



A G E N D A

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, August 3, 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	Council Member
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**

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 JUNE 20, 2017 REGULAR MEETING AND JUNE 27, 2017 ADJOURNED REGULAR MEETING.

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

B. APPROVE AND FILE CITY CHECKS

PURPOSE: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of July 8, 2017 through July 21, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of July 20, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$3,655,098.52.

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

C. APPROVE CO-SPONSORSHIP FOR THE USE OF CUTINO PARK FOR YOUTH 3 ON 3 BASKETBALL TOURNAMENT

PURPOSE: The purpose of this item is to consider the City of Seaside's Youth Resource Center's request for co-sponsorship for the use of Cutino Park for a 3 on 3 Basketball tournament.

RECOMMENDATION: Staff recommends that the City provide co-sponsorship of the 3 on 3 Basketball tournament.

D. APPROVE A FEE WAIVER REQUEST FROM DELTA SIGMA THETA SORORITY FOR THE USE OF LAGUNA GRANDE HALL COMBO (KITCHEN AND DANCE STUDIO) AND SEASIDE ROOM FOR A LAW ENFORCEMENT WORKSHOP

PURPOSE: The purpose of this item is to consider the request for a fee waiver by Delta Sigma Theta Sorority in the amount of \$423.75 (Four hundred twenty three dollars and seventy five cents). These fees include room rentals fees for the Law Enforcement Workshop with law officials, middle and high school boys and girls on October 21, 2017.

RECOMMENDATION:

City Council direction is requested. Staff recommends the following:

1. City to waive all room rental fees totaling \$423.75 for this event.
2. Organization to provide the City with the non-refundable portion of the maintenance deposit: \$147.81.
3. Organization to provide insurance coverage for this event.

E. EXECUTE CONTRACT WITH TORTI GALLAS + PARTNERS TO DEVELOP THE CAMPUS TOWN SPECIFIC PLAN AND ASSOCIATED CEQA REVIEW

PURPOSE: To approve a resolution authorizing the City Manager to execute a contract to hire the consultant to develop a specific plan and require CEQA documents required to entitle the properties commonly known as Twenty Six Acres and Surplus II in the Former Fort Ord.

RECOMMENDATION: That the City Council approve a resolution authorizing the City Manager to execute the Contract for services with Torti Gallos + Partners for a total cost not to exceed \$599,076 to be reimbursed to the City by the reimbursement agreement contained in the purchase and sale agreement.

F. A RESOLUTION APPROVING PARTICIPATION IN THE INSTITUTE FOR LOCAL GOVERNMENT'S RECOGNITION PROGRAM, THE BEACON PROGRAM.

PURPOSE: To approve a resolution approving participation in the Institute for Local Government's Beacon Program.

RECOMMENDATION: Adopt the attached Resolution approving participation.

G. APPROVE DESIGNATION OF VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE SEPTEMBER 13-15, 2017

PURPOSE: That the City Council Approve the appointment of Mayor Pro Tem Alexander as the voting delegate and Council Member Campbell as the alternate voting delegate representing the City of Seaside at the League of California Cities Annual Conference.

RECOMMENDATION: That the City Council approve the appointments.

H. RESOLUTION APPROVING A LEASE/PURCHASE FINANCING PROPOSAL FROM PNC EQUIPMENT FINANCE TO LEASE/PURCHASE FIVE VEHICLES, AS APPROVED IN THE 2017-2018 ADOPTED BUDGET, AND AUTHORIZING THE CITY MANAGER TO SIGN THE PROPOSAL

PURPOSE: That the City Council adopt a resolution approving a lease/purchase financing proposal from PNC Equipment Finance to lease/purchase five vehicles, as approved in the 2017-2018 Adopted Budget, and authoriz the City Manager to sign the proposal.

RECOMMENDATION: It is recommended that the City Council adopt a resolution approving a lease/purchase financing proposal from PNC Equipment Finance to lease/purchase five vehicles, as approved in the 2017-2018 Adopted Budget, and authorize the City Manager to sign the proposal.

9. BUSINESS ITEMS

A. RECEIVE REPORT AND PROVIDE DIRECTION REGARDING THE CAPITAL IMPROVEMENT PROGRAM FOR MEASURE X PROJECTS FUNDED BY THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY

PURPOSE: The purpose of this item is to have the City Council consider the proposed Capital Improvement Program (CIP) for Measure X Projects funded by the Transportation Agency for Monterey County (TAMC)

RECOMMENDATION: It is recommended that the City Council receive the report, discuss and provide direction regarding the Capital Improvements Program for the Measure X Projects funded by the Transportation Agency of Monterey County.

B. ADOPT A RESOLUTION APPROVING THE CREDIT GUARANTY AGREEMENT FOR THE START-UP FUNDING FOR THE COMMUNITY CHOICE ENERGY PROGRAM WITH THE MONTEREY BAY COMMUNITY POWER AUTHORITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

PURPOSE: The purpose of this item is to provide the City Council the opportunity to consider a resolution approving the Credit Guaranty Agreement for the start-up funding for the Community Choice Energy Program with the Monterey Bay Community Power Authority and authorizing the City Manager to execute the Agreement.

RECOMMENDATION: It is recommended that the City Council adopt the attached resolution approving the Credit Guaranty Agreement for the start-up funding for the Community Choice Energy Program with the Monterey Bay Community Power Authority and authorizing the City Manager to execute the Agreement.

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

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

11. ADJOURNMENT

Next Regularly Scheduled Meeting:
August 17, 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.



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, July 20, 2017
7:00 PM

1. **CALL TO ORDER:**

The meeting was called to order at 7:26 PM.

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

PRESENT: Alexander, Campbell, Jones, Pacheco, Rubio

ABSENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Led by Captain Swain of the Salvation Army

4. **REVIEW OF AGENDA**

No changes were requested.

5. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

- Sandra Weaver urged Council to support and attend the Supervisor's meeting on July 25, 2017 to support the Seaside Library. A recent survey requested the Seaside Library be open seven hours less per week.
- Ian Oglesby, spoke in favor of Ms. Weaver's request and requested the Mayor to write a letter in support of the Seaside Library.
- Kenneth Murray, spoke on behalf of Mr. Gary Jones, a resident and Veteran of Seaside. Mr. Jones received a citation on work being performed that violated City ordinances on March 2017. It resulted in a \$200 fine by the owner of the house who, at the same time, terminated his lease.
- Karen spoke to attending the last meeting spoke to a public comment that she found to be highly offensive at the July 6, 2017 meeting. She explained the comment made regarding 4th of July fireworks and quoted the man who spoke, "I thought they were bullet shots and thought, wow, he finally got her" which she found to be highly offensive as a women, and as someone who is a non-violence activist.

6. **PUBLIC AGENCY COMMUNICATIONS**

None

7. **PRESENTATIONS**

A. **PROCLAIM JULY 2017 AS PARKS AND RECREATION MONTH IN THE CITY OF SEASIDE**

The City Council presented the proclamation to Recreation Supervisor Meewis declaring July Parks and Recreation month in the City of Seaside.

8. **CONSENT CALENDAR**

Items E, F, H, I were pulled for discussion.

On motion by Council Member Campbell and seconded by Mayor Pro Tem Alexander and passed by the following vote the Consent Calendar was approved with the exceptions of E, F, H and I.

RESULT: Approved

MOVER: Campbell

SECONDER: Alexander

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones

NOES: None

ABSENT: None

A. **APPROVE MINUTES OF JULY 6, 2017**

Action: Approved

B. **APPROVE AND FILE CITY CHECKS**

Action: Approved

C. **MAINTENANCE SERVICES AGREEMENT WITH HOPE SERVICES.**

Action: Approved

D. **APPROVE A FEE WAIVER REQUEST FROM NARCOTICS ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR A WOMEN'S BRUNCH**

Action: Approved

E. **APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM BETHEL BAPTIST CHURCH**

Action: Approved

Council Members Campbell and Jones spoke against item E, not in favor.

Mayor Rubio invited public comments.

- Ian Oglesby, Kenneth Murray, Sue Hawthorne spoke in favor of approval.

Council Member Alexander and Mayor Rubio spoke in favor of approval.

On motion by Council Member Pacheco, seconded by Mayor Pro Tem Alexander and passed by a 4-0-1 Vote the City Council approve the item with Jones abstaining.

F. **APPROVAL OF A RESOLUTION ADOPTING MEMORANDA OF UNDERSTANDING WITH THE SEASIDE POLICE OFFICERS' ASSOCIATION AND THE SEASIDE FIREFIGHTERS' ASSOCIATION**

Action: Approved

Mayor Rubio invited comments from the public.

- Felix Bachofner stated Council has habit of paying attention at small numbers but not on impacted budgetary items such as the MOU'S; He found inconsistencies in the Staff Report in terms of not being able to attract good candidates for positions, yet there is a lot of hiring occurring. He recommended denying the item.

On motion by Mayor Pro Tem Alexander, seconded by Council Member Pacheco and passed unanimously, the City Council approve the item as presented.

G. CONSIDER RESOLUTION APPROVING THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) AGREEMENT FOR THE ALLOCATION OF FUNDING FOR THE PERIOD OF MARCH 2017 THROUGH MARCH 2020 AS APPROVED BY THE TAMC BOARD OF DIRECTORS

Action: Approved

H. APPROVE RESOLUTION ADOPTING THE UPDATED BOARDS, COMMISSIONS AND COMMITTEES HANDBOOK

Action: Approved

Council Member Jones requested that it be clarified in the hand book that every reasonable effort be made to interview all new applicants. The Council concurred. There were no public comments on the item.

On motion by Council Member Jones, seconded by Council Member Campbell and passed unanimously the City Council approve the item as amended.

I. CONSIDER RESOLUTION TO MODIFY THE CITY OF SEASIDE EXPENSE AND USE OF PUBLIC RESOURCES POLICY

Action: Approved

Mayor Rubio invited comments from the public.

- Felix Bachofner congratulated the Council that they were updating this policy.
-

On motion by Mayor Pro Tem Alexander, seconded by Council Member Pacheco and passed unanimously, the City Council approve the item as presented.

J. RESOLUTION APPROVING CORRECTED APPROPRIATIONS LIMIT CALCULATIONS FOR THE 2015-2016, 2016-2017 AND THE 2017-2018 FISCAL YEARS

Action: Approved

K. RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE BOARD OF EQUALIZATION TO ALLOW CERTAIN EMPLOYEES AND CONSULTANTS ACCESS TO THE CITY'S NEW TRANSACTION TAX CONFIDENTIAL INFORMATION

Action: Approved

9. PUBLIC HEARING

A. APPROVE SECOND READING OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2.44, PERSONNEL REGULATIONS, TO THE CODIFY THE CITY'S ESTABLISHED PERSONNEL SYSTEM AND CURRENT PRACTICES AND UPDATING CHAPTERS 3 REVENUE AND FINANCE AND CHAPTER 5 BUSINESS LICENSE AND REGULATIONS CORRECTING ERRORS, OMISSIONS AND LEGAL CONFLICTS IDENTIFIED DURING MUNICIPAL CODE CODIFICATION AND UPDATING INCONSISTENCIES WITH CURRENT LEGISLATION OR ORGANIZATIONAL BEST PRACTICES

This was the second reading of the draft ordinance. Council Member Campbell requested an administrative correction to the draft ordinance.

On Motion by Council Member Campbell, seconded by Council Member Pacheco and passed unanimously by roll call vote, the City Council approved ordinance 1042 as amended.

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

10. **BUSINESS ITEMS**

A. **CONSIDER A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT WITH VERDE DESIGN INC. FOR AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTEEN THOUSAND SIX HUNDRED SEVENTY FOUR DOLLARS (\$217,674) TO DESIGN ADA IMPROVEMENTS AND PROVIDE PRELIMINARY DESIGN DOCUMENTS FOR CUTINO PARK**

City Engineer Rick Riedl explained the project scope and spoke to the details of the project including all of the proposed improvements to Cutino park and the Contract details including the fact that this is only for preliminary design documents and this will not result in full design of the park. He informed the Council that as part of the contract, the Vendor will conduct stake holder meetings with the public to ensure the design meets the needs and desires of Seaside residents. If approved, the consultant will report back to the Council by February 2018. After which, staff would then prepare construction documents, solicit requests for bids, and select a contractor to begin construction. The City Council asked questions of Mr. Riedl and Council Member Pacheco and Mayor Rubio expressed concern that the project timeline is too long.

Mayor Rubio invited Public Comments

- Ian Oglesby asked the City Manager to negotiate a truncated time of completion.
- Reverend Lusk stated the Lyons Club wants to be involved in planning.
- Felix Bachofner stated the consultant should have their public meeting at the Boys and Girls club.

On motion by Mayor Pro Tem Alexander, seconded by Council Member Pacheco and passed unanimously, the City Council approve the item as presented.

RESULT:	Motion to approve
MOVER:	Pacheco
SECONDER:	Alexander
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	None

B. **CONSIDER ACCEPTANCE OF THE NATIONAL RECREATION AND PARK ASSOCIATION (NRPA) AND AMERICAN WATER CHARITABLE FOUNDATION'S**

BUILDING BETTER COMMUNITIES GRANT FOR DEVELOPMENT OF ROBERT'S LAKE ECO RECREATION STATION

Gloria Stearns, Economic Development Manager made the presentation detailing the City's receipt of a grant for developing a Robert's Lake Eco-Recreation Station with the Building Better Communities Grant. She informed the Council that this was a great partnership with the co-applicant Sustainable Seaside. Ms. Stearns explained the purpose of the project, the application scope and the proposed improvements to the lake side area including a nature based play area, a constructed pergola to serve as an outdoor classroom, improve trails for bikes and pedestrians, improvement of landscaping and great signage. The project is anticipated to be completed by July 30, 2018.

Mayor Rubio invited comments from the public.

- Reverend Lusk praised and thanked Ms. Stearns for her efforts.
- A Citizen asked to do something about the bird droppings on the ground
- Paul Wolf spoke in favor of the project
- Ian Oglesby spoke in favor and asked Council to help fund additional aspects to enhance the project suggesting the community donating benches.

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

RESULT:	Motion to approve
MOVER:	Alexander
SECONDER:	Pacheco
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None
ABSENT:	None

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

Council Member Pacheco requested information on street and road construction and conditions on Fremont and rough roads be posted on social media to let the community know. Council Member Jones requested to have a study session on August 3 to discuss adding three potential new advisory bodies; Environmental Commission, Homeless Commission and Affordable Housing Commission. Council Member Campbell invited the public to a Joint Town Hall meeting with Council Member Pacheco on August 15th at 6:30 PM regarding Fireworks at the Oldemeyer Center. He also requested study session on Water in particular the Seaside Basin, the Seaside Municipal System, and the Monterey Peninsula Regional Water Authority discussing all of them in detail and with solutions. Mayor Rubio reported on all the meetings he attended representing Seaside and reported that after meeting with Supervisors Adams and Parker he was appointed as chair for the County Homeless Coalition.

12. ADJOURNMENT

On motion, the meeting was adjourned at 9:29 PM

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

ADJOURNED MEETING FROM
JUNE 15, 2017 REGULAR MEETING
COUNCIL CHAMBER
Tuesday, June 27, 2017
5:30 PM

1. **CALL TO ORDER**

Mayor Pro Tem Alexander called the meeting to order at 6:30 PM.

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

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

3. **PUBLIC COMMENT**

There were no requests to speak.

4. **PUBLIC HEARING**

A. **CONTINUE A PUBLIC HEARING AND CONSIDER ADOPTION OF A RESOLUTION APPROVING THE 2017-2018 GENERAL AND OTHER FUNDS OPERATING BUDGET, CAPITAL OUTLAY BUDGET, CAPITAL IMPROVEMENT BUDGET, POSITION CONTROL LIST AND SALARY SCHEDULE, THE APPROPRIATIONS LIMIT, THE CAPITAL IMPROVEMENT PLAN, AND SET THE RESERVE AMOUNTS AND AUTHORIZE STAFF TO TAKE ACTIONS AS NECESSARY FOR BUDGET IMPLEMENTATION**

City manager Malin reintroduced the item which was continued from the June 15, 2017 regular meeting. Deputy City Manager Administrative Services Hodgson presented on the requested modifications requested at the previous meeting and noted the presented documents include the revisions. She did speak to staff changes which resulted in additional available funds and reported that the revised General Fund budget has an operating surplus of \$82,080. She spoke to the general fund reserves that has increased to a total of \$6,380,000. Ms. Hodgson and Mr. Malin answered questions from the Council.

Council Member Pacheco expressed concern that there is not enough public works crews to maintain the parks even moderately close to what they were in 2007 and requested extra funds to not go to recreation programs but to parks maintenance. City Manager Malin reminded the Council that the direction given on June 15th was to provide more youth and senior programming, and did clarify that there has been additional capital programming for parks than in the collective staff memory. He indicated Council could add more staff now or at mid-year budget review when there is a better understanding of when the new sales tax revenues will be. The Council discussed the conditions of the parks, the maintenance schedule and the staffing capacity.

Concern was expressed also about the lobbyist contract and requested that an evaluation be done and discussed in December. Council Member Campbell expressed issues with the Monterey Peninsula Regional Water Authority (MPRWA) allocation and requested to discuss specific benefits for the City of Seaside in the near future. MPRWA Executive Director Jim Cullem answered questions regarding the purpose and service of the Authority to the City of Seaside. He spoke to the 2021 water deadline which will cause massive rationing. He explained Mayor Rubio has been elected as Vice President of the board therefore Seaside has a strong voice. The Board was coordinated to acquire a water supply project and the Authority has been a huge advocating voice on a state level with the Coastal Commission, State Water Utilities Control Board and the California

Public Utilities Commission. The Authority allows our region to speak as a unified voice and force, protecting our residents and the voice is much stronger together. He spoke to the successes of the Authority since inception. Mr. Cullem answered questions from the Council. Mayor Pro Tem Alexander indicated that the discussion would be better suited for a time when the Mayor is present.

Having no further questions for staff, Mayor Pro Tem Alexander invited public comments on the item.

- Felix Bachofner thanked the Council for adopting the fee waivers for Broadway businesses as an incentive to develop and that going forward they should consider different region during different year. He also suggested to sequester the funds that are not expended, into the reserve account on a monthly basis to have funds available when the new personnel are actually hired.

Council Member Campbell believes there is more value with improving parks for kids at this point than recreation programming and requested either putting the additional \$120,000 money into reserves for hiring staff or better uses for those funds for park improvements in the future, like paying for the planned Cutino Park improvements. Council Member Pacheco requested a friendly amendment, requesting to instead add a parks maintenance worker instead of putting the funds into reserves and the remainder for Recreation services.

Council Member Jones had no comment. City Manager Malin clarified that the proposed Recreation enhancements would be reduced by the amount of an additional Public Works Maintenance employee, with the remaining funds to be placed into the recreation budget for programming, to which Council Members Campbell and Pacheco agreed.

On motion by Council Member Dave Pacheco and seconded by Council Member Jason Campbell and passed by the following vote the City Council Approved the proposed budget for the Fiscal Year 2017-18 with the added direction to fund an additional Public Works Maintenance Worker with the residual to go to Recreation Programs.

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

5. BUSINESS ITEMS

A. CONSIDER A RESOLUTION APPROVING THE PURCHASE OF BODY WORN CAMERAS, THE REPLACEMENT OF CONDUCTIVE ELECTRICAL WEAPONS AND IMPLEMENT EVIDENCE.COM CLOUD DATA STORAGE FOR THE SEASIDE POLICE DEPARTMENT, USING A SOLE SOURCE VENDOR AGREEMENT WITH AXON (FKA TASER), FOR A TOTAL FIVE YEAR COST OF \$315,000 AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT.

Police Chief Jackson opened the presentation by indicating it is a complicated piece of technology that the industry is now demanding and that this item is a strategic plan priority for implementation at the Seaside Police Department. He introduced Commander Nick Borges who researched the technology and service and identified a solution specifically for our City operations. Commander Borges spoke to the relevance to the law enforcement profession of the police body camera technology and spoke to the current technology used, the dash cam system, one of the first developments of recording activities in the industry. The value of recording situations and incidences has become increasingly valuable and it's known that police need cameras that go with them where ever they go and not just on the dash of the car.

They promote accountability and transparency in a variety of ways. He detailed the key considerations for

purchasing the cameras including simplicity, wear-ability, battery life, training and integration. He acknowledged there is an issue of workload and privacy. On average, SPD will produce an average of 20 hours of video per day, or 7,280 hours per year. The estimated annual cost of staff to manage the technology is projected at \$90,000. He explained that existing staff does not have the capability to manage the technology, therefore there is a need for contracting for these services to comply with policies, case responses and public records act requests. As presented the fiscal impact of the action to purchase 40 body worn cameras, technology services and training would be a total cost of \$318K spread out over a five year period. Commander Borges answer questions from the Council.

The Council questioned functionality of the cameras and expressed concern regarding pre buffering, stability on the uniform, issues with continuous recordings, recalling of data, data mining, machine profiling, and the pros and cons of keeping the data in house or contracting for a service to manage the data for us. On question Chief Jackson indicated there is no pressing time period to implement this and staff is still working on adjusting policies so the implementation is comprehensive.

Mayor Pro Tem Alexander questioned Police Officer support for this type of technology and if they will embrace it or would be fearful to proactively perform. Commander Borges indicated that in the past, it would have been an issue, but today, there is a strong internal push for these as it makes the officer's actions more defensible.

Chief Jackson spoke to the priority of efficiency of data management. The cost and functionality is all in how you set up the program. They looked at what would be the most efficient, most comprehensive, most compliant with the policies and procedures and compatibility with the District Attorney as well as the cost effective.

Mayor Pro Tem Alexander invited comments from the public.

- Ian Oglesby the public is in support of the body cameras, to protect both sides. He spoke in support of the recommendation from staff and is trying to understand why they disagree with the it saves 68% when it's bundled, it links with the DA's department. It's being presented as a solution. This is to protect our law enforcement officers. As someone state certified to teach use of force, he is in full support.
- Felix Bachofner spoke in agreement of Mr. Oglesby and thanked the council for the questions. He did agree that privacy and storage questions are important and the City has the opportunity to create a holistic system down to data storage and how it is retrieved.

Mayor Pro Tem Alexander spoke in support of the body cameras as they protect officers and members of the public, are possible objects of evidence and the technical aspects. Council Member Campbell asked to look at the contract more closely or to talk to a company vendor as he is not confident there is no data mining. He questioned how we do our data storage now and how it might change possibly bring all video feeds together and could cause issues with PRAs. He asked if the cameras be compatible with other programs if we do not maintain service with evidence.com and proposed a study session to talk about the above concerns. The Council discussed the process for selecting evidence.com and explained why they would have been a sole source vendor.

The Council acknowledged that there are still some outstanding questions and because there is no time line for approval, requested to hear this at a later date. The City Manager agreed to bring this back during a Regular meeting in August, 2017.

6. ADJOURNMENT

On motion, the meeting was adjourned at 7:22 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: August 3, 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 July 8, 2017 through July 21, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of July 20, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$3,655,098.52.

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:

\$901,032.41 for payroll and benefits;
\$1,478,027.00 to California JPIA for annual contribution 2017/18.
\$15,716.95 to Community First Nat'l Bank for 21 sets of turnout gear (Fire).

\$17,464.00 to Community Human Services for CDBG request #2 FY 16/17.
\$28,018.01 to Fort Ord Reuse Authority for FY 2017/18 member dues.
\$60,326.25 to MNS Engineers for WBUV improvements Apr/May 2017.
\$15,836.04 to Monterey Co. Conv/Visitor's Bureau for May 2017 TID remit.
\$149,366.13 to Monterey Peninsula Engineering for payment #1 for WBUV work through 6/20/17.
\$34,438.41 to TracNet for annual maintenance renewal (PD).
\$11,386.00 to Transportation Agency for Monterey Co. for congestion mgmt and traffic monitoring FY 2017/18.
\$676,755.20 to Wells Fargo Bank for pension obligation bonds 2007 Series A.
\$30,674.00 to Monterey Co. Behavioral Health for SYRC - CalGrip Jan-Jun 2017.

The remaining checks, totaling \$236,058.12 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

1. <http://www.ci.seaside.ca.us/194/Check-Draft-Register>
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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: Nancy Towne, Recreation Services Director
Dan Meewis, Recreation Supervisor

DATE: August 3, 2017

**SUBJECT: APPROVE CO-SPONSORSHIP FOR THE USE OF CUTINO
PARK FOR YOUTH 3 ON 3 BASKETBALL TOURNAMENT**

PURPOSE

The purpose of this item is to consider the City of Seaside's Youth Resource Center's request for co-sponsorship for the use of Cutino Park for a 3 on 3 Basketball tournament.

RECOMMENDATION

Staff recommends that the City provide co-sponsorship of the 3 on 3 Basketball tournament.

BACKGROUND

The City of Seaside's Youth Resource Center is requesting to co-sponsor a three on three basketball tournament at Cutino Park in August 2017 with the Blade Runners; a group of individuals interested in the sport of three on three basketball. A Special Event application was submitted and reviewed by the staff of the Youth Resource Center and the Special Event Committee. The Youth Resource Center felt that a co-sponsorship of the event would offer a positive opportunity for young people ages 16 to 25 and felt that by combining the YRC resources with the Blade Runners the quality of the event would be greatly enhanced.

Staff recommends that the City co-sponsor this event and waive fees for the use of Cutino Park and pay for special event liability insurance coverage in the amount of approximately \$300.00 which has been budgeted for in the 2017-18 FY budget.

FISCAL IMPACT

There is no fiscal impact on this item except approximately \$300.00 for Special Event Insurance which was budgeted for in the 2017-18 FY budget.

ATTACHMENTS

1. Special Event Application
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

SPECIAL EVENT APPLICATION

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

ORGANIZATION NAME BLADE Runner-
MAILING ADDRESS P.O. Box 103 Seaside CA 93955
CONTACT NAME Tim Dunn SR PHONE# _____
PHONE# _____

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: _____

EVENT NAME: 3 on 3 Basketball

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

Setup	Date <u>8-12-17</u>	Time <u>10a - 3:30pm</u>
Event Starts	Date <u>8-12-17</u>	Time <u>10am</u>
Event Ends	Date <u>8-12-17</u>	Time <u>3:30pm</u>
Dismantle	Date _____	Time _____

SITE LOCATION Cutino PARK

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.

This will be a 3on3 Basketball Tournament for youth in the Seaside community. we need restrooms and power.

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for crowd control and internal security

in way out

NAME OF SECURITY ORGANIZATION (If required)

Please attach security contract.

None.

SIGNS POSTED NONE.

OF PARTICIPANTS 15 Team 4

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? NONE

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

☐ OTHER

Federal ID# _____

Event Benefiting: _____

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

Power & Restrooms

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

Just TRASH CANS in Place.

PARKING ARRANGEMENTS:

Public Parking Needs

young crowd mostly walking

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

plug in DJ equipment

☒ P.A. System

☐ Generator(s)

☒ Amplified sound/music

☐ Booths

☐ Bleachers

☒ Cooking fuel

☐ Tents

☐ Banners

☐ Barricades

☐ Other _____

DO YOU INTEND TO SELL FOOD OR BEVERAGE?

☐ YES ☒ NO

If YES, please attach Health Department Food Vendor Certificate.

DO YOU INTEND TO SELL OTHER MERCHANDISE?

☐ YES ☒ NO

of Vendors _____

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?

Flyers And public posting

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

NO

OTHER PERTINENT INFORMATION OR SPECIAL REQUESTS

Basket Ball net hung up -

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.

Timothy R Dunn ^{SR.} 7-14-17
Permit Holder's Signature Date

APPLICATION MUST INCLUDE:

Non-refundable Application Fee of \$ _____ n/a _____.

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 and Community Activities Department
Attn: N. Towne
P.O. Box 810
Seaside, CA 93955
(831) 899-6801 (P)**

(831) 899-6253 fax
email: ntowne@ci.seaside.ca.us

**Specific Event
Conditions of Approval**

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

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

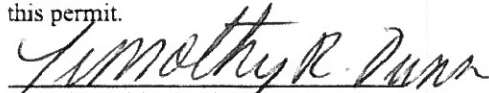
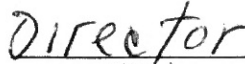
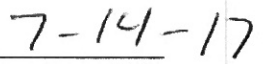
PROVISIONS

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

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

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

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

		
Permit Holder's Signature	Title	Date

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, P.O. box 810, Seaside, CA 93955.

Name of insurance agent n/a none Agent's Name _____
Business Phone _____ Policy Number _____

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless CITY, its officers, and employees against any and all liability, claims, judgments, 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.

7-14-17
Date

Timothy R Dunn SR.
Signature of Permit Holder

.....
Administrative Use Only

Sign Off

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

Department Comments

Special Event application form
Revised February 18, 2014



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

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

DATE: August 3, 2017

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM DELTA SIGMA
THETA SORORITY FOR THE USE OF LAGUNA GRANDE HALL
COMBO (KITCHEN AND DANCE STUDIO) AND SEASIDE
ROOM FOR A LAW ENFORCEMENT WORKSHOP**

PURPOSE

The purpose of this item is to consider the request for a fee waiver by Delta Sigma Theta Sorority in the amount of \$423.75 (Four hundred twenty three dollars and seventy five cents). These fees include room rentals fees for the Law Enforcement Workshop with law officials, middle and high school boys and girls on October 21, 2017.

RECOMMENDATION

City Council direction is requested. Staff recommends the following:

1. City to waive all room rental fees totaling \$423.75 for this event.
2. Organization to provide the City with the non-refundable portion of the maintenance deposit: \$147.81.
3. Organization to provide insurance coverage for this event.

BACKGROUND

The Monterey Peninsula Alumnae Chapter for Delta Sigma Theta Sorority, Inc. is requesting a fee waiver for the use of the Oldemeyer Center Laguna Grande Hall, Kitchen, Dance Studio and Seaside Room for a Law Enforcement Workshop with law officials, middle and high school boys and girls on October 21, 2017. This will be an informative and educational experience to middle and high school boys and girls.

The last fee wavier submitted to the City Council for Delta Sigma Theta Sorority was approved on September 15, 2016 for their Ms. Jabberwork event and Health Conference. This is the first time that Delta Sigma Theta Sorority is requesting a fee wavier for their Law Enforcement Workshop.

FISCAL IMPACT

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

Room Rental Costs: Laguna Grande Hall	4 Hours @ \$98.50	\$394.00
Seaside Room	4 Hour Block	\$29.75
Non-Refundable Deposit		<u>\$147.81</u>
TOTAL		\$571.56

Should the City Council approve staff recommendation to waive all rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$423.75.

ATTACHMENTS

1. Delta Sigma Theta Sorority Fee Waiver and Permit
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



DELTA SIGMA THETA SORORITY, INC.
Monterey Peninsula Alumnae Chapter
P. O. Box 1154
Seaside, CA 93955

1913

President	Lori Medina
Vice President	Lucille Standifer
Treasurer	Chasette Harper
Secretary	Shanieka Jones
Financial Secretary	Alfreda Dagin-Cross
Nominating Committee	Myrtle Duffel
Internal Audit Chair	Bettye Lusk

2017-2018 SATURDAY Date needed at the Oldemeyer Center

SPECIAL PROJECT

Requesting Co-Sponsorship and Fee Wavier

2017

1.October 21, 2017 9:00 am – 1:00 pm

Law Enforcement Workshop

Requesting Co-Sponsorship and FEE Waiver



City of Seaside

FEE WAIVER REQUEST

Name of Applicant Lucille V. Standifer Organization Monterey Peninsula Alumnae Chapter Delta Sigma Theta Sorority, Inc.
Address P.O. Box 1154 Seaside CA 93955
(831) _____ Street (831) _____ City _____ State _____ Zip _____
Home Phone 394-8480 Cell Phone 809-6062 Email Address lv5747@pacbell.net

Room(s) Requested Grande Laguna Hall, Kitchen, Dance Studio, Seaside Room

Day(s) and Date(s) Requested Saturday, October 21, 2017

Hours Requested (include set-up time) 9:00 am - 1:00 pm Estimated Attendance 40

Description of Event Law Enforcement Workshop with Law officials, middle & high school boys and girls

Special Instructions or Equipment to Be Brought In Projector - will need to use Center's microphones with speakers

Reason for Requesting Fee Waiver

We are a non-profit organization and we are not able to cover all of the cost of the event.

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

If so, what was the date of your event? March 4, 2017, April 29, 2017

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 80%

What is your organization's tax identification number? 94-245-1757

Is organization able to provide liability insurance? yes

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

Applicant Signature Lucille V. Standifer Date 7-19-2017

FOR OFFICE USE ONLY

Approved: _____
Denied: _____
Appealed: _____

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



PERMIT TO USE LAGUNA GRANDE HALL

City of Seaside Recreation Services
986 Hilby Avenue, Seaside, CA 93955
(831) 899-6800 Fax (831) 899-6274

Name of Applicant Lucille V. Standifer Organization Monterey Peninsula Alumnae Chapter
Address P.O. Box 1154 Seaside CA 93955
(831) 394-8480 (831) 809-6062 Email Address lv5747@pacbell.net

Day(s) and Date(s) Requested Saturday, October 21, 2017

Hours Requested (include set-up time) 9:00 am - 1:00 pm Estimated Attendance 40

Description of Event Law Enforcement Workshop with Middle + High School

Special Instructions or equipment requested Use of microphone with speakers
We'll use the Chapter's Projector

Requested Use of ☒ Podium ☐ Coffee Pot ☒ Microphone ☒ US & California Flag

***Projectors and other electronic equipment including extension cords are not available for use**

	YES	NO		YES	NO
Is event open to the public?	☒	☐	Will refreshments be served?	☒	☐
Will admission be charged?	☐	☒	Will refreshments sold?	☐	☒
Are you a non-profit organization?	☒	☐	Will you be using the kitchen?	☒	☐
Will there be music?	☐	☒	Will alcohol be served?*	☐	☒
Live music or DJ? <u>Boom Box</u>			Will alcohol be sold?*	☐	☒

*** Alcohol is prohibited at youth oriented events.**

Name, of DJ or band: _____

DJ or band phone number and address: _____
Work Phone _____ Cell Phone _____

Street _____ City _____ State _____ Zip _____

Applicant will provide the following items 30 days prior to the event:

- ☒ Full payment of all applicable fees ☐ Copy of event security contract by licensed company (if applicable)
☒ Proof of liability insurance ☐ Copy of ABC license (if applicable)

I will be using the Hall only ☐ I will be using the Hall & Kitchen only. ☐ I will be using the Hall / Kitchen & Dance Studio. ☐

I have read and agree to the Laguna Grande Hall Rules, Regulations and Conditions of Use on the back side of this form.

Applicant Signature Lucille V. Standifer Date 7-19-2017

FOR OFFICE USE ONLY

Deposit: _____	Amount Paid: _____	Staff Approval: _____
Hourly Fees: _____	Date: _____	Notes: _____
Insurance: _____		
Alcohol Deposit: _____	Balance Due: _____	
Total Fees: _____	Balance Due Date: _____	



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kurt Overmeyer, Economic Development Manager

DATE: August 3, 2017

**SUBJECT: EXECUTE CONTRACT WITH TORTI GALLAS + PARTNERS TO
DEVELOP THE CAMPUS TOWN SPECIFIC PLAN AND
ASSOCIATED CEQA REVIEW**

PURPOSE

To approve a resolution authorizing the City Manager to execute a contract to hire the consultant to develop a specific plan and require CEQA documents required to entitle the properties commonly known as Twenty Six Acres and Surplus II in the Former Fort Ord.

RECOMMENDATION

That the City Council approve a resolution authorizing the City Manager to execute the Contract for services with Torti Gallos + Partners for a total cost not to exceed \$599,076 to be reimbursed to the City by the reimbursement agreement contained in the purchase and sale agreement.

BACKGROUND

In May, staff circulated a Request for Proposals (RFP) seeking a consultant to develop a Specific Plan and associated California Environmental Quality Act (CEQA) review. Staff received five responses which were reviewed carefully by City staff, FORA staff and Monterey County staff. The top two respondents were then invited for an interview with City staff. After careful analysis, staff is recommending that the City enter into a contract with Torti Gallas and Partners.

The recommended firm plans to execute a substantial public involvement process, create a form-based Specific Plan, create an Environmental Impact Report (EIR), and process FORA Consistency documents. The project schedule is roughly one year. In addition, the consultant will provide staff to the Seaside Design Center on Broadway for two days a week, every other week.

FISCAL IMPACT

The contract will not exceed \$599,076, which will be paid by the developer as part of the reimbursement agreement contained in the Purchase and Sale Agreement with the Developer.

ATTACHMENTS

1. Draft Resolution
 2. Contract
 3. Request for Proposals
 4. Torti Gallas Campus Town Proposal
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANGER TO EXECUTE A CONTRACT WITH TORTI GALLAS + PARTNERS TO DEVELOP THE CAMPUS TOWN SPECIFIC PLAN AND ASSOCIATED CEQA REVIEW

WHEREAS, In May, staff circulated a Request for Proposals (RFP) seeking a consultant to develop a Specific Plan and associated California Environmental Quality Act (CEQA) review.; and

WHEREAS Staff received five responses which were reviewed carefully by City staff, FORA staff and Monterey County staff and after careful analysis, staff is recommending that the City enter into a contract with Torti Gallas and Partners; and

WHEREAS, The recommended firm plans to execute a substantial public involvement process, create a form-based Specific Plan, create an Environmental Impact Report (EIR), and process FORA Consistency documents; and

WHEREAS, the consultant will provide staff to the Seaside Design Center on Broadway for two days a week, every other week; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside authorizes the City Manager to execute a contract for the not to exceed cost of \$599,076 with Torti Gallas + Partners with total costs be reimbursed to the City as part of the reimbursement agreement contained in the executed Purchase and Sale Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of August 2017, by the following vote:

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

APPROVED:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

CITY OF SEASIDE

PROFESSIONAL SERVICE AGREEMENT FOR NON-CONSTRUCTION PROJECT

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of _____, between the City of Seaside, a municipal corporation ("AGENCY") and _____, [a sole proprietorship, partnership, limited liability partnership, corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on August 3, 2017 and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 3, 2018 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

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

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Five Hundred Ninety-Nine Thousand Seventy-Six dollars 599,076.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services. The Agency Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed ten-thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the Governing Board.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by

the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION

A. Indemnity for professional liability

When the law establishes a professional standard of care for CONSULTANT'S Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT.

B. Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless AGENCY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONSULTANT or by any individual or AGENCY for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

C. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall have an immediate duty to defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between

CONSULTANT and AGENCY, as to whether liability arises from the sole negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

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

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.
- C. CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this Agreement.
- D. City shall at all times have the right to inspect the work and materials. CONSULTANT shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve CONSULTANT from any obligation to perform said work strictly in

accordance with the specifications or any modifications thereof and in compliance with the law.

XII. LEGAL RESPONSIBILITIES

- A. The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.
- B. If CONSULTANT is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Neal I. Payton, FAIA, whose title is Principal and Vice President, is authorized to act for and bind the corporation.
- C. The CONSULTANT will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

XIII. UNDUE INFLUENCE

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.
- C. CONSULTANT covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed by them as an officer, employee, agent, or sub-consultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the AGENCY or the study area and further covenants and agrees that CONSULTANT and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the AGENCY or the study area prior to the completion of the work under this AGREEMENT.

XVI.

NOTICES

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

To AGENCY: City of Seaside
440 Harcourt Ave.
Seaside, CA 93955
Attention: Agency Clerk

To CONSULTANT: _____

XVII.

ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. [Insert name] may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of [Insert name] from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

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

XIX. GOVERNING LAW AND ATTORNEY'S FEES

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

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

XX. ENTIRE AGREEMENT

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

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

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of AGENCY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

City of Seaside
A Municipal Corporation

Agency Manager or Governing Body

ATTEST:

Agency Clerk

Attachments:	Exhibit A	Tasks To Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal
	Exhibit E	Consultant's Proposal

EXHIBIT A

TASKS TO BE PERFORMED

DETAILED WORKPLAN AND DESCRIPTION OF SERVICES TO BE PROVIDED

Task 1: Kick-Off Meeting

Collaboration with the City of Seaside, the Fort Ord Reuse Authority (FORA), and CSUMB (collectively: Staff), begins at Day 1 and ends when the project is completed. It is regular, it is systematic and it is on-going. At the kick-off, the Team will meet with Staff to confirm assumptions, clarify any outstanding scope issues, determine the availability of data and collect data and electronic resources, and determine the format and structure of the plan. In advance of the meeting, we will:

- Send for discussion, examples of other Specific Plans on which we've worked, or ones by others that we admire;

- Revise the project timeline, for review and refinement; and

- Complete a comprehensive review of the current General Plan, the Fort Ord Reuse Plan and the CSUMB campus-wide plan, and create an issues tracking matrix that identifies key issues to keep in mind as the Specific Plan is created.

At the kick-off meeting we will discuss the critical issues likely to affect redevelopment, including existing uses, ownership patterns and natural amenities on or adjacent to the site as well as the Kosmont real estate analysis. At this time, we will also confirm methods for checking in with various departments and/ or agencies, and create a regular schedule of meetings and Progress Reviews.

Deliverables: Meeting Agenda, Project timeline and schedule, Issues Tracking Matrix and Meeting Minutes with Next Steps

Task 2: Baseline Studies and Area Analysis

As a first step, following our Project Kick-Off Meeting the Torti Gallas Team will gather and review all relevant planning and design materials affecting the site area and inventory them. These will include, among other things, Fort Ord Reuse Plan, the assessor parcel maps; property ownership and contact information; site boundary; existing General Plan designations, zoning districts and related development standards; topography; aerial photography; surrounding land uses; street improvement plans; other circulation and infrastructure plans; relevant design studies; GIS base map and applicable GIS layers and attributes; and the recently prepared Kosmont Companies Retail Market report.

Task 2.1 Circulation and Traffic Study

We understand that Transportation is a key issue in and around Seaside. Traffic volumes have increased sharply in recent years, leading to increased traffic congestion. Traffic and parking concerns are commonly raised with new development proposals. The area around the CSUMB campus also experiences high levels of transit, walking and bicycling activity and provides access to nearby shopping and recreation opportunities.

For these reasons, and because of their familiarity with the area, we have asked Fehr & Peers to lead the development of the circulation and traffic study as part of this task. Specifically, Fehr & Peers will:

- Conduct an analysis of expected vehicle trip generation and person-trip generation of the proposed project.

Evaluate multi-modal access, connectivity, and circulation for the study area with an emphasis on site access improvements to serve the surrounding area and providing access to the CSUMB campus.

Based on this analysis, Fehr & Peers will make recommendations for transportation circulation and connectivity improvements, transportation demand management measures; and parking demand management measures.

Multi-Modal Circulation and Connectivity. The purpose of this component of Task 2.1 is to address traffic and circulation issues, including access and connectivity for all travel modes as well as the elderly and disabled. As a first step, Fehr & Peers will review local transportation and traffic data that has been collected from previous studies. Data will include information from the Seaside General Plan and the CSUMB Campus Master Plan, as well as other transportation impact analysis studies that have been completed on the area. No new data collection is assumed as part of this task.

Fehr and Peers will identify key transportation issues and opportunities, and we will make recommendations that improve multimodal access and circulation within the plan area. Recommendations will include transportation demand management (TDM) strategies to reduce impacts of vehicular traffic on the project area.

Trip Generation. Fehr and Peers will prepare vehicle and transit trip generation projections for up to two land use alternatives using specialized tools and the latest research to capture the unique characteristics of mixed use/infill/TOD developments. Fehr & Peers will use our MainStreet trip generation tool to determine the effects of the proposed mix of land uses on traffic and person trip making. The MainStreet tool will be used to estimate vehicle and person trip generation within the context of the land uses and travel patterns in the study area. MainStreet is Fehr & Peers' new software platform for calculating trip generation for mixed-use sites. The methods most commonly used by traffic engineers to estimate the trip generation of proposed developments exaggerate the impacts of projects that have a balanced mix of land uses, compact design, good neighborhood connectivity and walkability, location efficiency and the variety of transportation choices offered. MainStreet reduces this bias and more accurately portray the traffic impacts of mixed use, compact, infill and transit oriented development proposals. MainStreet is tailored to mixed-use projects and incorporates ITE methods (ITE Trip Generation Manual, 9th Edition), NCHRP 684 and the EPA's mixed-use trip generation methodology.

Vehicular Traffic. Vehicular traffic conditions in the area will be summarized from recent studies. Where reported from other sources, Level of Service (LOS) analysis for existing conditions will also be noted at key intersections in the plan area. Based on existing vehicular traffic conditions, a preliminary list of potential transportation improvements will be developed for consideration as part of the Specific Plan project.

Transit Ridership. Fehr & Peers will prepare ridership projections by travel period and commute direction for all MST transit routes in the Specific Plan area.

Pedestrian and Bicycle Site Access Improvements. Fehr & Peers will recommend locations for enhanced pedestrian and bicycle crossing treatments of existing facilities, including connections to trails and other existing facilities. New connections, routes and facilities for bicycle and pedestrians, local transit and shuttles service, or other transit supportive improvements will be recommended as part of this task.

Parking Demand. The purpose of this task is to develop parking rates for the proposed land uses within the project area, project future parking needs, analyze how parking will be provided, and develop appropriate parking management and transportation demand management (TDM) strategies that will support parking reductions, such as shared or priced parking.

Fehr & Peers will develop potential parking demand management strategies that could be considered for the Specific Plan area. Strategies may include lower parking demand rates and shared parking opportunities can be enhanced with parking management and TDM techniques such as car sharing, unbundled parking, and shuttle service, which will be addressed in this task.

Deliverables: *Draft and Final Multimodal Circulation and Traffic Study*¹¹

Task 2.2 Base Map

Utilizing publically available GIS Data, as well as Google Earth and USGS data we will create a base map with parcel lines, building footprints, streets and other physical conditions. At that time, we will determine whether additional basemaps and or opportunities and constraints maps may be necessary to prepare in particularly as we begin the outreach and design process. Importantly, we will identify specific development issues, constraints and requirements of the General Plan, zoning district designations and related guidelines. Finally, we will develop a matrix to identify this information and identify relevant conclusions.

At the same time, Torti Gallas team member, Whitson Engineers will obtain As-Built or Record Utility drawings from the City of Seaside, California State University Monterey Bay (CSUMB), Marina Coast Water District (MCWD), PG&E, AT&T, Comcast, and other entities having existing facilities within the project area. Whitson will also perform a visual field check of record utility information and update the Existing Conditions Base Map as appropriate.

As part of this base mapping, we will also produce a 3D digital model of the project area, along with adjacent context, the first part of our proprietary Town Information Modeling (TIM ®) Process. As different densities and/or heights for redevelopment are considered, we will use this model to test these options three-dimensionally for scale and over-all compatibility, all the while providing an updated quantitative model of the potential buildout.

Deliverables: Overall Existing Conditions Base Map for the Project area (in PDF and AutoCAD) including the topographic mapping, identified site encumbrances, existing known utilities, record boundary and proposed project limits. Deliverables will also include Existing Documents and Conclusions Matrix

VIEW OF MODEL SHOWING AREA JUST SOUTH OF THE CAMPUS TOWN SITE AREA (WITH VIEW OF FAMILY HOUSING IN THE FOREGROUND). THIS MODEL WILL BE EXPANDED TO INCLUDE THE ENTIRE CAMPUS TOWN SPECIFIC PLAN AREA.

Task 2.3 Specific Plan Formatting

We are firm believers of beginning a project with the end in mind, and clearly the writers of this RFP have a similar point of view as evidenced by beginning the task of formatting the Specific Plan early in the process. This will include a Table of Contents, as well as graphic template.

Deliverables: Specific Plan Template and Table of Contents

Task 2.4 Opportunities and Constraints Map

Immediately after the kick-off meeting, the team will gather on-site, walk and tour the area, take photos and notes, etc. This will allow us to create maps that are both experiential (streetscape quality, pedestrian quality) as well as objective (figure/ground, streetscape enclosure, densities and building types) among others. Other maps will be made as necessary, for example: transit operations (bus stops) access and circulation (pedestrian and bicycle), parking, major development parcels, infrastructure, and public open space. These maps will be used to create an Opportunities and Constraints Analysis and guide public and stakeholder discussions at meetings.

At the same time, Whitson Engineers will utilize the data collected with the Existing Conditions Base Map to review existing utility networks, As-Built drawings, and GIS data to establish an understanding of the background data to be used for the project planning. Whitson's analysis will be to a feasibility level of detail, suitable to estimate infrastructure improvements required to support proposed development and prepare the Specific Plan document. Utilities investigated will be limited to Sewer, Water, Storm Drainage, Gas, Electric, and Telephone, or as information is readily available. Part of their effort will be to coordinate with the City of Seaside and Project Team to identify existing utility connection points and

historical infrastructure deficiencies in the project vicinity. In addition, they will contact Marina Coast Water District to identify existing water allocations or baseline use data.

Deliverable: Opportunities and Constraints Map(s)

Task 2.5: Area Assets Assessment

Because our team is so ensconced in the area, we will hit the ground running on this task. We will create a preliminary assets list and map ahead of our kick-off meeting. Immediately after our Kick-off meeting, we propose a meeting with key participants including Staff, as well as a representative from CSUMB, and Kosmont to review this preliminary list and map, assess the assets and supplement the list with additional items that we may have missed. We will continue to update this assessment during the course of preparing the Specific Plan, by receiving input from the public during our initial meeting and follow-up charrette.

Deliverable: Area Assets Map and Assessment

Task 3: Prepare and Adopt a Specific Plan

Task 3.1 Vision and District Identification

Once the myriad of issues have been identified and the data is collected, mapped and analyzed, we will, along with staff, prepare the first chapter of the Specific Plan. It will describe the vision and the essential spatial characteristics (the pedestrian realm), along with an overall vision for mobility including pedestrian and bicycle connections as well as how a Form-Based Code will enable the implementation of the vision over the long run. To arrive at this vision we propose four and one-half-day design charrette, which will focus stakeholder and community input over a short period of time, through the hands-on effort of people representing the full spectrum of interests. The approach is inclusive and designed to build consensus from the outset. It's been our experience that through such charrettes, participants come to care more about the plan—they see their ideas as they are refined and they become part of a synthesized vision. We cannot overemphasize the educational value of this approach either. Citizens become familiar with the tools of good urban design and gain an appreciation of the importance of long-range thinking.

While the details of the charrette are described in Task 5, below, the development of the Vision will grow out of the efforts described in Task 3.3. That is, it will grow from a study of alternatives to a narrowing down of preferred alternative. This alternative will provide direction to the task of designing the pedestrian environment and connection to transit as well as the other aspects of this task.

Deliverable: First chapter of the Specific Plan as described above as well as sketches, illustrations and photographs. ¹³

CAMPUS TOWN SPECIFIC PLAN FOR CITY OF SEASIDE**Task 3.2 Resource Identification**

In order to prepare for the charrette, we will of course do our due-diligence in identifying resources and assets. We will rely heavily on Staff as well as our local team members, Rincon and Whitson Engineering. However, we will not stop there. One of the advantages of the nearly week-long charrette is that it will allow us to verify, supplement and/or correct our initial list of resources and assets. As part of our conversation with stakeholders, in formal and informal settings, we will ask and come to hear about subtleties in site conditions or significant cultural amenities in a way that would never be obvious to the design team. Whether it's identifying the one spot where views of the water are the most dramatic at specific times of the day (as happened at a charrette in Bremerton, WA, resulting in us changing the plan to accommodate a public space in that location), or identifying an ethnic restaurant cluster that could, in turn, anchor a new retail village (as happened at a charrette in Springfield, VA), resource identification works best when it is informed by the people who live and work in the area. The charrette will allow us the opportunity to ensure that the Existing Conditions chapter is based on verifiable long-term observation and experience, and in this way, it will ensure authenticity to the recommendations found throughout the Specific Plan.

Deliverable: Existing Conditions Chapter of the Specific Plan as described above.

Task 3.3: Prepare Alternative Plans/Urban Design Diagrams

Beginning with the data collection and the analysis provided by the city's economic consultant, the Torti Gallas Team will develop a set of alternative diagrams and plans. While we will begin this process ahead of the charrette, we will dive into the task in earnest during the charrette itself, allowing real-time input from drop-in visitors, staff, the developer, or others with an interest in the site. As input is received adjustments will be made to the three diagrams. The goal in all this, from a design point of view, is both function and character.

With regard to character, the aim is the creation of an identifiable public realm that is vital, memorable, and tied to the particularities of place. The alternatives development will consider a range of street hierarchies, centers and densities which in turn will provide some the general design principles that will achieve that specificity of place and provide program alternatives. In other words, no matter the alternative ultimately chosen, we imagine the Planning Areas, including not only a range of densities, but a range of Character Areas as well.

As part of these patterns, we will also develop precedent boards, for building types of varying densities corresponding to the pattern alternatives being developed. As well-staffed and experienced architecture and urban design firm, Torti Gallas has a 64-year track record in working with the private development community in strategizing development prototypes and options. We maintain a library building types by density, construction type, parking requirement, cost/sf., etc. so that we will have a ready matrix of potential prototypes at our fingertips appropriate for various areas of the Specific Plan.

At a mid-point in the charrette, we will review three alternatives with the public to elicit opinions. Participants will have the opportunity to comment either in a public format, or quietly, via post-it notes stuck on drawings posted on the wall. Based on these comments as well as the team's internal assessment, and after discussion with the staff, and the Developer, we will narrow the three-diagrams to one-preferred vision, which the team will begin to develop during the remaining time of the charrette, and then back in the studio.

Deliverables: A PowerPoint document with three alternative diagrams and a high level analysis along with a preferred alternative which will form the basis for the Specific Plan moving forward. ¹⁴

Task 3.4: Prepare Preferred Plan/Urban Design Plan – Project Description

After the charrette we will return to our studio and over the next two months, we will refine the preferred Vision Plan and identify needed infrastructure and mobility enhancements as well as key components of the Form-Based Code. We will draw upon findings from Task 2.1 to describe circulation for all modes, new roadway connections, new pedestrian and bicycle facility connections. During this time, it is anticipated that additional comments from staff, and stakeholders will be received, and modifications to the charrette plan, will be made. We anticipate a period of about two-months to finalize the draft vision plan, which will form the basis of the Specific Plan and part of the Project Description for the EIR.

Deliverables: A Preferred urban Design Plan including Circulation and Infrastructure enhancements, overall land-use and density projections, as well as key components of the Form Based Code. A draft Project Description will also be provided at this time.

Task 3.5: Administrative Draft Specific Plan

With an agreement from the Staff and the Developer on the draft vision plan, we will begin the process of creating the Campus Town Specific Plan. The statutory requirements of a Specific Plan include the following:

- Land use plan including maximum density
- Circulation Plan
- Infrastructure Plan (including energy and solid waste facilities)
- Development Standards (including energy conservation)
- Implementation measures: including regulations, public works and financing measures, particularly for infrastructure
- A statement of the relationship of the Specific Plan to the General Plan including a discussion of how it implements the General Plan
 - Infrastructure Plan (including energy and solid waste facilities)
- Development Standards (including energy conservation)
- Implementation measures: including regulations, public works and financing measures, particularly for infrastructure
- A statement of the relationship of the Specific Plan to the General Plan including a discussion of how it implements the General Plan

In the first month of this effort, we will update our Project Description from Task 3.4, above, by fleshing out additional details related to Implementation, land use and density and circulation, as well identifying its relationship to the General Plan. This will allow our Environmental Compliance team member, Rincon, to get started on the EIR, even as we are fleshing out the details of the Specific Plan.

