May 2016

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Coalition's funding application for the HUD's Homeless Assistance Programs will pay for the development, rehabilitation, or leasing of housing for homeless persons and also for supportive services for those persons. In addition to applying for funding for the previously listed emergency and transitional housing, most all of which offer supportive services, the Coalition also assisted numerous non-profit and other agencies in applying for funding through the Homeless Assistance portion of HUD's program to provide supportive and self-sufficiency services.

These supportive and self-sufficiency services include educational and vocational services which focus on social, living, interpersonal, study and job skills. Linkage to other services and services providers is also provided. In many of the housing projects, Monterey County Behavioral Health provides case coordination and representative payees. Additional services provided in some facilities include reintegration, full case management, life skills, and substance abuse counseling.

The City of Seaside will continue to support public and non-profit agencies in utilizing programs that assist homeless persons to make the transition to permanent housing and independent living through maintaining these existing supportive services, supportive housing, and affordable housing units.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Community and Economic Development Services staff is also responsible for the administration of the housing rehabilitation program, along with the administration of public service activities. Staff is charged with the continuing responsibility to forge new partnerships with other public agencies at the federal, state, and local level as well as with private housing developers and nonprofit organizations. The successes of many strategies and objectives detailed within the CAPER are the result of the energy and creative efforts of these staff members. The City works regularly with the U.S. Department of Housing and Urban Development's programs to help meet its housing and community development priorities. Additionally, the City works closely with nonprofit organizations as the reader can see in the listing of programs implemented by local non-profit subrecipients.

The City's affordable housing efforts have centered on implementing a modified housing rehabilitation program that focuses on assistance to the city's low- to moderate-income residents. The City previously contracted with Rebuilding Together Monterey/Salinas (RTMS), a nonprofit organization, to implement a residential façade improvement program., RTMS identified several homes as potential projects. The contract for funding expired in June 2014. Creative partnerships have and will continue to yield the City access to resources, which may not otherwise be available. The City of Seaside did not obtain any other grant funding sources for housing activities in 2015-2016.

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

The City displays fair housing materials at City Hall, and copies of these materials are free to the public. Fair housing information is sent free of charge to those who request it. In addition, the City promotes fair housing awareness in its housing programs and works with housing providers in the city to ensure the fair and equitable treatment of persons and households seeking housing in Seaside.

The City updated its Fair Housing Plan on August 7, 2003. The City also makes available to the public at City Hall and Seaside Library copies of the HUD brochure entitled "Are You a Victim of Housing Discrimination?" that lists illegal housing discrimination actions under the Fair Housing Act and a complaint form for mailing to HUD Fair Housing Hub in San Francisco.

The City's Housing Element is part of the General Plan Update currently in process. Many meetings will be scheduled during the course of the General Plan Update process. One of the first meetings was a workshop on June 6, 2016 to help determine existing conditions in Seaside and receive feedback regarding residential needs for the future.

The Family Self Sufficiency Program is designed to help families become financially independent of cash aid assistance by obtaining employment. Successful participating families are rewarded with a savings

account that is established by the HACM. Additionally, the HACM's commitment to its program participants is solidified by the HACM partnering and collaborating with a variety of local service providers that are equally interested in helping families reach their goal of self sufficiency. Services may include career counseling, education (GED and beyond), financial literacy, job training, parenting skills, and homeownership preparation.



Community workshop June 6, 2016

Actions taken to provide assistance to troubled PHAs

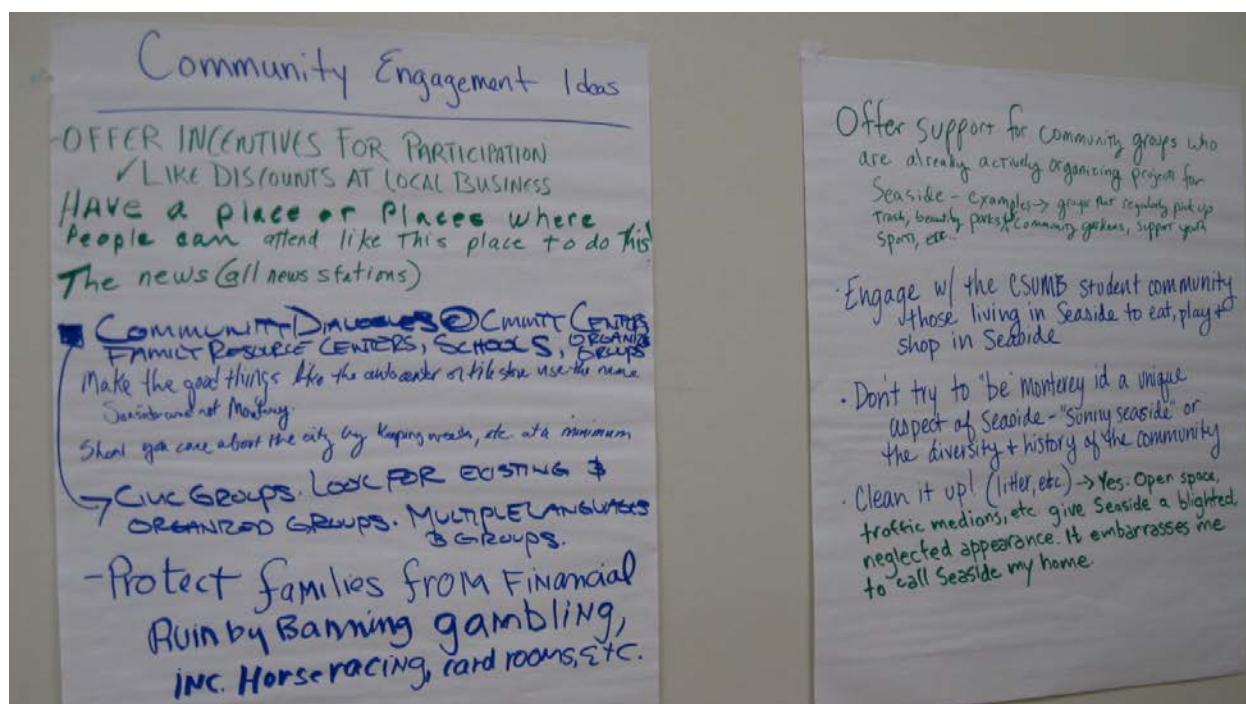
The City has not directly received any housing discrimination complaints in 2015-2016 nor has it received court orders or HUD-imposed or state-imposed sanctions affecting the provisions of fair housing laws. The City's priorities in affirmatively furthering fair housing remain focused on educating the general public on fair housing issues and policies to keep individuals aware of their rights and remedies under state and federal laws, and keeping housing providers and real estate persons knowledgeable on housing discriminatory practices and consequences. The City did not allocate CDBG funds to housing activities nor did it receive other funds to carry out housing activities. As a result of the lack of resources available to the City, and the lack of staffing to oversee or implement housing programs, there are no non-CDBG housing activities to report.

Likewise, the City took no actions to produce affordable housing (for special needs or otherwise) through activities that provide rental assistance, the production of new units, the rehabilitation of existing units, or the acquisition of existing units. There are no such actions to report.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The city of Seaside is in the process of updating their general plan and is conducting community workshops, task force meetings and bi-weekly staff meetings and City Advisory team meetings as needed to keep the project on schedule for completion in early 2018. As a result of the updating process, there will be zoning ordinance changes and review of all policies and procedures to determine if any of them should be updated, removed or otherwise amended. The first General Plan update workshop was held June 6, 2016 at the Oldemeyer community center. Breakout sessions and informational stations were set up to collect information from attendees.



Ideas at General Plan Update workshop 6-6-16

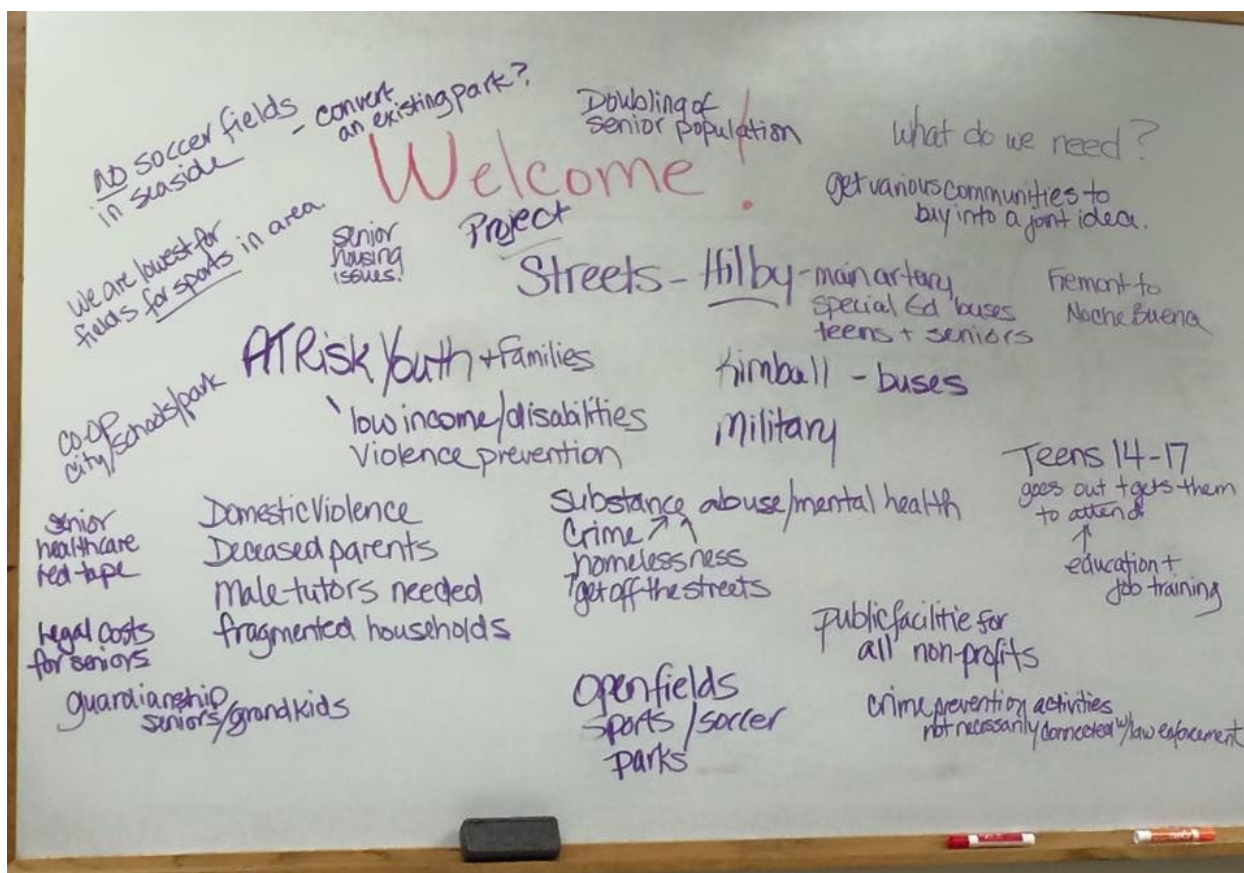
Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The Community Development Advisory Committee hosted it's annual Community Needs Workshop on September 16, 2015 which included a brainstorming session including the topics of what do we have? What do we need? What are our problems? Are these things that can be addressed? The feedback shaped the Annual Action plan and also was used to encourage neighborhood groups to start their own efforts for projects that may or may not eventually receive CDBG funds.

