



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, April 20, 2017
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
Dennis Alexander	Mayor Pro Tem
Jason Campbell	Council Member
David R. Pacheco	Council Member
Kayla Jones	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**

A. PRESENTATION FROM SEASIDE MIDDLE SCHOOL CLASS TECHNOLOGY PROJECT - CITY OF SEASIDE

PURPOSE: To receive a presentation from Seaside Middle School Students who completed a project on the City of Seaside for a community and technology based learning assignment.

RECOMMENDATION: That the City Council receive the presentation, ask questions as appropriate.

B. ARBOR DAY PROCLAMATION AND TREE CITY USA AWARD PRESENTATION

PURPOSE: To receive a presentation from staff on being awarded the Tree City USA designation and to proclaim April 28, 2017 as Arbor Day in the City of Seaside.

RECOMMENDATION: That the City Council receive the presentation and present the proclamation declaring April 28, 2017 Arbor Day in the City of Seaside.

C. PRESENTATION OF THE MARCH 2017 HOUSE OF THE MONTH AWARD

PURPOSE: The purpose of this item is to recognize the homeowners that have been selected as recipients of the House of the Month for March 2017 for beautifying and maintaining their property.

RECOMMENDATION: It is recommended that the City Council present the March 2017 House of the Month award.

D. PRESENTATION OF THE 2017 BUSINESS OF THE FIRST QUARTER AWARD

PURPOSE: To recognize Mariposa Assisted Living located at 1201 La Salle Avenue for beautifying and maintaining the property.

RECOMMENDATION: It is recommended that the City Council present the 2017 Business of the First Quarter Award to Mariposa Assisted Living located at 1201 La Salle Avenue.

E. PROCLAMATION OF SMALL BUSINESS WEEK APRIL 30-MAY 6, 2017

PURPOSE: The purpose of this item is to issue a proclamation recognizing April 30 to May 6, 2017 as Small Business Week in the City of Seaside.

RECOMMENDATION: It is recommended that the City of Seaside proclaim April 30 to May 6, 2017 as Small Business Week in the City of Seaside.

F. PRESENTATION OF CALIFORNIA ASSOCIATION OF LOCAL ECONOMIC DEVELOPMENT (CALED) AWARD OF MERIT TO THE CITY OF SEASIDE FOR "PARK-ing DAY; TACTICAL URBANISM TO JUMP-START ECONOMIC MOMENTUM"

PURPOSE: The purpose of this item is to receive an Award of Merit from the California Association of Local Economic Development (CALED) in the category of 2016 Economic Development Promotions for the PARK-ing Day event held on West Broadway on September 16, 2016.

RECOMMENDATION: It is recommended that the City receive the award from CALED .

8. CONSENT CALENDAR

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

A. APPROVE MINUTES OF APRIL 6, 2017

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 March 25, 2017 through April 7, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of March 30, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,025,070.76.

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

C. APPROVE APPOINTMENTS TO BOARDS COMMISSIONS AND COMMITTEES

PURPOSE: The purpose of this item is to make new appointment to the Board of Architectural Review, Art and History Committees, Parks and Recreation Commission and Community Development Advisory Committee.

RECOMMENDATION: That the appointments be approved as presented.

D. ADOPT A RESOLUTION APPROVING AN AMENDMENT OF LEASE WITH THE CENTRAL CALIFORNIA COUNCIL OF AMERICA YOUTH HOSTELS TO TRANSFER THE LEASE TO THE FORT ORD HOSTEL SOCIETY

PURPOSE: To amend a lease with the Central California Chapter of the American Youth Hostels to change the Lessee to the Fort Ord Youth Hostel Society, a 501(c)3 that was created to replace the Central Coast Chapter of the American Youth Hostels due to restructuring of the national American Youth Hostels.

RECOMMENDATION: It is recommended that City Council authorize the City Manager to execute an amendment to the lease with the Central California Council of America Youth Hostels to transfer the lease to the newly formed Fort Ord Hostel Society and to make any non-substantive changes as required.

E. AUTHORIZE CITY MANAGER TO EXECUTE WRITTEN AMENDMENTS TO THE CONTRACT TO TRANE U.S. INC. FOR INSTALLATION OF AIR CONDITIONING AT THE SEASIDE CITY HALL

PURPOSE: The purpose of this item is for the City Council to consider authorizing the City Manager to execute written amendments for possible contingency items in an amount not to exceed \$46,000, or ten percent of the total contract value, to the contract with Trane U.S. Inc. to install Air Conditioning at the Seaside City Hall.

RECOMMENDATION: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute written amendments for possible contingency items in an amount not to exceed \$46,000, or ten percent of the total contract value, to the contract with Trane U.S. Inc. to install Air Conditioning at the Seaside City Hall.

F. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE MIDDLE SCHOOL ASSOCIATED STUDENT BODY EAGLES CLUB FOR MIDDLE SCHOOL SPORTS

PURPOSE: The purpose of this agenda item is for the City Council to consider and approve a Three Thousand Dollar (\$3,000) request from Seaside Middle School ASB Eagles Club for a donation from the Mayor's Youth Fund for a youth sports program.

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

G. APPROVE A FEE WAIVER REQUEST FROM NATIONAL COALITION BUILDING INSTITUTE (NCBI) FOR THE COST ASSOCIATED WITH THE FIRST 2017 PENINSULA PRIDE PARADE

PURPOSE: The purpose of this item is to consider the request from National Coalition Building Institute (NCBI) for a waiver of the fees and costs associated with the 2017 Peninsula Pride Parade in the amount of Five Thousand, Two Hundred Twenty Nine Dollars, and Eighty One Cents (\$5,229.81.)

RECOMMENDATION: It is recommended that the request be approved.

H. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL BOYS BASKETBALL

PURPOSE: The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000) request from Seaside High School Basketball Team for a donation from the Mayor's Youth Fund.

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

9. BUSINESS ITEMS

A. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA SUNSHINE REGIONAL CENTER TO ALLOW CITY OF SEASIDE PROPERTIES TO BE CONSIDERED FOR INVESTMENT VIA THE EB-5 VISA PROGRAM

PURPOSE: That the City Council consider approval of an Memorandum of Understanding (MOU) with California Sunshine Regional Center (CSRC) Immigration Services Regional Center Pilot Program. The MOU would allow CSRC to market projects for investment, to pool investments and to invest in projects within the City of Seaside via the EB-5 Visa. By entering into this MOU, the City will provide an additional financing mechanism for various development, infrastructure and school projects throughout the City of Seaside, and create the potential for millions of dollars in new investment into current and future development projects.

RECOMMENDATION: It is recommended that City Council authorize the City Manager to execute a Memorandum of Understanding between the City and the California Sunshine Regional Center allowing the Regional Center to invest direct foreign capital into the City of Seaside.

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

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.

11. ADJOURNMENT

Next Regularly Scheduled Meeting:

May 4, 2017

7:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, they are asked to contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings.

City Council 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://cyp.telvue.com/player?id=T01629&video=52314&noplaylists=1&width=400&height=300>

Videos of past meetings are available on demand through the City's website: <http://www.ci.seaside.ca.us>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956.

City of Seaside
PROCLAMATION



Arbor Day

April 28, 2017

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, BE IT PROCLAIMED, that, I, The Honorable Ralph Rubio, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim April 28, 2017 as “**Arbor Day**” in the City of Seaside, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Ralph Rubio
Mayor

April 20, 2017



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: David Little, Building Official

DATE: April 20, 2017

**SUBJECT: PRESENTATION OF THE MARCH 2017 HOUSE OF THE MONTH
AWARD**

PURPOSE

The purpose of this item is to recognize the homeowners that have been selected as recipients of the House of the Month for March 2017 for beautifying and maintaining their property.

RECOMMENDATION

It is recommended that the City Council present the March 2017 House of the Month award.

BACKGROUND

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

Each month the Neighborhood Improvement Program Commission selects an award recipient from a list of nominated homes. Barbara and Michael Horner of 1841 Judson Street have been selected for the March 2017 House of the Month award.

FISCAL IMPACT

The fiscal impact is \$48.77 for the plaque and a \$50.00 gift card from the NIPC 2016-2017 FY Budget.

ATTACHMENTS

1. March 2017 House of the Month

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: David Little, Building Official

DATE: April 20, 2017

**SUBJECT: PRESENTATION OF THE 2017 BUSINESS OF THE FIRST QUARTER
AWARD**

PURPOSE

To recognize Mariposa Assisted Living located at 1201 La Salle Avenue for beautifying and maintaining the property.

RECOMMENDATION

It is recommended that the City Council present the 2017 Business of the First Quarter Award to Mariposa Assisted Living located at 1201 La Salle Avenue.

BACKGROUND

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

Each quarter, the Neighborhood Improvement Program Commission selects an award recipient from a list of nominated businesses. The Mariposa Assisted Living located at 1201 La Salle Avenue was selected as the Business of the First Quarter for 2017.

FISCAL IMPACT

The fiscal impact is \$48.77 for the plaque from the NIPC 2016-2017 FY Budget.

ATTACHMENTS

1. Business of the First Quarter
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



City of Seaside
PROCLAMATION



“Small Business Week”

April 30 – May 6, 2017

***WHEREAS**, small businesses are the engines of job creation in the United States and this fact comes to life in the City of Seaside, California; and*

***WHEREAS**, small businesses represent a community at work; and often times their value and the role they play in our communities is overlooked because they are small; and*

***WHEREAS**, the impact is evident in our society as more than half of Americans either own or work for a small business, and they create approximately two out of three new jobs in the U.S. each year; and*

***WHEREAS**, in the City of Seaside, our small businesses over the years have provided jobs, paid taxes, and contributed to local charitable and community efforts; and*

***WHEREAS**, owners of small businesses deserve recognition, gratitude and support through the Small Business Administration National Small Business Week April 30 to May 6, 2017; and*

***WHEREAS**, the City of Seaside recognizes that small businesses in Seaside are a core component of our local economy and pays tribute to the determination and entrepreneurial spirit of City of Seaside business owners.*

***NOW THEREFORE, BE IT PROCLAIMED**, that, I, The Honorable Ralph Rubio, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim April 30 to May 6, 2017, as “**Small Business Week**,” and I urge all residents of Seaside to recognize small business for the contributions they make in providing jobs and for the unique cultural and social element they bring to our community.*

Ralph Rubio
Mayor

April 20, 2017



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sharon Mikesell, Administrative Analyst

DATE: April 20, 2017

SUBJECT: PRESENTATION OF CALIFORNIA ASSOCIATION OF LOCAL ECONOMIC DEVELOPMENT (CALED) AWARD OF MERIT TO THE CITY OF SEASIDE FOR "PARK-ing DAY; TACTICAL URBANISM TO JUMP-START ECONOMIC MOMENTUM"

PURPOSE

The purpose of this item is to receive an Award of Merit from the California Association of Local Economic Development (CALED) in the category of 2016 Economic Development Promotions for the PARK-ing Day event held on West Broadway on September 16, 2016.

RECOMMENDATION

It is recommended that the City receive the award from CALED .

BACKGROUND

Each year CALED recognizes achievements and success stories from around California. Achievement in Economic Development Promotions recognizes outstanding efforts and achievements in economic development advertising, marketing and promotion during 2016. The emphasis is on effective public relations and comprehensive ongoing business development campaigns that utilize special web sites, print, or broadcast media, collateral material, video or personal contact efforts.

Tactical urbanism helped the City of Seaside begin transforming Broadway Avenue into a vibrant downtown. PARKing Day is an international event, and on September 16, 2016 Seaside participants took over parking spots along the busy street and transformed them into parklets, lounges, medical screening areas and demonstration spaces. The public finally had a reason to hang out on Broadway. Plus it sparked real estate purchases by investors ready to see the transformation begin. Additional pop-up events, like a fashion show and outdoor movies, continue the momentum. Bicycle and pedestrian friendly streetscape improvements begin in a

few weeks.

FISCAL IMPACT

There is no fiscal impact to the general fund.

ATTACHMENTS

1. CALED Awards of Excellence Application
 2. PARK-ing Day "Scrapbook" Page
 3. PARK-ing Day Promotional Activities
-

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke at the end.

Craig Malin, City Manager

CALED AWARDS OF EXCELLENCE CATEGORY: PROMOTIONS

PROJECT/PROGRAM INFORMATION

Enter Name of Project or Program:

Seaside PARKing Day: Tactical Urbanism to Jump-Start Economic Momentum

Enter Name of Category:

Economic Development Promotions

Name Of Company/Organization

To Be Engraved Should You Win:

City of Seaside

Project Synopsis - Description Of Project:

Tactical urbanism helped the City of Seaside begin transforming Broadway Avenue into a vibrant downtown. PARKing Day is an international event, and on September 16, 2016 Seaside participants took over parking spots along the busy street and transformed them into parklets, lounges, medical screening areas and demonstration spaces. The public finally had a reason to hang out on Broadway. Plus it sparked real estate purchases by investors ready to see the transformation begin. Additional pop-up events, like a fashion show and outdoor movies, continue the momentum. Bicycle and pedestrian friendly streetscape improvements begin in a few weeks.

YOUR CONTACT INFORMATION

Name (First & Last):

Sharon Mikesell

Title/Position:

Administrative Analyst

Organization/Company:

City of Seaside

Address:

440 Harcourt Avenue, Seaside, CA 93955

Phone:

831-899-6734

E-mail:

SMikesell@ci.seaside.ca.us

PROJECT/PARTNER INFORMATION (IF ANY) – OPTIONAL N/A

Name (First & Last):

Title/Position:

Organization/Company:

Address:

Phone:

E-mail:

PROMOTION QUESTIONS

1. **Describe project or program (when it began & finished & list multiple phases if any):**

Implementation of the West Broadway Urban Village plan essentially stalled during the recession, and was slow to restart. However, tactical urbanism has helped to jump-start the momentum, in advance of a \$5+ million streetscape improvement. The City of Seaside has a strategy to use tactical urbanism to gain greater awareness of the fun, vibrant potential of Broadway. Investors have begun purchasing buildings and new businesses are expected to open in 2017. Interest in real estate has dramatically increased with the additional PR. All of this happened because Seaside decided to participate in PARKing Day.

PARKing Day is an international event where participants take over on-street parking spaces and transform them into non-automotive uses. Seaside examples included: demonstration of water usage during a 5, 10 and 20 minute shower; health screening; a 1970's reading lounge; and an outdoor BBQ with the local police, along with 9 others. Seaside solicited donated prizes to award 4 winning entries. The total expenditure for the event was less than \$100, yet in the 3 months following, just under \$1 million in real estate transactions have occurred on Broadway. The pop-up activities helped to generate publicity in local media (print, TV, radio and social media) which in turn began to generate investment interest. Additional pop-up activities, like a pop-up fashion show and pop-up outdoor movie, continue to add to the momentum. Other pop-ups under discussion include: restaurants and an arts and craft fair. City staff is even considering a pop-up office on Broadway.

Tactical urbanism has also motivated property-owners to take action to improve their buildings, many of which had seen better days. Council is studying waiving or allowing payment plans for fees for building improvements, to motivate Broadway owners to perform delayed maintenance. Council will announce a fee program early in 2017. This will complement the streetscape and traffic improvements that begin in March 2017, culminating in 2018 where the expectation is that streets, sidewalks and buildings will all look spectacular for the ribbon-cutting event.

The City of Seaside had been reluctant to use social media, and coinciding with PARKing Day, Twitter and Facebook use was approved for promotions.

To summarize, an act of tactical urbanism allowed the City of Seaside to start the momentum of close to \$1 million in real estate transactions, examine policy changes needed to foster building improvements, and activate social media all in an area in need of vibrancy.

2. What impact has the project/program had on employment, expansion of local tax base & diversification of the area's economy?:

As a result of PARKing Day, just under \$1 million in real estate transactions have taken place in an area that had been stalled. Investors sought us out at PARKing Day to talk about their plans, and how impressed they were that Seaside was trying something creative. Investors wanted to be in on the creative process, and now suggest additional pop-up events.

Building improvements are being made in an area where it looked dated, resulting in a positive image change. Plus, when improvements are completed, new businesses will be in many of the updated buildings, resulting in employment opportunities starting in 2017. Initially we anticipate new restaurants, boutique exercise venue, real estate offices and artists to offer employment. This complements the existing Seaside workforce, and in fact, complements efforts for job-training underway at Seaside and Central Coast High Schools.

Broadway is viewed as being Seaside's downtown area. By making Broadway more vibrant, we are also better positioned to attract other businesses. For example, one recent opportunity presented itself, and Seaside was able to state the improving economy and vibrancy of downtown. We have made it to the next round for that business opportunity, which would bring much-needed diversity of jobs, if not downtown, at least close to it.

The positive image change is sparking additional investment on Broadway. People are buying and leasing buildings on Broadway at a much more rapid pace. We are already planning for the next phase, which involves promoting the open real estate on Del Monte. Inquiries for those parcels has been light, but increasing. Remember, this is all the result of less than \$100 investment in PARKing Day.

3. How has the project demonstrated innovation/creativity & what aspects of it could be replicated in other communities?:

Tactical urbanism has taken on a life of its own in Seaside. Initially the City instigated PARKing Day, sparking creativity from participants as they designed their on-street spaces. Now, pop-up events are instigated by others, including the City. This has resulted in a pop-up fashion show, pop-up restaurant, and soon a pop-up outdoor movie. The City is considering a pop-up office on Broadway. These pop-up events are generating greater awareness of Broadway, resulting in real estate investment, business establishment, job creation, and greater media coverage. Other cities with a stalled area could certainly adapt these techniques.

One of the best outcomes was that investors took notice of the creativity on Broadway, and soon wanted to join the fun. The PR of pop-up events certainly helps to improve the image of Broadway and Seaside, which could use a bit of a touch-up. Policy-makers took notice of the activity and soon wanted to spark even greater investment by incenting building improvements and possibly initiating certain economic development tools like CRIA, EIFD and PBID.

Relationships with media, chambers, visitor's centers and more have improved. Seaside is finding a way to get positive media coverage and unite the community around improving the downtown Broadway area.

Pop-up events also gave us another reason to talk to businesses on Broadway. While there, we reminded them of our free small business consulting services, a clean & green program, PACE financing for energy-efficiency improvements, and more. By adding value to the businesses, we hope to retain them and help them grow.

Tactical urbanism can be fun and as creative as your city will allow! We had parklets that offered health screening, a 1970s inspired reading room, bean bags where you could play games, a koi pond (in chalk), a duck pond (yes, they were rubber), water conservation demonstrations, live demonstration of baseball bat making, and more.

The pop-up fashion show generated a most-festive and well-dressed crowd to an otherwise vacant building. For one evening, they served British tea on the street before the show inside, which featured the creations of a local veteran known for his clothing design flair.

The pop-up restaurant is really a hint of what is to come, as that location will house a restaurant from a well-known, local restaurateur.

The pop-up outdoor movie brings families downtown on an evening, when they otherwise would probably not be there.

None of these ideas are outrageously expensive, yet the return on investment can be huge across a number of areas: real estate, business creation, job creation, image, policy improvements, and establishing a fun, vibrant area.

Other cities should replicate these efforts!

4. What are the project/program's noteworthy contributions to the field of Economic Development?:

There's a well-known adage in economic development that the best business attraction is to have good business retention. Tactical urbanism is helping Seaside businesses to become more widely known, generate potential new customers, and create an image of fun. Outreach to current Broadway businesses has increased, resulting in better public-private relationships. Businesses feel like they are being heard by the City. This will help

with retention and is already helping with business attraction, again, with a phenomenal return on investment: under \$100 generated just under \$1 million in real estate transactions.

Broadway is attracting new businesses, with a different vibe. Instead of thrift stores, it's new restaurants, boutique exercise venues, real estate offices and artists. The mix of businesses is evolving into something exciting that will complement the urban village concept in the specific plan. Placemaking of Broadway is underway!

Tactical urbanism also helped to get Seaside on the map. Compared to our widely-known neighbors like Monterey, Pebble Beach and Carmel, Seaside can get lost in the mix. But pop-up events are generating media coverage and a positive image. Seaside is still viewed as a little edgy, but pop-up events make it a fun place to explore. Now the City of Seaside can finally use social media to continue to leverage this improving image.

Continued pop-up events on Broadway have even led planning and policy-makers to consider fee changes which will stimulate continued investment by property owners on Broadway. These changes are expected to be implemented early in 2017 to continue the momentum of building improvements and real estate transactions.

Policy-makers are even considering the possible formation of CRIA and/or EIFD, plus a PBID. One or more of these options may complement the efforts on Broadway, and perhaps leverage the anticipated larger development projects.

Even the City of Seaside was surprised at the level of success from this small investment in tactical urbanism. Never underestimate the small activities! They can definitely complement your larger desired outcomes. Seaside has now jump-started an area that was stalled, turning it into an area viewed as fun and with great potential.

5. Describe program/project's achievement in obtaining its stated objectives & cost effectiveness:

PARKing Day began as a fun way to jump-start interest in a stalled area. However, the outcomes have far exceeded our expectations. The initial investment of under \$100 has resulted in just under \$1 million in real estate transactions in the 3 months following PARKing Day.

Additional pop-up events have continued, and include a fashion show, restaurant, and soon, an outdoor movie. This has generated media coverage for Seaside and Broadway, which continues to spark even more interest on Broadway.

The pop-up events have led policy-makers to re-evaluate fees related to building improvements, especially in light of the upcoming streetscape investment. The end result is policy-makers intend to take action that will motivate building owners and businesses to make overdue improvements through incentives. Then in 2018 when streetscape work

is done, the buildings will look better and new businesses are expected to be in several of them already in 2017.

Tactical urbanism has also strengthened the City of Seaside connections with various media, including social media. We are now asked to be guests on radio shows to promote the various events. Chambers and visitors centers that used to overlook Seaside are now promoting us along with our notable neighbors like Monterey, Pebble Beach and Carmel.

Regarding being cost effective, we cannot imagine another investment under \$100 that generates just under \$1 million in real estate transactions, and establishes new businesses offering employment in a stalled area.

What will happen as we continue pop-up events? Several pop-ups are happening that are not sponsored by the City now, as tactical urbanism has energy of its own. What success will we see in the future as Broadway continues to evolve?

6. Please attach up to 3 web site links which are relevant to your project/program

<http://www.montereyherald.com/article/NF/20160916/NEWS/160919775> Coverage of event by the *Monterey Herald* newspaper (online version)

<http://www.tout.com/m/ml6u9j> Video from *Monterey Herald* online site interviewing Seaside Economic Development Manager Gloria Stearns during PARK(ing) day.

<http://65mag.com/2016/11/14/the-shape-of-things-to-come-tansamai/> Sequel Popup event on Broadway as a result of the PARK-ing day event.

Please attach up to 3 photos or power point slides (no more than 8 slides) which are relevant to your project/program

PHOTO COLLAGE OF PARKLETS

PROMOTIONAL COLLAGE FROM SHAGBAG/GUSTO/Articles, etc

POSTER WITH OUR CELEBRITY JUDGES



1st Annual Seaside PARK(ing) Day

September 16, 2016

Broadway
Avenue

Parks for a DAY!



Park Place

For a day, parking spaces in downtown Seaside will be turned into parks.

By David Schmalz



Stearns comes to Seaside from Milwaukee, where she says pingpong tables, and even pianos, sometimes appeared on the street.

The idea was first hatched in San Francisco, in 2005: Convert a metered parking space into a public park for one day, creating what has since become known as a "parklet."

Eleven years later, on Friday, Sept. 16, the concept will finally arrive to Seaside. Between 10am and 2:30pm, two blocks on Broadway Avenue—between Calaveras and Hillsdale streets—will

be reduced to two lanes of traffic, and numerous parking spaces will be turned into parklets.

The city will be one of many across the globe doing the same, as the third Friday in September has become known as PARK(ing) Day, an annual exercise in reimagining urban public spaces.

Seaside's participation in the event came by way of Gloria Stearns, an economic development program manager for who started working for the city Aug. 15. A day later, while brainstorming in a meeting, she suggested Seaside take part.