As we proceed to flesh out the details, we will make certain that the Circulation Plan focuses on detailed plans for pedestrians, bicycles, transit as well as vehicles, in a way that balances the optimal requirements for each mode against an overall ideal of creating the most robust, efficient, healthy and safe plan for all. In regards to Implementation, we will ensure that the Specific Plan has specific recommended tasks that can be prioritized and placed within a funding framework. It is important to craft a set of actions that represent, not merely good planning, but good planning that is fundable.

In the Campus Town Specific Plan, the Development Standards will take the form of a “Form Based Code”. Torti Gallas + Partners is experienced in crafting Form-based codes and design guidelines for Specific Plans in California, for example in Redlands, and Santa Monica, CA as well as the Boyle Heights area of Los Angeles. In addition we have written legally binding Form Based Codes in Honolulu, HI (Mauka Area Rules), Wyandcanch, NY and Downtown Round Rock, TX, and Westminster, CO among others.

In this case, we understand that the Form-Based Code will have to build off the Fort Ord Regional Urban Design Guidelines, which were adopted last year by the Ford Ord Reuse Authority. It is also important to

keep in mind that during the life of this Plan and code, we are likely to go through several economic cycles. Private sector programs and paradigms will change. Therefore integrating the vision and goals embodied in the Specific Plan into an enforceable and flexible form-based Code is a fundamental task. How does that code transcend the realities of today's or tomorrow's marketplace, to be useable, and both developer and pedestrian friendly, come what may.

Aside from the sections, identified above, Specific Plans can and often do provide much more information. Torti Gallas is experienced with the meeting the statutory requirements for Specific Plans, (dotting the i's and crossing the t's) and more importantly, providing the content that that provides a meaningful path to implementation. For example, in our work for Downtown Redlands (where a commuter rail station is being planned) and Downtown Santa Monica (where an extension to Metro's Expo line has just been completed) we have found that providing a brief history of the area provides a context for many of the recommendations and policies in the plan. In a situation such as the Campus Town Specific Plan, information about the CSUMB's Specific Plan as well as the Fort Ord Reuse Plan should be included

for an equivalent level of context. In some communities, a Sustainable Communities Strategy might be considered. Most importantly, we believe it is necessary to include a section on Open Space that spells out a strategy for the public realm from sidewalks (streetscapes) to plazas and parks.

One of the advantages of the Specific Plan as a regulatory tool is that it also allows for some flexibility, particularly in land-use designations. Recognizing the disparity between long term life of the Specific Plan (usually around twenty-years or so), and the capricious, and ever-changing nature of real estate market cycles, the Specific can provide flexibility in land use, as long as the maximum limits of the most impactful uses are measured in the EIR. This latter point is also important to recognize. An efficient Specific Plan process is one in which there is a seamless connection between the crafting of the Plan and the EIR. We use the term "self-mitigating EIR" to describe our methodology, in that from the beginning of the process, the project description is key so that programmatic limits are contemplated with an understanding as to what can be mitigated.

As we go about drafting the Specific Plan, we will have regular check-ins with staff, and will send draft chapters for review, so that when the Administrative Draft plan is submitted, each of the chapters has been reviewed at least once, and in some cases, several times.

Deliverables: Final Project Description and then an Administrative Draft of the Specific Plan in electronic format.

Task 3.6: Prepare Screencheck Draft Specific Plan/Hearing Draft Specific Plan

After staff and the Developer have had a chance to review and comment on the Administrative draft, we will revise the document and produce the Hearing Draft Specific Plan.

Deliverables: Hearing Draft of the Specific Plan in electronic format.

Task 3.7: Planning Commission Hearing

We will prepare for and participate in a public hearing in front of the Planning Commission and respond to questions as appropriate

Deliverables: PowerPoint presentation

Task 3.8: City Council Hearing

We will prepare for and participate in a public hearing in front of the City Council and respond to questions as appropriate.

Deliverables: PowerPoint presentation

Task 3.9: Prepare Final Specific Plan and Adoption

Provided with edits by Council we will incorporate and provide a final Specific Plan in electronic (PDF) format for adoption

Deliverables: Final Specific Plan in electronic format

Task 4: Environmental Compliance

As the primary author of the current General Plan EIR, Rincon will lead the CEQA effort lending an easy transition and strong efficiency to the required Specific Plan EIR. The basic tasks involved in the environmental review process are described below, followed by a description of the proposed technical approach to key environmental issues.

We understand that the Campus Town plan area has been analyzed in the comprehensive 1997 and 2001 Master EIR for the Fort Ord Reuse Plan. In addition, numerous additional studies have been developed analyzing site specific details associated with a number of development sites over the last 15 years. These development projects are well-catalogued by FORA. The most relevant for the Campus Town area are the Seaside Highlands housing project, the Sun Bay Apartments housing project, the Bay View community and the Seaside Resort. The EIR will therefore focus on an update of previously-compiled information. Rincon's scientists and analysts will review and compile relevant information, and field-truth critical site information. In the end, the document will technically be presented as a Supplemental EIR, tiering from the Reuse Plan Master EIR. The EIR will focus primarily on the physical changes to the plan area and the potential environmental impacts resulting from physical improvements and possible land use changes. As appropriate, the policies and actions of the City's 2040 General Plan and the Specific Plan will be identified as mitigating factors for possible impacts.

Please note that our team is recommending a few changes from the suggested scope of work as presented in the RFP, based on our understanding of the scheduling needs and the EIR process in practical terms.

Initial Study. As provided for in the State CEQA Guidelines, we recommend passing over the Initial Study task. Because the City as lead agency has already determined that an EIR will be prepared, there is no practical need to spend the time or effort on an Initial Study. Instead, the Notice of Preparation will include a list of topics that the EIR will study in detail.

Technical Studies. Given the wealth of technical studies already prepared, we suggest – with the exemption of mobility/transportation - proceeding with the technical analysis of topics through the authoring of the EIR topical sections. The purpose of the technical studies will have been addressed in the opportunities and constraints and the resource identification phases of the planning process. Technical appendices for EIR topical sections will be provided in the EIR.

Task 4.1: Notice of Preparation and Scoping Meeting

We expect that most of environmental impact topic areas, except for agricultural and forestry resources and mineral resources will need to be addressed in the EIR. Since the City has indicated the need for an EIR, Rincon proposes to eliminate the preparation of an Initial Study, saving time and money. Rincon will develop a project description and prepare a draft Notice of Preparation (NOP) pursuant to the State CEQA Guidelines. The NOP will identify the timeframe, contact person, and address for submission of public comments, as well as a list of EIR topical areas included for analysis. Rincon will submit a draft NOP to City Staff for review. Rincon will make any necessary changes to the NOP and provide an electronic copy to City Staff for signatures, publication, and distribution. This scope of work assumes that the City will distribute the NOP to the State Clearinghouse and that the City will distribute the NOP to the Monterey County Clerk/Registrar Recorder and the City's list of local interested parties.

Rincon will conduct a public **scoping meeting** in the proposed project area. The scoping meeting would be held during the 30-day NOP period to introduce the community and interested agencies to the project and provide an overview of the Program EIR process and obtain input on the EIR scope of work. The scoping meeting will include a presentation with graphic imagery, followed by the formal recordation of input from meeting attendees. Rincon assumes that the scoping meeting location will be arranged by the City and that the City will be responsible for meeting notification. Rincon will summarize all input gathered during the scoping meeting and during the 30-day NOP review period. Rincon assumes that City

staff will be the point of contact responsible for gathering public comments outside of the scoping meeting.

Task 4.2: Project Description

In conjunction with the Staff and the entire Torti Gallas team, and after gathering preliminary Draft Specific Plan buildout information, Rincon will prepare the project description, which will contain the City's primary objectives for the Campus Town Specific Plan, a summary of boundaries, existing conditions, and proposed land uses, infrastructure concepts, policies, programs, and development regulations. The identification of a building phasing program will also be included, if available. The information will be described in text, tabular, and graphic forms (maps and diagrams). ¹⁸

Task 4.3: Administrative Draft EIR

Rincon will prepare an internal review or Administrative Draft EIR that will address each topic in accordance with the CEQA Guidelines. Upon completion, a printed copy, PDF, and MS Word version of the administrative draft document will be delivered to City Staff for review and comment. The Administrative Draft EIR will include the following sections:

- Executive Summary
- Introduction
- Project Description
- Environmental Setting
- Discussion of Existing Conditions, Environmental Impacts, Mitigation Measures, and Cumulative Impacts
- Effects Found Not to be Significant
- Other CEQA-Mandated Sections
- References and Organizations/Persons Consulted

Rincon typically orients analyses around clear impact statements that are separately highlighted in the text. This allows a more precise statement of the specific issue at hand and sets the stage for the technical discussion that follows. If the impact warrants mitigation measures, they are indexed to and immediately follow the numbered impact in question. We have found that such an approach focuses the analysis and becomes clearer for the public and decision-makers to follow. Each topical section will include: a) existing environmental conditions and pertinent regulatory policies; b) thresholds of significance; c) a description of environmental changes that would result from project implementation and whether those changes would be significant; d) mitigation measures to reduce or avoid the potentially significant impacts; e) a conclusion as to whether significant impacts would remain after implementation of mitigation measures; and f) a discussion of cumulative impacts. Up to 3 alternatives, including the required “No Project Alternative,” will be addressed in the Alternatives section of the EIR.

A brief description of the topics to be addressed is provided below:

Aesthetics. The Specific Plan area generally consists of a mix of urban land uses, including residential, industrial, commercial retail, and entertainment uses bisected by mobility corridors. Major supporting infrastructure improvements include a portion of Highway 1, Monterey Peninsula Airport, a partial bicycle and pedestrian trail system, a currently dormant Union Pacific Rail Road line, and other major roadway corridors. Rincon will perform the following tasks to determine potential aesthetic impacts: Review the proposed design related development standards, including urban design/street-scape/landscape design and the proposed signage program;

Review the proposed design related development standards, including urban design/street-scape/landscape design and the proposed signage program;

Review visual simulations or other conceptual design renderings created as part of the Specific Plan process, discuss any potentially significant impacts on scenic resources or changes in the visual character of the site resulting from Specific Plan implementation;

Qualitatively analyze impacts related to lighting and comparison of proposed lighting plans to City standards.

Specify mitigation measures (if necessary) that will reduce significant impacts to the maximum extent feasible.

Air Quality. The Air Quality section of the EIR will be prepared in accordance with the methodologies outlined in the Monterey Bay Air Resources District (MBARD) CEQA Air Quality Handbook. The CalEEMOD air quality model will be used to estimate the short-term construction and long-term operational emissions associated with Specific Plan implementation and the results from the modeling will be included as an EIR appendix. A preliminary health risk assessment screening will be

prepared and discussed in this section due to the project's proximity to the Highway 1, as future sensitive receptors have the potential to be exposed to toxic substances such as aerially deposited lead and/or diesel particulates. If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the maximum extent feasible.

Biological Resources. The Biological Resources section of the EIR will include a discussion of the environmental setting (including existing vegetation communities, general and sensitive flora/ faunal species habitats, and trees), significant direct/indirect and cumulative impacts on biological resources, and associated mitigation measures proposed to reduce impacts. The analysis will also address compatibility with biological resource preservation policies or development standards contained in the City's 2040 General Plan, Seaside municipal code, and zoning ordinances.

Cultural Resources. The Cultural Resources section of the EIR will analyze the project's impact on potentially historic resources located within or adjacent to the project boundary, as well as impacts to any known or currently unknown subsurface archaeological and paleontological resources. Rincon will complete an archaeological records search through the Sonoma State University Central Information Center. Data will cover the area within one-half mile of the Specific Plan boundaries. AB 52 and SB 18 consultations will be performed by the City with Rincon participating in consultation meetings if needed. Rincon will compile a basic land use history for the Specific Plan area through the Monterey County Assessor's records; historic parcel and subdivision maps; historic government maps (e.g. USGS), and local histories of development. Rincon will review the City's listings of historical resources and confer with local historical societies. Rincon will conduct a "windshield" survey of the Specific Plan area to confirm the presence of any previously recorded cultural resources and identify properties sensitive for recognition as historic resources, as defined by CEQA. If significant impacts are identified, mitigation measures will be developed to avoid or reduce project impacts to the greatest extent feasible

Geology and Soils. The Geology and Soils section of the EIR will analyze the potential impacts of geologic, seismic and soil conditions within the project area. Based on readily available sources (such as the City's Safety Element and/or a subconsultant-prepared geotechnical studies), this analysis will identify existing regional and site-specific geology and soils constraints (such as liquefaction, compressible soils, and subsidence). Any applicant-prepared technical reports will be reviewed by Rincon's Certified Engineering Geologist to evaluate the potential geologic hazards that may adversely affect the Plan Area. As necessary, the analysis will identify erosion control criteria and grading requirements to achieve consistency with the City's geologic and grading standards. Mitigation measures will be those typically successful in reducing relevant geologic constraints, including reference to existing geologic and soils tests and plan check review requirements adopted by the City.

Greenhouse Gas Emissions/Sustainability. The Greenhouse Gas (GHG) section of the EIR will evaluate the Specific Plan's potential contribution to cumulative impacts related to global climate change (GCC). The GHG analysis will briefly discuss the general nature and sources of climate change, current efforts to regulate GHGs (including recent Office of Planning and Research publications and guidelines relating to how climate change should be addressed in CEQA documents), and the proposed project's potential contribution to this cumulative issue. The project analysis will quantify emissions using the CalEEMod computer model and will compare emissions to the statewide GHG inventory and the previously existing collection of uses to determine if a net reduction in GHG emissions can be achieved by this transit-oriented district. The discussion will also compare project emissions to suggested thresholds from the MBARD. Finally, the discussion will compare the project to applicable plans and policies, including Association of Monterey Bay Area Governments (AMBAG)'s 2035 Sustainable Communities Strategy (SCS) and adopted City policies pertaining to GHG emissions reduction. If

significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible.

Hazardous Materials. The Hazardous Materials section of the EIR will include examination of files that are readily available from online databases, the Monterey County Fire Department, and the Regional Water Quality Control Board concerning past contaminant spills and/or cleanup activities within the Plan Area. Records searches of the Department of Toxic Substances Control's EnviroStor Database will be completed along with a search of all other state and federal databases. If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible. This work scope does not include an audit of onsite facilities, but can be expanded, at the City's request, to include a more detailed examination of specific onsite uses (Phase I Environmental Site Assessment).

Hydrology and Water Quality. The Hydrology/Water Quality section of the EIR will consider both temporary hydrological changes during construction and long-term changes in hydrology/drainage due to the operation of uses within the Specific Plan Area. Because the sites within the Plan Area are currently mostly impermeable, operational changes to hydrology/drainage are expected to be minimal. The water quality analysis will focus on existing requirements that would apply to the project and any beneficial impacts created by the integration of Low Impact Development water quality improvements as part of the Specific Plan's infrastructure improvement program. The impact analysis will be based off readily available sources (such as the City's General Plan and/or a subconsultant-prepared hydrology/water quality studies). If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible.

Land Use/Planning. The Land Use section of the EIR will focus on two issues: (1) compatibility of the proposed project with surrounding land uses; and (2) consistency with local land use regulations and policies, and (3) compatibility with applicable statewide growth plans and policies. The compatibility analysis will consider the combined effects of the potential environmental issues in relation to the land uses adjacent to the project site. Rincon will prepare an objective discussion of the proposed project in the context of the existing land use patterns in the immediate vicinity of the site. This discussion will also summarize the findings of other sections relevant to land use compatibility (noise, air quality, aesthetics, and transportation) from a land use perspective. An assessment of overall land use compatibility with surrounding land uses and regional growth policies will be provided in table format. This table will include the relevant policies from the City's General Plan, AMBAG's 2035 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS), and any additional relevant policy documents required by City Staff. Rincon Consultants is currently working with AMBAG on the MTP/SCS EIR. If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible.

Noise. The Noise section of the EIR will include an assessment of temporary construction impacts and long-term impacts associated with the operation of uses within the Specific Plan Area. The analysis of temporary noise and vibration impacts associated with construction will be based upon typical construction noise and vibration levels and standard noise and vibration attenuation factors. Noise and vibration levels associated with construction activities will be quantified and projected at the nearest sensitive receptors (residential uses to the north, east, and west of the site), and compared to applicable thresholds. If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible.

Noise and vibration levels associated with operation of the uses envisioned within the Plan Area will be assessed using the U.S. Federal Highway Administration's (FHWA) Traffic Noise Model. The traffic noise contour evaluation will rely on traffic forecasts for major roadway segments, as provided in the traffic impact analysis prepared for the Specific Plan. Noise levels will be assessed²¹

for existing and horizon year conditions with and without the proposed Specific Plan. Changes to ambient noise levels at Specific Plan buildout and from cumulative growth will be analyzed to determine if project-related noise significantly increases the ambient noise environment or significantly contributes to the cumulative noise environment.

The noise analysis will also analyze the changes in the noise environment generated by non-transportation sources, including HVAC units, loading docks, trash compactors, commercial equipment, etc.).

Population and Housing. The Population and Housing section of the EIR will address the effects of the physical changes and population increases envisioned by the proposed project on population and housing in the City of Seaside and the surrounding region. The analysis will examine the potential for the proposed project to induce substantial growth in population, housing, or employment, and evaluate whether or not this growth would be in conformance with the City's General Plan and projections published by AMBAG.

Public Services. The Public Services section of the EIR will address potential impacts on police protection, fire protection services, impacts on parks and recreation, as well as other services such as schools and libraries. Development of project may lead to impacts to these service systems, due to the intensification of use. These service systems will be evaluated and, where possible, impacts will be quantified. If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible.

Traffic and Transportation. The Traffic and Circulation section of the EIR will address potential impacts on mobility based upon a technical study completed by Fehr & Peers. The study will be included as an EIR appendix. The traffic impact analysis will address both intersection and roadway segment level of service under existing conditions, existing plus project conditions, and existing plus project plus cumulative conditions, consistent with the City's existing traffic impact assessment criteria. An analysis of Vehicle Mile Traveled will also be included to comply with the provisions of SB 743.

The work conducted in this task will build on analysis and work completed in previous tasks. The operations of up to 15 intersections and 4 freeway segments will be evaluated during the weekday morning (AM) and evening (PM) peak hours for the scenarios as shown below. If the project size is large enough such that more than 15 intersections could potentially be impacted and the City determines there is a need to include additional intersections, Fehr & Peers will analyze more intersections for an additional fee.

Additionally, we will evaluate the expected changes in VMT that would result due to development of the Specific Plan consistent with proposed SB 743 requirements.

Scenario 1: Existing Conditions - Existing volumes obtained from counts representing peak traffic conditions during the morning and evening commute periods.

Scenario 2: Background Conditions - Existing volumes plus traffic from approved but not yet constructed and unoccupied developments in the area.

Scenario 3: Background Plus Project Conditions - Background volumes from Scenario 3 plus project traffic.

Scenario 4: Cumulative No Project Conditions – Existing volumes plus traffic from pending developments in the area. Fehr & Peers will use the AMBAG travel demand model to derive cumulative forecasts.

Scenario 5: Cumulative Plus Project Conditions – Scenario 3 volumes plus traffic generated by the Project.

We propose to use the Synchro traffic analysis software package to analyze impacts. The TIA will also address potential impacts to VMT, transit service, bicycle activity, and pedestrian activity.

Data Collection and Evaluation of Existing Conditions

Fehr & Peers will compile and review the available background documents relevant to the study area, and will meet with City staff to finalize the project work plan. We will collect the following information for transportation facilities within the project area:

Motor Vehicle Traffic:

Fehr & Peers will analyze up to 15 intersections and 4 freeway segments based on project trip generation. The final set of intersections and freeways segments will be selected based on consultation with the City. Our scope does not include the collection of new peak period intersection turning movement count data (vehicle, bicycle, and pedestrian counts) or analysis of more than 15 study intersections. We will rely on readily available intersection count data from recently approved projects in the City as well as recent information available from the CSUMB Campus Master Plan EIR that Fehr & Peers is currently working on. This task includes a site visit to observe peak hour operations, obtain lane configurations, and other site specifics such as physical characteristics of the site and the surrounding transportation network.

Transit, Pedestrian and Bicycle Conditions:

Fehr & Peers will also describe existing transit service, bicycle conditions and pedestrian conditions in the vicinity. We will evaluate how the proposed project will affect conditions for transit service, bicycle conditions and pedestrian conditions.

Evaluate No Project Conditions

Fehr & Peers will evaluate a No Project scenario under Background and Cumulative Conditions. Volumes for Background Conditions will be derived accounting for approved, but not yet constructed projects in the Plan area. The AMBAG travel demand model will be used to develop travel forecasts in the City.

Evaluate Project Conditions:

Fehr & Peers will adjust the volumes developed in the Background and Cumulative No Project scenario to account for improvements to circulation and transportation demand management strategies from the Project. Once estimates of vehicle trip generation have been developed, the directions of approach and departure of trips will be estimated based on the locations of complementary land uses, existing travel patterns in the area, and proposed modifications of the roadway network. The project vehicle trip generation estimates, distribution pattern, and assignments will be refined to respond to comments received from City staff. Intersection LOS calculations will be conducted to estimate the LOS of the study locations during the AM and PM peak hours after completion of the proposed project.

Vehicle Miles Traveled Analysis

We will also calculate the vehicle miles traveled (VMT) associated with the Project and compare it to without-project conditions. Total VMT is directly correlated with greenhouse gas (GHG) emissions and is considered a potentially significant impact by the State Office of the Attorney General. It is also proposed to be considered as a metric to intersection LOS by the California Governor's Office of Planning and Research under SB 743. Fehr & Peers will use 2040 projections of Citywide VMT generation for comparison in terms specified under California's AB 32 climate change law.

Impacts and Documentation

The results of the analysis for the Project will be compared to the results for the corresponding No Project Conditions for the scenarios as described above to identify roadway impacts. Significant transportation

impacts will be identified based on the City of Seaside's impact criteria and in keeping with current state of the practice. If significant impacts are identified, Fehr & Peers will recommend feasible mitigation measures, such as TDM strategies and other innovative methods. The percent of project trips added by up to four individual development projects within the plan area will be calculated for identified mitigation measures to determine the fair share contribution for each development.

The effect of the project on transit, bicycle, and pedestrian facilities will be evaluated in terms of conflicts with existing or planned facilities or creation of hazardous conditions for bicyclists or pedestrians. Similarly, we will ensure efficient linkages with existing and potential future transit, bicycle and pedestrian facilities. We will present specific mitigation measures that ensure adequate pedestrian, bicycle, transit, and automobile circulation within the project site and integration with the area's existing facilities.

The resulting level of service after implementation of the proposed mitigation measures will be quantified.

Utilities/Service Systems

The Utilities section of the EIR will address impacts to infrastructure systems serving the site, through the contact of service providers and the analysis of utility capacity. Specific issues to be addressed include water supply, wastewater conveyance and treatment systems, and solid waste disposal systems. It is assumed that the City's water provider will prepare a Water Supply Assessment in accordance with SB 610, if needed. Wastewater use will be estimated using standard generation factors for residential, commercial, and mixed uses. Solid waste quantities generated during construction/demolition and during project operation will be estimated using generation factors published by Cal-Recycle. If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible.

Task 4.4: Draft EIR

After the City has reviewed the Administrative Draft EIR, Rincon will meet with City Staff to review the City's comments and strategize on how best to address important issues (e.g. future streamlining, SB 743, and project specific analysis). Following this meeting with City Staff, Rincon will respond to up to two rounds of City comments on the Administrative Draft EIR.

After addressing all of the City's comments, Rincon will provide the requisite number of printed copies of the Draft EIR to City Staff for distribution and a PDF file optimized for web posting and public noticing. Rincon will oversee the submittal of the EIR to the State Clearinghouse for the 45-day public review period and will prepare for posting a Notice of Availability with the Monterey County Clerk's office. We assume that the City will be responsible for mailing the Notice of Availability to the Monterey County Clerk, responsible and local agencies, stakeholders, and a newspaper of general circulation.

Task 4.5: Public Comments and Final EIR

Upon receipt of public comments on the Draft EIR, Rincon will prepare responses to comments for City review and prepare the Administrative Final EIR. Responses to comments received on the Draft EIR will be prepared in accordance with CEQA Guidelines 15089. Written responses will be prepared for each comment that addresses the EIR's scope of analysis. General comments or comments not pertaining to the impact analysis will be acknowledged but no further response will be prepared. Rincon will prepare a Mitigation Monitoring and Reporting Program (MMRP), which will be presented as a table listing all mitigation measures, indicating what monitoring actions are required, the department(s) and or agencies responsible for monitoring, and when monitoring is to occur. As necessary, Rincon will modify text or data in the Final EIR based on the responses to comments and as requested by the City.

Prior to certification of the Final EIR, and after receiving comments by City staff on the Administrative Final EIR, Rincon will deliver the requisite number of copies of the Proposed Final EIR in hardcopy, PDF, and Microsoft Word formats. This will be the "hearing draft" version of the EIR for use by the

decision makers when they consider the project for final action. Rincon will assist the City with the preparation of the required CEQA Findings of Fact. Any impacts identified during the EIR process will be identified as significant or insignificant pursuant to the criteria of CEQA and the State CEQA Guidelines. Indirect or secondary impacts of the project shall also be discussed and mitigation measures recommended. Mitigation measures will be described in detail and will be specific to the project. If it is determined that significant and unavoidable impacts related to the Specific Plan would result, Rincon will assist the City with the preparation of a Statement of Overriding Considerations. The Statement of Overriding Considerations will be included as part of the Final CEQA Findings that will be considered by the City Council along with the Final EIR.

Upon certification of the Final EIR and project approval, we will prepare a Final EIR that includes any Planning Commission- or City Council-directed changes, and submit this to the City in printed form and in PDF and Microsoft Word formats. We assume that City staff will be responsible for the preparation and filing of a Notice of Determination (NOD) with the Monterey County Clerk's office.

Task 4.6: Public Hearings

Rincon's principal-in-charge and/or project manager will attend up to three public hearings on the project. Attendance will include oral presentations to the hearing body and graphic presentations, if desired. These hearings can be scheduled and selected at the City's discretion. Rincon will attend additional hearings on a time-and-materials basis, in accordance with our standard fee schedule.

Task 5: Public Outreach

We believe that there are two key processes leading to a successful Community Outreach Plan:

1. Diverse voices from the community are given numerous sincere opportunities to provide meaningful input; and
2. Key members of the community (stakeholders, including the Developer, CSUMB and FOR A officials, other public officials and nearby residents, etc.) are identified and incorporated early into the process to increase "buy-in" and prevent late objections to the plan.

To implement these processes, this community engagement program includes: 1) public meetings; 2) one-on-one interviews with key stakeholders such as members the Fort Ord Reuse Authority, officials from CSUMB, major land owners, and civic organizations; 3) a 4½ - day community charrette, and 4) ongoing electronic outreach, and an additional check-ins with community leaders

Deliverables: Summary Report of Interviews, Steering Committee Meeting Agendas and Meeting Minutes.

Task 5.1: Two (2) Evening Community Workshops

Workshops provide a venue for valuable feedback loops between the Consultant Team and residents. Successful workshops educate, engage, and draw information from participants. Successful workshops also provide validity and legitimacy to the process. In addition to the events of the Design Charrette (described in Task 5.2, below) we will hold two workshops, one early in the process, to introduce the project, and to elicit comments on aspirations, concerns, and opportunities. This is a pre-charrette workshop, will also describe the purpose of the upcoming charrette, and what will be accomplished. The second-workshop, is likely around approximately 2-months after the charrette, and will provide the team an opportunity to review the vision plan with the community to receive feedback.

Deliverables: PowerPoint presentation used to introduce the meetings and notes on feedback received. 25

Task 5.2: Community Design Charrette – 4 1/2 days:

While there will be several opportunities for public meetings, a key component of many of our successful efforts of this type, and one that we recommend for Campus Town Specific Plan process is a 4½-day public design Charrette, conducted in a 'pop-up' design studio, on or near the study area, to be led by Torti Gallas and Partners. This community charrette accomplishes two complimentary objectives: 1) it engages the stakeholders in an immersive design experience; and 2) it saves time **at no additional cost**.

Regarding the first point, the Charrette allows the public more than an opportunity to comment upon the ideas of the consultants. Rather it allows participants to actively contribute to those ideas, simultaneous with the crafting of the plan itself. During the charrette, we will not only present work done to date, but the design team will also be drawing (by hand and in the computer) various options, for participants to comment on.

Here's how the charrette would likely work: Our Team will set up its design studio within the study area, say at a Community Center, or vacant storefront, or at City Hall. We will begin the effort with a Monday evening visual presentation, open to the public, designed to create a clearer understanding and awareness of the issues related to vision planning in a context such as the Campus Town area. As part of the presentation we will show comparable infill plans, and discuss the concept new-urbanist neighborhood design. We will also describe the 'complete streets' concept, so that participants come to appreciate the street, not only as a place to drive, but a place to bike, walk, meet their neighbors, enjoy a coffee, and experience their community. Above all, the purpose of this "kick-off" meeting is to share ideas. The Team will discuss their understanding of the Specific Plan area with the community, and the community will be asked to share its goals for the development of the area.

After the kick-off meeting, we will begin to apply the feedback received and will conduct interviews and closed door meetings with the key stakeholders, institutions, developers and land owners, as well as other outside experts, technical managers from relevant local and regional agencies as necessary. All the while, we'll be drawing plans, and perspectives. By the mid-point of the charrette, we'll have three options for the public to review. They'll be able to comment on them verbally, or if they're the quite type to leave comments on sticky notes, on each plan.

One particular area of study during the charrette will focus on the diversity of housing types that will be required to accommodate the expected population of Seaside in the future (assuming housing as part of mixed-use development is something for which there is community and stakeholder support). Torti Gallas' knowledge of housing types will allow the team to facilitate the blending of housing typologies reflecting the varying needs of large and small families, young professional, and seniors as well as the differences of densities resulting from the hierarchy of adjacent streets. At the same time we will be developing detailed programs matrices that form the basis for the real estate development strategy. All of these drawings, renderings, and program matrices, will be done in-house by the same designers and development consultants who will be subsequently crafting the final plan/report. In addition to tying the general public into this process, it will also facilitate engagement with City Departments, government agencies, the Planning Commission, the City Council.

Among the Charrette objectives are:

- . Illustrate the evolution of plan concepts, neighborhood or civic centers, and strategies for appropriate infill development;
- . Ensure that development reinforces enhanced transit;
- . Create/reinforce complete neighborhoods;
- . Work with the community to get buy in on the appropriate form and scale of infill;
- . Generate multi-modal circulation concepts for the land use alternatives;
- . Evaluate alternatives to determine how well they respond to key issues and opportunities; and
- . Ensure that the City captures the value of development opportunities;

The charrette work will include detailed block planning and streetscape design, as well as the individual building configuration housing typology issues necessary to complete the vision. The resulting buildings/neighborhood will need to be seamlessly woven into the surrounding community (both existing and proposed) by applying urban design and architectural strategies based on the principles of sustainable urbanism.

After the mid-week review that we'll take the best of each plan and combine it into one 'preferred' vision plan, By the end of the week, we will gather feedback at a closing presentation of a series of strategic

plans redevelopment, a “vision map,” identifying possible-sub districts, street types, and key public spaces.

Activities included in the charrette:

- . Kick-off presentation and exercise.
- . Open studio over the entire course of the week allowing direct access to the entire team (except the last day of production).
- . Technical meetings with City departments, outside agencies, etc.
- . Additional stakeholder meetings, as necessary.
- . Creation of conceptual development and design proposals for the opportunity sites within the Civic Core area
- . Topic-specific presentations over lunch (community character, housing, circulation, parking, etc.).
- . Informal evening progress summaries.
- . Concluding presentation.

It is important to know that it is not expected that folks will participate during the entire event. Rather the charrette is structure to allow someone to drop-in once during the week, and provide ideas and feedback, or to participate all of the time. Someone who only has availability on Tuesday at 2PM for one-hour can drop in and speak to one of the designers about what’s happened so far, and to offer their opinions on the direction of the plan. On the other hand, folks are welcome to come every day for as long as they’d like, and if they are so inclined to pick up a marker and draw.

Deliverables: PowerPoint presentations of opening night, mid-point review and final review

Task 5.3 Social Media and Hosted 3D Model Viewing Site

Our team will provide materials the City of Seaside staff to upload to a dedicated web site, managed by the City, and provide narratives and visuals to the City as it prepares project updates and notices of meetings. We will also provide materials for this City to update its social media outlets, such as Facebook and Twitter. The social media platforms will be used to promote project outreach events as well as provide a forum for additional comments.

A valuable tool we will provide is a link to the viewable digital 3D TIMsm model. Located on a web site hosted by Autodesk, the city can link to model which will have pre-selected station points that can be viewed in 360-degrees. An example of this provided to the City of Santa Monica can be found by following the link and the directions <<https://www.smgov.net/uploadedFiles/Departments/PCD/Down-town-Buildout/Santa%20Monica%20Web%20Model%20Instructions.pdf>>This allows another opportunity for interested stakeholders to keep up to date on the progress of the vision.

Deliverables: Social media updates, support for the city’s Web-site, press releases, and an upload of 3D digital model to viewing platform with directions on use.

Task 5.4 Design Center Staffing

Torti and Gallas will provide a staff person at least two days a week, every other week, at the Seaside Broadway Design Center. This staff person will be able to work on other projects while housed in the Design Center, and will also be available to discuss the Campus Town Project, EIR and form based code to any interested persons. From time to time, this person will be available for City sponsored workshops on the plan and other events as required.

Deliverables: Staffing of Seaside Broadway Design Center for two days per week for the duration of the Specific Plan and CEQA effort.

EXHIBIT B
PAYMENT SCHEDULE

Consultant will bill the City monthly

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of AGENCY, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

Note: Verify minimum limit for each coverage with Risk Manager.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

Workers' compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONSULTANT shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.

Umbrella or excess liability insurance. [Optional depending on limits required].

CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at

least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONSULTANT or AGENCY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, AGENCY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders'

Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D
REQUEST FOR PROPOSAL

Attached

EXHIBIT E
CONSULTANT'S PROPOSAL

Attached

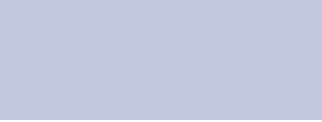
CAMPUS TOWN SPECIFIC PLAN



REQUEST FOR PROPOSALS

TABLE OF CONTENTS

Introduction	4
Background	5
Project Location	6
Project Goals/Scope of Services	7
Selection Criteria	8
Tasks and Deliverables	8
Task 1 – Kick-off Meeting	8
Task 2 – Baseline Studies and Area Analysis	8
Task 2.1 – Circulation and Traffic Study	9
Task 2.2 – Base Map	9
Task 2.3 – Specific Plan Formatting	9
2.4 Opportunities and Constraints Analysis	9
2.5 Area Assets Assessment	9
Task 3 – Prepare and Adopt a Specific Plan	10
Task 3.1 – Vision and District Identification	10
Task 3.2 – Resource Identification	10
Task 3.3 - Prepare Alternative Plans/Urban Design Diagrams	10
Task 3.4 – Prepare Preferred Plan/Urban Design Plan	10
Task 3.5 – Administrative Draft Specific Plan	10
3.6 – Prepare Screencheck Draft Specific Plan/Hearing Draft Specific Plan	11
3.7 Planning Commission Hearing	11
3.8 City Council Hearing	11
3.9 – Prepare Final Specific Plan and Adoption	11
Task 4 – Environmental Compliance	11
Task 4.1 – Technical Studies (historic, biotics, traffic, infrastructure, geotechnical, soils, noise, water, air quality, hazardous materials, etc.)	12
Task 4.2 – Initial Study	12
Task 4.3 – Notice of Preparation and Scoping Meeting	12
Task 4.4 – Prepare Draft EIR	12
Task 4.5 – Public Comments	12
Task 4.6 – Final Program EIR and City Council	12
Task 5 – Community Outreach and Public Information	13
Proposal Contents and Submittal Requirements	13
A. Proposal Contents	13
B. All interested teams shall submit six (6) bound copies of their proposal to:	14



Questions	14
Professional Services Agreement	14
Selection Process	14
Attachments:	14

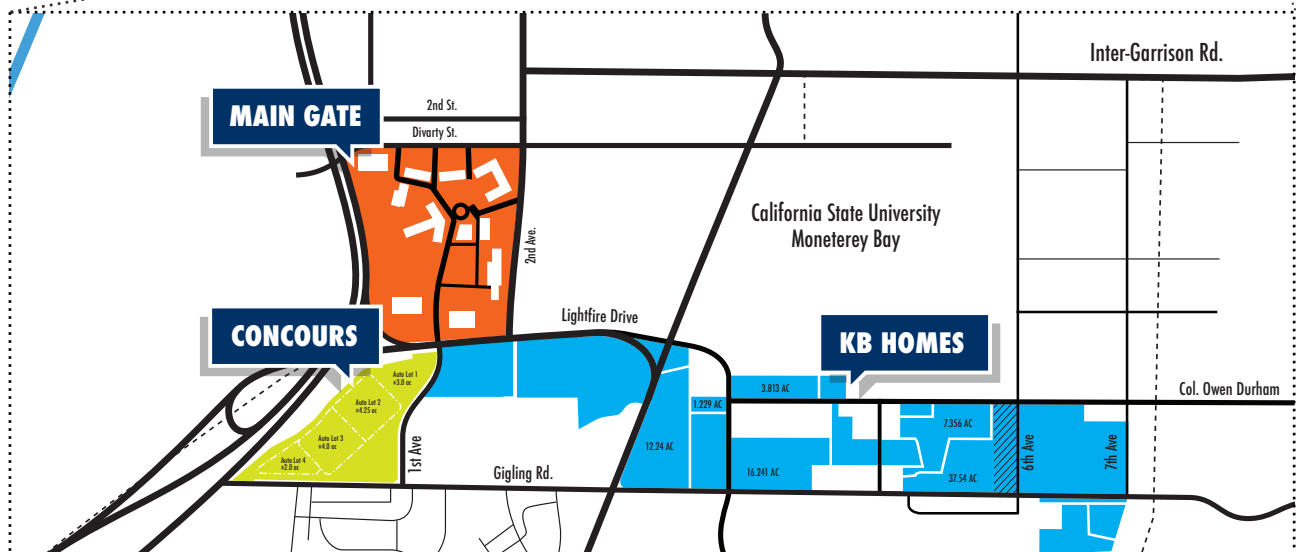
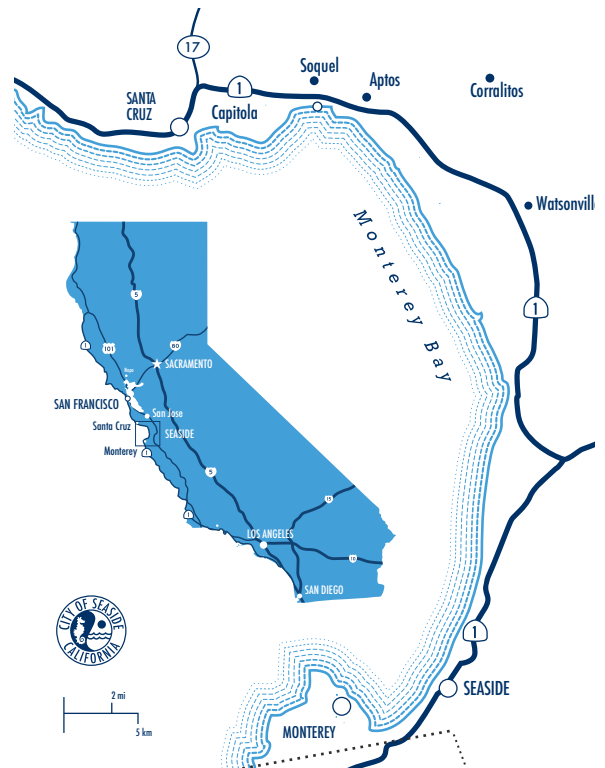
RFP FOR CAMPUS TOWN SPECIFIC PLAN AND CEQA ANALYSIS

INTRODUCTION

In December 2016, the City of Seaside entered into a Purchase and Sale agreement with the KB Bakewell Development Partnership to develop ~85 net acres on the former Fort Ord Army Base. This development is directly south of the California State University - Monterey Bay campus, and will be designed to provide arts, entertainment, retail, recreation and housing opportunities to students, faculty and to the region at-large. This development is a once in a century opportunity for the City of Seaside.

Proposals are due Friday, June 16, 2017 at 4 pm.

The City of Seaside invites firms with substantial experience with developing Specific Plans, Economic Development, and Environmental Compliance to respond to the Request for Proposals to prepare the Campus Town Specific Plan and appropriate California Environmental Quality Act documentation. Experience in working with Base Closure and Realignment



Commission (BRAC) areas and with BRAC associated Reuse Authorities will be given special consideration

BACKGROUND

The City of Seaside is located adjacent to Monterey Bay, approximately 115 miles south of San Francisco and directly north of the City of Monterey. Highway 1, the major north-south transportation route along the central coast, passes through Seaside, linking it to other cities on the Monterey Peninsula and Santa Cruz County to the north. Salinas, the largest city in Monterey County, lies 15 miles northeast of Seaside. The City of Seaside encompasses 7.94 square miles. The City's current population is approximately 35,000; the City's population is projected to increase to 42,903 with buildout projected in the General Plan. The population totals over 133,000 within approximately a five-mile radius of the City.

Formerly a part of the now closed Fort Ord, the Seaside Campus Town property been deeded to the City for development by the Fort Ord Reuse Authority (FORA) and the U.S. Army. Since its closing in 1992, the former Army Base has seen the creation and growth of the neighboring California State University at Monterey Bay (CSUMB), as well as the development of new housing and commercial development. To serve the former Base, millions of dollars have already been invested in new roads and infrastructure, with more major improvements planned in the future.



Since the initial closure of the Base, the City has been successful in acquiring the 36-hole championship Bayonet and Blackhorse Golf Courses from the Army, as well as redeveloping the Seaside Highlands housing area, a former Army property. Other redevelopment projects in the development or planning stages on the former base within the City's jurisdiction include a military family residential development area currently under construction, a 330-room destination resort hotel with 170 timeshare units and 125 single-family homes adjacent to the golf courses, as well as plans for the 60 acre Main Gate parcel and nearby mixed use development areas. In the nearby area, significant redevelopment is also underway or planned for the near future. Immediately east of the site, and at the northern limits of the current City boundary is CSUMB, a State university campus. In addition to existing educational campus facilities, CSUMB plans include housing for approximately 3,000-3,500 staff, as well as government employees and their families. Another major development area located immediately north of the site is the proposed Marina University Villages Project Area, planned for mixed used development including over 1,230 housing units, as well as office, visitor and commercial uses. Other residential or mixed use projects approved or planned in the former Fort Ord and in the project vicinity include the Cypress Knolls Senior Housing Project and the Marina Heights residential project in Marina and the East Garrison housing and limited mixed use project in Monterey County.

The Campus Town project is expected to serve residents, visitors and students in a "new urbanist" community. Key elements of this development will be focused on providing amenities for students and faculty. The project also will seek to provide housing at a density that will allow residents to utilize transit and other transportation modes to access area jobs. Finally, the project will provide the workspace for those students and faculty that are commercializing technology developed at CSUMB.

PROJECT LOCATION

The proposed Project area is ~85 net acres near the freeway interchange at Lightfighter Avenue and Highway 1. Bounded by Lightfighter to the north, Gigling road to the South, 1st Avenue to the West and 8th Avenue to the East, this large infill project will replace a dilapidated portion of



the former Fort Ord Army Base. Most of the property will have views of the Monterey Bay, Moss Landing, Elkhorn Slough and the Fort Ord National Monument. The property is immediately to the south of the CSUMB Campus and only minutes from most of the popular Monterey Bay visitor attractions.

PROJECT GOALS/SCOPE OF SERVICES

The City desires to create a mixed-use, new-urbanist development with a horizontal and vertical mix of uses designed to interact with the adjacent California State University – Monterey Bay campus. This project will be adjacent to proposed major transit routes, a new State Park at the Seaside Dunes, and will serve as a key entry point for the recently designated Fort Ord National Monument. The City seeks to create a development that provides arts and entertainment, retail, housing, visitor lodging and employment space for the University student population. The project also will have elements of Transit Oriented Development, Mixed Use Development and will be designed to increase the overall economic opportunity available in the region.

The City Desires to:

- a) Create a strong “sense of place” and community identity that integrates well with the adjacent University;
- b) Increase the availability of arts and entertainment destinations, work opportunities, entrepreneurial opportunities, housing opportunities and visitor opportunities available to students and faculty at the University and to the region as a whole;
- c) Provide quality housing for those working at the university and those working throughout the region in such a way that transit, bicycling, ride sharing and other transportation options are viable for the residents of this development;
- d) Provide new employment and mixed-use opportunities for the region; and
- e) Attract visitors, regional shoppers and high quality employment opportunities to strengthen the City’s tax base.



- f) To complement the Monterey Bay and the natural beauty near this property.

As part of the Specific Plan, the City expects proper CEQA documentation to be completed. The City has already hired an economics firm (Kosmont Companies) to provide economic and fiscal analysis of this project.

SELECTION CRITERIA

The City is looking for a quality consultant team with substantial experience in the development of Specific Plans, CEQA, smart growth, form-based codes and comprehensive approaches to traffic, transportation and traffic controls. The development of this Specific Plan will require a transparent process that includes multiple opportunities for public input and careful development of a vision that can work for the community, the region and the university.

City staff, depending on the number and quality of proposals received, will select proposals for further review based on the consultants qualifications, related experience, budget, schedule and quality of previous work product. City staff may invite finalists for interviews or may select a preferred firm for City Council consideration.

TASKS AND DELIVERABLES

The Scope of Services to be provided by the Consultant shall include, but not be limited to, the tasks listed below.

Task 1 – Kick-off Meeting

The consultant team, City Staff, developer staff and key individuals from the Fort Ord Reuse Authority and CSUMB will meet to determine the format and structure of the Specific Plan. The Consultant, prior to the meeting, will complete a comprehensive review of the current General Plan, the Fort Ord Reuse Plan, and the CSUMB campus-wide plan.

Task 2 – Baseline Studies and Area Analysis

Consultant will work with the Developer, FORA, CSUMB and the City to obtain all project information required to understand the proposed project, the goals of the various entities involved and the best path to success in achieving these goals. The project partners will provide the consultant with maps, documents, economic analysis, identify key stakeholders, and other information as required by the Consultant.

Task 2.1 – Circulation and Traffic Study

The Consultant will prepare a study of the internal circulations on site, and the traffic impact of the proposed project on adjacent roadways. The analysis will include an assessment of the parking, travel characteristics and patterns, access needs, optimal linkages and key infrastructure of various modes of transportation including pedestrians and cyclists.

Task 2.2 – Base Map

The Consultant will develop a base map that shows the parcel lines, street locations, existing building footprints on adjacent parcels, proposed land uses and intensities and proposed site plan. This map will be used throughout the project for various mapping and design exhibits.

Task 2.3 – Specific Plan Formatting

The Consultant and City staff will complete a draft outline for the Specific Plan. This outline will be used to prepare the Specific Plan and will serve as a broad outline of the project plan.

2.4 Opportunities and Constraints Analysis

Working with the City's economics consultant, the developer, FORA and CSUMB, the Consultant will conduct an analysis of the projects constraints that could potentially impede the projects goals and objectives, as well as opportunities that may be useful expansions to the overall scope of development. This will include an analysis of infrastructure needs for the project area.

2.5 Area Assets Assessment

As this development will take place in an area with a growing university and several ongoing residential and retail developments, the Consultant will conduct an assessment of area assets. This effort will help the City and Developer avoid overlapping or competing in similar markets to neighboring development. It will also ensure that the project has the best economic outcome for the community. Some of this effort will be completed by the City's Economics Consultant and careful coordination between the Specific Plan Consultant and Economics Consultant will be required.

Task 3 – Prepare and Adopt a Specific Plan

Task 3.1 – Vision and District Identification

Staff and the consultant will prepare the first chapter of the specific plan describing the overall vision for the area, the pedestrian and streetscape environment, connectivity to transit, bicycle facilities, land use, gateway elements, signage, building placement and floor area ratios. The chapter will also explain the use of form-based zoning and the advantages of this approach in this development context. The chapter should also include some sketches, illustrations and photographs designed to reinforce the preferred vision.

Task 3.2 – Resource Identification

The Consultant will conduct an assessment to identify natural, cultural, historic and economic assets in and around the project site. These assessments will be integrated into the Specific Plan. The plan will include an “Existing Conditions” chapter and this assessment will be used as foundational information for the completion of the plan.

Task 3.3 - Prepare Alternative Plans/Urban Design Diagrams

The Consultant will develop up to three alternative land use and urban design concept diagrams for the Specific Plan area that show contrasting methods for the development of this site, including the pedestrian and streetscape environment. This analysis will be a high-level macro analysis of these contrasting methodologies and deeper analysis will only be completed for the preferred alternative.

Task 3.4 – Prepare Preferred Plan/Urban Design Plan

The Consultant will create a preferred land use and urban design alternative based on input from various stakeholders, the City and the Developer. The plan will consider traffic, transportation, infrastructure, design and integration with the University campus. The preferred plan will include realistic development programs and will serve as the basis for land use and design direction in the final plan.

Task 3.5 – Administrative Draft Specific Plan

The consultant will prepare an Administrative Draft Specific Plan that incorporates stakeholder and community input, input from FORA and CSUMB and City staff input. The Consultant team will compile the Administrative Draft Specific Plan including

existing conditions analysis, goals, description of the planning process, urban form criteria, permitted land uses, development standards, transportation and circulation, parking, design guidelines, infrastructure plan, public improvements, streetscape guidelines, implementation measures and an administration chapter.

3.6 – Prepare Screencheck Draft Specific Plan/Hearing Draft Specific Plan

Following the City's review of the Administrative Draft Specific Plan, the Consultant will produce a Screencheck Draft Specific Plan. This plan will be reviewed and after appropriate adjustments are made, will become the Draft Specific Plan used for hearings.

3.7 Planning Commission Hearing

The Draft Specific Plan will be circulated and made available to the public for comment per the City of Seaside Municipal Code and CEQA. The Consultant will assist the City in presenting the Hearing Draft Specific Plan and associated CEQA documents (project EIR) to the Planning Commission.

3.8 City Council Hearing

The Consultant will assist staff in presenting the Hearing Draft Specific Plan and associated CEQA documentation to City Council. Following the action taken by City Council, the consultant team will make the final edits and modifications to the document.

3.9 – Prepare Final Specific Plan and Adoption

Final edits will be incorporated and City Council will be provided with a final Specific Plan for adoption.

Task 4 – Environmental Compliance

As part of drafting the Specific Plan, the Consultant will complete all necessary CEQA analysis required to fully entitle the preferred plan. The CEQA tasks are expected to run concurrently with the development of the Specific Plan as time is of the essence.

Task 4.1 – Technical Studies (historic, biotics, traffic, infrastructure, geotechnical, soils, noise, water, air quality, hazardous materials, etc.)

Consultants will prepare any necessary technical studies for full analysis of the Project impacts and needed mitigation measures. The technical studies will analyze only the preferred plan.

Task 4.2 – Initial Study

Based on a Project Description prepared for the Project early in the process, Consultant will conduct an initial study of environmental conditions and potential impacts. The Initial Study is expected to conclude that a Project Level EIR is the appropriate CEQA document for the Project. This EIR will be a subsequent EIR to the Fort Ord Base Reuse Plan EIR.

Task 4.3 – Notice of Preparation and Scoping Meeting

Consultant and City staff will prepare the Notice of Preparation for the EIR giving public and agencies the opportunity to comment on the scope of work. The City will hold scoping meetings during the required 30-day review period.

Task 4.4 – Prepare Draft EIR

Consultant will prepare the Draft EIR for the Specific Plan based on the initial study, technical studies and any scoping comments from public agencies. The draft will undergo an internal review before it becomes an external document. The EIR will cover the activities outlined in the Specific Plan.

Task 4.5 – Public Comments

Staff will coordinate with the Consultant to provide multiple opportunities for public input into the plan and EIR. The Consultant will obtain the response to comments in writing (via mail, email and other online methods of submission as appropriate) from the public and these comments will be incorporated into the final document. Staff will coordinate the outreach on the Specific Plan and EIR with assistance from the Consultant.

Task 4.6 – Final Program EIR and City Council

Consultants will prepare a Final EIR after incorporating any revisions and comments during the draft review period. The consultant will prepare a mitigation program and mitigation monitoring program as needed. The consultant will also prepare statements of overriding consideration for City Council consideration if the

cumulative condition should result in a significant unavoidable impact. Concurrent with approval of the Specific Plan, the Council will certify the EIR for the Project.

Task 5 – Community Outreach and Public Information

The Consultant will work with staff to provide multiple outlets for gathering input from stakeholders, residents and interested parties. These outlets should include public meetings, workshops, print materials, mailings, website(s), and other methods as agreed upon. Stakeholders and other interested parties should be introduced to key design elements, economic projections, likely tenants or tenant type, traffic, circulation, parking, multi-modal transportation options, traffic controls (especially those that are not typical on the Central Coast), building massings, architectural style as well as items of interest to key stakeholder groups.

PROPOSAL CONTENTS AND SUBMITTAL REQUIREMENTS

A. Proposal Contents

- Cover Letter;
- Detailed Scope of Services providing a description of all the work tasks required to complete the project, including a statement of understanding of the work involved;
- A description of the firm qualifications and experience in managing similar projects;
- A description of the project team including resumes of key personnel;
- At least three recent references for key projects;
- A schedule to complete all of the tasks. The schedule should reflect an understanding that the City would like to accelerate this project to the extent practical, and include the amount of time required for each task including reasonable time for City staff to review.
- Detailed budget, including project milestones and the expected payment for each milestone. Include a total “not-to-exceed” amount for completing the entire budget. The cost proposal shall be signed by an official authorized to bind the firm and shall contain a statement that the fee proposed is valid for the entire project if the project begins within 90 days.

B. All interested teams shall submit six (6) bound copies of their proposal to:

Kurt Overmeyer,
Economic Development Program Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

All proposals must be received no later than Friday, June 16, 2017 at 4:00 pm. Electronic submissions are acceptable. Postmarks will not be accepted.

QUESTIONS

All questions regarding this RFP should be directed via email to kovermeyer@ci.seaside.ca.us. All questions and answers will be distributed to any person or firm who has expressed interest. Any questions must be submitted no later than Friday, June 16, 2017.

PROFESSIONAL SERVICES AGREEMENT

The City's standard form Professional Services Agreement is available on request.

SELECTION PROCESS

A Selection Committee will be established composed of City Staff. The proposals will be evaluated by the criteria described in the Request for Proposals (RFP). Any firm(s) selected for further review may be invited for an interview or may be asked for further information for internal review. The final selection will be approved by City Council at a yet to be determined date. Final action will include the selected applicant entering into an agreement.

