



AMENDED AGENDA

CITY OF SEASIDE
CITY COUNCIL/SUCCESSOR
AGENCY TO REDEVELOPMENT
AGENCY OF THE CITY OF SEASIDE

JOINT SPECIAL MEETING
Council Chamber
440 Harcourt Avenue
Thursday, November 16, 2017
5:30 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. **CALL TO ORDER**

Ralph Rubio	Mayor/Chair
Dennis Alexander	Mayor Pro Tem/Vice Chair
Jason Campbell	Council/Agency Member
David R. Pacheco	Council/Agency Member
Kayla Jones	Council/Agency Member

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENT**

Members of the public wishing to address the Council/Board 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.

4. **CLOSED SESSION**

A. **PURSUANT TO GOVERNMENT CODE 54957.7 -PUBLIC EMPLOYEE
PERFORMANCE EVALUATION**

PURPOSE:

1. Position Title: City Attorney

B. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO
GOVERNMENT CODE SECTION 54956.8:**

Properties Under Discussion: Seaside Resort Development: 1 McClure Way
Negotiator for the City: Craig Malin, City Manager.
Under Negotiation: Price, Terms of Payment or both.

C. **CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - EXISTING
LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9**

1. Keep Fort Ord Wild VS. City of Seaside Case Number 16Cv003795
2. LandWatch Monterey County VS. City of Seaside (Real Party: Monterey Downs, LLC) Case Number 16CV003793

D. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (2) (d) - ANTICIPATED LITIGATION

Conference with legal counsel regarding significant exposure to litigation (one potential case).

5. CONSENT AGENDA

A. APPROVE MINUTES OF NOVEMBER 2, 2017 JOINT SPECIAL MEETING

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

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE: It is requested that the Agency Board approve and file the accounts payable and wired payments made during the period of October 21, 2017 through November 3, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of October 26, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$413.66.

RECOMMENDATION: That the Checks be accepted and filed.

C. AUTHORIZATION FOR THE RETAIL SALE OF CHRISTMAS TREES BY HOME DEPOT ON A PORTION OF THE LAGUNA GRANDE SHOPPING CENTER PARKING LOT OWNED BY THE PARKING AUTHORITY.

PURPOSE: Approval of a request from Home Depot to use a portion of the Parking Authority-owned parking lot adjacent to the Home Depot Garden Center for its seasonal sales of Christmas Trees during the month of November and December 2017.

RECOMMENDATION: It is recommended that the City Council and Parking Authority Board approve this request and authorize the Executive Director of the Parking Authority to execute a License Agreement (Attachment 1) with Home Depot to authorize the use of Parking Authority-owned property for a "Christmas Tree" seasonal sales lot.

6. STUDY SESSION

A. RECEIVE A PRESENTATION ON THE PROGRESS OF THE OAK WOODLAND CONSERVATION PLAN (OWCP) PROJECT ON FORMER FORT ORD AND DISCUSS CONCEPTS FOR THE NEXT PUBLIC WORKSHOP.

PURPOSE: Receive a presentation on the progress of the Oak Woodland Conservation Plan (OWCP) project on former Fort Ord and discuss concepts for the next public workshop.

RECOMMENDATION: It is recommended that the City Council receive the presentation on the progress of the OWCP and discuss concepts for the next public workshop. Ultimately, one concept will be used to prepare the OWCP Management and Monitoring Plans (MMPs).

7. ADJOURNMENT

Next Regularly Scheduled Meeting:
December 7, 2017
Seaside City Hall
5:30 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/ SUCCESSOR
AGENCY TO THE
REDEVELOPMENT AGENCY

JOINT SPECIAL MEETING
COUNCIL CHAMBER
Thursday, November 2, 2017
5:00 PM

1. **CALL TO ORDER**

Mayor Pro Tem Alexander called the meeting to order at 5:00 PM.

**CITY COUNCIL/SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY OF
THE CITY OF SEASIDE**

PRESENT: Alexander, Campbell, Jones, Pacheco

ABSENT: Rubio

2. **PLEDGE OF ALLEGIANCE**

Council Member Campbell led the Pledge of Allegiance.

3. **PUBLIC COMMENT**

4. **CLOSED SESSION**

The City Council adjourned to Closed Session at 5:03 PM. There were no requests to speak on any of the Closed Session items.

A. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO
GOVERNMENT CODE SECTION 54956.8:**

B. **PURSUANT TO GOVERNMENT CODE 54957.7 -PUBLIC EMPLOYEE
PERFORMANCE EVALUATION**

C. **CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - EXISTING
LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9**

5. **CONSENT AGENDA**

The City Council reconvened the meeting at 6:00 PM. There were no announcements for the public. Mayor Rubio joined the meeting during closed session.

On motion by Council Member Alexander, seconded by Council Member Campbell and passed by the following vote the City Council approved the consent agenda as presented.