Stearns has since been reaching out to local businesses, on Broadway and elsewhere in Seaside, and has recruited about 10 to join in the festivities.

"They are very happy we're doing this," Stearns says, adding that the city will have a parklet with a fish

theme. "We're trying to have fun with it."

A group of judges will give awards to the most creative parklets, and the event promises to be a preview to the planned revitalization of West Broadway, when the four-lane street will be reduced to two lanes and the street will have bike lanes and wider sidewalks.

Using grants, the city hopes to begin that yearlong project in April 2017. ✪

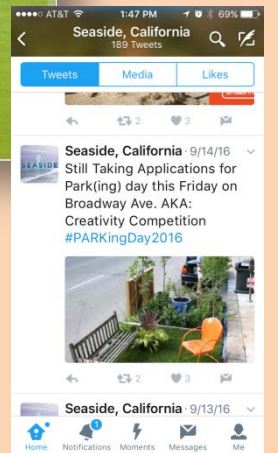
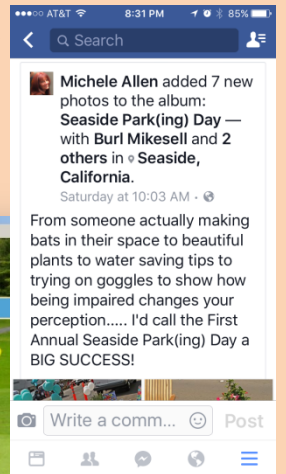
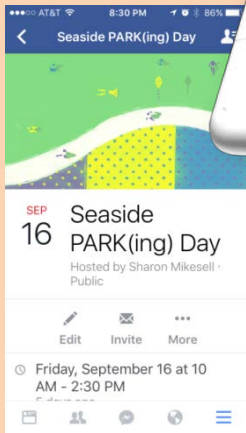
12 MONTEREY COUNTY WEEKLY SEPTEMBER 15-21, 2016

www.montereycountyweekly.com

Seaside PARK(ing) Day FREE Promotional Activities & Shout-outs



Gusto Radio Show September 10, 2016 6pm



Shagbag Radio Show-September 10, 2016 9 am





DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, April 6, 2017
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, Jones, Pacheco, Rubio

ABSENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **REVIEW OF AGENDA**

No changes were requested.

5. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

Robert Colbe spoke to receiving his Cal Am water bill that was twice as much as last month and thinks it is a disgraceful price increase. He requested to pressure the Mayor's group to disassociate from support and to push Cal Am and the PUC to stop making the rate payers pay for Cal Am failing to perform properly.

6. **PUBLIC AGENCY COMMUNICATIONS**

There were no requests to speak.

7. **PRESENTATIONS**

A. **RECEIVE MID YEAR REPORT PRESENTATION FROM MONTEREY COUNTY CONVENTION AND VISITORS BUREAU**

Tammi Blount from the Monterey County Convention and Visitors Bureau presented the mid year report explaining the goal was to grow the economy. She spoke of the tourism being the second largest industry in the county, first largest on the peninsula and noted that Seaside received over \$185 Million in Visitor spending in 2015, 2016 data figures are forthcoming next month. TOT was up in Q1 in Seaside by 3.6% and Q2 had a 2% increase, great growth considering some of the community setbacks. The mid-year report has been updated through the end of February and indicated that the investment year to date was \$53k and economic impact generated by MCCVB was over \$11 million. That was accounted for through room nights booked through the website, group bookings

as well as results from the Grab Life By the Moments campaign. She detailed the marketing activity including ad campgaings, content marketing, promtions and contests, media and public relations, international programs visitor guide and seeMonterey.com as media relations and value, in addition to the Social networks and the social content.

Ms. Blount previewed the newest brand campaign called Sustainable Moments to ensure there is a balance of quality of life with the balance of the tropism economy in an attempt to communicate how residents feel about our community to those that visit it.

Ms. Blount answered questions by the board.

Council Member Pacheco spoke to some notable events in Seaside and requested that the MCCVB consider promoting those within their marketing communications. Mayor Rubio requested Ms. Blout to discuss the pop up events in the community to which she spoke to holding the events in key markets throughout the country, taking chefs, wine makers and local ingredients to introduce them to exceptional aspects of our region and to tell the story of Monterey through the culinary and wine lense. It has been a highly successful.

8. **CONSENT CALENDAR**

Item B, C D, and E were pulled for consideration.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved Item A on the Consent Agenda.

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

A. **APPROVE MINUTES FROM MARCH 16, 2017**

Action: Approved

B. **APPROVE AND FILE CITY CHECKS**

Action: Approved

Mayor Rubio invited comments from the public.

- Felix Bachofner questioned how payroll has affected this report, questioning if there was a third payroll period and questioned if this is the new normal.

Deputy City Manager Hodgson did address the concerns explaining the Finance Department has been short staffed due to employee turnover, there were catch up payments for the payroll and benefits period which are both contained in this report which

pushed the number above the average.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council Approved Item B as presented.

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

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH KEY CLUB

Action: Approved

Council Member Alexander requested a member of the committee to speak about the use of the funds.

Ms. Alice Jordan, off campus adviser to the Key Club spoke of the young people who would like to go and learn more leadership skills at a convention and this request would fund that training experience. She spoke to the changes this year where other schools are not participating locally and this action would allow Seaside students to continue to go. She requested the City Council to invest in the youth in Seaside. She spoke to the membership of approximately 50 youth.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council Approved the item as presented.

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

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE MIDDLE SCHOOL ASB MUSIC CABINET CLUB

City Manager Malin spoke to not receiving all paperwork for this item prior to the meeting. Recreation Director Towne clarified that the request has changed and she requested the item be continued to the next meeting.

On motion by Council Member Jason Campbell and seconded by Council Member Dave

Pacheco and passed by the following vote the City Council continued the item to the April 20, 2017 meeting.

RESULT:	Postponed
MOVER:	Council Member Jason Campbell
SECONDER:	Council Member Dave Pacheco
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	None

E. APPROVAL OF A COST NEUTRAL REORGANIZATION OF THE POLICE DEPARTMENT AND MODIFICATION OF THE POSITION ALLOCATION LIST

Council Member Pacheco questioned the combined usage of staff that will be shared by the Police and Fire Department. He expressed concern that staff consider to make that position a full time position. It doesn't seem fair for that person to work double duty and not be recognized for their efforts

Police Chief Jackson spoke to trying to use existing positions and reallocating existing staff members to work more effectively, with what we have. He detailed the leveraging of skills that could be achieved through the sharing of a position. The position will be evaluated at the end of this Fiscal Year and any changes will be recommended with the next budget cycle.

Mayor Rubio invited comments from the public.

- Ray Dandridge questioned if this item will help with operations because he indicated he has seen some safety concerns in the community and asked if this would help enforcement of safety issues.

Council Member Campbell thanked the Chiefs for keeping an eye on the position to make sure staff is not over burdened.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council Approved the item as presented.

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

9. **BUSINESS ITEMS**

A. **APPROVE A RESOLUTION AUTHORIZING A CONTRACT WITH KOSMONT COMPANIES TO PROVIDE ASSISTANCE IN EVALUATING AND CREATING TAX INCREMENT FINANCING DISTRICTS FOR AN AMOUNT NOT TO EXCEED \$65,000**

Economic Development Manager Overmeyer spoke of the two tax increment financing districts created under the Meloruse Act that would create a special financing district that could benefit the City of Seaside. He explained that they are similar with the exception that a CRIA restores some eminent domain authority and restores the Palanko act, the ability to enforce clean up of a property with environmental hazards. He explained the benefits of enacting this type of district in the City including the ability to build infrastructure, build affordable housing, buy property for economic development, infill development, assemble land parcels together for projects, help with building removal on Fort Ord, and more. Mr. Overmyer further explained that Kosmont had worked with the City in the past with successful analysis and they have professional experience with this type of request. The contract scope was for economic analysis, plan development and assistance in negotiating with taxing entities. Mr. Overmeyer answered questions from the Council.

Council Member Pacheco questioned the cost of the consultants that the City has, and he requested to clarify, what can people see that this program does, to which Mr. Overmeyer explained that these programs or tools are new, but these funds, can assist with generating funds that will replace redevelopment projects that stalled when redevelopment was dissolved in California. The \$65,000 investment, assuming that a relatively conservative development is delivered, this would generate a bonding revenue source of approximately \$50 million for continue development. Council Member Campbell questioned how this compares to redevelopment agencies to which he responded they are very similar, with the main difference is that a taxing entity would have to agree to participate. Council Member Campbell expressed disagreement with the definition of blight to which Mr. Overmeyer indicated that the definition of blight is different than it was with Redevelopment Agencies. Mayor Rubio spoke to Mr. Campbells concerns and clarified that this is to help develop and redevelop parts of the downtown and for infill development. For the base, we know which one is slated for development with huge burdens for development which can be relieved by this financing. In terms of the Downtown Urban Village, when redevelopment dissolved, we were not able to collect properties to be able to generate those necessary catalyst project. These are similar tools, but require more public private partnership.

Mayor Rubio invited comments from the public.

- Felix Bachofner requested clarification as to how many districts are intended to be generated and expressed concern with the City's issuance and oversight of contracts and spoke in support of keeping the project in house or allowing local residents to conduct the study with staff oversight. He indicated the process can be

copied from other cities.

- Ian Oglesby spoke to the bill approval by the state Legislature and agrees that it is a great tool. He indicated that if staff does not have the in-house expertise, it is a good idea to contract out. He believes cities have been waiting on this legislation and process for years as a replacement for Redevelopment dissolution. Mr. Oglesby spoke to the \$110 million in infrastructure needs that could benefit from this type of action and indicated that it is necessary to improve our in order to attract the businesses that we are hoping for. They won't invest in us unless we invest in us first.

City Manager Malin spoke to the need to have generalists internally and when necessary hire specialists and that an independent analysis is extremely beneficial in this area. Council member Alexander agreed with staff that we need the expertise, that it is money well spent, and spoke in support of streamlining the process. He made a motion to approve the item and was seconded by Council Member Pacheco.

Speaking on the second, Council Member Pacheco spoke in support of leading, especially with something that will improve the city. Each project will potentially move the city forward, and finally the infrastructure of the city is lacking and needs to be a priority. Council Member Campbell clarified that he disagreed with subsidizing businesses, that he is not supportive of eminent domain and hopes that it is used as minimally as possible. Other cities have used these programs without exercising eminent domain and have used them in much different ways and more successfully. Mayor Rubio spoke to the redevelopment history in the City of Seaside, and the merging of the areas and spoke to successful programs, and to the challenges that were left when the program dissolved.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council Approved the item as presented authorizing the contract with Kosmont and Associates for a not to exceed cost of \$65,000.

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

B. APPROVE RESOLUTION TO EXECUTE CONTRACT WITH NEW VENDOR FOR PARKING ENFORCEMENT MANAGEMENT

Police Chief Jackson presented a brief report noting that our parking management system of 16 years that previously handled citation appeals, handling fees, managing collections and networking with the DMV on behalf of the City has discontinued our services as part of their reorganization. He indicated it would be very costly to manage those tasks internally. Chief Jackson reported that staff identified another vendor used by a neighboring agency which would provide similar service at a substantial savings. He recommended the City Council authorize the change in service providers.

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

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Jason Campbell and passed by the following vote the City Council Approved the item as presented.

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

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

Council Member Pacheco stood in for the Mayor At TAMC and reported that the grant applications are due June 1. He also noted that the transit from Santa Clara to Salinas will be forthcoming. He expressed concern that there are parking issues with the openings of some bed and breakfasts in Seaside. He requested a status report of the business application process that was being optimized. Council Member Jones reported she will be co-hosting the Health Care town hall at Oldemeyer Center and reported about the upcoming Mosquito Abatement District open house. Council Member Campbell spoke of the waste diversion levels for the City of Seaside, and that individual residences are doing well but multi family is having difficulty, as expected. As state keeps mandating higher diversion rates, jurisdictions need to meet the regulations and we need to find ways to encourage better recycling. He also requested to revisit the contract for JEA and Associates and revisit the benefits. Council Member Alexander spoke of the Red Cross five year effort to install smoke alarms in all residences on the Central Coast to the Seaside High efforts, and hopes that they win for the High School of the year for this chapter. He spoke to the personal meetings the Mayor and he had with applicants for the boards and commissions openings and reported they will be filled very soon. Mayor Rubio spoke to the events attended representing Seaside. He thanked the Council for covering him with committee assignments while he was on vacation.

11. ADJOURNMENT

On motion, the meeting was adjourned at 8:47 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

DATE: April 20, 2017

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 March 25, 2017 through April 7, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of March 30, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,025,070.76.

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, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

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

\$779,977.34 for payroll and benefits;
\$89,600.00 to Conte's Generator Service for Fire Department generator
\$26,350.00 to Fairbank, Maslin, Maulin, Metz & Assoc. for storm drain & marijuana assessment

research;

\$11,425.00 to Patania Masonry for BBQ maintenance at Laguan Grande Park;

\$15,029.08 to Public Safety Consulting for Police investigative services;

\$14,632.70 to Richards Watson & Gershon for legal services;

The remaining checks, totaling \$88,056.64 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: Lesley Milton-Rerig, City Clerk

DATE: April 20, 2017

SUBJECT: APPROVE APPOINTMENTS TO BOARDS COMMISSIONS AND COMMITTEES

PURPOSE

The purpose of this item is to make new appointment to the Board of Architectural Review, Art and History Committees, Parks and Recreation Commission and Community Development Advisory Committee.

RECOMMENDATION

That the appointments be approved as presented.

BACKGROUND

The Commissions, Committees and Boards are City Council appointed advisory bodies that serve as an important link between the City Council and Community by providing direct involvement in policy-making and communication of vital information.

According to Seaside Municipal Code 2.14.040, the Mayor with advice and consent of the City Council, shall make appointments to Commissions, Committees and Boards. The City Manager designates Department Heads or other staff members to act as staff liaison to committees including to regularly attend meetings of advisory bodies to provide technical support.

City staff has submitted multiple advertisements inviting applications for positions on all City of Seaside Boards and Commissions and has listed the Board and Commission openings on the City website and posted vacancies on all of the Public Notice boards. Vacancies have also been posted on City social media accounts.

The Mayor and Mayor Pro Tem invited all current applicants to meet and discuss their applications on March 30th, 2017 as shown on the attached schedule. Staff coordinated with each applicant

regarding possible meeting times. As a result, the following appointments are recommended for the following commissions and terms:

<u>MEMBER NAME</u>	<u>COMMISSION</u>	<u>VACANCIES</u>	<u>TERM</u>	<u>EXPIRATION</u>
Yolletta R. Merritt	Art and History Commission	1	3 Years	April 2020
Lanny Olis	Neighborhood Improvement	2	3 Years	April 2020
Jennifer Rudisill	Neighborhood Improvement	2	3 years	April 2020
Keith Mitchell	Board of Architectural Review	1	4 years	April 2021
Francisco Diaz	CDAC	1	2 years	April 2019
Robert Constant	Parks and Recreation	3	3 years	April 2020
Alecia Gaines	Parks and Recreation	3	3 years	April 2020
Rich Cadigan	Parks and Recreation	3	3 years	April 2020

FISCAL IMPACT

There is no fiscal impact associated with this action.

ATTACHMENTS

1. Meeting Schedule
2. Applications

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Personal Meetings For Board and Commission Appointments

March 30, 2017

Council Subcommittee: Mayor Rubio, Mayor Pro Tem Alexander

Meeting Location: Mayor's Office, 440 Harcourt Ave, Seaside, CA 93950

Meetings Times: 2:00 PM through 4:30 PM

Time	Applicant Name	Board Applied For
2:00	Lanny Olis	Neighborhood Improvement Program
2:15	Jennifer Rudisill	NIP/BAR - Will ask questions about BAR
2:30	Francisco Diaz	Community Development Advisory Committee
2:45	Rich Cadigan	Neighborhood Improvement Program
3:00	Bob Constant	Parks and Recreation
3:15	Yoletta Merrit	Arts and History Commission
3:30	Alecia Gaines	Planning Commission/Open
3:45	Robert Elizar	PC/Neighborhood Improvement Program
4:00	Keith Mitchell	NIP/Parks and Recreation
4:15	LisAnne Sawhney	Parks and Recreation

Board	# of Vacancies	Term
Art and History Commission	1	3 Years
Neighborhood Improvement Program	2	3 Years
Planning Commission	0	4 Years
Board of Architectural Review	1	4 Years
Community Development Advisory Committee	1	2 Years
Parks and Recreation Commission	3	3 years



City of Seaside
City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

RECEIVED

MAR 23 2017

CITY MANAGER'S OFFICE

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: NEIGHBORHOOD IMPROVEMENT PROGRAM Board/Commission/Committee

Name: LANNY P. OLIS

Address: [REDACTED]

Occupation: RETIRED/CAREGIVER

Telephone: [REDACTED] Primary Email: [REDACTED]

Background/Education/Experience/Special Skills: EXCELLENT COMMUNICATION SKILLS BOTH VERBALLY AND WRITTEN. PUBLIC SPEAKING AND COMMUNITY RELATIONS SKILLS.

Are you willing to file Statements of Economic Interest (Form 700)?

☒ YES ☐ NO

Are you able to attend meetings during business hours?

☒ YES ☐ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other information or comments: LIFELONG RESIDENT OF SEASIDE. FAMILY OWNS SAME HOUSE SINCE 1957. LOVE MY CITY!

I will accept the office in the event I am appointed.

Lanny P. Olis
Signature

3/23/17
Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday

♦ Telephone (831) 899-6707 ♦ Fax (831) 899-6201



City of Seaside

City Clerk's Office

Application for Appointment to a City Board/Commission/Committee

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Neighborhood Improvement Program

Board/Commission/Committee

Name: Jennifer Rudisill

Address:

Occupation: Tax Accountant

Telephone:

Primary

Email:

Alternate

Background/Education/Experience/Special Skills : I have a degree in Business Management from Golden Gate

University and took several courses focusing in Public Administration.

Are you willing to file Statements of Economic Interest (Form 700)?



YES

☐ NO

Are you able to attend meetings during business hours?



YES

☐ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other information or comments : I grew up on the peninsula and have been a Seaside Resident since 2011. I am

interested in becoming more involved in my community and would like to help encourage other residents to improve our city.

I will accept the office in the event I am appointed.

Jennifer Rudisill
Signature

2/6/17
Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday

♦ Telephone (831) 899-6707 ♦ Fax (831) 899-6201

Please continue to the next page



City of Seaside
City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

City Clerk's Office

MAR 16 2017

Received

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on:

Community Development Advisory Committee

Name:

Robert W. Coble

Address:

[Redacted Address]

Occupation:

Teacher (Retired); Army Reserve (Retired)

Telephone:

[Redacted Telephone]

Primary

Telephone:

Alternate

Background/Education/Experience/Special Skills:

40 yr (+) Teaching public school math.

25 yrs Army Reserve (Retired First Sgt); Delegate on
Monterey Bay Labor Council;

Are you willing to file Statements of Economic Interest (Form 700)?

☒ YES ☐ NO

Are you able to attend meetings during business hours?

☒ YES ☐ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other information or comments:

Taught in San Jose, Guam & North
Monterey County. Pacific Grove High School Class of
'56; also graduated MPC & STSC. Volunteer at
Monterey Bay Aquarium & Pacific Repertory Theatre Co.
Member Bd of Directors for La Salle Homes Association.

I will accept the office in the event I am appointed.

Signature

March 16, 2017
Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 7:30 am to 5:30 pm Monday thru Thursday - CLOSED FRIDAYS

◆ Telephone (831) 899-6707 ◆ Fax (831) 899-6201



City of Seaside
City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

City Clerk's Office

JAN 21 2017

Received

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: NEIGHBORHOOD IMPROVEMENT PROGRAM COMMISSION Board/Commission/Committee

Name: Richard Cadigan

Address:

Occupation: Retired

Telephone:

Email:

Alternate

Background/Education/Experience/Special Skills : Retired fire battalion chief (30+ years in the fire service).

BS degree in Fire Administration.

Are you willing to file Statements of Economic Interest (Form 700)?

☒ YES ☐ NO

Are you able to attend meetings during business hours?

☒ YES ☐ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other information or comments :

I will accept the office in the event I am appointed.

R. C.
Signature

01-20-17
Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday

◆ Telephone (831) 899-6707 ◆ Fax (831) 899-6201



City of Seaside

City Clerk's Office

Application for Appointment to a City Board/Commission/Committee

RECEIVED

MAR 28 2017

CITY MANAGER'S OFFICE

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: PARKS + RECREATION COMMISSION Board/Commission/Committee

Name: ROBERT CONSTANT

Address: [REDACTED]

Occupation: RETIRED

Telephone: [REDACTED]

Email: [REDACTED]

Background/Education/Experience/Special Skills: MEMBER OF PACHETTI DOG PARK, AND
BOARD MEMBER OF FRIENDS OF SEASIDE PARKS ASSOCIATION (FOSPA), RETIRED
BUSINESS OWNER (FOREST HILL AUTO SERVICE), RETIRED U.S. ARMY

Are you willing to file Statements of Economic Interest (Form 700)? ☒ YES ☐ NO

Are you able to attend meetings during business hours? ☒ YES ☐ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other information or comments: WOULD LIKE TO SERVE AS A BRIDGE BETWEEN
FOSPA AND THE PARKS + RECREATION COMMISSION IN ORDER TO
IMPROVE THE CITY PARKS VALUE TO THE RESIDENTS OF SEASIDE.
DAVE PACHECO AND GLORIA STEARNS BOTH KNOW ME.

I will accept the office in the event I am appointed.

[Signature]
Signature

3/28/2017
Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday

♦ Telephone (831) 899-6707 ♦ Fax (831) 899-6201



City of Seaside

City Clerk's Office

Application for Appointment to a City Board/Commission/Committee

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Art & History Commission

Board/Commission/Committee

Name: Yollette R. Merritt

Address: [REDACTED]

Occupation: Educator/Historian

Telephone: [REDACTED] Primary

Email: [REDACTED]

Background/Education/Experience/Special Skills: History Degree from UC Berkeley and graduate degree in Education,
along with post-graduate research and work in the U.S., U.K., and France. Served 12 years on the Santa Clara County Historic Heritage
Commission during the writing and approval of the county's historic preservation ordinance. Founding member of County Archives Pro

Are you willing to file Statements of Economic Interest (Form 700)?

☒ YES ☐ NO

Are you able to attend meetings during business hours?

☒ YES ☐ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other information or comments: Founder and director of community museums designed to enhance the quality of life.

Founder and director of a volunteered based non-profit that has experienced broad community support and has a strong focus and
design to use the arts and cultural enrichment as tools to build community. Teacher with a passion for the support and engagement
of youth and their families in local and broader community life with its vast panoply of opportunities. Member of several civic groups.

I will accept the office in the event I am appointed.

[Signature]
Signature

2/23/2017
Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday

♦ Telephone (831) 899-6707 ♦ Fax (831) 899-6201

Please continue to the next page



City of Seaside
City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

RECEIVED

DEC 12 2016

CITY MANAGER'S OFFICE
City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Planning Commission Board/Commission/Committee

Name: Alicia Louise Gaines-Lynch

Address: [REDACTED]

Occupation: Caregiver

Telephone: [REDACTED] Email: [REDACTED] Alternate

Background/Education/Experience/Special Skills: AS Human Services, Substance Abuse, Democratic Central Committee 2nd term, Democratic women of Monterey County Board, Commissioner for THSS, Executive Vice Pres

Are you willing to file Statements of Economic Interest (Form 700)? ☒ YES ☐ NO

Are you able to attend meetings during business hours? ☒ YES ☐ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other information or comments: My interest in this position is to be a part of the growth and well being of this community. I am a long time Resident of this City and I would like to be a part of this community development.

I will accept the office in the event I am appointed.