The City of Seaside reserves the right to reject any and/or all submittals, waive provisions of this RFP, issue subsequent RFPs, cancel the RFP, waive technical errors in responses to this RFP and negotiate with any, all or none of the respondents to this RFP.

ATTACHMENTS:

1. Model Professional Services Agreement
2. Proposed Project Area and Context Map



**TORTI
GALLAS +
PARTNERS**

Response to Request for Proposal for

City of Seaside

CAMPUS TOWN SPECIFIC PLAN

DUE: FRIDAY, JUNE 16, 2017
4:00 PM

SUBMITTED TO:
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Attn: Kurt Overmeyer
Economic Development
program Manager
kovermeyer@ci.seaside.ca.us

SUBMITTED BY:
Neal I. Payton, FAIA
Torti Gallas + Partners, Inc.
601 West 5th Street
Suite 600
Los Angeles, CA 90071
npayton@tortigallas.com
(213) 607-0070



June 16, 2017

Kurt Overmeyer
Economic Development Program Manager
City of Seaside
440Harcourt Avenue
Seaside, CA 93955

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Michael D. Rollison

EMERITUS

Tunca Iskir
Sylvia S. Munero

Re: Request for Proposal - Campus Town Specific Plan

Dear Mr. Overmeyer and Members of the Selection Comm:

We are pleased to submit our Team's proposal for the Campus Town Specific Plan. Our firm, Torti Gallas + Partners, will lead the Team, and will be joined by three outstanding Consultants, Rincon, Fehr and Peers and Whitson Engineers, to assist the City with its goals for this challenging effort. We are committed to completing this task with the key personnel named in this response. We can provide such assurance because we have been in business since 1953 and ascribe our longevity, in part, to the quality and practicality of our work, the strength of our project management and our ability to honor the commitments we make.

We are excited by the opportunity presented in this RFP because we believe that the Campus Town Specific Plan will result in the nurturing of a distinct sense of place that is informed as much by the site's location, overlooking Monterey Bay, as it is by its program. We imagine a walkable and bikeable community that offers a range of housing and workplace options; one that is sustainable and accessible to the CSUMB workforce and its families. We imagine a range of building types and façade varieties that provide comfort and utility to the residents, while also framing the street and other public spaces where neighbors and residents can stroll, have chance encounters and build the bonds of long-lasting communities. We imagine streets that frame views of the Bay or distant mountains and foresee public spaces that connect these natural vistas to the neighborhood, embedding themselves into the collective consciousness of the community

Our 64-year history, coupled with our award winning track record, gives us six-essential qualities to maximize your project scope:

- Unmatched national experience in designing and implementing master plans in public, mixed-income, mixed-use and new-urbanist neighborhoods. We have planned and provided urban design services for over 1,500 communities throughout the United States and received close to 20 Charter Awards from the Congress for the New Urbanism, more than any other firm. It also includes experience with Specific Plans in such places as Redlands, CA, the Boyle Heights neighborhood of Los Angeles, as well as multi-year effort with the City of Santa Monica on its new Downtown Specific Plan.

Architects of a better world.

TortiGallas.com

601 West 5th Street, Suite 600 | Los Angeles, California 90071 | t 213.607.0070
LOS ANGELES SILVER SPRING WASHINGTON DC TAMPA ISTANBUL



- Experience in working with re-use authorities on BRAC'd lands in places like Naval Training Center in San Diego, Orlando Naval Training Center (now known as Baldwin Park) and the historic Walter Reed Army Hospital in Washington, DC.
- Experience with Form-Based Codes, with successfully adopted and functioning codes around the nation from Hawaii to Long Island, including one that was the recipient of the annual Driehaus Award, the highest honor given by the Form-Based Codes Institute.
- A deep commitment to projects in which a high sustainability approach to urban regeneration is embedded, with an actionable and implementable plan for going forward.
- The energy, passion and curiosity to be innovative and think on our toes when it comes to taking holistic and inventive yet implementable project approaches.
- Local expertise: not only are we familiar with the site area because of our work on the planning and designing of military family housing neighborhoods (e.g., Hayes, Upper Stillwill, etc) adjacent to the area that is the subject of this study, but we have assembled local team members who are prepared to hit the ground running including:
 - **Rincon**, who, among other things, was the primary author of the EIR for the City of Seaside's General Plan;
 - **Fehr and Peers**, who has worked closely with the City of Seaside, as well as CSUMB, on recent planning efforts, including the West Broadway Specific Plan and the CSUMB Campus Master Plan; and
 - **Whitson Engineers**, who has worked on over 17 separate assignments within the Former Fort Ord area and worked with several of the public agencies located in the City of Seaside.

We embrace collaboration: with clients, citizens, residents, community leaders and design teams. We also embrace context and have demonstrated time and again our commitment to full implementation.

Included with this submission are several project examples. However, this work represents the proverbial 'tip of the iceberg'. There is more to share and to discuss. We look forward to that possibility and to the opportunity of meeting with you to learn more about the particular dynamics of this effort. Please do not hesitate to call me at 213-607-0053 or email me at npayton@tortigallas.com if you have any questions. In the meantime, many thanks for your interest in our Team and review of our qualifications.

Sincerely,

A handwritten signature in blue ink that reads "Neal Payton". The signature is fluid and cursive, with the first name "Neal" and last name "Payton" clearly distinguishable.

Neal I. Payton, FAIA, LEED AP BD+C, CNU-A
Principal

Table of Contents

I. SCOPE OF SERVICES.....5

 Understanding of the Problem5

 Approach7

 Detailed Work Plan & Description of Services to be Provided9

II. FIRM QUALIFICATION AND EXPERIENCE..... 27

 Team Organization27

 Torti Gallas + Partners.....28

 Rincon44

 Fehr & Peers47

 Whitson Engineering.....53

III. PROJECT TEAM 59

IV. REFERENCES.....76

V. PROJECT SCHEDULE 77

VI. BUDGET 78

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UNDERSTANDING OF THE PROBLEM

The City of Seaside has issued a Request for Proposals for the creation of a Specific Plan with a Form-Based Code to guide the future development of an 85-net acre site referred to as the Campus Town area. This assignment will necessitate the update of existing land use and development regulations in the context of a twenty-year old Reuse Plan put forward by the Fort Ord Reuse Authority (FORA). The resulting Specific Plan will be based upon a “new urbanist” paradigm, characterized by pedestrian amenity, a flexible mix of uses, networked thoroughfares and well-defined public spaces. In short, a recipe for a sustainable and joyful public realm, with a strong “sense of place” that is well integrated with neighboring CSUMB.

As a result of this effort, we understand that the city expects to increase opportunities to live, work and play in the area, in a manner that can be accessed by transit, biking, walking and other transportation options. A variety of housing types, especially for those working at the university, or throughout the region, is anticipated to blend comfortably within the surrounding context. At the same time, we imagine that there is a desire for a sufficient range of possible building types and densities to support more robust bus service, more mixed-use opportunities and employment centers, with synergistic relationships to the university and to walkable urban areas.

The Torti Gallas team is no stranger to such assignments, with over two decades of award winning work in the refilling and revitalizing of suburban retail areas. In fact, Torti Gallas has received more Charter Awards from the Congress for the New Urbanism (CNU) than any other firm in the nation.

Nor, as is evident from our qualifications, is our team a stranger to the City of Seaside.

- Locally based EIR team member, Rincon, is the author of the city’s General Plan EIR lending an easy transition and strong efficiency to the required Specific Plan EIR.
- San Jose based, transportation consultant, Fehr and Peers, has worked closely with the City of Seaside, as well as CSUMB, on recent planning efforts, including the West Broadway Specific Plan and the CSUMB Campus Master Plan. Through these studies they have gained a deep knowledge City’s travel patterns and relation to new land use changes. They will work closely with the entire Torti Gallas team to develop a range of innovative transportation solutions that effectively address not only existing but also expected future needs in the area.
- Locally based civil engineer, Whitson Engineers, has worked on over 17 separate assignments within the Former Fort Ord area and worked with several of the public agencies located in the City of Seaside.
- And we, Torti Gallas + Partners, were the planners and architects for the redevelopment of several neighborhoods serving military families that were developed by Clark Realty Capital as part of the military’s family housing privatization program. These neighborhoods include Upper Stillwell, Hayes Park and Doe Park, the latter of which is directly across Gigling Road from the site area.

In addition, Torti Gallas has experience with a number of BRAC’d developments around the nation, including Naval Training Center in San Diego, the Orlando Naval Training Center (now known as Baldwin Park) and the historic Walter Reed Army Hospital site in Washington, DC.



VIEW OF HOUSING AT FORMER NTC SAN DIEGO DESIGNED BY TORTI GALLAS + PARTNERS

We also have experience crafting Specific Plans in California and other states as well as Form-Based Codes. Form-based codes contain comprehensive design standards for both the private and public realms. Their method of regulating land uses is more flexible and conducive to rapidly changing sociological and economic contexts. When combined, form-based codes design standards and land use regulations provide a concise recipe(s) for predictable fulfillment of a community's vision.

However, a form-based code that is not properly reconciled with other development-related regulations – both in terms of design and procedural provisions – results only in confusion and delay. Worse yet, the code's improved design standards may be misapplied or not applied at all. In those cases, the desire for improved design and land use regulations has, instead made only a marginal improvement and quite possibly instituted a disincentive to investment. In this case, the Form-Based Code will need to build off of the Fort Ord Regional Design Guidelines, that were adopted last year by F.O.R.A.

While the Code must be artfully drafted, it must also be developed with the maximum input of the stakeholders, both nearby residents, business owners, city officials, both elected and staff, as well as others who have something to offer the process. The process must be transparent and participatory. But it must also be guided and led by a team with countless years of experience working with community and stakeholder groups to arrive at consensus and, just as importantly, a useful and implementable result.

APPROACH

We have crafted a scope of work uniquely tailored to the task at hand, i.e., to create the Specific Plan and form-based code, to shepherd it through the CEQA process and to assist the getting to adoption. However, the scope we present has also been influenced by a set of principles that is overarching to our work. While these principles are applied to all of our efforts similar to this, they have been considered anew for this particular exercise. These principles include the mandate to:

Create a distinct sense of place. A sense of place results when design and development protect and incorporate the distinctive character of a community and the particular landscape, architectural character and cultural milieu in which it is located. For example, we understand that the Campus Town Specific is near proposed transit routes, the new Ford Ord Dunes State Park and the CSU Monterey Bay campus. The site will serve as a key entry point for the recently-designated Fort Ord National Monument.

There will be many scales of opportunity for creating character and identity in the Specific Plan area. At the smallest scale, individual sub-neighborhoods will be identified by the civic spaces and amenities in their immediate vicinity. Informed by topography and geography, these civic spaces will provide one scale of “place”. These places – which emerge from the design of the public spaces themselves (streets, plazas) and by the architecture of the buildings that surround them – should reflect the regional identity of the Monterey Bay region. In our work for Monterey Military Family Housing, that meant understanding how the California craftsman tradition could be repurposed, yet updated to reflect contemporary construction technologies, an experience that we will bring to bear in the design guidelines for this effort. It also meant preserving and celebrating views of the Bay. For example in the adjacent military family housing neighborhoods, we provided distinct public places at those spots with the very best views as to everyone, not just a lucky few.

Creating such parks also meant considering how they would be used. Programming them for kids of all ages, for example, we’ve designed “bike parks” that are dedicated spaces where toddlers learn to ride a bike; along with “traffic gardens” where older kids can learn the rules of the road by operating little pedal cars or small bikes. Speaking of which, we will need to consider how the Plan can be designed to take advantage of existing bike trails, and in particular, the Pacific Coast multi-modal Trail and the Fort Ord Reuse Master Plan trail system. These will help to tie the site area into the opportunities provided in the greater region.

Build for permanence. This is an ethic that has begun to seep into of American culture as we attempt to build and live in a more sustainable manner. Unlike the generation of buildings that characterize classic American sprawl development, all new built projects should be conceived of as permanent and subject to management and renewal, rather than demolition, where appropriate. This goal recognizes the great expenditures of human energy, capital and material resources that it takes to develop a building. It also recognizes that the



Campus Town area's identity will be formed partly by buildings and neighborhoods that age gracefully over time, and by the architectural and landscape details that make these places unique. The form-based code that accompanies the Specific Plan should recognize that buildings will naturally change their use over time, but when built for the long haul, character will be added as they age.

Design for Diversity. The spatial and land use composition of the Campus Town Specific Plan area must be considered against the backdrop of the complex physical and land use needs of the rapidly growing Monterey Bay region as a whole. On a macro scale, a diverse range of building and land use typologies are required — from single-family houses to multi-family, to live-work, and mixed-use to stand-alone retail and office uses, among others. Translating that set of uses into a Specific Plan and code that allows them to co-mingle and even change in a manner that supports the evolution of an authentic community with great streets and public spaces. It should allow for a variety of age and income groups to comfortably inhabit the same thoroughfare. In some cases building types should be dedicated to multiple-use regardless of the primary use, and should be programmed to promote an 18-hour, 7-day-a-week, 52-week a year, civic life.

Design for walkability. At 84 net acres (but probably more like 160-acres when the outparcels are aggregated into the area, the site encompasses parts of two-walkable neighborhoods (defined by radius from the center of the neighborhood to its edge as the distance one can walk from 5-minutes, or ¼ mile). Within this dimension, one should not only find the diverse set of buildings and uses described above, but should find it easy, indeed joyful to traverse the distance on foot. Parking locations and concentrations should reinforce the walkability network. Design standards should result in buildings of a scale that acknowledges the speed of human motion, which includes detail and variety that can be seen at the speed of 3 mph. The spatial experience of the street, particularly its sidewalk, should be considered to ensure that adequate space is provided for it. It should also be gently embraced with buildings and landscapes that are pleasant and welcoming. This does not mean that every street should be designed in the same manner. Delivery trucks and parking lots have to have a place in the Campus Town Specific Plan area, as do calmer and more walkable streets. Knowing where and how to establish that hierarchy of streets is a key component to the form-based rules.

Design for Sustainability. Designing a walkable community is a good first step towards sustainability, but by itself, is simply not enough. The region's reprieve from drought conditions is likely temporary, meaning that new development must be conceived to ease the burden on water supplies. Drought tolerant, water-efficient landscape strategies must be a part of a properly calibrated form-based code for the Campus Town area. The sustainable solutions will require the expression of the range of applications in a graphic manner in the design guidelines. While we are strong believers in performance-based sustainability guidelines (i.e., setting standards with individual flexibility on how to achieve them), we nonetheless believe that developers and builders will need guidelines in how to achieve these standards. Landscape palates may be tailored toward native or adapted species. The design of neighborhood-wide thoroughfares that encourage walking, biking or public transport (e.g., sidewalk design and bike trails) will also be important, as will site designs that minimize the visual impact and heat island effect of large surface parking lots or garages.

Test and Vet the Form-Based Code. Our Town Information Modeling (TIM)[®] Process is a great way to manage the complex weave of design code with program information. With this system a 3D-digital model of the site and possible buildout is created with Civil 3D and Revit, and linked to a database that can keep schedules and track everything from gross square footage of buildings to linear feet of thoroughfare paving. Moreover, provided with digital topography we can also craft the Codes to maintain and respect view corridors. We will create a model with a 100% buildout, and of the Campus Town area that will have a precise calculation of square footage per building and per lot. If we change the site coverage or setback line, or any other feature, we can adjust the model and immediately have a new gross square footage or unit count while examining the effect on the view corridors or special enclosure.

DETAILED WORKPLAN AND DESCRIPTION OF SERVICES TO BE PROVIDED

Task 1: Kick-Off Meeting

Collaboration with the City of Seaside, the Fort Ord Reuse Authority (FORA), and CSUMB (collectively: Staff), begins at Day 1 and ends when the project is completed. It is regular, it is systematic and it is on-going. At the kick-off, the Team will meet with Staff to confirm assumptions, clarify any outstanding scope issues, determine the availability of data and collect data and electronic resources, and determine the format and structure of the plan. In advance of the meeting, we will:

- Send for discussion, examples of other Specific Plans on which we've worked, or ones by others that we admire;
- Revise the project timeline, for review and refinement; and
- Complete a comprehensive review of the current General Plan, the Fort Ord Reuse Plan and the CSUMB campus-wide plan, and create an issues tracking matrix that identifies key issues to keep in mind as the Specific Plan is created.

At the kick-off meeting we will discuss the critical issues likely to affect redevelopment, including existing uses, ownership patterns and natural amenities on or adjacent to the site as well as the Kosmont real estate analysis. At this time, we will also confirm methods for checking in with various departments and/or agencies, and create a regular schedule of meetings and Progress Reviews.

Deliverables: Meeting Agenda, Project timeline and schedule, Issues Tracking Matrix and Meeting Minutes with Next Steps

Task 2: Baseline Studies and Area Analysis

As a first step, following our Project Kick-Off Meeting the Torti Gallas Team will gather and review all relevant planning and design materials affecting the site area and inventory them. These will include, among other things, Fort Ord Reuse Plan, the assessor parcel maps; property ownership and contact information; site boundary; existing General Plan designations, zoning districts and related development standards; topography; aerial photography; surrounding land uses; street improvement plans; other circulation and infrastructure plans; relevant design studies; GIS base map and applicable GIS layers and attributes; and the recently prepared Kosmont Companies Retail Market report.

Task 2.1 Circulation and Traffic Study

We understand that Transportation is a key issue in and around Seaside. Traffic volumes have increased sharply in recent years, leading to increased traffic congestion. Traffic and parking concerns are commonly raised with new development proposals. The area around the CSUMB campus also experiences high levels of transit, walking and bicycling activity and provides access to nearby shopping and recreation opportunities.

For these reasons, and because of their familiarity with the area, we have asked Fehr & Peers to lead the development of the circulation and traffic study as part of this task. Specifically, Fehr & Peers will:

- Conduct an analysis of expected vehicle trip generation and person-trip generation of the proposed project.
- Evaluate multi-modal access, connectivity, and circulation for the study area with an emphasis on site access improvements to serve the surrounding area and providing access to the CSUMB campus.

Based on this analysis, Fehr & Peers will make recommendations for transportation circulation and connectivity improvements, transportation demand management measures; and parking demand management measures.

- **Multi-Modal Circulation and Connectivity.** The purpose of this component of Task 2.1 is to address traffic and circulation issues, including access and connectivity for all travel modes as well as the elderly and disabled. As a first step, Fehr & Peers will review local transportation and traffic data that has been collected from previous studies. Data will include information from the Seaside General Plan and the CSUMB Campus Master Plan, as well as other transportation impact analysis studies that have been completed on the area. No new data collection is assumed as part of this task.

Fehr and Peers will identify key transportation issues and opportunities, and we will make recommendations that improve multimodal access and circulation within the plan area. Recommendations will include transportation demand management (TDM) strategies to reduce impacts of vehicular traffic on the project area.

- **Trip Generation.** Fehr and Peers will prepare vehicle and transit trip generation projections for up to two land use alternatives using specialized tools and the latest research to capture the unique characteristics of mixed use/infill/TOD developments. Fehr & Peers will use our MainStreet trip generation tool to determine the effects of the proposed mix of land uses on traffic and person trip making. The MainStreet tool will be used to estimate vehicle and person trip generation within the context of the land uses and travel patterns in the study area. MainStreet is Fehr & Peers' new software platform for calculating trip generation for mixed-use sites. The methods most commonly used by traffic engineers to estimate the trip generation of proposed developments exaggerate the impacts of projects that have a balanced mix of land uses, compact design, good neighborhood connectivity and walkability, location efficiency and the variety of transportation choices offered. MainStreet reduces this bias and more accurately portray the traffic impacts of mixed use, compact, infill and transit oriented development proposals. MainStreet is tailored to mixed-use projects and incorporates ITE methods (ITE Trip Generation Manual, 9th Edition), NCHRP 684 and the EPA's mixed-use trip generation methodology.
- **Vehicular Traffic.** Vehicular traffic conditions in the area will be summarized from recent studies. Where reported from other sources, Level of Service (LOS) analysis for existing conditions will also be noted at key intersections in the plan area. Based on existing vehicular traffic conditions, a preliminary list of potential transportation improvements will be developed for consideration as part of the Specific Plan project.
- **Transit Ridership.** Fehr & Peers will prepare ridership projections by travel period and commute direction for all MST transit routes in the Specific Plan area.
- **Pedestrian and Bicycle Site Access Improvements.** Fehr & Peers will recommend locations for enhanced pedestrian and bicycle crossing treatments of existing facilities, including connections to trails and other existing facilities. New connections, routes and facilities for bicycle and pedestrians, local transit and shuttles service, or other transit supportive improvements will be recommended as part of this task.
- **Parking Demand.** The purpose of this task is to develop parking rates for the proposed land uses within the project area, project future parking needs, analyze how parking will be provided, and develop appropriate parking management and transportation demand management (TDM) strategies that will support parking reductions, such as shared or priced parking.

Fehr & Peers will develop potential parking demand management strategies that could be considered for the Specific Plan area. Strategies may include lower parking demand rates and shared parking opportunities can be enhanced with parking management and TDM techniques such as car sharing, unbundled parking, and shuttle service, which will be addressed in this task.

Deliverables: *Draft and Final Multimodal Circulation and Traffic Study*

Task 2.2 Base Map

Utilizing publically available GIS Data, as well as Google Earth and USGS data we will create a base map with parcel lines, building footprints, streets and other physical conditions. At that time, we will determine whether additional basemaps and or opportunities and constraints maps may be necessary to prepare in particularly as we begin the outreach and design process. Importantly, we will identify specific development issues, constraints and requirements of the General Plan, zoning district designations and related guidelines. Finally, we will develop a matrix to identify this information and identify relevant conclusions.

At the same time, Torti Gallas team member, Whitson Engineers will obtain As-Built or Record Utility drawings from the City of Seaside, California State University Monterey Bay (CSUMB), Marina Coast Water District (MCWD), PG&E, AT&T, Comcast, and other entities having existing facilities within the project area. Whitson will also perform a visual field check of record utility information and update the Existing Conditions Base Map as appropriate.

As part of this base mapping, we will also produce a 3D digital model of the project area, along with adjacent context, the first part of our proprietary Town Information Modeling (TIM®) Process. As different densities and/or heights for redevelopment are considered, we will use this model to test these options three-dimensionally for scale and over-all compatibility, all the while providing an updated quantitative model of the potential buildout.

Deliverables: Overall Existing Conditions Base Map for the Project area (in PDF and AutoCAD) including the topographic mapping, identified site encumbrances, existing known utilities, record boundary and proposed project limits. Deliverables will also include Existing Documents and Conclusions Matrix



VIEW OF MODEL SHOWING AREA JUST SOUTH OF THE CAMPUS TOWN SITE AREA (WITH VIEW OF FAMILY HOUSING IN THE FOREGROUND). THIS MODEL WILL BE EXPANDED TO INCLUDE THE ENTIRE CAMPUS TOWN SPECIFIC PLAN AREA.

Task 2.3 Specific Plan Formatting

We are firm believers of beginning a project with the end in mind, and clearly the writers of this RFP have a similar point of view as evidenced by beginning the task of formatting the Specific Plan early in the process. This will include a Table of Contents, as well as graphic template.

Deliverables: Specific Plan Template and Table of Contents

Task 2.4 Opportunities and Constraints Map

Immediately after the kick-off meeting, the team will gather on-site, walk and tour the area, take photos and notes, etc. This will allow us to create maps that are both experiential (streetscape quality, pedestrian quality) as well as objective (figure/ground, streetscape enclosure, densities and building types) among others. Other maps will be made as necessary, for example: transit operations (bus stops) access and circulation (pedestrian and bicycle), parking, major development parcels, infrastructure, and public open space. These maps will be used to create an Opportunities and Constraints Analysis and guide public and stakeholder discussions at meetings.

At the same time, Whitson Engineers will utilize the data collected with the Existing Conditions Base Map to review existing utility networks, As-Built drawings, and GIS data to establish an understanding of the background data to be used for the project planning. Whitson's analysis will be to a feasibility level of detail, suitable to estimate infrastructure improvements required to support proposed development and prepare the Specific Plan document. Utilities investigated will be limited to Sewer, Water, Storm Drainage, Gas, Electric, and Telephone, or as information is readily available. Part of their effort will be to coordinate with the City of Seaside and Project Team to identify existing utility connection points and historical infrastructure deficiencies in the project vicinity. In addition, they will contact Marina Coast Water District to identify existing water allocations or baseline use data.

Deliverable: *Opportunities and Constraints Map(s)*

Task 2.5: Area Assets Assessment

Because our team is so ensconced in the area, we will hit the ground running on this task. We will create a preliminary assets list and map ahead of our kick-off meeting. Immediately after our Kick-off meeting, we propose a meeting with key participants including Staff, as well as a representative from CSUMB, and Kosmont to review this preliminary list and map, assess the assets and supplement the list with additional items that we may have missed. We will continue to update this assessment during the course of preparing the Specific Plan, by receiving input from the public during our initial meeting and follow-up charrette.

Deliverable: *Area Assets Map and Assessment*

Task 3: Prepare and Adopt a Specific Plan

Task 3.1 Vision and District Identification

Once the myriad of issues have been identified and the data is collected, mapped and analyzed, we will, along with staff, prepare the first chapter of the Specific Plan. It will describe the vision and the essential spatial characteristics (the pedestrian realm), along with an overall vision for mobility including pedestrian and bicycle connections as well as how a Form-Based Code will enable the implementation of the vision over the long run. To arrive at this vision we propose four and one-half-day design charrette, which will focus stakeholder and community input over a short period of time, through the hands-on effort of people representing the full spectrum of interests. The approach is inclusive and designed to build consensus from the outset. It's been our experience that through such charrettes, participants come to care more about the plan—they see their ideas as they are refined and they become part of a synthesized vision. We cannot overemphasize the educational value of this approach either. Citizens become familiar with the tools of good urban design and gain an appreciation of the importance of long-range thinking.

While the details of the charrette are described in Task 5, below, the development of the Vision will grow out of the efforts described in Task 3.3. That is, it will grow from a study of alternatives to a narrowing down of preferred alternative. This alternative will provide direction to the task of designing the pedestrian environment and connection to transit as well as the other aspects of this task.

Deliverable: *First chapter of the Specific Plan as described above as well as sketches, illustrations and photographs.*

Task 3.2 Resource Identification

In order to prepare for the charrette, we will of course do our due-diligence in identifying resources and assets. We will rely heavily on Staff as well as our local team members, Rincon and Whitson Engineering. However, we will not stop there. One of the advantages of the nearly week-long charrette is that it will allow us to verify, supplement and/or correct our initial list of resources and assets. As part of our conversation with stakeholders, in formal and informal settings, we will ask and come to hear about subtleties in site conditions or significant cultural amenities in a way that would never be obvious to the design team. Whether it's identifying the one spot where views of the water are the most dramatic at specific times of the day (as happened at a charrette in Bremerton, WA, resulting in us changing the plan to accommodate a public space in that location), or identifying an ethnic restaurant cluster that could, in turn, anchor a new retail village (as happened at a charrette in Springfield, VA), resource identification works best when it is informed by the people who live and work in the area. The charrette will allow us the opportunity to ensure that the Existing Conditions chapter is based on verifiable long-term observation and experience, and in this way, it will ensure authenticity to the recommendations found throughout the Specific Plan.

Deliverable: Existing Conditions Chapter of the Specific Plan as described above.

Task 3.3: Prepare Alternative Plans/Urban Design Diagrams

Beginning with the data collection and the analysis provided by the city's economic consultant, the Torti Gallas Team will develop a set of alternative diagrams and plans. While we will begin this process ahead of the charrette, we will dive into the task in earnest during the charrette itself, allowing real-time input from drop-in visitors, staff, the developer, or others with an interest in the site. As input is received adjustments will be made to the three diagrams. The goal in all this, from a design point of view, is both function and character.

With regard to character, the aim is the creation of an identifiable public realm that is vital, memorable, and tied to the particularities of place. The alternatives development will consider a range of street hierarchies, centers and densities which in turn will provide some the general design principles that will achieve that specificity of place and provide program alternatives. In other words, no matter the alternative ultimately chosen, we imagine the Planning Areas, including not only a range of densities, but a range of Character Areas as well.

As part of these patterns, we will also develop precedent boards, for building types of varying densities corresponding to the pattern alternatives being developed. As well-staffed and experienced architecture and urban design firm, Torti Gallas has a 64-year track record in working with the private development community in strategizing development prototypes and options. We maintain a library building types by density, construction type, parking requirement, cost/sf., etc. so that we will have a ready matrix of potential prototypes at our fingertips appropriate for various areas of the Specific Plan.

At a mid-point in the charrette, we will review three alternatives with the public to elicit opinions. Participants will have the opportunity to comment either in a public format, or quietly, via post-it notes stuck on drawings posted on the wall. Based on these comments as well as the team's internal assessment, and after discussion with the staff, and the Developer, we will narrow the three-diagrams to one-preferred vision, which the team will begin to develop during the remaining time of the charrette, and then back in the studio.

Deliverables: A PowerPoint document with three alternative diagrams and a high level analysis along with a preferred alternative which will form the basis for the Specific Plan moving forward.

Task 3.4: Prepare Preferred Plan/Urban Design Plan – Project Description

After the charrette we will return to our studio and over the next two months, we will refine the preferred Vision Plan and identify needed infrastructure and mobility enhancements as well as key components of the Form-Based Code. We will draw upon findings from Task 2.1 to describe circulation for all modes, new roadway connections, new pedestrian and bicycle facility connections. During this time, it is anticipated that additional comments from staff, and stakeholders will be received, and modifications to the charrette plan, will be made. We anticipate a period of about two-months to finalize the draft vision plan, which will form the basis of the Specific Plan and part of the Project Description for the EIR.

Deliverables: A Preferred urban Design Plan including Circulation and Infrastructure enhancements, overall land-use and density projections, as well as key components of the Form Based Code. A draft Project Description will also be provided at this time.

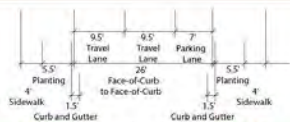
Task 3.5: Administrative Draft Specific Plan

With an agreement from the Staff and the Developer on the draft vision plan, we will begin the process of creating the Campus Town Specific Plan. The statutory requirements of a Specific Plan include the following:

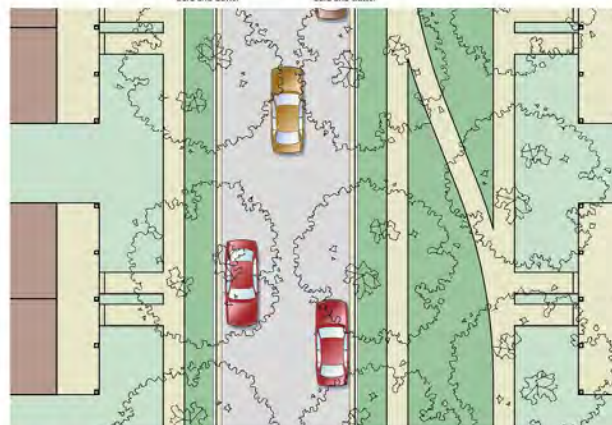
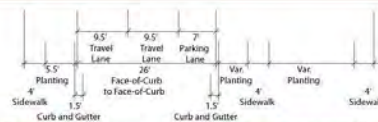
- Land use plan including maximum density
- Circulation Plan
- Infrastructure Plan (including energy and solid waste facilities)
- Development Standards (including energy conservation)
- Implementation measures: including regulations, public works and financing measures, particularly for infrastructure
- A statement of the relationship of the Specific Plan to the General Plan including a discussion of how it implements the General Plan
- Infrastructure Plan (including energy and solid waste facilities)
- Development Standards (including energy conservation)
- Implementation measures: including regulations, public works and financing measures, particularly for infrastructure
- A statement of the relationship of the Specific Plan to the General Plan including a discussion of how it implements the General Plan

In the first month of this effort, we will update our Project Description from Task 3.4, above, by fleshing out additional details related to Implementation, land use and density and circulation, as well identifying its relationship to the General Plan. This will allow our Environmental Compliance team member, Rincon, to get started on the EIR, even as we are fleshing out the details of the Specific Plan.

As we proceed to flesh out the details, we will make certain that the Circulation Plan focuses on detailed plans for pedestrians, bicycles, transit as well as vehicles, in a way that balances the optimal requirements for each mode against an overall ideal of creating the most robust, efficient, healthy and safe plan for all. In regards to Implementation, we will ensure that the Specific Plan has specific recommended tasks that can be prioritized and placed within a funding framework. It is important to craft a set of actions that represent, not merely good planning, but good planning that is fundable.



Typical Neighborhood Street



Greenway Street

In the Campus Town Specific Plan, the Development Standards will take the form of a “Form Based Code”. Torti Gallas + Partners is experienced in crafting Form-based codes and design guidelines for Specific Plans in California, for example in Redlands, and Santa Monica, CA as well as the Boyle Heights area of Los Angeles. In addition we have written legally binding Form Based Codes in Honolulu, HI (Mauka Area Rules), Wyandcanch, NY and Downtown Round Rock, TX, and Westminster, CO among others.

In this case, we understand that the Form-Based Code will have to build off the Fort Ord Regional Urban Design Guidelines, which were adopted last year by the Ford Ord Reuse Authority. It is also important to keep in mind that during the life of this Plan and code, we are likely to go through several economic cycles. Private sector programs and paradigms will change. Therefore integrating the vision and goals embodied in the Specific Plan into an enforceable and flexible form-based Code is a fundamental task. How does that code transcend the realities of today’s or tomorrow’s marketplace, to be useable, and both developer and pedestrian friendly, come what may.

Aside from the sections, identified above, Specific Plans can and often do provide much more information. Torti Gallas is experienced with the meeting the statutory requirements for Specific Plans, (dotting the i’s and crossing the t’s) and more importantly, providing the content that that provides a meaningful path to implementation. For example, in our work for Downtown Redlands (where a commuter rail station is being planned) and Downtown Santa Monica (where an extension to Metro’s Expo line has just been completed) we have found that providing a brief history of the area provides a context for many of the recommendations and policies in the plan. In a situation such as the Campus Town Specific Plan, information about the CSUMB’s Specific Plan as well as the Fort Ord Reuse Plan should be included

for an equivalent level of context. In some communities, a Sustainable Communities Strategy might be considered. Most importantly, we believe it is necessary to include a section on Open Space that spells out a strategy for the public realm from sidewalks (streetscapes) to plazas and parks.

One of the advantages of the Specific Plan as a regulatory tool is that it also allows for some flexibility, particularly in land-use designations. Recognizing the disparity between long term life of the Specific Plan (usually around twenty-years or so), and the capricious, and ever-changing nature of real estate market cycles, the Specific can provide flexibility in land use, as long as the maximum limits of the most impactful uses are measured in the EIR. This latter point is also important to recognize. An efficient Specific Plan process is one in which there is a seamless connection between the crafting of the Plan and the EIR. We use the term “self-mitigating EIR” to describe our methodology, in that from the beginning of the process, the project description is key so that programmatic limits are contemplated with an understanding as to what can be mitigated.

As we go about drafting the Specific Plan, we will have regular check-ins with staff, and will send draft chapters for review, so that when the Administrative Draft plan is submitted, each of the chapters has been reviewed at least once, and in some cases, several times.

Deliverables: Final Project Description and then an Administrative Draft of the Specific Plan in electronic format.

Task 3.6: Prepare Screencheck Draft Specific Plan/Hearing Draft Specific Plan

After staff and the Developer have had a chance to review and comment on the Administrative draft, we will revise the document and produce the Hearing Draft Specific Plan.

Deliverables: Hearing Draft of the Specific Plan in electronic format.

Task 3.7: Planning Commission Hearing

We will prepare for and participate in a public hearing in front of the Planning Commission and respond to questions as appropriate

Deliverables: PowerPoint presentation

Task 3.8: City Council Hearing

We will prepare for and participate in a public hearing in front of the City Council and respond to questions as appropriate.

Deliverables: PowerPoint presentation

Task 3.9: Prepare Final Specific Plan and Adoption

Provided with edits by Council we will incorporate and provide a final Specific Plan in electronic (PDF) format for adoption

Deliverables: Final Specific Plan in electronic format

Task 4: Environmental Compliance

As the primary author of the current General Plan EIR, Rincon will lead the CEQA effort lending an easy transition and strong efficiency to the required Specific Plan EIR. The basic tasks involved in the environmental review process are described below, followed by a description of the proposed technical approach to key environmental issues.

We understand that the Campus Town plan area has been analyzed in the comprehensive 1997 and 2001 Master EIR for the Fort Ord Reuse Plan. In addition, numerous additional studies have been developed analyzing site specific details associated with a number of development sites over the last 15 years. These development projects are well-catalogued by FORA. The most relevant for the Campus Town area are the Seaside Highlands housing project, the Sun Bay Apartments housing project, the Bay View community

and the Seaside Resort. The EIR will therefore focus on an update of previously-compiled information. Rincon's scientists and analysts will review and compile relevant information, and field-truth critical site information. In the end, the document will technically be presented as a Supplemental EIR, tiering from the Reuse Plan Master EIR. The EIR will focus primarily on the physical changes to the plan area and the potential environmental impacts resulting from physical improvements and possible land use changes. As appropriate, the policies and actions of the City's 2040 General Plan and the Specific Plan will be identified as mitigating factors for possible impacts.

Please note that our team is recommending a few changes from the suggested scope of work as presented in the RFP, based on our understanding of the scheduling needs and the EIR process in practical terms.

Initial Study. As provided for in the State CEQA Guidelines, we recommend passing over the Initial Study task. Because the City as lead agency has already determined that an EIR will be prepared, there is no practical need to spend the time or effort on an Initial Study. Instead, the Notice of Preparation will include a list of topics that the EIR will study in detail.

Technical Studies. Given the wealth of technical studies already prepared, we suggest – with the exemption of mobility/transportation – proceeding with the technical analysis of topics through the authoring of the EIR topical sections. The purpose of the technical studies will have been addressed in the opportunities and constraints and the resource identification phases of the planning process. Technical appendices for EIR topical sections will be provided in the EIR.

Task 4.1: Notice of Preparation and Scoping Meeting

We expect that most of environmental impact topic areas, except for agricultural and forestry resources and mineral resources will need to be addressed in the EIR. Since the City has indicated the need for an EIR, Rincon proposes to eliminate the preparation of an Initial Study, saving time and money. Rincon will develop a project description and prepare a draft Notice of Preparation (NOP) pursuant to the State CEQA Guidelines. The NOP will identify the timeframe, contact person, and address for submission of public comments, as well as a list of EIR topical areas included for analysis. Rincon will submit a draft NOP to City Staff for review. Rincon will make any necessary changes to the NOP and provide an electronic copy to City Staff for signatures, publication, and distribution. This scope of work assumes that the City will distribute the NOP to the State Clearinghouse and that the City will distribute the NOP to the Monterey County Clerk/Registrar Recorder and the City's list of local interested parties.

Rincon will conduct a public **scoping meeting** in the proposed project area. The scoping meeting would be held during the 30-day NOP period to introduce the community and interested agencies to the project and provide an overview of the Program EIR process and obtain input on the EIR scope of work. The scoping meeting will include a presentation with graphic imagery, followed by the formal recordation of input from meeting attendees. Rincon assumes that the scoping meeting location will be arranged by the City and that the City will be responsible for meeting notification. Rincon will summarize all input gathered during the scoping meeting and during the 30-day NOP review period. Rincon assumes that City staff will be the point of contact responsible for gathering public comments outside of the scoping meeting.

Task 4.2: Project Description

In conjunction with the Staff and the entire Torti Gallas team, and after gathering preliminary Draft Specific Plan buildout information, Rincon will prepare the project description, which will contain the City's primary objectives for the Campus Town Specific Plan, a summary of boundaries, existing conditions, and proposed land uses, infrastructure concepts, policies, programs, and development regulations. The identification of a building phasing program will also be included, if available. The information will be described in text, tabular, and graphic forms (maps and diagrams).

Task 4.3: Administrative Draft EIR

Rincon will prepare an internal review or Administrative Draft EIR that will address each topic in accordance with the CEQA Guidelines. Upon completion, a printed copy, PDF, and MS Word version of the administrative draft document will be delivered to City Staff for review and comment. The Administrative Draft EIR will include the following sections:

- Executive Summary
- Introduction
- Project Description
- Environmental Setting
- Discussion of Existing Conditions, Environmental Impacts, Mitigation Measures, and Cumulative Impacts
- Effects Found Not to be Significant
- Other CEQA-Mandated Sections
- References and Organizations/Persons Consulted

Rincon typically orients analyses around clear impact statements that are separately highlighted in the text. This allows a more precise statement of the specific issue at hand and sets the stage for the technical discussion that follows. If the impact warrants mitigation measures, they are indexed to and immediately follow the numbered impact in question. We have found that such an approach focuses the analysis and becomes clearer for the public and decision-makers to follow. Each topical section will include: a) existing environmental conditions and pertinent regulatory policies; b) thresholds of significance; c) a description of environmental changes that would result from project implementation and whether those changes would be significant; d) mitigation measures to reduce or avoid the potentially significant impacts; e) a conclusion as to whether significant impacts would remain after implementation of mitigation measures; and f) a discussion of cumulative impacts. Up to 3 alternatives, including the required “No Project Alternative,” will be addressed in the Alternatives section of the EIR.

A brief description of the topics to be addressed is provided below:

- **Aesthetics.** The Specific Plan area generally consists of a mix of urban land uses, including residential, industrial, commercial retail, and entertainment uses bisected by mobility corridors. Major supporting infrastructure improvements include a portion of Highway 1, Monterey Peninsula Airport, a partial bicycle and pedestrian trail system, a currently dormant Union Pacific Rail Road line, and other major roadway corridors. Rincon will perform the following tasks to determine potential aesthetic impacts:
 - Review the proposed design related development standards, including urban design/street-scape/landscape design and the proposed signage program;
 - Review the proposed design related development standards, including urban design/street-scape/landscape design and the proposed signage program;
 - Review visual simulations or other conceptual design renderings created as part of the Specific Plan process, discuss any potentially significant impacts on scenic resources or changes in the visual character of the site resulting from Specific Plan implementation;
 - Qualitatively analyze impacts related to lighting and comparison of proposed lighting plans to City standards.
 - Specify mitigation measures (if necessary) that will reduce significant impacts to the maximum extent feasible.
- **Air Quality.** The Air Quality section of the EIR will be prepared in accordance with the methodologies outlined in the Monterey Bay Air Resources District (MBARD) CEQA Air Quality Handbook. The CalEEMOD air quality model will be used to estimate the short-term construction and long-term operational emissions associated with Specific Plan implementation and the results from the modeling will be included as an EIR appendix. A preliminary health risk assessment screening

will be prepared and discussed in this section due to the project's proximity to the Highway 1, as future sensitive receptors have the potential to be exposed to toxic substances such as aerially deposited lead and/or diesel particulates. If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the maximum extent feasible.

- **Biological Resources.** The Biological Resources section of the EIR will include a discussion of the environmental setting (including existing vegetation communities, general and sensitive flora/faunal species habitats, and trees), significant direct/indirect and cumulative impacts on biological resources, and associated mitigation measures proposed to reduce impacts. The analysis will also address compatibility with biological resource preservation policies or development standards contained in the City's 2040 General Plan, Seaside municipal code, and zoning ordinances.
- **Cultural Resources.** The Cultural Resources section of the EIR will analyze the project's impact on potentially historic resources located within or adjacent to the project boundary, as well as impacts to any known or currently unknown subsurface archaeological and paleontological resources. Rincon will complete an archaeological records search through the Sonoma State University Central Information Center. Data will cover the area within one-half mile of the Specific Plan boundaries. AB 52 and SB 18 consultations will be performed by the City with Rincon participating in consultation meetings if needed. Rincon will compile a basic land use history for the Specific Plan area through the Monterey County Assessor's records; historic parcel and subdivision maps; historic government maps (e.g. USGS), and local histories of development. Rincon will review the City's listings of historical resources and confer with local historical societies. Rincon will conduct a "windshield" survey of the Specific Plan area to confirm the presence of any previously recorded cultural resources and identify properties sensitive for recognition as historic resources, as defined by CEQA. If significant impacts are identified, mitigation measures will be developed to avoid or reduce project impacts to the greatest extent feasible.
- **Geology and Soils.** The Geology and Soils section of the EIR will analyze the potential impacts of geologic, seismic and soil conditions within the project area. Based on readily available sources (such as the City's Safety Element and/or a subconsultant-prepared geotechnical studies), this analysis will identify existing regional and site-specific geology and soils constraints (such as liquefaction, compressible soils, and subsidence). Any applicant-prepared technical reports will be reviewed by Rincon's Certified Engineering Geologist to evaluate the potential geologic hazards that may adversely affect the Plan Area. As necessary, the analysis will identify erosion control criteria and grading requirements to achieve consistency with the City's geologic and grading standards. Mitigation measures will be those typically successful in reducing relevant geologic constraints, including reference to existing geologic and soils tests and plan check review requirements adopted by the City.
- **Greenhouse Gas Emissions/Sustainability.** The Greenhouse Gas (GHG) section of the EIR will evaluate the Specific Plan's potential contribution to cumulative impacts related to global climate change (GCC). The GHG analysis will briefly discuss the general nature and sources of climate change, current efforts to regulate GHGs (including recent Office of Planning and Research publications and guidelines relating to how climate change should be addressed in CEQA documents), and the proposed project's potential contribution to this cumulative issue. The project analysis will quantify emissions using the CalEEMod computer model and will compare emissions to the state-wide GHG inventory and the previously existing collection of uses to determine if a net reduction in GHG emissions can be achieved by this transit-oriented district. The discussion will also compare project emissions to suggested thresholds from the MBARD. Finally, the discussion will compare the project to applicable plans and policies, including Association of Monterey Bay Area Governments (AMBAG)'s 2035 Sustainable Communities Strategy (SCS) and adopted City policies pertaining to GHG emissions reduction. If significant impacts are identified, mitigation measures

will be developed to avoid or minimize project impacts to the greatest extent feasible.

- **Hazardous Materials.** The Hazardous Materials section of the EIR will include examination of files that are readily available from online databases, the Monterey County Fire Department, and the Regional Water Quality Control Board concerning past contaminant spills and/or cleanup activities within the Plan Area. Records searches of the Department of Toxic Substances Control's EnviroS-tor Database will be completed along with a search of all other state and federal databases. If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible. This work scope does not include an audit of onsite facilities, but can be expanded, at the City's request, to include a more detailed examination of specific onsite uses (Phase I Environmental Site Assessment).
- **Hydrology and Water Quality.** The Hydrology/Water Quality section of the EIR will consider both temporary hydrological changes during construction and long-term changes in hydrology/drainage due to the operation of uses within the Specific Plan Area. Because the sites within the Plan Area are currently mostly impermeable, operational changes to hydrology/drainage are expected to be minimal. The water quality analysis will focus on existing requirements that would apply to the project and any beneficial impacts created by the integration of Low Impact Development water quality improvements as part of the Specific Plan's infrastructure improvement program. The impact analysis will be based off readily available sources (such as the City's General Plan and/or a subconsultant-prepared hydrology/water quality studies). If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible.
- **Land Use/Planning.** The Land Use section of the EIR will focus on two issues: (1) compatibility of the proposed project with surrounding land uses; and (2) consistency with local land use regulations and policies, and (3) compatibility with applicable statewide growth plans and policies. The compatibility analysis will consider the combined effects of the potential environmental issues in relation to the land uses adjacent to the project site. Rincon will prepare an objective discussion of the proposed project in the context of the existing land use patterns in the immediate vicinity of the site. This discussion will also summarize the findings of other sections relevant to land use compatibility (noise, air quality, aesthetics, and transportation) from a land use perspective. An assessment of overall land use compatibility with surrounding land uses and regional growth policies will be provided in table format. This table will include the relevant policies from the City's General Plan, AMBAG's 2035 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS), and any additional relevant policy documents required by City Staff. Rincon Consultants is currently working with AMBAG on the MTP/SCS EIR. If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible.
- **Noise.** The Noise section of the EIR will include an assessment of temporary construction impacts and long-term impacts associated with the operation of uses within the Specific Plan Area. The analysis of temporary noise and vibration impacts associated with construction will be based upon typical construction noise and vibration levels and standard noise and vibration attenuation factors. Noise and vibration levels associated with construction activities will be quantified and projected at the nearest sensitive receptors (residential uses to the north, east, and west of the site), and compared to applicable thresholds. If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible.

Noise and vibration levels associated with operation of the uses envisioned within the Plan Area will be assessed using the U.S. Federal Highway Administration's (FHWA) Traffic Noise Model. The traffic noise contour evaluation will rely on traffic forecasts for major roadway segments, as provided in the traffic impact analysis prepared for the Specific Plan. Noise levels will be assessed

for existing and horizon year conditions with and without the proposed Specific Plan. Changes to ambient noise levels at Specific Plan buildout and from cumulative growth will be analyzed to determine if project-related noise significantly increases the ambient noise environment or significantly contributes to the cumulative noise environment.

The noise analysis will also analyze the changes in the noise environment generated by non-transportation sources, including HVAC units, loading docks, trash compactors, commercial equipment, etc.).

- **Population and Housing.** The Population and Housing section of the EIR will address the effects of the physical changes and population increases envisioned by the proposed project on population and housing in the City of Seaside and the surrounding region. The analysis will examine the potential for the proposed project to induce substantial growth in population, housing, or employment, and evaluate whether or not this growth would be in conformance with the City's General Plan and projections published by AMBAG.
- **Public Services.** The Public Services section of the EIR will address potential impacts on police protection, fire protection services, impacts on parks and recreation, as well as other services such as schools and libraries. Development of project may lead to impacts to these service systems, due to the intensification of use. These service systems will be evaluated and, where possible, impacts will be quantified. If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible.
- **Traffic and Transportation.** The Traffic and Circulation section of the EIR will address potential impacts on mobility based upon a technical study completed by Fehr & Peers. The study will be included as an EIR appendix. The traffic impact analysis will address both intersection and roadway segment level of service under existing conditions, existing plus project conditions, and existing plus project plus cumulative conditions, consistent with the City's existing traffic impact assessment criteria. An analysis of Vehicle Mile Traveled will also be included to comply with the provisions of SB 743.

The work conducted in this task will build on analysis and work completed in previous tasks. The operations of up to 15 intersections and 4 freeway segments will be evaluated during the weekday morning (AM) and evening (PM) peak hours for the scenarios as shown below. If the project size is large enough such that more than 15 intersections could potentially be impacted and the City determines there is a need to include additional intersections, Fehr & Peers will analyze more intersections for an additional fee.

Additionally, we will evaluate the expected changes in VMT that would result due to development of the Specific Plan consistent with proposed SB 743 requirements.

Scenario 1: Existing Conditions - Existing volumes obtained from counts representing peak traffic conditions during the morning and evening commute periods.

Scenario 2: Background Conditions - Existing volumes plus traffic from approved but not yet constructed and unoccupied developments in the area.

Scenario 3: Background Plus Project Conditions - Background volumes from Scenario 3 plus project traffic.

Scenario 4: Cumulative No Project Conditions – Existing volumes plus traffic from pending developments in the area. Fehr & Peers will use the AMBAG travel demand model to derive cumulative forecasts.

Scenario 5: Cumulative Plus Project Conditions – Scenario 3 volumes plus traffic generated by the Project.

We propose to use the Synchro traffic analysis software package to analyze impacts. The TIA will also address potential impacts to VMT, transit service, bicycle activity, and pedestrian activity.

- **Data Collection and Evaluation of Existing Conditions**

Fehr & Peers will compile and review the available background documents relevant to the study area, and will meet with City staff to finalize the project work plan. We will collect the following information for transportation facilities within the project area:

- **Motor Vehicle Traffic:**

Fehr & Peers will analyze up to 15 intersections and 4 freeway segments based on project trip generation. The final set of intersections and freeway segments will be selected based on consultation with the City. Our scope does not include the collection of new peak period intersection turning movement count data (vehicle, bicycle, and pedestrian counts) or analysis of more than 15 study intersections. We will rely on readily available intersection count data from recently approved projects in the City as well as recent information available from the CSUMB Campus Master Plan EIR that Fehr & Peers is currently working on. This task includes a site visit to observe peak hour operations, obtain lane configurations, and other site specifics such as physical characteristics of the site and the surrounding transportation network.

- **Transit, Pedestrian and Bicycle Conditions:**

Fehr & Peers will also describe existing transit service, bicycle conditions and pedestrian conditions in the vicinity. We will evaluate how the proposed project will affect conditions for transit service, bicycle conditions and pedestrian conditions.

- **Evaluate No Project Conditions**

Fehr & Peers will evaluate a No Project scenario under Background and Cumulative Conditions. Volumes for Background Conditions will be derived accounting for approved, but not yet constructed projects in the Plan area. The AMBAG travel demand model will be used to develop travel forecasts in the City.

- **Evaluate Project Conditions:**

Fehr & Peers will adjust the volumes developed in the Background and Cumulative No Project scenario to account for improvements to circulation and transportation demand management strategies from the Project. Once estimates of vehicle trip generation have been developed, the directions of approach and departure of trips will be estimated based on the locations of complementary land uses, existing travel patterns in the area, and proposed modifications of the roadway network. The project vehicle trip generation estimates, distribution pattern, and assignments will be refined to respond to comments received from City staff. Intersection LOS calculations will be conducted to estimate the LOS of the study locations during the AM and PM peak hours after completion of the proposed project.

- **Vehicle Miles Traveled Analysis**

We will also calculate the vehicle miles traveled (VMT) associated with the Project and compare it to without-project conditions. Total VMT is directly correlated with greenhouse gas (GHG) emissions and is considered a potentially significant impact by the State Office of the Attorney General. It is also proposed to be considered as a metric to intersection LOS by the California Governor's Office of Planning and Research under SB 743. Fehr & Peers will use 2040 projections of Citywide VMT generation for comparison in terms specified under California's AB 32 climate change law.

- **Impacts and Documentation**

The results of the analysis for the Project will be compared to the results for the corresponding No Project Conditions for the scenarios as described above to identify roadway impacts. Significant transportation impacts will be identified based on the City of Seaside's impact criteria and in keeping with current state of the practice. If significant impacts are identified, Fehr & Peers will

recommend feasible mitigation measures, such as TDM strategies and other innovative methods. The percent of project trips added by up to four individual development projects within the plan area will be calculated for identified mitigation measures to determine the fair share contribution for each development.

The effect of the project on transit, bicycle, and pedestrian facilities will be evaluated in terms of conflicts with existing or planned facilities or creation of hazardous conditions for bicyclists or pedestrians. Similarly, we will ensure efficient linkages with existing and potential future transit, bicycle and pedestrian facilities. We will present specific mitigation measures that ensure adequate pedestrian, bicycle, transit, and automobile circulation within the project site and integration with the area's existing facilities.

The resulting level of service after implementation of the proposed mitigation measures will be quantified.

- **Utilities/Service Systems**

The Utilities section of the EIR will address impacts to infrastructure systems serving the site, through the contact of service providers and the analysis of utility capacity. Specific issues to be addressed include water supply, wastewater conveyance and treatment systems, and solid waste disposal systems. It is assumed that the City's water provider will prepare a Water Supply Assessment in accordance with SB 610, if needed. Wastewater use will be estimated using standard generation factors for residential, commercial, and mixed uses. Solid waste quantities generated during construction/demolition and during project operation will be estimated using generation factors published by Cal-Recycle. If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible.