Also, the City of Seaside held a existing conditions workshop on June 6, 2016 as part of the general plan update process. Over 75 community members gave their input regarding where the city is now and what they would like to see in 20 years. The information will be useful for the planning process and the updated General Plan, expected to be completed in early 2018.



General Plan Update Workshop June 6, 2016



CDAC annual Planning and Community Workshop brainstorming 9-16-15

MONTEREY COUNTY WEEKLY

668 Williams Ave (831) 394-5656
Seaside, CA 93955

Proof of publication

State of California/County of Monterey
I am a citizen of the United States and a resident of the State of California. I am over the age of 18 years and not party to or interested in the above-entitled matter.

I am the principal clerk of *Monterey County Weekly*, a newspaper of general circulation, published weekly by Milestone Communications, Inc. in the City of Seaside, County of Monterey, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates to wit:

Oct. 29, 2015

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Name.....Linda S. Maceira.....

Signature.....*Linda S. Maceira*.....

Dated:....Oct. 29, 2015...Monterey, California



**NOTICE OF FUNDING AVAILABILITY
& MANDATORY 2016-2018 • CDBG APPLICATION
WORKSHOP**



NOTICE IS HEREBY GIVEN that funding will be made available through the City of Seaside's 2016-2018 Community Development Block Grant (CDBG) program for nonprofit organizations and public agencies to provide public services or make improvements to public facilities. The CDBG program is authorized under Title 1 of the Housing and Community Development Act of 1974. Services and facilities must primarily benefit low-income persons or designated low-income areas.

Agencies wishing to receive 2016-2018 CDBG funding from the City must complete and submit an application. Applications will be made available on the City's website or by contacting Sharon Mikosell, Administrative Analyst, by email at smikosell@ci.seaside.ca.us or calling (831) 899-6883. Applications will be due January 15, 2016. No late applications will be accepted.

NOTICE IS HEREBY GIVEN that the Community Development Advisory Committee (CDAC) of the City of Seaside will meet to hold the 2016-2018 CDBG Application Workshop on:

Wednesday, November 18, 2015, at 6:30 p.m.
Blackhorse Room of the Oldmeyer Center, 986 Hilby Avenue

This workshop is mandatory for all agencies who wish to apply for 2016-2018 CDBG funding. Applications from agencies who do not attend will not be accepted.

Applications that address the priority needs or serve the priority populations identified by the CDAC will be ranked higher than those that do not.

CDAC agendas are posted at Seaside City Hall, at the Seaside Public Library, and on the City's website. Please note the following important dates for 2016-2018 CDBG funding. Dates are subject to change with notice.

- Nov. 12, 2015 CDBG applications available
- Nov. 18, 2015 Mandatory CDBG application workshop
- Jan. 15, 2016 CDBG applications due
- April 21, 2016 City Council hears CDAC recommendations and considers draft annual CDBG Action Plan
- April 2016 30-day public comment period
- May 15, 2016 Action Plan due to HUD

For more information or to be included on the CDBG interest list, please call the City of Seaside at (831) 899-6734. Written comments or questions may be sent to Sharon Mikosell, Administrative Analyst, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955 or by e-mail to smikosell@ci.seaside.ca.us.

The application workshop will be conducted in English. If you require a translator, please contact the office of the City Clerk at lmilton@ci.seaside.ca.us or (831) 899-6707, no fewer than two business days prior to the workshop to make the necessary arrangements. In compliance with the Americans with Disabilities Act (ADA), the City of Seaside does not discriminate against persons with disabilities and is an accessible facility. Any person with a disability who requires a modification or accommodation to be able to participate in this workshop is asked to contact the office of the City Clerk at lmilton@ci.seaside.ca.us or (831) 899-6707, no fewer than two business days prior to the workshop to allow for reasonable arrangements.

Assisted listening devices are also available upon request.

Proof of Publication NOFA y Mandatory Workshop

CAPER

20

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City did not conduct any activities for which lead-based paint clearance was necessary in 2015-2016.

However, the City does conduct a visual assessment to identify lead-based paint hazards when necessary and contracts with certified lead-based paint inspectors as required by state law. The brochure published by the US Environmental Protection Agency entitled "Protect Your Family from Lead in Your Home" is linked on the City website. This brochure is also available at the Seaside Library. The brochure and others are available on the US EPA website <https://www.epa.gov/lead/documents-and-outreach-materials>.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During the program year, the City worked with several organizations that focus on increasing self-sufficiency among lower-income populations. These organizations included the Legal Services for Seniors, which provides a legal services pertaining to housing, health, and finances for elderly residents; drug rehabilitation provided by Community Human Services, food distribution centers coordinated by the Food Bank of Monterey County, and the Meals on Wheels of the Monterey Peninsula home-delivered meals program. Services to help youth start off on the right path include Community Partnership for Youth, The Village Project and Girls, Inc. Transitional housing, including financial counseling and homework assistance stations for youth are available through the Salvation Army's Casa De Las Palmas site in Seaside.

CDBG COMMUNITY NEEDS ASSESSMENT WORKSHOP

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



CDBG funds are provided to the City through the Department of Housing and Urban Development (HUD).

This workshop is part of the annual planning process for CDBG funding.



AT THIS WORKSHOP, WE WILL:

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

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

TIME: **6:30 PM**

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

All interested citizens and agencies are encouraged to attend.

COME HELP YOUR CITY PLAN FOR THE FUTURE!



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

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

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

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

Notice of Community Workshop English

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

In 2012, the Community Development Advisory Committee (CDAC) was formed as part of the City's Citizen Participation Plan. The CDAC has regularly scheduled monthly meetings, and is an active and viable part of the planning and management for CDBG funds. The CDAC provides valuable feedback to staff and ensures citizen participation. The CDAC held the annual community assessment workshop on September 16, 2015, to review CDBG program accomplishments and discuss program performance. The CDAC finished the year at full six person membership for the first time since it began.

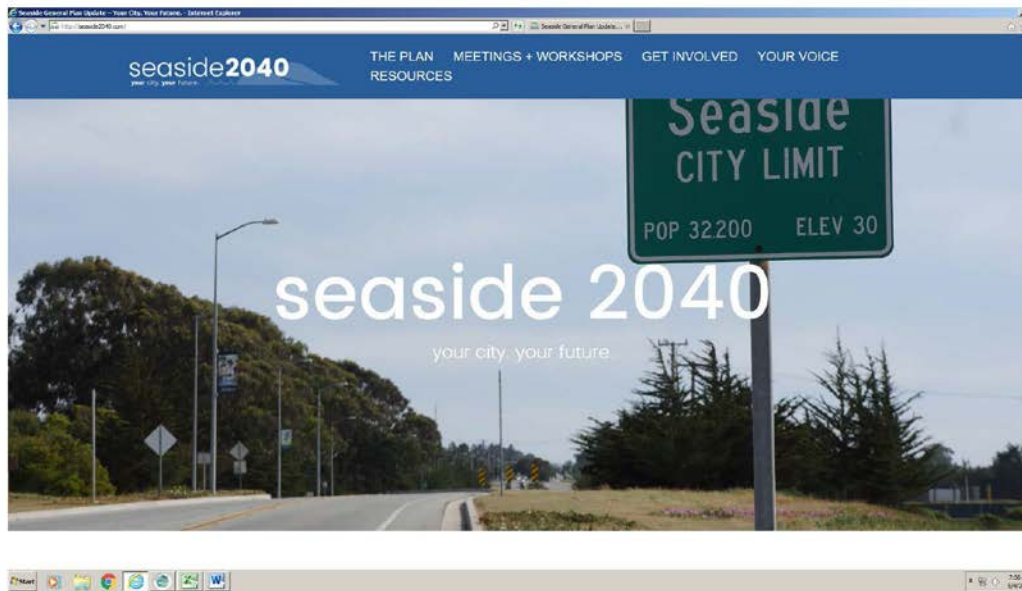
Staff provided guidance and assistance to public service providers in the form of improving the collection of data on persons served and documenting services provided. Staff has implemented tracking of grant budgets and expenditures within City accounting systems that mirror the Integrated Disbursement and Information System (IDIS) and are regularly reconciled to IDIS. Staff provides quarterly reports to the CDAC that describe program progress.

The 2015-2020 Consolidated Plan and 2015-2016 and 2016-2017 Annual Action plans were submitted to HUD using the IDIS system. This 2015-2016 CAPER is the first year that the City of Seaside has prepared the document entirely through the IDIS online process.

Outreach meetings for the City's general plan update include task force meetings, workshops and City advisory team meetings. Baseline data received from the meetings, including where participants live, work and shop are valuable to determine the current action patterns of the community and what may be missing



Where do you live, work and shop? from 6-6-16 workshop



Seaside 2040 home page

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Housing and economic development/blight removal programs had to reinvent and restart after the loss of staff and redevelopment funding. The goals associated with those activity types have not kept pace. These programs have proven challenging to implement on a small scale with limited staffing.

The City had no plans in the 2015-2016 program year to produce affordable housing through activities that provide rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units. This includes housing for homeless, non-homeless, and special needs households. However, during 2015-2016 loan monitoring of the recipients of CDBG home improvement loans issued in previous years were monitored for compliance in the program (residency, insurance, etc).

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The primary public organization for affordable housing and supportive services in the City and County is the Housing Authority of Monterey County, a public housing authority whose mission is to develop and operate affordable public housing and implement supportive programs. The Housing Authority manages the Section 8 Housing and Family Self-Sufficiency Programs. Both programs are essential to meeting the City of Seaside's low income housing needs. The Housing Authority partners with a broad spectrum of community non-profits, city and county agencies, and state organizations to address affordable housing and housing shortage issues.

The capital development authority for the Monterey County Housing Authority is the Housing Authority Development Corporation which relies upon a broad network of partners to complete all of its developments. The Development Corporation works to facilitate local zoning agreements and finance affordable housing projects.

The City has always been concerned about poverty and has recognized the need of its citizens to live in safe and sanitary housing in decent neighborhoods. The City's first three redevelopment projects, Noche Buena, Del Monte Heights, and Hannon redevelopment projects, were exclusively residential projects providing decent housing in an urban environment.

In prior years, the City of Seaside was able to rely on funding from the Redevelopment Agency to construct and support housing programs including housing rehabilitation, down payment assistance and emergency repairs. Because redevelopment agencies were dissolved, this funding is no longer available. Without the support provided by redevelopment, and specifically without housing set-aside funds, funding for housing programs is very limited. Moving forward, the City will focus on the highest priority needs with the limited funds available.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

City staff met with the subrecipient staff responsible for each activity prior to the beginning of the program year. All subrecipients were informed of the obligations to collect the required information on income, household composition, and race and ethnicity. The City also provided information on subrecipient agreement policies, data collection, and financial management. The City recommended that each subrecipient and the facilities project sponsors read the "Playing by the Rules" guide produced by HUD.

Staff provided guidance and assistance to public service providers in the form of improving the collection of data on persons served and documenting services provided. Staff has implemented tracking of grant budgets and expenditures within City accounting systems that mirror IDIS and are regularly reconciled to IDIS. Staff provides quarterly reports to the CDAC that describe program progress.