Alicia L. Gaines-Lynch
Signature

12-12-2016
Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday

◆ Telephone (831) 899-6707 ◆ Fax (831) 899-6201



City of Seaside
City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

RECEIVED
DEC 28 2016
CITY MANAGER'S OFFICE
City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Planning Commission Board/Commission/Committee

Name: ROBERT ELIAZAR

Address: [REDACTED] SEASIDE CA 93955

Occupation: COSMETOLOGIST

Telephone: [REDACTED] Email: [REDACTED]

Background/Education/Experience/Special Skills: IT, COMMERCIAL CONSTRUCTION,
COSMETOLOGY

Are you willing to file Statements of Economic Interest (Form 700)? ☒ YES ☐ NO

Are you able to attend meetings during business hours? ☒ YES ☐ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other information or comments :

passion in the development of Seaside

general plan update - passed to Gloria 1/4/16

I will accept the office in the event I am appointed.

Robert Eliazar
Signature

12/28/16
Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday

♦ Telephone (831) 899-6707 ♦ Fax (831) 899-6201



City of Seaside
City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

RECEIVED

NOV 21 2015

CITY MANAGER'S OFFICE
City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Board/Commission/Committee Board/Commission/Committee

Name: JAMAH Keith Lenard Scott Mitchell

Address: [REDACTED]

Occupation: Retired

Telephone: [REDACTED] Email: [REDACTED] com

Background/Education/Experience/Special Skills: Seaside High, MPC, Carbrillo Collage. San Jose State. Working with people once myself as a Renaissance Man

Are you willing to file Statements of Economic Interest (Form 700)?

☒ YES ☐ NO

Are you able to attend meetings during business hours?

☒ YES ☐ NO

(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**)

Other information or comments: Live in Area for 55 yrs. Watching this City Not grow.

I will accept the office in the event I am appointed.

Signature

Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday

♦ Telephone (831) 899-6707 ♦ Fax (831) 899-6201

♦ Interest is in the PC or BAR

Print Form

Please continue to the next page



City of Seaside
City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

City Clerk's Office

MAR 13 2017

Received

City Clerk's Date Stamp

FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Parks & Recreation Board/Commission/Committee

Name: LisAnne Sawhney

Address: [REDACTED] SEASIDE CA 93955

Occupation: Human Resource Consultant

Telephone: [REDACTED] Email: [REDACTED]

Background/Education/Experience/Special Skills: Masters from UC IRVINE
in Human Resources Project Management Professional (PMI)
certification & training from George Washington University in DC.

Are you willing to file Statements of Economic Interest (Form 700)? ☒ YES ☐ NO

Are you able to attend meetings during business hours? yes, with advanced ☒ YES ☐ NO
(NOTE: Most Boards and Commissions meet **after 5:00 p.m.**) notice.

Other information or comments: Interested in serving on this Commission
to ensure the vision and long term planning for both parks
& recreation within Seaside is developed and followed. Have served
on other non profit boards and currently serving a County Commission
Excited to potentially serve on this local commission within the
community of Seaside, which I currently reside in and
call home.

I will accept the office in the event I am appointed.

[Signature]
Signature

3/3/2017
Date

Please return Application to: Seaside City Clerk, 440 Harcourt Avenue, Seaside, CA 93955

City Clerk Office Hours: 8:00 am to 5:00 pm Monday thru Friday

♦ Telephone (831) 899-6707 ♦ Fax (831) 899-6201



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kurt Overmeyer, Economic Development Manager

DATE: April 20, 2017

**SUBJECT: ADOPT A RESOLUTION APPROVING AN AMENDMENT OF LEASE
WITH THE CENTRAL CALIFORNIA COUNCIL OF AMERICA
YOUTH HOSTELS TO TRANSFER THE LEASE TO THE FORT ORD
HOSTEL SOCIETY**

PURPOSE

To amend a lease with the Central California Chapter of the American Youth Hostels to change the Lessee to the Fort Ord Youth Hostel Society, a 501(c)3 that was created to replace the Central Coast Chapter of the American Youth Hostels due to restructuring of the national American Youth Hostels.

RECOMMENDATION

It is recommended that City Council authorize the City Manager to execute an amendment to the lease with the Central California Council of America Youth Hostels to transfer the lease to the newly formed Fort Ord Hostel Society and to make any non-substantive changes as required.

BACKGROUND

On August 28th, 2008, the City of Seaside entered into a lease agreement with the Central California Council of America Youth Hostels to construct and operate a youth hostel on the former Fort Ord Property commonly known as Surplus II. This lease was for 30 years and had an annual rent of \$1.00.

In 2016, the governing body of the Central California Council of America Youth Hostels requested that the lease be transferred to a new entity called the Fort Ord Youth Hostel Society. This was part of a larger effort by American Youth Hostels to require that smaller properties be affiliated but not owned by their various chapters. Staff worked with the local group, now incorporated as the Fort Ord Hostel Society (FOHS) to address concerns about the viability of this project and have included terms in the lease amendment that require this new group to

perform on the construction of a youth hostel on this site. Specifically, they will be required to provide the City with proof of financial to build and operate the hostel no later than January 15, 2019. The amendment also requires that FOHS consider other locations. This term is included because Staff expects the developer currently working on the land adjacent to this property to offer either an offsite opportunity or offer to construct a hostel elsewhere as part of the development.

The lease amendment also incorporates the assignment of water rights from California State Parks to the City of Seaside, as included in the original lease. The amendment incorporates an extension provided by the California Department of Parks and Recreation on August 15, 2016.

The previous lease had relatively few requirements for performance in constructing a hostel. Staff analysis concludes that entering into this amendment will allow the City to end the lease in the event that the newly formed FOHS fails to perform or is unable to raise the required funding to move their project forward.

FISCAL IMPACT

None

ATTACHMENTS

1. Lease Amendment
 2. Exhibit D to Lease
 3. Original Lease
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

First Amendment to Lease Agreement Between the City of Seaside and
Central California Council of American Youth Hostels and Fort Ord Hostel
Society

This agreement (“Agreement”) is between the City of Seaside, a political subdivision of the State of California (“Seaside”), the Central California Council of American Youth Hostels, a California nonprofit public benefit corporation (“AYH”) and Fort Ord Hostel Society, a California nonprofit public benefit corporation (“FOHS”). This agreement substitutes FOHS in the place and stead of AYH in that certain lease agreement between Seaside and AYH dated August 28, 2008, wherein AYH leased lands and improvements on property described therein and acquired by Seaside from the Fort Ord Reuse Agency (“Lease Agreement”) for the development of a hostel (“Premises”).

RECITALS

WHEREAS, AYH intends to dissolve and the Lease Agreement is the principal remaining AYH asset; and

WHEREAS, AYH seeks to transfer all rights, title and interest granted to it under the Lease Agreement to FOHS, and FOHS desires to assume all of AYH’s obligations and responsibilities under the Lease Agreement; and

WHEREAS, AYH further seeks this transfer to relieve AYH as an assignor, lessor or party to the Lease Agreement, or as a predecessor in interest of FOHS, for any and all obligations imposed upon it under the lease Agreement; and

WHEREAS, Seaside is willing to release AYH of all responsibilities and obligations as a party to the Lease Agreement, but to do so requires that FOHS substitute itself for the same and commit itself to and assume all the responsibilities and obligations of AYH under the Lease Agreement as if FOHS were an original party thereto; and

WHEREAS, The parties have no knowledge of any default by either AYH or Seaside under the Lease Agreement as would prohibit or hinder this Agreement, however certain matters have occurred, and limits passed, that the parties desire to acknowledge and certain efforts of AYH have been made in its name with the city that the parties wish to apply to the benefit of FOHS;

NOW THEREFORE, the parties agree as follows:

SUBSTITUTION OF FOHS FOR AYH

1. AYH assigns to FOHS all of its right, title and interest in the Lease Agreement as if FOHS were an original party thereto and in AYH’s stead. Any and all rights and benefits that AYH has received under the Lease Agreement to date shall be, become and inure to the benefit of FOHS;

2. FOHS assumes any and all obligations undertaken by AYH under the Lease Agreement, including obligations that were required of AYH on or before the execution of this Agreement;
3. FOHS shall adopt and be bound by any inspections and approvals that were required of AYH under the Lease Agreement and be deemed to have inspected and approved the same as if it had conducted the inspection or approval;
4. Seaside permits and consents to the above substitution, assignment and novation and shall look solely to FOHS to guarantee, fulfill and perform any and all of AYH's obligations under the Lease Agreement.
5. The operations and effect of this agreement shall be construed as if AYH were never a party to the Lease Agreement, but rather, FOHS was the original signatory thereto in its stead, as if FOHS had all rights, title and ability to be a party to the Lease Agreement as of its initial date of effect and execution.
6. This Agreement shall operate as an assignment of the Lease Agreement as provided in Article 12 of the same and Seaside's execution hereof shall constitute consent to said assignment. In addition, Seaside's execution hereof further acknowledges that the provisions of the Lease Agreement that intends to bind AYH after any assignment hereof shall be of no force or effect with respect to this assignment and Agreement.
7. Notwithstanding the above, any attempt by FOHS to assign or sublease this Lease Agreement shall be subject to the original terms and conditions of said agreement as if FOHS were an original party thereto. Accordingly, should FOHS desire to assign or sublease the same it will require the written consent of Seaside and said assignment or sublease will not absolve FOHS from otherwise remaining fully liable under the Lease Agreement as if it were an original party thereto.

ADDITIONAL MATTERS

8. FOHS shall provide Seaside a revised site plan ("Site Plan") which is anticipated to include design modifications consistent with Seaside's request that buildings that are not renovated will be removed from the Premises.
9. FOHS shall provide to Seaside evidence of financial capability on or before January 15, 2019 to complete construction in accordance with the Site Plan.
10. Project construction shall commence by FOHS on or before March 15, 2020 and shall be substantially completed approximately seven months thereafter.
11. FOHS will consider in good faith alternative locations for the hostel as presented by Seaside.

ADMINISTRATIVE CORRECTIONS

12. All applications made by AYH for improving the Premises shall be considered and honored by Seaside as applications made directly by FOHS and the rights, approvals

and benefits under the same shall inure to FOHS as a successor in interest to AYH as if FOHS were the original applicant therein.

13. The water to be made available for hostel development by FOHS as successor under the Lease Agreement shall be as is assigned to Seaside from the California Department of Parks and Recreation, attached as Exhibit D to the Lease Agreement, as amended and extended, including the extension currently pending for signature of the local California Department of Parks and Recreation Superintendent, Monterey District. Said assignment shall otherwise be in accordance to the terms provided under Lease Agreement Article 14.
14. Project completion dates specified in Lease Agreement Article 8 are hereby extended to be and become the completion dates to be provided in the Site Plan rather than the dates provided for in the Lease Agreement. These extended dates shall reflect the time to secure approvals and permits for the project and to accommodate anticipated significant modifications in the master plan for the project to accommodate a planned development surrounding the Premises under Seaside's guidance.

The above Administrative Corrections are intended to be basic 'housekeeping' items between FOHS and Seaside. Similar modifications are anticipated as Seaside reviews plans for development of the area surrounding the Premises and the parties determine how the hostel project will best fit within these plans.

Witness

City of Seaside, California, by:

Hon. Ralph Rubio, Mayor

Witness:

Central California Council of American Youth Hostels, by:

_____, President

Witness

Fort Ord Hostel Society, by:

Peter Kambas, President

CITY OF SEASIDE
OFFICIAL BUSINESS

EXECUTION
VERSION
06-30-16

Recording requested by and
when recorded mail to:

City of Seaside
Resource Management Services Department
440 Harcourt Avenue
Seaside, California 93955

Space Above This Line Reserved for Recorder's Use

1 **SECOND AMENDMENT AND RESTATEMENT OF ASSIGNMENT BY**
2 **THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**
3 **TO**
4 **THE CITY OF SEASIDE**
5 **CONCERNING WATER FOR THE CENTRAL CALIFORNIA COUNCIL**
6 **OF AMERICAN YOUTH HOSTELS**
7 **IN THE CITY OF SEASIDE**
8

9 This Amended Assignment is made and entered into by and between the
10 **CALIFORNIA DEPARTMENT OF PARKS AND RECREATION** ("State Parks") and the
11 **CITY OF SEASIDE** ("City") on this 15th day of August, 2016 ("Effective Date").
12

13 **WITNESSETH THAT:**
14

15 **WHEREAS**, State Parks and the City have entered into that certain *Agreement*
16 *Between the California Department of Parks and Recreation and the City of Seaside*
17 *Concerning the Fort Ord Dunes State Park Within the City of Seaside*, dated August 28, 2008
18 ("State Parks Agreement"); recorded as document number 2008057090 on 08/28/2008 with the
19 Monterey County Recorder's Office, and
20

21 **WHEREAS**, the City, the Central California Council of American Youth Hostels
22 ("AYH") and the Fort Ord Reuse Authority ("FORA") have entered into that certain *Agreement*
23 *By and Among the Fort Ord Reuse Authority, the City of Seaside and the Central California*
24 *Council of American Youth Hostels Concerning Certain Property at the Former Fort Ord,*
25 *California*, dated August 28, 2008 ("AYH Agreement"); and
26

27 **WHEREAS**, pursuant to the State Parks Agreement and the AYH Agreement, that
28 certain property known as the "Youth Hostel Parcel" located on the former Fort Ord in

WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

1 Monterey County, California, will be conveyed to the City and leased to AYH for operation of
2 a youth hostel and environmental learning center as described in the application submitted by
3 State Parks to the Department of the Interior on December 29, 1998 concerning the public
4 benefit conveyance of the Youth Hostel Parcel (the "Youth Hostel"); and
5

6 **WHEREAS**, pursuant to the AYH Agreement, the City and AYH have entered that
7 certain *Lease Agreement By and Between the City of Seaside and the Central California*
8 *Council of American Youth Hostels for the Lease of Certain City Owned Property for the Use*
9 *as a Youth Hostel*, dated August 28, 2008 ("AYH Lease"); and
10

11 **WHEREAS**, FORA has the authority to allocate water on the former Fort Ord to the
12 various jurisdictions, and that water supply was obtained from the United States Army, and in
13 turn, is part of the 6,600 acre-feet per year of groundwater, which is addressed in that certain
14 County Agreement No. A-06404, entered into between the United States Army and the
15 Monterey County Water Resources Agency, dated September 21, 1993; and
16

17 **WHEREAS**, FORA has made a 45-acre-foot/year allocation of water to State Parks;
18 and
19

20 **WHEREAS**, the operation of a Youth Hostel on the former Fort Ord property would
21 contribute to the public's access and enjoyment of Fort Ord Dunes State Park; and
22

23 **WHEREAS**, consistent with the AYH Agreement and the State Parks Agreement,
24 State Parks desires to provide up to 5.5 acre-feet of State Parks' 45-acre-foot potable water
25 allocation from FORA to the City solely for the use by a Youth Hostel in the City and located
26 within the former Fort Ord property; and
27

28 **WHEREAS**, the City desires to accept State Parks' assignment of 5.5 acre-feet of its
29 potable water allocation from FORA for the use by a Youth Hostel in the City and located
30 within the former Fort Ord property; and
31

32 **WHEREAS**, State Parks and the City desire to have written confirmation of State
33 Parks water assignment in order to facilitate the development of the Youth Hostel within the
34 City and located within the former Fort Ord property; and
35

36 **WHEREAS**, this Agreement has been extended several times and this amendment and
37 restatement is intended to be the final extension:.
38

39 **NOW, THEREFORE, in consideration of the above recitals and the mutual**
40 **promises set forth herein, State Parks and the City agree as follows:**
41

- 42 1. Commencing upon the date of occupation of the Youth Hostel, as demonstrated by
43 written notice to State Parks signed by both AYH or its approved replacement, the
44 Fort Ord Hostel Society Inc. ("FOHS"), and the City, State Parks does hereby assign
45 to the City the right to use up to a maximum of five and a half (5.5) acre-feet of

WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

potable water per year from State Parks' allocation of potable water from FORA, to be provided to the City for the sole purpose and intent of providing potable water to operate the Youth Hostel on the Youth Hostel Parcel located within the former Fort Ord property. Any water not needed for the sole purpose of operating the Youth Hostel shall be retained solely by and revert back to State Parks.

2. The City hereby agrees to provide such assigned water solely for the purpose of operating a Youth Hostel on the Youth Hostel Parcel located within the former Fort Ord property.

3. The assignment of potable water by State Parks to the City for purposes of operating the Youth Hostel shall terminate, and State Parks shall not be obligated to provide any water to the City, if any one of the following occurs:

a. The Youth Hostel fails to open and begin operation on the Youth Hostel Fort Ord Property within the boundaries of the Fort Ord Property (City of Seaside) within three (3) years of the date of execution of this Amended and Restated Assignment (August 15, 2019); or After the initial opening, the Youth Hostel is no longer in operation or the Youth Hostel fails to be open to the public for a continuous period longer than one (1) year; or

b. The Youth Hostel is leased by any person or persons, organizations, corporation, partnership, association or entity other than AYH or FOHS, a nonprofit organization approved by AYH and State Parks; or

c. FORA eliminates or reduces State Parks' 45-acre-foot-per-year water allocation; or

d. The Youth Hostel is located or relocated to any place that is outside the former Fort Ord property within the City of Seaside or

e. The water allocation is transferred, used or otherwise appropriated to any agency other than FOHS.

4. Water shall be allocated to the City for the sole purpose of providing water to AYH or FOHS. In the event another entity other than AYH or FOHS is to operate the Youth Hostel or assume the Youth Hostel lease with the City and subsequently seeks access to the 5.5 acre feet water allocation, such third party entity shall require the prior written approval by State Parks to otherwise utilize any portion of the water allocation. Water shall be allocated , or denied, to the City with the following terms and conditions:

a. If AYH or FOHS is operating in the Fort Ord Hostel facility in accordance with the terms and conditions set forth in the AYH Lease and is (a) operating on the

WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

Youth Hostel Parcel, (b) is within the City, and (c) is within the former Fort Ord, then State Parks shall provide up to five and one half (5.5) acre feet of potable water per year to the City for use by AYH or FOHS.

b. If the AYH or FOHS is not under construction or operational by the termination date contained within this agreement, the 5.5 acre feet of potable water shall revert back to State Parks.

c. If FOHS loses non-profit status, then the agreement to provide water to the City for the purposes of operating the Youth Hostel shall terminate immediately and all water under this agreement shall revert back to State Parks until such time the FOHS regains non-profit certification, at which point a new agreement shall be negotiated.

5. This Assignment shall be governed and interpreted under the laws of the State of California.

6. Both parties shall observe and comply with all applicable federal, state and local laws, regulations and ordinances.

7. The City shall defend, indemnify and hold harmless State Parks, its officers, employees and/or agents from and against any and all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from State Parks' assignment of water to the City or the parties' implementation of this Assignment, except those arising from the sole negligence or willful misconduct of State Parks, its officers, employees and/or agents.

8. No alteration, amendment, variation or waiver of the terms of this Assignment shall be valid unless made in writing and signed by both parties. This Assignment may be terminated by the mutual written agreement of the parties at any time for any reason with 48 hour notice.

9. This Assignment shall be deemed to have been prepared equally by both parties and the Assignment and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

10. Except as expressly provided for herein, nothing in this Assignment shall be construed as giving either the City or State Parks the right or ability to bind the other or to create any joint liability with regard to, or as a result of, the activities undertaken by each party to implement this Assignment.

11. The City and State Parks are the only parties to this Assignment. This Assignment shall not create any rights in any person, entity or organization not a party hereto; nor may any third party maintain any lawsuit for breach of this Assignment.

WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

12. This Assignment constitutes the entire contract between the City and State Parks regarding the subject matter of this Assignment. Any prior agreements, whether oral or written, between the City and State Parks regarding the subject matter of this Assignment are hereby terminated effective immediately upon full execution of this Assignment; provided, however, that the State Parks Agreement shall remain in effect.

[Signatures on the following pages]

WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

1 **IN WITNESS WHEREOF**, the City of Seaside, California, intending to be legally
2 bound hereby, has caused this Assignment to be executed on the Effective Date set forth above.

3
4
5 **CITY OF SEASIDE, CALIFORNIA**

6
7
8 By: _____
9 Craig Malin, City Manager

10
11
12 State of California)
13 County of Monterey)

14
15 On _____ before me,
16 _____, Notary Public (here insert name and title of the officer),
17 personally appeared _____

18
19 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
20 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
21 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
22 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

23
24 I certify under PENALTY OF PERJURY under the laws of the State of California that the
25 foregoing paragraph is true and correct.

26
27 WITNESS my hand and official seal.

28 Signature _____ (Seal)
29
30

WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

1
2 **IN WITNESS WHEREOF**, the California Department of Parks and Recreation,
3 intending to be legally bound hereby, has caused this Assignment to be executed on the
4 Effective Date set forth above.

5
6 **CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**

7
8
9 By: _____
10 Mat Fuzie, Superintendent Monterey District

11
12
13 State of California)
14 County of _____)

15
16 On _____ before me,
17 _____, Notary Public (here insert name and title of the officer),
18 personally appeared _____

19
20 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
21 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
22 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
23 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

24
25 I certify under PENALTY OF PERJURY under the laws of the State of California that the
26 foregoing paragraph is true and correct.

27
28 WITNESS my hand and official seal. Signature _____ (Seal)
29

1
2
3
4 **LEASE AGREEMENT**
5 **BY AND BETWEEN**
6 **THE CITY OF SEASIDE**
7 **AND**
8 **THE CENTRAL CALIFORNIA COUNCIL OF AMERICAN YOUTH HOSTELS**
9 **FOR THE LEASE OF CERTAIN CITY OWNED PROPERTY**
10 **FOR THE USE AS A YOUTH HOSTEL**

11
12 **THIS LEASE AGREEMENT** ("Lease") is executed on this 28th day of August
13 2008 ("Effective Date") by and between the City of Seaside, a political subdivision of the State
14 of California ("Landlord"), herein after referred to as the "City," and the Central California
15 Council of American Youth Hostels, a California nonprofit public benefit corporation
16 ("Tenant"), herein after referred to as "AYH," relating to the leasing to AYH of certain City
17 owned buildings and real property contained on the former Fort Ord, California, more
18 particularly described below.

19
20 **RECITALS**

21
22 **WHEREAS**, the City is the owner of certain property acquired from the Fort Ord Reuse
23 Authority ("FORA") to be operated as a "Youth Hostel";

24
25 **WHEREAS**, AYH, a California nonprofit public benefit corporation, desires to use
26 several structures and grounds owned by the City as a youth "hostel facility," as that term is
27 defined in California Public Resources Code § 5052(a);

28
29 **WHEREAS**, the City and the United States of America, acting by and through the
30 Secretary of the Army ("Army") have executed that certain *Exchange Agreement Between the*
31 *City of Seaside and the United States of America, Acting by and through the Secretary of the*
32 *Army*, dated May 9, 2008 (the "Exchange Agreement");

33
34 **WHEREAS**, the California Department of Parks and Recreation ("State Parks") and the
35 City have executed that certain *Agreement Between the California Department of Parks and*
36 *Recreation and the City of Seaside Concerning the Fort Ord Dunes State Park Within the City of*
37 *Seaside*, dated May 9, 2008 (the "State Parks Agreement");

38
39 **WHEREAS**, the City, AYH and FORA have executed that certain *Agreement by and*
40 *among the Fort Ord Reuse Authority, the City of Seaside and the Central California Council of*
41 *American Youth Hostels Concerning Certain Property at the Former Fort Ord, California*, dated
42 May 9, 2008 (the "AYH Agreement"); and

43
44 **WHEREAS**, the Exchange Agreement, the State Parks Agreement and the AYH

**LEASE BETWEEN THE CITY OF SEASIDE AND THE CENTRAL CALIFORNIA
COUNCIL OF AMERICAN YOUTH HOSTELS**

Agreement, among other things, foster the establishment of a Youth Hostel in accordance with State Parks' Public Benefit Conveyance Application for the Youth Hostel Parcel attached hereto as Exhibit C ("PBC Application").