Task 4.4: Draft EIR

After the City has reviewed the Administrative Draft EIR, Rincon will meet with City Staff to review the City's comments and strategize on how best to address important issues (e.g. future streamlining, SB 743, and project specific analysis). Following this meeting with City Staff, Rincon will respond to up to two rounds of City comments on the Administrative Draft EIR.

After addressing all of the City's comments, Rincon will provide the requisite number of printed copies of the Draft EIR to City Staff for distribution and a PDF file optimized for web posting and public noticing. Rincon will oversee the submittal of the EIR to the State Clearinghouse for the 45-day public review period and will prepare for posting a Notice of Availability with the Monterey County Clerk's office. We assume that the City will be responsible for mailing the Notice of Availability to the Monterey County Clerk, responsible and local agencies, stakeholders, and a newspaper of general circulation.

Task 4.5: Public Comments and Final EIR

Upon receipt of public comments on the Draft EIR, Rincon will prepare responses to comments for City review and prepare the Administrative Final EIR. Responses to comments received on the Draft EIR will be prepared in accordance with CEQA Guidelines 15089. Written responses will be prepared for each comment that addresses the EIR's scope of analysis. General comments or comments not pertaining to the impact analysis will be acknowledged but no further response will be prepared. Rincon will prepare a Mitigation Monitoring and Reporting Program (MMRP), which will be presented as a table listing all mitigation measures, indicating what monitoring actions are required, the department(s) and or agencies responsible for monitoring, and when monitoring is to occur. As necessary, Rincon will modify text or data in the Final EIR based on the responses to comments and as requested by the City.

Prior to certification of the Final EIR, and after receiving comments by City staff on the Administrative Final EIR, Rincon will deliver the requisite number of copies of the Proposed Final EIR in hardcopy, PDF, and Microsoft Word formats. This will be the "hearing draft" version of the EIR for use by the

decision makers when they consider the project for final action. Rincon will assist the City with the preparation of the required CEQA Findings of Fact. Any impacts identified during the EIR process will be identified as significant or insignificant pursuant to the criteria of CEQA and the State CEQA Guidelines. Indirect or secondary impacts of the project shall also be discussed and mitigation measures recommended. Mitigation measures will be described in detail and will be specific to the project. If it is determined that significant and unavoidable impacts related to the Specific Plan would result, Rincon will assist the City with the preparation of a Statement of Overriding Considerations. The Statement of Overriding Considerations will be included as part of the Final CEQA Findings that will be considered by the City Council along with the Final EIR.

Upon certification of the Final EIR and project approval, we will prepare a Final EIR that includes any Planning Commission- or City Council-directed changes, and submit this to the City in printed form and in PDF and Microsoft Word formats. We assume that City staff will be responsible for the preparation and filing of a Notice of Determination (NOD) with the Monterey County Clerk's office.

Task 4.6: Public Hearings

Rincon's principal-in-charge and/or project manager will attend up to three public hearings on the project. Attendance will include oral presentations to the hearing body and graphic presentations, if desired. These hearings can be scheduled and selected at the City's discretion. Rincon will attend additional hearings on a time-and-materials basis, in accordance with our standard fee schedule.

Task 5: Public Outreach

We believe that there are two key processes leading to a successful Community Outreach Plan:

1. Diverse voices from the community are given numerous sincere opportunities to provide meaningful input; and
2. Key members of the community (stakeholders, including the Developer, CSUMB and FOR A officials, other public officials and nearby residents, etc.) are identified and incorporated early into the process to increase "buy-in" and prevent late objections to the plan.

To implement these processes, this community engagement program includes: 1) public meetings; 2) one-on-one interviews with key stakeholders such as members the Fort Ord Reuse Authority, officials from CSUMB, major land owners, and civic organizations; 3) a 4½ - day community charrette, and 4) ongoing electronic outreach, and an additional check-ins with community leaders

Deliverables: Summary Report of Interviews, Steering Committee Meeting Agendas and Meeting Minutes.

Task 5.1: Two (2) Evening Community Workshops

Workshops provide a venue for valuable feedback loops between the Consultant Team and residents. Successful workshops educate, engage, and draw information from participants. Successful workshops also provide validity and legitimacy to the process. In addition to the events of the Design Charrette (described in Task 5.2, below) we will hold two workshops, one early in the process, to introduce the project, and to elicit comments on aspirations, concerns, and opportunities. This is a pre-charrette workshop, will also describe the purpose of the upcoming charrette, and what will be accomplished. The second-workshop, is likely around approximately 2-months after the charrette, and will provide the team an opportunity to review the vision plan with the community to receive feedback.

Deliverables: PowerPoint presentation used to introduce the meetings and notes on feedback received.

Task 5.2: Community Design Charrette - 4 1/2 days:

While there will be several opportunities for public meetings, a key component of many of our successful efforts of this type, and one that we recommend for Campus Town Specific Plan process is a 4½-day public design Charrette, conducted in a ‘pop-up’ design studio, on or near the study area, to be led by Torti Gallas and Partners. This community charrette accomplishes two complimentary objectives: 1) it engages the stakeholders in an immersive design experience; and 2) it saves time **at no additional cost**.

Regarding the first point, the Charrette allows the public more than an opportunity to comment upon the ideas of the consultants. Rather it allows participants to actively contribute to those ideas, simultaneous with the crafting of the plan itself. During the charrette, we will not only present work done to date, but the design team will also be drawing (by hand and in the computer) various options, for participants to comment on.

Here’s how the charrette would likely work: Our Team will set up its design studio within the study area, say at a Community Center, or vacant storefront, or at City Hall. We will begin the effort with a Monday evening visual presentation, open to the public, designed to create a clearer understanding and awareness of the issues related to vision planning in a context such as the Campus Town area. As part of the presentation we will show comparable infill plans, and discuss the concept new-urbanist neighborhood design. We will also describe the ‘complete streets’ concept, so that participants come to appreciate the street, not only as a place to drive, but a place to bike, walk, meet their neighbors, enjoy a coffee, and experience their community. Above all, the purpose of this “kick-off” meeting is to share ideas. The Team will discuss their understanding of the Specific Plan area with the community, and the community will be asked to share its goals for the development of the area.

After the kick-off meeting, we will begin to apply the feedback received and will conduct interviews and closed door meetings with the key stakeholders, institutions, developers and land owners, as well as other outside experts, technical managers from relevant local and regional agencies as necessary. All the while, we’ll be drawing plans, and perspectives. By the mid-point of the charrette, we’ll have three options for the public to review. They’ll be able to comment on them verbally, or if they’re the quite type to leave comments on sticky notes, on each plan.

One particular area of study during the charrette will focus on the diversity of housing types that will be required to accommodate the expected population of Seaside in the future (assuming housing as part of mixed-use development is something for which there is community and stakeholder support). Torti Gallas’ knowledge of housing types will allow the team to facilitate the blending of housing typologies reflecting the varying needs of large and small families, young professional, and seniors as well as the differences of densities resulting from the hierarchy of adjacent streets. At the same time we will be developing detailed programs matrices that form the basis for the real estate development strategy. All of these drawings, renderings, and program matrices, will be done in-house by the same designers and development consultants who will be subsequently crafting the final plan/report. In addition to tying the general public into this process, it will also facilitate engagement with City Departments, government agencies, the Planning Commission, the City Council.

Among the Charrette objectives are:

- Illustrate the evolution of plan concepts, neighborhood or civic centers, and strategies for appropriate infill development;
- Ensure that development reinforces enhanced transit;
- Create/reinforce complete neighborhoods;
- Work with the community to get buy in on the appropriate form and scale of infill;
- Generate multi-modal circulation concepts for the land use alternatives;
- Evaluate alternatives to determine how well they respond to key issues and opportunities; and
- Ensure that the City captures the value of development opportunities;

The charrette work will include detailed block planning and streetscape design, as well as the individual building configuration housing typology issues necessary to complete the vision. The resulting buildings/neighborhood will need to be seamlessly woven into the surrounding community (both existing and proposed) by applying urban design and architectural strategies based on the principles of sustainable urbanism.

After the mid-week review that we'll take the best of each plan and combine it into one 'preferred' vision plan, By the end of the week, we will gather feedback at a closing presentation of a series of strategic plans redevelopment, a "vision map," identifying possible-sub districts, street types, and key public spaces.

Activities included in the charrette:

- Kick-off presentation and exercise.
- Open studio over the entire course of the week allowing direct access to the entire team (except the last day of production).
- Technical meetings with City departments, outside agencies, etc.
- Additional stakeholder meetings, as necessary.
- Creation of conceptual development and design proposals for the opportunity sites within the Civic Core area
- Topic-specific presentations over lunch (community character, housing, circulation, parking, etc.).
- Informal evening progress summaries.
- Concluding presentation.

It is important to know that it is not expected that folks will participate during the entire event. Rather the charrette is structure to allow someone to drop-in once during the week, and provide ideas and feedback, or to participate all of the time. Someone who only has availability on Tuesday at 2PM for one-hour can drop in and speak to one of the designers about what's happened so far, and to offer their opinions on the direction of the plan. On the other hand, folks are welcome to come every day for as long as they'd like, and if they are so inclined to pick up a marker and draw.

Deliverables: PowerPoint presentations of opening night, mid-point review and final review

Task 5.3 Social Media and Hosted 3D Model Viewing Site

Our team will provide materials the City of Seaside staff to upload to a dedicated web site, managed by the City, and provide narratives and visuals to the City as it prepares project updates and notices of meetings. We will also provide materials for this City to update its social media outlets, such as Facebook and Twitter. The social media platforms will be used to promote project outreach events as well as provide a forum for additional comments.

A valuable tool we will provide is a link to the viewable digital 3D TIMsm model. Located on a web site hosted by Autodesk, the city can link to model which will have pre-selected station points that can be viewed in 360-degrees. An example of this provided to the City of Santa Monica can be found by following the link and the directions <<https://www.smgov.net/uploadedFiles/Departments/PCD/Down-town-Buildout/Santa%20Monica%20Web%20Model%20Instructions.pdf>>. This allows another opportunity for interested stakeholders to keep up to date on the progress of the vision.

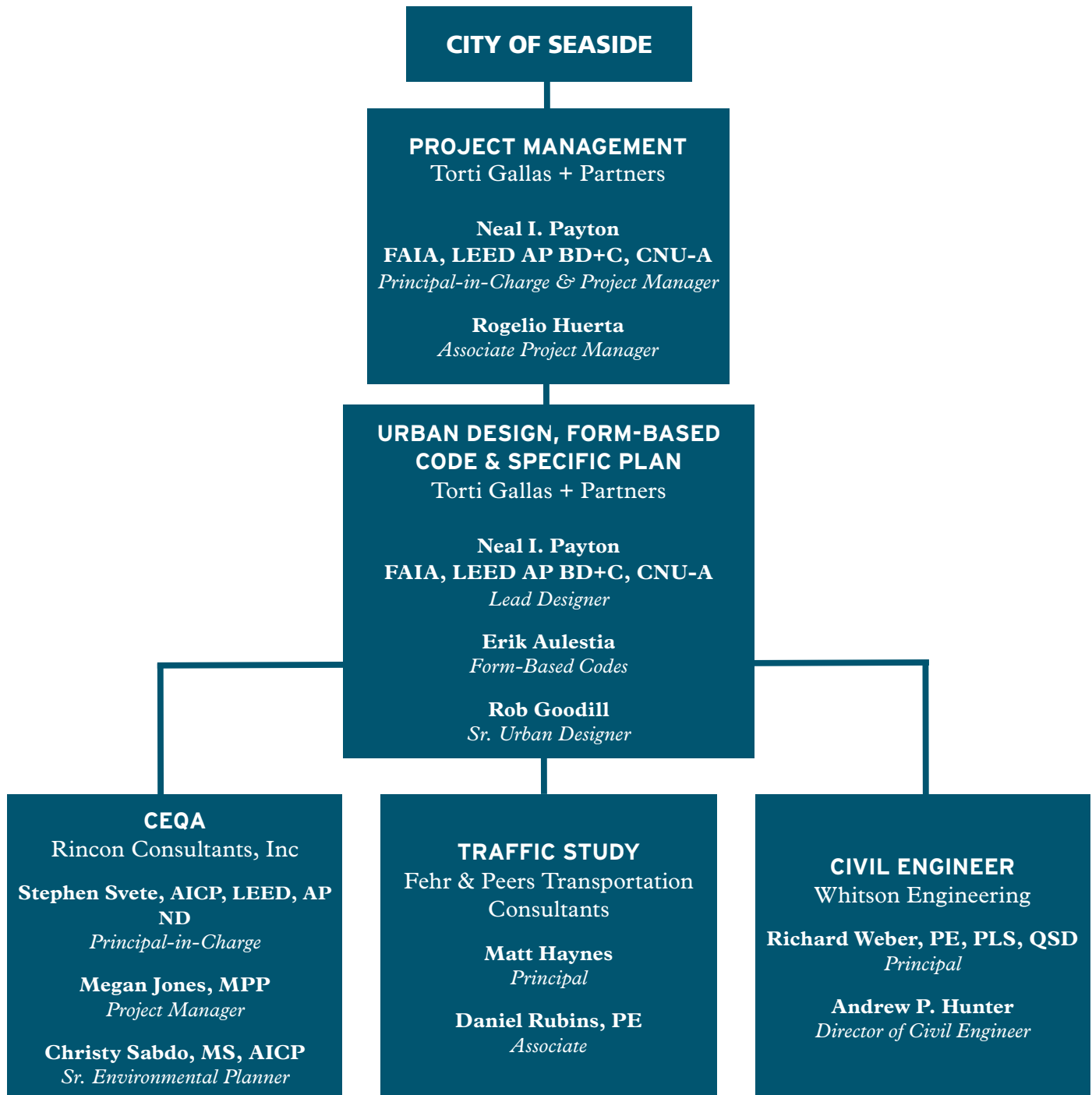
Deliverables: Social media updates, support for the city's Web-site, press releases, and an upload of 3D digital model to viewing platform with directions on use.



FIRM QUALIFICATIONS AND EXPERIENCE



TEAM ORGANIZATION





Established in 1953, Torti Gallas and Partners maintains a global practice of planning, architecture and urban design. With a talented staff trained in multiple disciplines, Torti Gallas has helped hundreds of clients create sustainable growth and development, understanding that smart design of the built environment directly influences economic strength, neighborhood health, and community livability. Our goal is to apply our strengths at all scales of human development, to bring high-value designs and implementation strategies that enhance the character of a community, provide a sustainable infrastructure for its future, and yield increased asset values for our clients.

Our architects and planners deliver practical, feasible, and transformative plans that get implemented. Since our founding, Torti Gallas has designed over 400,000 residential units, millions of square feet of office space, and planned over 1,000 residential and mixed-use communities. As a result, we have been responsible for the planning and architectural design of more than \$25 billion of construction, and have advanced the success of our valued clients and their constituencies.

Age and Structure of Firm: Founded in 1953, we are a 64-year-old Corporation.

Office Location: 601 W. 5th St., Suite 600, Los Angeles, CA 90071

Contact: Neal Payton, FAIA, Principal

npayton@tortigallas.com, (213) 607-0070

All work will be managed out of the Los Angeles office of Torti Gallas and Partners, Inc.

People • Built Environment • Natural Systems

We believe that 21st century challenges requiring us to provide basic needs for larger populations with access to fewer resources obliges a knowledge-based approach that integrates natural and human elements with sophisticated building technology. The method we have developed, the “Spectrum”, defines our “line of attack”, providing an all-sided framework for envisioning sustainable communities immersed in innovative design solutions. It encompasses a universe of life factors - from climate to shelter to local traditions - and empowers design concepts tackling both current and emerging problems at the specific site and general location of a project. This interdisciplinary, principle-based process enables us to:

- Provide alluring visions that incorporate community goals for the future.
- Discover achievable, results-oriented solutions that go beyond a master plan.
- Provide knowledge of a variety of implementation strategies.
- Support dissemination and use of best practices.
- Identify implementable strategies that promote community health and well-being.
- Plan for long-term resilience.
- Use cutting-edge technologies to record existing conditions, disseminate information for new designs, and manage implementation.
- Implement a final design that addresses itself to the universe of natural and cultural elements present in your specific site.
- Instill a collaborative spirit in the design and a commitment to sensitive implementation until it is built.

Design Awards

Torti Gallas has received numerous awards for our innovative design work, having won over 400 international, national, and local design honors for planning and design. Of these, 18 alone are from the Congress for the New Urbanism, the most of any firm. This recognition by such prestigious groups as the American Institute of Architects, the EPA, the International Council of Shopping Centers, the American Society of Landscape Architects, APA (California) and the National Association of Home Builders confirms our well-established track record of high quality designs over our long history.

Urban Placemaking



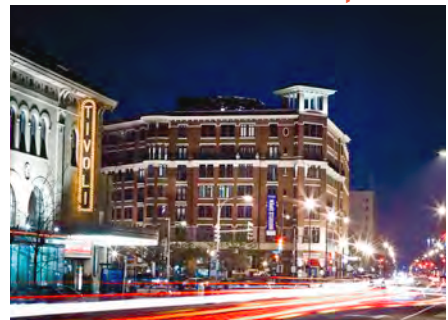
Mixed-Use / Multi-Family Housing



Master Planning / Urban Design



Transit-Oriented Development





Master Planning and Urban Design Experience

Torti Gallas' practice is grounded on the inextricable links between architecture, planning, urban design, and community. We believe great cities are created through beautiful buildings, intelligent planning policies, and pragmatic implementation strategies. Our work strives to develop land responsibly – be that greenfield communities connected to the edges of metropolitan areas, suburban communities interested in creating a defined city center and in refining their neighborhoods, or brownfield redevelopment projects to revitalize inner cities. The overarching concern of our practice is to create a “sense of place” that will be the mainstay for a vibrant experience of living, working, shopping, and playing. As such, we are guided by the following principles:

- **Holistic planning:** Looking at land use, design codes, planning policies, and community engagement as an integrated system rather than a sum of parts.
- **Diversity of uses:** Designing and planning for a diversity of uses to support and sustain jobs, housing, commerce, and civic space for a fully functioning community.
- **Vibrant public realm:** Planning public spaces and civic structures to be accessible and flexible to support civic, cultural, and recreational activities for a wide range of ages and groups.
- **Variety of housing types:** Building a wide range of housing types and densities that reflect the many ways of living and diverse levels of income that can be inter-mixed in a neighborhood, block or street.
- **Diversity of transportation options:** Developing a multi-modal transportation infrastructure (walking, bicycling, driving, riding on mass transit, etc.) to connect neighborhoods, schools, jobs, etc, and supporting transportation funding reform to include quality of life indicators when evaluating performance.

Over our long history of practice, Torti Gallas has been planner and urban designer for over 1,000 communities. We have extensive experience in the complexities of planning and urban design and have been highly successful in the following core competencies:

- Specific Plans
- Visioning and Strategic Plans
- Creation of vibrant downtowns and city centers
- Design of mixed-income, mixed-use neighborhoods
- Transit-oriented development
- Multi-modal linkage strategies, including pedestrian and bicycle usage
- Integration of residential planning and architectural design
- Community-sensitive revitalization
- Holistic design of sustainable communities
- Smart growth, Form-Based Codes, and Design Guidelines
- Community involvement
- B.R.A.C. – Re-use
- Public/Private partnerships
- 3-D Modeling





Municipal and Transit Oriented Development Experience

Torti Gallas and Partners has been involved with more than 80 transit-oriented developments that deliver mixed-use neighborhoods designed to maximize access to public transportation. Our TOD designs are not stand alone projects, but seamlessly integrate walkable street grids, neighborhood-scale buildings and the active uses - commercial, retail, civic, residential - of an area. Importantly, every Torti Gallas TOD is designed around a focal anchor which gives the area its heart, serves as a mainstay for productivity, pleasure, and convenience, and fosters support for safety and security.

Torti Gallas TOD Experience	
80+	TOD Projects Completed
36+	Cities in which TGP has designed a TOD
5	Integration of transit systems (subway, light rail, bus, etc)
55+	TODs at subway sites
15+	TODs at heavy rail sites
12+	TODs with a multiplicity of transit systems
172K	Population living/working in TGP designed TODs.
14	Projects with Cities in California

Our 64-year history is built upon a design expertise that plans and constructs communities for all income levels. We have produced enough housing in fully mixed use, transit-oriented communities for a population of 172,000 people to live and work there. This ensures that the greater community thrives and benefits from sensitive density surrounding the TOD.

Torti Gallas TODs offer opportunities to enliven undervalued neighborhood centers, create new markets and services for existing residents and businesses, and provide an increased tax base for the municipality and the transit line. Retail solutions, especially those featuring complicated programs such as grocery stores and metro stations, have been a hallmark of our TOD designs. In addition, we bring substantial experience in specific commuter rail planning and design. This all-encompassing proficiency gives Torti Gallas a singular expertise in designing and building the nation's finest transit oriented developments.

We provide our current and past clients with expertise in:

- Working with local governments and transit agencies in the US and abroad;
- Large-scale visioning and land use analysis;
- Site-specific design recommendations for visibility, safety, connectivity and sustainability;
- Multi-modal linkage strategies, including pedestrian and bicycle usage
- Sound analysis and innovative understanding of what the market can absorb and what types of land uses are not only compatible but synergistic;
- Phasing strategies over time for maximum development success.





Mixed-Use Planning and Architecture Experience

Combining award-winning creativity with over 60 years of experience in maximizing value, budgeting, cost controls, and process oversight, Torti Gallas and Partners has unparalleled capabilities in the design and development of mixed-use environments. We have designed and implemented through construction over 8 million square feet of mixed-use urban retail in both downtown urban infill and freshly-born, authentic, lifestyle locales.

Our firm combines a unique set of skills and expertise in designing mixed-use Town Center communities. Our experience in delicately blending residential and commercial uses enables us to create thriving urban developments that successfully leverage each aspect and maximize their combined value. From the street-level facades and place making elements to the vertical demands of stacked uses, Torti Gallas knows how to mix these diverse aspects successfully into singular solutions that create distinctive places.



In planning and designing such places, our mission is to provide our clients with tighter, strategic control over the retail tenant mix and adjacencies, promoting cross shopping opportunities in order to enhance economic performance. We understand these environments from the perspective of both the developer and tenant, and therefore carefully plan the merchandising mix to achieve a balance between the strongest national retail, entertainment and restaurant tenants while successfully integrating an appropriate mix of local tenants, office users, and residents.

One particular aspect of Torti Gallas' expertise in designing award-winning mixed use places is in designing large-format retail with residential above. The demands of retailers for great, uncompromising street presence, while also accommodating their service needs are critical to their overall success. Combining the vertical needs of the retailer with the designs of viable and well-functioning residential units above them is no small feat. From devising the residential entry strategy, to creating efficient, market-accepted residential units that incorporate the complexities of retail shafts, mechanical systems and separated parking are all considerations that must be resolved into a single, unified solution.



We are proud of our numerous examples of mixed-use success. Although we have earned many national awards for this work, we believe that we distinguish ourselves by insisting that our environments are authentic and intrinsic to the communities in which they reside. We avoid generic implementations of short-lived retailing trends and we continually seek built realms that reflect their greater community and engender communal pride.



EXPERIENCE

TORTI GALLAS + PARTNERS | B.R.A.C. AREA PLANNING



Naval Training Center (NTC) Housing Revitalization

SAN DIEGO, CALIFORNIA

U.S Environmental Protection Agency National Award for Smart Growth Achievement; Multifamily Executive Niche Market Project of the Year



AERIAL OF THE VILLAGE OF NTC



SITE PLAN

This innovative public/private venture has transformed military base housing into traditional style neighborhoods on what had been the site of San Diego's NTC. Quiet streets designed to decrease vehicular traffic encourage vigorous runs and leisurely strolls through increased pedestrian safety. Front porches and play areas in close proximity to homes provide parents and children with the security of knowing that each is within sight. Park-like green spaces invite residents to take long walks or have impromptu gatherings. Redesigned streets connect with and resemble those of adjacent, established private sector residential neighborhoods.

The style and attention to detail in the community design is also found in the design of the homes. Homes are larger than typical military units and private

sector housing units, reflecting a desire to provide truly exceptional homes. Eat-in kitchens, adjacent to family rooms, opening onto private backyards, accommodate the lifestyles of today's families. The features and unit amenities have been selected to ease the burdens of military life and generally provide more efficient and comfortable environments for the families residing at NTC.

PROJECT DATA:

- family housing revitalization
- 500 residential units
- mix of 2- and 3-bedroom units
- handicapped accessible units
- new community clubhouse
- 7.2 acres of landscaped open areas
- sport courts and playing fields



The Parks at Walter Reed

WASHINGTON, DC



AERIAL VIEW OF THE PARKS AT WALTER REED



VIEW OF EISENHOWER VILLAGE TOWN CENTER

PROJECT DATA:

- 67 acre site
- 182 senior housing units
- 90 townhouse units
- 501 condominium units
- 1210 apartment units
- 189,363 SF office
- 150,000 SF hotel
- 262,211 SF retail
- 122,504 SF arts/creative

SERVICES PROVIDED:

- community meetings
- master planning
- architectural design
- urban design
- architecture guidelines

On the site of the historic Walter Reed Army Medical Center, our plan, done in collaboration with Hines-Urban, builds on the historic structures that will be preserved and the incredible beauty of the natural landscape to provide a mix of uses; create jobs and revenue; and contribute socially, environmentally and economically to the District of Columbia's bottom line, in line with it's vision and goals for the site. The development plan will position The Parks at Walter Reed as a major economic growth engine for the city, generating over 4,500 design, construction, management and operations jobs during development and over 1,600 permanent retail, office, hospitality, management and operations jobs at full build-out, an estimated \$37 million in annual revenue, and over \$1 billion in direct investment.



Faculty and Staff Housing, California State University

MONTEREY BAY, CALIFORNIA

The California State University Monterey Bay (CSUMB) Faculty and Staff Housing project was done for Clark Development as an unsolicited proposal. The Plan included passive and active recreational parks and spaces spread throughout the neighborhood within walking distance of all homes.

The intent of the design was to create a sustainable, Traditional Neighborhood Design (TND) that would be an enjoyable family-friendly place for the CSUMB faculty and staff. The homes would be designed to enhance the quality of neighborhood streetscapes. All houses would have a unique character, with front porches or stoops and all units will be alley-loaded with parking and services in the rear. There would be single-family, duplex, townhouse and apartment units interspersed throughout the site to accommodate families with different housing needs.

The homes in the neighborhood were to be of three distinctive architectural styles: Mission, Monterey Colonial and Craftsman. These styles were chosen because of their historical place in the Monterey Bay area architecture, adaptability to the mild local climate and ability to work together to form varied but harmonious streetscapes.

The CSUMB neighborhood will have a richness of character and the feel of a neighborhood that has been built and evolved over time.

PROGRAM DATA

- 492 residential units for faculty and staff
- 80 acre site

SERVICES PROVIDED:

- urban design
- conceptual grading plans



SITE PLAN



MONTEREY COLONIAL DUPLEX ELEVATION



CRAFTSMAN DUPLEX ELEVATION



MISSION TOWNHOUSE ELEVATION



Monterey Bay Military Family Housing

MONTEREY BAY, CALIFORNIA

2007 NAHB Pillars of the Industry Awards, Best Affordable Neighborhood Revitalization; 2005 Multifamily Executive Grand Award for Best use of Technology; 2005 Multifamily Executive Merit Award for Project of the Year, Military

"This project will improve quality of life for Soldiers, Sailors, Marines, Airmen, Coast Guardsmen and their families."

This innovative public/private venture is revitalizing the military family housing communities for the Presidio of Monterey (POM) and the Naval Postgraduate School (NPS) under the Army's RCI Program. The development, located at the Ord Military Community at former Fort Ord and La Mesa Village in Monterey, consists of new and replacement housing to serve the more than 4,000 Army and Navy service members and their families assigned to POM and NPS.

Our home designs take advantage of beautiful views of Monterey Bay and respect the natural rolling landscape. Beautiful grand trees are preserved when possible to convey an established neighborhood in a new home setting.

Under the proposed POM and NPS military housing plan, 2,023 new homes are being built and 41 historic homes renovated over a seven-year construction period. The total duration of the contract is 50 years and includes superior property management provisions for the continued upkeep and maintenance of the high quality, energy and water efficient housing.



NEW HOMES IN LA MESA



NEW HOMES IN HAYES PARK

PROGRAM DATA:

- renovate 41 historic homes
- provide 1,010 new 3,4 BR homes
 - Approximately 500 acres
 - La Mesa (Phase 1, 2, 3) - 359 units
 - Hayes Park - 179 units
 - Fitch (Phase 1) - 215 units
 - Kidney (Phase 1) - 257 units
- 5% handicapped adaptable/accessible units
- 2 new community clubhouses
- La Mesa Wellness and Cultural Center
- OMC Family Recreation Center

SERVICES PROVIDED:

- design charrette
- community meetings
- neighborhood planning
- architectural design

SUSTAINABLE DESIGN ELEMENTS:

- preserve specimen trees
- reuse existing infrastructure
- utilizes native landscaping
- utilizes local building styles and traditions



SITE PLAN



Baldwin Park Village Center

ORLANDO, FLORIDA

Baldwin Park is the infill new town located on the abandoned brownfield site of the former Orlando Naval Training Center on the shore of Lake Baldwin. The Village Center is a true mixed-use construct.

The Village Center is a vibrant, mixed-use urban environment, carefully crafted to be the centerpiece and seamless extension of the larger Village. Its form is derived from the idea of a traditional village wedded to the circumstances of the framework plan, the site, and the program. Main Street is a mixed-use street of three-story buildings with commercial on the ground floor and residential above, that is completely activated along its length by a series of spaces - the Office Square, Market Square, the Waterfront Square and the Harbor.

The traditional building types front onto the streets and spaces: homes have front porches and mixed-use buildings have arcades that offer shade to pedestrians. The architectural styles are traditional in the Central Florida area and are conceived to be compatible with one another in a way that seamlessly weaves variety and interest.

PROJECT DATA:

- 60 acre site
- 1,120 residential units
- 225,000 sf office space
- 75,000 sf commercial
- 80,000 sf flex space
- 45,000 sf grocery store



AERIAL VIEW OF BALDWIN PARK VILLAGE CENTER



SITE PLAN



RESIDENTIAL UNITS OVER RETAIL SHOPS



RESIDENTIAL UNITS OVER RETAIL SHOPS



RESIDENTIAL UNITS OVER RETAIL SHOPS



Wyvernwood Revitalization

LOS ANGELES, CALIFORNIA

Congress for the New Urbanism Charter Award, 2012

"...we see a wonderful opportunity to reconnect the neighborhood to Boyle heights and to improve connections to already very good mass transportation options..."

Working with developer Fifteen Group Land and Development, LLC, Torti Gallas and Partners is designing the redevelopment of Wyvernwood Garden Apartments in the Boyle Heights neighborhood of Los Angeles. This \$2 billion revitalization will replace the existing 1,187 units with 4,400 new units, and add 300,000 square feet of retail and commercial space. Nine acres of publicly accessible open space are also included in the plan. The new development will be designed as a sustainable community and may seek a LEED ND (Neighborhood Development) rating from the U.S. Green Building Council. The new Wyvernwood will be a market-rate apartment complex with 15% of the units set aside as affordable housing. With its mix of low-, mid-, and highrise apartment buildings, recreational facilities, mass transit stops, pedestrianfriendly walkways and increased density, the new development looks to attract Los Angeles' emerging middle class.

PROGRAM DATA

- 70 acre site
- 4,400 new residential units
- 300,000 SF of retail and commercial space
- 9 acres of publicly accessible open space
- 15% affordable housing set-aside

SERVICES PROVIDED:

- design charrette
- community meetings/consensus building
- public hearings
- master planning
- urban design
- architectural design
- form-based code
- specific plan document



AERIAL VIEW OF WYVERNWOOD IN CONTEXT TO DOWNTOWN LOS ANGELES



PUBLIC OPEN SPACE



COMMERCIAL AND RETAIL STREET



SITE PLAN



Redlands Downtown Master Plan

REDLANDS, CALIFORNIA



The focus of the Specific Plan was to create an inspiring, strategic vision for downtown Redlands by coordinating, harmonizing, and closely linking future private and public projects. To this end, Torti Gallas coordinated a design workshop intended to raise key issues relative to this critical and central downtown site in preparation for a larger, city-wide master planning effort.

Numerous urban concepts were investigated not only to develop a prioritized set of short-term, mid-term, and long-term goals, but also to explore a variety of funding and phasing strategies for this site. Each concept included a mix of uses intended to promote a pedestrian-friendly 24-hour atmosphere including a small hotel, movie theater addition, office and retail space, and a variety of residential possibilities.

These strategies were supported by a locally-funded central parking structure which provided parking for the existing land uses as well as new potential development. Because of this arrangement, each of the new uses could front on to public streets, and, in turn,

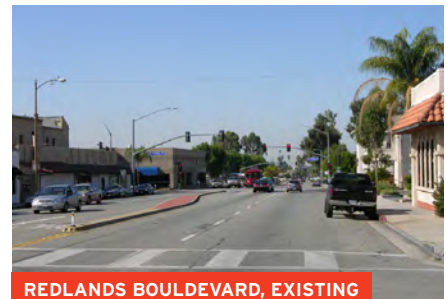
create a visually aesthetic yet functional urban center. Additionally, through the division of the site into smaller, more walkable blocks and through the location of a public plaza bordered by a mix of uses, the comprehensive Core Block strategy serves as a model for the urban revitalization of its adjacent neighborhoods.

PROJECT DATA:

- 76 acres
- 1,400 dwelling units
- boutique hotel
- 250,000 SF retail/restaurants
- cineplex expansion
- new commuter-rail station
- new auto-dealer row

SERVICES PROVIDED:

- programming
- feasibility/yield analysis
- community meeting
- design charrette
- master planning
- urban design
- parking/traffic analysis
- sustainability code



REDLANDS BOULDEVAR, EXISTING



REDLANDS BOULDEVAR, PROPOSED



West Side Corridor Studies Market Analysis, Master Plan and Form-Based District

SOUTH BEND, INDIANA

Congress for the New Urbanism Charter Award, 2016

Mirroring the plight of many mid-western cities, South Bend has seen a decline in key industrial employers and an accompanying decline in population. This has resulted in several urban problems including general disinvestment, high retail and residential vacancy, increased crime, and excess infrastructure while, for a large portion of the area, the cultural demographics have shifted from predominately Polish to predominately Latino. Furthermore, a Federal Consent Order for school desegregation places additional pressures on the neighborhoods while state policy has enacted a school voucher program impacting the public school system. As is common to many cities, limited funds add to the challenge.

Working with the City of South Bend in a public process, Torti Gallas developed a market-based strategic revitalization plan for the two principal corridors on South Bend's West Side - historic Lincoln Way and Western Avenue. First and foremost, the goal is to create a series of "neighborhoods of choice". When residents or future residents of South Bend think about where they want to live, the West Side should be at the top of the list. It is the intention of this plan to have both Lincoln Way and Western Avenue reassert themselves as vital primary streets that give new life to the neighborhoods they run through. One of the principal goals has been to develop a plan that will also attract private investment dollars.

SOME OF THE IMPLEMENTATION TOOLS USED INCLUDE:

Land Consolidation; Memorial Hospital Residential Development Tax Abatement District; Geographically Based Police, Firefighter, Teacher, Government Employee Tax Abatement District; Geographically Based Magnet Schools Reverse Commute Admissions Preference; Leverage Sewer Separation Funds; Pilot Project Coordination with Above Tools; TIF, Tax Abatement, Subsidies; Tactical Urbanism Facilitation



SERVICES PROVIDED

- visioning
- demographic analysis
- bi-lingual public charrette
- corridor and area master plan
- pilot project definition
- implementation strategy and matrix
- retail, residential and industrial market analysis
- Form-Based Code

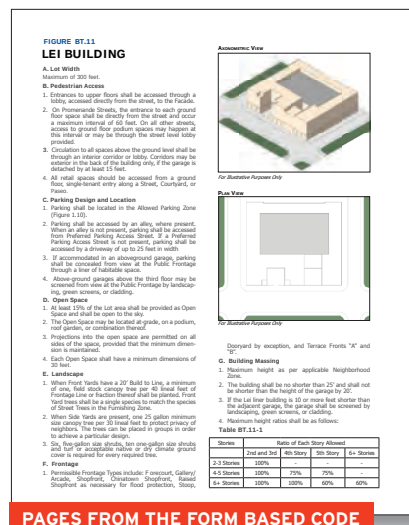
PROJECT DATA

- West Side study area: 2,500 AC/4-square miles
- Lincoln way Corridor Length: 3 miles
- Western Avenue Corridor length: 3.5 miles

KEY POLICIES

- The conversion from State Roads to City streets allowing bike lanes and on-street parking
- Transformation of retail from a strip development pattern to a node pattern
- Encouraging airport related uses at the west end of Lincoln Way
- Creation of an Arts and Design District
- Connecting the Historic Districts on the east side adjacent to downtown
- Expansion of the City Cemetery
- Consolidation of properties along the tracks
- Address crime through additional programs
- Creation of the Western Avenue Cultural District

“The Mauka Area is part of an island transect, from the mountains to the ocean, Mauka to Makai...Torti Gallas’ Form Based Code captures the spirit of this place and improves upon it.”



- TIM® site and build-out modeling
- form based code
- community meetings
- project management



Wyandanch TOWN OF BABYLON, LONG ISLAND, NEW YORK

Richard H. Driehaus Charitable Lead Trust Form-Based Codes Award, 2013; Congress for the New Urbanism Charter Award, 2015



AERIAL VIEW OF WYANDANCH



SITE PLAN

The Town Board of the Town of Babylon, New York undertook a public outreach process which helped the Wyandanch community define and envision its future. What emerged is a community generated “vision” plan, known as the “Wyandanch Rising Hamlet Plan,” that is based upon a New Urbanist paradigm, characterized by a pedestrian-friendly, transit oriented development, with a mix of uses, networked thoroughfares and opportunities for civic buildings and spaces; in short, a recipe for a sustainable and joyful public realm at a mass transit station.

Torti Gallas + Partners was commissioned by the Town of Babylon and the New York Department of State to lead a team of landscape architects, economists, civil engineers, cost estimators, zoning attorney, public outreach specialist, and transportation planners to create a highly sustainable and implementable TOD plan that also included a corridor study, and creation of a new form-based zoning ordinance. The Town of Babylon has a strong commitment to environmental sustainability and is pursuing LEED ND certification of this brownfield revitalization effort that will be the new heart of the hamlet of Wyandanch.

Situated at the intersection of Straight Path and the Long Island Railroad, the Core Area will become the civic and commercial heart of Wyandanch. Downtown Wyandanch has been designed to create a distinct “sense of place.” To achieve this goal, the design is influenced by regional traditional Long Island villages. This transit-oriented development has been designed with

equal attention to the public spaces (the streets, the parks, the squares and the like), and to the private realm. Using smart growth design principles, the design features a mix of uses and housing types, a connected network of streets, a variety of civic spaces and parks, and a streetscape designed as much for a pedestrian amenity as for vehicular movement.

PROJECT DATA:

- 135.7 acre site
- 150,000 SF of retail
- 1,300 residential units
- 70,000 SF of civic space
- 2,000 parking spaces

SERVICES PROVIDED:

- neighborhood planning
- feasibility/yield analysis
- multi-disciplinary team leader
- community charrette
- concept design
- sustainability code
- form-based code
- Town Information Modeling®



Westminster New Downtown

WESTMINSTER, COLORADO



STREET VIEW OF WESTMINSTER



SITE PLAN



TIM® MODEL OF WESTMINSTER

Torti Gallas worked with the City of Westminster to create a dramatic vision for a new mixed-use downtown to replace a demolished indoor shopping mall situated midway between the burgeoning Denver – Boulder tech corridor. This central, 105-acre site is adjacent to a planned new station of Denver's RTD train line. Key components of the plan include a seamless integration of a mix of retail, residential and office uses, a network of streets and public open spaces, multi-modal circulation and access to transit, urban design, development flexibility, and taking advantage of the fabulous views of the Front Range of the Rocky Mountains. The implementation of the vision will be accomplished via a Specific Plan (the first in the State of Colorado) and an accompanying Form-Based Code.

PROGRAM DATA:

- 105 acre site
- 21 acres of open space
- 1,000,000 SF of office
- 1,050,000 SF of retail
- 2,000 residential units

SERVICES PROVIDED:

- programming
- community workshops
- master planning
- conceptual design
- entitlement
- Town Information Modeling (TIM)®
- services
- design guidelines



Downtown Santa Monica Specific Plan

SANTA MONICA, CALIFORNIA



MODEL VIEW OF DOWNTOWN SANTA MONICA



VIEW OF WILSHIRE BOULEVARD, TODAY



VIEW OF WILSHIRE BOULEVARD, VISION

With the arrival of the Exposition Line providing a rail connection from Downtown Los Angeles to the Pacific Ocean for the first time since 1953, the Downtown Plan will guide the next phase of the pedestrian-oriented evolution of this beachfront city. The plan encompasses roughly forty city blocks, six of which, front the iconic Third Street Promenade. The plan seeks to

capitalize on the energy and vitality of the Promenade and seeks to expand and extend this energy to the east and west.

Recognizing that no matter how one arrives to the Downtown area, sooner or later, everyone becomes a pedestrian, the plan lavishes attention on the public realm through streetscape improvements and roadway reconfigurations to prioritize pedestrian comfort, utility, and safety as well as multimodal accessibility. By planning for both a range of public spaces of varying scales and by treating the street network as the Downtown's greatest public space the plan provides for an immersive pedestrian experience. 'Signature sidewalks' are strategically incorporated throughout the plan area, created by enhanced building setbacks, or road diets depending on the opportunities present. Meanwhile, design and development standards focus on the design of the sidewalk and building facades that front them in order to create humanscale, attractive and inviting frontages. The use of Town Information Modeling® (TIM®) allowed Torti Gallas to test various land use and development.

alternatives to arrive at design standards that are predictable and flexible to promote creative and elegant buildings and public spaces.

Even with its focus on the pedestrian, the plan provides strategic parking enhancements, aimed primarily at using existing parking assets more efficiently, while also providing for short and long term actions to increase the overall capacity of the circulation network including an enhanced bicycle network, and new street connections over the freeway. Incentives for desperately needed affordable housing, and a greater range of cultural and arts amenities are also feature prominently in the plan

PROJECT DATA

- 40 city blocks
- community design workshops
- stakeholder meetings
- public hearings
- specific plan
- 3D modeling
- design and development standards
- implementation and phasing

Firm Profile



Rincon is a multi-disciplinary environmental science, planning, and engineering consulting firm that provides quality professional services to government and industry. Rincon prides itself on the considerable depth of its staff, which includes professional certified urban planners, LEED associated professionals, geologists, doctors of environmental engineering, biologists, , certified wetland specialists and arborists, botanists, noise and air quality experts, and green-house gas verifiers. . One of our key strengths is our involvement in projects from “inception-to-implementation,” which

spans from pre-planning activities (alternative analyses, environmental constraints analysis, and technical report preparation) to project analysis (CEQA/NEPA compliance, regulatory permitting), through project implementation (hazards remediation, construction monitoring, stormwater compliance services) to post construction activities (habitat restoration, mitigation). As a result, we have a full understanding of the demands of large and small-scale projects, and the interaction between different environmental issues and the directives of the responsible regulatory agencies.

During Rincon’s 23-year history, we have received multiple awards for excellence from environmental planning industry organizations, including the American Planning Association and the Association of Environmental Professionals. Our financial strength was recognized in 2004, 2009, 2011 and again in 2015 by Zweig Group, when the nationally recognized A/E/P industry tracking group named us to its Hot 100 Firm list, recognizing revenue growth over time. The Rincon-authored City of Calabasas 2030 General Plan received the *Compass Blueprint Achievement for Visionary Planning for Sustainability* from the Southern California Association of Governments (SCAG). Rincon prepared the EIR for the Monterey Bay Sanctuary Scenic Trail Master Plan, which recently won the Transportation Award of Excellence from the APA Northern Section. Rincon’s work ethic was recognized when we achieved an A+ rating through Southern California Gas Company’s “report card” system. Our company values were acknowledged by the industry and employees when we received the “Best Places to Work For” by the Environmental Business Journal/CE News in 2009.

Our company values were acknowledged by the industry and employees when we received the “Best Firms to Work For” by the trade group Zweig Group in 2009, 2015, and 2017.

We have organized our land use planning and environmental planning services into six core areas: Environmental & Land Use Planning, Biological Resources Assessment and Regulatory Compliance, Environmental Site Assessment and Remediation, Water Resources, Cultural Resources, and Sustainability Services. We also have a GIS and Graphics group to enhance our documents and support our data analyses for projects addressing issues in the six aforementioned areas. Specific areas of expertise include:

- General Plans, Specific Plans, Elements, Site Planning & Community Design
- CEQA/NEPA Compliance
- Regional Transportation Planning, Trails Planning & Corridor Studies
- Climate Action Planning & Greenhouse Gas Assessment & Verification
- LEED/Green Building, Neighborhood Consulting & Certified Arborist Services
- Air Quality Studies, including Emissions Inventories and Dispersion Modeling
- Noise Studies, including Bio-Acoustic Evaluation
- Baseline Biological Resources Inventories & Special Status Plant & Wildlife Species Surveys
- Permitting: ESA/CESA, Drainage/Wetlands, Coastal Development & Grading
- Wetland Delineation, Riparian & Upland Habitat Mapping, Revegetation & Restoration Planning
- Cultural Resources (Archaeological & Paleontological) Surveys & Native American Consultation
- Construction & Mitigation Monitoring
- Stormwater Pollution Prevention Plans (SWPPP)
- Hazardous Waste Characterization, Site Remediation & Health Risk Assessments
- Complete Regulatory Compliance & Mitigation Planning as it pertains to these areas of expertise
- GIS & Graphics Resources, Newsletters/Brochures & Website Development

Project Experience



Seaside General Plan Update and EIR

Client: Lisa Brinton, Community and Economic Development Services Manager

City of Seaside

440 Harcourt Avenue, Seaside, CA 93955

831-899-6883, lbrinton@ci.seaside.ca.us

(subconsultant to Raimi and Associates)

Matt Raimi, Principal, AICP, LEED-AP

2000 Hearst Avenue, Suite 400 Berkeley, CA 94709

510-200-0520, matt@raimiassociates.com

Rincon is currently part of a team authorizing an update to the City of Seaside General Plan. Rincon is preparing the Noise, Conservation/Open Space, and Safety Elements of the General Plan and will collaborate with Raimi and Associates on the Parks and Recreation Element. In addition, Rincon is entirely responsible for the General Plan EIR which will establish the cumulative, growth-inducing, unavoidable, and irreversible significant effects framework for consideration of the environmental impacts of subsequent development projects.



Marina Downtown Vitalization Specific Plan and EIR

Client: Luke Connelly, Economic Development Manager
(Currently with Monterey County)

City of Marina

211 Hillcrest Avenue, Marina, CA 93933

Luke mobile: (408) 656-2499

Rincon prepared a Specific Plan to guide the development of the downtown core of the City of Marina, as well as a Program EIR to support this effort. The Specific Plan Area encompassed approximately 225-acres of centrally located

land and was intended to establish a residential, business, cultural, social, and governmental downtown center for the City of Marina. The project involved extensive community outreach to help guide the Specific Plan. Among the key issues include the possible narrowing of Reservation Road through the City's center from four to two lanes. The EIR evaluated both two-lane and four-lane project options at an equal level of detail.



Marina Veteran Transition Center IS-MND

Client: Christy Hopper, Planning Svs. Manager

City of Marina

209 Cypress Avenue, Marina, CA 93939

831-884-1238, chopper@ci.marina.ca.us

Rincon is currently preparing an IS-MND for the Veterans Transition Center project in Marina, California. The project site is located within the former U.S. Army Fort Ord, and is currently developed with four vacant duplex structures, previously used as army barracks. The project would entail

demolition of the existing structures and construction of a three-story apartment building with 72 units. The facility would allow veterans to reside at the service-based property in perpetuity, as opposed to transitional housing which limits the tenure of tenants. Rincon is preparing the CEQA document for the project. Key issues include aesthetics, noise, traffic, and water supply.



Scotts Valley Town Center Specific Plan EIR

Client: Debbie Rudd

Subconsultant to RRM Design Group

3765 S. Higuera St., #102, San Luis Obispo, CA 93401

805-543-1794, dlrudd@rrmdesigngroup.com

Rincon worked as part of a team to complete the Scotts Valley Town Center Specific Plan. Specifically, Rincon completed CEQA documentation for the project that involved a 30-acre mixed-use downtown/civic area including a town green, commercial retail stores, parking, library, multi-family

housing, and possibly a court house. The environmental documentation prepared included an Initial Study and EIR. The EIR was developed to facilitate mitigation with the Plan area and to minimize future development impacts. Key issues that addressed included: aesthetics, air quality, biological resources, cultural resources, geology/soils, hazards, hydrology, land use, noise, and traffic.

Firm Description

Fehr & Peers has specialized in providing transportation planning and engineering services to public and private sector clients since 1985. We develop creative, cost-effective, and results-oriented solutions to planning and design problems associated with all modes of transportation.

Specialized Services

We offer our clients the right combination of leading-edge technical skills and extensive knowledge of the communities in which we work to deliver comprehensive solutions and superior client service. We are nationally-recognized experts who routinely publish original research, serve on national committees, and teach courses to others in the industry. We do this while maintaining our commitment to translating those techniques into practical solutions. We offer specialized expertise within transportation including:

- Transit Planning
- Transportation Engineering & ITS Design
- Multimodal Operations & Simulation
- Conceptual Street & Transit Station Design
- Bicycle & Pedestrian Planning
- Integrated Land Use & Transportation Plans
- Sustainable Transportation
- Freight Systems & Airports
- Travel Behavior & Forecasting

Bicycle & Pedestrian
Land Use & Transportation
Sustainable Transportation
Multimodal Operations & Simulation
Transit Planning
Transportation Engineering
Freight & Goods Movement
Travel Behavior & Forecasting



Our Values

From our firm's inception in 1985, we have developed strong client relationships by following these core values:

- **Professional integrity and honesty**
"We are respected as a trustworthy firm."
- **A problem-solving attitude**
"We are known for using innovation and diligence to help our clients in significant ways."
- **Responsive and hard-working**
"We have a reputation for providing high quality, superior service that continually exceeds our clients' expectations."



Why Clients Hire Us

Clients hire Fehr & Peers because we provide the right combination of leading-edge technical skills, high-quality work, and superior client service. We thrive on challenging assignments in controversial environments where complex problems can only be solved by using state-of-the-practice analytical techniques, developing innovative, yet practical solutions, and achieving consensus amid the diverging views of stakeholders. We often find ourselves called into projects where others have failed. We consider each potential assignment carefully, and we only accept those projects to which we are fully committed and able to complete successfully.

Key Experience

College & University Experience

Fehr & Peers has extensive experience working with colleges and universities in the western U.S., particularly in California. In many cases Fehr & Peers has long-term relationships with institutions and provides a variety of transportation services including Long Range Development Plans and Master Plans; access and circulation studies; parking analysis and facility design support; and bicycle/pedestrian planning and design. Fehr and Peers sends client surveys to all clients upon project completion. Reviewing these survey results and dozens of unsolicited commendation

letters on file, it is clear that clients hire Fehr and Peers because of the firm's ability to combine best practice techniques with other key skills. Fehr & Peers has worked with over 50 campuses and enjoys the unique challenges campus planning projects pose.

Base Reuse Experience

Fehr & Peers has also worked on several base reuse efforts in Northern California. These include the Hamilton Field Reuse Plan and EIS in Novato, Mare Island Reuse Plan in Vallejo and numerous projects associated with new land uses proposed in the NASA Moffett Field area in Mountain View and Sunnyvale. The experience gained from these studies, as well as many site specific evaluations prepared for individual project sites within the base areas, means that Fehr & Peers has a deep understanding of the potential transportation issues and opportunities associated with base reuse planning. Specifically, it is essential that transportation opportunities be considered that take advantage of existing transportation infrastructure, while also identifying how existing facilities should be upgraded to achieve site circulation and access goals.

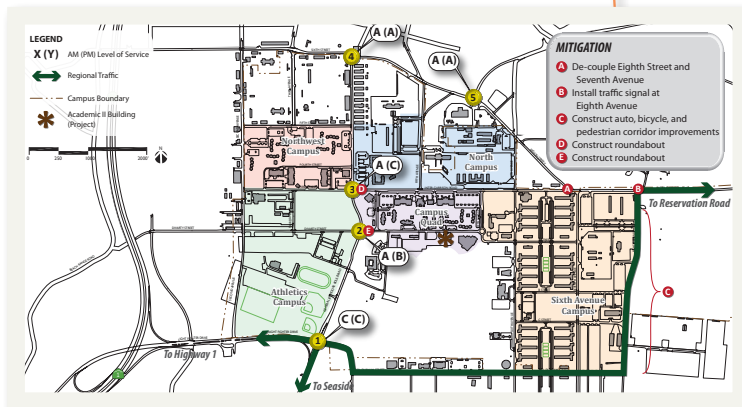
California State University at Monterey Bay Transportation Master Plan

Project Highlights

- Multimodal Transportation Analysis
- Robust Stakeholder Involvement
- On and Off-Campus Improvement Recommendations
- Conceptual Design with Cost Estimates Provided

Fehr & Peers was retained to develop a transportation master plan for the California State University at Monterey Bay. The effort included several meetings with stakeholders to understand the current transportation and land use context as well as coordination with the Team on developing future land use requirements to accommodate a 10,000 student campus. Fehr & Peers developed circulation systems for the auto, bicycle, pedestrian, and transit modes. Building service and emergency access requirements were also considered. Using a layering analysis, Fehr & Peers then worked with the stakeholders to prioritize travel modes for the streets and paths within the campus.

Fehr & Peers reevaluated the off-campus transportation infrastructure to prioritize off-site transportation changes that facilitate regional traffic flow while maintaining campus systems for transit, bikes, and pedestrians. The highest priority improvements (about 20) were documented in a technical memorandum. Fehr & Peers prepared concept drawings and cost estimates for the recommended transportation improvements expected to be needed as the campus grows.



Fehr & Peers evaluated the transportation implications for the Academic II Building; the analysis and documentation of which was used to obtain supplemental funding (about \$2.9 million) for improving transportation at the campus. Funded projects included two roundabouts, one traffic signal, roadway realignment, and pedestrian/bike/transit corridor improvements.