Each quarter, staff examined the progress each subrecipient was making toward performance targets. Public services subrecipients must report their service population with each billing. Billings must be at least quarterly. Each subrecipient agreement contains provisions for reductions to or suspensions of payments in the event that targets are not being met (without valid reason) or when past performance issues have not been resolved.

The City has placed a strong emphasis on its subrecipients gathering complete and accurate information on the persons and/or households they serve, and regularly reporting on progress. Quarterly reports were reviewed by CDAC.

In response to HUD monitoring, the City revised its CDBG program manual to describe more specifically how it will monitor CDBG subrecipients and adopt a policy to regularly conduct on-site monitoring. The City postponed conducting on-site monitoring visits originally scheduled for July and August of 2015 to several subrecipients who received CDBG funds during 2014-2015 due to ongoing contract negotiations with the Consultant coordinating the visits. The on-site monitoring was conducted in fall 2015. Subrecipients successfully monitored included Greater Victory Temple and the Boys and Girls Club. Attempts to conduct monitoring at Central Coast HIV-Aids Services were unsuccessful as the facility had closed in June 2015 and no forwarding address was available. Under the guidance of the San Francisco HUD field office and the debarment process was completed with the process reported to the CDAC as it progressed. The final notice of debarment was sent to the last address on file for the agency on February 26, 2016.

Long term compliance with comprehensive planning requirements include establishing a partnership with neighboring agencies to complete upcoming Affirmatively Furthering Fair Housing outreach

requirements, and outreach efforts involved with Seaside's general plan update processes, including the housing and economic development elements as well as the City of Seaside's outreach in conjunction with the Economic Opportunity Plan.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Community Development Advisory Committee holds regular meetings throughout the year on the 3rd Wednesday of each month in the Blackhorse Room at the Oldemeyer Community Center in Seaside. Special meetings are held as needed and are noticed on the city's website and various locations around the city. On August 17, 2016, the CDAC met and was updated on the progress of this CAPER report and was advised that a draft was scheduled to be posted for public review on or before August 31, 2016. A notice was placed in the Monterey County Weekly on August 25, 2016.

A draft CAPER was downloaded from the IDIS software during the public comment period and made available on the City website, the Seaside public library, the Seaside Fire Station, the City Clerk's office and the City Hall customer service counter.

The City took public comment from August 31 through September 16. A public hearing on the CAPER was held on September 15, 2016.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Seaside has very limited CDBG funding and is in the final years of large Section 108 Loan Repayments. There have been no changes in the program objectives or plans to change the programs.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Attachment

Activity Summary and Public Service Narratives

PR26 - Activity Summary by Selected Grant
Date Generated: 08/25/2016
Grantee: SEASIDE
Grant Year: 2015

Total Grant Amount for 2015 Grant Year = \$379,027.00													
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
CA	SEASIDE	2015	B15MC060006	Administrative And Planning	21A		1279	Open	\$22,798.01	\$22,798.01	6.01%	\$96,405.00	\$58,517.62
CA	SEASIDE	2015	B15MC060006	Administrative And Planning					\$0.00	\$0.00		\$96,405.00	\$58,517.62
CA	SEASIDE	2015	B15MC060006	Public Improvements	03F	LMC	1250	Open	\$2,538.49	\$2,538.49		\$47,669.61	\$47,669.61
CA	SEASIDE	2015	B15MC060006	Public Improvements	03F	LMC	1251	Open	\$2,538.49	\$2,538.49	0.67%	\$115,712.25	\$115,712.25
CA	SEASIDE	2015	B15MC060006	Public Services	05A	LMC	1282	Completed	\$15,000.00	\$15,000.00		\$15,000.00	\$15,000.00
CA	SEASIDE	2015	B15MC060006	Public Services	05A	LMC	1283	Completed	\$10,000.00	\$10,000.00		\$10,000.00	\$10,000.00
CA	SEASIDE	2015	B15MC060006	Public Services	05D	LMC	1281	Completed	\$11,595.00	\$11,595.00		\$11,595.00	\$11,595.00
CA	SEASIDE	2015	B15MC060006	Public Services	05D	LMC	1284	Completed	\$10,927.50	\$10,927.50		\$10,927.50	\$10,927.50
CA	SEASIDE	2015	B15MC060006	Public Services	05D	LMC	1286	Completed	\$6,261.00	\$6,261.00		\$6,261.00	\$6,261.00
CA	SEASIDE	2015	B15MC060006	Public Services	05F	LMC	1280	Completed	\$10,766.00	\$10,766.00		\$10,766.00	\$10,766.00
CA	SEASIDE	2015	B15MC060006	Public Services	05W	LMC	1285	Completed	\$7,754.00	\$7,754.00		\$7,754.00	\$7,754.00
CA	SEASIDE	2015	B15MC060006	Public Services					\$72,303.50	\$72,303.50	19.08%	\$72,303.50	\$72,303.50
CA	SEASIDE	2015	B15MC060006	Repayments Of Section 108 Loans	19F		1278	Open	\$281,386.50	\$281,386.50		\$281,386.50	\$281,386.50
CA	SEASIDE	2015	B15MC060006	Repayments Of Section 108 Loans					\$281,386.50	\$281,386.50	74.24%	\$281,386.50	\$281,386.50
CA	SEASIDE	2015	B15MC060006	Total 2015					\$379,026.50	\$379,026.50	100.00%	\$565,807.25	\$527,919.87
CA	SEASIDE	2015	B15MC060006	Grand Total					\$379,026.50	\$379,026.50	100.00%	\$565,807.25	\$527,919.87



**City of Seaside
Community Development Block Grant (CDBG) Program
Subrecipient Year-End Narrative Form
FY 2015 - 2016**

Agency Name:	Community Human Services
Preparer's Name and Phone Number:	Robert Rapp -- 831-658-3811
Contract Amount:	\$10,768
Indicate Source of Funding:	CDBG

Number Disabled Assisted:	27
Number Seniors Assisted:	0
Number of Single Female Head of Household Assisted:	3
Number Total Persons Assisted:	141

Brief Narrative of Program Funded: (Address the Objective, Applicable HUD Objective/Outcome Statement and Activity in the Scope of Work) Maximum 4,000 characters.
Objective: Create Suitable Living Environments Outcome: Availability/Accessibility This funding provided operational support for Genesis House, a residential substance abuse treatment and recovery program serving Monterey County adults 18 years of age and older. It consists of two programs based on the needs of its clients: • The Co-ed Program offers 28 beds and lasts approximately 3 to 6 months. • The Perinatal Program offers 8 beds, with additional capacity for 6 children ages 0-5 to stay with their mothers while in treatment, and lasts approximately 7 to 10 months. Residents of both programs receive a comprehensive assessment and individualized treatment plan; initial and ongoing medical services; medically supervised detoxification; individual and group counseling; HIV/AIDS, Hepatitis C and TB education, testing and counseling; relapse prevention; interactive parenting education; child care.

Agency Name: Community Human Services

transportation to medical/legal appointments; links to education, training, employment, housing and other community resources; 12 Step meetings on- and off-site; case management; discharge planning and aftercare. There is a family program to educate family members about addiction and recovery and how to best support an individual in recovery.

During FY2015-2016 we served 141 adult individuals with 8,971 residential bed days of treatment services.

Address each Outcome in the Scope of Work (refer to Attachment A of your CDBG Funding Agreement)

Outcome #1 -- Provide treatment service plan.	Clients will have treatment service plans in their client files.
Outcome #2 -- Provide a minimum of 7,200 bed days of drug treatment.	Document the number of bed days per CDBG client and the type of drug treatment services received.
Outcome #3 -- Provide perinatal services to a minimum of 30 individuals.	Document the type of perinatal services being provided.
Outcome #4 -- Provide a minimum of 1,500 Perinatal bed days of services.	Document the number of bed days per CDBG client and the type of perinatal services received.
Outcome #5 -- Maximize collaboration with other local community public service agencies.	Document referral program and or collaboration efforts for each individual.

Address each Measure in the Scope of Work (refer to Attachment A of your CDBG Funding Agreement)

Measure #1 -- Clients will have treatment service plans in their client files.	All clients have treatment service plans in their client files.
Measure #2 -- Document the number of bed days per CDBG client and the type of drug	Genesis House provided 8,971 adult CDBG client bed days. Treatment

Agency Name: Community Human Services

<i>treatment services received.</i>	<i>services included: a comprehensive assessment and individualized treatment plan; initial and ongoing medical services; medically supervised detoxification; individual and group counseling; HIV/AIDS, Hepatitis C and TB education, testing and counseling; relapse prevention; interactive parenting education; child care, transportation to medical/legal appointments; links to education, training, employment, housing and other community resources; 12 Step meetings on- and off-site; case management; discharge planning and aftercare. There is also a family program to educate family members about addiction and recovery and how to best support an individual in recovery.</i>
Measure #3 – Document the type of perinatal services being provided.	<i>Genesis House provided the following treatment services to 20 perinatal clients: a comprehensive assessment and individualized treatment plan; initial and ongoing medical services; medically supervised detoxification; individual and group counseling; HIV/AIDS, Hepatitis C and TB education, testing and counseling; relapse prevention; interactive parenting education; child care, transportation to medical/legal appointments; links to education, training, employment, housing and other community resources; 12 Step meetings on- and off-site; case management; discharge planning and aftercare. There is also a family program to educate family members about addiction and recovery and how to best support an individual in recovery.</i>
Measure #4 – Document the number of perinatal bed days per CDBG client and the type of perinatal services received.	<i>Genesis House provided 2,501 perinatal bed days of service. See above for the types of perinatal services received.</i>

Agency Name: Community Human Services

Measure #5 - Document referral program and or collaboration efforts for each individual.	Referrals and collaborations occurred with; the Department of Social and Employment Services, the Probation Department, and the Behavioral Health Department, as well as nonprofit organizations such as Salvation Army, Shelter Outreach Plus, Catholic Charities, Friends Outside, Door to Hope, Sun Street Centers and many other community-based and faith-based organizations.
Description of Outreach Efforts to Residents by Census Tracts	Genesis House does not do a lot of targeted outreach in general. We receive many referrals from various government and non-profit agencies and outreach for this program is not needed in abundance. However, we do hold "bake sales" outside of several grocery stores. Also, the parent agency, Community Human Services, includes Genesis House in its outreach activities to Census Tracts 136 and 137 and information is available through this avenue.
Description of Successes in Program Delivery	Services were successfully provided to 141 individuals during the project period. Genesis House also recently completed several improvements to their facilities and is primed to complete more work in the coming months.

Signature of Executive Director:

Printed Name of Executive Director: Robin McCrae, CEO

Date Submitted: July 13, 2016



**City of Seaside
Community Development Block Grant (CDBG) Program
Subrecipient Year-End Narrative Form
FY 2015 - 2016**

Agency Name:	Community Partnership for Youth
Preparer's Name and Phone Number:	Shari Hastey
Contract Amount:	\$11,595
Indicate Source of Funding:	CDBG

Number Disabled Assisted:	0
Number Seniors Assisted:	0
Number of Single Female Head of Household Assisted:	0
Number Total Persons Assisted:	616 - See attached Statistics

Brief Narrative of Program Funded: (Address the Objective, Applicable HUD Objective/Outcome Statement and Activity in the Scope of Work) Maximum 4,000 characters.