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

1. Description of Premises. City shall lease to AYH and AYH shall rent from City certain land and improvements shown on Exhibit A, attached hereto (the "Premises"), to be used as a Youth Hostel, consistent with the City's building codes and occupancy regulations.

2. Term. This Lease shall be for a term of thirty (30) years commencing on the Effective Date (the "Commencement Date") and terminating on the thirtieth (30th) anniversary of the Effective Date.

If AYH is not in default under this Lease at the end of the initial Lease term, or any subsequent renewal term, then AYH shall have the right to renew the term of this Lease for additional thirty (30) year periods by giving City written notice of AYH's intent to renew the Lease at least one hundred and twenty (120) days before the expiration of the then-current lease term. The renewal shall be on the same terms and conditions contained in this Lease. The word "*term*," as used in this Lease, includes any renewal term.

3. Rent. AYH shall pay to City as annual rent the sum of One Dollar (\$1.00). The first payment shall be made upon the execution of this Lease, and each consecutive payment shall be made the first week in January of each successive year of this Lease. All rent shall be paid to the City at the address set forth below or at any other address that the City may designate in writing, without any prior demand and without any deduction or offset.

4. Permitting and Fees. AYH shall obtain all permits or approvals required for any renovation, construction, and operation on the Premises and pay all applicable City fees, and taxes and other applicable federal, state, and local fees and taxes required for such renovation, construction, and operation of the Youth Hostel.

5. Occupancy of Building No. 4420. The City shall issue an occupancy permit, permitting the occupancy of Building No. 4420 on the Premises by an AYH caretaker, to take place after the signing of this Lease and after Building No. 4420 meets the required minimum standards of the California Building Code for habitation and life safety.

6. Use. AYH shall use and occupy the Premises for the purpose of operating a Youth Hostel in accordance with the PBC Application, and for no other purpose without City's prior written consent. The City makes no representations or warranties regarding the condition,

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fitness or suitability of the Premises to operate a Youth Hostel or for any other purpose. Food preparation and service shall be permitted on the Premises for Youth Hostel employees and occupants incidental to the operation of a Youth Hostel, subject to AYH's compliance with all applicable statutes, regulations and ordinances. AYH shall not intentionally or knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by the City or any other governmental agency. AYH shall not deface or injure the Premises or permit anything to be done on the Premises tending to create a nuisance. AYH shall comply with all federal, state, and local laws and regulations applicable to AYH's renovation, construction, and operation on the Premises.

7. Alternate Site for Youth Hostel. At the City's sole option, within three (3) years following the execution of this Lease, the City may choose to offer AYH an alternative location for the Youth Hostel ("Alternate Site Offer"), separate and apart from the Premises, within the City's Transportation Corridor, which corridor is generally described and depicted on Exhibit B to this Lease ("Alternate Site"). The Alternate Site will include land and improvements comparable to the Premises and, to the extent necessary, the City will make available for the Alternate Site the value of the Premises to provide such comparable land and improvements. AYH shall have the sole option to either (i) accept the Alternate Site Offer under the terms and conditions proposed by the City, or (ii) reject the Alternate Site Offer and retain the same rights to the Premises as set forth in this Lease. AYH shall notify the City as to whether AYH accepts or rejects the Alternate Site Offer within sixty (60) days of receiving an offer from the City ("Alternate Site Decision"). If the City and AYH agree to relocate the Youth Hostel to the Alternate Site, the City and AYH shall negotiate in good faith an amendment to this Lease that provides for a suitable and acceptable plan to relocate the Youth Hostel to the Alternate Site and replaces the description and depiction of the Premises in Exhibit A with the description and depiction of the Alternate Site. All terms and conditions of this Lease shall remain in full force and effect and apply to the Alternate Site.

8. Remodeling and Operation. AYH agrees to begin preparing the Premises for Youth Hostel operations and renovating the facilities as appropriate in accordance with the PBC Application (starting with Building No. 4420) at its own cost and expense within three (3) years following the execution of this Lease, or within one hundred and eighty (180) days following receipt of the City's decision not to present an Alternate Site Offer. AYH agrees to complete the renovation of the Premises and to undertake full Youth Hostel operations within ten (10) years following the date of the Alternate Site Decision; provided, however, if the City does not present an Alternate Site Offer, such ten (10) year period shall begin following receipt of the City's decision not to present an Alternate Site Offer. AYH agrees to continuously use the Premises for the operation of a Youth Hostel and shall keep the Premises open and available as a Youth Hostel in accordance with the

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Hostel License Agreement entered into with Hostelling International–USA, the American affiliate with the International Youth Hostel Federation. AYH agrees that all renovations shall be in compliance with HI-USA Quality Standards and any applicable City ordinance, regulation or building code and that AYH will procure the appropriate occupancy permit before allowing anyone to occupy any of the facilities.

9. AYH's Duties.

a. AYH shall keep the Premises clean and free from trash, garbage, rubbish and refuse to the satisfaction of the City. AYH shall keep all such trash, garbage, rubbish and refuse in suitable or designated containers specified by the City subject to disposal at the sole cost and expense of AYH.

b. AYH shall store and/or stock in the Premises only goods, wares, and merchandise that it intends to use for the operation of the Youth Hostel on the Premises within a reasonable time after receipt.

c. AYH shall conduct its business in the Premises in a dignified manner and in accordance with the high standards for the operation of an HI-USA Association Youth Hostel.

10. Taxes. AYH shall pay or cause to be paid all real property taxes and special assessments, fees and costs levied against the Premises. AYH shall pay all personal property taxes, fees and costs assessed against any personal property owned by AYH on the Premises.

11. Maintenance and Repair. AYH shall maintain and keep the Premises in good condition and repair. AYH shall provide and pay for its own regular janitorial service to maintain the Premises in a neat and clean condition. AYH shall also be responsible for all repairs or replacements occasioned by the negligence or willful act of AYH or its agents, employees, invitees, licensees or other third parties.

12. Assignment and Subletting. AYH may not sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises or any portion of the Premises without the City's prior written consent. Notwithstanding any such assignment or subletting, AYH shall remain fully liable on this Lease. City's right to assign this Lease is and shall remain unqualified. Upon any sale of the Premises in which the purchaser assumes all obligations under this Lease, City shall be free of all its obligations under this Lease and shall not be subject to any liability resulting from any act, omission, or event occurring after such conveyance. AYH agrees to recognize and attorn to the transferee as landlord, and AYH further agrees, at City's request, to execute and deliver the documents and letters that City may request to assist in such transfer of title.

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- 1
2 13. Utilities. AYH is solely responsible for evaluating and determining the availability of
3 utilities for AYH's use of the Premises, and AYH shall be solely responsible for
4 providing utility services to the Premises. All utilities servicing the Premises shall be
5 metered in the name of AYH, and AYH shall pay all charges and deposits for such
6 utilities provided to or used on the Premises during the term of this Lease. The City
7 makes no representations or warranties regarding the availability or suitability of utility
8 facilities, improvements or infrastructure necessary to serve the Premises, and the City
9 shall not be liable for any claims, losses, or damages if the furnishing of any utilities is
10 interrupted by fire or other casualty, accident, strike, labor dispute or disagreement,
11 construction, the making of any necessary repairs or improvements, or any other causes
12 beyond City's reasonable control.
13
- 14 14. Water. The City will make available to AYH such amount of water ("Water") that is
15 assigned from State Parks to the City pursuant to that certain water assignment attached
16 hereto as Exhibit D ("Water Assignment"). The City shall make the Water available to
17 AYH for Youth Hostel purposes on the Premises or the Alternate Site only to the extent
18 State Parks assigns such Water to the City in accordance with the Water Assignment.
19 Except for the Water assigned to the City by State Parks for Youth Hostel purposes,
20 under no circumstances shall the City or FORA be responsible for providing any potable
21 water to AYH, the Youth Hostel Parcel, the Alternate Site or for any other purposes
22 related to the operation of the Youth Hostel. The City makes no representations or
23 warranties regarding the availability or suitability of facilities, improvements or
24 infrastructure necessary to serve the Premises, and the City shall not be liable for any
25 claims, losses, or damages if the furnishing of any utilities is interrupted by fire or other
26 casualty, accident, strike, labor dispute or disagreement, construction, the making of any
27 necessary repairs or improvements, or any other causes beyond City's reasonable control.
28
- 29 15. Insurance. AYH shall, at its own cost and expense, obtain and keep in force a policy or
30 policies of public liability insurance with a maximum self-insured retention limit of
31 \$150,000.00 per occurrence, a minimum aggregate coverage of \$10,000,000.00 per
32 location and such additional coverage as set forth in Exhibit E. All insurance policies
33 shall name City and any persons designated by City as insured parties.
34
- 35 16. Indemnity. AYH shall indemnify, defend and hold the City, its agents, officers and
36 employees, harmless from and against any and all claims, liabilities, damages, judgments,
37 losses, costs and expenses of any kind or nature whatsoever (including, without
38 limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by
39 the City, including, but not limited to, by reason of injury to person or property or
40 wrongful death arising directly or indirectly out of any act or omission of AYH or its
41 agents, officers, and employees or volunteers resulting or alleged to have resulted,

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1 directly or indirectly, wholly or partially, from AYH's activities, both on and off the
2 Premises, or by reasons of the City's ownership of the Premises. The City shall not be
3 liable to AYH and AYH hereby waives all claims against City, its agents and employees,
4 for any injury or damage to any person or property occurring or incurred in connection
5 with or in any way relating to the Premises from any cause.

6
7 Without limiting the foregoing, neither City nor its agents or employees shall be liable for
8 and there shall be no abatement of rent for (i) any damage to AYH's property stored on
9 the Premises, (ii) loss of or damage to any property by theft or any other wrongful or
10 illegal act, or (iii) any injury or damage to persons or property resulting from fire,
11 explosion, earthquake, falling plaster, steam, gas, electricity, water or rain which may
12 leak from any part of the Premises or from the pipes, appliances, appurtenances or
13 plumbing works therein or from the roof, street or subsurface or from any other place or
14 resulting from dampness or any other cause whatsoever or from the acts or omissions of
15 other tenants, occupants or other visitors to the Premises or from any other cause
16 whatsoever, or (iv) any latent or other defect in the Premises or surrounding property.
17 AYH agrees that in no case shall City ever be responsible or liable on any theory for any
18 injury to AYH's business, loss of profits, loss of income or any other form of
19 consequential damage. AYH shall immediately notify City in the event of (a) the
20 occurrence of a fire or accident on the Premises, or (b) the discovery of any defect thereon
21 or in the fixtures or equipment thereof.

22
23 Any personal property kept on the Premises by AYH shall be kept there at AYH's sole
24 risk.

25
26 The provisions of this Section 16 shall survive the expiration or termination of this Lease.

27
28 17. Acceptance of Premises. AYH agrees to accept the Premises "as is, where is" in its
29 present condition and subject to and without liability to City because of or resulting from
30 any conditions or defects on the Premises. City makes no representation that the
31 Premises is suitable for the purposes set forth in this Lease.

32
33 18. Damage or Destruction. If, during the term of this Lease, the Premises are partially or
34 totally destroyed by fire or other casualty covered by insurance so as to become partially
35 or totally untenable, the Premises shall be repaired as speedily as possible at AYH's
36 expense unless this Lease is terminated.

37
38 If, during the term of this Lease, the Premises are partially or totally destroyed by fire or
39 other casualty, and the cost of restoring the Premises to their condition before the damage
40 exceeds the insurance funds available to restore the Premises, or if the Premises are
41 damaged by any casualty not insured against by AYH and AYH cannot provide evidence

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to the City of a source of funds to replace the Premises, either party shall have the right to terminate this Lease by giving the other written notice of its election to do so within sixty (60) days of the date on which the damage occurs or the unavailability of insurance funds to restore the Premises becomes known, whichever is the later to occur. Upon the giving of notice by either party, the Lease shall terminate as of the date on which the damage occurred and the rent shall be adjusted to that date. Absent termination notice by City, this Lease shall continue, and AYH shall cause the Premises to be repaired or restored with due diligence.

19. Condemnation. If the whole or any part of the Premises is taken by any public authority other than the City under the power of eminent domain, then the term of this Lease shall cease on that part to be taken from the date the possession is acquired by the public authority, and the rent shall be paid up to that date. If the taking of a portion of the Premises substantially impairs the usefulness of the Premises for the purpose for which the Premises were leased, AYH shall have the right either to terminate this Lease or to continue in the possession of the remainder of the Premises under the terms and conditions of this Lease, and in the latter event, AYH shall promptly restore the remainder to a reasonably tenantable condition.

20. Remedies and Default. If AYH (a) defaults in paying any sums to City when due and does not cure the default within thirty (30) days, (b) defaults in performing any other covenant or condition of the Lease and does not cure the default within sixty (60) days after City's written notice specifying the default, or (c) is bankrupt or makes any assignment for the benefit of creditors, then City may accelerate the full balance of the rent payable for the remainder of the term and sue for the sums, may terminate this Lease, or may, without terminating this Lease, reenter the Premises, dispossess AYH or any other occupant of the Premises, remove AYH's effects, and relet the Premises for the account of City for the rent and upon the terms that are satisfactory to City, crediting the proceeds, after deducting the costs of reentry, alterations, additions, and reletting, to the unpaid rent and the other amounts due during the remainder of the term, and AYH shall remain liable to City for any unpaid balance.

If suit is brought to recover possession of the Premises, to recover any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant that AYH was to keep or perform, and a breach is established, then AYH shall pay to City all expenses incurred, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment.

21. Surrender. Upon the expiration of the term of this Lease, its termination by City or AYH, or AYH's occupancy of the Alternate Site, AYH shall quietly and peacefully remove

**LEASE BETWEEN THE CITY OF SEASIDE AND THE CENTRAL CALIFORNIA
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1 itself and its property from the Premises (with respect to relocation to the Alternate Site,
2 the Premises on the date of the signing of this Lease) and surrender the possession thereof
3 to the City on the expiration date, or the date of prior termination or occupancy of the
4 Alternate Site; provided, in the event that City terminates this Lease for a default of this
5 Lease by AYH or AYH is relocated to the Alternate Site, AYH shall be allowed a
6 reasonable period of time, as determined by the City, in which to remove all of its
7 property from and terminate its operations on the Premises. During such period prior to
8 surrender, all obligations assumed by AYH under this Lease shall remain in full force and
9 effect. The City may, in its discretion following sixty (60) days notice to AYH, declare
10 any property which has not been removed from the Premises upon surrender as
11 abandoned property.

12
13 22. Restoration. Before the expiration or prior to termination of this Lease or AYH's
14 relocation to the Alternate Site, AYH shall restore the Premises (with respect to
15 relocation to the Alternate Site, the Premises on the date of the signing of this Lease) to
16 the condition in which it was first received and used by AYH, or to such improved
17 condition as may have resulted from any improvement made therein by AYH, subject
18 however to ordinary wear and tear and loss or damage for which AYH is not liable
19 hereunder. AYH is not obligated to restore improvements to the Premises once those
20 improvements have been demolished or to demolish improvements that have been
21 completed during the term of this Lease.

22
23 23. Net Lease. AYH hereby acknowledges and agrees that this Lease is intended to be a
24 "triple net" lease to the City, as such term is commonly used for the leasing of property,
25 and except as expressly stated herein, the City is not responsible for any costs, charges,
26 expenses and outlays of any nature whatsoever arising from or relating to the Premises, or
27 the use and occupancy thereof, or the contents thereof or the operations carried on therein,
28 and that AYH shall pay all charges, impositions, costs and expenses of every nature and
29 kind relating to the Premises including without limitation all costs related to AYH's
30 obligations under any section of this Lease.

31
32 24. Liens. AYH shall promptly discharge or cause to be discharged any valid lien, stop
33 notice, right in rem, claim, or demand of any kind on the Premises, except one in favor of
34 the City, which at any time may arise or exist with respect to the Premises or materials or
35 equipment furnished therefore, or any part thereof, and if the same shall not be promptly
36 discharged by AYH, or should AYH be declared bankrupt or make an assignment on
37 behalf of creditors, or should the leasehold estate be taken by execution, the City reserves
38 the right to take immediate possession without any liability to AYH. If AYH breaches
39 the foregoing, AYH shall be responsible for any costs incurred by the City in securing
40 clear title to its property.

**LEASE BETWEEN THE CITY OF SEASIDE AND THE CENTRAL CALIFORNIA
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25. Access to Premises. City shall have the right to enter the Premises to inspect the Premises at all reasonable hours and with at least twenty-four (24) hours' prior notice to AYH of the City's intention to do so; provided, however, if the City reasonably determines that entry without prior notice is required due to an imminent threat of injury to person or property, no notice shall be required.

26. Waiver. City's failure to insist on a strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions. This Lease may not be changed, modified, or discharged orally.

27. Butane Tanks. To the extent that the butane tanks located on the Premises are not being used and are not subject to an easement and/or other enforceable restriction that would preclude their removal, AYH may remove the butane tanks located on the Premises at its sole cost and expense in accordance with proper legal and regulatory procedures.

28. Notices. All notices required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to City or to AYH at their respective addresses set forth below, or to any other address that either party may furnish in writing during the term of this Lease:

If to City: City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attention: City Manager
Tel: (831) 899-6204
Fax: (831) 899-6227

With a copy to: George R. Schlossberg, Esq.
Kutak Rock LLP
1101 Connecticut Avenue, N.W.
Washington, D.C. 20036
Tel: (202) 828-2418
Fax: (202) 828-2488
Email: george.schlossberg@kutakrock.com

If to AYH: Central California Council of AYH
Attn: President
P.O. Box 2538
Monterey, CA 93942
Tel: (831) 899-1252

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Fax: (831) 649-0375

Email: president@centralcalhostels.org

With a copy to:

Central California Council of AYH

c/o HI-Monterey Hostel

Attn: Executive Director

778 Hawthorne Street

Monterey, CA 93940

Tel: (831) 649-0375

Fax: (831) 649-0375

Email: ceo@centralcalhostels.org

With a copy to:

Hostelling International - USA

Attn: General Counsel

8401 Colesville Road, Suite 600

Silver Spring, MD 20910

Tel: (301) 495-1240

Fax: (301) 495-6697

Email: customerrelations@hiusa.org

29. Quiet Enjoyment. City covenants and agrees with AYH and its successors and assigns that when AYH pays the rent and observes and performs all the terms, covenants, and conditions on AYH's part to be performed and observed, AYH may peaceably and quietly possess and enjoy the Premises for the full term of this Lease.
30. Recording. Upon the request of either party, the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purpose of recordation. The memorandum or short form of this Lease shall describe the parties, the Premises, and the term of this Lease and shall incorporate this Lease by reference.
31. Captions and Headings. The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.
32. Applicable Law. This Lease shall be construed under the laws of the State of California. If any provision of this Lease, or its application to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**LEASE BETWEEN THE CITY OF SEASIDE AND THE CENTRAL CALIFORNIA
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33. Successors. This Lease and the covenants and conditions shall inure to the benefit of and be binding on the City and its successors and assigns and shall be binding on AYH and permitted assigns of AYH.

34. No Partnership. Any intention to create a joint venture or partnership between the parties is expressly disclaimed, and the City shall be under no obligation to operate or assist in the operation of a Youth Hostel.

35. Exhibits. The following listed Exhibits are made a part of this Lease:

Exhibit A: Description of the Youth Hostel Parcel

Exhibit B: Alternate Site

Exhibit C: State Parks' PBC Application for the Youth Hostel Parcel

Exhibit D: Water Assignment

Exhibit E: Minimum Insurance Requirements

WITNESS

CITY OF SEASIDE, CALIFORNIA

By: _____

Ray Corpuz, City Manager

WITNESS

**CENTRAL CALIFORNIA COUNCIL OF
AMERICAN YOUTH HOSTELS**

By: _____

Peter C. Kambas, President

**LEASE BETWEEN THE CITY OF SEASIDE AND THE CENTRAL CALIFORNIA
COUNCIL OF AMERICAN YOUTH HOSTELS**

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Exhibit D: Water Assignment

Exhibit E: Minimum Insurance Requirements

WITNESS

CITY OF SEASIDE, CALIFORNIA

By: _____
Ray Corpuz, City Manager

WITNESS

**CENTRAL CALIFORNIA COUNCIL OF
AMERICAN YOUTH HOSTELS**

By: Peter C. Kambas
Peter C. Kambas, President

EXHIBIT A
DESCRIPTION OF THE YOUTH HOSTEL PARCEL

(4.654 ac., MCL No. 1, Seaside)

AMERICAN YOUTH HOSTELS

UNITED STATES OF AMERICA, to:

Certain real property situate in Monterey City Lands Tract Number 1, the City of Seaside, Monterey County, California, and being more particularly described as follows:

Beginning at a point from which a 3/4" diameter iron pipe tagged RCE 15310 at the southeast corner of Parcel 1, as shown on map filed in Volume 20 of Surveys at page 71, records of said county, bears N 2°14'00" E, 60.00 feet and N 87°46'00" W, 251.27 feet; thence from said point of beginning

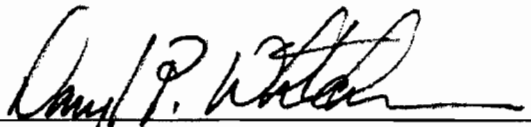
- 1 S 87°46'00" E, 227.77 feet; thence
2. Along a tangent curve to the right with a radius of 30.00 feet, through a central angle of 89°58'00", for an arc distance of 47.11 feet; thence
3. S 2°12'00" W, 757.22 feet; thence
4. N 87°48'00" W, 257.75 feet; thence
5. N 2°12'00" E, 787.35 feet to the point of beginning.

Containing an area of 4.654 acres of land, more or less.

SUBJECT TO, HOWEVER, an easement for access and egress, 15 feet wide lying along, contiguous to and easterly of the following described line which commences at said point of beginning and runs thence S 2°12'00" W, 705.00 feet.

Courses all true.

This description was prepared by me or under my direction.