FEHR & PEERS

160 W. Santa Clara Street
Suite 675
San Jose, CA 95113
(408) 278-1700

Reference:

Kathleen Ventimiglia
Director of Campus Planning & Development
California State University Monterey Bay
831-582-4304
kventimiglia@csumb.edu



North Bayshore Precise Plan

FEHR & PEERS

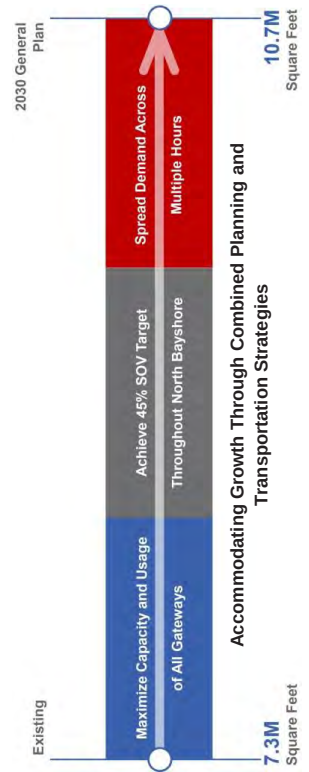
PROJECT HIGHLIGHTS

- Addition of 3.4 million square feet of office & R&D space in the North Bayshore area located in Mountain View, CA
- Determined peak hour vehicle capacity into the North Bayshore area
- Updated and applied the City of Mountain View travel demand model to understand travel demand and assess potential impacts
- North Bayshore Precise Plan adopted in December 2014

Fehr & Peers prepared the transportation impact analysis (TIA) for the North Bayshore Precise Plan. The Precise Plan will add 3.4 million square feet of office, and research and development space as well as hotel and retail uses to the North Bayshore area, which is already home to technology companies such as Microsoft, LinkedIn, Intuit, and Google.

With only three vehicle gateways and two multi-use paths into and out of North Bayshore, access by all modes of transportation is very constrained. One of Fehr & Peers' key contributions was to quantitatively determine the peak hour vehicle capacity for each gateway, which then served as the basis for evaluating the Precise Plan's impacts and defining a morning peak period trip cap used to monitor if the area is achieving its goal to reduce vehicle trips. As part of the analysis, Fehr & Peers also updated and applied the City of Mountain View travel demand model and identified impacts and mitigation for the intersections, freeways, pedestrian and bicycle facilities, and transit facilities and service. The resulting study was incorporated directly into the Precise Plan environmental impact report (EIR).

After the Precise Plan was adopted in December 2014, a subsequent study commenced to evaluate the addition of residential land uses to the North Bayshore area. Fehr & Peers is providing support on this effort.



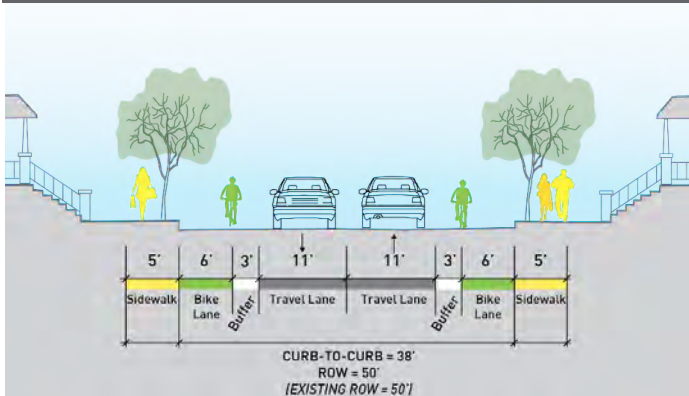
REFERENCE:
Martin Alkire
Principal Planner
500 Castro Street
Mountain View, CA 94039
650.903.6306



Sustainable Santa Cruz County Plan

PROJECT HIGHLIGHTS

- Emphasis on improvements aimed at improving walk and bicycle access to transit and street connectivity to enhance walkability and bikeability
- Walkshed analysis conducted to identify connectivity improvements across Highway 1 and between key activity centers
- Developed mode priority for streets within the study area based on the land use context and desired function of the local street



FEHR & PEERS

Fehr & Peers provided transportation planning and engineering services for the Santa Cruz County Sustainable Community and Transit Corridors Plan for the Santa Cruz County areas of Live Oak, Soquel and Aptos. The Plan provides a roadmap to meet future mobility goals by 2035 through community-driven policies and standards based on sustainable objectives. Fehr & Peers developed a future layered transportation network, sample street cross sections, list of potential performance measures, and a list of multimodal transportation improvements. The cross sections show examples of cycletracks along portions of Soquel Drive, bus islands, wider and complete sidewalks, express bus system, and biowswale medians. In addition, the Plan included a walkshed analysis depicting how pedestrian connectivity to key activity centers in the County would be improved with future Highway 1 overcrossings and neighborhood street connections.

Through the SCCP outreach process, a comprehensive list of suggested transportation infrastructure improvements was developed. Fehr & Peers matched these improvements to previously identified improvements from important regional documents, such as the Santa Cruz Regional Transportation Plan and conducted a performance evaluation of each improvement rooted in the guiding principles of the SCCP focused on improving the multimodal transportation network and the environment.



REFERENCE:

Paia Levine
Principal Planner
701 Ocean Street, Room 510
Santa Cruz, California 95060
831.454.5317

Firm Profile

WHITSON ENGINEERS is a general civil engineering firm, founded in 1979, concentrating in land development and governmental engineering services. The firm's projects are located primarily in the Monterey Bay Region. A vital part of the firm's goals is to continue to provide experienced service specific to communities within this region.

Being passionate about our work has led to our success over the years. Whitson Engineers is a small firm, highly selective of who we employ and the clientele we serve. We believe in hiring not only intelligent and talented staff, but also individuals who share in the firm's culture. Our staff of approximately 25 professionals is enthusiastic about its work and is generally our projects' largest proponent. As strong communicators, we understand the paramount importance of identifying the client's goals, and then establishing realistic and honest expectations to ensure success. A strong sense of community drives us to be responsible, both ethically and socially, for the areas we

serve. All this culminates into a thoughtful and deliberate design that delivers on our clients' vision.

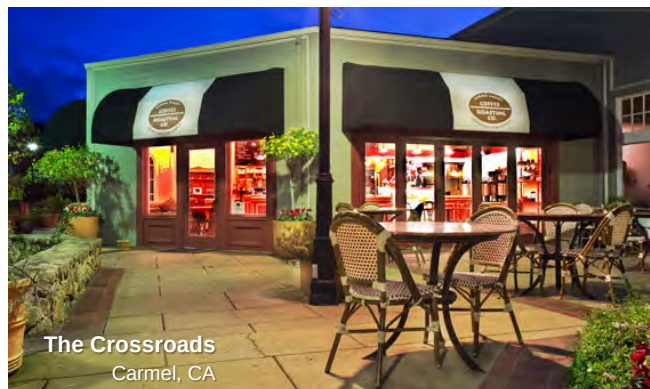


WHITSON ENGINEERS strives to provide first class service to our select clientele and maintain a high degree of professionalism in all our work. Critical to the delivery of exceptional service is the pride we take in being easy and fun to work with. The

firm makes this goal a reality through three key characteristics: we are accessible to our clients, highly responsive, and extraordinarily adaptable to a project's and client's needs.

Almost without exception, new clients are the result of referrals from existing clients, public agencies, and other professionals and colleagues. Considerable effort is expended in determining that project goals are compatible with the firm's reputation for environmental responsibility and sensitivity.

We continually expand our capabilities and equipment, in response to the changing requirements of the profession and of individual projects. Our firm has LEED accredited professionals and Qualified SWPPP Developers (QSD) on staff and Whitson Engineers has received multiple recognitions from the Regional Water Quality Control Board on our innovative use of Low Impact Development (LID) techniques.



We strongly believe in the use of emerging technologies to make work more efficient, productive and better communicate design concepts. Our firm utilizes the latest in AutoCAD Civil 3D, Infracore, Google Earth Pro, ArcView GIS, and other engineering, graphics, and visual simulation-related software. The efficiencies provided by being current with technological software advances have allowed us to essentially eliminate the need for separate engineering and drafting functions on many of our projects. We have fully equipped survey crews which are able to provide our clients all the survey requirements for any project. Utilizing the latest in Trimble global positioning systems (GPS)

WE WHITSON ENGINEERS

Response to Request for Proposal

Firm Profile

and total robotic stations, our professional staff has the latest in technology at their disposal to provide innovative solutions resulting in increased productivity for our clients. Our FFA-licensed Commercial Pilots use Phantom IV Drones to increase our data mobility, visualization, access and efficiency on projects. Our surveyors collect Digital orthophotos at resolutions as low as 1" for many of our survey sites, allowing current, up to date photography. Drone imagery is also particularly useful for mapping and photographing difficult access areas, including landslides, coastal bluffs, bridges and rooftop mechanical systems.

WHITSON ENGINEERS has invested in Deltek Vision, the first fully integrated project management software, which automates scheduling, budgeting, forecasting, and resource management in one application. With Vision, we use real-time sharing of information to effectively schedule staff to the right projects, monitor and control project performance, and immediately identify problems with schedules. Our project managers have the right tools to maximize our resources.



WHITSON ENGINEERS has three offices located in Monterey, Santa Cruz, and Los Angeles, California. Each of our offices provides ample space for expansion of staff as required to meet workload. We have a server-based network linking all offices consisting of an array of modern engineering computers and print devices. Each staff member is equipped with the latest in computer technology and access to high-speed internet.

WHITSON ENGINEERS is a California Corporation and a State of California Certified Small Business Enterprise (SBE). We are also a Certified Green Business by the Monterey Bay Area Green Business Program.



Firm Profile

WHITSON ENGINEERS has received several awards for engineering and business excellence in its 38 plus years of experience. Recent and representative awards and recognitions include:

2015

American Public Works Association Monterey Bay Chapter **Project of the Year** for Highland-Otis Park Renovations.

2013

American Public Works Association Monterey Bay Chapter **Project of the Year** for the County of Santa Cruz Redevelopment Parkway Improvement project.

2013

Transportation Agency for Monterey County (TAMC) **Transportation Excellence Award** for the Del Monte Avenue/Pacific Street Intersection Improvement Project



2013, 2012, 2008

Best Places to Work in Monterey County Award by the Monterey County Business Council



2011

National Association of Home Builders, **Best of 50+ Housing Awards**, Best Renovations 50+ Housing Project to Sherwood Village Senior Apartments



2008

The State of California Water Quality Control Board presented two **Resolutions of Appreciation**: Tynan Village and Sherwood Village, Salinas, CA. The resolutions recognized the innovative use of stormwater treatment techniques to protect the waters of the Central Coast and the green, sustainable building methods utilized in both projects

2004

Consulting Engineers and Land Surveyors of California **Engineering Excellence Merit Award**: Small Firm Competition for the Carmel Route 1 Climbing Lane



2003

California Construction **Best of California Award** for the entry pavilion parking structure, Community Hospital of the Monterey Peninsula



2002

Transportation Agency for Monterey County (TAMC) **Transportation Excellence Award** for the Carmel Route 1 Climbing Lane

Relevant Experience & References

WHITSON ENGINEERS have successfully worked for or coordinated directly with many of the public agencies located in the City of Seaside and jurisdictions within the Former Fort Ord. Below is a select list of these representative projects, which either have commonalities due to project type or stakeholder. These projects involved extensive design, surveying and coordination with governmental agencies and stakeholders, ultimately leading to project entitlement for the project developer.

Representative Fort Ord Projects

- California Central Coast Veterans Cemetery (FORA, City of Seaside)
- CSUMB Promontory Student Housing (CSUMB, City of Marina)
- Monterey Bay Charter School (CSUMB, City of Seaside)
- CSUMB SunEdison Solar Facility (CSUMB)
- Fort Ord Dunes State Park (State of California, TAMC)
- Veterans Transition Center (VTC, City of Marina)
- VA Outpatient Clinic (VA, City of Marina)
- Community Hospital of Monterey Peninsula (CHOMP) Marina Campus (City of Marina)
- Fort Ord Ordinance and Explosives Remediation Support
- Imjin Office Park (FORA, City of Marina)Seaside General Plan (City of Seaside)
- City of Marina Airport Specific Plan (City of Marina)
- Fort Ord Eco Hostel (City of Seaside)
- CSUMB Parking Improvements (City of Marina, CSUMB)
- Monterey Peninsula College Parker Flats Facilities Emergency Vehicle Operations Course (EVOC) and Firefighter Training Facilities (MPC)
- Eastside Parkway, including portions of Parker Flats Road, Parker Flats Cut-Off, Gigling Road, and Inter-Garrison Road (FORA, City of Seaside, Monterey County)
- Coe Avenue Class 2 Bike Lanes and Pedestrian Improvements (City of Seaside)
- Department of Defense Building Accessible Parking Improvements(City of Seaside)

General Plans, Master Plans, Specific Plans & Infrastructure Studies

Over the years, Whitson Engineers has been fortunate to work on a wide array of projects to determine infrastructure needs and demands. Below is a select list of projects our firm has had experience with.

- City of Marina Airport Specific Plan
- San Juan Valley Master Plan
- Victorine Ranch Master Plan
- Laguna Seca Master Plan
- Stevenson School Master Plan
- Seaside General Plan Update
- Carmel River Inn Master Plan
- North Monterey County Unified School District Master Plan
- Community Hospital of the Monterey Peninsula Master Plan Mapping
- Tanimura and Antle Master Plan
- Marina High School Master Plan
- California Central Coast Veterans Cemetery Development Master Plan
- Monterey Peninsula College Parker Flats
- VA/DoD Central Coast Out Patient Clinic - Infrastructure Assessment

Relevant Experience & References

Representative Mixed Use, Retail, and Housing

- Barnyard Shopping Village (Carmel, CA)
- Cinemark Theater at the Dunes of Monterey Bay (Marina, CA)
- Crossroads Carmel (Carmel, CA)
- Del Monte Shopping Center (Monterey, CA)
- Northridge Mall (Salinas, CA)
- Castroville Station (Castroville, CA) 21 Soledad (MidPen Housing, Salinas, CA)
- Hacienda Housing (HACM, Salinas, CA)
- Tynan Village (HACM, Salinas, CA)
- Promontory Student Housing (CSUMB, Marina, CA)
- Phippen Orchards (MidPen Housing, Watsonville, CA)
- Dunes on Monterey Bay (Shea Homes, Marina, CA)
- Sherwood Village (CHISPA, Salinas, CA)
- Stevenson School Faculty Housing (Stevenson School, Pebble Beach, CA)
- East Garrison Development (UCP, Monterey County, CA)

Relevant Experience & References



EAST GARRISON

Client: UCP, LLC

Contact: Michael Cady (408)323-1113

Whitson Engineers has provided civil engineering and construction staking services since 2010 for the 1,400 unit East Garrison mixed use project on the former Fort Ord army base in Monterey County. The project is based on traditional neighborhood design standards and includes historic preservation, an arts district, town center, fire station, and walkable mixed income neighborhoods that bring together a sustainable community. The project involves extensive engineering design, surveying, and coordination with governmental agencies and public utility companies on behalf of the project developer and builder.



MARINA MUNICIPAL AIRPORT BUSINESS AND INDUSTRIAL PARK/ UC MBEST CENTER SPECIFIC PLAN

Client: LSA Associates, Inc.

Contact: Frank Haselton, Managing Principal (949)553-0666

Whitson Engineers provided civil engineering services to support the preparation of a new Specific Plan for the property surrounding the Marina Municipal Airport. Tasks included the gathering of existing topographic and utility data, research on utility connection points and available capacities for the preparation of a technical report, and collaboration on the proposed site plan. The Specific Plan is currently being reviewed by the City of Marina.



CENTRAL COAST CALIFORNIA VETERANS CEMETERY DEVELOPMENT MASTER PLAN

Client: County of Monterey

Contact: Jim Cook, Director Housing and Redevelopment Office (831)755-5390

Whitson Engineers provided Civil Engineering services for the preparation of the CCCVC Development Master Plan. Whitson Engineers performed an initial site infrastructure investigation, which included an inventory of existing facilities, recommendations regarding utility extensions that would be required in order to serve the site. Whitson Engineers also developed grading and drainage recommendations, public road right-of-way improvement recommendations based on the requirements of the City of



MONTEREY PENINSULA COLLEGE PARKER FLATS FACILITIES EMERGENCY VEHICLE OPERATIONS COURSE (EVOC) AND FIREFIGHTER TRAINING FACILITIES

Client: Monterey Peninsula College

Contact: Alan Butler, Senior Principal TLCD Architecture (707)525-5600

Whitson Engineers performed a site infrastructure investigation in conjunction with preparation of preliminary budgetary estimates for the development of an Emergency Vehicle Operations Course and Firefighter Training Facility in the former Fort Ord. Whitson Engineers investigated the suitability of alternative service connections for water, sewer, electrical, gas, and data service, and reported on the costs and benefits of extending the utilities to the site alternative.



resume



Education

- Master of Architecture, 1981, Syracuse University
- Bachelor of Architecture, 1978, Carnegie-Mellon University

Registration

- 1983, Architect, AZ, CA, HI, NV, NY, TX, UT, NCARB
- LEED Accredited Professional, 2004



Santa Monica Downtown



Westminster



Rendering of Wilshire/Rodeo Station

Neal I. Payton, FAIA, LEED AP BD+C • Principal-in-Charge and Project Manager

Mr. Payton is a Principal at Torti Gallas, where he directs the West Coast office. His work involves Urban Design and Town Planning activities at a variety of scales, including inner city revitalization, inner suburban infill and refill, transit-oriented development in emerging development areas as well as regional plans for counties and metropolitan areas. Often called upon to work on politically sensitive sites, Mr. Payton has led over 50 design charrettes and participated in close to 100. Mr. Payton's urban design efforts have been honored nationally with numerous design awards from the American Institute of Architects and the Congress for the New Urbanism (CNU), among others. He was recently awarded the "Paul Crawford Memorial Award" by the California Chapter of the CNU.

In addition to these planning efforts, Mr. Payton works on crafting many of the individual architectural commissions of the firm to the urban context within which they will sit. The architectural work of Torti Gallas focuses on residential and mixed-use development that is inextricably linked to urbanism and placemaking rather than to the making of individual object buildings. As a result of this experience, Mr. Payton is able to craft urban and architectural guidelines that are market sensitive, yet support the urban design.

Prior to joining Torti Gallas, Mr. Payton headed his own Town Planning and Urban Design Practice. During this time he developed his expertise as a Community Facilitator, working with citizens and developers in community development and revitalization projects.

Selected Project Experience

Santa Monica Downtown Specific Plan, Santa Monica, CA - The Downtown Specific Plan seeks to lay the ground work for a pedestrian-oriented evolution of the district with the coming of light rail and other major civic projects. The plan capitalizes on the energy and vitality of Santa Monica's Third Street Promenade and seeks to expand and extend this energy to the east and west. Design and development standards focus on the design of the sidewalk and building facades that front it to create human-scale, attractive and inviting frontages.

Metro Purple Line Extension Urban Design, Los Angeles, CA - Working with LA Metro, and PB America, Torti Gallas led the design team through a series of public meetings, charrettes, and urban design visioning that included creation of a set of station area design typologies meant to guide growth and planning at and near the proposed station areas. The project included more detailed station site planning and design, renderings, and stakeholder meeting facilitation.

Coast Highway Vision and Strategic Plan, Oceanside, CA - Creation of a transit-oriented urban design plan linking economic development and environmental sustainability to revitalize historic Coast Highway 101. Torti Gallas led workshops and intensive visioning exercises during two week-long charrettes with community members and stakeholders to create an inspiring downtown "Main Street" with two transit-oriented mixed-use neighborhoods, a new harbor hospitality/entertainment node, a vibrant Arts & Technology District, and design guidelines to preserve the unique beach character of neighborhoods.

Downtown Round Rock Master Plan, Round Rock, TX - Planning effort for the revitalization of the City's historic downtown. Based on the input received during a week-long community charrette, public meetings and presentations, the team crafted a vision and design standards that included an extended "Main Street," a new public square surrounded by human-scaled and pedestrian-oriented retail uses, a new cultural center and performing arts space, and a context-sensitive code to preserve historic buildings and extend the unique character of downtown outward.

Westminster New Downtown, Westminster, CO - Torti Gallas is provided a vision and a framework for a new downtown for the City of Westminster, located in the Denver-Boulder tech corridor. The redevelopment plan lays the fabric for an urban mixed-use neighborhood with 2,000 new homes, 21 acres of open space and over 1,000,000 SF of both office and retail space on a 105-acre site formerly used as an indoor shopping mall.

Downtown Specific Plan, Sacramento, CA - Anticipating the construction of the new Downtown streetcar and Torti Gallas is working with ESA and City staff is to craft new policy recommendations to support TOD around the station areas, and create a more livable downtown area. As part of the effort, TG+P is crafting a Public Arts Plan, updating existing Design Guidelines and recommending Zoning Ordinance changes.

Mauka Area Form Based Code, Honolulu, HI - Torti Gallas led the planning process to create a Form Based Code and a TIM® (Town Information Modeling®) Process for a major area of Honolulu between downtown and Waikiki.



Education

- Bachelor of Architecture, University of Notre Dame, 2012



Coast Highway Standards and Guidelines



Westminster New Downtown



Mayor Wright Homes

Mr. Huerta's experience has been shaped by working on varied scales of the built environment including town planning, historic preservation and rehabilitation, and custom single family residences. His broad involvement in different facets of the field establishes his symbiotic approach to architecture and urban planning that emphasizes the important relationship between the public and private realm and how it shapes how we live. He has served as assistant project manager on several of the projects listed below including Mayor Wright Homes and Lilydale Quarry Redevelopment.

Selected Project Experience

Westminster New Downtown, Westminster, CO - Torti Gallas is providing a vision and a framework for a new downtown for the City of Westminster, located in the Denver-Boulder tech corridor. The redevelopment plan lays the fabric for an urban mixed-use neighborhood with 2,000 new homes, 21 acres of open space and over 1,000,000 SF of both office and retail space on a 105-acre site formerly used as an indoor shopping mall.

Santa Monica Downtown Specific Plan, Santa Monica, CA - The Downtown Specific Plan seeks to lay the ground work for a pedestrian-oriented evolution of the district with the coming of light rail and other major civic projects. The plan capitalizes on the energy and vitality of Santa Monica's Third Street Promenade and seeks to expand and extend this energy to the east and west. Design and development standards focus on the design of the sidewalk and building facades that front it to create human-scale, attractive and inviting frontages.

Coast Highway Standards and Guidelines, Oceanside, CA - Building on the Coast Highway Vision and Strategic Plan developed by Torti Gallas and adopted in 2012, the Coast Highway Standards and Guidelines will serve as a guiding document to steer new development within the corridor. The Development Standards translate goals and policies of the Plan into objective and measurable Standards, while the Design Guidelines ensure that new development in the private realm will exhibit the highest standard of urban design, architecture, and landscaping.

Mayor Wright Homes Redevelopment Plan, Honolulu, HI - Mayor Wright Homes is a 14.8-acre distressed public housing site in walking distance to Downtown Honolulu. With a new light rail station coming to the site, this project presents the opportunity to transform a gated public housing development into a high-density mixed-income neighborhood. The master plan seeks to integrate the project into the adjoining Kalihi-Palama neighborhood and provide additional housing in a city that is struggling under a housing crisis.

East Pleasanton Master Plan, East Pleasanton, CA - Utilizing the principles of New Urbanism that focus on walkability, connectivity, providing for civic spaces, and a mix of housing types, this project is designed as the first phase for a master plan covering a much larger site area. While this plan is designed to create a sense of place in and of itself, it is also designed to seamlessly connect to later phases. The plan is organized around a main north/south avenue with a center median running from Busch Road to a neighborhood square. The plan area includes a range of housing types with densities ranging from 4 dwelling units/acre up to 11-13 dwelling units/acre - all single family units, either detached or attached. This range of unit types is important for achieving the housing diversity needed to serve a broader range of residents, including young families and senior citizens. In order to encourage walkability and community interaction, the plan utilizes the concept of 'complete streets,' in which motor vehicles, bicycles, and pedestrians are equal constituents.

Lilydale Quarry Redevelopment - Situated about 1-hour (by train) outside of Melbourne, Australia, an old limestone quarry is being redeveloped as a TOD complete with a new train station. The four-hundred acre site will not only serve as the pedestrian friendly home for thousands of new residents, and close to a quarter of a million square feet of retail space, it will also include a healthy component of park space, including sculpture gardens, and performance venues. As the gateway to the Yarra Valley (a significant wine producing area of SE Australia, and popular tourist attraction), the site will be a jumping off point for day-trippers, who may one-day determine that this new community is a great place to live and raise a family.



Education

- Bachelor of Landscape Architecture, Department of Landscape Architecture and Environmental Planning, Utah State University, 1994

Registration

- Certified Planner, AICP #021220, 2006



Downtown Wyandanch



West Side Corridor Studies



The Parks at Walter Reed

Mr. Aulestia is a Partner and Design Leader in the Region and Town Planning Studio. Mr. Aulestia has led planning and design efforts throughout the United States and abroad for both public and private sector clients. His public sector expertise includes Neighborhood Plans, Corridor Plans, Form Based Codes, Design Guidelines, and Urban Design. His private sector expertise includes Transit Oriented Development, Mixed-Use, Sprawl Repair, Master Planned Communities and Urban Design. Mr. Aulestia often lectures on the topics of Smart Growth, Place-Making, and Form-Based Codes. National Awards include the Driehaus Form Based Code Award, CNU Charter Award, CNU Merit Award, and AIA PIA Award.

Selected Project Experience

Downtown Wyandanch, Babylon, NY - Torti Gallas was commissioned by the Town of Babylon and the New York Department of State to lead a multi-discipline team to create a highly sustainable and implementable TOD plan, undertake a corridor study, and create a new form-based zoning ordinance. The Town is pursuing LEED-ND certification of this 135 acre brownfield revitalization that will include 1,300 new homes, 150,000 SF of retail, 70,000 SF of civic space and parking for 2,000 cars.

West Side Corridor Studies Market Analysis and Master Plan, South Bend, IN - Mirroring the plight of many mid-western cities, South Bend has seen a decline in key industrial employers and an accompanying decline in population. Working with the City of South Bend in a bi-lingual, public charrette process, Torti Gallas developed a market-based strategic revitalization plan for the two principal corridors on South Bend's West Side - the 3-mile Lincoln Way Corridor and the 3.5 mile Western Avenue Corridor.

The Parks at Walter Reed, Washington, DC - Torti Gallas is part of the winning team selected by the District of Columbia to redevelop the former Walter Reed Army Medical Center site. The 67-acre Parks at Walter Reed will include nearly 2,000 new residences and 725,000 SF of office, hotel, retail and arts/creative uses. Additionally, the development plan will position The Parks at Walter Reed as a major economic growth engine for the District, generating over 4,500 jobs during development and over 1,600 permanent jobs at full build-out, an estimated \$37 million in annual revenue, and over \$1 billion in direct investment.

Miramar Town Center, Miramar, FL - Creation of a Town Center and Civic Center Master Plan, form-based code, architectural pattern book, and detailed Civic Center site planning. This vibrant, 54-acre town center includes Miramar's new City Hall, a Cultural Arts Center, Library, and Transit Hub, as well as 526 residential units, 101,000 square feet of retail, and 78,000 square feet of office. The Master Plan, Regulating Plan, and Design Code have been adopted by the city.

Loudoun Metro Center, Loudoun County, VA - Located on approximately 368 acres, Loudoun Center serves as a model for Smart Growth and mixed-use transit-oriented development. The new development will provide 3,000,000 SF of employment, 530,000 SF of retail, a 100,000 SF arts center, 300,000 SF hotel and 5,000 homes.

Belmont Heights, Tampa, FL - HOPE VI revitalization of barracks-style public housing into a vibrant new mixed-income residential neighborhood of 860 units, 3 community centers and 1 community center/educational facility. The new master plan, generated through a series of town meetings, knits the new streets and houses into the surrounding traditional neighborhoods.

Eco Verde, St. Petersburg, FL - Redevelopment Plan for the Tropicana Field site and immediate vicinity. The plan includes 1,935 rental homes, 755 for sale homes, 800,000 SF of office, a 600-room hotel and more than 1 million SF of retail.

The Knolls of Dover, Dutchess County, NY - This new sustainable, transit oriented development creates a vibrant mixed-use center and main street that preserves historic industrial buildings while at the same time preserving the area's abundant natural features. The 937 acre community contains 1,400 new homes, 66 historic renovations and 143,500 SF of commercial space.

Encore Haverstraw, Haverstraw, NY - Transformation of a 163 acre former psychiatric hospital site into a traditional Main Street community of 500 new homes, 30,000 SF of retail, a 10,000 SF community center and a 100-room inn and spa.

**Education**

- Master of Architecture in Urban Design, Cornell University, 1991
- Bachelor of Architecture, University of Notre Dame, 1983

Registration

- 1983, Architect, AZ, CA, HI, NV, NY, TX, UT, NCARB
- LEED Accredited Professional, 2004



Baldwin Park



The Village at NTC Housing



Monterey Bay Military Family Housing

Mr. Goodill is a Senior Urban Designer at Torti Gallas. His work involves planning and urban design projects at the local, regional and national level for both public and private sector clients. Mr. Goodill has led and participated in numerous design charrettes, both in the United States and abroad. Mr. Goodill's projects have received national design awards from such prestigious organizations as the American Institute of Architects, the Urban Land Institute and the Congress for the New Urbanism.

Selected Project Experience

Baldwin Park Village Center, Orlando, Florida - An infill new town located on the site of the former Orlando Naval Training Center. The Village Center is a vibrant, mixed-use urban environment, which includes 1,120 residential units, 225,000 sf of office space, 75,000 sf of commercial space, 80,000 sf of flex space and a 45,000 sf grocery store.

The Village at NTC Housing, San Diego, California - Privatization and revitalization of family housing at Naval Complex San Diego totalling 500 units in a mix of one-story bungalows, two- and three-story townhomes. Amenities include a new Community Clubhouse, Parks, Play Lots, Tot Lots, Tennis, Volleyball and Basketball Courts, and a new Navy Exchange.

Army and Navy Family Housing Privatizations, Monterey, California - Privatization and revitalization of military family housing communities at the Presidio of Monterey (POM) and the Naval Postgraduate School (NPS). The development, located at the former Fort Ord and La Mesa Village in Monterey, consists of 2,000 new and replacement homes with neighborhood and community centers.

Liberty Center, Liberty Township, OH - a new mixed use Town Center located mid-way between Dayton and Cincinnati, Ohio. The new development will include 180 residential apartments and townhouses, 925,000 sf of retail, a 16-screen movie theatre, a 150-room hotel, and 100,000 sf office.

One Loudoun, Loudoun County, VA - A new mixed-use town center with 1,040 new homes in a mix of mid-rise apartment buildings with street level retail, townhomes and single family homes, 702,000 SF of retail and 3 million SF of office space. One Loudoun is the first project in Loudoun County to receive the Smart Growth Award from the Smart Growth Alliance.

Bahcesehir, Istanbul, Turkey - Master planning, infrastructure design, and architectural design of over 2,300 new homes in a mix of 30 housing types, as well as numerous educational and public facilities for this New Town outside Istanbul.

King Farm, Montgomery County, Maryland - A 440-acre new mixed-use community designed utilizing the principles of Traditional Neighborhood Design which includes 3,200 residential units, 3.17 million sf of office/employment space and 125 sf of retail.

Crystal City Master Plan, Arlington County, VA - Creation of a preferred Concept Plan with strong urban and architectural design guidelines and a policy framework to be used in future development. Arlington County initiated the Master Planning process following Federal Government BRAC decisions which will leave over 4,000,000 sf of existing office space available in Crystal City over the next 10 years. Torti Gallas created a TOD, mixed-use, pedestrian friendly vision for the future of the City and facilitated a public process to see this Master Plan through to realization. This LEED-ND Certified Master Plan was entitled and adopted by the Arlington County Planning Commission and the Arlington County Board.



Education

- Masters in Architecture, Slovak Technical University, Bratislava, Slovakia, 1998

Certifications

- Autodesk Certified Professional



Downtown Westminster



West Side Corridor Studies



The Parks at Walter Reed

Mr. Brandersky is Director of Digital Design at Torti Gallas. His responsibilities include BIM/CAD coordination, project planning and implementation, creation of 3D renderings, software implementation, evaluating new BIM related software and technologies, development of BIM standards, and the implementation and enforcement of same. Mr. Brandersky also provides support for printing, plotting and electronic file submission, fundamental, intermediate and advanced software training and mentoring. He provides day-to-day support to multiple project teams, attends conferences, seminars and tech-tours for BIM products. He is an AUGI member and has been an Autodesk University Attendee since 2007.

Selected Project Experience

Westminster New Downtown, Westminster, CO - Torti Gallas provided a vision and a framework for a new downtown for the City of Westminster, located in the Denver-Boulder tech corridor. The redevelopment plan lays the fabric for an urban mixed-use neighborhood with 2,000 new homes, 21 acres of open space and over 1,000,000 SF of both office and retail space on a 105-acre site formerly used as an indoor shopping mall.

Lyon Place at Clarendon Center, Arlington, VA - is a LEED Certified, two-block, two-building, mixed-use/TOD infill development at the Clarendon Metro stop. The project consists of 244 residential units, 43,000 sf of retail, 181,000 sf of office and parking for 600 cars. Two existing buildings on these blocks have been preserved as historic as part of the project.

Warrior in Transition Complex, Fort Belvoir, VA - As part of its program to rehabilitate wounded warriors returning from Iraq and Afghanistan, the Army developed standards for Warrior in Transition campuses that include living quarters, administrative offices, and a soldier family assistance center. At Fort Belvoir, Torti Gallas' scope included the design of two barracks buildings of approximately 195,000 SF and 288 beds, and the planning and landscape design of the entire complex. All of the WIT facilities together form a complex and provide a cohesive mission in the healing process of the soldier.

Rockville Town Center, Rockville, MD - Located in the heart of the city of Rockville, this new mixed-use development includes 485 residential units, a 140-room hotel, and 23,000 SF of retail. Since parking lost at the existing lot must be replaced, a total of 1,156 parking spaces will be provided in the 1.4 Million SF development.

Downtown Revitalization Master Plan, Temple Terrace, FL - Torti Gallas led a team of consultants and stakeholders in the redevelopment of an aging suburban shopping area into a vibrant, mixed-use downtown. Over 1,000 residents and business owners participated in a series of public workshops and charrettes. A relocated City Hall, a new Performing Arts Center, a mix of retail, office and residential uses, and improved connections and access to the Hillsborough riverfront, create a new heart and focus for the City.

Metropolitan Park, Arlington, Virginia - Occupying a full city block, this 699-unit, high-rise, mixed-use project will be a signature piece of the larger Metropolitan Park development. The majority of the 40,800 sf of ground floor retail space will be occupied by a high-end grocery store and two smaller retail spaces.

19 Nineteen at 1900 Wilson Boulevard, Arlington, VA - Designed to promote a pedestrian friendly and walkable environment for the building tenants and surrounding Arlington community this in-fill project contains 191 residential units, 20,000 SF of retail, 255 parking spaces, 84 bicycle spaces, a fitness center and is designed to be LEED Silver Certified.

Ormanada, Zekeriyakoy, Turkey - a new mixed-use community 35 km north of Istanbul with 313 new luxury homes, a 2,700 SM Social Club and 544 SM of convenience retail. Inspired by the relaxed lifestyle of mid-century modern and contemporary courtyard homes, Ormanada offers affordable luxury in a wonderful and comfortable neighborhood.

Fort Stanton Recreation Center, Washington, DC - Demolition of an existing building and design and construction of a new 18,000 SF Recreation Center with gymnasium, youth activity center and a senior's lounge. Having met with the community to understand their wants and needs, Torti Gallas was able to incorporate this into the design of the new Fort Stanton Recreation Center. An existing pool building will remain, with minor upgrades and repairs to be performed.



Stephen Svete, AICP, LEED, AP ND

ROLE: PRINCIPAL-IN-CHARGE

OFFICE: MONTEREY

Stephen Svete is a founding Principal at Rincon Consultants and served as the firm's President from 2000 to 2011. He is currently oversees a range of urban planning and land use studies. He also works to development approaches to community involvement and environmental analysis work. He has directed successful projects ranging from focused central city corridor revitalization studies to general plans and annexation studies in rural areas of California. Mr. Svete has developed an expertise in the area of active transportation, trails, and open space and recreation systems. He is a noted planning commentator, serving for 11 years as Contributing Editor to California.

EDUCATION

M.A., Architecture and Urban Planning, UCLA Graduate School of Architecture and Urban Planning

B.A., Geography, University of California, Riverside

D.E.U.G., Université Paul Valéry, Montpellier, France

AFFILIATIONS

American Institute of Certified Planners (#6943)

LEED AP Neighborhood Development (#10577131)

Member, California State University Channel Islands Campus Planning Committee

EXPERIENCE

Rincon Consultants, Inc. (1994 – present)

Fugro West, Inc. (1988 – 1994)

Envicom Corporation (1986 – 1988)

Urban Innovations Group (1985 – 1986)

Alhambra Redevelopment Agency (1984 – 1985)

PROJECT EXPERIENCE

GENERAL PLANS AND ELEMENTS

- City of Seaside General Plan Update and EIR
- City of City of Millbrae General Plan Update, PDA Specific Plan, and EIR
- City of Novato General Plan Technical Studies and EIR
- City of Alhambra General Plan and EIR
- City of Calipatria General Plan
- City of Avalon General Plan, Local Coastal Plan, and EIR
- City of Calabasas General Plan and EIR
- City of Ventura General Plan
- City of Paso Robles General Plan
- City of Santa Paula General Plan and EIR
- City of Thousand Oaks Safety Element
- City of Santa Monica Circulation Element EIR
- City of Santa Maria Sphere of Influence and Concurrent Annexation Study
- City of San Luis Obispo Land Use/Circulation Elements EIR

SPECIFIC PLANS

- Downtown Vitalization Specific Plan, City of Marina
- California State University Channel Islands Specific Reuse Plan, CSU Office of the Chancellor
- Chandler Ranch Specific Plan, City of Paso Robles
- Santa Monica Civic Center Specific Plan
- Malibu Civic Center Specific Plan, County of Los Angeles
- Ventura Boulevard Specific Plan, City of Los Angeles



PROJECT EXPERIENCE, CONT'D

TRAILS AND OPEN SPACE PLANNING

- Monterey Bay Sanctuary Scenic Trail EIR, Santa Cruz County Regional Transportation Commission
- Bicycle and Pedestrian Master Plan, City of Marina
- SCAG South Branch Arroyo Conejo Multi-Use Pathway Plan
- Agoura Hills Recreation Center Trailhead Trail Studies
- Chorro Valley Trail Study, San Luis Obispo Council of Governments
- Santa Rosa Trail Constraints Analysis, County of Ventura
- Open Space, Trails, and Greenway Study, Pleasant Valley Recreation and Parks District
- CSUCI University Park Needs Assessment, CSU Channel Islands
- Ventura Botanical Gardens Constraints and Opportunities Analysis, City of Ventura
- Santa Fe Trail Plan and EIR, Tulare County Association of Governments
- City of Ojai Bicycle and Pedestrian Master Plan
- Santa Clara River Trail EIR, City of Santa Clarita
- VCMC Expansion EIR, County of Ventura Public Works Agency
- Channel Island Harbor Public Facilities Plan Amendments, County of Ventura General Services Agency

AWARDS

American Planning Association, Pleasant Valley Recreation and Parks Open Space, Trails, and Greenway Study, 2013

Southern California Association of Governments, City of Calabasas General Plan, 2010

American Planning Association, City of Paso Robles General Plan, 2004

American Planning Association, City of Santa Maria Sphere of Influence and Concurrent Annexation Study, 1994

PUBLICATIONS

"Combating 'Sameness' with a Formula Business Ordinance." March 2003. Zoning News. Chicago, Illinois

"Farmland Disappears: Does Williamson Act Prevent, or Track Loss?" January 15, 1995. Bakersfield Californian. Bakersfield, California

"Is Metrolink More Than an Insurance Policy against Disaster?" with William Fulton. February 13, 1994. Los Angeles Times. Los Angeles, California

"Is Gold Again Filling Coffers of Golden State Retailers?" November 28, 1994. California Public Finance. Sacramento, California



Rincon Consultants, Inc.
Environmental Scientists · Planners · Engineers



Megan Jones, MPP

ROLE: PROJECT MANAGER

OFFICE: MONTEREY

Megan Jones serves as a Senior Program Manager within Rincon's Environmental Science and Planning group and manages operations of Rincon's Monterey office. In this capacity, she is involved in a wide range of CEQA/NEPA environmental documentation, urban planning and land use studies, technical analysis, as well as community involvement and permitting activities. She has an extensive background in environmental management, policy, and environmental planning and contributes to successful environmental and planning projects, ranging from programmatic review of general plans and regional transportation plans to project specific review of development projects and large scale solar development. Ms. Jones is skilled at balancing the goals of conveying complex environmental issues to the general public and preparing legally defensible and highly technical CEQA and NEPA documents.

EDUCATION

Master of Public Policy (MPP),
California State University
Monterey Bay (2012)

B.A., Environmental Studies,
University of Oregon (2005)

B.A., Geography, University of
Oregon (2005)

AFFILIATIONS

Association of Environmental
Professionals, Monterey Bay
Chapter Board Member (CEQA
Workshop Coordinator and
Programs Co-Chair)

American Public Works
Association, Member

EXPERIENCE

Rincon Consultants, Inc. (2005
– present)

PROJECT EXPERIENCE

COMMUNITY PLANNING

- Seaside General Plan Update and EIR, City of Seaside
- Millbrae General Plan Update and EIR, City of Millbrae
- Union City General Plan Update Background Report, City of Union City
- Marina Downtown Vitalization Specific Plan and EIR, City of Marina
- Marina Pedestrian and Bicycle Master Plan, City of Marina
- Lompoc General Plan Update, City of Lompoc
- Chandler Ranch Area Specific Plan, City of Paso Robles

TRAILS AND OPEN SPACE PLANNING

- Pedro Point Headlands Trail Improvement and Restoration Project, Pacifica Land Trust
- Monterey Bay Sanctuary Scenic Trail Master Plan EIR, Santa Cruz County Regional Transportation Commission
- River Parkway and Regional Park Project EIR, County of San Benito

PROJECT- AND PROGRAM-LEVEL CEQA DOCUMENTATION

- Monterey/Pacific Grove Area of Special Biological Significance Stormwater Management Project EIR, City of Monterey/Fall Creek Engineering
- Metropolitan Transportation Plan/Sustainable Communities Strategy EIR, Association of Monterey Bay Area Governments
- Sunnyside Estates Project EIR, County of San Benito
- Felton Meadow Project EIR, County of Santa Cruz
- Marina Drive Townhomes IS-MND, City of Marina
- Jail Expansion Project IS-MND, County of San Benito
- Project Indian Pilot Wells Program IS-MND, Citadel Exploration, Inc.
- Urban-Runoff Diversion Project, Phase 3 Project IS-MND, City of Pacific Grove



PROJECT EXPERIENCE, CONT'D

- Marina High School and Joint Use Community Recreation Facilities EIR, Monterey Peninsula Unified School District
- Walter Colton Storm Drain Improvement Project IS-MND, Monterey Peninsula Unified School District
- Schools Facilities Change Program IS-MND, Monterey Peninsula Unified School District
- Regional Transportation Plan/Sustainable Communities Strategy EIR, Tulare County Association of Governments
- Single Use Bag Ban Ordinance EIRs, County of San Mateo, City of Palo Alto, City of Sunnyvale, City of Huntington Beach
- AMC Theater Development Agreement Project EIR, City of Santa Monica
- Shandon Community Plan Update EIR, County of San Luis Obispo
- Santa Margarita Ranch EIR, County of San Luis Obispo

NEPA DOCUMENTATION

- Four Federally Funded Transportation Projects CEQA and NEPA Compliance, City of Watsonville
- On-call NEPA Environmental Review Services, City and County of San Francisco Mayor's Office of Housing and Community Development
- Multiple Projects NEPA Compliance, Housing Authority of the County of Santa Cruz
- Multiple Projects NEPA Compliance, Housing Authority of the County of Alameda
- NEPA Compliance Documentation, County of Santa Barbara Housing Authority
- Union Valley Parkway Extension/Interchange Project EIR/EA, City of Santa Maria

CONTRACT PLANNING

- San Clemente Dam Removal Project Staff Assistance, County of Monterey
- On-call CEQA consulting, County of Monterey
- Contract Planning, City of Marina
- Contract Planning, City of Pacific Grove

PUBLICATIONS

"The Williamson Act and Monterey County: Conserving Ranchlands Despite Budget Constraints," October 2011
"Cattle and Water Quality in the Pajaro River Watershed," May 2013



Rincon Consultants, Inc.
Environmental Scientists · Planners · Engineers



Christy Sabdo, MS, AICP

SENIOR ENVIRONMENTAL PLANNER

As a Senior Environmental Project Manager in Rincon's Environmental Sciences and Planning Group in the Monterey office, Ms. Sabdo brings over fifteen years of experience managing short-and long-range projects as a land use and environmental planner. Ms. Sabdo has extensive experience in contract planning and environmental review, particularly California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documentation. Previously, Christy worked on current and long range planning projects for Kane County, Illinois, a county recognized for integrating land use, health, and transportation planning in the Chicago metropolitan region. Ms. Sabdo is skilled at researching technical planning and environmental topics, and writing public policy documents, such as comprehensive plans and staff reports. She has extensive experience reviewing residential, commercial development, and industrial proposals for compliance with zoning standards, subdivision regulations, and urban design standards/guidelines.

EDUCATION

M.S., Geography, Northern Illinois University, Illinois

B.A., Geography with emphasis in natural resource and environmental geography, San Diego State University, California

CERTIFICATIONS/REGISTRATIONS

American Planning Association (APA), American Institute of Certified Planners, 2016

AFFILIATIONS

Out-of-State Member, Illinois Soil Classifiers Association
Speaker Coordinator, APA ENRE Division, National Planning Conference, Los Angeles (2012)

Sponsorship Committee, APA Upper Midwest Planning Conference (2009)

Sponsorship Chair, APA Upper Midwest Planning Conference (2007)

EXPERIENCE

Rincon Consultants, Inc. (2014 – present)

Kane County, Illinois (2001 – 2013)

County of San Diego, California (1998 – 2001)

PROJECT EXPERIENCE

LONG-RANGE COMMUNITY PLANNING

- General Plan Update, City of Seaside
- General Plan Update, County of Fresno
- Kane County 2040 Plan, Healthy People, Healthy Living, Healthy Communities, Kane County, IL
- Walkability Plan, A Plan for Unincorporated Areas, Aurora, Dundee, and St. Charles Townships, 2012
- Smart Growth Criteria and Affordable Housing Exemption Criteria, Kane County Road Impact Fee Update, 2007
- Land Evaluation and Site Assessment (LESA) for Kane County, 2004
- City of Aurora, Countryside Vision Plan and Design Guidelines, 2002

PROJECT- AND PROGRAM-LEVEL CEQA DOCUMENTATION

- Lynwood Transit Area Specific Plan EIR, City of Lynwood
- Shasta County RTP/SCS Admin PEIR, Shasta County
- Burton Ranch Specific Plan EIR Addendum, City of Lompoc
- Ventura Pilot Concert Series Focused EIR (noise), City of Ventura
- Guadalupe Housing Element Update IS-ND, City of Guadalupe
- Guadalupe Court Multi-Family Housing Project IS-MND, City of Guadalupe
- South Whittier Library IS-MND, City of South Whittier
- Agriculture Issues General Plan Amendment and Implementing Rezone EIR, Co. of San Diego
- Sycamore Ranch Golf Course MUP, County of San Diego
- Steele Canyon Golf Course IS/NOP, Steele Canyon Supplemental EIR, County of San Diego



PROJECT EXPERIENCE, CONT'D

CURRENT PLANNING

- Serosun Farms PUD, Kane County, IL
- Mill Creek PUD, 4th Addition, Kane County, IL
- Corron Estates, Kane County, IL
- Heritage Prairie Farm, Commerical Kitchen and Market, Special Use Permit, Kane County, IL
- Settlements of La Fox PUD, Kane County, IL

CONTRACT PLANNING

- City of Dublin, April 2016 - present
- City of Gilroy, October 2015 - present
- City of Carmel-by-the Sea, April 2014 - January 2016
- County of San Benito, 2014 - 2015

ADVISORY AND TECHNICAL DOCUMENTS

- Go to 2040 Plan, a plan for the Chicago metropolitan region, member of Environmental and Natural Resources Working Group for the Chicago Metropolitan Agency for Planning
- Fox River-Jelkes Creek Watershed Plan, IEPA 319 grant, Technical Committee for the Kane-DuPage Soil and Water Conservation District and USDA NRCS
- 2040 Transit Plan, Kane County, IL
- Bus Rapid Transit Study, Kane County, IL
- Facility Planning Area/Antidegradation Study, Village of Gilberts and Maple Park, IL

PUBLICATIONS

Sabdo, Christy. "Tillage System Impacts on Soil Carbon Stocks in Northcentral Illinois." MS thesis. Northern Illinois University. 2007. Print.



Rincon Consultants, Inc.
Environmental Scientists · Planners · Engineers



Matt Haynes

Principal

about

Matt has over 15 years of experience and is an expert in sustainable transportation and campus planning. He has an extensive background in integrated transportation and land use studies, bicycle and pedestrian planning, multimodal corridor studies, and transportation impact analysis. Over the course of his career, Matt has managed numerous multimodal transportation studies and master planning efforts throughout the state.

education

M.S. in Transportation Engineering, University of California, Berkeley, 2001

M.C.P. in City and Regional Planning, University of California, Berkeley, 2001

B.S. in Civil and Environmental Engineering (with honors), University of California, Davis, 1999

affiliations

- American Planning Association / AICP
- Licensed Civil Engineer in California
- Congress for the New Urbanism
- SPUR San Jose Policy Board

project experience

California State University Monterey Bay Master Plan and EIR (Marina/Seaside, California)

Matt is serving as Principal in Charge of the transportation component of CSUMB's Master Plan update and EIR. The Master Plan includes a strong emphasis on multimodal access and circulation strategies to effectively and sustainably guide campus growth over the next several years.

Monterey Citywide Transportation and Parking Plan (Monterey, CA)

Matt managed the development of a comprehensive circulation analysis and multimodal transportation plan for

the City of Monterey. The analysis evaluated opportunities to enhance bicycle, pedestrian, and transit access, as well as to provide an efficient and effective parking program.

AMBAG Sustainable Communities Strategy Implementation Plan (Monterey, Santa Cruz and San Benito Counties)

Matt managed this project to develop a method of evaluating and ranking transit priority projects and land use opportunity areas in the AMBAG region. The opportunity areas are anticipated to guide future investment and land use patterns in the region as AMBAG seeks to implement the goals of its Sustainable Communities Strategy.

Sustainable Santa Cruz County Plan (Santa Cruz County, CA)

Matt served as Principal in Charge of the Sustainable Santa Cruz County Plan, which envisions an integrated transportation and land use framework for portions of Santa Cruz County between the City of Santa Cruz and Aptos.

Google Transportation Master Planning (Mountain View, California)

Matt has served as Project Manager and Principal in Charge of several transportation projects and tasks related to Google's campus master planning efforts over the last five years. This has included extensive work analyzing transportation patterns and improvement needs for all travel modes, including bicycling, walking, Google Bus and automobile access.

Genentech Campus Master Plan (South San Francisco, CA)

Matt managed the transportation element to the Genentech Campus Master Plan, which was designed to provide a 10-year development strategy for Genentech's main campus in South San Francisco. At buildout, the



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campus will include over 6 million square feet of development and accommodate over 15,000 employees.

Santa Monica Land Use and Circulation Element and Walking/Bicycling Model (Santa Monica, CA)

Matt served as project manager for the development of a fully validated walking and bicycling travel demand model for the City. The model was the first of its kind in the state and has been referenced nationally as a best practice in measuring walking and bicycling demand.

Foothill College Master Plan (Santa Clara County, CA)

Matt managed Fehr & Peers' role on this campus master planning effort, which evaluated strategies to manage parking supply and demand, improve walking access and promote increased bus access to the Foothill College campus.

Cal Poly San Luis Obispo Student Housing South EIR (San Luis Obispo, CA)

Matt served as Principal in Charge of this project, which developed a focused transportation strategy and evaluated CEQA transportation impacts for proposed Student Housing South development at Cal Poly.

City College of San Francisco Performing Arts Center (San Francisco, CA)

Matt supported Fehr & Peers' efforts on this project, which would develop a new performing arts center on an existing parking facility at CCSF's main campus. Working closely with a multidisciplinary design team, Matt led the development of the transit access, emergency vehicle access and parking management aspects to the plan development effort.

Genentech Transit Hub and Bus Stop Design Studies (South San Francisco, CA)

As part of implementation of the Genentech Master Plan, Matt managed several studies to develop detailed designs to evaluate transit center alternatives, provide high-quality bus waiting areas and improve shuttle route efficiency on Genentech's South San Francisco campus.

Envision 2040 General Plan Update and EIR (San José, California)

Matt served as project manager this project, which includes the transportation analysis and circulation policy development for the Envision San José 2040 General Plan update. Major elements of the project have included development of a citywide network of street typologies and innovative travel demand model enhancements including the addition of smart growth sensitivity,

greenhouse gas emission outputs and direct transit ridership forecasting. A key goal of the General Plan is to promote San José as a walking and bicycling-first City.

San Francisco Pedestrian Master Plan and Pedestrian Volume Model (San Francisco, CA)

Matt co-managed this project which included development of pedestrian travel forecasts, a detailed project prioritization methodology supported by a GIS-based pedestrian volume model, comprehensive collision analysis, and a summary of innovative technologies.

Geary Boulevard BRT EIR/EIS (San Francisco, CA)

As part of this project, Matt is managing Fehr & Peers' efforts to analyze BRT alternatives using the VISSIM microsimulation software. The project will introduce dedicated right-of-way BRT service along a 5-mile section of Geary Boulevard in San Francisco.

VTA Express Bus Business Plan (Santa Clara County, CA)

Matt managed Fehr & Peers' role on this study, which included performing a market analysis of express bus patrons and evaluating opportunities to better capture target rider groups. This analysis was used to help identify potential service changes and partnership opportunities between VTA and local shuttle providers.

San José Diridon Station Area Plan (San José, CA)

Matt managed this project for Fehr & Peers, which developed access and circulation plan options, as well as a preferred multimodal access, circulation and connectivity plan for the Diridon Station Area Plan in San José. Our work included development of concepts for the proposed transportation network and recommendations to minimize conflicts between travel modes and maximize circulation efficiency.



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Daniel Rubins, PE

Associate

about

Daniel is an effective project manager recognized by his clients for his communication style and his ability to keep them informed of important project information and milestones. He is passionate about forecasting and travel behavior analysis, and is recognized as one of Fehr & Peers' Travel Behavior and Forecasting experts. He thrives on complex projects with interesting challenges that require innovative solutions. He has more than ten years of experience in transportation planning and traffic engineering, and has successfully completed transportation planning and traffic engineering, and has successfully completed transportation impact analysis studies, environmental impact reports, street design standards studies, site access and on-site circulation studies, transportation operations analysis, and Citywide model development projects.

education

Masters of Science in Civil and Environmental Engineering, University of California, Davis, 2004.
Bachelors of Science in Civil and Environmental Engineering, University of California, Davis, 2002 (with high honors)

affiliations

- Institute of Transportation Engineers (ITE)

registrations

Licensed Professional Engineer, State of California (72141)

expertise

- Travel Demand Forecasting
- Vehicle Miles Traveled and Greenhouse Gas Analysis
- Transportation Impact Analysis & Environmental Assessment
- Parking and Trip Generation Studies
- Complete Streets
- Traffic Calming

publications & presentations

California American Planning Association Conference, *On-Road Transportation GHG Emissions*, October 2012.