CPY's objective is to directly address the problems of violence and gang activity, by competently seeking to reduce the less than optimum conditions in a child's home and social environment by giving children the tools they need to rise above those conditions and succeed. CPY offers a positive alternative to children that so desperately need one. Gangs can promote inclusion by offering mentorship and a place to belong; CPY directly competes and succeeds by offering to children the genuine attributes of mentorship, confidence building, self-esteem, and positive "family" systems. As the founding members of CPY so long ago knew, empowerment of the county's most vulnerable population, the at-risk youth, is critical to our community's strength. Students learn to internalize the CPY Standards, and are provided homework and reading assistance. They develop critical one on one mentor and peer to peer relationships. They practice and model behaviors that lead to success.

High School young people who do not have a voice – gain confidence and discover that they are needed and wanted, through their interaction with younger students.

Agency Name: Community Partnership for Youth

Students who have tragic circumstances such as abuse or parents/family members in jail or prison – are discovering that - it is not what life gives you it is what you do with it. Several of our young leaders have had family members dealing with addiction problems and are victims of crime. One had a brother who was shot while his friend was killed. She has struggled tremendously as the family found themselves homeless after they were evicted from their Section 8 housing. Her grades suffered but she had a safety net with CPY while going through the difficult changes.

When young people are given the opportunity to have adults who care for them through their hardships it gives them strength and they in turn can be mentors to younger students.

So often our society turns our back on young people who are challenged and do not fit into what is easy for us to understand. CPY has very high standards, however we endeavor to be with our students helping them to discovery answers to their many questions.

The importance of CPY's High school Leadership / Life Skills / Job Preparation Skills cannot be understated. The young High school leaders learn to reverse negative behaviors, as well as develop skills to succeed in life and in the working world.

Address each Outcome in the Scope of Work (refer to Attachment A of your CDBG Funding Agreement)

Outcome #1 – Enroll students in the High School Leadership, Life Skills and Job Preparation Program	Students & parents fill out a contract that says: youth needs to volunteer for a quarter/summer; maintain a 2.5 GPA, and then receive basic wage
Outcome #2 – Train high school students to serve as mentors/tutors to younger students	Students receive on the job training as well as a 2 day training in June. Opportunity for life skills and other skills are offered all year long. They are encouraged to give back by volunteering in the community.
Outcome #3 – Create jobs for high school students	Once all requirements are met, students receive their first paycheck at basic wage.

Agency Name: Community Partnership for Youth

Address each Measure in the Scope of Work (refer to Attachment A of your CDBG Funding Agreement)	
Measure #1 – Document the number of students enrolled in the program.	We take consistent statistics on both our high school students and the youth they serve.
Measure #2 – Document the number of students trained to become mentor/tutors and the number of students receiving benefits from them.	We take consistent statistics on both our high school students and the youth they serve
Measure #3 – Document the number of students receiving paychecks as a result of the program.	Copies of timesheets and check stubs are submitted with quarterly reports.
Description of Outreach Efforts to Residents by Census Tracts	We work in Title 1 Schools that service the census tracts.
Description of Successes in Program Delivery	Students are learning to take responsibility for their actions, increasing in their self-esteem and learning job skills as well as life skills. Several high school students have been recognized by United Way and Rotary for their volunteer work in the community. Many have maintained and improved in their academic standing. Several have enrolled in college for the Fall.

Signature of Executive Director:
Shari Hastey, Executive Director:

Date Submitted: July 14, 2016



City of Seaside
Community Development Block Grant (CDBG) Program
Subrecipient Year-End Narrative Form
FY 2015 - 2016

Agency Name:	Food Bank for Monterey County
Preparer's Name and Phone Number:	Cathie Montero, Programs Manager 831-758-1523
Contract Amount:	\$7,754.00
Indicate Source of Funding:	CDBG

Number Disabled Assisted:	418
Number Seniors Assisted:	261
Number of Single Female Head of Household Assisted:	Data not collected
Number Total Persons Assisted:	1,045

Brief Narrative of Program Funded: (Address the Objective, Applicable HUD Objective/Outcome Statement and Activity in the Scope of Work) Maximum 4,000 characters.

Over the past year, the Food Bank has rebounded from a devastating arson that caused over 2 million worth of damages and continues to develop new strategies and programs to meet the distressingly high need for food assistance in Monterey County. We continue to see a tremendous increase in the need for food in Monterey County overall. Over 100,000 different people are served annually by the Food Bank for Monterey County. **The Food Bank now serves an alarming one-fifth of Monterey County's population.**

We consider our greatest accomplishment our ability to keep pace with the rising need for food assistance. Through continued evaluation of staffing, programming and distribution systems we manage with limited resources. We now rely on 500 volunteers per month to help distribute emergency supplemental food to these households. The last year we had 45,000 hours of service from volunteers

We provided service at St. Francis Xavier Church and Del Monte Manor Apartments for Emergency Food Assistance Food Bags. Produce is distributed at St. Francis Xavier at

Agency Name: Food Bank for Monterey County

the Family Market.

We are committed to not only assuaging the hunger of our clients but addressing their nutritional needs as well, especially for our populations at highest risk for severe health concerns, namely children, farmworkers, and seniors. Over the past few years, we have been devoting more efforts to sourcing produce and other nutritious perishables and lean proteins to distribute to clients, who are unable to afford them due to prohibitive costs. We continue to grow and modify programs as needed in order to respond to the ever changing needs of our client demographic, which comprises over 20% of the county's population.

Address each Outcome in the Scope of Work (refer to Attachment A of your CDBG Funding Agreement)

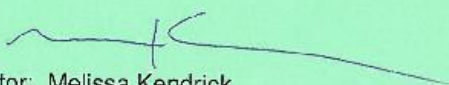
Outcome #1 – Monthly food distributions to low/moderate income people in need of food assistance with access to nutritious foods.	Monthly EFAP site at St. Francis Xavier Church distributing USDA foods, produce and bread. Ten member agencies also distribute food in Seaside to low income families and individuals in need throughout the month. This may consist of bags of food to bring home or meals prepared for homeless.
Outcome #2 – <i>(Write in Outcome)</i>	<i>(Narrative)</i>
Outcome #3 – <i>(Write in Outcome)</i>	<i>(Narrative)</i>
Outcome #4	<i>(Narrative)</i>

Address each Measure in the Scope of Work (refer to Attachment A of your CDBG Funding Agreement)

Measure #1 – Individuals receiving food at the EFAP sites are required to complete a sign in sheet for the USDA foods received.	EFAP sites are under strict USDA guidelines regarding household size information. Data is collected at each distribution and recorded at the Food
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Agency Name: Food Bank for Monterey County

Individuals receiving foods from a produce distribution are required to complete a sign in sheet for produce. Individuals receiving foods from pantries are required to give household numbers and numbers of children and seniors information.	Bank. Member agencies are also required to collect data information on household size and family makeup. These reports are turned in to the Food Bank on a monthly basis. Demographics are collected on a regular basis with additional information such as are you homeless, disabled, age group, race, ethnicity, etc.
Measure #2 – <i>(Write in Measure)</i>	<i>(Narrative)</i>
Measure #3 – <i>(Write in Measure)</i>	<i>(Narrative)</i>
Measure #4 – <i>(Write in Measure)</i>	<i>(Narrative)</i>
Description of Outreach Efforts to Residents by Census Tracts	
Description of Successes in Program Delivery	

Signature of Executive Director: 

Printed Name of Executive Director: Melissa Kendrick

Date Submitted: July _8_, 2016



**City of Seaside
Community Development Block Grant (CDBG) Program
Subrecipient Year-End Narrative Form
FY 2015 - 2016**

Agency Name:	Girls Incorporated of the Central Coast
Preparer's Name and Phone Number:	Patricia Fernandez-Torres 831-772-0882
Contract Amount:	\$ 6,261.00
Indicate Source of Funding:	CDBG

Number Disabled Assisted:	0
Number Seniors Assisted:	0
Number of Single Female Head of Household Assisted:	0
Number Total Persons Assisted:	87

Brief Narrative of Program Funded: (Address the Objective, Applicable HUD Objective/Outcome Statement and Activity in the Scope of Work) Maximum 4,000 characters.

We worked at 4 school sites: Seaside High School, Seaside Middle School, and Ord Terrace Elementary School, Seaside, serving 87 girls aged 9-18. We trained and employed 2 Youth Leaders to participate in our Youth Leader Internship Program. We also trained and worked with 2 adult volunteers mentors who helped implement and facilitate the ECHO Leadership programs.

ECHO Leadership program:

- In August we implemented the ECHO program at Seaside High School
- We served 26 girls.
- We had an 81% retention rate for the ECHO program.

The sessions included the following topics: Planning for a College Education; Careers; Basic Health Care; Sexuality; Families, Culture and How They Shape Our Attitudes; Public Speaking, Influencing Public Policy, Budgeting and Entering the Workplace. Guest speakers were recruited to speak on many of the topics presented. In addition, girls visited two colleges, in the fall, Stanford University and CSU East Bay, and in the spring, the State Capitol and UC Davis.

ECHO participants:

- Learned basic information about women's health and anatomy, contraception, HIV and other

Agency Name: Girls Inc. of the Central Coast

- In April we implemented the 2nd phase of the Friendly PEERsuasion program at Ord Terrace Elementary School
- We served 28, 4th and 5th grade girls
- We had a 100% retention rate
- The 5th grade girls participated in 7 after-school sessions, facilitated by the PEERsuaders
- The PEERsuaders used a team-teaching approach and covered topics such as communication, stress management, peer and media pressure, and substance awareness
- Teaching younger children reinforced the PEERsuaders' learning and resolve not to use substances

Address each Outcome in the Scope of Work (refer to Attachment A of your CDBG Funding Agreement)	
Outcome #1 – Provide developmentally appropriate workshops and learning experiences	ECHO, consisting of 15 modules and 2 field trips, was offered at Seaside High School, from 8/15-5/16, serving 26 girls. Will Power/Won't Power, consisting of 8 sessions, was offered at Seaside Middle School from 9/15-11/15, serving 19 girls. Friendly PEERsuasion, a 2-phase program, was offered at Seaside Middle School and Ord Terrace Elementary School, serving 12 7th grade (12 workshops) and 28 4th and 5th grade (7 workshops) girls.
Outcome #2 – Training for facilitation skills, program planning, participant recruiting, youth-adult partnerships, and public speaking	Programs were facilitated by Youth Leaders, who received training in July 2015 for ECHO, and later in July for Will Power/Won't Power. They received further training for Friendly PEERsuasion in November 2015, which also included instruction on how to mentor the 7th graders to be facilitators of Phase 2 of the program.
Outcome #3 – Emphasize the value of staying in school	Girls attended workshops on goal-setting, decision-making, planning for a higher education, and careers. They learned how to fill out college and job applications, UC/CSU admission requirements, and explored various career opportunities. They visited 3 college campuses to view college life, talk to current students, and learn about college majors.
Outcome #4	(Narrative)
Address each Measure in the Scope of Work (refer to Attachment A of your CDBG	