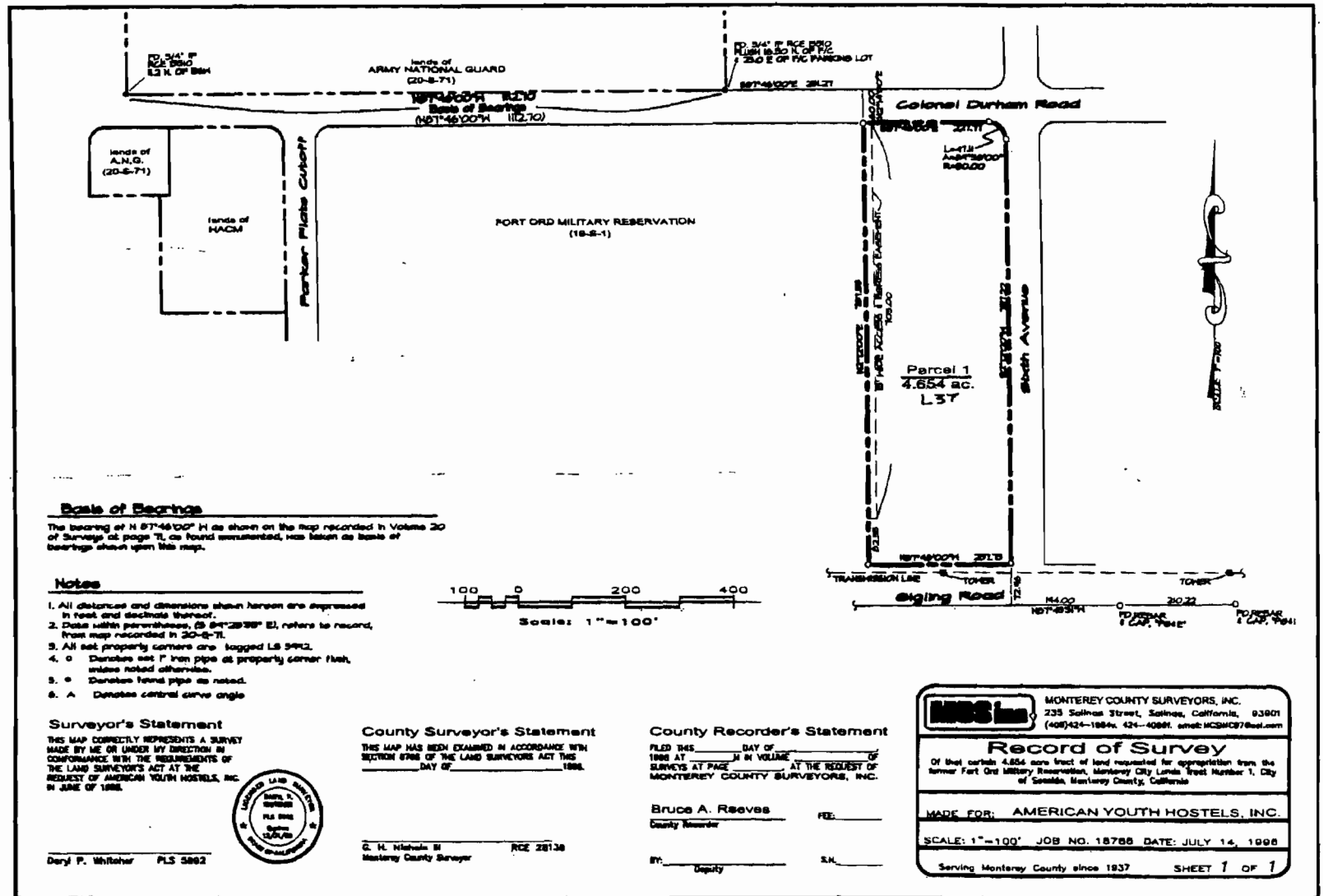

Daryl P. Whitcher P.L.S. 5992



CJD/cd
07/14/98
/cjd/ayh-ld.wpd

AYH.ld

L37



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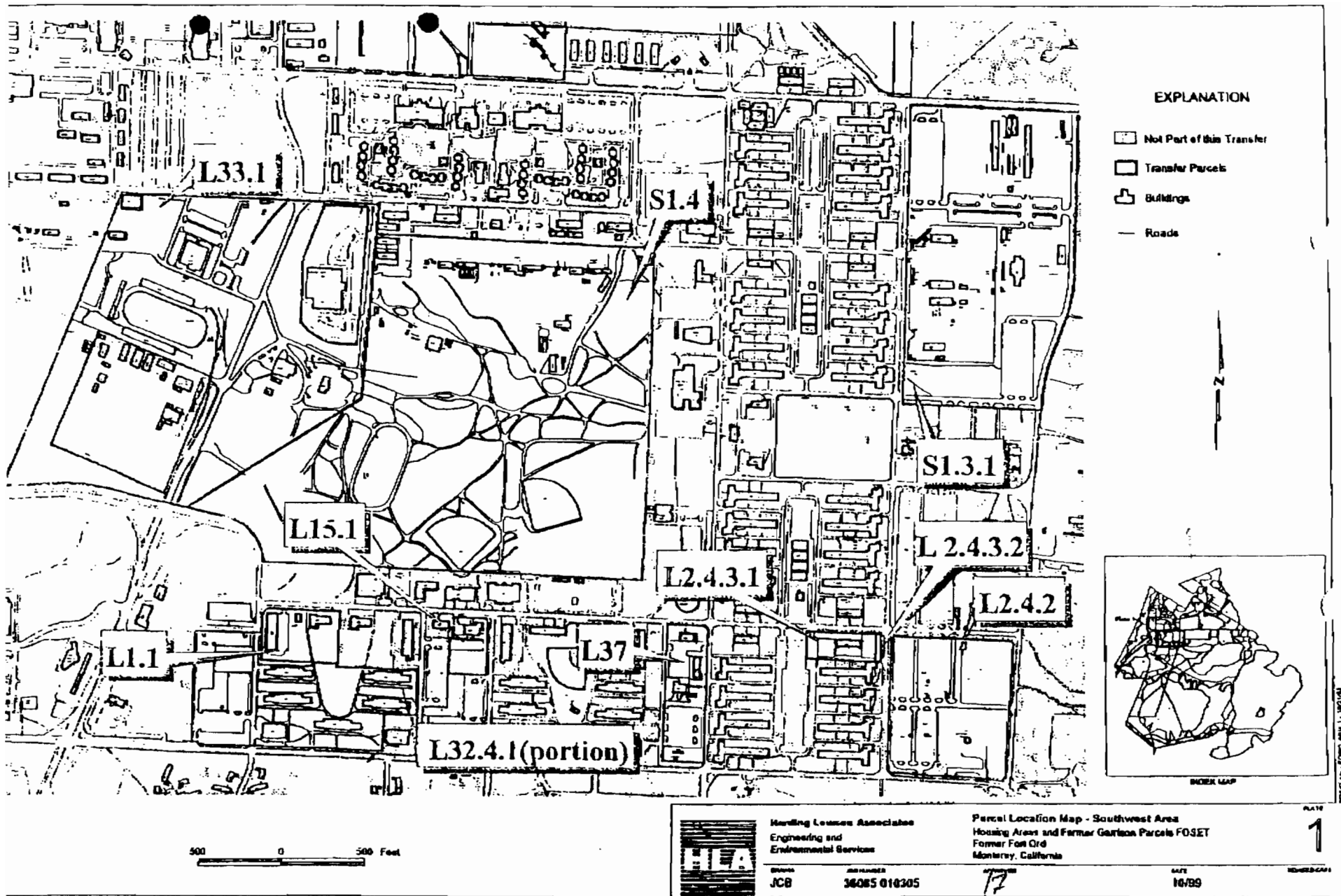


EXHIBIT B
ALTERNATE SITE



West Broadway Avenue Study Area Site Plan

EXHIBIT C

STATE PARKS' PBC APPLICATION FOR THE YOUTH HOSTEL PARCEL

INTRODUCTION

These instructions are designed to assist you in completing an application for Surplus Federal Real Property for public park and recreation purposes under Public Law 91-485.

The application consists of three parts, labeled: Part A, Part B, and Part C. For ease of identification, these parts have been separated by colored sheets.

Part A identifies who is applying for what property and sets forth terms and conditions which will be made a part of the deed transferring title to the property upon approval of an application by the Secretary of the Interior and the Administrator, General Services Administration.

Part B sets forth the Applicant's justification for acquiring the property and a program of development and utilization. Part B provides the National Park Service with information upon which approval or rejection of an application is based.

Part C provides the format for a resolution or certificate of authority identifying and certifying that it is legally authorized to make an application for the property.

When you have completed the application, submit five copies to the National Park Service Regional Office. The address appears on the letter transmitting this set of application instructions to you.

Instructions
for
Preparing Part A

Use all of Part A (Application for Federal Surplus Property for Public Park and Recreation Purposes), which accompanies these instructions.

1. Fill in the information in the blanks and the insert where indicated.
2. The references in Part A to Part B and Part C are for indicating that this application consists of three parts. You need not be concerned about these references while preparing Part A.
3. Read the terms and conditions, 1 through 12, thoroughly. Some of the terms and conditions are quite restrictive and will appear as conditions in the Deed of Conveyance.
4. In the event that the property is on, nominated to, or eligible for nomination to the National Register for Historic Places, appropriate language will be incorporated in the deed in order to carry out the intent of the Historic Preservation Act of 1966 and Executive Order 11593.
5. The person having legal responsibility and/or authority to submit the application and carry out the conditions of a deed must sign Part A in the space following Condition 12.
6. The "Acceptance by the Government" statement will be completed by the National Park Service upon completion of the review of your application and its acceptance.

**APPLICATION FOR FEDERAL SURPLUS PROPERTY
FOR PUBLIC PARK OR RECREATION PURPOSES**

Part A

To: National Park Service - Western Region
600 Harrison Street - Suite 600
San Francisco, CA 94107

The undersigned State of California Department of Parks and Recreation

hereinafter referred to as the Applicant or Grantee, acting by and through

Patricia J. Megason, Director

(Name and Title of person having authority to make application)

P.O. Box 942896

(Street Address)

Sacramento, CA 94296-0001 (916) 653-8380

(City, State, Zip, and business telephone number)

hereby makes application to the United States pursuant to Section 203(K)(2) of the Federal Property and Administrative Services Act of 1949 (63 Stat. 387), as amended, and in accordance with the rules and regulations of the Department of the Interior, for the transfer of the following property which has been declared surplus by the General Services Administration and is subject to assignment to the Secretary of the Interior for disposal for public park or recreation purposes:

1. NAME AND LOCATION OF PROPERTY BEING REQUESTED:

A portion of the Presidio of Monterey Annex (FT. Ord Excess Property II) that includes buildings #4419, 4420, 4421, 4423, 4460, and a portion of the adjacent land.

2. GSA CONTROL NUMBER OF THE SUBJECT PROPERTY: Not Applicable

3. ACREAGE OF THE TOTAL PROPERTY OR PORTION THEREOF BEING REQUESTED UNDER THIS APPLICATION FOR PARK AND RECREATION PURPOSES ONLY:

Approximately 4.6+ acres.

The property is more fully described in **Part B** of this application, attached hereto and made a part thereof.

Enclosed herewith as **Part C** of the application is a resolution or certified statement showing the authority of the undersigned to execute this application and to do all other acts necessary to consummate the transaction.

The undersigned agrees that this application is made subject to the following terms and conditions:

1. This application and its acceptance by the Department of the Interior shall constitute the entire agreement between the Applicant and the Department of the Interior, unless modified in writing signed by both parties.
2. The descriptions of the property set forth above are believed to be correct, but any error or omission shall not constitute ground or reason for non-performance of the agreement resulting from the acceptance of this application.
3. It is understood that the property is to be conveyed "as is" and "where is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose intended and no claim for any adjustment upon such grounds will be considered after this application has been accepted.
4. The Applicant agrees to assume possession of the property within 15 days of any written request given by the Department of the Interior after the property has been assigned to the Department of the Interior by the General Services Administration. Should the Applicant fail to take actual possession within such period, it shall nonetheless be charged with constructive possession commencing at 12:01 A.M., local time, of the 16th day after such request by the Department of the Interior. The word "possession" shall mean either actual physical possession or constructive possession.
5. At the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for any general and special real and personal property taxes, which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the Federal Government in lieu of taxes.
6. At the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for care and handling and all risks of loss or damage to the property, and have all obligations and liabilities of ownership.
7. The Applicant shall on a mutually agreeable date not later than 30 days after the property has been assigned to the Department of the Interior, or such longer period as may be agreed upon in writing, tender to the Department of the Interior the purchase price, if a purchase price is due.

8. Conveyance of the property shall be accomplished by an instrument, or instruments, in form satisfactory to the Department of the Interior without warranty, express or implied, and shall contain reservations, restrictions, and conditions substantially as follows:

- A. That the Grantee shall forever use the property in accordance with its application and the approved Program of Utilization included in Part B of this application.
- B. That the Grantee shall, within six months of the date of the signing of the Deed of Conveyance, erect and maintain a sign or marker near the point or principal access to the conveyed area indicating that: the property is a park or recreation area; has been acquired from the Federal Government for such use; is or will be made available for use by the general public.
- C. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved program mentioned under the above Item A through concession agreements entered into with third parties, provided the prior concurrence of the Secretary of the Interior is obtained in writing to such agreements.
- D. The Grantee shall prepare biennial reports setting forth the use made of the property during the preceding two-year period and submit it to the appropriate Regional Office of the National Park Service (whose return address appears on the transmittal letter to you) for ten consecutive reports, and as further determined by the Secretary of the Interior.
- E. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title, and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.
- F. The Federal Government shall have the right to reserve all oil, gas, and mineral rights.
- G. Title to the property transferred shall revert to the United States at its option in the event of non-compliance with any of the terms and conditions of disposal.

9. The Program of Utilization included in Part B of the application may be amended at the request of either the Applicant or the Federal Government with the written concurrence of the other party. Such amendments will be added to and become a part of the original application and shall be consistent with purposes for which the property was transferred. The Applicant further agrees to furnish such data, maps, reports, and information as may be needed by the National Park Service.
10. Any title evidence which may be desired by the Applicant will be procured by the Applicant at its sole costs and expense. The Federal Government will, however, cooperate with the Applicant or its authorized agent in this connection and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgements in condemnation proceedings, or other documents relating to the title of the premises and property involved as it may have available. It is understood that the Federal Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.
11. The Applicant shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local law. All instruments of conveyance and security documents shall be recorded within 30 days of their receipt in the manner prescribed by local recording statutes at the Applicant's expense.
12. "Assurance of Compliance with the Department of the Interior Regulations under Title VI of the Civil Rights Act of 1964:"

The following agreement is made by the Applicant in consideration of and for the purpose of obtaining the transfer of any or all property covered by this application and the Applicant recognizes and agrees that any such transfer will be made by the United States in reliance on said agreement.

The Applicant agrees that (1) the program for or in connection with which any property covered by this application as transferred to the Applicant will be conducted in compliance with, and the Applicant will comply with and require any other person (any legal entity) who through contractual or other arrangements with the Applicant is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the Department of the Interior (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this agreement shall be

subject in all respects to the provisions of said regulations; (3) the Applicant will promptly take and continue to take such action as may be necessary to effectuate this agreement; (4) the United States shall have the right to seek judicial enforcement of this agreement; and (5) this agreement shall be binding upon the successors and assigns of the Applicant.

13. " The applicant agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, The Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

It is agreed that the instrument effecting the transfer to the Applicant of any property covered by this application will contain provisions satisfactory to the United States, incorporating the substance of the foregoing agreement such provisions to consist of (a) a condition, coupled with a right reserved to the United States to cause the property to revert to the United States in the event of any breach of such condition and (b) a covenant running with the land.

Patricia J. Megason
(Signature)
Director
(Title)

12/29/98
(Date)

P.O. Box 942896, Sacramento, CA 94296
(Address of Applicant)

ACCEPTANCE BY THE GOVERNMENT

Accepted by and on behalf of the United States of America this _____
day of _____, 19____.

U. S. DEPARTMENT OF THE INTERIOR

By _____

**APPLICATION FOR FEDERAL SURPLUS PROPERTY
FOR PUBLIC PARK OR RECREATION PURPOSES**

Part B:

1. DESCRIPTION OF PROPERTY:

A. LEGAL SURVEY DESCRIPTION:

See **Attachment #2B** for a draft survey description of the requested parcel of property. This document is currently being filed as the legal survey description.

B. PLOT MAP:

The requested parcel of property comprises a portion of the Presidio of Monterey Annex (Ft. Ord Excess Property II). **Attachments # 1A & 1B** show the relationship of the requested parcel (Buildings #4419, 4420, 4421, 4423, 4460, and a portion of the adjacent land) to the surrounding area in Monterey County (#1A) and to the Excess Property II boundaries (#1B).

Attachment #2A shows the boundary of the requested parcel along with existing buildings and roads within the parcel. This map is a reduced copy of the survey completed 6-23-98 which is being filed as the legal survey.

C. PHYSICAL DESCRIPTION:

The requested parcel is approximately 4.6+ acres of slightly sloping land (from North to South) with some landscaping of trees, grass and shrubs along 6th Ave. and Colonel Durham Rd. in front of buildings 4420, 4421, and 4423. There are two large areas of A.C. pavement previously used for parking, one area is immediately south of buildings 4419 and 4421, and the other paved area is located directly south of and behind building 4423, and west of building 4420 and north of building 4419. There are two large butane tanks located at the southern edge of the requested parcel; these are designated as building 4460. There are public access roads on the North, South and East boundaries and a 15 ft. access and egress easement on the West boundary.

D. PARCEL PHOTOGRAPHS:

Attachment #3 contains photographs of Buildings #4423, 4420, 4421, 4419, 4460 (Butane Tanks), and the pavement areas and surrounding landscaping.

E. HISTORIC CLASSIFICATION:

There is no indication that this parcel is on, nominated to, or eligible for nomination to the National Register of Historic Places.

2. CURRENT AND FUTURE NEED FOR THE PROPERTY:

The requested surplus property at the Presidio of Monterey (POM) Annex will be converted into use as a hostel and environmental learning center complex to be operated by the Central California Council of Hostelling International - American Youth Hostels (CCC/AYH) on a concession basis.

A market study completed by HI-AYH in January 1996 and updated in 1999 concluded that there is an existing demand by domestic and international visitors, as well as educational groups, for hostel accommodations of 160 beds in the Monterey area. CCC/AYH is currently negotiating for the purchase/lease of a building in Monterey that will be remodeled into a 45

APPLICATION FOR FEDERAL SURPLUS PROPERTY

bed hostel. The development of a 120 bed hostel at the former Fort Ord property would compliment the other proposed hostel and would satisfy the demand for hostel accommodations in the Monterey area.

A network of hostels providing a total of 160 beds for the Monterey area is consistent with the Department of Parks & Recreation Coast Hostel Facilities Plan of 1978. All of the hostels developed as a result of the pilot projects of this plan have proved successful. The Pigeon Pt. Lighthouse and Montara Pt. Lighthouse complexes are hostels developed under this plan over 14 years ago. In 1976 the total hostel overnights for all of California was 17,895; twenty years later in 1997 the combined overnights for the two lighthouse hostels alone was 21,810 and the 1997 total overnights for all of California HI-AYH hostels was over 260,000.

The California State Coastal Conservancy supports the development of hostels in their master plan to meet the need for providing affordable access to the California coast. They have targeted the Monterey Peninsula as one of the highest priority locations for the development of a hostel to meet this need.

The Lighthouse hostels and other northern California hostels have implemented environmental education programs that are utilized by schools for group field trips. These programs are promoted at schools throughout northern California with a special emphasis on schools with economically disadvantaged students. The Monterey Bay Aquarium is a popular destination for school groups and an affordable overnight stay at an environmental learning center hostel could enhance their experience of the Aquarium by allowing them more time for the tour and by complementing the Aquarium tour with hands on environmental projects.

The requested buildings would meet this need of budget accommodations and environmental education with a supervised facility of overnight bunkrooms, self-serve kitchen and dining facilities, common areas, recreation rooms and classrooms. The outside areas would be used for solar and wind energy demonstrations, gardening projects, composting demonstrations, outdoor recreation, and future expansion.

3. SUITABILITY OF PROPERTY:

It is important that hostels be easily accessible by bicycle, public transportation, and by automobile or bus. This property meets that criteria by being within 1.5 miles from the major north-south coastal Highway 1 and on the projected metropolitan bus route between the City of Monterey and the California State University at Monterey Bay (CSUMB). There is existing paved parking space for at least 50 vehicles and although the buildings are not currently wheelchair accessible, they will be remodeled for accessibility.

The approximate 14,000 net square feet of existing building space is of sufficient size for a hostel of 120 beds. The approximate 2 acre paved area south of the buildings will allow the development of demonstration solar and wind energy projects, gardening and composting projects, and outdoor recreational activities. The current available building square footage combined with the portions of the paved area offers the potential for future expansion.

APPLICATION FOR FEDERAL SURPLUS PROPERTY

The property is within walking distance of CSUMB and the hostel programs can conveniently utilize university students for volunteers, interns, and docents. The property is also adjacent to a City of Seaside outdoor recreation area for public use

4. CAPABILITY OF HI-AYH:

The California State Parks & Recreation Department is sponsoring CCC/HI-AYH as the developer and operator of the requested property for use as a hostel and environmental learning center. There are over 150 HI-AYH licensed hostels in the United States and currently 24 are in the State of California and 7 of those are within the Central California region. In addition to its own expertise in hostel development and operation, CCC/HI-AYH can also draw on the Golden Gate Council of HI-AYH experience with the Pigeon Pt. Lighthouse Hostel and the Montara Pt. Lighthouse Hostel both of which are operating successfully under a concession agreement with the California State Parks & Recreation Department.

Based on the market study for hostelling in the Monterey area and the proven track record of HI-AYH to successfully operate hostels, this proposed hostel, once open, will become financially self sustaining from the income derived from a modest overnight fee of \$15 to \$20 per person with discounts for youth. See **attachment #4A and #4B** for the proposed operating budgets for Phase II and IV respectively. The occupancy rates in these budgets are based on the Monterey area market study and the yearly occupancy rates experienced at the two north coast Lighthouse Hostels, the Monterey Hostel, and the Santa Cruz Hostel over the past several years.

The development budget for **Phases I & II** is estimated at \$278,000 with a total development cost through **Phase IV** projected at \$1,242,000 over a period of eight years. Phase II includes remodeling building 4420 by adding wheelchair accessibility, bathroom and kitchen facilities and sleeping accommodations for up to 30 hostellers; staff quarters, and office space. (see **attachment #2C**). The CCC/AYH will fund Phases I & II from its hostel development savings account and Fundraisers, grants and donations, State Coastal Commission mitigation funds, and donated time & materials. **Phase III** will include a pilot environmental classroom program for small groups and a Council office and classrooms in building 4421. It will also include environmental projects utilizing the adjacent paved area south of the buildings and remodeling of building #4419 for additional workshop and classroom space, as well as a travel store (see **attachment #2C**). **Phase IV** will include expanding the hostel facilities by remodeling building 4423 to accommodate up to 90 additional guests, including additional office space; staff quarters; kitchen, dining, and common space. Phases III & IV will be funded with a combination of grants, hostel operating income, fundraisers, income from the hostel programs, and donated time & materials. See **attachment #5** for the proposed project development schedule and costs for all four phases.

A paid staff of three full-time and 4 part-time will be employed for hostel operations and programming. Volunteers from CSUMB and the City of Seaside as well as other surrounding communities will be recruited as docents for programs, hosts for the hostellers, and for general help in the operation of the hostel.

APPLICATION FOR FEDERAL SURPLUS PROPERTY

5. PROGRAM OF UTILIZATION:

The State of California Department of Parks and Recreation wishes to sponsor the CCC/HI-AYH in the establishment of an HI-AYH hostel learning center on the 4.6+ acre surplus property parcel. This hostel will include overnight facilities, educational, environmental, and recreational programs for the independent traveler, for groups including schools, scouts, inner city youth, and non-profit organizations such as Elderhostel. The hostel will become a resource center for the surrounding communities, including Seaside and CSUMB in environmental and travel information, cultural exchange, languages, and volunteer opportunities.

HOSTEL PROGRAM:

The four buildings #4419, 4420, 4421, 4423 will form the nucleus of the Hostel complex. The largest building #4423, with approximately 8,200 net square ft., will be remodeled in phase IV to provide the main facilities for the hostel including: reception area, registration and office, bunk rooms, family rooms, self-service kitchen and dining facilities, accessible bathrooms and showers, recreation room, library room, staff quarters, meeting room space, bicycle storage and repair facility. Activities within this building and buildings #4421 and #4419 will include programs to encourage cultural exchange between the visitors, travel videos, storytelling, group sing-alongs, short classroom programs in languages, the environment, bicycle repair, and interesting things to do in the surrounding area.

Building #4420 will be remodeled in phase II to provide a small apartment for the hostel manager and initially to accommodate up to 30 hostellers with kitchen, dining, and bathroom facilities.

Building #4419 will be remodeled into a group meeting space, classrooms, travel store and a Council office. The area to the north of building #4419 will be landscaped for use as an outdoor dining area and a gathering space for groups.

Existing parking space to the south of building #4423 can accommodate 20 vehicles and the parking space south of buildings #4421 and #4419 can accommodate another 40 vehicles which is more than is needed for the proposed hostel.

OVERNIGHT ACCOMMODATIONS:

The second phase of remodeling will accommodate up to 30 guests in building #4420 along with a staff studio apartment. The fourth phase will provide additional overnight accommodations for up to 90 guests and 2 staff apartments in building 4423. Bunkrooms will be designed to sleep 4 to 8 guests each with at least 30 square feet of space per guest. Several of the bunkrooms will be designed to accommodate families of up to four.

KITCHEN & DINING FACILITIES:

This hostel will continue the tradition of offering a self-service kitchen for guests to prepare their own meals. There will be kitchens and dining areas in two or three buildings designed to accommodate 40 guests at any given time while self service meals are prepared in 1 or 2 shifts. The indoor dining facilities will accommodate at least 45 guests each while the outdoor dining should accommodate up to 40 guests.