California Association of Environmental Professionals Conference, *On-Road Transportation GHG Emissions*, May 2012

Rubins, D. "Forecasting Community-Wide Greenhouse Gas Emissions and Setting Reduction Targets: On-Road Transportation Chapter" Association of Environmental Professionals, 2012.

Rubins, D. I., and S. Handy. "Bicycle Crossing Times: A Case Study of the City of Davis." In *Transportation Research Record 1939*, TRB, National Research Council, Washington, D.C., 2005, pp. 22-27.

Rubins, D. "Evaluating Equity for Transit Service: A Case Study of Sacramento." Masters Thesis. University of California, Davis, 2004.



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Daniel Rubins, PE
Associate

project experience

Marina Downtown Vitalization Specific Plan (Monterey County, California)

Mr. Rubins conducted an operational feasibility analysis using SimTraffic for the City of Marina to guide the development of a pedestrian and bicycle friendly downtown core. This analysis evaluated the traffic operations of key downtown vitalization features such as the narrowing of Reservation Road. Mr. Rubins developed a sub-area travel demand model for the City of Marina study area to support this analysis.

City Place Santa Clara EIR (Santa Clara, California)

Daniel managed the preparation of the transportation section of the Environmental Impact Report (EIR) for the City Place Santa Clara project. City Place Santa Clara is a multi-phased, 9.2 million square-foot mixed-use development located just north of Levi's Stadium. The southern portion of the site is within one-half mile of three rail transit stations (VTA LRT Great America and Lick Mill stations and the ACE and Capitol Corridor/Amtrak Great America station) and multiple bicycle facilities providing multimodal site access.

As a part of the analysis, Fehr & Peers updated and used the VTA travel demand model to develop traffic forecasts for the 125 study intersections and 90 miles of study freeway segments. The trip generation estimates used local high-tech office trip generation rates and Fehr & Peers' MXD+ tool to account for trip internalization.

Due to its proximity to Levi's Stadium, impacts during special events were also evaluated.

To accommodate future development both a Transportation Demand Management (TDM) Plan and a Multimodal Improvement Plan would be implemented. The TDM Plan monitoring will include driveway counts to assess compliance with trip thresholds and surveys of office employee's transportation mode shares. And a Multimodal Improvement Plan will be developed to include a list of off-setting transit, bicycle, and pedestrian improvements in addition to those included as part of the project and as part of the TDM Plan.

Salinas Sphere of Influence (SOI) and Annexation Supplemental Transportation Impact Analysis (Salinas, California)

Mr. Rubins was responsible for the preparation of the supplemental transportation impact analysis (STIA) for the proposed Sphere of Influence (SOI) Amendment and Annexation development north of East Boronda Road in the City of Salinas. The project area has three specific plan areas (West, Central and East) with distinct development plans and land uses. Mr. Rubins conducted the roadway segment analysis to identify the potential impacts to regional and sub-regional facilities maintained by Caltrans, Monterey County and the City of Salinas. This analysis included the successful completion of a sub-area AMBAG travel demand model validation that improved our ability to forecast future traffic volumes within the project study area.

North Bayshore Precise Plan (Mountain View, California)

Mr. Rubins managed the preparation of the transportation impact analysis (TIA) for the North Bayshore Precise Plan. The Precise Plan will add 3.6 million square feet of office, and research and development space with supporting uses, and 9,850 dwelling units, which is already home to technology companies such as Microsoft, LinkedIn, Intuit, and Google.

With only three vehicle gateways and two multi-use paths into and out of North Bayshore, access by all modes of transportation is very constrained. One of Fehr & Peers' key contributions was to quantitatively determine the peak hour vehicle capacity for each gateway, which then served as the basis for evaluating the Precise Plan's impacts and defining a morning peak period trip cap used to monitor if the area is achieving its goal to reduce vehicle trips.

In support of the Precise Plan policy development, Fehr & Peers developed a very detailed trip generation model to test how very aggressive TDM measures, parking supply ratios and land use mix influenced the trip generation in North Bayshore.

As part of the analysis, Fehr & Peers also updated and applied the City of Mountain View travel demand model and identified impacts and mitigation for the intersections, freeways, pedestrian and bicycle facilities, and transit facilities and service. The resulting study was incorporated directly into the Precise Plan environmental impact report (EIR).



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Key Personnel



RICHARD P. WEBER, PE PLS QSD | Principal

California Registered Civil Engineer #55219

California Licensed Land Surveyor #8002

California Qualified SWPPP Developer / Preparer #20534

EDUCATION: Bachelors of Science in Civil Engineering
Santa Clara University, Santa Clara, California

QUALIFICATIONS:

Over twenty years' experience as a Project Manager and Design Engineer for both public and private institutional clients. Areas of expertise include site planning and design for institutional and campus environments, storm water management, Low Impact Development (LID), road and highway design, Geographic Information Systems (GIS), and land surveying.

REPRESENTATIVE PROJECT EXPERIENCE:

- **Central Coast VA/DOD Outpatient Clinic** – *Department of Veterans Affairs* –Prepared the initial site infrastructure investigation for a three-story, 104,000 SF facility on 14-acres on the former Fort Ord. Investigation included off-site utility extensions, grading and drainage, right-of-way, public street improvements, and land use analysis
- **Central Coast California Veterans Cemetery** – *Monterey County Redevelopment Agency* - Prepared a Site Development and Infrastructure Assessment for the development of a new 80-acre cemetery on the former Fort Ord. Assessment included off-site utility main extensions for water, reclaimed water, sanitary sewer, gas, electric, and communications systems; topography, grading and drainage; road right-of-way and public street improvements; and preliminary construction cost estimates.
- **Promontory Student Housing** - *AMCAL Multi-Housing, Inc.* – Principal-in-Charge of the planning and design for a 176 unit (585 bed) student housing project in Marina, CA adjacent to the CSUMB campus. The 8 acre project included 3 4-story buildings parking and utility extensions.
- **Peninsula Wellness Center** – *Community Hospital of the Monterey Peninsula* –Prepared plans and specifications for sitework associated with the development of a new 9-acre medical campus. Construction includes a new 28,000 sf medical office building, 34,000 sf Health and Wellness center and grading for future buildings, parking improvements, an on-site stormwater retention facility, and public water and sewer facilities.
- **Parker Flats EVOC Facilities** – *Monterey Peninsula College* –Oversaw the preparation of a Site Development and Infrastructure Assessment for the development of a new 30 acre training facility on the former Fort Ord. Assessment included off-site utility main extensions for water, reclaimed water, sanitary sewer, gas, electric, and communications systems; grading and drainage; road right-of-way and public street improvements; and preliminary construction cost estimates.
- **Tynan Village** – *Housing Authority of the County of Monterey* – Principal-in-Charge of civil site design and off site frontage improvements for the 5.9 acre affordable housing and mixed-use complex and parking structure in Salinas, CA.
- **Eastside Parkway, Parker Flats Road, Parker Flats Cut-Off, Gigling Road, and Inter-Garrison Road** – *Fort Ord Reuse Authority* – Principal in charge of aerial topographic mapping, preparation of a Utility Needs Assessment, development of Conceptual Roadway Centerline Maps, and preparation of 90% Plans, Specifications, and Estimate for Eastside Parkway, Inter-Garrison Road, Parker Flats Road, Parker Flats Cut-Off, Gigling Road, and Inter-Garrison Road in the former Fort Ord.

PROFESSIONAL ORGANIZATIONS:

California Society of Professional Engineers (Past President-Monterey Bay Chapter)
American Council of Engineering Companies (Past President-Monterey Bay Chapter)
American Public Works Association

WE WHITSON ENGINEERS

Key Personnel



ANDREW P. HUNTER, PE | Director of Civil Engineering

California Registered Civil Engineer #67730

EDUCATION: Bachelors of Science in Civil & Environmental Engineering
University of California, Berkeley, California

QUALIFICATIONS:

Sixteen years of experience as a civil engineer for both public and private sector clients. Areas of expertise include subdivision layouts, site grading and drainage, sewer, water, and storm drain systems, public roadway improvements, education projects, and commercial developments.

REPRESENTATIVE PROJECT EXPERIENCE:

- **East Garrison Community** - UCP/Benchmark – Assisted with preliminary site layouts and prepared a Vesting Tentative Map, Cost Estimates, Rough Grading Plans, Improvement Plans, and Final Maps for the first 2 phases of construction of the 1,400 unit East Garrison project on the Former Fort Ord army base in Monterey County. Processed plans and reports with Monterey County and Marina Coast Water District.
- **Promontory Student Housing** - AMCAL Multi-Housing, Inc. – Currently in the planning and design stage for a 176 unit (585 bed) student housing project in Marina, CA adjacent to the CSUMB campus. The project entails 3 4-story buildings and 429 parking spaces on an 8 acre site.
- **Ironhorse North (formerly CarriageWood)** - UCP/TRI Pointe Homes – Prepared a Vesting Tentative Map, Preliminary Cost Estimates, Grading and Drainage Studies, Utility Studies, Improvement Plans, and a Final Map for a 32 lot subdivision in Morgan Hill, CA. The project involved extensive preliminary planning with Dahlin Group in order to meet City development standards.
- **Junsay Oaks** - Community Housing Improvement Systems and Planning Association (CHISPA) – Currently in the planning and design stage for a 47 unit low income senior apartment building in Marina, CA. Planning has included extensive negotiations and coordination with the Marina Coast Water District (MCWD) to establish water use rates and utility connection points.
- **Del Webb at San Juan Oaks** - Pulte Home Corporation – Assisted with site layouts and prepared an Amended Vesting Tentative Map and Preliminary Cost Estimates for a new 1084 lot subdivision at the San Juan Oaks Golf Club. The plan includes a 200 unit Resort / Hotel, Amenity Center, Neighborhood Commercial, modifications to the existing golf course, an off-site sewer connection, new water tanks, an extensive storm drainage system with new and widened drainage channels, and numerous detention basins to control runoff to pre-development flows.
- **Marina Municipal Airport Business Park/ UC MBEST Specific Plan** – City of Marina through LSA Associates, Inc. – Prepared civil engineering services to support the preparation of a new Specific Plan for the property surrounding the Marina Municipal Airport. Tasks included the gathering of existing topographic and utility data, research on utility connection points and available capacities for the preparation of a technical report, and collaboration on the proposed site plan.
- **Windemere Community** - Brookfield Homes, Lennar Homes, and Centex – Part of a design team that prepared Rough Grading Plans, Improvement Plans, Final Maps, and Cost Estimates for a 5,170 unit master planned community in the unincorporated area east of the city of San Ramon. The community includes miles of new roadway infrastructure as well as new water tanks, sewer pump stations, detention and water quality basins, trails, parks, schools, single family homes, and apartments. (prior to joining Whitson Engineers)



REFERENCES

Sarah Nurmela

Downtown Westminster Real Estate and Development Manager

Phone: (303) 658-2136

snurmela@CityofWestminster.us

Rick Cole

City Manager

City of Santa Monica

Phone: (805) 901-4284 (mobile)

rick.cole@smgov.net

Steven Fink

Executive Vice-President

G.H. Palmer

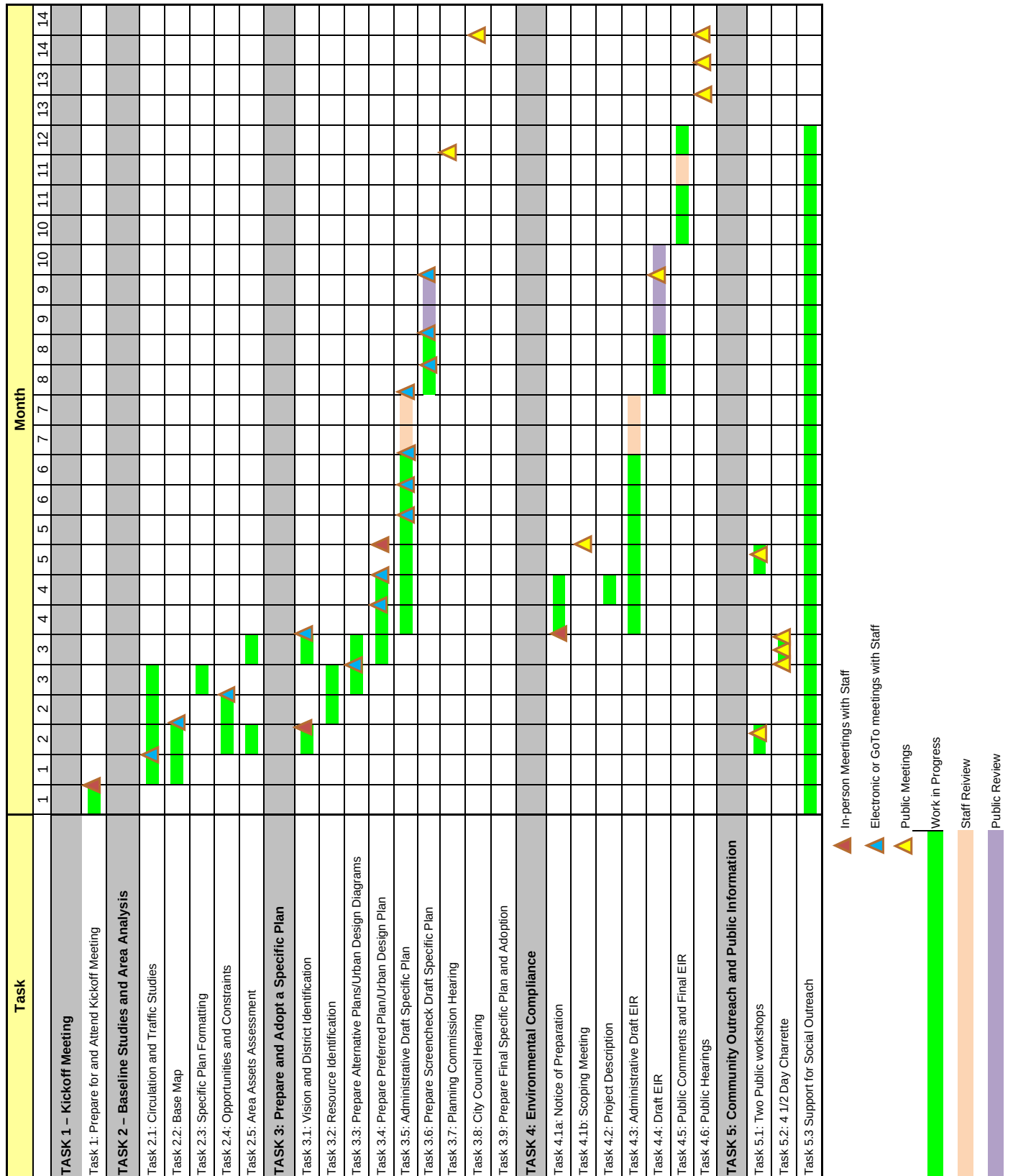
(formerly, EV-P of the Fifteen Group – developer of Wyvernwood)

Phone: (310) 207.3100

steve@ghpalmer.com



PROJECT SCHEDULE





Campus Town Specific Plan - Seaside, CA

Firm	Torti Gallas + Partners	Fehr and Peers	Rincon	Whitson Engineers	Total by Task
Task 1: Kickoff Meeting					
Task 1.1: Prepare for and Attend Kickoff Meeting	6,000	1,340	790	720	8,850
Total for Task 1	6,000	1,340	790	720	8,850
Task 2: Baseline Studies and Area Analysis					
Task 2.1: Circulation and Traffic Studies	930	36,510			37,440
Task 2.2: Base Map	8,850			4,080	12,930
Task 2.3: Specific Plan Formatting	4,740				4,740
Task 2.4: Opportunities and Constraints	10,500		4,310	3,720	18,530
Task 2.5 Area Assets Assessment	2,850		1,850		4,700
Total for Task 2	27,870	36,510	6,160	7,800	78,340
Task 3: Prepare and Adopt a Specific Plan					
Task 3.1.1: Vision and District Identification - Started during 5 day charrette	20,100		1,380		21,480
Task 3.2: Resource Identification - Confirmed During Charrette	2,340		5,130		7,470
Task 3.3: Prepare Alternative Plans/Urban Design Diagrams - Completed during 5-day charrette	20,100	2,250		1,400	23,750
Task 3.4: Prepare Preferred Plan/Urban Design Plan - Begun During charrette	14,250				14,250
Task 3.5: Administrative Draft Specific Plan	96,300			3,780	100,080
Task 3.6: Prepare Screencheck Draft Specific Plan/Hearing Draft Specific Plan	27,600			1,080	28,680
Task 3.7: Planning Commission Hearing	3,720				3,720
Task 3.8 City Council Hearing	3,720				3,720
Task 3.9: Prepare Final Specific Plan and Adoption	11,100				11,100
Total for Task 3	199,230	2,250	6,510	6,260	214,250
Task 4: Environmental Compliance					
Task 4.1a: Notice of Preparation	-		1,100		1,100
Task 4.1b: Scoping Meeting			2,720		2,720
Task 4.2: Project Description	2,340		3,660		6,000
Task 4.3: Administrative Draft EIR	-	56,000	98,475	3,420	157,895
Task 4.4: Draft EIR	-	3,640	4,060	500	8,200
Task 4.5 Public Comments and Final EIR	-	3,240	12,210	500	15,950
Task 4.6: Public Hearings	-		2,070		2,070
Total for Task 4	2,340	62,880	124,295	4,420	193,935
Task 5: Community Outreach and Public Information					
Task 5.1: Two (2) Public Workshops	7,440	2,340			9,780
Task 5.2: 4-1/2 Day Charrette		Included in tasks above			-
Task 5.3: Support of Social Outreach	5,100				5,100
Total for Task 5	12,540	2,340	-	-	14,880
Total Personnel Costs per Firm	247,980	105,320	137,755	19,200	510,255
Direct Expenses	19,838	5,100	5903	1000	31,841
Total Personnel Costs + Direct Expenses per Firm	267,818	110,420	143,658	20,200	542,096
TOTAL FEE and EXPENSES	\$542,096				



**TORTI
GALLAS +
PARTNERS**



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Craig Malin, City Manager

DATE: August 3, 2017

**SUBJECT: A RESOLUTION APPROVING PARTICIPATION IN THE
INSTITUTE FOR LOCAL GOVERNMENT'S RECOGNITION
PROGRAM, THE BEACON PROGRAM.**

PURPOSE

To approve a resolution approving participation in the Institute for Local Government's Beacon Program.

RECOMMENDATION

Adopt the attached Resolution approving participation.

BACKGROUND

Because of a series of projects the City has undergone in the last few years, The City of Seaside is eligible for a Silver Beacon Spotlight Award for reductions in agency electricity usage between 2010 and 2016 and a Platinum Beacon Spotlight Award for reductions in Community GHG Reductions from 2005 to 2015. Energy efficiency projects completed in 2012 yielded an estimated savings of 236,171 kWh annually which amounts to an 8.4% reduction in total electricity consumption. These projects include lighting retrofits, controls, sensors and other upgrades. These energy savings reduce utility bills and greenhouse gas emissions. Future projects will continue to yield these benefits.

The Beacon Program is a statewide program that provides support and recognition to California cities and counties that are working to reduce greenhouse gas emissions, save energy, and adopt policies and programs that promote sustainability. The program provides a framework for local governments to share best practices that create healthier, more efficient vibrant communities and honors voluntary efforts by local governments to reduce greenhouse gas emissions, save energy and adopt policies that promote sustainability.

The Beacon Program is sponsored by the Institute for Local Government and the Statewide Energy Efficiency Collaborative. The Statewide Energy Efficiency Collaborative (SEEC) is a new alliance to help cities and counties reduce greenhouse gas emissions and save energy. SEEC is a collaboration between three statewide non-profit organizations and California's four Investor Owned Utilities.

Participating in the Beacon Award program will increase the City's visibility within our region and statewide. It is an opportunity for the county/city to showcase its existing efforts to promote sustainability and save energy, even while we are working towards one of the three award levels.

In order to participate in the Beacon Program, cities and counties must complete a simple application and do the following:

- Adopt a resolution by the governing body committing the agency to participate in the program;
Designate a lead staff person as a point of contact;
- Prepare, or commit to prepare, a baseline greenhouse gas emissions inventory for agency facilities and the community as a whole (previously completed inventories using a commonly accepted methodology will be accepted);
- Prepare, or commit to prepare, a climate action plan that includes actions in each of the Best Practice Areas (previously completed plans using a commonly accepted methodology will be accepted);
- Work to achieve specified measurable greenhouse gas reductions and energy savings in agency facilities, and achieve measurable greenhouse gas reductions and promote energy conservation activities in the community.

Awards will be given out each Fall/Winter in conjunction with the League of California Cities and the California State Association of Counties Conferences. Participants will be asked to provide information about their efforts to reduce greenhouse gas emissions and save energy and as well as progress in completing a greenhouse gas inventory, climate action plan and undertaking activities in the ten best practice areas in the Spring, with a final deadline for award designation in May.

The Institute for Local Government provides resources and technical support to assist participants in their journey through the Beacon Program. Through our partnerships within the SEEC collaborative, we are able to help participants obtain and record achievements in five areas of accomplishment.

- Reducing agency greenhouse gas emissions
- Reducing community greenhouse gas emissions
- Electricity savings in agencies facilities
- Natural gas savings in agency facilities
- Sustainability best practices
- Energy Efficiency & Conservation
- Water & Wastewater Systems
- Green Building

- Waste Reduction & Recycling
- Climate-Friendly Purchasing
- Renewable Energy & Low-Carbon Fuels
- Efficient Transportation
- Land Use & Community Design
- Open Space & Offsetting Carbon Emission
- Promoting Community & Individual Action

Within each area, a participant can earn Beacon Spotlight Awards-silver, gold and platinum- based on level of achievement. To win a full Beacon Award, participants are required to demonstrate achievement in all five areas. Additional detailed information about the program can be found at www.ca-ilg.org/BeaconAward.

FISCAL IMPACT

There are no costs associated with the Program. Program participation is voluntary. Participating in the program may increase the City's competitiveness for future state or other grant funding.

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

***APPROVING PARTICIPATION IN THE INSTITUTE FOR LOCAL GOVERNMENT'S
RECOGNITION PROGRAM, THE BEACON PROGRAM.***

WHEREAS, the City of Seaside is undertaking policies, programs and activities to reduce greenhouse gas emissions and save energy; and

WHEREAS, these policies, programs and activities conserve natural resources, save energy and money, and promote sustainable land use and transportation planning in the community; and

WHEREAS, cities and counties statewide are leading by example by adopting innovative sustainability programs and policies, including working with community residents, business groups and others; and

WHEREAS, the City of Seaside wishes to expand these activities, share its experiences with other communities, and be recognized for its accomplishments; and

WHEREAS, the Beacon Program is a voluntary program of the Institute for Local Government, the non-profit research and education affiliate of the California State Association of Counties and the League of California Cities; and

WHEREAS, the Beacon Program recognizes and celebrates achievements of cities and counties that reduce greenhouse gas emissions and save energy; and

WHEREAS, participating in the Beacon Program is an opportunity for the City of Seaside to be recognized for its efforts to promote sustainability, reduce greenhouse gas emissions and save energy; now, therefore be it

THEREFORE BE IT RESOLVED, that the City of Seaside agrees to participate in the Beacon Program; and will work towards achieving the Silver, Gold and/or Platinum Beacon Award levels.

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

AYES:	5	COUNCIL MEMBERS:	Alexander, Campbell, Jones, Pacheco, Rubio
NOES:	0	COUNCILMEMBERS:	None
ABSENT:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: August 3, 2017

**SUBJECT: APPROVE DESIGNATION OF VOTING DELEGATES FOR THE
LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE
SEPTEMBER 13-15, 2017**

PURPOSE

That the City Council Approve the appointment of Mayor Pro Tem Alexander as the voting delegate and Council Member Campbell as the alternate voting delegate representing the City of Seaside at the League of California Cities Annual Conference.

RECOMMENDATION

That the City Council approve the appointments.

BACKGROUND

The League of California Cities, of which the City of Seaside is a member, is hosting their annual Conference September 13 through September 15, 2017 in Sacramento, CA. At the annual business meeting, the League adopts policy resolutions on issues of statewide importance that have direct bearing on municipal affairs and that are of broad municipal interest.

In order to vote on the League of California Cities' Annual Policy Resolutions, the City Council must designate one (1) voting delegate and up to two (2) alternates to vote at the Annual League of California Cities' business and the General Resolutions Committee. Voting delegates must be registered for the conference.

It is recommended that the City Council Approve the appointment of Mayor Pro Tem Alexander as the voting delegate and Council Member Campbell as the alternate voting delegate representing the City of Seaside at the League of California Cities Annual Conference.

FISCAL IMPACT

None.

ATTACHMENTS

1. Draft Resolution
-

Reviewed for Submission to the
City Council by:

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

Craig Malin, City Manager

RESOLUTION NO. 17-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
DESIGNATING VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF
CALIFORNIA CITIES ANNUAL CONFERENCE SEPTEMBER 13-15, 2017**

WHEREAS, The League of California Cities (the League) is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities; and

WHEREAS, the City of Seaside is a voting member of the League; and

WHEREAS, at the annual business meeting, the League adopts policy resolutions on issues of statewide importance that have direct bearing on municipal affairs and that are of broad municipal interest; and

WHEREAS, voting delegates must be registered for the League Annual Conference held September 13-15, 2017; and

WHEREAS, in order to vote on the League of California Cities' Annual Policy Resolutions, the City Council must designate one (1) voting delegate and up to two (2) alternates to vote at the Annual League of California Cities' business meeting during the conference.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside designates Mayor Pro Tem Dennis Alexander as the voting delegate and Council Member Jason Campbell as alternate voting delegates for the Annual Conference held on September 13-15, 2017 in Sacramento, CA.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of August 2017, by the following vote:

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

APPROVED:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: August 3, 2017

SUBJECT: RESOLUTION APPROVING A LEASE/PURCHASE FINANCING PROPOSAL FROM PNC EQUIPMENT FINANCE TO LEASE/PURCHASE FIVE VEHICLES, AS APPROVED IN THE 2017-2018 ADOPTED BUDGET, AND AUTHORIZING THE CITY MANAGER TO SIGN THE PROPOSAL

PURPOSE

That the City Council adopt a resolution approving a lease/purchase financing proposal from PNC Equipment Finance to lease/purchase five vehicles, as approved in the 2017-2018 Adopted Budget, and authoriz the City Manager to sign the proposal.

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving a lease/purchase financing proposal from PNC Equipment Finance to lease/purchase five vehicles, as approved in the 2017-2018 Adopted Budget, and authorize the City Manager to sign the proposal.

BACKGROUND

As part of the 2017-2018 Adopted Budget, five vehicles were budgeted for purchase with lease/purchase financing. The five vehicles are:

One Vactor Truck	\$409,652.03
One Patch Truck	\$147,840.96
Two Ford F-250 Pickup Trucks	\$ 66,555.94
One Ford F-350 Pickup Truck	\$ 36,935.78

The City currently has a master lease agreement with PNC Equipment Finance and is able to qualify for this financing relatively easily and quickly, allowing these purchases to be made and put into service. The attached proposal indicates a step down leasing plan; the pickups would be paid over five years at 2.402% interest and a debt service payment of \$5,507.04 per quarter.

The other trucks would be leased over seven years at 2.567% interest and a debt service payment of \$21,816.51 per quarter.

Staff is requesting approval to move forward with this financing. Staff will return to the City Council with the final documents for approval on September 7th.

FISCAL IMPACT

The annual lease/purchase payments are included in the adopted Fiscal Year 2017-18 budget.

ATTACHMENTS

1. Lease/purchase Proposal for five vehicles
 2. Resolution
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



July 24, 2017

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

Via Email: dhodgson@ci.seaside.ca.us

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

Dear Ms. Hodgson:

PNC Equipment Finance, LLC for itself, its successors and assigns, is pleased to submit this tax-exempt Lease Purchase Agreement Proposal (the “Proposal”) to the City of Seaside for the purchase and acquisition of Capital Equipment and Vehicles (further described below). Our Proposal is as follows:

LESSEE: City of Seaside

LESSOR: PNC Equipment Finance, LLC

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

BANK QUALIFICATION: This Proposal assumes that the Lessee will be issuing less than \$10 million in tax-exempt debt during calendar year 2017. Furthermore, it is assumed that the Lessee will designate this issue as a qualified tax-exempt obligation pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). A portion of each Lease Payment allocated as “interest” will be excludable from the gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

TYPE OF EQUIPMENT/PROJECT:	One (1) Vactor Truck	\$409,652.03
	One (1) Patch Truck	\$147,840.96
	Two (2) 2017 Ford F-250 Pickup Trucks	\$ 66,555.94
	One (1) 2017 Ford F350 Pickup Truck	<u>\$ 36,935.78</u>
	Total Equipment and Vehicle Cost	\$660,984.71

All prices, terms, conditions and selection are solely by Lessee.

PROJECT AMOUNT: Schedule A: \$557,492.99
Schedule B: \$103,491.72

FINANCED AMOUNT:	\$660,984.71
PAYMENT MODE/FREQUENCY:	Quarterly in Arrears
LEASE TERM:	Schedule A: Seven (7) Years Schedule B: Five (5) Years
LEASE RATE:	Schedule A: 2.567% Schedule B: 2.402%
LEASE PAYMENTS:	Schedule A: Twenty-eight (28) Principal and Interest Payments of \$21,816.51 Schedule B: Twenty (20) Principal and Interest Payments \$5,507.04
ESCROW FUNDING SCHEDULE A:	At lease closing, Lessor shall fund the entire Financed Amount of a Schedule into an escrow account from which disbursements will be made as a Reimbursement to Lessee for completed Energy Efficiency Projects ("Projects") as directed. Escrow agent will either be Lessor or third-party provider selected by Lessor and approved by Lessee. All escrow earnings will be for the benefit of Lessee. A set-up fee for Lessor's escrow arrangement will be \$250.00, due at lease closing.
ESCROW FUNDING SCHEDULE B:	At lease closing, Lessor shall fund the entire Financed Amount into an escrow account from which disbursements will be made to the existing Lessor, as a reimbursement to Lessee or to equipment provider(s) as directed. Escrow agent will either be Lessor or third-party provider selected by Lessor and approved by Lessee. All escrow earnings will be for the benefit of Lessee. A set-up fee for Lessor's escrow arrangement will be \$250.00, due at lease closing.
INSURANCE:	The Lessee shall furnish confirmation of all risk physical damage insurance coverage for the full cost of the property. In addition, Lessee shall provide \$2 million combined single limit property damage and bodily injury insurance covering the property. Lessor shall be named as loss payee and additional insured on such coverage.
INDEXED FINANCING RATE:	<i>After August 18, 2017,</i> Lessor reserves the right to adjust the Lease Rate to market conditions prior to documentation and funding. The Lease Rates offered herein shall be indexed to the 5-year interest rate swap as published at https://www.theice.com/marketdata/reports/180/US Rates 1100 ("ICE"). On July 21, 2017, the ICE 5-year interest rate swap is 1.887%. The lease rate used to establish the periodic lease payments shall be adjusted, up or down, by the change in the interest rate swap times 0.65 and then added or subtracted to the base Lease Rates indicated herein to determine the lease rate for the lease schedule, three business days prior to lease funding.
AUTHORIZED SIGNORS:	The Lessee's governing board shall provide Lessor with its resolution or ordinance authorizing this Agreement and shall designate the individual(s) to execute the Agreement used therein.

LEGAL OPINION:	The Lessee's counsel shall furnish Lessor with an opinion covering this Agreement. This opinion shall be in a form and substance satisfactory to Lessor at Lessee's cost.
LEGAL TITLE:	Legal title to the equipment during the lease term shall vest in the Lessee, with Lessor perfecting a first security interest through uniform commercial code filing or any other such instruments as may be required by law. Upon performance of the terms and conditions of the Agreement, the Lessee shall have the option to purchase all equipment for \$1.00.
DOCUMENTATION:	Lessor shall provide the Agreement. Lessor recommends a Lease Schedule under the Master Equipment Lease-Purchase Agreement dated December 19, 2013.
PREPAYMENT OPTION:	So long as Lessee is not in default of the Agreement, Lessee shall have the option of paying off this transaction according to the Termination Values listed on the Amortization Schedules as provided in this Proposal. Partial prepayments will not be permitted under this Agreement.
PROPOSAL EXPIRATION:	This Proposal will automatically expire at the end of business on October 1, 2017 unless accepted in writing by Lessee or extended in writing by Lessor. The Agreement must be fully executed and to the satisfaction of Lessor by such date. After August 18, 2017, Lessor reserves the right to adjust the interest rate according to the Indexed Financing Rate.

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

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

Sincerely,
PNC Equipment Finance, LLC

Alan Zuelke
Vice President

ACCEPTED BY: City of Seaside

By: _____

Title: _____

Date: _____

SCHEDULE A

Compound Period: Quarterly
Nominal Annual Rate: 2.567%

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance	Termination Value
Loan	8/8/2017				557,492.99	No call
1	11/8/2017	21,816.51	3,577.71	18,238.80	539,254.19	No call
2	2/8/2018	21,816.51	3,460.66	18,355.85	520,898.34	No call
3	5/8/2018	21,816.51	3,342.87	18,473.64	502,424.70	No call
4	8/8/2018	21,816.51	3,224.31	18,592.20	483,832.50	No call
5	11/8/2018	21,816.51	3,105.00	18,711.51	465,120.99	No call
6	2/8/2019	21,816.51	2,984.91	18,831.60	446,289.39	No call
7	5/8/2019	21,816.51	2,864.06	18,952.45	427,336.94	No call
8	8/8/2019	21,816.51	2,742.43	19,074.08	408,262.86	No call
9	11/8/2019	21,816.51	2,620.03	19,196.48	389,066.38	400,738.37
10	2/8/2020	21,816.51	2,496.83	19,319.68	369,746.70	380,839.10
11	5/8/2020	21,816.51	2,372.85	19,443.66	350,303.04	360,812.13
12	8/8/2020	21,816.51	2,248.07	19,568.44	330,734.60	340,656.64
13	11/8/2020	21,816.51	2,122.49	19,694.02	311,040.58	320,371.80
14	2/8/2021	21,816.51	1,996.10	19,820.41	291,220.17	299,956.78
15	5/8/2021	21,816.51	1,868.91	19,947.60	271,272.57	279,410.75
16	8/8/2021	21,816.51	1,740.89	20,075.62	251,196.95	258,732.86
17	11/8/2021	21,816.51	1,612.06	20,204.45	230,992.50	237,922.28
18	2/8/2022	21,816.51	1,482.39	20,334.12	210,658.38	216,978.13
19	5/8/2022	21,816.51	1,351.90	20,464.61	190,193.77	195,899.58
20	8/8/2022	21,816.51	1,220.57	20,595.94	169,597.83	174,685.76
21	11/8/2022	21,816.51	1,088.39	20,728.12	148,869.71	153,335.80
22	2/8/2023	21,816.51	955.37	20,861.14	128,008.57	131,848.83
23	5/8/2023	21,816.51	821.49	20,995.02	107,013.55	110,223.96
24	8/8/2023	21,816.51	686.76	21,129.75	85,883.80	88,460.31
25	11/8/2023	21,816.51	551.16	21,265.35	64,618.45	66,557.00
26	2/8/2024	21,816.51	414.69	21,401.82	43,216.63	44,513.13
27	5/8/2024	21,816.51	277.34	21,539.17	21,677.46	22,327.78
28	8/8/2024	21,816.51	139.05	21,677.46	0.00	1.00
Grand Totals		610,862.28	53,369.29	557,492.99		

SCHEDULE B

Compound Period: Quarterly
Nominal Annual Rate: 2.402%

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance	Termination Value
Loan	8/8/2017				103,491.72	No call
1	11/8/2017	5,507.04	621.47	4,885.57	98,606.15	No call
2	2/8/2018	5,507.04	592.13	4,914.91	93,691.24	No call
3	5/8/2018	5,507.04	562.62	4,944.42	88,746.82	No call
4	8/8/2018	5,507.04	532.92	4,974.12	83,772.70	No call
5	11/8/2018	5,507.04	503.06	5,003.98	78,768.72	No call
6	2/8/2019	5,507.04	473.01	5,034.03	73,734.69	No call
7	5/8/2019	5,507.04	442.78	5,064.26	68,670.43	No call
8	8/8/2019	5,507.04	412.37	5,094.67	63,575.76	No call
9	11/8/2019	5,507.04	381.77	5,125.27	58,450.49	60,204.00
10	2/8/2020	5,507.04	351.00	5,156.04	53,294.45	54,893.28
11	5/8/2020	5,507.04	320.03	5,187.01	48,107.44	49,550.66
12	8/8/2020	5,507.04	288.89	5,218.15	42,889.29	44,175.97
13	11/8/2020	5,507.04	257.55	5,249.49	37,639.80	38,768.99
14	2/8/2021	5,507.04	226.03	5,281.01	32,358.79	33,329.55
15	5/8/2021	5,507.04	194.31	5,312.73	27,046.06	27,857.44
16	8/8/2021	5,507.04	162.41	5,344.63	21,701.43	22,352.47
17	11/8/2021	5,507.04	130.32	5,376.72	16,324.71	16,814.45
18	2/8/2022	5,507.04	98.03	5,409.01	10,915.70	11,243.17
19	5/8/2022	5,507.04	65.55	5,441.49	5,474.21	5,638.44
20	8/8/2022	5,507.04	32.83	5,474.21	0.00	1.00
Grand Totals		110,140.80	6,649.08	103,491.72		

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING A LEASE/PURCHASE PROPOSAL FROM PNC EQUIPMENT FINANCING, LLC, FOR THE LEASE/PURCHASE OF FIVE VEHICLES, AS APPROVED IN THE 2017-2018 ADOPTED BUDGET AND AUTHORIZING THE CITY MANAGER TO SIGN THE PROPOSAL

WHEREAS, in order to acquire five new vehicles, as approved in the 2017-2018 Adopted Budget, the City requested a proposal for a Lease-Purchase Agreement with PNC Equipment Finance, LLC; and

WHEREAS, PNC Equipment Finance, LLC has submitted a proposal, subject to credit approval; and

WHEREAS, the City has an existing Master Lease Agreement with PNC Equipment Finance, LLC and it is anticipated that the credit approval process will go smoothly.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the PNC Equipment Finance LLC proposal and authorizes the City Manager to sign the Proposal.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of August, 2017 by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley E. Milton, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: August 3, 2017

**SUBJECT: RECEIVE REPORT AND PROVIDE DIRECTION REGARDING
THE CAPITAL IMPROVEMENT PROGRAM FOR MEASURE
X PROJECTS FUNDED BY THE TRANSPORTATION AGENCY FOR
MONTEREY COUNTY**

PURPOSE

The purpose of this item is to have the City Council consider the proposed Capital Improvement Program (CIP) for Measure X Projects funded by the Transportation Agency for Monterey County (TAMC)

RECOMMENDATION

It is recommended that the City Council receive the report, discuss and provide direction regarding the Capital Improvements Program for the Measure X Projects funded by the Transportation Agency of Monterey County.

BACKGROUND

On November 8, 2016, the voters of Monterey County, approved Measure X on the Monterey County Ballot, thereby authorizing the Transportation Agency of Monterey County (TAMC) to impose and administer the proceeds from a three-eighths cent transaction and use tax ("Measure X"). Measure X is estimated to generate \$600 million over 30 years for transportation improvements in Monterey County. Of that amount, \$360 million (60%) will be distributed to the cities and the County for local projects, while the remaining \$240 million (40%) is programmed to regional safety and mobility projects.

The duration of the Measure X sales tax will be 30 years from the initial year of collection, which will begin April 1, 2017, with said tax to terminate/expire on March 31, 2047. The tax proceeds will be used to pay for the programs and projects outlined in TAMC's Transportation Safety and Investment Plan (the "Measure X Investment Plan"), as it may be amended.

As required, the City must submit to TAMC a Measure X 5-Year Capital Improvement Program (CIP) that identifies the eligible transportation projects that are anticipated to be funded with the jurisdiction's share of Local Road Projects funds. The City is obligated to submit this to TAMC by August 31, 2017 and December 31st of each year thereafter. This list can be revised as deemed necessary.

The following types of projects are eligible for Measure X funding:

1. Road and Street Maintenance and Repairs: Filling potholes, repairing, resurfacing or reconstruction of roads, streets and bridges, or otherwise conducting maintenance to extend the lifetime of the roadway network and/or reduce or eliminate liability and safety concerns. Repairs, reconstruction or maintenance of walkways or bikeways are also eligible.
2. Road Safety and Operations: Improvements designed to reduce traffic collisions and related injuries and fatalities, as well as projects designed to reduce traffic delays. Examples of safety projects include, but are not limited to: roundabouts, turning lanes, traffic signals or other intersection improvements, hazard eliminations, safety barriers, traffic calming or speed reduction measures. New lane miles or roadways are not eligible with the exception of the Pinnacles Parkway Connection project.
3. Walkability and Pedestrian Safety: Projects designed to make neighborhoods or corridors walkable by making walking safer, more comfortable and convenient. Examples include, but are not limited to: sidewalks, lighted crosswalks, walking paths, landscaping or other barriers from traffic, bulb-outs to shorten the crossing distance, safe-haven islands, pedestrian countdown signals, street or path lighting and traffic calming.
4. Bike Safety Projects: Projects designed to support safe and convenient bicycling for all levels of riders. Examples include, but are not limited to: new or improved bikeways (lanes, paths, bridges, protected lanes or other barriers to automobile traffic); removing barriers to bicycling (curbs, medians, etc.); signal detectors; and, bicycle racks, lockers and other storage facilities.
5. Street Enhancements: Streetscape projects that enhance the safety and experience of the transportation corridor. Examples include, but are not limited to: lighting, landscaping, and drainage improvements.
6. New Technology: Projects that support or include new technology to promote transportation safety, mobility, cost savings or air quality improvements. Examples include, but are not limited to: electric vehicle chargers, vehicle detection systems, traffic signal synchronization, as well as the required participation in the Pavement Management Program referenced in the Agreement Art. III.B.8.
7. Planning, Engineering and Design, Environmental Review and Mitigation and Acquisition: The costs of planning, engineering, design and environmental review and mitigation and acquisition necessary to undertake any project within a category described above are also eligible expenses under Measure X and this Agreement.

As described in TAMC's *Policies and Project Descriptions for the Transportation Safety & Investment Plan* (attached), the following projects are being proposed for the *Measure X Five-Year Capital Improvement Program* (attached), for this fiscal year.

Residential Streets Phase 1 – Remove and replace the failed road sections on Harcourt Avenue

between Fremont Boulevard and Prospect Street and on Trinity Avenue between Fremont Boulevard and Noche Buena Street. The pavement condition of Harcourt and Trinity Avenues is marginal with some pavement sections having failed. The proposed project would remove the failed pavement sections and slurry seal the street to improve the service life. The proposed project scope is shown in Table A, attached hereto, as locations 1 through 9.

Bike Safe Grates – There are 368 storm drain grates that are not bicycle safe. The project proposes to weld metal strips onto the grates to increase bicycle safety.

The attached Measure X Five-Year Capital Improvement Program is the proposed list of projects, as required to be submitted to TAMC by August 31, 2017. As a condition of the agreement, the pavement improvement projects within this CIP are required to be supported by a current computerized Pavement Management Program (PMP), which we do not have at this time. The City has agreed to participate in the development of a regional PMP, developed by TAMC. This PMP will assess the condition of the roadways (based on seven distresses and three severity levels) within the City prior to developing recommendations for upgrading roads. This PMP, to be completed by December 31, 2017, after which staff will make recommendations for pavement improvement projects to revise this CIP. Therefore, as required by Measure X, the attached CIP should be updated after December 31 based upon the data developed by the proposed PMP.

It is recommended that the City Council receive the report, discuss and provide direction regarding the Capital Improvements Program for the Measure X Projects funded by the Transportation Agency of Monterey County.

FISCAL IMPACT

Revenues generated from Measure X over the next 30 years is estimated to be \$22 million for the City of Seaside for transportation improvements. Expected annual revenue to the City are expected to be between \$500,000 and \$700,000. The proposed annual expenditures are less than the expected Measure X revenues. Therefore, there will be no fiscal impact to the City.

ATTACHMENTS

1. Measure X CIP
2. Table A Residential Pavement Repair Program
3. TAMC Transportation Safety & Investment Plan Policies & Project Descriptions
4. Measure X Master Program Funding Agreement

Reviewed for Submission to the
City Council by:



CITY of SEASIDE
MEASURE X FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FOR YEARS 2018 – 2022

YEAR 1

Project	Description & Phase	Total Cost	Measure X	PCI
Residential Streets	Phase 1 – Remove & Replace Failed Road Sections on Harcourt between Fremont & Prospect and on Trinity between Fremont & Noche Buena	\$400,000	\$400,000	<50
Bike Safe Grates	Phase 1 – Construct bike safe grates	\$200,000	\$200,000	n/a
Totals:		\$600,000	\$600,000	

YEAR 2

Project	Description & Phase	Total Cost	Measure X	PCI
Residential Streets	Phase 2 – Remove & Replace Failed Road Sections on Hamilton between Fremont & Noche Buena and on Sonoma between Fremont & Noche Buena	\$430,000	\$430,000	<50
Playa Ave	Phase 1 – Design ADA Upgrades from Del Monte Blvd to Frontage Road	\$100,000	\$100,000	<50
Totals:		\$530,000	\$530,000	

YEAR 3

Project	Description & Phase	Total Cost	Measure X	PCI
Playa Ave	Phase 1 – Construct ADA Upgrades from Del Monte Blvd to Frontage Road	\$300,000	\$300,000	<50
Residential Streets	Phase 3 – Remove & Replace Failed Road Sections on Amador between Fremont & Noche Buena and on Elm between Fremont & Noche Buena	\$500,000	\$500,000	<50
Totals:		\$800,000	\$800,000	

CITY of SEASIDE
MEASURE X FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM
FOR YEARS 2018 – 2022

YEAR 4

Project	Description & Phase	Total Cost	Measure X	PCI
Residential Streets	Phase 4 – Remove & Replace Failed Road Sections on Residential Streets	\$500,000	\$500,000	<60
Hilby Ave	Phase 2 – Design ADA Upgrades between Yosemite & Mescal	\$100,000	\$100,000	<50
Totals:		\$600,000	\$600,000	

YEAR 5

Project	Description & Phase	Total Cost	Measure X	PCI
Residential Streets	Phase 5 – Remove & Replace Failed Road Sections on Residential Streets	\$200,000	\$200,000	<60
Hilby Ave	Phase 2 – Construct ADA Upgrades between Yosemite & Mescal	\$400,000	\$400,000	<60
Totals:		\$600,000	\$600,000	

DEFINITIONS OF REQUESTED INFORMATION:

1. Project: The title of the project to receive Measure X funding.
2. Description & Phase: A general description of the project and the phase (e.g. Environmental; Design; Right-of-Way; or Construction) that will be funded in the given year.
3. Total Cost: The total cost of the project.
4. Measure X: The amount of Measure X funding that will be expended on the project.
5. PCI: The Pavement Condition Index for the roadway, from the local jurisdiction's Pavement Management Program.

Transportation Capital Improvement Program Funded by Measure X to the City of Seaside

DRAFT

Remove and Replace Failed Pavement Sections Locations	Patch size	SF
1) Harcourt Ave & Prospect Street	15 x 20	300
2) Harcourt Ave & Siddall Street	15 x 15 20 x 25	800
3) 972 Harcourt Ave	5 x 15	75
4) 960 Harcourt Ave	10 x 100	1,000
5) Trinity Ave & Virginia St	4 x 25 10 x 20	300
6) 1056 Trinity Ave	5 x 20 B x 15	220
7) Trinity Ave & Terrace St	13 x 20	260
8) Trinity Ave & Prospect St	20 X 40	800
9) Trinity Ave and San Lucas St	10 x 15	150
10) 1008 Hamilton Ave	7 x 9	63
11) 996 Hamilton Ave	7 x 15	105
12) 1112 Sonoma Ave	9 x 95 9 x 15	990
13) 1176 Sonoma Ave	5 x 130	650
14) Sonoma Ave & San Lucas St. ·	20 x 33	560
15) Amador Ave & Elm St. (sink hole)	25 x 25	500
16) Amador Ave & Elm St	13 x 20	260
17) Amador Ave & Terrace St	12 x 17	204
18) Elm Ave & Terrace St	30 x 60	1,800
19) Elm St & San Lucas St	32 x 60	1,920
20) Elm St. & San Lucas St.	9 x 10	90
21) Elm St & Noche Buena St	7 x 10	70
Subtotal Asphalt		11,117



Keep Monterey County Moving



Policies & Project Descriptions for the Transportation Safety & Investment Plan

Project Descriptions & Policies

ROADS & POTHOLES



Since May of 2015, the Transportation Agency has engaged in a public outreach effort to inform the public about our transportation needs, funding challenges and the necessity to fix the local transportation system ourselves using a “self-help” option. We gathered the input from months of presentations to our community leaders stakeholders’ group, city managers, public works directors, and elected officials. Based upon the responses we heard from these groups, the following have been identified as priorities for the Transportation Safety & Investment Plan:

- Maintain Local Roads & Repair Potholes
- Increase Safety and Reduce Traffic Congestion
- Improve Transportation for Youth, Seniors, People with Disabilities & Working Families
- Make Walking and Biking Safer

MOBILITY & ACCESS



The goals of this safety & investment plan are to make traveling safer, reduce traffic, fix potholes, improve the condition of our local roads, and provide meaningful alternatives to driving alone. The funding is divided into two basic programs to reach these goals:

- Local Road Maintenance, Pothole Repairs & Safety – 60%
- Regional Safety, Mobility, & Walkability – 40%

SAFETY & TRAFFIC



As funds are received, they will be set aside in these two separate accounts according to the percentages listed above, after deducting no more than 1% on funds to pay for administrative salaries and benefits. All interest earned shall remain within its respective program category.

WALKING & BIKING

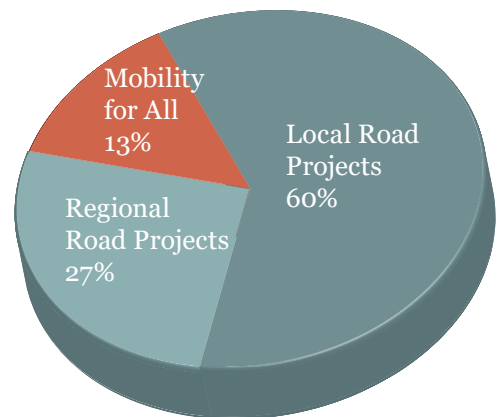


Road Projects

- \$360 million to Local Road Maintenance, Pothole Repairs & Safety
- \$160 million to Regional Road Safety & Congestion Improvements

Mobility for All

- \$80 million to Pedestrian & Bike Safety and Mobility Projects



Project Descriptions & Policies

ROADS & POTHOLES



MOBILITY & ACCESS



SAFETY & TRAFFIC



WALKING & BIKING



Table of Contents

Local Road Maintenance, Pothole Repairs & Safety

Priority Projects 4

Local Project Policies10

Regional Safety, Mobility & Walkability 15

Highway 68 Safety & Traffic Flow - Monterey to Salinas..... 16

State Route 156 Safety Improvements..... 17

US-101 Safety Improvements - South County18

Imjin Safety & Traffic Flow Improvements 19

Highway 1 Traffic Relief - Busway 20

Holman Highway 68 Safety & Traffic Flow21

Habitat Preservation/Advance Mitigation..... 22

Fort Ord Regional Trail And Greenway..... 23

Safe Routes to Schools 24

Senior & Disabled Transportation Services 25

Commuter Bus, Salinas Valley Transit Center(s) & Vanpools 26

Regional Project Policies.....27

Transportation Safety & Investment Plan Policies 29

Community Leaders Advisory Group 34



Local Road Maintenance, Pothole Repairs & Safety

Priority Projects

These are just some of the priority projects for the cities and County using the money from this measure.

County Roads

Safety, operations and major maintenance improvements to selected segments along county arterials, such as:

- River Road
- Carmel Valley Road
- Laureles Grade Road
- Alisal Road
- Jolon Road
- Reservation Road
- Elkhorn Road
- Gonzales River Road
- Harkins Road/Hatton Road
- Gloria/Iverson Road

Intersection safety improvements at locations, such as:

- Carmel Valley Road/Laureles Grade
- Castroville Blvd/San Miguel Canyon Road
- Elkhorn Road/Werner Road/Salinas Road

Street repairs countywide, including pavement patching and slurry sealing program in local communities, such as Pajaro, Castroville, Boronda and Chualar.



Local Road Maintenance, Pothole Repairs & Safety

Carmel

Overlay city streets, such as:

- Santa Rita St. between Ocean and Mountain View
- 8th Ave. between Junipero and Mountain View
- Monte Verde St. between Ocean and 8th

Make concrete pavement repairs in the downtown area.

Del Rey Oaks

Redesign intersections at:

- Carlton and 218;
- Rosita and 218

Construct a bicycle and pedestrian trail from Fort Ord to Fremont Blvd

Conduct a citywide roundabout study

Gonzales

Repair surface streets including:

- Alta Street
- Fifth Street
- Other locations



Local Road Maintenance, Pothole Repairs & Safety

Greenfield

Conduct deferred maintenance and repair of city streets

Replace curbs, repair and replace gutters

Resurface or reconstruct existing streets and pave dirt streets

Reconstruct or construct needed sidewalks

Add ADA pedestrian intersection ramps

Repair traffic control devices (signals, stop signs, etc.)

King City

Resurface and slurry seal local streets

Grind and overlay new pavement on:

- Haven Drive
- Broadway St from Mildred to Russ
- South Third Street from Division Street to Pearl Street
- Broadway Circle from River Drive to Broadway Street

Marina

Make road maintenance and improvements identified in the Pavement Management Program

Maintain and improve sidewalks

Improve the Del Monte and SR 1 Interchange

Improve the Del Monte Blvd/ Reservation Road intersection



Local Road Maintenance, Pothole Repairs & Safety

Monterey

Construct intersection improvements based on highest safety needs, at:

- Munras / Soledad
- Del Monte / Washington
- Del Monte / Camino El Estero
- Del Monte / Camino Aguajito

Pacific Grove

Overlay pavement on major roads and install pedestrian safety improvements on locations such as:

- Sinex Avenue
- Del Monte Blvd.
- Upper and Lower Lighthouse, between 1st Street and 11th St
- Portions of Congress Avenue
- Multiple residential streets

Conduct annual maintenance on about 4 miles of roadways per year.



Local Road Maintenance, Pothole Repairs & Safety

Salinas

Boronda Road Improvements: Complete funding for a greenbelt arterial that will utilize roundabouts and paths to improve safety and reduce traffic congestion for pedestrians, bicyclists and cars while enhancing stormwater treatment.

Bardin Road/east Alisal Roundabout: Construct a roundabout at the intersection of Bardin Road and East Alisal; resurface and repair adjoining streets.