Agency Name: Girls Inc. of the Central Coast

Funding Agreement)	
Measure #1 – ECHO: 60-70% will visit at least 2 college campuses 60-70% will attend a workshop on Planning for Higher Education 70-74% will report increased knowledge of the legislative process 70-76% will report increased self-confidence to voice concerns to legislators	Actual Results 80% visited at least 3 college campuses 84% attended the Planning for Higher Education workshop 78% reported increased knowledge of the legislative process 72% reported Increased self-confidence in voicing concerns to legislators
Measure #2 – Youth Leaders 90% will increase confidence in public speaking skills 98% will participate in CPR and Child Abuse Reporting training 97% will plan each session, contact guest speakers, attend monthly meetings, communicate with participants, and co-facilitate ECHO with mentors 90-100% who are seniors will apply to college	Actual Results 99% report increased confidence in public speaking skills 100% participated in CPR and Child Abuse Reporting training 100% planned each session, contacted guest speakers, attended monthly meetings, communicated with participants and co-facilitated ECHO with adult mentors 100%, who were seniors, applied to college
Measure #3 – Will Power/Won't Power 60-70% will learn about their body parts and how our reproductive organs work 70% will learn about values and how important it is to have them 70% will learn about media pressure and how to resist negative pressures	Actual Results 92% learned about health, hygiene and reproductive health 74% learned about the importance of having values 87% (averaged) reported that they learned about pressures to have intercourse, felt more confident saying "no", to pressure to have sex, and felt they could resist pressure to do things they didn't want to do
Measure #4 – Friendly PEERsuasion 65-75% of middle school girls will: Learn about peer and media pressures Learn how to communicate with others Learn refusal skills Learn how to be leaders and facilitate activities Learn about substance awareness and harmful substances How to manage stress	Actual Results 64-80% reported: They knew how to communicate more effectively They felt more confident with public speaking Their facilitation skills had improved They felt more confident expressing their opinions 92% said they had the ability to make good choices for themselves
Description of Outreach Efforts to Residents by Census Tracts	ECHO participants, were recruited from Seaside High School sophomores & Juniors. All girls were eligible to apply. Youth Leaders were recruited from the previous year's ECHO graduates at

Agency Name: Girls Inc. of the Central Coast

	Seaside High. Will Power/Won't Power participants were recruited from 8 th graders at Seaside Middle School. All girls were eligible to participate. Friendly PEERSuasion (phase 1) participants were recruited from 7 th graders at Seaside Middle School. All girls were eligible to participate. Friendly PEERSuasion (phase 2) participants were recruited from 4 th and 5 th graders at Ord Terrace Elementary School. All girls were eligible to participate.
Description of Successes in Program Delivery	All programs were successfully delivered at their respective school sites. ECHO had an 81% retention rate. Will Power/Won't Power had a 79% retention rate. Friendly PEERSuasion had a 98% retention rate (phase 1) and 100% retention rate (phase 2).

Signature of Executive Director: 

Printed Name of Executive Director: Patty Fernandez-Torres

Date Submitted: July 14, 2016



City of Seaside
Community Development Block Grant (CDBG) Program
Subrecipient Year-End Narrative Form
FY 2015 - 2016

Agency Name:	Legal Services for Seniors
Preparer's Name and Phone Number:	Kelie D. Morgantini, Executive Director 831.899.0492
Contract Amount:	\$15,000
Indicate Source of Funding:	CDBG

Number Disabled Assisted:	7
Number Seniors Assisted:	285 direct (attorney-client privilege) clients assisted, 135 community clients served in Oldmeyer Center presentations.
Number of Single Female Head of Household Assisted:	179 (63% of direct clients).
Number Total Persons Assisted:	420 (285 direct service + 135 presentations).

Brief Narrative of Program Funded: (Address the Objective, Applicable HUD Objective/Outcome Statement and Activity in the Scope of Work) Maximum 4,000 characters.	
Provide no-cost legal services up to and including court representation to all Seaside residents age 60 and above. LSS' goal is to be available to address and correct the legal damage perpetrated upon Seaside seniors who seek our assistance. LSS helps Seaside seniors with direct, confidential attorney services and presentations at community events. If LSS were not here to help our clients address their legal problems, the problems would escalate, run unchecked and eventually result in a senior's deteriorated health and homelessness.	

Address each Outcome in the Scope of Work (refer to Attachment A of your CDBG Funding Agreement)	
Outcome #1 – Create a suitable living environment.	LSS provides professional legal representation and assistance to seniors, giving them the ability to assert their rights as tenants to healthy safe living environments in landlord/tenant situations.

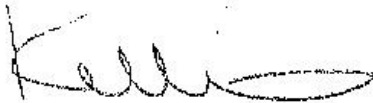
Agency Name: Legal Services for Seniors

	<i>construction and home repair issues, financial abuse and other income issues which can affect their ability to stay in their homes as healthy, independent seniors.</i>
Outcome #2 – ///	///
Outcome #3 – ///	///
Outcome #4 – ///	///
Address each Measure in the Scope of Work (refer to Attachment A of your CDBG Funding Agreement)	
Measure #1 – <i>Provide legal services to seniors who reside in Seaside.</i>	<i>LSS provided direct legal services to 278 Seaside seniors including superior court representation, assistance with public and private benefits, landlord-tenant issues, Wills, Advance Health Care Directives and more at our Seaside office (915 Hilby Avenue, Suite 2) Monday through Friday from 9:00 AM to 5:00 PM and at ten outreach sites throughout Monterey County.</i>
Measure #2 – <i>Prevent seniors from being targeted by dishonest individuals.</i>	<i>In addition to one-on-one legal assistance, LSS presented community forums on consumer scams, financial protection and elder abuse (in both English and Spanish) for various groups in Seaside at the Oldemeyer Community Center.</i>
Measure #3 – <i>Help enable seniors to live independently by providing legal services at no cost.</i>	<i>LSS' no-cost legal services empowers our clients to take part in their own advocacy. A senior who has been victimized is concerned he will be viewed as not capable of taking care of himself (or "ready for the nursing home" as one of our clients once put it). Seeking our professional legal help enables a senior to take part in the action needed to correct that victimization. Empowered and engaged, our clients hold onto their independence and remain productive Seaside residents.</i>
Measure #4 – ///	///
Description of Outreach Efforts to Residents by Census Tracts	<i>To publicize our no-cost legal services to potential clients, LSS placed advertisements in local print publications (including the Monterey County Weekly), distributed agency brochures (in the</i>

Agency Name: Legal Services for Seniors

	<i>Seaside library and local businesses), aired radio interviews and PSA's with Monterey Peninsula radio stations (mentioning our Seaside office) and promoted our services at community events.</i>
Description of Successes In Program Delivery	<i>Each client was counseled on a one-to-one basis with 1 to 20 hours of no-cost legal assistance by LSS' licensed California attorneys and legal advocates. This same service, in the private sector ranges from \$200 to \$450 per hour, a cost our clients could never afford. LSS' program success is measured by the 285 direct clients who saved (at the lowest going rate) more than \$57,000 in fees they would otherwise have paid to private attorneys. Such costs could never have been paid by our Seaside low and very-low income clients – who would have gone without the legal representation keeping them in their homes and financially healthy.</i>

Signature of Executive Director:



Kellie D. Morgantini

Executive Director

Legal Services for Seniors

Date Submitted: July 14, 2016



**City of Seaside
Community Development Block Grant (CDBG) Program
Subrecipient Year-End Narrative Form
FY 2015 - 2016**

Agency Name:	Meals on Wheels of the Monterey Peninsula, Inc.
Preparer's Name and Phone Number:	Christine M. Capen-Frederick 831/375-4454
Contract Amount:	\$10,000
Indicate Source of Funding:	CDBG

Number Disabled Assisted:	8
Number Seniors Assisted:	137
Number of Single Female Head of Household Assisted:	64
Number Total Persons Assisted:	144

Brief Narrative of Program Funded: (Address the Objective, Applicable HUD Objective/Outcome Statement and Activity in the Scope of Work) Maximum 4,000 characters. Meals on Wheels' Home Delivered Meals program has developed to meet the complex nutritional needs of frail, elderly and disabled homebound adults who cannot shop or cook for themselves and have no adult caregiver in the home. It is currently the only program on the Monterey Peninsula to deliver 2.5 nutritious meals per day, five days per week, with an extra Friday meal for the weekend. The program delivers to all qualified homebound elderly and disabled adults in Seaside. Daily meals include milk, cereal, juice, fresh fruit, a freshly prepared hot entrée, soup or salad, a sandwich and a dessert. The hot entrée includes one protein, one vegetable and at least 600 calories. On Friday, MOWMP offers a double meal that provides food for one day of the weekend. Per federal contract, meals meet rigorous national guidelines for healthy senior nutrition. Because clients do not have ready access to healthy nutrition, the federal government considers the majority of homebound adults to be at nutritional risk. Benchmarks for healthy nutrition include eating at least two meals per day and eating fresh fruits,
--

Agency Name: Meals on Wheels of the Monterey Peninsula

vegetables and dairy daily.

In keeping with the Administration on Aging Performance Goal 2, the Home Delivered Meals program also "enables seniors to remain in their own homes with a high quality of life for as long as possible." (Administration on Aging: *Health and Human Services Fiscal Year 2012*, pg. 18 (2011)). When asked, homebound Californians report that they prefer to remain independent, with dignity, in the comfort of their own homes rather than to be institutionalized. In our June 2016 written survey, 98% of clients indicated that Home Delivered Meals helped to keep them in their homes.

The Home Delivered Meals program offers ancillary benefits to clients as well. As outlined by the Administration on Aging, Meals on Wheels programs "present opportunities for social engagement, which contribute to overall health and well-being." (Department of Health and Human Services: *Fiscal Year 2012, Administration on Aging Justification of Estimates for Appropriations Committee* (2011), pg. 53). Approximately 95 volunteer drivers provide clients with daily social interaction and information. Drivers also monitor client well-being and look for signs of elder abuse or self-neglect. In such instances, the program manager informs family members, emergency services and county adult protective services as appropriate. MOWMP partners with Monterey County Adult Protective Services, the Monterey County Area Agency on Aging and nonprofits such as the Alliance on Aging and Legal Services for Seniors to ensure that families have the information they need to address issues facing an elderly/disabled parent or relative.

Where once the home delivered meals program acted as supplemental nutrition for homebound adults, it has now become the chief source of nutrition for a population significantly impacted by the current economic downturn. Many senior clients are aging up and out of their savings. The average per delivery client donation stands at \$2.49 today for a delivery which costs MOWMP \$17.00 per delivery. At present, MOWMP partially or fully subsidizes meals for 50% of clients. MOWMP has seen a 30% increase in the number of Seaside clients and may be forced in the coming year to create a waiting list should additional funding not be found.