APPLICATION FOR FEDERAL SURPLUS PROPERTY

RECREATION AREAS:

Indoors, the combination recreation room & classrooms will be designed to accommodate approximately 60 guests. A variety of board games and playing cards will be available, as well as a ping pong table.

Outdoor recreation will be encouraged with a display of hiking trails, inexpensive bike rentals, and docent led historic and environmental walks. A volleyball court, multi-purpose courts, and a softball field are located in the future Seaside city park adjacent to the hostel and outdoor activities for hostel guests at the park will be coordinated with the Seaside Parks & Recreation Dept.

ENVIRONMENTAL CENTER:

In Phase III, offices in remodeled building 4421 can be used for classrooms and workshops for environmental projects demonstrating how to harness solar and wind energy. Also in phase III, building #4419 will be remodeled into additional meeting and lecture space for large groups. There will be multi-media computers and other visual aids available for demonstration and instruction.

The outdoor area south of the buildings will contain working models of solar and wind energy projects complementing the classroom instruction. This area will also be landscaped for demonstration vegetable and flower gardens along with a demonstration of methods of composting.

UTILITIES:

Existing water and utility lines will be used wherever possible and new lines installed where needed.

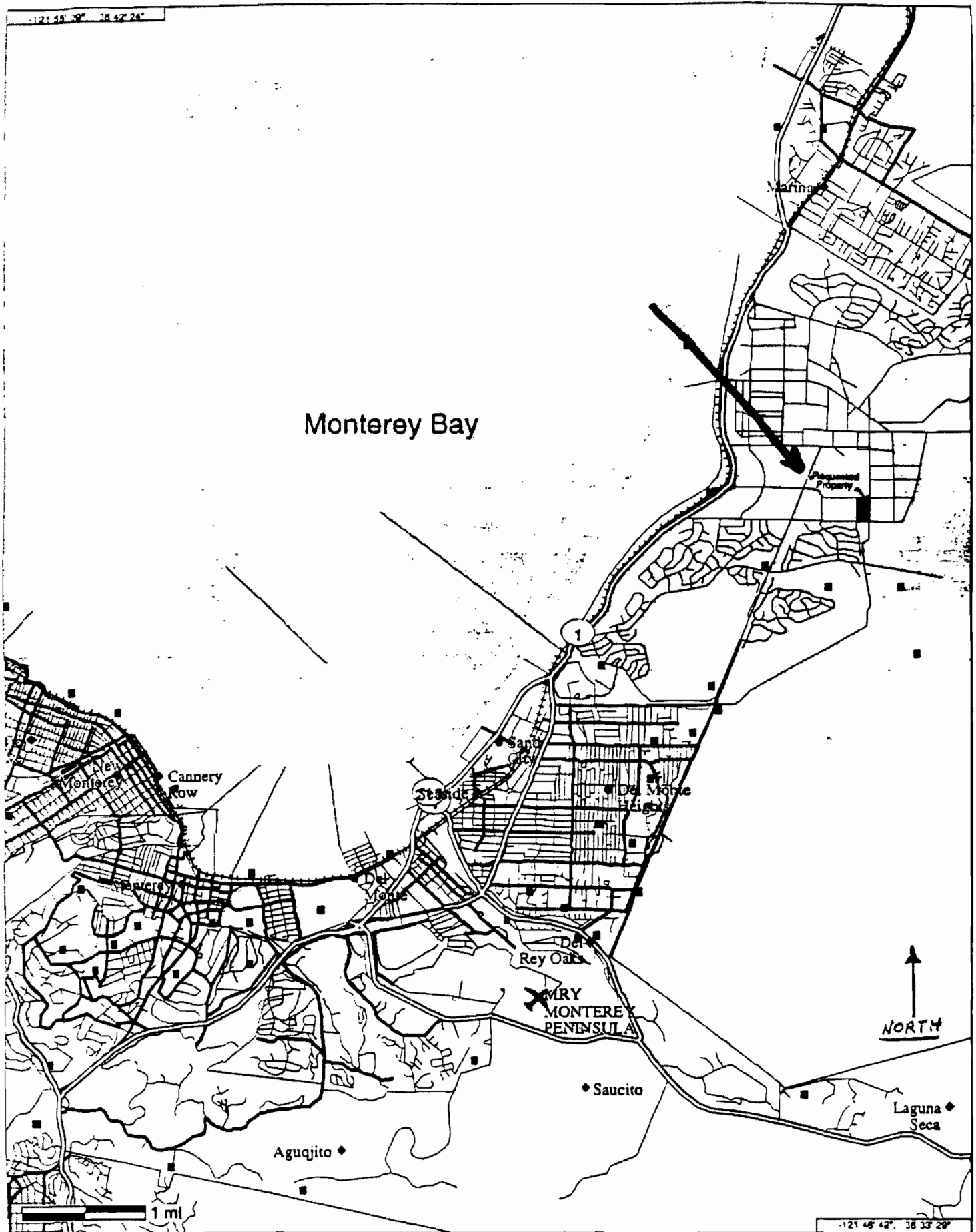
**APPLICATION FOR FEDERAL SURPLUS PROPERTY
FOR PUBLIC PARK OR RECREATION PURPOSES**

PART C

Proof of Authority

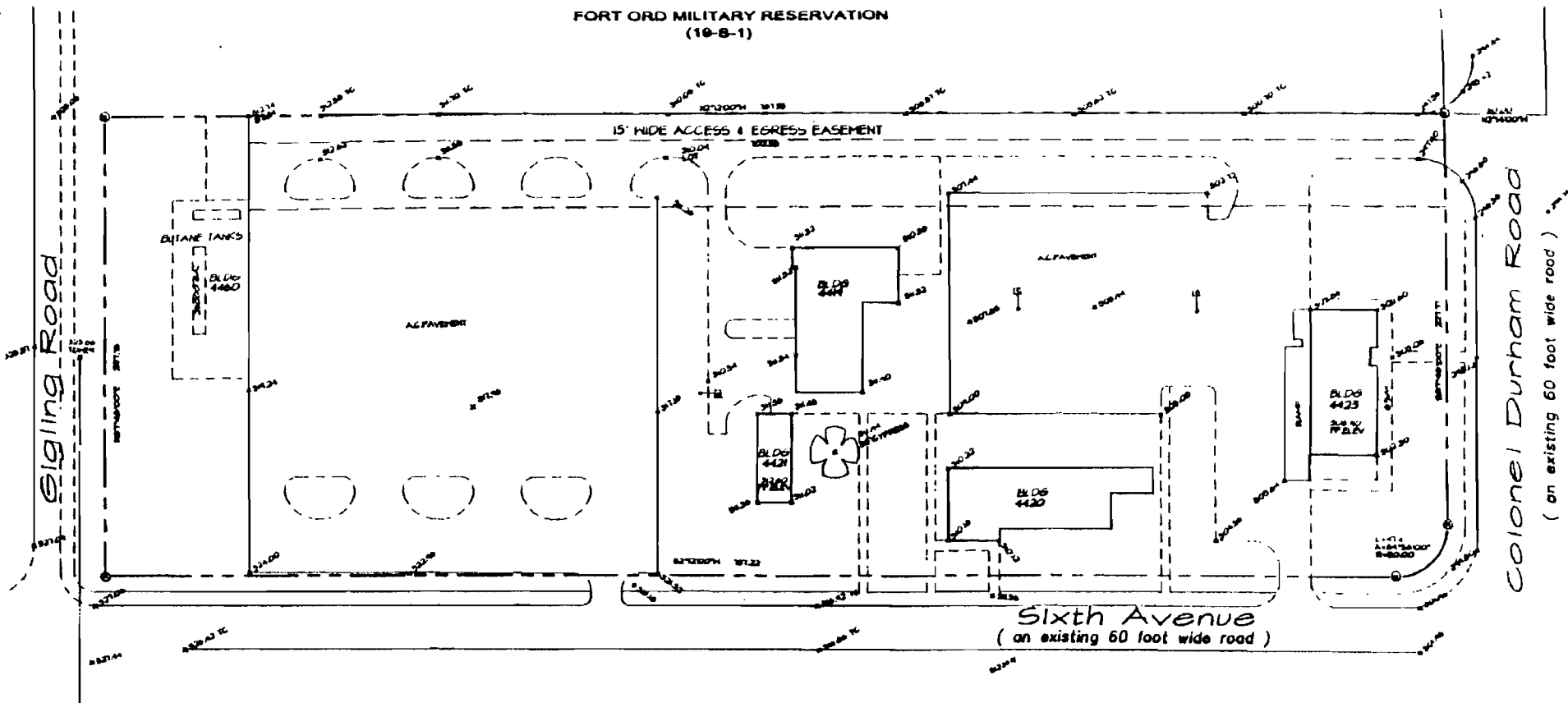
The Director of the State of California Department of Parks and Recreation has the authority to accept title to the subject lands in accordance with the California Public Resources Code, Section 5006, (a), as follows:

5006a. Acquisition of property by Department; State Park System. The department with the consent of the Department of Finance, and subject to Section 15853 of the Government code, may acquire title to or any interest in real and personal property which the Department deems necessary or proper for the extension, improvement, or development of the State Park System.





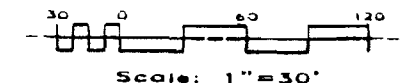
FORT ORD MILITARY RESERVATION
(19-8-1)



ATTACHMENT #2A

Notes

1. Datum is USGS (National Geodetic Vertical Datum of 1929).
2. Base of Bearings: The bearing of S 87°40'00" is shown on the map recorded in Volume 20 of Survey of page 11, as found maintained, was taken as base of bearings shown upon this map.
3. Location of structures utility lines taken from utility company diagrams and other sources deemed reliable. Verify locations in the field by contacting U.S.A. prior to any excavation work.
4. Lines represented on — — — are derived from aerial survey and do not necessarily correspond to locations of points stated or surveyed in this limited topographic survey.



MCS		MONTEREY COUNTY SURVEYORS, INC. 235 Seaside Street, Seaside, California 94061 424-1884 • 424-0281 • www.MCSurveyors.com	
Limited Topographic Survey			
If this station is 624 sq. ft. of land requested for appropriation under the Blaney Act, located on the Fort Ord Military Reservation, Monterey City, Santa Cruz County, California.			
MADE FOR		American Youth Hostels, Inc.	
SCALE 1"=30'		JOB NO. 18788 DATE 08-23-88	
SHEET		OF	

ATTACHMENT #2B

4.654 ac., Col. Durham Rd., Seaside (Ft. Ord)

AMERICAN YOUTH HOSTELS, INC.

THE UNITED STATES OF AMERICA, To:

CERTAIN REAL PROPERTY SITUATE in the Monterey City Lands Tract No. 1 and the City of Seaside, Monterey County, California, and being a portion of the lands formerly known as the Fort Ord Military Reservation, more particularly described as follows:

Beginning at a point which bears South 87°46'00" East 251.27 feet and South 2°14'00" West, 60.00 feet from the southeast corner of Parcel 1 as shown on map recorded in Volume 20 of Surveys at page 71, records of said county; thence

1. South 87°46'00" East 227.77 feet; thence
2. Along the arc of a tangent curve to the right with a radius of 30.00 feet, through a central angle of 89°58'00", for an arc distance of 47.11 feet; thence
3. South 2°12'00" West 757.22 feet; thence
4. North 87°48'00" West 257.75 feet; thence
5. North 2°12'00" East 787.35 feet to said point of beginning.

Containing 4.654 acres, more or less.

Courses all true.

This description was prepared under my direction.

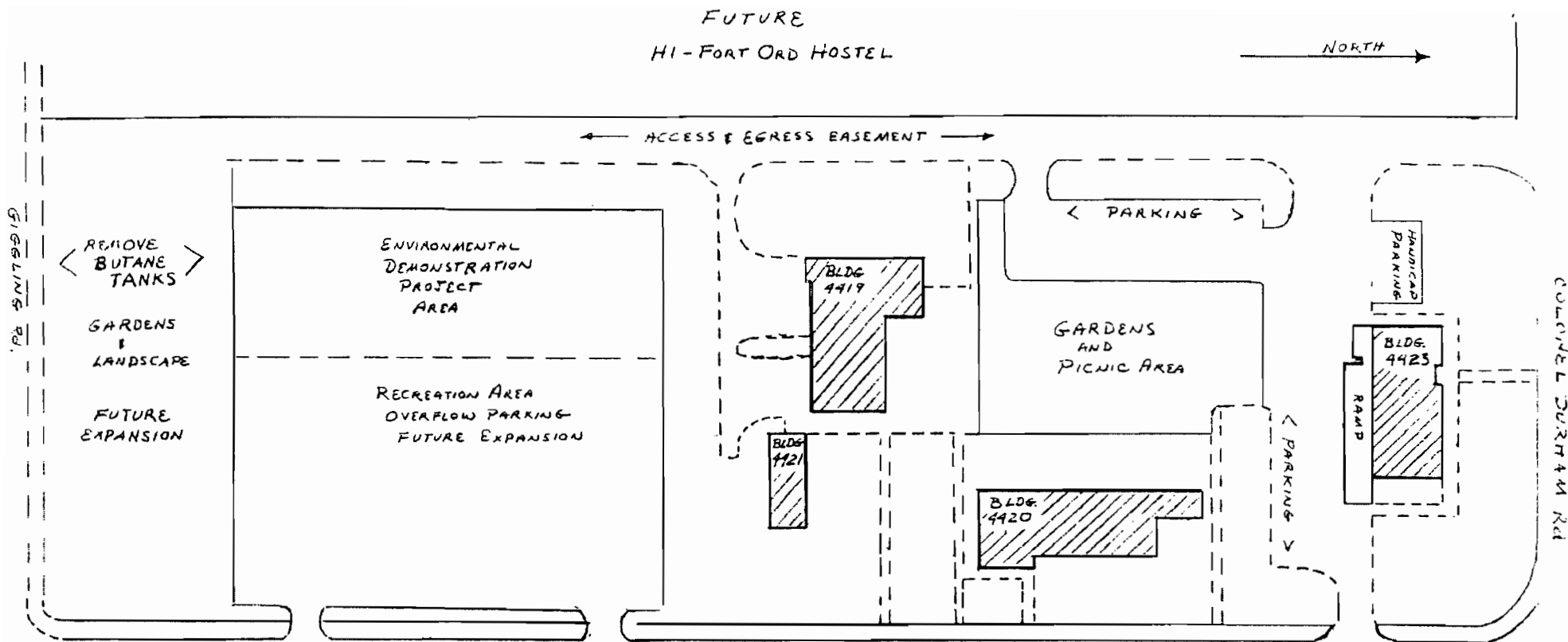
Daryl P. Whitcher

PLS 5992

MCS, Inc.
6/22/98

AYHord.ld

DRAFT



← 6th Avenue →

PHASE I: Bldg# 4420

Caretaker Apartment
1/2 bath
1 Shower
1 Kitchen / Dining
1 Clotheswasher

PHASE II: #4420 Remodel

30 Hostel Beds
Registration/Office
2 Staff Apartments
1 Self-Serve Kitchenette
Dining & Common Space
4 x 1/2 Baths
3 Showers
1 Dishwasher
2 Clotheswashers
1 Utility Sink
ADA Accessible

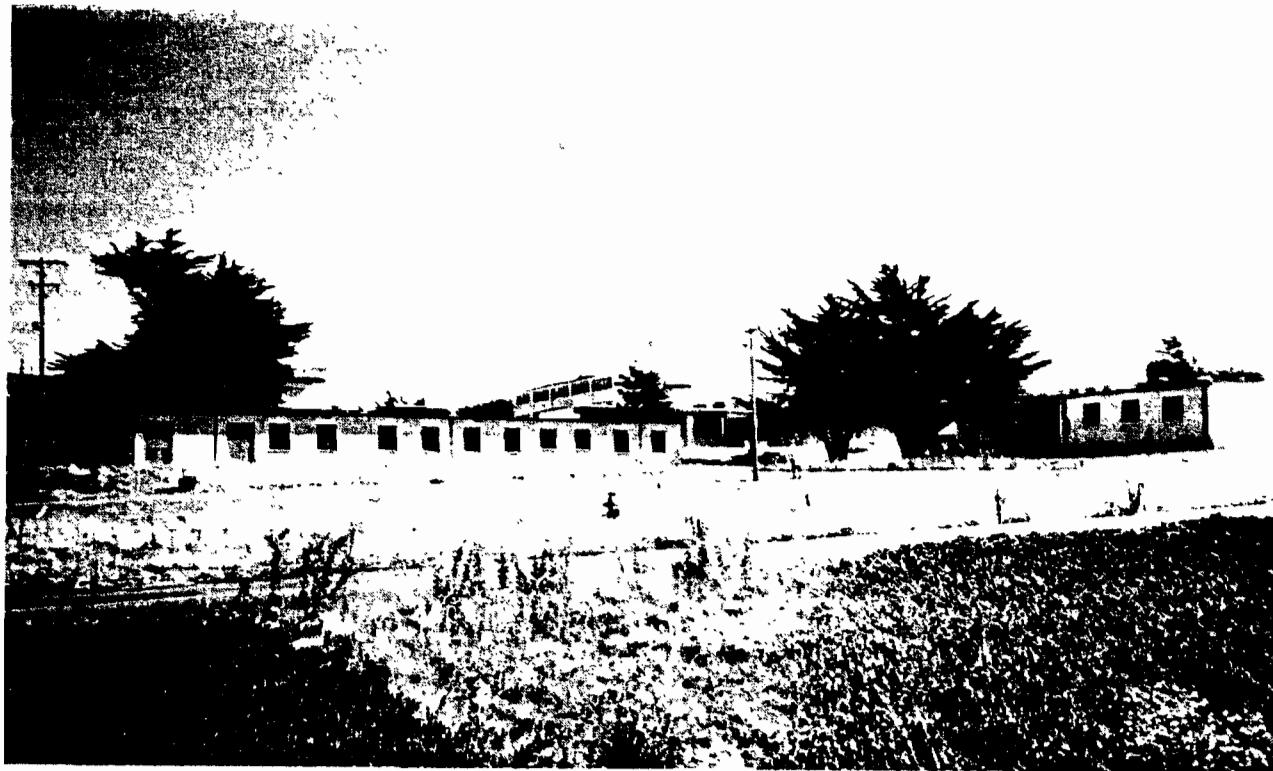
PHASE III: Bldg# 4419 & 4421

Mini Conference Center
Travel Retail Store
Office
Meeting Space
Classrooms
1 Self-Serve Kitchen
Dining & Common Space
3 x 1/2 Baths
2 Dishwashers
2 Clotheswashers
1 Utility Sink
ADA Accessible

PHASE IV: Bldg# 4423

90 Hostel Beds
Registration/Office
2 Staff Apartments
1 Self-Serve Kitchenette
Dining & Common Space
9 x 1/2 Baths
9 Showers
1 Dishwasher
2 Clotheswashers
1 Utility Sink
1st Floor ADA Accessible

ATTACHMENT 2C
Site Development Plan



View looking SE from Colonel Durham Rd.
 Bldg. #4423 (Foreground)
 #4420 (Center)
 #4419 (Rear - Right)

Bldg. #4420 (Center)
 #4419 (Right)

ATTACHMENT #3A

Central California Council of HI-AYH
Proposed HI - Fort Ord Hostel
Projected Budget After Phase II

ATTACHMENT 4A

Revision: 10-Sep-04

INCOME:

ACCOMODATION REVENUE: Overnight(O/N) Fees= (\$18 Adult, \$12 Age 7 to 17, \$9.00 Age less than 7)
Beds = 30 Avg. O/N Fee = \$17.00

Dates Open	# Days	% Occupancy	# Overnights(O/N)	Income(O/N\$)
6/1/2009 - 9/30/2009	122	70%	2,562	\$43,554
10/1/2009 - 5/31/2010	243	35%	2,552	\$43,384
		47%	5,114	\$86,938

SALES/RENTALS

* Linen / Towel Rentals	\$153
* Pay Phone & Phone Cards	\$511
* Net U.S. Membership Passes	\$256
* Net Int'l Membership Passes	\$1,023
Net Eurail/Britrail Passes	\$200
* Net Books & Merchandise	\$205
	\$2,348
* OTHER (Interest, Donations, Activities, & Events)	\$1,011

TOTAL INCOME

\$90,297

EXPENSES:

HOSTEL OPERATIONS: (Overflow and by Group Reservation only)

PAYROLL:

1 Hostel Manager (40hrs/wk)	Lodging/Mnth= \$300	Salary/Mnth= \$1,400	\$16,800
1 Asst. Manager (20hrs/wk)	Onsite Lodging \$300	Salary/Mnth= \$700	\$8,400
0 Summer Help (15hrs/wk)	3 Mnths+Lodging= \$200	Salary/Mnth= \$300	\$0
Vacation Replacements			\$969
Payroll Taxes / Workers Comp. (Lodging x17%, Salary x 25% estimates)			\$7,766
Total Payroll Expense			\$33,936

OPERATING EXPENSES:

Advertising & Promotion	\$1,200
* Fees (AYH & Bank): (\$5/Bed/Year)+(3.5% of O/N\$)+(CCC \$.25 per O/N)+Bank Fees	\$4,521
Furnishings & Equipment (Included in Replacement Reserves)	
Rent	\$1
Volunteer/Club Development & Hospitality	\$1,900
* Insurance (AYH & Property): (Liability=.26 per O/N, Property=1000)	\$2,330
* Maintenance & Repairs (3% of O/N\$)	\$2,608
* Miscellaneous	\$358
* Printing & Postage	\$511
Professional Services (Bookkeeping, Payroll, Gardening, Legal, ...)	\$2,000
* Community Programmming (Activities)	\$1,023
* Disposable Supplies (Hostel Operation)	\$3,836
* Supplies (Office)	\$409
* Telephone / Internet Access	\$1,505
* Training, Retreats, & Meetings	\$1,134
Transportation	\$500
* Utilities	\$4,301
	\$28,137
	\$62,072

OVERSIGHT COMMITTEE EXPENSES **\$1,200**

CAPITAL IMPROVEMENTS (Building Upgrades, Replacement Reserves, & Major Repairs) **\$2,000**

TOTAL EXPENSES **\$65,272**

NET EARNINGS (LOSS) {Available for Loan Repayment} **\$25,025**

* Items based on a percentage of Overnight Usage (O/N) & Overnight Income (O/N\$).