Laurel Street Extension and Trail System: Create safe pedestrian and bicycle access adjacent to a six lane arterial that currently lacks sidewalks and or trails.

Intermodal Center Enhancement: Provide pedestrian links to downtown, public restrooms when depots are closed, benches and wayfinding signs among other improvements.

Chinatown Pedestrian Bridge: Link affordable housing in the Chinatown area with the intermodal transit/rail station and the downtown Monterey-Salinas Transit station.

Street/Sidewalk/Curb Repair and Rehabilitation Program

New Bicycle/Pedestrian Pathways



Local Road Maintenance, Pothole Repairs & Safety

Sand City

Supplement larger street improvements in the following locations:

- West End District: Orange, Shasta, Elder, Ortiz, Dias, Olympia and California Avenues; Contra Costa, Catalina, Hickory, and Holly Streets
- East Dunes District: California, Bay, Park, Ocean View, East, Lincoln Avenues; Scott, Hayes, Fell Streets and Sylvan Park
- South of Tioga District: California, East, Fir, Afton and Tioga Avenues

Seaside

Complete West Broadway streetscape

Reconstruct Hilby Avenue

Reconstruct Playa Avenue

Residential paving program

Soledad

Pinnacles Parkway Connection – Extend existing Los Coches Rd to SR-146/Metz Road, to:

- Improve access to the Pinnacles National Park, increase safety and promote wayfinding for park visitors, and
- Improve safety for local drivers, bicyclists and pedestrians on the former Highway 146.



Local Road Maintenance, Pothole Repairs & Safety

Local Project Policies

Distribution of Funds

Through tax sharing agreements with the cities and the County of Monterey, this program will receive 60% of the transportation sales tax funds, estimated at a total of \$360 million over 30 years.

This program will provide flexible funding to cities and the County of Monterey to help them reduce the maintenance backlog on their aging street and road systems. In addition, these funds can be used for other local transportation needs that will reduce accidents and improve operations for all people and transportation modes, including local bicycle and pedestrian projects.

City and county formula shares shall be allocated based 50% on population and 50% lane miles. The Transportation Agency for Monterey County will update the funding shares formula annually at the beginning of each fiscal year using Department of Finance population figures and Association of Monterey Bay Area Governments (or equivalent) lane mile data. If the number of incorporated cities changes, the funding calculation shall account for changes in population and lane miles for the new and existing jurisdictions.

City and the county formula shares will be distributed to each city and the County by the County of Monterey Auditor-Controller on a quarterly basis subject to an agreement between TAMC and the County. This program is intended to augment, rather than replace, existing transportation expenditures; accordingly, the tax sharing agreements with cities and the County will include each of the following requirements to receive funds:

Use for Transportation Purposes Only

The cities and County must agree to use sales tax funds for transportation purposes only, subject to full repayment for any misuse.



Local Road Maintenance, Pothole Repairs & Safety

Transportation Safety & Investment Plan Account

For ease of tracking and to assure full transparency, all revenues received and expenditures of these funds will be accounted for and tracked in its own separate budget and fund titled “Transportation Safety & Investment Plan Account” and will not be comingled with any other funds.

Regional Development Impact Fees

Cities and the County shall maintain participation in the Transportation Agency for Monterey County’s Regional Development Impact Fee program and impose these fees on new development as applicable to assure that new development pays for its impacts on the regional transportation system.

Eligibility Verification

The cities and County will select transportation projects that meet eligibility criteria as identified in this plan. The local jurisdictions will certify in an annual verification submitted to TAMC that these transportation funds were used for eligible expenses.

Maintaining Local Transportation Funding Efforts

The local jurisdictions will certify in an annual verification submitted to TAMC that these transportation funds will be used to augment and not supplant local resources spent. For purposes of this calculation an average of the prior three (3) years spent for local transportation purposes as defined in this document will be used. Exemptions from this calculation include onetime capital expenses, and expiration of any voter-approved fund sources that were used for local transportation purposes. In the case of expired voter-approved fund sources, the three-year average baseline would be recalculated in the next annual verification period without said expired fund sources.



Local Road Maintenance, Pothole Repairs & Safety

Monitor Local Street and Road Conditions

In order to receive these funds, the cities and County shall utilize a pavement management program and submit regular reports on the conditions of their streets, to ensure timely repairs and keep the public informed. Development of a pavement management program by TAMC is eligible to be funded out of this program prior to distribution of funds to the cities and County.

Enforcement of Policies

The tax sharing agreements will include enforcement procedures, designed to reassure the public that tax revenues are spent in accordance with the ballot language. For example, each of the above conditions will be subject to verification and annual audit by the Transportation Agency for Monterey County. Failure to meet any of the above conditions will result in the suspension of the distribution of funds to the deficient city/county. Resumption of funding distribution to the deficient city/county will resume only after full repayment for any misuse, and conformation of compliance to each of the above conditions by the Transportation Agency for Monterey County. Transportation Safety & Investment Plan funding accrued due to the failure of a city/county to meet the above conditions will be held in trust for up to two (2) years for said jurisdiction, after which the funds will be redistributed to the remaining cities/county in Monterey County per formula. The tax sharing agreements will also provide that resumption of funding can occur at any time during the life of the Transportation Safety & Investment Plan upon compliance with the above conditions and full repayment of any prior misused funds.



Local Road Maintenance, Pothole Repairs & Safety

Eligibility Criteria

Road and Street Maintenance and Repairs

Filling potholes, repairing, resurfacing or reconstructing roads, streets and bridges, or otherwise conducting maintenance to extend the lifetime of the roadway network and/or reduce or eliminate liability and safety concerns. Repairs, reconstruction or maintenance of walkways or bikeways are also eligible.

Road Safety and Operations

Improvements designed to reduce traffic collisions and related injuries and fatalities, as well as projects designed to reduce traffic delays. Examples of safety projects include, but are not limited to: roundabouts, turning lanes, traffic signals or other intersection improvements, hazard eliminations, safety barriers, traffic calming or speed reduction measures. New lane miles or roadways are not eligible with the exception of the Pinnacles Parkway Connection project.

Walkability and Pedestrian Safety

Projects designed to make neighborhoods or corridors walkable by making walking safer, more comfortable and convenient. Examples include, but are not limited to: sidewalks, lighted crosswalks, walking paths, landscaping or other barriers from traffic, bulbouts to shorten the crossing distance, safe haven islands, pedestrian countdown signals, street or path lighting and traffic calming.

Bike Safety Projects

Projects designed to support safe and convenient bicycling for all levels of riders. Examples include, but are not limited to: new or improved bikeways (lanes, paths, bridges, protected lanes or other barriers to automobile traffic); removing barriers to bicycling (curbs, medians, etc.); signal detectors; and, bicycle racks, lockers and other storage facilities.



Local Road Maintenance, Pothole Repairs & Safety

Street Enhancements

Streetscape projects that enhance the safety and experience of the transportation corridor. Examples include, but are not limited to: lighting, landscaping, drainage improvements.

New Technology

Projects that support or include new technology to promote transportation safety, mobility, cost savings or air quality improvements. Examples include, but are not limited to: electric vehicle chargers, vehicle detection systems, traffic signal synchronization.

Matching Funds

These funds can be utilized to match grants, loans, programs and pay annual debt service to fund eligible local road maintenance or safety projects as defined in this document. Eligible costs include those directly-related to projects or programs described above, including: corridor studies, research and planning, environmental review and mitigation, right-of-way acquisition, construction, improvement, maintenance, and operations. Examples are not exhaustive but projects must be transportation-oriented. However, in no instance shall funding be used to pay for general operating or staff costs that are not directly related to an eligible transportation project.

Environmental and Engineering Standards

Projects will be designed to meet current standards, and will include bicycle and pedestrian access whenever possible. Projects will be thoroughly studied for environmental impacts and the identified environmental mitigations will be included in the project.

Regional Safety, Mobility & Walkability

ROADS & POTHOLES



The Regional Safety, Mobility, and Walkability program will receive 40% of the revenues.

These revenues, estimated at approximately \$240 million, will be matched with development fees and state and federal funding to pay for key safety and congestion relief, transit, and bicycle/pedestrian projects. Most projects will be funded by a mix of funding sources, using the sales tax revenues to leverage outside state and federal matching funds.

MOBILITY & ACCESS



Projects will be designed to meet current standards, and will include bicycle and pedestrian access whenever possible. They will be thoroughly studied for environmental impacts and the identified environmental mitigations will be included in the project.

SAFETY & TRAFFIC



WALKING & BIKING





Top 10 Traffic Collision Corridor in Monterey County

Highway 68 Safety & Traffic Flow

Salinas to Monterey

Make intersection and other capacity & operational improvements to increase safety and improve traffic flow between Blanco Road and Highway 1.

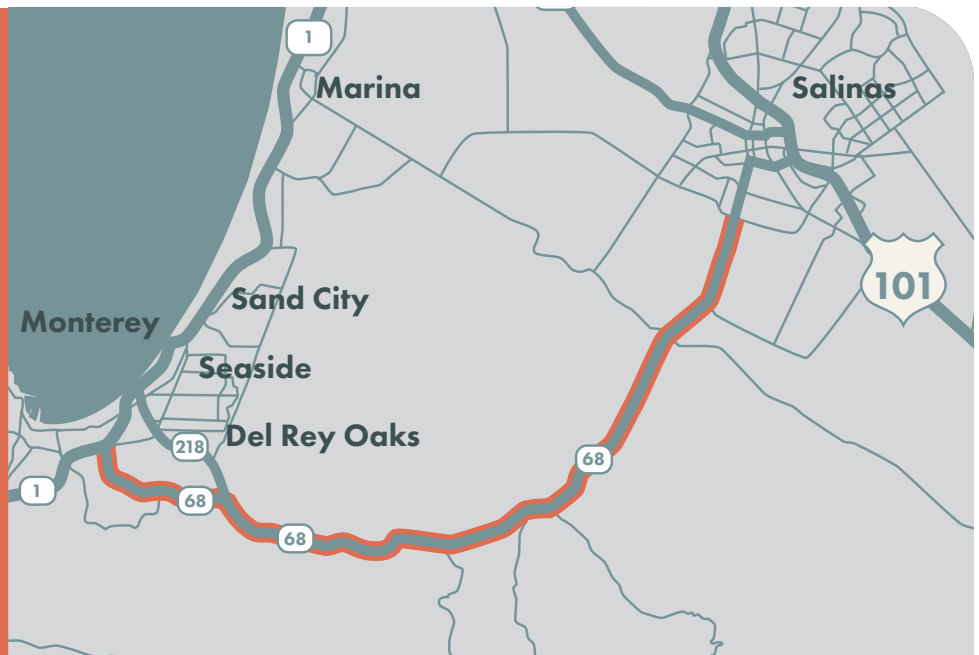
Project Purpose

Highway 68 is the main connector between Monterey County's two principal urbanized areas, Salinas and the Monterey Peninsula, serving commuters and the residents, schools and business parks along the corridor. Traffic congestion along Highway 68 is currently at gridlock during the morning and afternoon commute periods. This project will provide relief to commuters in the Highway 68 corridor in a manner that is cost-effective and environmentally sensitive. A team of planners, engineers and community representatives is currently developing the proposed corridor improvements.

Investment Plan Funding: \$50 Million

Project Benefits:

- Improves safety
- Reduces congestion and delays on Highway 68
- Supports regional travel between Monterey Peninsula and Salinas
- Improves access for local residents





Top 10 Traffic Collision Corridor in Monterey County

State Route 156 Safety Improvements

State Route 156/Castroville Boulevard Interchange

Build a new interchange at Castroville Boulevard and Highway 156, with connections to Blackie Road to improve access for commercial traffic.

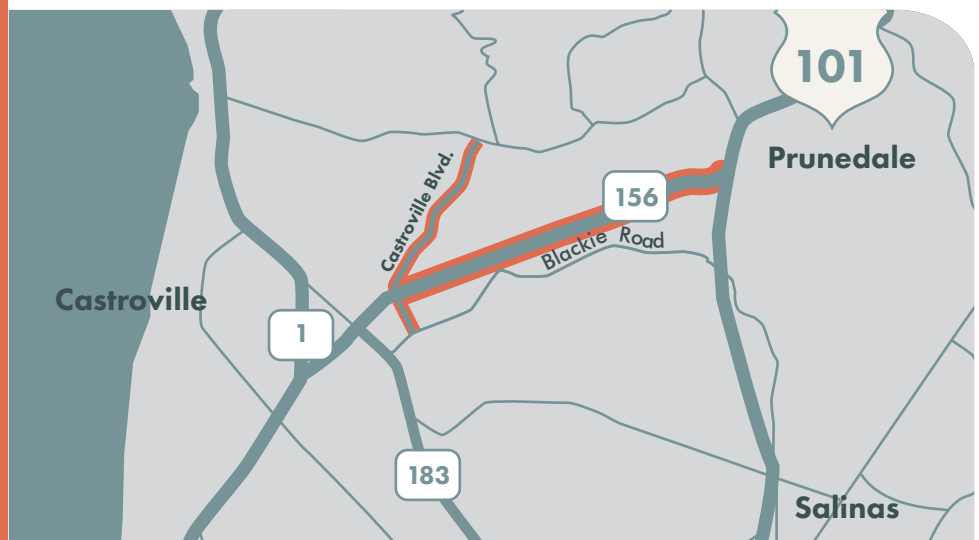
Project Purpose

Highway 156 at Castroville Boulevard is the top collision location in Monterey County. In addition, Highway 156 is the major link connecting the San Francisco Bay area and North Monterey County to the Monterey Peninsula. With its present narrow configuration, it currently operates over capacity, with substantial delays and safety concerns, particularly during special events on the Monterey Peninsula. This congestion affects travel to and from the Peninsula as well as travel between US 101 and Highway 1 for local residents. In addition, the traffic impedes access to the Oak Hills neighborhood. This project will direct truck traffic away from Merritt Street in Castroville and from the accident-ridden Highway 183/156 interchange. It will also help relieve traffic congestion on Highway 156 while improving safety and local traffic circulation in North Monterey County.

Project Benefits:

- Provides traffic congestion relief for 32,000 vehicles per weekday
- Improves safety for Oak Hills and other local communities
- Improves safety at intersections
- Supports our \$2 billion per year visitor economy
- Improves movement of valuable goods to market

Investment Plan Funding: \$30 Million





Top 10 Traffic Collision Corridor in Monterey County

US-101 Safety Improvements

South Salinas and South County

Construct frontage roads along US-101 south of Salinas (Abbott Street on/off-ramp) and make related intersection improvements.

Project Purpose:

Traffic on US 101 in South County is increasingly impacting the highway as well as adjoining interchanges. The lack of frontage roads means that agricultural trucks must use the highway to make local trips, adding to traffic congestion and forcing U-turns and other tricky maneuvers on US 101. Antiquated interchanges all along US 101 will not be able to accommodate traffic in the near future. The purpose of this project is to improve safety and relieve future traffic congestion by eliminating multiple highway crossings while providing the necessary frontage roads to allow farmers access to their lands.

Investment Plan Funding: \$30 Million

Project Benefits:

- Improves safety and relieves traffic congestion on US 101
- Reduces conflicts with slow moving agricultural vehicles
- Supports regional travel between Salinas and south Monterey County cities
- Improves access for local residents





Top 10 Traffic Collision Corridor in Monterey County

Imjin Safety & Traffic Flow Improvements

Multimodal Corridor Improvements

Widen Imjin from 2 to 4 lanes between Reservation Road and Imjin Road and make bike and pedestrian safety and transit improvements along the corridor.

Project Purpose

This project will provide a transit, bicycle, pedestrian and auto corridor that will connect Salinas to Marina and California State University Monterey Bay. Features of the project will include new travel lanes, bicycle facilities, sidewalks, transit stops/shelters, transit prioritization at signalized intersections.

Investment Plan Funding: \$20 Million

Project Benefits:

- Reduced travel times between Salinas and the Peninsula
- Improves safety for all travelers
- Creates a more comfortable regional bicycle route
- Improves pedestrian safety in the corridor





Top 10 Traffic Collision Corridor in Monterey County

Highway 1 Traffic Relief - Busway

Create a new rapid bus corridor along Highway 1 between Monterey and Marina, with possible extensions to Castroville, utilizing the shoulder of the highway and / or portions of the parallel rail right-of-way, to provide a way for commuters to spend less time in traffic.

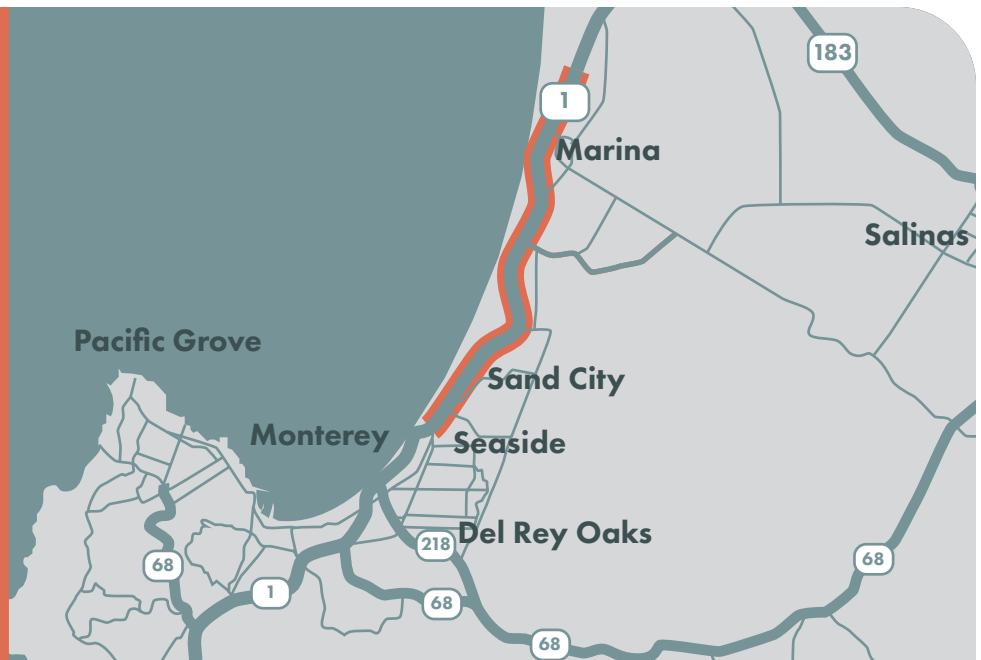
Project Purpose

Rapid bus corridors, also known as “bus rapid transit”, are an innovative concept to build improvements to that allow buses to travel more rapidly than cars in a corridor. This project is a low cost way to reduce travel times on the busy Highway 1 corridor.

Investment Plan Funding: \$15 Million

Project Benefits:

- Increases transit service
- Reduces bus and automobile travel times
- Improves air quality





Holman Highway 68 Safety & Traffic Flow

Monterey through Pacific Grove – Holman Highway

Make road, bike and pedestrian safety improvements on Holman Highway 68 between Highway 1 and Asilomar.

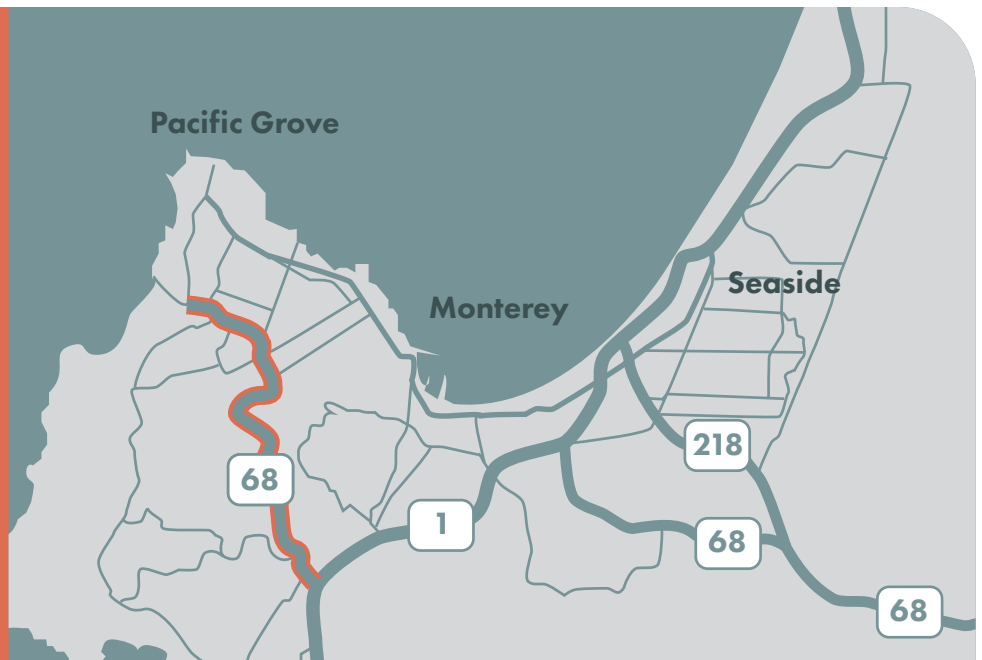
Purpose

With its present narrow configuration, Holman Highway currently is very congested during peak commute periods and during special events on the Monterey Peninsula. And within the Pacific Grove City Limits, the highway is not conducive to safe pedestrian and bicycle travel. This project will reduce highway congestion, improve emergency access to the hospital, and make it safer for biking and walking in business districts, school zones and residential neighborhoods.

Investment Plan Funding: \$10 Million

Project Benefits:

- Provides safety improvements
- Improves emergency access for patients going to the hospital
- Facilitates commuter and other travel to and from Pacific Grove, Pebble Beach and Monterey
- Reduces congestion on Highway 68 leading to the Highway 1 interchange





Habitat Preservation/ Advance Mitigation



Habitat Plan and Advance Right-of-way

Create a plan that identifies high quality habitat and agricultural land to acquire to replace land that is needed to construct the transportation projects in this investment plan. The plan will allow early preservation of quality habitat and agricultural land, while reducing the cost and the time it takes to build transportation projects.

Project Purpose

By surveying the project right of way needs and planning ahead, this project will allow quality habitat and agricultural land parcels to be purchased early to better meet strict environmental conservation requirements. Eligible uses of funds include creation of a habitat conservation plan, contributions towards the purchase of habitat, and purchase of interest or credit in a “land conservation bank”.

Transportation projects may have unavoidable impacts to sensitive habitat. The projects in this plan will be carefully designed to preserve sensitive habitat whenever possible, but where impacts are unavoidable, habitat must be preserved elsewhere, to more than offset the project’s impacts. The goal of this program is to mitigate habitat impacted by transportation projects in a more comprehensive and cost-effective manner so as to benefit both taxpayers and the environment.

Project Benefits

- Preserves quality habitat at a lower cost
- Accommodates a wide range of projects that vary greatly in size and scope
- Reduces uncertainty for landowners

Investment Plan Funding: \$5 million



Pedestrian & Bike Safety

Fort Ord Regional Trail and Greenway (FORTAG) – Paved Transportation Corridor

Create a new paved regional active transportation route to serve as a safe pedestrian and bicycle corridor connecting Seaside, Marina, Del Rey Oaks, Monterey, and unincorporated county residents to California State University Monterey Bay, Fort Ord National Monument, and the Monterey Bay Sanctuary Scenic Trail transportation corridor.

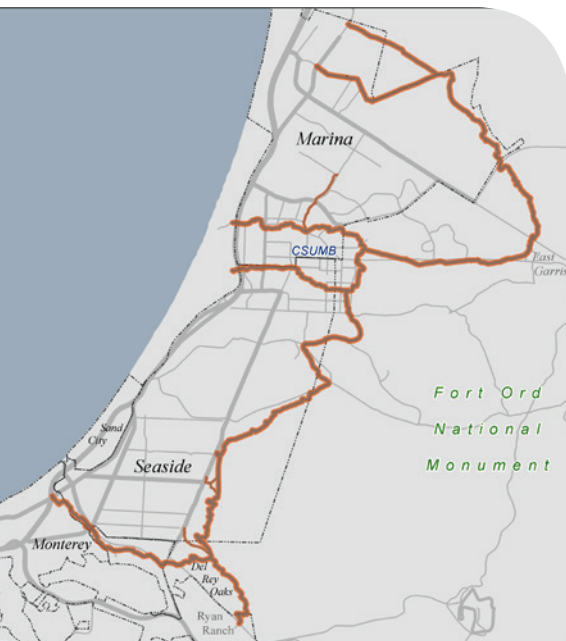
Project Purpose

The project is a continuous 12-ft wide paved bikeway with an open space buffer on both sides incorporating habitat, parks, playing fields, developed outdoor recreation sites and associated amenities. The northern loop of FORTAG encircles Marina, following a 13 mile route that includes 3 miles of the existing Coastal Rec Trail. The southern loop of FORTAG encircles Seaside and bisects Del Rey Oaks, following a 15 mile route that includes 4 miles of the existing coastal trail system. The route includes spurs connecting with existing and planned bike/pedestrian infrastructure. Several sections of the paved trail will link to nearby unpaved trails.

Project Benefits

- Provides a safe connection between residential areas, schools, workplaces, regional parks, and city services
- Enhances property values along the greenway corridor
- Provides community health benefits from active transportation routes
- Creates economic benefits from associated retail, hospitality, and competitive events

Investment Plan Funding: \$20 million





Transportation for Youth, Seniors, People with Disabilities & Working Families



Safe Routes to Schools

Improve the safety and health of children by funding projects and programs (such as sidewalks, bikeways and educational programs) that promote safe walking and bicycling to school. Also, funds may be used to transport young people to vocational training at Rancho Cielo and similar non-profit programs.

Project Purpose

Thirty years ago, 60% of children living within a 2-mile radius of a school walked or bicycled to school. Today, that number has dropped to less than 15%. Roughly 25% commute by school bus, and well over half are driven to or from school in vehicles. And back then, 5% of children between the ages of 6 and 11 were considered to be overweight or obese. Today, that number has climbed to 20%. These statistics point to a rise in preventable childhood diseases, worsening air quality and congestion around schools. This program is intended to reverse these trends by funding projects that improve children's health by making walking and bicycling safer and easier.

Project Benefits

- Improves safety for children walking and biking to school
- Creates better connections between schools, such as Rancho Cielo, and residential areas
- Enhances air quality
- Provides healthier transportation choices for school children and parents

Investment Plan Funding: \$20 million



Transportation for Youth, Seniors, People with Disabilities & Working Families



Senior & Disabled Transportation Services

Increase transportation services for older adults and persons with disabilities to support their ability to live independently in their homes and communities.

Program Purpose

The number of Monterey County residents 75 years of age and older is projected to increase from 19,000 in 2000 to 44,000 in 2030. The health and well-being of seniors and persons with disabilities depends on their ability to travel to health care, engage in social activities, and go shopping independently. Providing low-cost transportation services will allow working adults to help their parents and grandparents thrive. This program will fund non-profit transportation to support seniors and persons with disabilities.

Project Benefits:

- Gives seniors more transportation options
- Supports independent travel by people with disabilities
- Provides safer and more reliable senior transportation services

Investment Plan Funding: \$15 million



Transportation for Youth, Seniors, People with Disabilities & Working Families



Commuter Bus, Salinas Valley Transit Center(s) & Vanpools

This Program will fund new bus and vanpool services for workers to reach jobs throughout the region, create a new bus maintenance facility in King City, and create a new bus facility in the Salinas area to reduce operating costs.

Project Purpose

Commuters are looking for alternatives to driving on congested roads between Monterey and Salinas and the Salinas Valley. Bus travel between these cities is very popular, with buses often at standing room only during rush hour, with long travel times and waits. Increasing the frequency of this commuter bus service will make this alternative to driving more convenient for commuters. In addition, new bus facilities in the Salinas Valley will help to reduce operating costs for Monterey-Salinas Transit.

Project Benefits

- Increases transit service and frequency, including service between King City and Salinas
- Reduces greenhouse gas emissions
- Improves traffic flow and travel times

Investment Plan Funding: \$25 million

Regional Safety, Mobility & Walkability

ROADS &
POTHOLES



MOBILITY &
ACCESS



SAFETY &
TRAFFIC



WALKING &
BIKING



Regional Project Policies

Eligible Project Costs

Eligible project costs include all conceptual studies, project development costs, right-of-way acquisition, construction costs and any other costs needed to deliver the projects, unless otherwise noted in the project description.

Use of Excess Revenues

If a five-year average of revenues exceeds the estimates in this plan, funding may be allocated in this order of priority by the TAMC Board:

- To cover cost increases or new features of projects on the list;
- To incorporate new technologies into the plan; and,
- To add new projects to the list.

Funding or Cost Changes

Transportation planning experts, including independent financial and engineering professionals, have carefully crafted these policies and project descriptions with conservative revenue estimates. There are, however, many unforeseen circumstances that can arise over 30 years. The actual funding needed to construct the regional roadway projects may be higher or lower due to factors that are outside their control. The effects of inflation or rising construction costs may impact the total amount of funding needed to complete the projects. As such, the project funding shares in this plan will be revised annually to account for inflation

Removal or Addition of Projects

Removal or addition of any project on the safety and congestion relief project list, for any reason, shall require an amendment to the Transportation Safety & Investment Plan.

Expenditure Plan

The Transportation Agency will prepare and adopt by a vote of the Transportation Agency Board a Strategic Expenditure Plan within twelve months of the sales tax taking effect. The expenditure plan will include project cost estimates, revenue estimates, other matching funds, and a draft timeline for regional project delivery.

Regional Safety, Mobility & Walkability

ROADS & POTHOLES



The Transportation Agency will consider the following criteria when establishing the delivery schedule of the Transportation Improvement Projects:

- Project Readiness
- Project Funding
- Relative Level of Need or Urgency
- Cost Effectiveness
- Fair Geographic Distribution

MOBILITY & ACCESS



SAFETY & TRAFFIC



WALKING & BIKING



Transportation Safety & Investment Plan

ROADS &
POTHOLES



MOBILITY &
ACCESS



SAFETY &
TRAFFIC



WALKING &
BIKING



Plan Policies

Governance & Safeguards

The investment plan includes strong taxpayer safeguards to ensure that the projects and programs approved by the voters are funded and delivered over its 30-year lifetime. These safeguards are as follows:

Firm Sunset Date

This tax will be imposed for a period of 30 years. Collection of the tax will start on April 1, 2017 and cease after 30 years.

Funds Are Exclusively for Transportation

Under no circumstances may the proceeds of this transportation sales tax be applied to any purpose other than for transportation projects, programs and activities.

Independent Audits

The sales tax program shall be subject to an annual audit by an independent firm to confirm that the program is meeting the voter-approved requirements in the plan and following accepted accounting standards. The auditor's report shall be a public document available for review.

Program Administration

The Transportation Agency for Monterey County shall have the responsibility for administering and distributing the transportation sales tax proceeds. The Transportation Agency is an independent agency composed of one representative from each city in the county plus the five County supervisors.

One-Percent Spending Limit on Salaries and Benefits

The purpose of this measure is to deliver transportation improvements. Administrative costs shall be kept to the minimum required to deliver projects on time and within budget. In no case shall more than 1% of revenues from this measure be used to pay for Transportation Agency administrative salaries and benefits, and only for activities related to the sales tax program.

Transportation Safety & Investment Plan

ROADS & POTHoles



MOBILITY & ACCESS



SAFETY & TRAFFIC



WALKING & BIKING



Amendments to the Plan

It is the intent that this plan will be implemented as approved by the voters. However, there may be unforeseen circumstances that occur over the 30-year implementation period. The Transportation Agency for Monterey County may propose amendments to the Plan to respond to unforeseen circumstances, or to provide for the use of additional federal, state, local or other funds. To modify the plan, an amendment must be approved by a 2/3 vote of the Transportation Agency for Monterey County Board of Directors, and by a simple majority weighted vote of the Transportation Agency for Monterey County Board of Directors based on population, following a noticed public hearing, a 45-day comment period and Citizens Oversight Committee review and recommendation of approval.

Loans Within the Program

Unspent funds may be loaned from one category to another at prevailing interest rates provided that repayment occurs within five years. Loans may also be made to projects outside of this program to projects at risk of delays due to a shortfall in State or federal funding, provided repayment is made within five years. Such loans may not interfere with the implementation of programs or projects in the loaning category and must be approved with a 2/3 vote of the Transportation Agency for Monterey County Board of Directors and by a simple majority weighted vote of the Board of Directors based on population, with Citizens Oversight Committee review and recommendation of approval.

Bonding Provisions

Early delivery of projects is a goal of this program to maximize project benefits and reduce costs. This Investment Plan anticipates accelerating the delivery of projects in the Regional Safety, Mobility, & Walkability program by issuing bonds. The issuance of bonds is based on the assurance that repayment of bonds is the first priority for the use of sales tax funds.

Published Results of Audits and Annual Reports

Results of the Independent Audit, Citizens Oversight Committee findings, and the Annual Report must be published and made available to the general public.

Transportation Safety & Investment Plan

ROADS & POTHoles



MOBILITY & ACCESS



SAFETY & TRAFFIC



WALKING & BIKING



Citizens Oversight Committee

A Citizens Oversight Committee representing a diverse range of community interests shall be formed within 6 months of voter approval of this measure. The committee shall meet at least once a year or as often as monthly. Meetings shall be open to the public. The Committee's duties shall be as follows:

- **Independent Audits:** Have full access to the Agency's independent auditor and review the annual audits, have the authority to request and review specific financial information, and provide input on the audit to assure that funds are being expended in accordance with the requirements of this plan;
- **Plan Changes:** Review and make recommendations on any proposed changes to the plan, prior to Transportation Agency Board consideration;
- **Project Delivery and Priorities:** Review and comment on project delivery schedules as represented in the Strategic Expenditure Plan and make recommendations to the Transportation Agency on any proposals for changing project delivery priorities; and
- **Annual and Final Reports:** Prepare annual reports regarding the administration of the program, to be presented to the Transportation Agency Board of Directors and available for public review.



Transportation Safety & Investment Plan

ROADS & POTHOLES



The Citizens Oversight Committee membership shall include one representative from each of the following organizations or interests:

- League of Women Voters
- A bona fide taxpayers association from the Salinas Valley
- A bonafide taxpayers association from the Monterey Peninsula
- Senior or disabled services agency
- Pedestrian or bicycle transportation advocate
- Transit users
- Labor organization
- Central Coast Builders Exchange
- Chamber of Commerce –Salinas Valley
- Chamber of Commerce - Monterey Peninsula
- Agriculture
- Habitat preservation
- Hospitality
- Education

MOBILITY & ACCESS



SAFETY & TRAFFIC



WALKING & BIKING



Members and their alternates shall be nominated by the bona fide organization they are representing and appointed by the Transportation Agency Board of Directors. Additional members may be appointed by the Transportation Agency Board of Directors to assure that a broad range of geographic and stakeholder interests are represented on the committee; however, no case shall Committee membership excluding alternates exceed 20. Initial member terms shall be staggered with half serving a 2-year term and half serving a 3-year term as specified by the Transportation Agency. Any member may be reappointed to a 2-year term for an unlimited number of terms.

Transportation Safety & Investment Plan

ROADS & POTHOLES



Matching Funds Opportunity

This program will give Monterey County the opportunity to double its transportation resources. With an approved transportation measure, our county will qualify as “self-help.” Residents in self- help counties have passed sales tax measures to meet the transportation needs of their communities. These are locally controlled dollars that can’t be taken by the state and can only be used for projects approved by the voters.

MOBILITY & ACCESS



Self-Help Counties are able to compete for matching state and federal grants, thereby leveraging their local dollars to further enhance their ability to meet their transportation needs.

Risk of Not Investing

Our transportation infrastructure is aging and county roads and city streets are crumbling. The current state of transportation in Monterey County is detrimental to our regional economy. There are many key corridors, such as Highway 68 between Salinas and Monterey, which suffer collisions and traffic jams that make commuting difficult. The transit system can be crowded and serviced by infrequent buses, which discourages motorists from taking alternative forms of transportation. In many communities, there is a lack of safe walkways and bicycle routes between neighborhoods and schools.

SAFETY & TRAFFIC



Failure to invest in our transportation future will prolong and exacerbate the current issues and make it that much more difficult and expensive to fix the problems later. Our county will also lose out on our fair share of matching state and federal funds. Now is the time to construct the projects in the Transportation Safety & Investment Plan and keep Monterey County moving.

WALKING & BIKING



For more information on our transportation needs, visit the Transportation Agency for Monterey County’s website at tamcmonterey.org.

Community Leaders Advisory Group

ROADS & POTHoles



MOBILITY & ACCESS



SAFETY & TRAFFIC



WALKING & BIKING



Alliance for Jobs

Alliance on Aging

Bay Bikes

Big Sur International Marathon

Big Sur Land Trust

Building Healthy Communities

California State University Monterey Bay

Carpenters Union, Local 505

Castroville Community Service District

Central Coast Center for Independent Living

Central Labor Council

Communities Organized for Relational Power in Action (COPA)

Community Hospital of the Monterey Peninsula

Community Housing Improvement Systems and Planning Association, Inc. (CHISPA)

Elkhorn Slough Foundation

Fort Ord Recreational Trail and Greenway

Gourley Construction

Graniterock Company

International Brotherhood of Electrical Workers

LandWatch Monterey County

League of Women Voters of Monterey County

Meals on Wheels of the Monterey Peninsula

Monterey Bay Area Managers

Monterey County Convention & Visitors Bureau

Monterey County Farm Bureau

Monterey County Hospitality Association

Monterey County Office of Education

Monterey County Public Works

Monterey County Vintners and Growers

Monterey Peninsula Chamber of Commerce

Monterey Peninsula Taxpayers Association

Monterey-Salinas Transit

North County Fire District

North Monterey County LULAC

Salinas Seniors Center

Salinas United Business Association

Salinas Valley Chamber of Commerce

Salinas Valley Taxpayers Association

Southern Monterey County Rural Coalition

**AGREEMENT BETWEEN THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND THE CITY OF SEASIDE
FOR THE ALLOCATION OF FUNDING APPROVED BY
THE TRANSPORTATION AGENCY BOARD OF DIRECTORS**

This agreement is made on March 22, 2017 by and between the City of Seaside, a public body, hereinafter referred to as “Recipient,” and the Transportation Agency for Monterey County, hereinafter referred to as “TAMC.”

WHEREAS, the TAMC is the state-designated Regional Transportation Planning Agency for Monterey County; and

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, the TAMC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual Regional Surface Transportation Program (RSTP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

WHEREAS, the TAMC is authorized to use these exchanged funds (hereinafter RSTP Exchange Funds) to assist local agencies to promote projects which otherwise qualify for RSTP funds; and

WHEREAS, as authorized by Chapter 2, Title 21, Rule 6640 of the Transportation Development Act, one of the duties of the TAMC is to administer the provisions of the Transportation Development Act in apportioning Local Transportation Funds (LTF) for the Transportation Development Act 2% (TDA 2%) program for bicycle and pedestrian projects pursuant to Article 3 of that law, and to the Cities, County, and Monterey-Salinas Transit;

WHEREAS, as authorized by the Joint Powers Agreement for the Monterey County Regional Development Impact Fee Agency, the TAMC is designated to administer and allocate regional development impact fee revenues (RDIF) to projects identified in the approved Strategic Expenditure Plan; and

WHEREAS, the TAMC Board has approved the allocation of funds toward the projects listed in Exhibit A; and

WHEREAS, it is contemplated by TAMC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

WHEREAS, the TAMC has requested the Monterey County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RULES FOR RSTP EXCHANGE FUNDS

- A. The TAMC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.
- B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

2. RULES FOR LTF

- A. The TAMC agrees to allocate LTF funds under the Transportation Development Act only for projects as authorized under the Transportation Development Act Section 99230.
- B. The Recipient agrees to use LTF funds only for LTF eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

3. RULES FOR TDA 2%

- A. The TAMC agrees to allocate TDA 2% funds under the Transportation Development Act only for projects as authorized under the Transportation Development Act Section 99234 Claims for Pedestrian and Bicycle Facilities.
- B. The Recipient agrees to use TDA 2% funds only for TDA 2% eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

4. RULES FOR RDIF

- A. The TAMC agrees to allocate RDIF funds under the Joint Powers Agreement only for projects as authorized by the TAMC Board of Directors in the approved Strategic Expenditure Plan.
- B. The Recipient agrees to use RDIF funds only for RDIF eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

5. ADMINISTRATIVE POLICIES

- A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement, by means of approval by the TAMC Board of Directors of a revised Exhibit A, which shall be designated by a date and number (e.g., “Exhibit A-1 (DATE)”).
- B. The Recipient agrees to submit an annual report to TAMC by April 30 describing the progress towards completion for all projects listed in Exhibit A.
- C. The Recipient agrees to mention TAMC’s role in funding the project in any press releases or media events held by the Recipient to promote a funded project.
- D. The TAMC agrees to reimburse the Recipient within 30 days of receipt of a completed claim form (Exhibit B) from the Recipient.
- E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were awarded by the TAMC Board of Directors, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow TAMC to refuse reimbursement and to reprogram such funds for other purposes.

6. COST PRINCIPLES

- A. Recipient agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements.
- B. Recipient agrees to:
 - (a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and
 - (b) comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

Every sub-recipient receiving funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

7. THIRD PARTY CONTRACTING

- A. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).
- B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 10, below.
- C. In addition to the above, the pre-award requirements of third party contractor/consultants with Recipient shall be consistent with Local Program Procedures as published by Caltrans.

8. ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

9. RIGHT TO AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Recipient shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

10. TRAVEL AND SUBSISTENCE

Payments to Recipient for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates

invoiced are in excess of those authorized DPA rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the TAMC on demand.

11. **PROJECT COMPLETION**

Recipient agrees to provide to the TAMC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

12. **GOVERNING LAWS.** This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

13. **CONFLICT OF INTEREST.** Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

14. **CONSTRUCTION OF AGREEMENT.** The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

15. **WAIVER.** Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

16. **SUCCESSORS AND ASSIGNS.** This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

17. **TIME IS OF THE ESSENCE.** The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

18. **EXECUTION OF AGREEMENT.** Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which

shall be deemed an original, but all of which together shall constitute one and the same agreement.

19. ENTIRE AGREEMENT. This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.
20. TERMINATION DATE. This Agreement shall remain in effect for a period of three (3) years from the date of this Agreement.

IN WITNESS WHEREOF, TAMC and Recipient execute this Agreement as follows:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Debra L. Hale
Executive Director

Date

Recipient:
CITY OF SEASIDE

Name, Title

Date

Approved as to Form:

Kay Reimann
Kathryn Reimann
TAMC Counsel

3/28/17
Date

City Attorney
City of Seaside

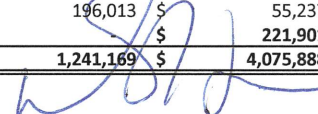
Date

Transportation Agency for Monterey County
Master State and Federal Funding Agreement
Exhibit A

City of Seaside

Agency	Board Approval Date	Fund Expiration Date	Type	Project	Budget	Paid	Balance Outstanding
Seaside	8/27/2014	8/27/2017	RSTP Fair Share	Final Design & Construction of Coe Avenue Bikeway	\$ 606	\$ 606	\$ -
Seaside	3/26/2014	8/27/2017	RSTP Competitive	Broadway Ave. Improvements	\$ 500,000	\$ 500,000	\$ -
Seaside	8/27/2014	8/27/2017	RSTP Fair Share	Broadway Ave. Improvements	\$ 542,962	\$ 542,962	\$ -
Seaside	8/27/2014	8/27/2017	RSTP Competitive	West Broadway Urban Village Infrastructure Improvements Project	\$ 3,798,750	\$ -	\$ 3,798,750
Seaside	9/28/2016	9/28/2019	RSTP Fair Share	West Broadway Urban Village Infrastructure Improvements Project	\$ 1,588	\$ 1,588	\$ -
Seaside	8/27/2014	8/27/2017	TDA 2%	West Broadway Urban Village Infrastructure Improvements Project	\$ 251,250	\$ 196,013	\$ 55,237
Seaside	3/22/2017	3/22/2020	RSTP Fair Share	2017 Fair Share Reserve	\$ 221,901	\$ -	\$ 221,901
					\$ 5,317,057	\$ 1,241,169	\$ 4,075,888

Last Revised: 3/22/2017

Approved by: 
Debra L. Hale, Executive Director



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: August 3, 2017

SUBJECT: ADOPT A RESOLUTION APPROVING THE CREDIT GUARANTY AGREEMENT FOR THE START-UP FUNDING FOR THE COMMUNITY CHOICE ENERGY PROGRAM WITH THE MONTEREY BAY COMMUNITY POWER AUTHORITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

PURPOSE

The purpose of this item is to provide the City Council the opportunity to consider a resolution approving the Credit Guaranty Agreement for the start-up funding for the Community Choice Energy Program with the Monterey Bay Community Power Authority and authorizing the City Manager to execute the Agreement.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving the Credit Guaranty Agreement for the start-up funding for the Community Choice Energy Program with the Monterey Bay Community Power Authority and authorizing the City Manager to execute the Agreement.

BACKGROUND

Enabled by California legislation (AB117), Community Choice Aggregation (CCA) allows local governments to pool their residential and municipal electricity loads and to purchase and/or generate power on behalf of its residents and businesses. Energy transmission, distribution, repair and customer service functions remain the responsibility of the Investor Owned Utility (IOU) operating throughout northern California, namely PG&E.

On February 16, 2017, the City Council adopted a resolution approving Monterey Bay Community Power JPA membership. The Monterey Bay Community Power JPA is composed

of jurisdictions within the Monterey, Santa Cruz and San Benito counties. The JPA was formed in April 2017. The City Council directed City staff to work with the Santa Cruz County planning team on the new Agency's financing requirements.

Agency Financing

In order to move forward with Agency and program implementation, MBCP needs approximately \$3M to pay for start-up costs. In December, Santa Cruz County, on behalf of MBCP issued a banking and credit services RFP seeking a third party lender(s) for the start up capital.

Financial participation for MBCP members is a credit guarantee to support the start up loan of up to \$3 million. The credit guarantee obligation is distributed on a per-seat basis and is interagency agreement (attached). The original estimated credit guarantee for the City of Seaside was \$139,500 and the City Council set a maximum amount of shared credit guarantee at \$175,000. The credit guarantee in the proposed agreement is \$90,909.

At this time, the City Council will consider adoption of a resolution approving the Agreement and authorizing the City Manager to execute the Agreement.

FISCAL IMPACT

If the credit guarantee is called, the potential fiscal impact of the credit guarantee for the JPA's loan of approximately \$3 million to fund start-up costs is \$90,909.

ATTACHMENTS

1. Memorandum of Agreement Regarding Credit Guaranty for Monterey Bay Community Power
 2. Exhibit B - Memorandum of Agreement
 3. Resolution Approving Agreement
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Memorandum of Agreement

Between the County of Monterey and Monterey County Cities

Regarding Credit Guaranty for Monterey Bay Community Power

This Memorandum of Agreement is made and entered into this ____ day of ____, 2017 by and among the County of Monterey (“County”), City of Carmel-by-the-Sea, City of Gonzales, City of Greenfield, City of Marina, City of Monterey, City of Pacific Grove, City of Salinas, City of Sand City, City of Seaside, and the City of Soledad (referred to individually as “City” and collectively as “the Cities”). The County and Cities are hereinafter referred to collectively as the “Parties”.

RECITALS

- A. The Monterey Bay Community Power Authority (MBCP) is a joint powers agency formed on February 21, 2017 by and among the cities and counties listed on Exhibit A to this Agreement. The members of MBCP share various powers common to each member under California law, including but not limited to the power to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions.
- B. The cities within Monterey County who are members of MBCP are City of Carmel-by-the-Sea, City of Gonzales, City of Greenfield, City of Marina, City of Monterey, City of Pacific Grove, City of Salinas, City of Sand City, City of Seaside, and the City of Soledad (the “Cities”).
- C. MBCP requires start-up and initial working capital up to an estimated \$3,000,000 (three million dollars).
- D. MBCP is negotiating with River City Bank to receive a non-revolving line of credit of up to \$3,000,000 (three million dollars) for the startup and initial working capital (the “Loan”).
- E. River City Bank requires a non-revolving credit guaranty (“Credit Guaranty”) from one or more of the members of MBCP to guarantee, on a pro-rata basis, the Loan and any enforcement costs. This Credit Guaranty was contemplated in the Joint Exercise of Powers Agreement Relating to and Creating the Monterey Bay Community Power Authority of Monterey, Santa Cruz, and San Benito Counties (“JPA Agreement”).
- F. The JPA Agreement at section 5.3.4 provides that the Credit Guaranty shall be a shared responsibility and will be distributed on a per-seat basis with shared seat members dividing the Credit Guarantee among the cities sharing those seats; the MBCP Policy and Operations Boards are each composed of eleven seats, so each seat is responsible for one-eleventh (1/11th) of the Credit Guaranty.

G. Under the terms of the Credit Guaranty proposed by River City Bank, the Counties of Monterey, San Benito and Santa Cruz (the "Counties") will provide a pro-rata share of the Credit Guaranty to River City Bank, as follows (Pro-rata Share):

1. Monterey County: \$1,363,636 (45.45%)
2. San Benito County: \$545,455 (18.18%)
3. Santa Cruz County: \$1,090,909 (36.36%).

If the County grants the Credit Guaranty, which will be in substantially the same form as Exhibit B, the County will agree to guarantee its pro-rata share of principal and interest on the Loan and River City Bank's enforcement costs. While the Counties have agreed to the pro-rata shares, the actual dollar amount which the County may be called upon to provide pursuant to the Credit Guaranty will depend on the amount of credit utilized by MBCP (which shall not exceed \$3 million), the accrued interest on the Loan, and River City Bank's enforcement costs, if any. It is understood that each of the Counties will provide only its Pro-Rata Share of the Credit Guaranty and will not be liable for the other two counties' Pro-Rata Share of the Credit Guaranty.

H. Although the County of Monterey is providing the Credit Guaranty to River City Bank up front on behalf of the County and the Cities, each of the city members of the MBCP within the County of Monterey remain responsible for its proportional share of the Credit Guarantee.

I. The purpose of this Agreement is to commit each of the Cities to provide its proportional share of the Credit Guaranty upon the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The County of Monterey agrees to provide the Credit Guaranty to River City Bank on behalf of itself and the Cities, provided that each City agrees to provide its proportional share of the Credit Guaranty (the "Credit Support Obligation") to the County in accordance with the terms of this Agreement.
2. Each of the Cities' Credit Support Obligation is set forth in Exhibit C, attached hereto and incorporated herein by reference. The Credit Support Obligation is a percentage share of the Credit Guaranty: City of Salinas will be responsible for 9.09% of the Credit Guaranty, and each of the Cities that share a MBCP seat will be responsible for 3.03% of the Credit Guaranty. The dollar amounts shown in Exhibit C are estimates based on a total Credit Guaranty of \$3 million; however, the actual dollar amount required to fulfill each City's Credit Support Obligation could exceed or be less than the dollar amounts in Exhibit C because the dollar amount will be contingent on the amount of credit advanced to MBCP (which shall not exceed \$3 million), the interest accrued, and River City Bank's expenses. It is understood that each City is agreeing to provide its percentage share.

3. In the event that River City Bank collects upon its Credit Guaranty from the County, the County shall calculate the City's Monetary Obligation for each City and provide thirty (30) days written notice to each City of that City's Monetary Obligation. The City's Monetary Obligation shall be equal to that City's share, as determined by that City's Credit Support Obligation, of the total sum provided by the County to River City Bank to fulfill the Credit Guaranty (City's Monetary Obligation). (For example, the City of Salinas' Monetary Obligation will be equal to 9.09% of the total dollar amount River City Bank collects from the County pursuant to the Credit Guaranty.)
4. Each of the Cities hereby agrees that, if River City Bank collects upon its Credit Guaranty from the County of Monterey, each City, within thirty (30) days of receipt of notice of City's Monetary Obligation, shall reimburse the County by depositing funds equivalent to the City's Monetary Obligation with the County.
5. As a means of securing payment of each City's Monetary Obligation, each City hereby authorizes the County to withhold each City's Monetary Obligation from property taxes collected on behalf of each City in the event and to the extent that reimbursement has not been paid by that City pursuant to Paragraph 4 of this Agreement. Following written notice to the City of the City's Monetary Obligation, and after property taxes are collected but prior to distribution to the various agencies, the County will deduct the City's Monetary Obligation before distribution of property taxes. This deduction shall occur no sooner than 31 days after notification by the County to the City and shall continue until paid in full. No fees will be charged by the County for administrative services relating thereto.
6. This Agreement shall take effect upon execution by the County and all of the Cities. This Agreement shall remain in effect until terminated in writing by the County. The County shall terminate this Agreement when both following events have occurred: A) the Credit Guaranty to River City Bank has been terminated and is no longer in effect and the County has been released from all obligations thereunder; and B) all amounts due from the Cities to the County under this Agreement, if any, have been collected by the County.
7. Notices required under this Agreement shall be delivered to the addresses listed below. Delivery of notice shall be by personal delivery or by certified mail or other mail delivery service that enables tracking and acknowledgement of receipt. E-mail may be used for informal communications. Each Party shall provide prompt written notification to the other Parties of any change to the contact information and address listed below.

For County:

Lew Bauman
County Administrative Officer
168 West Alisal Street, 3d floor

Salinas, CA 93901
Phone: (831) 755-5113

For City of Carmel-by-the-Sea:

Chip Rerig
City Administrator
P.O. Box CC
Carmel-by-the-Sea, CA 93921
Phone: (831) 620-2000

For City of Gonzalez:

Rene L. Mendez
City Manager
P.O. Box 647
Gonzales, CA, 93926
Phone: (831) 675-5000

For City of Greenfield:

Jaime Fontes
City Manager
City of Greenfield
P.O. Box 127
Greenfield, CA 93927
Phone: (831) 674-5591

For City of Marina:

Layne Long
City Manager
211 Hillcrest Ave
Marina, CA 93933
Phone: (831) 884-1281

For City of Monterey:

Mike McCarthy
City Manager
580 Pacific Street
Monterey, CA 93940
Phone: (831) 646-3799

For City of Pacific Grove:

Ben Harvey
City Manager
300 Forest Ave. 2nd Floor
Pacific Grove, CA 93950
Phone: (831) 648-3106

For City of Salinas:

Ray Corpuz
City Manager
200 Lincoln Ave
Salinas, CA 93901
Phone: (831) 758-7201

For City of Sand City:

Todd Bodem
City Administrator
1 Sylvan Park
Sand City, CA 93955
Phone: (831) 394-3054 x212

For City of Seaside:

Craig Malin
City Manager
440 Harcourt Avenue
Seaside, CA 93955
Phone: (831) 899-6701

For City of Soledad:

Michael McHatten
City Manager
248 Main St.
P.O. Box 156
Soledad, CA 93960
Phone: (831) 223-5016

8. This Agreement may be amended or modified only by an instrument in writing signed by all of the Parties.
9. The Parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

10. Time is of the essence in each and all of the provisions of this Agreement.
11. The County and Cities agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
12. Any individual executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
13. The following exhibits are attached hereto and incorporated herein by reference:
- | | |
|-----------|-------------------------|
| Exhibit A | MBCP members |
| Exhibit B | Form of Credit Guaranty |
| Exhibit C | Credit Support Table |
14. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the portions of this Agreement not held to be unconstitutional or invalid.
15. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the County and each of the Cities have caused this Agreement to be executed by their duly-authorized representative as of the day and year written below.