Character count: 3374

Address each Outcome in the Scope of Work (refer to Attachment A of your CDBG Funding Agreement)

Outcome #1 – (Write in Outcome)

Address potential nutritional risk among low income frail, elderly and disabled adults. Two surveys conducted per year to ascertain two

(Narrative)

MOWMP conducted two surveys in Dec 2015 and April 2016 to ascertain the percentage of clients eating two meals per

Agency Name: Meals on Wheels of the Monterey Peninsula

benchmarks for healthy nutrition – eating two meals per day and eating fresh fruits and vegetables daily.	day and eating fresh fruits, vegetables and dairy daily.										
Outcome #2 – (Write in Outcome) Perform daily wellness checks on clients	(Narrative) (Narrative) Approximately 40 trained MOWMP volunteer drivers conducted daily wellness checks on 100% of Seaside clients, who lived on the eight meal delivery routes in Seaside. If a client was found to be in distress, family and appropriate medical/emergency services were called to aid clients. In keeping with MOWMP's commitment to track the number of calls made on behalf of residents of the city of Seaside. Calls were made as follows: <table> <tr> <td>Adult Protective Services</td> <td align="right">1</td> </tr> <tr> <td>Emergency contact Person</td> <td align="right">6</td> </tr> <tr> <td>Family</td> <td align="right">19</td> </tr> <tr> <td>Hospital</td> <td align="right"><u>21</u></td> </tr> <tr> <td>Total for SEASIDE</td> <td align="right">47</td> </tr> </table> MOWMP conducted a qualitative survey of clients in December 2015 and April 2016. Program benefits investigated included ability of client to remain in own home, importance to client health and wellbeing and importance of daily socialization with volunteer.	Adult Protective Services	1	Emergency contact Person	6	Family	19	Hospital	<u>21</u>	Total for SEASIDE	47
Adult Protective Services	1										
Emergency contact Person	6										
Family	19										
Hospital	<u>21</u>										
Total for SEASIDE	47										
Outcome #3 – (Write in Outcome)	(Narrative)										
Outcome #4	(Narrative)										
Address each Measure in the Scope of Work (refer to Attachment A of your CDBG Funding Agreement)											

Agency Name: Meals on Wheels of the Monterey Peninsula

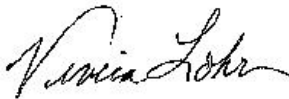
Measure #1 – <i>(Write in Measure)</i>	<i>(Narrative)</i>
% of clients eating two meals per day	81% of clients reported eating two meals per day and 17% reported that they sometimes ate two meals per day.
% of clients eating fresh fruits, vegetables and dairy daily.	77% of clients reported eating fresh fruits, vegetables and dairy daily, 15% of clients reported eating two of the three items and 6% reported eating one of three. Lactose intolerance, lack of hunger, dislike of certain fruits and vegetables, and dental problems were cited as the reasons for not eating all three products.
Measure #2 – <i>(Write in Measure)</i>	<i>(Narrative)</i>
Perform Daily Wellness Check	100% of clients received daily wellness check from a trained volunteer. Volunteer training took place once per year to ensure parameters and efficacy of wellness check procedures.
Measure #3 – <i>(Write in Measure)</i>	<i>(Narrative)</i>
Conduct a qualitative survey, 2 times per year, in December and April to ascertain importance of following program benefits: 1) Program aided clients in remaining in own home. 2) Program contributed to client health and well-being 3) Daily socialization with volunteer important part of program.	1) 83% of clients reported that program helped them to remain in their own home and 15% reported that program somewhat helped them to remain at home. 2) 91% of clients reported program important to health and wellbeing and 9% reported program somewhat important to health and wellbeing. 3) 68% of clients reported daily socialization with volunteer very important to them and 24% reported it was somewhat important. 7% claimed the program was NOT important to them. 1% did not respond to the question.
Measure #4 – <i>(Write in Measure)</i>	<i>(Narrative)</i>
Description of Outreach Efforts to Residents by Census Tracts	
Description of Successes in Program Delivery	100% of qualified homebound seniors who applied to the home delivered meals program was served by the program.

Agency Name: Meals on Wheels of the Monterey Peninsula

	The number of Seaside clients served has grown from 121 in FY14-15 to 144 in FY 15-16. Of that number 137 were senior clients. In 2015-2016, Meals on Wheels made 22,177 deliveries (55,443 meals) of 2.5 meals per day to frail, elderly and disabled adults in the City of Seaside. The growth in the number of clients is impacting MOWMP's budget, as clients contributed on average \$2.49 for a meal that cost the agency \$17.00. Food costs alone rose from \$5 per per delivery to \$7.36. The City of Seaside contributed \$10,000 to a program that is now costs approximately \$163,334 for the City of Seaside alone. The remaining funds required to serve residents of Seaside were raised by MOWMP through federal grants, foundation support, direct mail and special events. The vagaries of the economy and the need in Monterey County makes fundraising from foundations increasingly difficult. In 2015-2016, Meals on Wheels served 144 Seaside residents, 137 of whom were seniors. Seven (7) residents were disabled non seniors. No Seaside client was turned away due to financial hardship. Of the 144 clients served, 136 or 95% were low income. Of that number, 41% (58) had incomes at or below the federal poverty level. Meals for clients who could not make a contribution to the costs were subsidized by the MOWMP through a variety of fundraising efforts. However, the significant growth of the Seaside program and the gradual loss of volunteer drivers may make it impossible for MOWMP to continue to serve all Seaside clients. At the Area Agency on Aging's suggestion, MOWMP may create a waiting list for service. Clients in the greatest need
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Agency Name: Meals on Wheels of the Monterey Peninsula

	will be served first. We hope that this step will not be necessary, but rising food costs, an increasing population, and fewer drivers are impacting MOWMP's ability to serve all Seaside clients in need.
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Signature of Executive Director:

Printed Name of Executive Director:

Date Submitted: July 19, 2016



**City of Seaside
Community Development Block Grant (CDBG) Program
Subrecipient Year-End Narrative Form
FY 2015 - 2016**

Agency Name:	The Village Project, Inc.
Preparer's Name and Phone Number:	Melvin T. Mason, Executive Director (831) 392-1500
Contract Amount:	\$46,766 \$10,928.00 MTM
Indicate Source of Funding:	CDBG

Number Disabled Assisted:	23
Number Seniors Assisted:	0
Number of Single Female Head of Household Assisted:	0
Number Total Persons Assisted:	41 (students grades 1-11)

Brief Narrative of Program Funded: (Address the Objective, Applicable HUD Objective/Outcome Statement and Activity in the Scope of Work) Maximum 4,000 characters.

Funding was used to support The Village project, Inc.'s Education and Cultural Enrichment Afterschool Academy through the partial funding of one Tutor position. The Academy provides academic as well as social and emotional developmental clinical support in changing these students' learning and behavioral problems. The objective was to create suitable living environment and the outcome was the provision of availability/accessibility or sustainability. Creating suitable living environment for our program meant having each of our students experience high academic achievement, reduce and extinguish negative behaviors that had been so disruptive to their school and social lives and develop positive self images and esteem. The Outcome of Availability/Accessibility meant that our program would be available to those students on an ongoing weekly basis throughout the school year and that funding from CDBG and other sources such as Foundations would sustain the program throughout that academic year. Meeting the Objective and that Outcome meant that we were providing them with academic, behavioral and enrichment supports as well. The enrichment activities are another part of the well rounded learning the students receive. These activities include outings, visits to local and out of town museums, attending plays at PacRep Theatre, with whom we have a partnership, art, music and cultural events. Meeting this Objective as in the past was validation that we were providing these students with well rounded activities and opportunities for learning.

Agency Name: THE VILLAGE PROJECT, INC.

Address each Outcome in the Scope of Work (refer to Attachment A of your CDBG Funding Agreement)

Outcome #1 – <i>(Write in Outcome)</i> To help continue the tradition of “no cost” services and programs that our community supports and relies on through the Afterschool Academy.	<i>(Narrative)</i> The Education and Cultural Enrichment Afterschool Academy was created to provide “no cost” educational and behavioral supports for students grades 1-12 who are at risk for failure in school as well as at risk for contact with the Juvenile Justice System.
Outcome #2 – <i>(Write in Outcome)</i> Improve and embrace cultural awareness and differences through the Education and Cultural Enrichment Afterschool Academy.	<i>(Narrative)</i> As part of the program’s name implies, this program has a major focus on the importance of culture, cultural identity and cultural appreciation.
Outcome #3 – <i>(Write in Outcome)</i> Maximize collaboration with other local community public service agencies.	<i>(Narrative)</i> One of the hallmarks of the existence of this program is its ability to build alliances and collaborations with local organizations to carry out its work in a more effective manner.
Outcome #4	<i>(Narrative)</i>

Address each Measure in the Scope of Work (refer to Attachment A of your CDBG Funding Agreement)

Measure #1 – <i>(Write in Measure)</i> Document the “no cost” services and programs and how these programs support the individual, family, schools and community at large.	<i>(Narrative)</i> All 41 of the students in our program were there free of any costs. Our program does not charge admission. Nor does our program charge for healthy snacks each student enjoys each day. Neither do we charge for outings, field trips or visits to museums, plays and universities. As a result all of our students – many of whom have never been to activities such as these have been provided with experiences they never would have before been able to be involved. This broadening of their educational and learning experiences provided additional support to teachers and
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Agency Name: THE VILLAGE RESTAURANT INC.

	to the home environments in which these children live.
Measure #2 – (Write in Measure) Document the steps taken through counseling and classroom setting to improve and embrace cultural awareness and differences and how the program has helped to break down stereotypes, racism and bullying.	(Narrative) Throughout the school year, there have been various workshops and activities that focused on culture, cultural awareness and cultural appreciation. These are ongoing activities year to year in our program. Students learn about each other's cultures and heritages. Appreciation for cultural differences is strongly emphasized in the program. In addition, there are ongoing classes that focus on bullying and developing methods and approaches to intervene and prevent it from happening.
Measure #3 – (Write in Measure) Document referral program and/or collaboration efforts for each individual.	(Narrative) The majority of our students this past school year suffered from an array of emotional and psychological difficulties. Each of them – 26 to be exact – either engaged in on site counseling or were referred to family therapy by the program. Since the students are part of our agency, their referrals were given priority. Additionally, some of our students became involved in organizations with which we have developed strong partnerships and collaborations, such as the Monterey County NAACP Youth Council, the youth section of the Monterey Council of LULAC, the annual County-wide Youth Summit held in Seaside, and the adult African American Sororities and Fraternities from which we have acquired mentors for many of the students.
Measure #4 – (Write in Measure)	(Narrative)
Description of Outreach Efforts to Residents	Efforts to outreach in all tracts where residents live involved what is now our

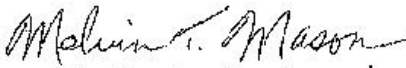
Agency Name: THE VILLAGE PROJECT, INC.

by Census Tracts	traditional approaches of presentation to churches, community organizations and community events. We have held open houses as well as handed out flyers and other agency and program memorabilia to inform residents about our agency and, especially, our Education and Cultural Enrichment Afterschool Academy. These outreach activities resulted in the most ever number of students enrolled in our program. We went beyond our stated goal of enrolling 33 students only because the needs of these students were so great. Over the course of the Spring Semester, we amassed a wait list of nearly 40 more students whom we could not bring into our program due to capacity limitations.
Description of Successes in Program Delivery	For this school year, goals were as follows: that 75 percent of the newly enrolled students will raise their grade point averages (or equivalents for elementary school students who receive numbers instead of grades) by .5 and receive no more than two C's and no D's or F's. We had two students out of the newly enrolled 19 students who did receive an F. Another goal was to be suspension free through the school year. We had one student of the 41 who received a one-day suspension. No students received detention and two received a lesser disciplinary action. We felt these accomplishments were remarkable considering that the majority of newly enrolled students had received, in some instances, multiple suspensions and numerous disciplinary actions before coming into our program. It should be noted that three of our

Agency Name: THE VILLAGE PROJECT, INC.

students will be enrolling into prestigious private schools. All of them could barely read when they came into our program four years ago. Now, two of them have been accepted at York School and the other one has been accepted at Robert Louis Stevenson. They will be going into the 9th grade. They each made honor roll at their respective middle schools each semester they were there. They are receiving near "full ride" scholarships to attend. This is a result of a partnership we have developed with those two schools as a result of their announced desire to ethnically diversify their campuses. All three of the students are African American. We believe that these outcomes are what the CDBG is looking for in programs it provides funding support. We believe our program lives up to what CDBG is all about.