FO_B30P50V04

Central California Council of HI-AYH
Proposed HI - Fort Ord Hostel
Projected Budget After Phase IV

ATTACHMENT 4B

Revision: 11-Sep-04

INCOME:

ACCOMODATION REVENUE: Overnight(O/N) Fees= (\$18 Adult, \$12 Age 7 to 17, \$9.00 Age less than 7)

Beds = 120 **Avg. O/N Fee = \$16.50**

Dates Open	# Days	% Occupancy	# Overnights(O/N)	Income(O/N\$)
6/1/2014 - 9/30/2014	122	40%	5,856	\$96,624
10/1/2014 - 5/31/2015	243	18%	5,249	\$86,609
		25%	11,105	\$183,233

SALES/RENTALS

* Group Day Use Rental	\$4,800
* Linen / Towel Rentals	\$333
* Pay Phone/Phone Cards/Internet	\$3,221
* Net U.S. Membership Passes	\$555
* Net Int'l Welcome Stamps	\$2,221
Net Eurail/Britrail Passes	\$200
* Net Books & Merchandise	\$1,333
	\$12,663
* OTHER (Interest, Donations, Activities, & Events)	\$1,611

TOTAL INCOME

\$197,506

EXPENSES:

HOSTEL OPERATIONS: (Overflow and Group Reservation Only)

PAYROLL:

1	Hostel Manager (40hrs/wk)	Lodging/Mnth= \$400	Salary/Mnth= \$1,680	\$20,160
3	Asst. Staff (25hrs/wk)	Lodging/Mnth= \$400	Salary/Mnth= \$683	\$24,600
0	Summer Help (15hrs/wk)	4 Mnths+Lodging= \$300	Salary/Mnth= \$220	\$0
2	Cleaners (10hrs/wk)	12 Mnths(No lodge)	Salary/Mnth= \$390	\$9,360
	Vacation Replacements			\$1,722
	Payroll Taxes / Workers Comp. (Lodging x17%, Salary x 25% estimates)			\$32,476
	Total Payroll Expense			\$88,318

OPERATING EXPENSES:

Advertising & Promotion	\$1,200
* Fees (AYH & Bank): (\$5/Bed/Year)+(3.5% of O/N\$)+(CCC \$.25 per O/N)+Bank Fees	\$9,839
Furnishings & Equipment (Included in Replacement Reserves)	
Rent	\$1
Volunteer/Club Development & Hospitality	\$1,900
* Insurance (AYH & Property): (Liability=.26 per O/N, Property=2000)	\$4,887
* Maintenance & Repairs (2% of O/N\$)	\$3,665
* Miscellaneous	\$777
* Printing & Postage	\$1,111
Professional Services (Bookkeeping, Payroll, Gardening, Legal, ...)	\$2,000
* Community Programmimg (Activities)	\$2,221
* Disposable Supplies (Hostel Operation)	\$6,663
* Supplies (Office)	\$888
* Telephone / Internet Access	\$1,744
* Training, Retreats, & Meetings	\$1,790
Transportation	\$500
* Utilities	\$6,997
	\$46,184
	\$134,502

OVERSIGHT COMMITTEE EXPENSES **\$1,200**

CAPITAL IMPROVEMENT FUND (Building Upgrades, Replacement Reserves, & Major Repairs) **\$3,000**

TOTAL EXPENSES

\$138,702

NET EARNINGS (LOSS) {Available for Loan Repayment}

\$58,804

* Items based on a percentage of Overnight Usage (O/N) & Overnight Income (O/N\$).

FO_B120P30V04b

11-Sep-04

**Central California Council of AYH
Hostel at the Former Fort Ord
Proposed Development Schedule & Costs**

PHASE I: 1998-2006		COST
1998	Survey Parcel L37 and Recording Fees	\$3,800
2000	Army authorizes caretaker & PG&E for Building# 4420	
2001-2002	PG&E Electrical installed to Bldg# 4420	\$7,000
2002	Water meter & temporary water to Bldg# 4420	\$3,000
2000-2003	Volunteer & In-Kind Services (Trenching, Equip Repair, etc...)	\$4,000
2000-2003	Fees & Professional Help	\$1,200
May-03	Caretaker takes residence in house trailer (security)	
2005-2006	Caretaker takes residence in Bldg# 4420	
1998-2006	Volunteer Maintenance Help	\$8,000
2000-2006	Bldg# 4420 Maintenance Costs	<u>\$3,000</u>
	Subtotal	\$30,000
PHASE II: 2007-2009		
2007	Develop Site Master Plan	\$8,000
2007	Develop Remodel Plans for Buildings 4420	\$5,000
2008	Fees & Professional Help	\$20,000
2008-2009	Remodel Building #4420	\$150,000
2008-2009	Landscaping (less donated materials and labor)	\$10,000
2007-2009	Volunteer & In-Kind Materials and Services	\$50,000
2009	30 bed Overflow Hostel Opens (Furnishings)	<u>\$5,000</u>
	Subtotal	\$248,000
PHASE III: 2010-2012		
2010	Develop Remodel Plans for Building #4419, 4421, & 4423	\$10,000
2010	Develop Environmental Program Curriculum	\$3,000
2010	Start Solar, Wind, & Garden Projects	\$6,000
2010-2012	Fees & Professional Help	\$20,000
2011-2012	Install Utilities (PG&E and Water) for Bldgs# 4419 & 4421	\$20,000
2011-2012	Remodel Building #4419 & 4421	\$195,000
2012	Furnishings for #4419 & 4421	\$15,000
2010-2012	Volunteer & In-Kind Materials and Services	<u>\$65,000</u>
	Subtotal	\$334,000
PHASE IV: 2013/2014		
2013-2014	Fees & Professional Help	\$40,000
2013-2014	Install Utilities (PG&E and Water) for Bldg# 4423	\$30,000
2013-2014	Remodel Building #4423	\$465,000
2013-2014	Landscaping (less donated materials and labor)	\$10,000
2014	Furnishings for #4423	\$10,000
2013-2014	Volunteer & In-Kind Materials and Services	<u>\$75,000</u>
	Subtotal	\$630,000
	TOTAL COST	<u>\$1,242,000</u>
FUNDING:		
	CCC/AYH Funds from Income/Fundraisers	\$220,000
	Projected Grants	\$620,000
	Coastal Commission Mitigation Funds	\$200,000
	Donated Materials & Labor	<u>\$202,000</u>
	TOTAL FUNDS	<u>\$1,242,000</u>

CITY OF SEASIDE
OFFICIAL BUSINESS

Recording requested by and
when recorded mail to:

George R. Schlossberg, Esq.
Kutak Rock LLP
1101 Connecticut Avenue, NW
Suite 1000
Washington, DC 20036

Space Above This Line Reserved for Recorder's Use

1 **ASSIGNMENT BY**
2 **THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**
3 **TO**
4 **THE CITY OF SEASIDE**
5 **CONCERNING WATER FOR THE CENTRAL CALIFORNIA COUNCIL**
6 **OF AMERICAN YOUTH HOSTELS**
7 **IN THE CITY OF SEASIDE**

8
9 This Assignment is made and entered into by and between the CALIFORNIA
10 DEPARTMENT OF PARKS AND RECREATION ("State Parks") and the CITY OF
11 SEASIDE ("City") on this 28th day of August, 2008 ("Effective Date").

12
13 **WITNESSETH THAT:**

14
15 **WHEREAS**, State Parks and the City have entered into that certain *Agreement*
16 *Between the California Department of Parks and Recreation and the City of Seaside*
17 *Concerning the Fort Ord Dunes State Park Within the City of Seaside*, dated May 9,
18 2008 ("State Parks Agreement"); and

19
20 **WHEREAS**, the City, the Central California Council of American Youth Hostels
21 ("AYH") and the Fort Ord Reuse Authority ("FORA") have entered into that certain *Agreement*
22 *By and Among the Fort Ord Reuse Authority, the City of Seaside and the Central California*
23 *Council of American Youth Hostels Concerning Certain Property at the Former Fort Ord,*
24 *California*, dated May 9, 2008 ("AYH Agreement"); and

25
26 **WHEREAS**, pursuant to the State Parks Agreement and the AYH Agreement, that
27 certain property known as the "Youth Hostel Parcel" located on the former Fort Ord in
28 Monterey County, California, will be conveyed to the City and leased to AYH for operation of

WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

1 a youth hostel and environmental learning center as described in the application submitted by
2 State Parks to the Department of the Interior on December 29, 2008 concerning the public
3 benefit conveyance of the Youth Hostel Parcel (the "Youth Hostel"); and
4

5 **WHEREAS**, pursuant to the AYH Agreement, the City and AYH have entered that
6 certain *Lease Agreement By and Between the City of Seaside and the Central California*
7 *Council of American Youth Hostels for the Lease of Certain City Owned Property for the Use*
8 *as a Youth Hostel*, dated August 28, 2008 ("AYH Lease"); and
9

10 **WHEREAS**, FORA has the authority to allocate water on the former Fort Ord to the
11 various jurisdictions, and that water supply was obtained from the United States Army, and in
12 turn, is part of the 6,600 acre-feet per year of groundwater, which is addressed in that certain
13 County Agreement No. A-06404, entered into between the United States Army and the
14 Monterey County Water Resources Agency, dated September 21, 1993; and
15

16 **WHEREAS**, FORA has made a 45-acre-foot/year allocation of water to State Parks;
17 and
18

19 **WHEREAS**, the operation of a Youth Hostel on the former Fort Ord property would
20 contribute to the public's access and enjoyment of Fort Ord Dunes State Park; and
21

22 **WHEREAS**, consistent with the AYH Agreement and the State Parks Agreement,
23 State Parks desires to provide up to 5.5 acre-feet of State Parks' 45-acre-foot potable water
24 allocation from FORA to the City for the use by a Youth Hostel in the City; and
25

26 **WHEREAS**, the City desires to accept State Parks' assignment of 5.5 acre-feet of its
27 potable water allocation from FORA for the use by a Youth Hostel in the City; and
28

29 **WHEREAS**, State Parks and the City desire to have written confirmation of State
30 Parks water assignment in order to facilitate the development of the Youth Hostel in the City.
31

32 **NOW, THEREFORE**, in consideration of the above recitals and the mutual
33 promises set forth herein, State Parks and the City agree as follows:
34

- 35 1. Commencing upon the date of occupation of the Youth Hostel by AYH, as
36 demonstrated by written notice to State Parks signed by both AYH and the City, State
37 Parks does hereby assign to the City the right to use up to a maximum of five and a
38 half (5.5) acre-feet of potable water per year from State Parks' allocation of potable
39 water from FORA, to be provided to the City to the extent necessary for AYH to
40 operate the Youth Hostel on the Youth Hostel Parcel or at another location that is
41 within the boundaries of the City of Seaside. Any water not needed for operation of
42 the Youth Hostel by AYH shall be retained by or revert back to State Parks.
43

WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

2. The City hereby agrees to provide such assigned water solely for use by AYH for the purpose of operating a Youth Hostel on the Youth Hostel Parcel or at another location that is within the boundaries of the City of Seaside.
3. The assignment of potable water by State Parks to the City for purposes of operating the Youth Hostel shall terminate, and State Parks shall not be obligated to provide any water to the City, if any one of the following occurs:
 - a. AYH fails to begin operation of the Youth Hostel on the Youth Hostel Property or at another location within the boundaries of the City of Seaside within five (5) years of the date of execution of this Assignment; or
 - b. After the initial opening, the Youth Hostel is no longer in operation or the Youth Hostel fails to be open to the public for a continuous period longer than one (1) year; or
 - c. The Youth Hostel is owned by any person or persons, organization, corporation, partnership, association or entity other than AYH; or
 - d. FORA reduces or eliminates State Parks' 45-acre-foot-per-year water allocation; or
 - e. The Youth Hostel is located or relocated to any place that is outside the boundaries of the City of Seaside.
4. Water shall be allocated to the City for use either by AYH or the City in accordance with the following terms and conditions:
 - a. If AYH is operating on the Youth Hostel Parcel in accordance with the terms and conditions set forth in the AYH Lease, then State Parks shall provide up to five and one half (5.5) acre feet of potable water per year to the City for use by AYH.
 - b. If AYH is operating in a facility in accordance with the terms and conditions set forth in the AYH Lease that is (a) not on the Youth Hostel Parcel, (b) within the City, and (c) within the former Fort Ord, then State Parks shall provide up to five and one half (5.5) acre feet of potable water per year to the City for use by AYH.
 - c. If AYH is operating in a facility in accordance with the terms and conditions set forth in the AYH Lease that is (a) not on the Youth Hostel Parcel, (b) within the City, and (c) not within the former Fort Ord, then State Parks shall provide up to five and one half (5.5) acre feet of potable water per year to the City for the City's use; provided, however, that the City shall make the same amount of potable water available to AYH for their operations at such facility in the City.

WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

- d. If AYH is operating in a facility, which is not on the Youth Hostel Parcel, with previously assigned water rights, in accordance with the terms and conditions set forth in the AYH Lease, then State Parks shall not be obligated to provide any potable water to the City for use by AYH.
5. This Assignment shall be governed and interpreted under the laws of the State of California.
6. Both parties shall observe and comply with all applicable federal, state and local laws, regulations and ordinances.
7. The City shall defend, indemnify and hold harmless State Parks, its officers, employees and/or agents from and against any and all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from State Parks' assignment of water to the City or the parties' implementation of this Assignment, except those arising from the sole negligence or willful misconduct of State Parks, its officers, employees and/or agents.
8. No alteration, amendment, variation or waiver of the terms of this Assignment shall be valid unless made in writing and signed by both parties. This Assignment may be terminated by the mutual written agreement of the parties.
9. This Assignment shall be deemed to have been prepared equally by both parties and the Assignment and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.
10. Except as expressly provided for herein, nothing in this Assignment shall be construed as giving either the City or State Parks the right or ability to bind the other or to create any joint liability with regard to, or as a result of, the activities undertaken by each party to implement this Assignment.
11. The City and State Parks are the only parties to this Assignment. This Assignment shall not create any rights in any person, entity or organization not a party hereto; nor may any third party maintain any lawsuit for breach of this Assignment.
12. This Assignment constitutes the entire contract between the City and State Parks regarding the subject matter of this Assignment. Any prior agreements, whether oral or written, between the City and State Parks regarding the subject matter of this Assignment are hereby terminated effective immediately upon full execution of this Assignment; provided, however, that the State Parks Agreement shall remain in effect.

[Signatures on the following pages]

WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

1 IN WITNESS WHEREOF, the City of Seaside, California, intending to be legally
2 bound hereby, has caused this Assignment to be executed on the Effective Date set forth above.
3
4

5 CITY OF SEASIDE, CALIFORNIA
6

7
8 By: [Signature]
9 Ray Corpuz, City Manager
10
11

12 State of California)
13 County of Monterey)
14

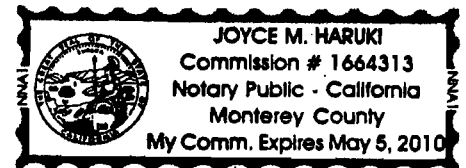
15 On AUGUST 26, 2008 before me,
16 JOYCE M. HARUKI, Notary Public (here insert name and title of the officer),
17 personally appeared RAY CORPUZ
18

19 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
20 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
21 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
22 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
23

24 I certify under PENALTY OF PERJURY under the laws of the State of California that the
25 foregoing paragraph is true and correct.
26

27 WITNESS my hand and official seal.

28 Signature [Signature] (Seal)
29



WATER ASSIGNMENT FROM STATE PARKS TO CITY OF SEASIDE

IN WITNESS WHEREOF, the California Department of Parks and Recreation, intending to be legally bound hereby, has caused this Assignment to be executed on the Effective Date set forth above.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

By: Ruth Coleman
Ruth Coleman, Director

State of California)
County of SACRAMENTO)

On MAY 7 2008 before me,
SONIA A. WINDTBERG, Notary Public (here insert name and title of the officer),
personally appeared RUTH COLEMAN

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

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

WITNESS my hand and official seal.

Signature Sonia A. Windtberg (Seal)



EXHIBIT E

MINIMUM INSURANCE REQUIREMENTS

GENERAL LIABILITY

Policy Number	PGL-1000768		
Policy Term	March 31, 2008 – March 31, 2009		
Insurer	Interstate Fire & Casualty Insurance Company		
Premium	\$ 155,999	Premium	
	\$ 4,679.97	MD Surplus Lines Taxes (3%)	

Coverage Summary

Interstate Fire & Casualty Company (Interstate) will pay those sums in excess of the Self Insured Retention that HI-USA becomes legally obligated to pay as damages because of bodily injury, property damage, personal injury and advertising injury to which the coverage applies. Interstate retains the right to defend HI-USA against any claims seeking damages. Defense costs are in addition to the limits of liability. The policy is subject to Audit within 30-60 days after the policy expiration date.

Employee Benefits coverage is written on a Claims Made Form. In order to trigger coverage, a claim must first be made against HI-USA during the policy period or Extended Reporting Period, if purchased, and the act(s) which lead to the claim must have occurred on or after the Retroactive Date of March 31, 2004. Furthermore, such claims must also be reported by HI-USA to Interstate during the policy period or within 60 days after expiration of the policy for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from Interstate.*

** A five-year Extended Reporting Period is option is available. Request must be submitted in writing to Interstate within 60-days of the policy expiration date of March 31, 2008. An additional premium, not to exceed 100% of the Employee Benefits premium, will be calculated by Interstate and payable by HI-USA when due.*

This explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements. In the event of a question or disagreement with your insurer concerning interpretation of the policy's reporting requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offense or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh as an insurance representative, does not provide legal advice, and this explanation should not be relied upon as a legal interpretation of the policy provisions.

Limits of Liability

General Aggregate - Per Location	\$ 10,000,000	
Products/Completed Operations	\$ 2,000,000	
Personal & Advertising Injury Each Occurrence	\$ 1,000,000	
Each Occurrence	\$ 1,000,000	
Policy Aggregate Limit	None	
Damage to Premises Rented to You Limit	\$ 50,000	
Medical Expenses	Excluded	
Self-Insured Retention Limit	\$ 150,000	Per Occurrence
Self-Insured Retention – Athletic Activities	\$ 50,000	Per Occurrence
Self-Insured Retention Aggregate	\$ 550,000	Stop Loss
Employee Benefits Liability Each Employee	\$ 1,000,000	

Employee Benefits Liability Aggregate	\$ 1,000,000
Employee Benefits Liability Deductible	\$ 1,000
Employee Benefits Retroactive Date	3/31/04

Endorsements/Exclusions

- State or Political Subdivision Additional Insured – City of San Diego Economic Development Division/City Planning & Community Investment Dept
- Additional Insured with 30 days notice of cancellation – Wachovia Bank, National Association
- Medical Expense Deleted
- Defense Costs will Erode the Self Insured Retention
- Insured's Choice of Third Party Administrator – Evans, Pletkovic & Rhodes, P.C.
- Blanket Waiver of Subrogation as Required by Contract
- Blanket Additional Insured – Vendors
- Blanket Additional Insured – Owners, Lessees, Contractors as Required by a Written Contract
- Primary and Non-Contributory Wording as Required by a Written Contract
- Manuscript Endorsement – Watercraft
- Aggregate Limits of Insurance Per Location
- Amended Definition of Employee – Exclusion for Injury to Temporary Workers
- Nuclear Energy Liability Exclusion
- War Liability Exclusion
- Cross Suits Exclusion
- Minimum Earned Premium & Audit Premium – 100%
- Fungi, Bacteria, Asbestos and Lead Exclusion
- Total Pollution Exclusion – Hostile fire Exception
- Professional Liability Exclusion
- Information Distribution Laws Exclusion
- Silica or Silica Related Dust Exclusion

EXCESS LIABILITY

Policy Number	BE2216073
Policy Term	March 31, 2008 – March 31, 2009
Insurer	National Union Fire Insurance Company
Premium	\$ 62,868

Coverage Summary

National Union Fire Insurance Company (AIG) will pay those sums, in excess of the underlying limits and retained limit that HI-USA becomes legally obligated to pay for bodily injury, property damage, personal injury and advertising injury as this insurance applies. AIG has the right and duty to defend HI-USA against any claims seeking damages to which the coverage applies. Defense costs are in addition to the limits of liability, except when underlying defense costs are within the underlying limits.

*The Excess Liability policy provides coverage for **Domestic Employee Benefits Liability** on an excess basis, which is written on a Claims Made Form. In order to trigger coverage, a claim must first be made against HI-USA during the policy period or Extended Reporting Period, if purchased*, and the act(s) which lead to the claim must have occurred on or after the Retroactive Date of March 31, 2004. Furthermore, such claims must also be reported by HI-USA to Interstate during the policy period or within 60 days after expiration of the policy for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from Interstate.*

** A five-year Extended Reporting Period is option is available. Request must be submitted in writing to Interstate within 60-days of the policy expiration date of March 31, 2008. An additional premium, not to exceed 100% of the Employee Benefits premium, will be calculated by Interstate and payable by HI-USA when due.*

*The Excess Liability policy also provides coverage for **Foreign Employee Benefits Liability** on an excess basis, which is written on a Claims Made Form. In order to trigger coverage, a claim must first be made against HI-USA during the policy period or Extended Reporting Period, if purchased*, and the act(s) which lead to the claim must have occurred on or after the Retroactive Date of March 31, 2003. Furthermore, such claims must also be reported by HI-USA to Interstate during the policy period or within 60 days after expiration of the policy for coverage to apply. Be aware that late reporting could result in a disclaimer of coverage from Interstate.*

**Extended Reporting Period*

- *Automatic 60 Days, starting at the end of the Policy Period*
- *Automatic Five Years, starting at the end of 60 Days after the expiration of the Policy Period; request for Extended Reporting Period must be submitted to Chubb in writing, within 60-Days of the Policy Expiration Date and forwarded to Chubb and Son, A division of Federal Insurance Company, 15 Mountain View Road, Warren, New Jersey 07060.*
- *Ten Year Extended Reporting Period can be purchased by submitting a request in writing to Chubb within 60 Days of the Policy Expiration. Chubb will determine the Additional Premium Cost, which must be paid to activate coverage.*

This explanation of the reporting provisions of your policy has been provided in order to assist you in understanding and complying with the policy's requirements. In the event

of a question or disagreement with your insurer concerning interpretation of the policy's reporting requirements as applied to the reporting of a specific claim, loss, occurrence, incident, offense or lawsuit, the actual policy wording, which is the contract between you and the insurer, and not Marsh's explanation of that language, will be controlling. Marsh as an insurance representative, does not provide legal advice, and this explanation should not be relied upon as a legal interpretation of the policy provisions.

Limits of Liability

Each Occurrence	\$ 10,000,000
General Aggregate	\$ 10,000,000
Products & Completed Operations Aggregate	\$ 10,000,000
Crisis Response Sublimit	\$ 250,000
Excess Casualty Crisis Fund Limit	\$ 50,000
Self-Insured Retention (Each Occurrence)	\$ 10,000

Endorsements

- Crisis Response
- Liquor Liability Exclusion
- Employee Benefits Liability Limitation
- Marine Liability Exclusion
- Maryland Cancellation/NonRenewal
- Aircraft Products and Grounding Exclusion
- Violation of Info. or Comm. Law Exclusion



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Daphne Hodgson, Deputy City Manager Administrative Services

DATE: April 20, 2017

**SUBJECT: AUTHORIZE CITY MANAGER TO EXECUTE WRITTEN
AMENDMENTS TO THE CONTRACT TO TRANE U.S. INC. FOR
INSTALLATION OF AIR CONDITIONING AT THE SEASIDE CITY
HALL**

PURPOSE

The purpose of this item is for the City Council to consider authorizing the City Manager to execute written amendments for possible contingency items in an amount not to exceed \$46,000, or ten percent of the total contract value, to the contract with Trane U.S. Inc. to install Air Conditioning at the Seaside City Hall.

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute written amendments for possible contingency items in an amount not to exceed \$46,000, or ten percent of the total contract value, to the contract with Trane U.S. Inc. to install Air Conditioning at the Seaside City Hall.

BACKGROUND

The City of Seaside owns and operates the City Hall building at 440 Harcourt Avenue. The building was built in 1966, has 19,000 square feet of floor space and contains the Council Chambers, administrative offices and the police department. The Council Chambers are located in the center of the building's main floor, occupy an area of 1,500 square feet, and has seating for 100 people. The ground floor of the City Hall houses all facilities for the police department as well as mechanical equipment for the building. The police offices occupy approximately 8,500 square feet. The building is constructed of reinforced concrete and masonry blocks and is heated and ventilated by a forced-air system located on the ground floor. During hot weather, the forced-air ventilation system is inadequate to cool the police department and the Council

Chambers.

On November 3, 2016, the City Council authorized a contract with Trane U.S. Inc. in the amount of \$460,000 for the design and construction of an air conditioning system for the police station and the City Council chambers. Due to the nature of retrofitting a new air conditioning system into an existing building, where existing conditions cannot be known with certainty, it is customary to provide a 10% contingency so the project can continue should an unforeseen issue arise.

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute written amendments for possible contingency items for an amount not to exceed \$46,000, or ten percent of the total contract value, to Trane U.S. Inc. to install Air Conditioning at the Seaside City Hall.

FISCAL IMPACT

The City Council approved a budget of \$460,000 for the proposed air conditioning system to be paid with a portion of the approved energy efficiency lease/purchase financing. Contingency expenditures, if required, would be funded first from the lease/purchase financing, if funds are available. If there are insufficient lease/purchase funds available after all approved projects are completed, the source of funding would be the General Fund Capital Projects Reserve.