COUNTY OF MONTEREY

Chairperson of the Board of Supervisors

Date

APPROVED AS TO FORM:

Office of the County Counsel

Date

CITY OF CARMEL-BY-THE-SEA

Mayor Steve Dallas

Date

CITY OF GONZALES

Mayor Maria Orozco

Date

CITY OF GREENFIELD

Mayor John P. Huerta, Jr.

Date

CITY OF MARINA

Mayor Bruce Delgado

Date

CITY OF MONTEREY

Mayor Clyde Roberson

Date

CITY OF PACIFIC GROVE

Mayor Bill Kampe

Date

CITY OF SALINAS

Mayor Joe Gunter

Date

CITY OF SAND CITY

Mayor Mary Ann Carbone

Date

CITY OF SEASIDE

Mayor Ralph Rubio

Date

CITY OF SOLEDAD

Mayor Fred Ledesma

Date

Exhibit A
MBCP Members

County of Santa Cruz

City of Santa Cruz

City of Watsonville

City of Capitola

City of Scotts Valley

County of Monterey

City of Salinas

City of Monterey

City of Pacific Grove

City of Carmel

City of Seaside

City of Marina

City of Sand City

City of Soledad

City of Greenfield

City of Gonzales

County of San Benito

City of Hollister

City of San Juan Bautista

Exhibit B
Non-Revolving Credit Guaranty

[Placeholder for Exhibit B]

Exhibit C
Credit Support Table

Proposed Monterey Bay Community Power Credit Allocation by Jurisdiction				
		Seats on Board	Credit Support	
			Percentage	Amount
<u>Santa Cruz County</u>				
1	County of Santa Cruz	1.00	9.09%	\$ 272,727
2	City of Santa Cruz	1.00	9.09%	272,727
3	Watsonville	1.00	9.09%	272,727
	Santa Cruz Cities Rotating			
4	Capitola	0.50	4.55%	136,364
5	Scotts Valley	<u>0.50</u>	<u>4.55%</u>	<u>136,364</u>
	<i>Subtotal - Santa Cruz County</i>	<i>4.00</i>	<i>36.36%</i>	<i>\$ 1,090,909</i>
<u>Monterey County</u>				
6	County of Monterey	1.00	9.09%	\$ 272,727
7	Salinas	1.00	9.09%	272,727
	Monterey Coastal Cities Rotating			
8	Marina	0.33	3.03%	90,909
9	Seaside	0.33	3.03%	90,909
10	Sand City	0.33	3.03%	90,909
	Monterey Peninsula Cities Rotating			
11	Pacific Grove	0.33	3.03%	90,909
12	Carmel	0.33	3.03%	90,909
13	City of Monterey	0.33	3.03%	90,909
	Salinas Valley Rotating			
14	Greenfield	0.33	3.03%	90,909
15	Soledad	0.33	3.03%	90,909
16	Gonzales	<u>0.33</u>	<u>3.03%</u>	<u>90,909</u>
	<i>Subtotal - Monterey County</i>	<i>5.00</i>	<i>45.45%</i>	<i>\$ 1,363,636</i>
<u>San Benito County</u>				
17	County of San Benito	1.00	9.09%	\$ 272,727
	San Benito Cities Rotating			
18	Hollister	0.50	4.55%	136,364
19	San Juan Bautista	<u>0.50</u>	<u>4.55%</u>	<u>136,364</u>
	<i>Subtotal - San Benito County</i>	<i><u>2.00</u></i>	<i><u>18.18%</u></i>	<i><u>\$ 545,455</u></i>
	Total	11.00	100.00%	\$ 3,000,000

EXHIBIT B
NON-REVOLVING CREDIT GUARANTY

This NON-REVOLVING CREDIT GUARANTY is made effective as of _____ (“*Guaranty*”) by the County of [] (the “*Non-Revolving Credit Guarantor*”) in favor and for the benefit of Lender under the Credit Agreement (each as hereinafter defined).

RECITALS

A. Pursuant to a certain credit agreement dated as of [] (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof in effect, the “*Credit Agreement*”) by and between Monterey Bay Community Power (“*Borrower*”) and River City Bank (“*Lender*”), Lender has agreed to make certain Advances to Borrower. Capitalized terms not defined herein have the meanings ascribed to them in the Credit Agreement.

B. It is a requirement under Section 8.2 (a) of the Credit Agreement that the Non-Revolving Credit Guarantor shall execute and deliver a Guaranty and that this Guaranty shall be in full force and effect.

C. This Guaranty is given by the Non-Revolving Credit Guarantor in favor of Lender to guaranty all of the Obligations of Borrower under the Non-Revolving Credit in accordance with the terms of the Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Non-Revolving Credit Guarantor hereby agrees as follows:

I. Guaranty. (a) To induce Lender to make the Advances upon the terms and conditions set forth in the Credit Agreement, and in consideration thereof, the Non-Revolving Credit Guarantor hereby unconditionally and irrevocably severally (based on Non-Revolving Credit Guarantor’s percentage responsibility set forth on **Exhibit A** attached hereto (each a “*Guarantor’s Share*”)) (i) guarantees to Lender and its successors, transferees and assigns, the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) and at all times thereafter of the Obligations of Borrower (including amounts which would become due but for the operation of the automatic stay under Section 362(a) of the United States Federal Bankruptcy Code of 1978, as amended, or any state bankruptcy statute) under the Non-Revolving Credit; and (ii) agrees to pay any and all reasonable expenses (including reasonable attorneys’ fees and disbursements and expert witnesses’ fees and disbursements) which may be paid or incurred by Lender in enforcing any rights with respect t, or collecting, any or all of the Obligations under the Non-Revolving Credit and/or enforcing any rights with respect to, or collecting against, Non-Revolving Credit Guarantor under this Guaranty (collectively, the “*Guaranteed Obligations*”).

(b) Non-Revolving Credit Guarantor agrees that this Guaranty constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be had by Lender to any security held for payment of any of the Guaranteed Obligations or to any balance of any deposit account or credit on the books of Lender in favor of Borrower or any other Person.

(c) No payment or payments made by Borrower or any other Person or received or collected by Lender from any other Person by virtue of any action or proceeding or any set off or appropriation or application at any time or from time to time in reduction of or in payment of the Guaranteed Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of Non-Revolving Credit Guarantor hereunder which shall, notwithstanding any such payment or payments other than payments made to Lender by a Non-Revolving Credit Guarantor or payments received or collected by Lender from a Non-Revolving Credit Guarantor, remain liable for Guarantor's Share of the Guaranteed Obligations until the Guaranteed Obligations are indefeasibly paid in full in cash or cash equivalents.

(d) Non-Revolving Credit Guarantor understands, agrees and confirms that this is a guaranty of payment when due and not of collection and that Lender may, from time to time, enforce this Guaranty up to the full amount of Guarantor's Share of the Guaranteed Obligations owed to Lender without proceeding against any other Person, against any security for the Guaranteed Obligations, against any other guarantor or under any other guaranty covering the Guaranteed Obligations.

2. Waiver by Non-Revolving Credit Guarantor. Until the payment and satisfaction in full of all Guaranteed Obligations and the expiration or termination of any commitment to lend by Lender under the Credit Agreement, Non-Revolving Credit Guarantor hereby waives absolutely and irrevocably any claim which it may have against Borrower or any of its respective Affiliates by reason of any payment to Lender, or to any other Person pursuant to or in respect of this Guaranty, including any claims by way of subrogation, contribution, reimbursement, indemnity or otherwise.

Non-Revolving Credit Guarantor further agrees that Non-Revolving Credit Guarantor's liability as guarantor shall not be impaired or affected by any renewals or extensions which may be made from time to time, with or without the knowledge or consent of Non-Revolving Credit Guarantor of the time for payment of interest or principal under the Credit Agreement or by any forbearance or delay in collecting interest or principal under the Credit Agreement, or by any waiver by Lender under the Credit Agreement or any other Loan Documents, or by Lender's failure or election not to pursue any other remedies it may have against Borrower or Non-Revolving Credit Guarantor, or by any change or modification in the Credit Agreement or any other Loan Document, or by the acceptance by Lender of any additional security or any increase, substitution or change therein, or by the release by Lender of any security or any withdrawal thereof or decrease therein, except that payment in full of the indebtedness shall automatically release Non-Revolving Credit Guarantor of its obligations under this Guaranty, or by the application of payments received from any source to the payment of any obligation other than the indebtedness even though Lender might lawfully have elected to apply such

payments to any part or all of the indebtedness (in which case Non-Revolver Credit Guarantor will be automatically released), or by the failure or invalidity of, or any defect in, the Credit Agreement, or by any legal disability or other defense of Borrower, or by the cessation, limitation or termination from any cause whatsoever of any of the Obligations under the Credit Agreement, except upon payment in full of the indebtedness (in which case Non-Revolver Credit Guarantor will be automatically released), or by the application by Borrower of the proceeds of the Advances for purposes other than the purposes represented by Borrower to Lender or intended or understood by Lender or Non-Revolver Credit Guarantor, it being the intent hereof that Non-Revolver Credit Guarantor shall remain liable for its ratable share of obligations hereunder to the extent of Guarantor's obligations provided herein, notwithstanding any act or thing which might otherwise operate as a legal or equitable discharge of a surety. Non-Revolver Credit Guarantor hereby waives any and all rights or defenses based on, and understands and agrees that Non-Revolver Credit Guarantor's liability as guarantor shall not be impaired or affected by, an election of remedies by Lender, even though that election of remedies, such as a non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Non-Revolver Credit Guarantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or otherwise, or the foreclosure of any of the security for the Advances, including without limitation the security described in any Security Agreement, or Non-Revolver Credit Guarantor's right to a fair value hearing under Section 580a of the California Code of Civil Procedure, it being intended that this Guaranty shall survive the realization upon any of the security for the Advances, including without limitation the security described in the Security Agreement, including without limitation non-judicial foreclosure, where applicable, and notwithstanding any defense, right, or claim that any such foreclosure satisfied the obligations secured thereby. Non-Revolver Credit Guarantor agrees that the payment of all sums payable under the Credit Agreement or any of the other Loan Documents or any part thereof or other act which tolls any statute of limitations applicable to the Credit Agreement or the other Loan Documents shall similarly operate to toll the statute of limitations applicable to Non-Revolver Credit Guarantor's liability hereunder. Without limiting the generality of the foregoing or any other provision hereof, Non-Revolver Credit Guarantor expressly waives to the extent permitted by law any and all rights and defenses that Non-Revolver Credit Guarantor may have if Borrower's debt is secured by real property. This means, among other things: (1) Lender may collect from a Non-Revolver Credit Guarantor without first foreclosing on any security for the Advances (whether such security is real or personal property) pledged by Borrower; and (2) if Lender forecloses on any real property security pledged by Borrower (including without limitation the real property described in a Deed of Trust), (A) the amount of the Indebtedness may be reduced only by the price for which that security is sold at the foreclosure sale, even if the security is worth more than the sale price, and (B) Lender may collect from Non-Revolver Credit Guarantor even if Lender, by foreclosing on the real property security, has destroyed any right Non-Revolver Credit Guarantor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Non-Revolver Credit Guarantor may have if Borrower's debt is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure, and/or Sections 2787 to 2855, inclusive, 2899 and 3433 of the California Civil Code, or any of such sections. Non-Revolver Credit Guarantor

further understands and agrees that Lender may at any time enter into agreements with Borrower to amend and modify the Credit Agreement, Loan Agreement, Security Agreement or other Loan Documents, and may waive or release any provision or provisions of the Credit Agreement, Loan Agreement, Security Agreement and other Loan Documents or any thereof, and, with reference to such instruments, may make and enter into any such agreement or agreements as Lender and Borrower may deem proper and desirable, without in any manner impairing or affecting this Guaranty or any of Lender's rights hereunder or Non-Revolving Credit Guarantor's obligations hereunder.

3. Consent by Non-Revolving Credit Guarantor. Non-Revolving Credit Guarantor hereby consents and agrees that, without the necessity of any reservation of rights against Non-Revolving Credit Guarantor and without notice to or further assent by Non-Revolving Credit Guarantor, any demand for payment of any of the Guaranteed Obligations made by Lender may be rescinded by Lender and any of the Guaranteed Obligations continued, and the Guaranteed Obligations, or the liability of any other party upon or for any part thereof, or any collateral security or guaranty therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by Lender; and the Credit Agreement or other guaranty or documents in connection therewith, or any of them, may be amended, modified, supplemented or terminated, in whole or in part, as Lender may deem advisable from time to time; and any guaranty or right of offset may be sold, exchanged, waived, surrendered or released, all without the necessity of any reservation of rights against Non-Revolving Credit Guarantor and without notice to or further assent by Non-Revolving Credit Guarantor, which will remain bound hereunder, notwithstanding any such renewal, extension, modification, acceleration, compromise, amendment, supplement, termination, sale, exchange, waiver, surrender or release. Lender shall have no obligation to protect, secure, perfect or insure any property at any time held as security for the Guaranteed Obligations. When making any demand hereunder against Non-Revolving Credit Guarantor, Lender may, but shall be under no obligation to, make a similar demand on Borrower, any other Person who at any time guarantees or pledges any assets to secure the Guaranteed Obligations, or any one or more of them (a "*Credit Party*") or any such other guarantor, and any failure by Lender to make any such demand or to collect any payments from such other Credit Party or any such other guarantor or any release of such other Credit Party or any such other guarantor or of Non-Revolving Credit Guarantor's obligations or liabilities hereunder shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of Lender against Non-Revolving Credit Guarantor hereunder. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

4. Waivers; Successors and Assigns. Non-Revolving Credit Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by Lender upon this Guaranty or acceptance of this Guaranty, and the Guaranteed Obligations shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guaranty, and all dealings between Non-Revolving Credit Guarantor and any other Credit Party, on the one hand, and Lender, on the other hand, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guaranty. Non-Revolving Credit Guarantor waives diligence, presentment,

protest, demand for payment and notice of default or non-payment to or upon any Credit Party or Non-Revolving Credit Guarantor with respect to the Guaranteed Obligations. This Guaranty shall be construed as a continuing, absolute and unconditional guaranty of payment without regard to the validity, regularity or enforceability of the Credit Agreement, the other Loan Documents, any of the Guaranteed Obligations or any guaranty therefor or right of offset with respect thereto at any time or from time to time held by Lender and without regard to any defense (other than the defense of payment), set-off or counterclaim which may at any time be available to or be asserted by any Credit Party against Lender, or by any other circumstance whatsoever (with or without notice to or knowledge of Non-Revolving Credit Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Guaranteed Obligations, or of Non-Revolving Credit Guarantor under this Guaranty, in bankruptcy or in any other instance, and the obligations and liabilities of Non-Revolving Credit Guarantor hereunder shall not be conditioned or contingent upon the pursuit by Lender or any other Person at any time of any right or remedy against any Credit Party or against any other Person which may be or become liable in respect of all or any part or the Guaranteed Obligations or against any collateral security or Guaranty therefor or right of offset with respect thereto. This Guaranty shall be a primary obligation of Non-Revolving Credit Guarantor to secure the payment of the Guaranteed Obligations and Lender shall have no obligation whatsoever to seek payment of the Guaranteed Obligations from Borrower in the event an Event of Default has occurred and is continuing. This Guaranty shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon Non-Revolving Credit Guarantor and the successors and assigns thereof, and shall inure to the benefit of Lender, and their respective successors, transferees and assigns (including each holder from time to time of Guaranteed Obligations), until all of the Guaranteed Obligations and the obligations of Non-Revolving Credit Guarantor under this Guaranty shall have been satisfied by indefeasible payment in full in cash or cash equivalents, notwithstanding that from time to time during the term of the Credit Agreement any Credit Party may be released from all of its Guaranteed Obligations thereunder.

5. Effectiveness; Reinstatement. This Guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Credit Party, or upon or as a result of the appointment of a receiver, intervenor or conservator of; or trustee or similar officer for, any Credit Party or any substantial part of its property, or otherwise, all as though such payments had not been made.

6. Payments of Guaranteed Obligations. Non-Revolving Credit Guarantor hereby guarantees that its Guarantor's Share of the Guaranteed Obligations will be paid for the benefit of Lender without set-off or counterclaim in lawful currency of the United States of America at the office of Lender located at 2485 Natomas Park Drive, Sacramento, California 95833. Non-Revolving Credit Guarantor shall make any payments required hereunder within thirty (30) calendar days of receipt of written notice thereof from Lender; provided, however, that such written notice may only be sent after the occurrence and during the continuation of an Event of Default and provided, further, however, that the failure of Lender to give such notice shall not affect Non-Revolving Credit Guarantor's obligations hereunder.

7. Representations and Warranties. To induce Lender to enter into the Credit Agreement and to make the Advances thereunder, Non-Revolver Credit Guarantor represents and warrants to Lender that, as to Non-Revolver Credit Guarantor, the following statements are true, correct and complete on and as of the date hereof:

(a) Organization and Qualification; Authority; Consents. Non-Revolver Credit Guarantor is a City or County duly organized, validly existing under and operating pursuant to the laws of the State of California, has full and adequate power to own its Property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the Property owned or leased by it requires such licensing or qualifying unless the failure to be so licensed or qualified would not have a material adverse effect on its business, operations or assets. Non-Revolver Credit Guarantor has full right and authority to enter into this Guaranty and to perform each and all of the matters and things herein provided for; and this Guaranty does not, nor does the performance or observance by Non-Revolver Credit Guarantor of any of the matters or things herein or therein provided for, contravene any provision of law or any organizational document of Non-Revolver Credit Guarantor or any covenant, indenture or agreement of or affecting Non-Revolver Credit Guarantor or any of its Properties. The execution, delivery, performance and observance by Non-Revolver Credit Guarantor of this Guaranty and any other instruments and documents executed by Non-Revolver Credit Guarantor in connection with this Guaranty do not and, at the time of delivery hereof, will not require any consent or approval of any other Person, other than such consents and approvals that have been given or obtained.

(b) Legal Effect. This Guaranty constitutes a legal, valid and binding agreement of Non-Revolver Credit Guarantor, enforceable in accordance with its terms, subject to laws relating to bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the application of equitable remedies if equitable remedies are sought.

(c) Litigation. There is no litigation or governmental proceeding pending, nor to the knowledge of Non-Revolver Credit Guarantor threatened in writing, against Non-Revolver Credit Guarantor which if adversely determined would result in any material adverse change in the financial condition, Properties, business or operations of Non-Revolver Credit Guarantor.

(d) Compliance with Laws. Non-Revolver Credit Guarantor is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to its Properties or business operations (including, without limitation, laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes and substances), non-compliance with which could have a material adverse effect on the financial condition, Properties, business or operations of Non-Revolver Credit Guarantor. Non-Revolver Credit Guarantor has not received notice to the effect that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental, health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action

could have a material adverse effect on the financial condition, Properties, business or operations of Non-Revolver Credit Guarantor.

(e) Other Agreements. Non-Revolver Credit Guarantor is not in default under the terms of any covenant, indenture or agreement of or affecting Non-Revolver Credit Guarantor or any of its Properties, which default if uncured would have a material adverse effect on the financial condition, Properties, business or operations of Non-Revolver Credit Guarantor.

8. Covenants. Non-Revolver Credit Guarantor agrees that so long as any credit is available to or in use by Borrower under the Credit Agreement, except to the extent compliance in any case or cases is waived in writing by Lender:

(a) Financial Reports. Non-Revolver Credit Guarantor shall maintain a standard system of accounting in accordance with GAAP and shall furnish to Lender and its duly authorized representatives any publicly available information respecting the business and financial condition of Non-Revolver Credit Guarantor as Lender may reasonably request.

(b) Compliance with Laws. Non-Revolver Credit Guarantor shall comply in all respects with the requirements of all laws, rules, regulations, ordinances and orders applicable to or pertaining to its Properties or business operations, non-compliance with which could have a material adverse effect on the financial condition, Properties, business or operations of Non-Revolver Credit Guarantor or could result in a Lien upon any of its Property.

(c) Notices of Claims and Litigation. Non-Revolver Credit Guarantor shall promptly inform Lender in writing of (1) all material adverse changes in Non-Revolver Credit Guarantor's financial condition and (2) all existing litigation and all written threats of litigation, claims, investigations, administrative proceedings or similar actions affecting Non-Revolver Credit Guarantor which could materially affect the financial condition of Non-Revolver Credit Guarantor.

9. Expenses. If: (a) this Guaranty is placed in the hands of an attorney for collection or is collected through any legal proceeding; (b) an attorney is retained to represent Lender in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Guaranty; or (c) an attorney is retained to represent Lender in any proceedings whatsoever in connection with this Guaranty and Lender prevails in any such proceedings, then Non-Revolver Credit Guarantor shall pay to Lender (as the case may be) upon demand Non-Revolver Credit Guarantor's Share of all reasonable attorney's fees, costs and expenses incurred in connection therewith (all of which are referred to herein as "*Enforcement Costs*"), in addition to all other amounts due hereunder, regardless of whether all or a portion of such Enforcement Costs are incurred in a single proceeding brought to enforce this Guaranty as well as the other Loan Documents.

10. No Waiver. No failure to exercise and no delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise

thereof, or the exercise of any other power or right. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

11. Notices. All notices, demands, instructions or other communications required or permitted to be given to or made upon any party hereto shall be given in accordance with the provisions of the Credit Agreement and at the address set forth therein or as provided on the signature page hereof.

12. Amendments, Waivers, etc. No provision of this Guaranty shall be waived, amended, terminated or supplemented except by a written instrument executed by Non-Revolving Credit Guarantor and Lender.

13. GOVERNING LAW. THIS GUARANTY SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

14. CONSENT TO JURISDICTION AND SERVICE OF PROCESS. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST NON-REVOLVING CREDIT GUARANTOR WITH RESPECT TO THIS GUARANTY AGREEMENT SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COUNTY OF SACRAMENTO, CALIFORNIA, AND BY EXECUTION AND DELIVERY OF THIS GUARANTY AGREEMENT NON-REVOLVING CREDIT GUARANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

15. Counterparts. This Guaranty and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[remainder of page intentionally left blank]

County of []

By: _____

Its: _____

EXHIBIT A
GUARANTOR'S SHARE

<u>Guarantor</u>	<u>Guarantor's Share of the Obligations</u>
County of Santa Cruz	36.36%
County of Monterey	45.46%
Total	81.82%

**CITY OF SEASIDE
RESOLUTION NO. ____**

**RESOLUTION APPROVING THE CREDIT GUARANTY AGREEMENT FOR THE
START-UP FUNDING FOR THE COMMUNITY CHOICE ENERGY PROGRAM
WITH THE MONTEREY BAY COMMUNITY POWER AUTHORITY AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, AB 117, adopted as California state law in 2002, permits cities, counties, or city and county Joint Power Authorities to aggregate residential, commercial, industrial, municipal and institutional electric loads through Community Choice Aggregation (CCA); and

WHEREAS, the City of Seaside passed a resolution on February 16, 2017, approving the Joint Exercise of Powers Agreement to become a part of the Monterey Bay Community Power Authority; and

WHEREAS, the Monterey Bay Community Power Authority was formed in April 2017; and

WHEREAS, the Monterey Bay Community Power Authority needs approximately \$3,000,000 to pay for start-up costs; and

WHEREAS, financial participation for Monterey Bay Community Power Authority members is a credit guarantee in the form of the Interagency Agreement, attached as Exhibit 1; and

WHEREAS, the City of Seaside guarantee amount is \$90,909.

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

1. Approves the Memorandum of Agreement Between the County of Monterey and Monterey County Cities Regarding Credit Guaranty for Monterey Bay Community Power (“Cities Agreement”), contingent on approval by all member cities;
2. Approves the Shared Financial Agreement by and Among the County Members of the Monterey Bay Community Power Authority of Monterey, Santa Cruz and San Benito, contingent on approval by all member cities of the Cities Agreement;
3. Approves Non-Revolving Credit Guaranty with River City Bank to provide approximately 45.45% percent of the credit guaranty, contingent on approval by all members of the Cities Agreement; and,
4. Authorizes the County Administrative Officer to make modifications to all agreements that do not change the material terms and to execute the agreements on behalf of the County.

BE IT FURTHER RESOLVED that the Mayor and/or City Manager is hereby authorized and directed to execute the Agreement on behalf of the City of Seaside.

PASSED AND ADOPTED by the City of Seaside City Council, State of California, this 3rd day of August, 2017 by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Ralph Rubio, Mayor

ATTEST: _____

Lesley Milton-Rerig
City Clerk

EXHIBIT 1

Memorandum of Agreement

Between the County of Monterey and Monterey County Cities

Regarding Credit Guaranty for Monterey Bay Community Power

This Memorandum of Agreement is made and entered into this ____ day of _____, 2017 by and among the County of Monterey (“County”), City of Carmel-by-the-Sea, City of Gonzales, City of Greenfield, City of Marina, City of Monterey, City of Pacific Grove, City of Salinas, City of Sand City, City of Seaside, and the City of Soledad (referred to individually as “City” and collectively as “the Cities”). The County and Cities are hereinafter referred to collectively as the “Parties”.

RECITALS

- A. The Monterey Bay Community Power Authority (MBCP) is a joint powers agency formed on February 21, 2017 by and among the cities and counties listed on Exhibit A to this Agreement. The members of MBCP share various powers common to each member under California law, including but not limited to the power to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions.
- B. The cities within Monterey County who are members of MBCP are City of Carmel-by-the-Sea, City of Gonzales, City of Greenfield, City of Marina, City of Monterey, City of Pacific Grove, City of Salinas, City of Sand City, City of Seaside, and the City of Soledad (the “Cities”).
- C. MBCP requires start-up and initial working capital up to an estimated \$3,000,000 (three million dollars).
- D. MBCP is negotiating with River City Bank to receive a non-revolving line of credit of up to \$3,000,000 (three million dollars) for the startup and initial working capital (the “Loan”).

- E. River City Bank requires a non-revolving credit guaranty (“Credit Guaranty”) from one or more of the members of MBCP to guarantee, on a pro-rata basis, the Loan and any enforcement costs. This Credit Guaranty was contemplated in the Joint Exercise of Powers Agreement Relating to and Creating the Monterey Bay Community Power Authority of Monterey, Santa Cruz, and San Benito Counties (“JPA Agreement”).
- F. The JPA Agreement at section 5.3.4 provides that the Credit Guaranty shall be a shared responsibility and will be distributed on a per-seat basis with shared seat members dividing the Credit Guarantee among the cities sharing those seats; the MBCP Policy and Operations Boards are each composed of eleven seats, so each seat is responsible for one-eleventh (1/11th) of the Credit Guaranty.
- G. Under the terms of the Credit Guaranty proposed by River City Bank, the Counties of Monterey, San Benito and Santa Cruz (the “Counties”) will provide a pro-rata share of the Credit Guaranty to River City Bank, as follows (Pro-rata Share):
 - 1. Monterey County: \$1,363,636 (45.45%)
 - 2. San Benito County: \$545,455 (18.18%)
 - 3. Santa Cruz County: \$1,090,909 (36.36%).

If the County grants the Credit Guaranty, which will be in substantially the same form as Exhibit B, the County will agree to guarantee its pro-rata share of principal and interest on the Loan and River City Bank’s enforcement costs. While the Counties have agreed to the pro-rata shares, the actual dollar amount which the County may be called upon to provide pursuant to the Credit Guaranty will depend on the amount of credit utilized by MBCP (which shall not exceed \$3 million), the accrued interest on the Loan, and River City Bank’s enforcement costs, if any. It is understood that each of the Counties will provide only its Pro-Rata Share of the Credit Guaranty and will not be liable for the other two counties’ Pro-Rata Share of the Credit Guaranty.

- H. Although the County of Monterey is providing the Credit Guaranty to River City Bank up front on behalf of the County and the Cities, each of the city members of the MBCP within the County of Monterey remain responsible for its proportional share of the Credit Guarantee.
- I. The purpose of this Agreement is to commit each of the Cities to provide its proportional share of the Credit Guaranty upon the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The County of Monterey agrees to provide the Credit Guaranty to River City Bank on behalf of itself and the Cities, provided that each City agrees to provide its proportional share of the Credit Guaranty (the “Credit Support Obligation”) to the County in accordance with the terms of this Agreement.

2. Each of the Cities' Credit Support Obligation is set forth in Exhibit C, attached hereto and incorporated herein by reference. The Credit Support Obligation is a percentage share of the Credit Guaranty: City of Salinas will be responsible for 9.09% of the Credit Guaranty, and each of the Cities that share a MBCP seat will be responsible for 3.03% of the Credit Guaranty. The dollar amounts shown in Exhibit C are estimates based on a total Credit Guaranty of \$3 million; however, the actual dollar amount required to fulfill each City's Credit Support Obligation could exceed or be less than the dollar amounts in Exhibit C because the dollar amount will be contingent on the amount of credit advanced to MBCP (which shall not exceed \$3 million), the interest accrued, and River City Bank's expenses. It is understood that each City is agreeing to provide its percentage share.
3. In the event that River City Bank collects upon its Credit Guaranty from the County, the County shall calculate the City's Monetary Obligation for each City and provide thirty (30) days written notice to each City of that City's Monetary Obligation. The City's Monetary Obligation shall be equal to that City's share, as determined by that City's Credit Support Obligation, of the total sum provided by the County to River City Bank to fulfill the Credit Guaranty (City's Monetary Obligation). (For example, the City of Salinas' Monetary Obligation will be equal to 9.09% of the total dollar amount River City Bank collects from the County pursuant to the Credit Guaranty.)
4. Each of the Cities hereby agrees that, if River City Bank collects upon its Credit Guaranty from the County of Monterey, each City, within thirty (30) days of receipt of notice of City's Monetary Obligation, shall reimburse the County by depositing funds equivalent to the City's Monetary Obligation with the County.
5. As a means of securing payment of each City's Monetary Obligation, each City hereby authorizes the County to withhold each City's Monetary Obligation from property taxes collected on behalf of each City in the event and to the extent that reimbursement has not been paid by that City pursuant to Paragraph 4 of this Agreement. Following written notice to the City of the City's Monetary Obligation, and after property taxes are collected but prior to distribution to the various agencies, the County will deduct the City's Monetary Obligation before distribution of property taxes. This deduction shall occur no sooner than 31 days after notification by the County to the City and shall continue until paid in full. No fees will be charged by the County for administrative services relating thereto.
6. This Agreement shall take effect upon execution by the County and all of the Cities. This Agreement shall remain in effect until terminated in writing by the County. The County shall terminate this Agreement when both following events have occurred: A) the Credit Guaranty to River City Bank has been terminated and is no longer in effect and the County has been released from all obligations thereunder; and B) all amounts due from the Cities to the County under this Agreement, if any, have been collected by the County.

7. Notices required under this Agreement shall be delivered to the addresses listed below. Delivery of notice shall be by personal delivery or by certified mail or other mail delivery service that enables tracking and acknowledgement of receipt. E-mail may be used for informal communications. Each Party shall provide prompt written notification to the other Parties of any change to the contact information and address listed below.

For County:

Lew Bauman
County Administrative Officer
168 West Alisal Street, 3d floor
Salinas, CA 93901
Phone: (831) 755-5113

For City of Carmel-by-the-Sea:

Chip Rerig
City Administrator
P.O. Box CC
Carmel-by-the-Sea, CA 93921
Phone: (831) 620-2000

For City of Gonzalez:

Rene L. Mendez
City Manager
P.O. Box 647
Gonzales, CA, 93926
Phone: (831) 675-5000

For City of Greenfield:

Jaime Fontes
City Manager
City of Greenfield
P.O. Box 127
Greenfield, CA 93927
Phone: (831) 674-5591

For City of Marina:

Layne Long
City Manager
211 Hillcrest Ave
Marina, CA 93933
Phone: (831) 884-1281

For City of Monterey:

Mike McCarthy
City Manager
580 Pacific Street
Monterey, CA 93940
Phone: (831) 646-3799

For City of Pacific Grove:

Ben Harvey
City Manager
300 Forest Ave. 2nd Floor
Pacific Grove, CA 93950
Phone: (831) 648-3106

For City of Salinas:

Ray Corpuz
City Manager
200 Lincoln Ave
Salinas, CA 93901
Phone: (831) 758-7201

For City of Sand City:

Todd Bodem
City Administrator
1 Sylvan Park
Sand City, CA 93955
Phone: (831) 394-3054 x212

For City of Seaside:

Craig Malin
City Manager
440 Harcourt Avenue
Seaside, CA 93955
Phone: (831) 899-6701

For City of Soledad:

Michael McHatten
City Manager
248 Main St.
P.O. Box 156
Soledad, CA 93960

Phone: (831) 223-5016

8. This Agreement may be amended or modified only by an instrument in writing signed by all of the Parties.
9. The Parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
10. Time is of the essence in each and all of the provisions of this Agreement.
11. The County and Cities agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
12. Any individual executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
13. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A	MBCP members
Exhibit B	Form of Credit Guaranty
Exhibit C	Credit Support Table
14. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the portions of this Agreement not held to be unconstitutional or invalid.
15. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the County and each of the Cities have caused this Agreement to be executed by their duly-authorized representative as of the day and year written below.

COUNTY OF MONTEREY

Chairperson of the Board of Supervisors

Date

APPROVED AS TO FORM:

Office of the County Counsel

Date

CITY OF CARMEL-BY-THE-SEA

Mayor Steve Dallas

Date

CITY OF GONZALES

Mayor Maria Orozco

Date

CITY OF GREENFIELD

Mayor John P. Huerta, Jr.

Date

CITY OF MARINA

Mayor Bruce Delgado

Date

CITY OF MONTEREY

Mayor Clyde Roberson

Date

CITY OF PACIFIC GROVE

Mayor Bill Kampe

Date

CITY OF SALINAS

Mayor Joe Gunter

Date

CITY OF SAND CITY

Mayor Mary Ann Carbone

Date

CITY OF SEASIDE

Mayor Ralph Rubio

Date

CITY OF SOLEDAD

Mayor Fred Ledesma

Date

Exhibit A
MBCP Members

County of Santa Cruz

City of Santa Cruz

City of Watsonville

City of Capitola

City of Scotts Valley

County of Monterey

City of Salinas

City of Monterey

City of Pacific Grove

City of Carmel

City of Seaside

City of Marina

City of Sand City

City of Soledad

City of Greenfield

City of Gonzales

County of San Benito

City of Hollister

City of San Juan Bautista

EXHIBIT B
NON-REVOLVING CREDIT GUARANTY

This NON-REVOLVING CREDIT GUARANTY is made effective as of _____ ("Guaranty") by the County of [] (the "Non-Revolving Credit Guarantor") in favor and for the benefit of Lender under the Credit Agreement (each as hereinafter defined).

RECITALS

A. Pursuant to a certain credit agreement dated as of [] (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof in effect, the "Credit Agreement") by and between Monterey Bay Community Power ("Borrower") and River City Bank ("Lender"), Lender has agreed to make certain Advances to Borrower. Capitalized terms not defined herein have the meanings ascribed to them in the Credit Agreement.

B. It is a requirement under Section 8.2 (a) of the Credit Agreement that the Non-Revolving Credit Guarantor shall execute and deliver a Guaranty and that this Guaranty shall be in full force and effect.

C. This Guaranty is given by the Non-Revolving Credit Guarantor in favor of Lender to guaranty all of the Obligations of Borrower under the Non-Revolving Credit in accordance with the terms of the Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Non-Revolving Credit Guarantor hereby agrees as follows:

I. Guaranty. (a) To induce Lender to make the Advances upon the terms and conditions set forth in the Credit Agreement, and in consideration thereof, the Non-Revolving Credit Guarantor hereby unconditionally and irrevocably severally (based on Non-Revolving Credit Guarantor's percentage responsibility set forth on **Exhibit A** attached hereto (each a "Guarantor's Share")) (i) guarantees to Lender and its successors, transferees and assigns, the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) and at all times thereafter of the Obligations of Borrower (including amounts which would become due but for the operation of the automatic stay under Section 362(a) of the United States Federal Bankruptcy Code of 1978, as amended, or any state bankruptcy statute) under the Non-Revolving Credit; and (ii) agrees to pay any and all reasonable expenses (including reasonable attorneys' fees and disbursements and expert witnesses' fees and disbursements) which may be paid or incurred by Lender in enforcing any rights with respect to, or collecting, any or all of the Obligations under the Non-Revolving Credit and/or enforcing any rights with respect to, or collecting against, Non-Revolving Credit Guarantor under this Guaranty (collectively, the "Guaranteed Obligations").

(b) Non-Revolver Credit Guarantor agrees that this Guaranty constitutes a guaranty of payment when due and not of collection and waives any right to require that any resort be had by Lender to any security held for payment of any of the Guaranteed Obligations or to any balance of any deposit account or credit on the books of Lender in favor of Borrower or any other Person.

(c) No payment or payments made by Borrower or any other Person or received or collected by Lender from any other Person by virtue of any action or proceeding or any set off or appropriation or application at any time or from time to time in reduction of or in payment of the Guaranteed Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of Non-Revolver Credit Guarantor hereunder which shall, notwithstanding any such payment or payments other than payments made to Lender by a Non-Revolver Credit Guarantor or payments received or collected by Lender from a Non-Revolver Credit Guarantor, remain liable for Guarantor's Share of the Guaranteed Obligations until the Guaranteed Obligations are indefeasibly paid in full in cash or cash equivalents.

(d) Non-Revolver Credit Guarantor understands, agrees and confirms that this is a guaranty of payment when due and not of collection and that Lender may, from time to time, enforce this Guaranty up to the full amount of Guarantor's Share of the Guaranteed Obligations owed to Lender without proceeding against any other Person, against any security for the Guaranteed Obligations, against any other guarantor or under any other guaranty covering the Guaranteed Obligations.

2. Waiver by Non-Revolver Credit Guarantor. Until the payment and satisfaction in full of all Guaranteed Obligations and the expiration or termination of any commitment to lend by Lender under the Credit Agreement, Non-Revolver Credit Guarantor hereby waives absolutely and irrevocably any claim which it may have against Borrower or any or its respective Affiliates by reason of any payment to Lender, or to any other Person pursuant to or in respect of this Guaranty, including any claims by way of subrogation, contribution, reimbursement, indemnity or otherwise.

Non-Revolver Credit Guarantor further agrees that Non-Revolver Credit Guarantor's liability as guarantor shall not be impaired or affected by any renewals or extensions which may be made from time to time, with or without the knowledge or consent of Non-Revolver Credit Guarantor of the time for payment of interest or principal under the Credit Agreement or by any forbearance or delay in collecting interest or principal under the Credit Agreement, or by any waiver by Lender under the Credit Agreement or any other Loan Documents, or by Lender's failure or election not to pursue any other remedies it may have against Borrower or Non-Revolver Credit Guarantor, or by any change or modification in the Credit Agreement or any other Loan Document, or by the acceptance by Lender of any additional security or any increase, substitution or change therein, or by the release by Lender of any security or any withdrawal thereof or decrease therein, except that payment in full of the indebtedness shall automatically release Non-Revolver Credit Guarantor of its obligations under this Guaranty, or by the application of payments received from any source to the payment of any obligation other than the indebtedness even though Lender might lawfully have elected to

apply such

payments to any part or all of the indebtedness (in which case Non-Revolver Credit Guarantor will be automatically released), or by the failure or invalidity of, or any defect in, the Credit Agreement, or by any legal disability or other defense of Borrower, or by the cessation, limitation or termination from any cause whatsoever of any of the Obligations under the Credit Agreement, except upon payment in full of the indebtedness (in which case Non-Revolver Credit Guarantor will be automatically released), or by the application by Borrower of the proceeds of the Advances for purposes other than the purposes represented by Borrower to Lender or intended or understood by Lender or Non-Revolver Credit Guarantor, it being the intent hereof that Non-Revolver Credit Guarantor shall remain liable for its ratable share of obligations hereunder to the extent of Guarantor's obligations provided herein, notwithstanding any act or thing which might otherwise operate as a legal or equitable discharge of a surety. Non-Revolver Credit Guarantor hereby waives any and all rights or defenses based on, and understands and agrees that Non-Revolver Credit Guarantor's liability as guarantor shall not be impaired or affected by, an election of remedies by Lender, even though that election of remedies, such as a non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Non-Revolver Credit Guarantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or otherwise, or the foreclosure of any of the security for the Advances, including without limitation the security described in any Security Agreement, or Non-Revolver Credit Guarantor's right to a fair value hearing under Section 580a of the California Code of Civil Procedure, it being intended that this Guaranty shall survive the realization upon any of the security for the Advances, including without limitation the security described in the Security Agreement, including without limitation non-judicial foreclosure, where applicable, and notwithstanding any defense, right, or claim that any such foreclosure satisfied the obligations secured thereby. Non-Revolver Credit Guarantor agrees that the payment of all sums payable under the Credit Agreement or any of the other Loan Documents or any part thereof or other act which tolls any statute of limitations applicable to the Credit Agreement or the other Loan Documents shall similarly operate to toll the statute of limitations applicable to Non-Revolver Credit Guarantor's liability hereunder. Without limiting the generality of the foregoing or any other provision hereof, Non-Revolver Credit Guarantor expressly waives to the extent permitted by law any and all rights and defenses that Non-Revolver Credit Guarantor may have if Borrower's debt is secured by real property. This means, among other things: (1) Lender may collect from a Non-Revolver Credit Guarantor without first foreclosing on any security for the Advances (whether such security is real or personal property) pledged by Borrower; and (2) if Lender forecloses on any real property security pledged by Borrower (including without limitation the real property described in a Deed of Trust), (A) the amount of the Indebtedness may be reduced only by the price for which that security is sold at the foreclosure sale, even if the security is worth more than the sale price, and (B) Lender may collect from Non-Revolver Credit Guarantor even if Lender, by foreclosing on the real property security, has destroyed any right Non-Revolver Credit Guarantor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Non-Revolver Credit Guarantor may have if Borrower's debt is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure, and/or Sections 2787 to 2855, inclusive, 2899 and 3433 of the California Civil Code, or any of such sections. Non-Revolver Credit Guarantor further understands and agrees that Lender may at any time enter into agreements with Borrower to amend and modify the Credit Agreement, Loan Agreement, Security Agreement

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or other Loan Documents, and may waive or release any provision or provisions of the Credit Agreement, Loan Agreement, Security Agreement and other Loan Documents or any thereof, and, with reference to such instruments, may make and enter into any such agreement or agreements as Lender and Borrower may deem proper and desirable, without in any manner impairing or affecting this Guaranty or any of Lender's rights hereunder or Non-Revolution Credit Guarantor's obligations hereunder.

3. Consent by Non-Revolution Credit Guarantor. Non-Revolution Credit Guarantor hereby consents and agrees that, without the necessity of any reservation of rights against Non-Revolution Credit Guarantor and without notice to or further assent by Non-Revolution Credit Guarantor, any demand for payment of any of the Guaranteed Obligations made by Lender may be rescinded by Lender and any of the Guaranteed Obligations continued, and the Guaranteed Obligations, or the liability of any other party upon or for any part thereof, or any collateral security or guaranty therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by Lender; and the Credit Agreement or other guaranty or documents in connection therewith, or any of them, may be amended, modified, supplemented or terminated, in whole or in part, as Lender may deem advisable from time to time; and any guaranty or right of offset may be sold, exchanged, waived, surrendered or released, all without the necessity of any reservation of rights against Non-Revolution Credit Guarantor and without notice to or further assent by Non-Revolution Credit Guarantor, which will remain bound hereunder, notwithstanding any such renewal, extension, modification, acceleration, compromise, amendment, supplement, termination, sale, exchange, waiver, surrender or release. Lender shall have no obligation to protect, secure, perfect or insure any property at any time held as security for the Guaranteed Obligations. When making any demand hereunder against Non-Revolution Credit Guarantor, Lender may, but shall be under no obligation to, make a similar demand on Borrower, any other Person who at any time guarantees or pledges any assets to secure the Guaranteed Obligations, or any one or more of them (a "Credit Party") or any such other guarantor, and any failure by Lender to make any such demand or to collect any payments from such other Credit Party or any such other guarantor or any release of such other Credit Party or any such other guarantor or of Non-Revolution Credit Guarantor's obligations or liabilities hereunder shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of Lender against Non-Revolution Credit Guarantor hereunder. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

4. Waivers; Successors and Assigns. Non-Revolution Credit Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by Lender upon this Guaranty or acceptance of this Guaranty, and the Guaranteed Obligations shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guaranty, and all dealings between Non-Revolution Credit Guarantor and any other Credit Party, on the one hand, and Lender, on the other hand, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guaranty. Non-Revolution Credit Guarantor waives diligence, presentment, protest, demand for payment and notice of default or non-payment to or upon any Credit Party or Non-Revolution Credit Guarantor with respect to the Guaranteed Obligations. This Guaranty shall be construed as a continuing, absolute and unconditional guaranty of payment without regard to the validity, regularity or enforceability of the Credit Agreement, the other

Loan Documents, any of the Guaranteed Obligations or any guaranty therefor or right of offset with respect thereto at any time or from time to time held by Lender and without regard to any defense (other than the defense of payment), set-off or counterclaim which may at any time be available to or be asserted by any Credit Party against Lender, or by any other circumstance whatsoever (with or without notice to or knowledge of Non-Revolver Credit Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Guaranteed Obligations, or of Non-Revolver Credit Guarantor under this Guaranty, in bankruptcy or in any other instance, and the obligations and liabilities of Non-Revolver Credit Guarantor hereunder shall not be conditioned or contingent upon the pursuit by Lender or any other Person at any time of any right or remedy against any Credit Party or against any other Person which may be or become liable in respect of all or any part or the Guaranteed Obligations or against any collateral security or Guaranty therefor or right of offset with respect thereto. This Guaranty shall be a primary obligation of Non-Revolver Credit Guarantor to secure the payment of the Guaranteed Obligations and Lender shall have no obligation whatsoever to seek payment of the Guaranteed Obligations from Borrower in the event an Event of Default has occurred and is continuing. This Guaranty shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon Non-Revolver Credit Guarantor and the successors and assigns thereof, and shall inure to the benefit of Lender, and their respective successors, transferees and assigns (including each holder from time to time of Guaranteed Obligations), until all of the Guaranteed Obligations and the obligations of Non-Revolver Credit Guarantor under this Guaranty shall have been satisfied by indefeasible payment in full in cash or cash equivalents, notwithstanding that from time to time during the term of the Credit Agreement any Credit Party may be released from all of its Guaranteed Obligations thereunder.

5. Effectiveness; Reinstatement. This Guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Credit Party, or upon or as a result of the appointment of a receiver, intervenor or conservator of; or trustee or similar officer for, any Credit Party or any substantial part of its property, or otherwise, all as though such payments had not been made.

6. Payments of Guaranteed Obligations. Non-Revolver Credit Guarantor hereby guarantees that its Guarantor's Share of the Guaranteed Obligations will be paid for the benefit of Lender without set-off or counterclaim in lawful currency of the United States of America at the office of Lender located at 2485 Natomas Park Drive, Sacramento, California 95833. Non-Revolver Credit Guarantor shall make any payments required hereunder within thirty (30) calendar days of receipt of written notice thereof from Lender; provided, however, that such written notice may only be sent after the occurrence and during the continuation of an Event of Default and provided, further, however, that the failure of Lender to give such notice shall not affect Non-Revolver Credit Guarantor's obligations hereunder.

7. Representations and Warranties. To induce Lender to enter into the Credit Agreement and to make the Advances thereunder, Non-Revolver Credit Guarantor represents and warrants to Lender that, as to Non-Revolver Credit Guarantor, the following statements are true, correct and complete on and as of the date hereof:

(a) Organization and Qualification; Authority; Consents. Non-Revolving Credit Guarantor is a City or County duly organized, validly existing under and operating pursuant to the laws of the State of California, has full and adequate power to own its Property and conduct its

business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the Property owned or leased by it requires such licensing or qualifying unless the failure to be so licensed or qualified would not have a material adverse effect on its business, operations or assets. Non- Revolving Credit Guarantor has full right and authority to enter into this Guaranty and to perform each and all of the matters and things herein provided for; and this Guaranty does not, nor does the performance or observance by Non-Revolving Credit Guarantor of any of the matters or things herein or therein provided for, contravene any provision of law or any organizational document of Non-Revolving Credit Guarantor or any covenant, indenture or agreement of or affecting Non-Revolving Credit Guarantor or any of its Properties. The execution, delivery, performance and observance by Non-Revolving Credit Guarantor of this Guaranty and any other instruments and documents executed by Non-Revolving Credit Guarantor in connection with this Guaranty do not and, at the time of delivery hereof, will not require any consent or approval of any other Person, other than such consents and approvals that have been given or obtained.

(b) Legal Effect. This Guaranty constitutes a legal, valid and binding agreement of Non-Revolving Credit Guarantor, enforceable in accordance with its terms, subject to laws relating to bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the application of equitable remedies if equitable remedies are sought.

(c) Litigation. There is no litigation or governmental proceeding pending, nor to the knowledge of Non-Revolving Credit Guarantor threatened in writing, against Non-Revolving Credit Guarantor which if adversely determined would result in any material adverse change in the financial condition, Properties, business or operations of Non-Revolving Credit Guarantor.

(d) Compliance with Laws. Non-Revolving Credit Guarantor is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to its Properties or business operations (including, without limitation, laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes and substances), non-compliance with which could have a material adverse effect on the financial condition, Properties, business or operations of Non-Revolving Credit Guarantor.

Non-Revolving Credit Guarantor has not received notice to the effect that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental, health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, Properties, business or operations of Non-Revolving Credit Guarantor.

(e) Other Agreements. Non-Revolver Credit Guarantor is not in default under the terms of any covenant, indenture or agreement of or affecting Non-Revolver Credit Guarantor or any of its Properties, which default if uncured would have a material adverse effect on the financial condition, Properties, business or operations of Non-Revolver Credit Guarantor.

8. Covenants. Non-Revolver Credit Guarantor agrees that so long as any credit is available to or in use by Borrower under the Credit Agreement, except to the extent compliance in any case or cases is waived in writing by Lender :

(a) Financial Reports. Non-Revolver Credit Guarantor shall maintain a standard system of accounting in accordance with GAAP and shall furnish to Lender and its duly authorized representatives any publicly available information respecting the business and financial condition of Non-Revolver Credit Guarantor as Lender may reasonably request.

(b) Compliance with Laws. Non-Revolver Credit Guarantor shall comply in all respects with the requirements of all laws, rules, regulations, ordinances and orders applicable to or pertaining to its Properties or business operations, non-compliance with which could have a material adverse effect on the financial condition, Properties, business or operations of Non-Revolver Credit Guarantor or could result in a Lien upon any of its Property.

(c) Notices of Claims and Litigation. Non-Revolver Credit Guarantor shall promptly inform Lender in writing of (1) all material adverse changes in Non-Revolver Credit Guarantor's financial condition and (2) all existing litigation and all written threats of litigation, claims, investigations, administrative proceedings or similar actions affecting Non-Revolver Credit Guarantor which could materially affect the financial condition of Non-Revolver Credit Guarantor.

9. Expenses. If: (a) this Guaranty is placed in the hands of an attorney for collection or is collected through any legal proceeding; (b) an attorney is retained to represent Lender in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Guaranty; or (c) an attorney is retained to represent Lender in any proceedings whatsoever in connection with this Guaranty and Lender prevails in any such proceedings, then Non-Revolver Credit Guarantor shall pay to Lender (as the case may be) upon demand Non-Revolver Credit Guarantor's Share of all reasonable attorney's fees, costs and expenses incurred in connection therewith (all of which are referred to herein as "*Enforcement Costs*"), in addition to all other amounts due hereunder, regardless of whether all or a portion of such Enforcement Costs are incurred in a single proceeding brought to enforce this Guaranty as well as the other Loan Documents.

10. No Waiver. No failure to exercise and no delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other power or right. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

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11. Notices. All notices, demands, instructions or other communications required or permitted to be given to or made upon any party hereto shall be given in accordance with the provisions of the Credit Agreement and at the address set forth therein or as provided on the signature page hereof.

12. Amendments, Waivers, etc. No provision of this Guaranty shall be waived, amended, terminated or supplemented except by a written instrument executed by Non-Revolving Credit Guarantor and Lender.

13. GOVERNING LAW. THIS GUARANTY SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

14. CONSENT TO JURISDICTION AND SERVICE OF PROCESS. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST NON-REVOLVING CREDIT GUARANTOR WITH RESPECT TO THIS GUARANTY AGREEMENT SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COUNTY OF SACRAMENTO, CALIFORNIA, AND BY EXECUTION AND DELIVERY OF THIS GUARANTY AGREEMENT NON-REVOLVING CREDIT GUARANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

15. Counterparts. This Guaranty and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[remainder of page intentionally left blank]

County of [

By: _____

Is: _____

EXHIBIT A

GUARANTOR'S SHARE

<u>Guarantor</u>	<u>Guarantor's Share of the Obligations</u>
County of Santa Cruz	36.36%
County of Monterey	45.46%
Total	81.82%

Exhibit C

Credit Support Table

Proposed Monterey Bay Community Power Credit Allocation by Jurisdiction				
		Seats on Board	Credit Support	
			Percentage	Amount
<u>Santa Cruz County</u>				
1	County of Santa Cruz	1.00	9.09%	\$ 272,727
2	City of Santa Cruz	1.00	9.09%	272,727
3	Watsonville	1.00	9.09%	272,727
	Santa Cruz Cities Rotating			
4	Capitola	0.50	4.55%	136,364
5	Scotts Valley	<u>0.50</u>	<u>4.55%</u>	<u>136,364</u>
	<i>Subtotal - Santa Cruz County</i>	<i>4.00</i>	<i>36.36%</i>	<i>\$ 1,090,909</i>
<u>Monterey County</u>				
6	County of Monterey	1.00	9.09%	\$ 272,727
7	Salinas	1.00	9.09%	272,727
	Monterey Coastal Cities Rotating			
8	Marina	0.33	3.03%	90,909
9	Seaside	0.33	3.03%	90,909
10	Sand City	0.33	3.03%	90,909
	Monterey Peninsula Cities Rotating			
11	Pacific Grove	0.33	3.03%	90,909
12	Carmel	0.33	3.03%	90,909
13	City of Monterey	0.33	3.03%	90,909
	Salinas Valley Rotating			
14	Greenfield	0.33	3.03%	90,909
15	Soledad	0.33	3.03%	90,909
16	Gonzales	<u>0.33</u>	<u>3.03%</u>	<u>90,909</u>
	<i>Subtotal - Monterey County</i>	<i>5.00</i>	<i>45.45%</i>	<i>\$ 1,363,636</i>
<u>San Benito County</u>				
17	County of San Benito	1.00	9.09%	\$ 272,727
	San Benito Cities Rotating			
18	Hollister	0.50	4.55%	136,364
19	San Juan Bautista	<u>0.50</u>	<u>4.55%</u>	<u>136,364</u>
	<i>Subtotal - San Benito County</i>	<i><u>2.00</u></i>	<i><u>18.18%</u></i>	<i><u>\$ 545,455</u></i>
	Total	11.00	100.00%	\$ 3,000,000