Signature of Executive Director:



Printed Name of Executive Director:

MELVIN T. MASON

Date Submitted: July 19, 2016

PR26 - Activity Summary by Selected Grant

Date Generated: 08/25/2016

Grantee: SEASIDE

Grant Year: 2015

Total Grant Amount for 2015 Grant year = \$379,027.00													
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
CA	SEASIDE	2015	B15MC060006	Administrative And Planning	21A		1279	Open	\$22,798.01	\$22,798.01		\$96,405.00	\$58,517.62
				Administrative And Planning					\$22,798.01	\$22,798.01	6.01 %	\$96,405.00	\$58,517.62
CA	SEASIDE	2015	B15MC060006	Public Improvements	03F	LMC	1250	Open	\$0.00	\$0.00		\$68,042.64	\$68,042.64
CA	SEASIDE	2015	B15MC060006	Public Improvements	03F	LMC	1251	Open	\$2,538.49	\$2,538.49		\$47,669.61	\$47,669.61
				Public Improvements					\$2,538.49	\$2,538.49	0.67 %	\$115,712.25	\$115,712.25
CA	SEASIDE	2015	B15MC060006	Public Services	05A	LMC	1282	Completed	\$15,000.00	\$15,000.00		\$15,000.00	\$15,000.00
CA	SEASIDE	2015	B15MC060006	Public Services	05A	LMC	1283	Completed	\$10,000.00	\$10,000.00		\$10,000.00	\$10,000.00
CA	SEASIDE	2015	B15MC060006	Public Services	05D	LMC	1281	Completed	\$11,595.00	\$11,595.00		\$11,595.00	\$11,595.00
CA	SEASIDE	2015	B15MC060006	Public Services	05D	LMC	1284	Completed	\$10,927.50	\$10,927.50		\$10,927.50	\$10,927.50
CA	SEASIDE	2015	B15MC060006	Public Services	05D	LMC	1286	Completed	\$6,261.00	\$6,261.00		\$6,261.00	\$6,261.00
CA	SEASIDE	2015	B15MC060006	Public Services	05F	LMC	1280	Completed	\$10,766.00	\$10,766.00		\$10,766.00	\$10,766.00
CA	SEASIDE	2015	B15MC060006	Public Services	05W	LMC	1285	Completed	\$7,754.00	\$7,754.00		\$7,754.00	\$7,754.00
				Public Services					\$72,303.50	\$72,303.50	19.08 %	\$72,303.50	\$72,303.50
CA	SEASIDE	2015	B15MC060006	Repayments Of Section 108 Loans	19F		1278	Open	\$281,386.50	\$281,386.50		\$281,386.50	\$281,386.50
				Repayments Of Section 108 Loans					\$281,386.50	\$281,386.50	74.24 %	\$281,386.50	\$281,386.50
				Total 2015					\$379,026.50	\$379,026.50	100.00 %	\$565,807.25	\$527,919.87
				Grand Total					\$379,026.50	\$379,026.50	100.00 %	\$565,807.25	\$527,919.87



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: September 15, 2016

**SUBJECT: CONSIDER APPLICATION, DISCUSS AND PROVIDE DIRECTION
ON NEW BINGO LICENSE FOR CHRISTIAN CONGREGATIONAL
CHURCH OF AMERICAN SAMOA**

PURPOSE

The purpose of this item is to provide the City Council an opportunity to review and consider a new bingo license application from the Christian Congregational Church of American Samoa to conduct bingo games in the City of Seaside.

RECOMMENDATION

It is recommended that the City Council consider the application and provide direction regarding a new Bingo license for the Christian Congregational Church of American Samoa located at 3286 Cove Way, Marina, CA to provide Bingo games at the Oldemeyer Center at 986 Hilby Ave. in Seaside.

BACKGROUND

Section 5.16 of the City of Seaside Municipal Code requires that every non-profit organization conducting bingo games in the City have a Bingo License. The licensing process requires that an application be submitted to the City Clerk with the payment of a \$50.00 fee. The application is then reviewed by the City Council, which can issue or deny the license. The license, if issued, is valid for a twelve-month period.

The Christian Congregational Church of American Samoa located in Marina has not previously conducted licensed Bingo games in Seaside. They have submitted their application and the \$50 fee.

FISCAL IMPACT

The fiscal impact of this action results in the collection of \$50 in bingo license fees.

ATTACHMENTS

1. Bingo License Application
-

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

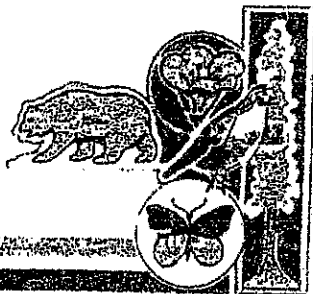
FINANCE DEPARTMENT440 Harcourt Avenue
Seaside, CA 93955Telephone (831) 899-6240
FAX (831) 899-6341
TDD (831) 899-6207**BINGO PERMIT APPLICATION**(pursuant to City of Seaside Municipal Code Section 5.16
and Penal Code section 326.5)DATE OF APPLICATION AUGUST 29, 2016NAME OF ORGANIZATION CHRISTIAN CONGREGATIONAL CHURCH OF AMERICAN SAMOABUSINESS ADDRESS 3286 COVE WAY, MARINA PHONE 831-206-6328LOCATION OF BINGO GAMES 986 HILBY AVE, SEASIDE, CA, 93955
CITY OF SEASIDE, OLDEMEYER CENTERNON-PROFIT ORGANIZATION? YES ✓ NO TAX EXEMPT CATEGORY 99-99 DATE RECEIVED 8/29/16
(If this an initial application, please attach copy of IRS Exemption Letter)INTENDED USE OF BINGO GAME PROCEEDS FUND RAISE FOR Church

OFFICERS OF THE ORGANIZATION:

NAME	TITLE	PHONE
<u>Malaele Tiliaia</u>	<u>Chairman</u>	<u>831-206-6328</u>
<u>Kenisi Havea</u>	<u>Secretary</u>	<u>831-747-5670</u>
<u>Christina Lauofo</u>	<u>Treasurer</u>	<u>831-236-3050</u>

The above named organization agrees to abide by all the rules and regulations set forth in the Seaside Municipal Code, the State of California Penal Code, and the Federal and State Taxing authorities.

SIGNATURE Malaele Tiliaia DATE Aug 29, 2016PRINT NAME Malaele Tiliaia PHONE 831-206-6328LICENSE FEE PAID \$ 50.00 CITY RECEIPT # 00221609DATE PAID 8/29/16



State
of
California

OFFICE OF THE SECRETARY OF STATE

1857198

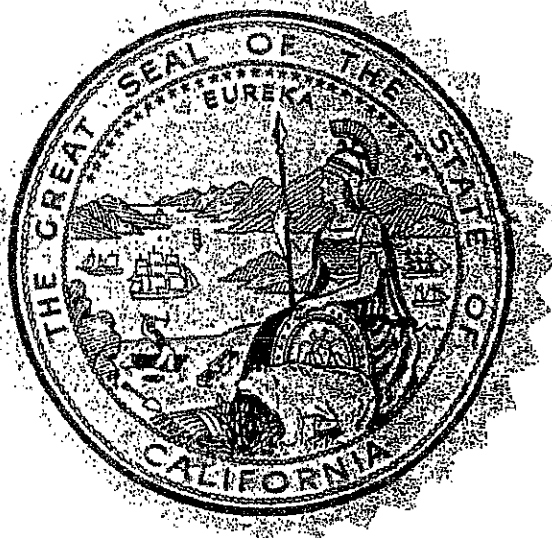
CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

APR 28 1993



March Fong Eu

Secretary of State

ARTICLES OF INCORPORATION

1857198

I

The name of this corporation is UNITED SAMOAN CHRISTIAN CHURCH OF THE MONTEREY PENINSULA.

II

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

The specific purpose of this corporation is to hold religious services and ceremonies under our Christianity beliefs; worship God in our own language; hold Sunday school and bible studies for the youths in our church; and the Holy Bible as our main document or book of worship.

III

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

Makerusa (Mac) Sopoaga
3052 Mildred Ct.
Marina, Ca 93933

ENDORSED
FILED

In the office of the Secretary of State
of the State of California
APR 22 1993

IV

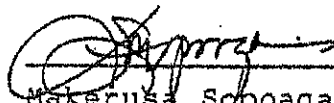
MARCH FONG EU, Secretary of State

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

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

V

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



Makerusa Sopoaga, Treasurer
United Samoan Christian Church
Of The Monterey Peninsula

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
FRESNO CA 93888

DATE OF THIS NOTICE: 02-25-92
NUMBER OF THIS NOTICE: CP 575 E
EMPLOYER IDENTIFICATION NUMBER: 77-0301143
FORM: SS-4 TAX PERIOD: N/A
8916604176 0

UNITED SAMOAN CHRISTIAN CHURCH
% MAC SOPOAGA
3052 MILDRED CT
MARINA CA 93933

FOR ASSISTANCE PLEASE
WRITE TO US AT:

INTERNAL REVENUE SERVICE
FRESNO CA 93888

BE SURE TO ATTACH THE
BOTTOM PART OF NOTICE

OR YOU MAY CALL US AT:

1-800-829-1040

NOTICE OF NEW EMPLOYER IDENTIFICATION NUMBER ASSIGNED

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). The number assigned to you is shown above. It will be used to identify your business account, tax returns and documents, even if you don't have employees.

1. Keep a copy of the number in your permanent records.
2. Use your name and the number exactly as shown above on all Federal tax forms.
3. Use the number on all tax payments and tax-related correspondence or documents.

Using a variation of your name or number may result in delays or errors in posting payments to your account. It also could result in the assignment of more than one Employer Identification Number.

We have established the filing requirements and tax period shown above for your account based upon the information provided. If you need help to determine your required tax year, get publication 538, Accounting Periods and Methods, which is available at most IRS offices.

Assigning an Employer Identification Number does not grant tax-exempt status to nonprofit organizations. Any organization, other than a private foundation, having annual gross receipts normally of \$5,000 or less is exempt by statute if it meets Internal Revenue Code requirements. Such organizations are not required to file Form 1023, Application for Recognition of Exemption, or Form 990, Return of Organization Exempt from Income Tax.

However, if your organization wants to establish its exemption and receive a ruling or determination letter recognizing its exempt status, file Form 1023 with the Key District Director. For details on how to apply for the exemption, see Publication 557, Tax-Exempt Status for Your Organization.

Thank you for your cooperation.

Only return this part with your correspondence if you have any questions so we may identify your account. Please correct any errors in your name or address.