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

AUTHORIZING THE CITY MANAGER TO EXECUTE WRITTEN AMENDMENTS FOR POSSIBLE CONTINGENCY ITEMS IN AN AMOUNT NOT TO EXCEED FORTY-SIX THOUSAND DOLLARS (\$46,000.00) FOR THE INSTALLATION OF AIR CONDITIONING AT THE SEASIDE CITY HALL

WHEREAS, the Seaside City Hall is an important facility that contains the Council Chambers, administrative offices and police department and requires a reliable supply of conditioned air to properly function; and

WHEREAS, the existing air handling system for the Seaside City hall was built in 1966 and does not have the ability to cool the occupied spaces; and

WHEREAS, on November 3, 2016, the City Council authorized a contract with Trane U.S. Inc. in the amount of \$460,000 to design and install an air conditioning system for the police department and the Council Chambers; and

WHEREAS, it is appropriate to establish a contingency that is 10% of the contract value, or \$46,000, to permit timely completion of the project should an unforeseen issue occur.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council authorize the City Manager to execute written amendments to the Trane's contract for an amount not to exceed \$46,000.00, such that the full value of the contract may not exceed \$506,000.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 20th day of April, 2017 by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: April 20, 2017

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE MIDDLE SCHOOL ASSOCIATED STUDENT BODY
EAGLES CLUB FOR MIDDLE SCHOOL SPORTS**

PURPOSE

The purpose of this agenda item is for the City Council to consider and approve a Three Thousand Dollar (\$3,000) request from Seaside Middle School ASB Eagles Club for a donation from the Mayor's Youth Fund for a youth sports program.

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

Seaside Middle School Eagles ASB Club, is requesting a donation of Three Thousand Dollar (\$3,000) donation from the Mayor's Youth Fund to cover the costs for uniforms, sports equipment and first aid kits for basketball, baseball and flag football teams. Each sport has 20-25 students (8 teams). This is the first sports league that has been held at Seaside Middle School in many years and its purpose is to help encourage middle school youth in order for them to become outstanding citizens of the community. This is the first request from Seaside Middle School Eagles ASB Club.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. This is the first time that the Seaside Middle School Eagle Basketball Club, ASB is requesting a donation.

FISCAL IMPACT

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

ATTACHMENTS

1. SEASIDE MIDDLE SCHOOL ATTACHMENTS

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

CITY OF SEASIDE MAYOR'S YOUTH FUND CONTRIBUTION POLICY

Purpose: The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

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

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

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organization status (not a taxpayer's I.D. number) and a current W9 form.

Evaluation Process and Criteria: Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).

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

<u>Individuals*</u>	25% of total cost of activity (not to exceed \$1,000.00)
Groups up to 20	up to \$1,500.00
Groups 21+	up to \$3,000.00

*Individual contributions must include an itemized list of all costs associated with the request including total cost of the activity.

In addition, funding will be limited to one contribution per year (every 12 months).

###

Mayor's Youth Fund Contribution Request

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

Name of Organization: Seaside Middle School, Eagles Club, ASB.

Name of Individual Submitting Request: Mariann D'Aguianno

% Residents or Students of Seaside: 100%
#of Participants 25-32

Ages of Participants: 13-15 yrs.

Mailing Address: 999 Coe Ave Seaside, CA 93955

Phone Number: Home 831 299 7080 Work Ext 2794
Cell _____

E-mail Address: mdaguanno@mpusd.k12.ca.us

Description of Event (Attach Additional Information as Necessary)

We here at Seaside Middle have started a middle school sports league that has never been established here @ SMS before. Currently we are fundraising for new uniforms - but we are 100% free/reduced lunch title one school. We are asking for request to ease the burden on our Seaside Middle School families.

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.

We plan on purchasing new uniforms for basketball, baseball and flag football, new balls, helmets and 1st aid kits as needed for away games - This would be our very first "sports teams" at Seaside Middle - we are encouraging positive behavior with outstanding rewards - like sports.

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

The benefit to Seaside City of would be a sense of safety for our students, a place they belong - and it encourage the youth of Seaside to be outstanding citizens of the community. Each sport has 20-25 students (8 sports) with head coach (admin) and assistant - I am the OSB clerk advocating for the students

*Total Amount Requested: (See Contribution limits)

3,000.00

Please!

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

Basket Ball B & G

Baseball

Flag Football

Soccer B & G

Volleyball

Σ total

* attached is the only sport that we could fundraise in a hurry -

The other sports listed are equally as expensive but fundraising is starting to slow down.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: April 20, 2017

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM NATIONAL
COALITION BUILDING INSTITUTE (NCBI) FOR THE COST
ASSOCIATED WITH THE FIRST 2017 PENINSULA PRIDE PARADE**

PURPOSE

The purpose of this item is to consider the request from National Coalition Building Institute (NCBI) for a waiver of the fees and costs associated with the 2017 Peninsula Pride Parade in the amount of Five Thousand, Two Hundred Twenty Nine Dollars, and Eighty One Cents (\$5,229.81.)

RECOMMENDATION

It is recommended that the request be approved.

BACKGROUND

The National Coalition Building Institute is requesting to hold the 2017 Peninsula Pride Celebration and Parade on Saturday, June 17, 2017. Event participants will meet at Monterey County Social Services at 1281 Broadway Avenue and proceed west on Broadway, taking a left turn on Fremont Blvd and then a left turn on Hilby Avenue ending at the Oldemeyer Center. This event benefits the LGBT community and woman rights.

The National Coalition Building Institute is requesting a full fee waiver for the cost associated with the 2017 Peninsula Pride Celebration and Parade. This is the first time that National Coalition Building Institute is requesting a fee waver. A Special Event Application was submitted to the Special Event Committee for their review. The attached information details the specifics of this event.

FISCAL IMPACT

Fees that would have been credited to the General Fund will not be collected if the fee waiver is granted. The City's adopted fee schedule includes the following approximate fees which are applicable to this request:

Auditorium Use Fees	\$788.00
Non-Refundable Deposit	\$147.81
Police Fees	\$336.00
Public Works Fees	<u>\$3,958.00</u>

TOTAL \$5,229.81

ATTACHMENTS

1. Fee Waiver request/Special Event Application from National Coalition Building Institute for the Peninsula Pride Celebration & Parade
-

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 NATIONAL COALITION BUILDING INSTITUTE

MAILING ADDRESS _____

CONTACT NAME TYLER WILLIAMSON PHONE# 619-886-6012

PHONE# 619-886-6012

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: williamson3149@yahoo.com

EVENT NAME: PENINSULA PRIDE CELEBRATION & PARADE

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

Setup Date 6/17/17 Time 9:30 AM

Event Starts Date 6/17/17 Time 10:30 AM

Event Ends Date 6/17/17 Time 4:00 PM

Dismantle Date 6/17/17 Time 6:00 PM

SITE LOCATION START "MONTEREY COUNTY SOCIAL SERVICES" TO "LAGUNA GRANDE REGIONAL PARK" END

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.

EVENT PARTICIPANTS WILL MEET AT MONTEREY COUNTY SOCIAL SERVICES, 1281 BROADWAY AVE, SEASIDE, CA. THE ROUTE WILL PROCEED WEST ON BROADWAY AND TAKE A LEFT ON FREMONT BLVD, RIGHT ON HARCOURT AVE AND CROSS CANYON DEL REY BLVD TO LAGUNA GRANDE. THERE MAY BE A FEW VEHICLES FOR EVENT SETUP AND DISMANTLE.

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for crowd control and internal security

N/A

NAME OF SECURITY ORGANIZATION (If required)

Please attach security contract.

N/A

SIGNS POSTED N/A

OF PARTICIPANTS 1000

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 Benefiting: LGBT COMMUNITY & HUMAN RIGHTS

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

POLICE?

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

VOLUNTEER CLEAN-UP CREW

PARKING ARRANGEMENTS:

Public Parking Needs

STREET PARKING & ON-SITE PARKING AT LAGUNA GRANDE

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

(✓) P.A. System

(✓) Booths

() Tents

() Other _____

() Generator(s)

() Bleachers

(✓) Banners

(✓) Amplified sound/music

() Cooking fuel

() Barricades

DO YOU INTEND TO SELL FOOD OR BEVERAGE?

If YES, please attach Health Department Food Vendor Certificate.

() YES (✓) NO

DO YOU INTEND TO SELL OTHER MERCHANDISE?

of Vendors _____

() YES (☒) NO

Describe the type of merchandise.

WILL ALCOHOL BE SERVED? () YES (☒) NO

WILL ALCOHOL BE SOLD? () YES (☒) NO

If yes, please attach ABC license.

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

HOW WILL EVENT BE ADVERTISED AND PROMOTED?

VARIOUS LOCAL GROUPS & ORGANIZATIONS, FACEBOOK (SOCIAL MEDIA),
MEDIA (NEWS PAPER, ETC)

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

YES

OTHER PERTINENT INFORMATION OR SPECIAL REQUESTS

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

[Signature]
Permit Holder's Signature

3/29/17
Date

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.

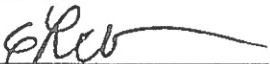
PROVISIONS

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.

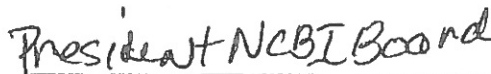
City shall have the privilege of inspecting the premises covered by this permit any and all time. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform and covenant herein contained at the time and in the manner herein provided. City agrees it will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

 3/29/18

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 Affinity Ins Services Agent's Name _____
Business Phone 816-467-8730 Policy Number 42 SBW 6M3675

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.

9/29/17
Date

Cee
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



CERTIFICATE OF LIABILITY INSURANCE

EDM
R022DATE (MM/DD/YYYY)
3/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME	
AFFINITY INS SRVCS, INC ASAE/PHS		PHONE (A/C, No. Ext): (866) 467-8730	
620241 P: (866) 467-8730 F: (888) 443-6112		FAX (A/C, No): (888) 443-6112	
PO BOX 29611		E-MAIL ADDRESS	
CHARLOTTE NC 28229		INSURER(S) AFFORDING COVERAGE	
		INSURER A Sentinel Ins Co LTD	
		NAIC# 11000	
INSURED		INSURER B	
NATIONAL COALITION BUILDING INSTITUTE		INSURER C	
- MONTEREY COUNTY		INSURER D	
PO BOX 388		INSURER E	
PACIFIC GROVE CA 93950		INSURER F	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSR	HTD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	COMMERCIAL GENERAL LIABILITY			42 SBW GM3675	02/03/2017	02/03/2018	EACH OCCURRENCE
	CLAIMS-MADE ☒ OCCUR						\$2,000,000
	X General Liab	X					DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$1,000,000
							MED EXP (Any one person)
							\$10,000
							PERSONAL & ADV INJURY
							\$2,000,000
	GENL AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE
	POLICY ☐ PRO-JECT ☒ LOC						\$4,000,000
	OTHER						PRODUCTS - COMP/OP AGG
							\$4,000,000
							\$
A	AUTOMOBILE LIABILITY			42 SBW GM3675	02/03/2017	02/03/2018	COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						\$2,000,000
	OWNED AUTOS ONLY						BODILY INJURY (Per person)
	X HIRED AUTOS ONLY	X					\$
							BODILY INJURY (Per accident)
						\$	
						PROPERTY DAMAGE (Per accident)	
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						\$
							AGGREGATE
							\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							\$
							E.L. DISEASE - EA EMPLOYEE
							\$
							E.L. DISEASE - POLICY LIMIT
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Event: June 17, 2017 The City of Seaside, its officers, employees, and agents are additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

CITY OF SEASIDE
RECREATION AND COMMUNITY
ACTIVITIES DEPARTMENT
PO BOX 810
SEASIDE, CA 93955

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tac Tailor

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

START



Date: 3/29/17

Dear Event Sponsor:

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

Effective February 6, 2014 a \$90.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Nancy Towne
Recreation Services Manager
City of Seaside
986 Hilby Avenue
Seaside, CA 93955
(831) 899-6800
(831) 899-6274
Email: towne.nancy@ci.seaside.ca.us



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: April 20, 2017

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE HIGH SCHOOL BOYS BASKETBALL**

PURPOSE

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollar (\$3,000) request from Seaside High School Basketball Team for a donation from the Mayor's Youth Fund.

RECOMMENDATION

It is recommended that the City Council approve the request.

BACKGROUND

Seaside High School Basketball Team is requesting a Three Thousand Dollar (\$3,000) donation from the Mayor's Youth Fund to cover the cost for practice jerseys, new uniforms and the entry fees into tournaments. This opportunity will allow student-athletes to complete and work with others while playing the sport of basketball. It also teaches them not to give up when things don't go their way and prepares the boys to become young men and future leaders.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. Seaside High School Boys Basketball received their last donation at the March 17, 2016 City Council meeting.

FISCAL IMPACT

This request would be funded by a donation from the Waste Management's District to the

Mayor's Youth Fund.

ATTACHMENTS

1. Seaside High School Boy's Basketball 2017
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Individuals*

Groups up to 20

Groups 21+

25% of total cost of activity (not to exceed \$1,000.00)
up to \$1,500.00
up to \$3,000.00

DEC 19 2016

*Individual contributions must include an itemized list of all costs associated with the request including total cost of the activity.

In addition, funding will be limited to one contribution per year (every 12 months).

###

Mayor's Youth Fund Contribution Request

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

Name of Organization: Seaside High School Boys Basketball

Name of Individual Submitting Request: Wayne Garnett - Basketball Head Coach

% Residents or Students of Seaside: 100%

#of Participants 35

Ages of Participants: 14 - 18

Mailing Address: 2200 Noche Buena St. Seaside CA 93955

Phone Number: Home _____ Work 831-392-3530
Cell 831-238-3731

E-mail Address: Gnett77@yahoo.com

Description of Event (Attach Additional Information as Necessary)

Seaside High Boys Basketball program. Our program goes from November 1st thru end of February .

We have three levels - Freshmen, Junior Varsity, and Varsity. We play approximately 24 games. And this year our teams will travel to Gonzales, Salinas, Santa Cruz and San Jose representing Seaside High School.

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.

The funds will be used to purchase practice jerseys and new uniforms. The funds will also be used to pay for entry fees into tournaments. The school's ASB pays for one tournament and the other tournaments are paid for by fundraising activities.

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

We are teaching our teams how to compete and work with others while playing the sport of basketball. We teach life lessons on how not to give up when things don't go your way. We're preparing our boys to become young men and future leaders.

*Total Amount Requested: (See Contribution limits) \$3000.00

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kurt Overmeyer, Economic Development Manager

DATE: April 20, 2017

**SUBJECT: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING
WITH THE CALIFORNIA SUNSHINE REGIONAL CENTER TO
ALLOW CITY OF SEASIDE PROPERTIES TO BE CONSIDERED
FOR INVESTMENT VIA THE EB-5 VISA PROGRAM**

PURPOSE

That the City Council consider approval of an Memorandum of Understanding (MOU) with California Sunshine Regional Center (CSRC) Immigration Services Regional Center Pilot Program. The MOU would allow CSRC to market projects for investment, to pool investments and to invest in projects within the City of Seaside via the EB-5 Visa. By entering into this MOU, the City will provide an additional financing mechanism for various development, infrastructure and school projects throughout the City of Seaside, and create the potential for millions of dollars in new investment into current and future development projects.

RECOMMENDATION

It is recommended that City Council authorize the City Manager to execute a Memorandum of Understanding between the City and the California Sunshine Regional Center allowing the Regional Center to invest direct foreign capital into the City of Seaside.

BACKGROUND

The EB-5 Visa program was designed to allow individuals from outside the United States to make direct investments in the United States. The EB-5 Visa program requires that investors invest at least \$1,000,000 in most areas, and \$500,000 in "Targeted Employment Areas." If the investment, after two years, creates at least 10 jobs, then the investor receives a permanent residence visa. This program had limited success because the investment required to create 10 jobs for two years tends to be much higher than the investments required for an EB-5 Visa. As a result, Congress created a pilot program that has been renewed through the end of 2018 that allows the creation of "Regional Centers" that have the power to aggregate investments from

many individuals and apply those investments to large, job creating projects. This is useful because the cost per job tends to go down as investment increases. In Monterey and Santa Cruz County, an approved EB-5 Center exists and has made significant investments in Santa Cruz County, the California Sunshine Regional Center (CSRC).

While other Regional Center's can invest in Monterey and Santa Cruz County, the CSRC is focused on making investments in this region. Most regions in the United States have a Regional Center that is focused on that geography. The CRSC intends to make investments in various development projects including Main Gate, Surplus II, Seaside East, West Broadway and others.

The MOU is a required step for a regionally focused Regional Center to start marketing to investors overseas and adds the projects included to a list of expedited projects with the United States Center for Immigration Services (USCIS). This allows the CSRC to pool investment into existing and future projects quickly, which is vital to the projects seeking investment. Entering into this MOU provides a shorter process to approve direct foreign investment into the various development projects in the City of Seaside.

FISCAL IMPACT

No direct fiscal impact, however, this MOU will allow the California Sunshine Regional Center to make investments in projects within the City of Seaside. Each investment made by CSRC will result in new revenues for the City.

ATTACHMENTS

1. MOU between the City of Seaside and the California Sunshine Regional Center
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SEASIDE
AND
THE CALIFORNIA SUNSHINE REGIONAL CENTER**

This Memorandum of Understanding (herein as “MOU”) is made on _____ between California Sunshine Regional Center LLC(herein as “CSRC”), the City of Seaside (hereafter “City”) .

Article 1: Parties to Agreement

Party 1 – California Sunshine Regional Center, LLC, 275 Main Street, Suite 450, Watsonville.

Party 2 – The City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

The above stated Parties to this MOU agree to the following mutual promises and undertakings and to undertake future cooperation:

Article 2: Purpose and Scope of a Regional Center

The Immigrant Investor Pilot Program (“Pilot Program”) was created by Section 610 of Public Law 102-395 (October 6, 1992) as a way to spur local developments, economic growths, and job creations while allowing foreign investors to obtain legal permanent resident status in the U.S.

The Pilot Program, administered by US Citizenship and Immigration Services (USCIS), directs foreign investment into geographical areas with high unemployment rates in order to stimulate economic growth and revitalize underdeveloped local economies. Regional Centers are specific business entities designated to promote job creations within a defined geographic area. Regional Centers can be public or private entities, comprise entire cities or districts, and have very specific or very broad investment focuses.

CSRC is an approved Regional Center that coordinates foreign investment within the geographic area compass Santa Cruz County and Monterey County in compliance with the Pilot Program and the EB-5 statutory, regulatory and precedent decision framework. CSRC seeks to carry the responsibilities of promoting economic growth through increased export sales, improved regional productivity, job creation, and increased domestic capital investment.

Article 3: Proposed Projects

Main Gate Development Project

The Main Gate Development Project consist of ~60 acres adjacent to Highway 1 and California

State University Monterey Bay (CSUMB). The development is expected to include student housing, multi-family housing, retail, hotel, museum, amphitheater and restaurant spaces. The project will also include a food/beer/wine incubator facility that will assist start up restaurants, wineries and breweries within the region.

KB Homes/Bakewell Development Project

The KB Homes/Bakewell Development Project consists of ~85 acres on the former Fort Ord. The project will include a central business area with restaurants and shops, mixed use housing, single family housing, multi-family housing, business class hotel and recreational amenities.

Seaside Resort Development

The Seaside Resort Development includes single family housing, vacation condominiums and a large resort hotel adjacent to the Bayonet and Black Horse golf courses.

Seaside Senior Living

The Seaside Senior Living development will be an independent living, assisted living and memory care facility for senior citizens. The facility will house roughly 400 beds and is located at the intersection of Monterey and Coe Avenues in Seaside.

Seaside East Development

In late 2018 or early 2019, the Army will transfer the remaining Fort Ord lands in Seaside to the City. This 420 acre site is expected to include housing, visitor serving commercial, neighborhood commercial, business park and a large regional park as part of the final development program.

Concours Auto Mall

This ~30 acre parcel adjacent to Highway 1 and Lightfighter Drive will become a luxury auto mall with up to 10 brands higher end automobiles.

West Broadway Urban Village

The West Broadway Urban Village Plan encourages the construction of mid-rise, mixed use structures with retail spaces on the ground floor and residential above. The plan envisions a large hotel at the intersection of Canyon Del Ray and Del Monte Boulevard. The plan also includes land zoned for single family homes, row houses, and live-work lofts.

Education Facility and international professional exchange

Build out and operate on K-12 public charter school and Private K-12 schools in designated development areas within Seaside, additionally, establish education institutional focus on education technologies, educational assessment, adult trade skill training (such as a nursing school) and online training.

To achieve building a thriving local economy, the City will help and guide the development of the various development sites throughout town. The general understanding of how it is going to be

accomplished is through job development, business retention, economic diversification, and etc.

Aligned with that mission, CSRC has the necessary resources to help increase domestic capital investments by pooling together substantial investment funds from foreign investors. Equity funding from those third-party investors will be used to engage in real estate developments and constructions. On a need basis, constructions may include development of infrastructures, and commercial and residential real estate/housing projects.

Furthermore, in compliance with the Pilot Program, CSRC will assume the responsibility of creating sustainable job opportunities and expansions in the City. With similar goals, it will be ideal for the City have CSRC help with raising the necessary funds to support upcoming citywide projects. Based on the nature of the project, a long-term joint venture relationship between the City and CSRC is expected.

Article 4: Roles and Responsibilities

CSRC:

- Santa Cruz County and Monterey County are both listed as CSRC's defined geographic areas on its application with the USCIS.
- City projects described above shall be listed as the specific project (but not limited) on CSRC's projects' list.
- CSRC shall promote the projects listed and recruit oversea investors and each qualifying investor shall invest at least \$500,000. Upon USCIS's approval of CSRC's I-924A application, recruited investors will assume passive roles during the entire the investment process.
- Total amount of investment and the number of necessary direct and indirect job creations will depend upon the result of a detailed economic analysis of the City or other party as directed by the City.

City:

- City agrees to have CSRC take part or be involved in all of projects outlined above and other projects as agreed to by CSRC and the City.
- City will assist CSRC in obtaining information regarding said projects, including, but not limited to, business plan, site plan, phasing costs, associated economic analysis, job creation data analysis, and construction plan as is possible with consideration for the various projects proprietary information.
- City shall also provide City's General Introduction and Support Letter stating City's willingness to have CSRC as a Regional Center for investment purposes.

Article 5: Proposed Timeline

The proposed timeline for projects will be determined on a case-by-case basis. As projects are ready to commence, CSRC, The City and the project proponent will determine what investment

is needed and the timeframe for delivering employment in accordance to the USCIS guidelines.

Article 7: Confidentiality

The parties are in the process of negotiating a Joint Venture Agreement, whose purpose is to help boost the economic success of the City and ensure compliance with the USCIS' Pilot Program.

Pending the possible signing of a Joint Venture Agreement, all parties agree to hold in strict confidence, subject to the requirements of the California Public records Act and the Federal Freedom of Information Act, to the extent applicable all confidential commercial and trade information exchanged and further, neither party shall act upon such information exchanged to the detriment of the other party, such obligation constituting a separate distinct right not dependent on the enforceability of this MOU. The Joint Venture Agreement Shall be signed by CSRC and the City, failing which all parties are free to pursue other alternatives as they deem proper without any responsibility to the other.

It is understood and agreed that this MOU may contemplate the parties engaging in activities and/or assuming obligations that may require the further approval of the City and CSRC. As a result, this MOU shall be construed as authorizing only those activities and obligations as can be committed by the officials of the parties who are signing this MOU. With respect to activities or obligations requiring further approvals of the CITY, or CSRC, this MOU shall be construed as stating only the parties' respective intentions to collaborate and cooperate to pursue the goals stated above.

The City of Seaside

California Sunshine Regional Center, LLC

By: Craig Malin, City Manager

By: Lisa Li, General Manager

ATTEST:

BY _____ City Clerk

Approved as to Form _____ Agency Counsel