CP 575 E

8916604176

YOUR TELEPHONE NUMBER BEST TIME TO CALL
() -

DATE OF THIS NOTICE: 02-25-92
EMPLOYER IDENTIFICATION NUMBER: 77-0301143
FORM NUMBER: SS-4
TAX PERIOD: N/A

INTERNAL REVENUE SERVICE
FRESNO CA 93888

UNITED SAMOAN CHRISTIAN CHURCH
% MAC SOPOAGA
3052 MILDRED CT
MARINA CA 93933

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANIA CIRCLE
MONTEREY PARK, CA 91754

DEPARTMENT OF THE TREASURY

Date: **AUG 05 1993**

UNITED SAMOAN CHRISTIAN CHURCH
C/O MAC SOPOAGA
3052 MILDRED CT
MARINA, CA 93933

Employer Identification Number:
77-0301143
Case Number:
953173329
Contact Person:
HUGH RAMIREZ
Contact Telephone Number:
(213) 725-7002
Accounting Period Ending:
December 31
Form 990 Required:
No
Addendum Applies:
No

Dear Applicant:

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

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(i).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. This does not apply, however, if you make or have made a timely election under section 3121(w) of the Code to be exempt from such tax. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

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

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

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not

Letter 947 (DO/CG)

UNITED SAMOAN CHRISTIAN CHURCH

necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

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

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

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

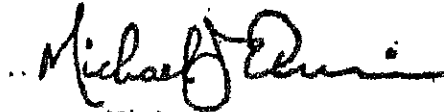
Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

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UNITED SAMOAN CHRISTIAN CHURCH

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

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Michael J. Quinn". The signature is fluid and cursive, with the first name "Michael" being more prominent.

Michael J. Quinn
District Director

Letter 947 (DO/CG)



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 11.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: September 15, 2016

**SUBJECT: APPROVE RESOLUTION AUTHORIZING THE FINAL BUDGET
ADJUSTMENTS OF THE 2015-2016 FISCAL YEAR**

PURPOSE

The purpose of this item is to give the City Council and the Successor Agency Board an opportunity to review and approve a resolution authorizing the final budget adjustments of the 2015-2016 Fiscal Year.

RECOMMENDATION

It is recommended that the City Council and the Board of the Successor Agency approve the attached resolution adopting the 2015-2016 Final Budget Adjustments.

BACKGROUND

The City Council and the Successor Agency Board approved the 2015-2016 Budget on June 18, 2015, after reviewing, discussing and conducting public hearings on the Proposed Budget. The 2015-2016 Adopted Budget was reviewed several times during the fiscal year, including the Mid-Year Review. Budget adjustments were made during the year and at the Mid-Year Review.

At this time, staff is finalizing the 2015-2016 numbers in anticipation of the City and Successor Agency auditors coming to do the year end audit work. As we do every year, part of the City staff's year end work is an analysis of the budget to actual numbers. This leads to final budget adjustments.

FISCAL IMPACT

No direct fiscal impact from this proposed action.

ATTACHMENTS

1. Resolution Approving Final 2015-2016 Budget Amendments
 2. List of Proposed Final 2015-2016 Budget Amendments
-

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

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

**ADOPTING THE FINAL ADJUSTMENTS TO THE BUDGET OF THE CITY OF
SEASIDE AND THE SUCCESSOR AGENCY FOR THE FISCAL YEAR 2015-2016**

WHEREAS, the City Council and the Agency Board of the Successor Agency of the Redevelopment Agency of the City of Seaside reviewed and adopted the 2015-2016 Annual Operating Budget on June 18, 2015; and

WHEREAS, the City Council and the Agency Board conducts periodic reviews of the Operating Budget; and

WHEREAS, the City Council and the Agency Board have conducted a Year-end Review and proposed changes to 2015-2016 Annual Budget; and

WHEREAS, the City Council and the Agency Board are required to approve changes to the 2015-2016 Operating Budget by resolution.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside and the Agency Board of the Successor Agency of the Redevelopment Agency of the City of Seaside adopts the proposed modifications to the 2015-2016 Budget, as detailed in the list attached, as may be modified and incorporated by staff, as authorized,

PASSED AND ADOPTED at a meeting of the City Council of the City of Seaside and the Agency Board of the Successor Agency of the Redevelopment Agency of the City of Seaside duly held on the 15th day of September, 2016 by the following vote:

AYES:	COUNCIL MEMBER/BOARDMEMBERS:
NOES:	COUNCIL MEMBER/BOARDMEMBERS:
ABSENT:	COUNCIL MEMBER/BOARDMEMBERS:
ABSTAIN:	COUNCIL MEMBER/BOARDMEMBERS:

Ralph Rubio, Mayor/Chair

ATTEST:

Lesley Milton
City Clerk/Agency Clerk

**City of Seaside
General Fund
2015-2016
Proposed Final Budget Adjustments**

	<u>Budget Increase (Decrease)</u>
Budgeted Revenues:	
General Fund:	
Sales Tax	(\$ 200,000)
Property Tax	\$ 53,000
Dissolution Property Tax Distributions	\$ 355,000
Sand City Settlement Payment	\$ 182,000
Transient Occupancy Tax	(\$ 97,000)
Franchise Taxes	\$ 113,000
Utility Users Tax	(\$ 110,000)
Business License Tax	\$ 140,000
Police Service Charges and Reimbursements	\$ 36,000
Planning and Building Permits	(\$ 86,000)
Court Fines	(\$ 18,000)
Rentals	(\$ 12,000)
Mandated Cost Reimbursements	(\$ 11,000)
Traffic Safety Fines	(\$ 16,000)
BAR Review Fees	(\$ 16,000)
Fire Services Reimbursements	\$ 38,000
Public Works Reimbursements	(\$ 40,000)
Planning and Economic Development Reimbursements	\$ 88,000
City Clerk Reimbursements	\$ 15,000
Recreation Fees	<u>\$ 8,000</u>
Net General Fund Budgeted Revenue Increases	<u>\$ 422,000</u>
Budgeted Expenditures:	
General Fund:	
City Council: Water Authority Dues	(\$ 27,000)
City Manager: Vacation/comp time payoff	\$ 49,000
Professional Services	(\$ 10,000)
Human Resources: Salaries & benefits	(\$ 13,000)
City Attorney: Professional Services	(\$ 56,000)
Police: <i>Administration:</i>	
Salaries & benefits	(\$ 56,000)
Background Investigations	\$ 41,000
County Communications	(\$ 110,000)
Booking Fees	\$ 13,000

		Budget Increase (Decrease)
	<i>Patrol:</i>	
	Salaries & benefits	(\$ 368,000)
	Fitness Program	(\$ 9,000)
	Ammunition	(\$ 11,000)
	Equipment	\$ 30,000
	<i>Investigations:</i>	
	Salaries & benefits	\$ 73,000
	Training and Education	(\$ 18,000)
Fire:	<i>Administration:</i>	
	County Communications	(\$ 13,000)
	<i>Operations:</i>	
	Salaries & benefits	\$ 107,000
	Supplies and services	\$ 12,000
	<i>OES Strike Team:</i>	
	Salaries & benefits	\$ 41,000
Resource Management:		
	<i>Community Development Administrative:</i>	
	County Communications	(\$ 5,000)
	LAFCO charges	\$ 25,000
	<i>Building :</i>	
	Subcontract work	\$ 20,000
	<i>Inspection :</i>	
	Subcontract work	(\$ 40,000)
	<i>Planning :</i>	
	Salaries & benefits	(\$ 19,000)
	Legal Services	\$ 25,000
	Consultant	\$ 14,000
	Temporary contract services	\$ 20,000
	Subcontract work	(\$ 34,000)
	<i>Community Development:</i>	
	Salaries & benefits	(\$ 25,000)
	Marketing Materials	(\$ 13,000)
	Consultant	(\$ 31,000)
	Computer Supplies	(\$ 15,000)
	<i>Transfers out:</i>	
	Stormwater Master Plan	(\$ 65,000)
	Patullo Swim Center	(\$ 20,000)
	<i>Government Buildngs:</i>	
	Salaries & benefits	(\$ 16,000)
	Janitorial Supplies	(\$ 10,000)
	Department Consumables	\$ 18,000
	Utilities	(\$ 61,000)

	Budget Increase (Decrease)
<i>Parks :</i>	
Facilities - Subcontract	\$ 10,000
Facilities - Equipment	\$ 58,000
Community Projects - Salaries & benefits	\$ 41,000
Irrigation – Salaries & benefits	(\$ 63,000)
Irrigation – Water	(\$ 58,000)
Trees – Salaries & benefits	(\$ 11,000)
<i>Engineering:</i>	
Salaries & benefits	\$ 62,000
<i>Recreation:</i>	
Salaries & benefits	\$ 30,000
<u>Net Change in Budgeted Expenditures</u>	<u>(\$ 538,000)</u>
<u>Net Budget Changes in the General Fund</u>	<u>\$ 960,000</u>

**City of Seaside
Other Funds
2015-2016
Proposed Final Budget Adjustments**

	Budget Increase (Decrease)
Laguna Grande Parking Fund:	
Revenues	(\$ 130,000)
Salaries and benefits	(\$ 20,000)
Subcontract expense	(\$ 71,000)
Utilities expense	(\$ 15,000)
POMA Fund:	
Revenues	(\$ 182,000)
Salaries and benefits	(\$ 72,000)
Subcontract	(\$ 20,000)
Consumables	(\$ 33,000)
OTS Fund:	
Personnel services, overtime	\$ 18,000

	Budget Increase (Decrease)
Community Development Block Grant Fund:	
Loan Payoff Revenue	\$ 19,000
Salaries and benefits	(\$ 20,000)
Consultant	(\$ 19,000)
Police Grant Fund:	
Salaries and benefits	\$ 10,000
Street Fund:	
Revenues	(\$ 62,000)
Consumables	\$ 11,000
Traffic signals	\$ 10,000
Water	(\$ 96,000)
SAFER Fund:	
Salaries and benefits	(\$ 15,000)
PRVNT Fund:	
Grant Revenue	\$ 80,000
Reimbursements	(\$ 108,000)
Transfer in	(\$ 15,000)
Oldemeyer Fund:	
Revenues	\$ 20,000
Soper Field Fund:	
Revenues	\$ 9,000
Subcontract	\$ 19,000
Stormwater Fund:	
Transfer in, Master Plan	(\$ 65,000)
Salaries and benefits	(\$ 35,000)
Professional services	(\$ 21,000)
Technical services	(\$ 9,000)
Merged Housing Fund:	
Revenues	\$ 55,000
Transfer in	(\$ 208,000)

	<u>Budget Increase (Decrease)</u>
Patullo Swim Center	
Transfer in	(\$ 20,000)
Water Fund:	
Revenues	(\$ 223,000)
Capital project – water main replacement	(\$ 84,000)
Golf Course Fund:	
Principal payments (accounting change only)	(\$ 75,000)
Equipment Maintenance Fund:	
Salaries and benefits	(\$ 88,000)
Parts, Fuel, Repairs, Equipment	(\$ 184,000)
Insurance Fund:	
Revenues	\$ 92,000
Technical services	(\$ 200,000)
Successor Agency Funds:	
Planning Reimbursements	\$ 49,000
Tax Increment Revenues	\$ 378,000
Net transfers in and out between Successor Agency Funds	\$ 0
Expenditures:	
Salaries and benefits	(\$ 30,000)
Professional services	(\$ 53,000)
Golf Resort expenses	\$ 45,000
Technical services	(\$ 7,000)