RESULT: **Approved**

MOVER: Mayor Pro Tem Dennis Alexander

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

A. APPROVE MINUTES FROM OCTOBER 21, 2017 MEETING

Action: Approved

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

Action: Approved

6. STUDY SESSION

A. CONDUCT A STUDY SESSION REGARDING THE PURCHASE OF BODY WORN CAMERAS FOR THE POLICE DEPARTMENT FOR COMPATIBLE USE WITH A CLOUD DATA MANGEMENT AND STORAGE SOLUTION EVIDENCE.COM

Acting Police Chief Veloz explained this item was a continuation of a prior study session and was supported by Commander Borges. The intent of the Body Worn Cameras (BWC) is to increase transparency and improve community trust. At the previous study sessions, there questions on data storage and the applicable policy. The policy will provide guidelines on the use, and activation of the cameras and includes a staff coordinator assigned to maintain the BWC and storage. Mrs. Veloz reported that the Seaside Police Officer's Association understands and agrees with the policy as presented. As it relates to Axon, she explained they are the single largest vendor of BWC cameras in the US, and that Evidence .com is a cloud based system for storage of the videos. The agreement will confirm that there is no data mining of Seaside data and there will be unlimited storage at no cost. Staff answered questions from the Council.

Council Member Campbell requested the City Attorney confirm that the contract makes clear no amount of data can be used by Axon for any purpose to which Mr. Freeman confirmed.

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

This item was for questions and answers and the Council agreed that they were satisfied and requested to move the item forward for action on the next agenda.

7. ADJOURNMENT

On motion, the meeting was adjourned at 6:35 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor/Chair



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.B.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Craig Malin, City Manager

BY: Lori Merwin, Finance Assistant
Daphne Hodgson, Deputy City Manager Administrative Services

DATE: November 16, 2017

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

PURPOSE

It is requested that the Agency Board approve and file the accounts payable and wired payments made during the period of October 21, 2017 through November 3, 2017. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of October 26, 2017 is requested. Total Accounts Payable and Payroll for the above referenced period is \$413.66.

RECOMMENDATION

That the Checks be accepted and filed.

BACKGROUND

In accordance with Government Code Section 37208, at each Agency Board meeting the Board 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 Agency Board for inspection and confirmation.

A description of the checks and wires exceeding \$10,000.00 is as follows:

There were no checks or wires exceeding \$10,000.00 for the period covering October 21, 2017

through November 3, 2017.

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

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

FISCAL IMPACT

Not at this time.

ATTACHMENTS

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Medina, Senior Planner

DATE: November 16, 2017

SUBJECT: AUTHORIZATION FOR THE RETAIL SALE OF CHRISTMAS TREES BY HOME DEPOT ON A PORTION OF THE LAGUNA GRANDE SHOPPING CENTER PARKING LOT OWNED BY THE PARKING AUTHORITY.

PURPOSE

Approval of a request from Home Depot to use a portion of the Parking Authority-owned parking lot adjacent to the Home Depot Garden Center for its seasonal sales of Christmas Trees during the month of November and December 2017.

RECOMMENDATION

It is recommended that the City Council and Parking Authority Board approve this request and authorize the Executive Director of the Parking Authority to execute a License Agreement (Attachment 1) with Home Depot to authorize the use of Parking Authority-owned property for a "Christmas Tree" seasonal sales lot.

BACKGROUND

Home Depot requests approval for a seasonal sales lot for the retail sale of Christmas trees from November 21, 2017 through December 29, 2017 on a portion of the parking lot; a portion of which is owned by the Parking Authority as shown on Attachment 2. Site plan of the Christmas tree sales area is provided as Attachment 3. Set-up and breakdown of the event would occur between November 21 and November 23, 2017 and December 26 and December 29, 2017, respectively. The sales lot will be closed and re-established as a parking lot upon sale of all trees but in no event later than January 2, 2018. Any remaining unsold trees will be recycled and all ancillary equipment and trash will be disposed of by the operators of the sales lot.

Annually, since 2002, the Parking Authority has authorized Home Depot to sell Christmas trees at this location. The City has not received any complaints regarding this activity at the proposed

location in past years. In total, sixteen (16) parking spaces adjacent to the Garden Center would be used for the sales and storage of Christmas trees.

Additionally, three existing standard parking spaces would be used for interim accessible parking stalls to replace the three existing accessible parking stalls that are located within the proposed Christmas Tree sales area.

The sale hours are consistent with Home Depot's hours of operation: 6 AM to 10 PM daily. Prior to receiving a Certificate of Occupancy to begin selling Christmas trees, Home Depot would be responsible for providing the required Certificate of Insurance naming the City of Seaside as additional insured for \$2,000,000.00 per occurrence and \$4,000,000.00 as an aggregate minimum.

FISCAL IMPACT

There is no anticipated fiscal impact to the Parking Authority associated with this License Agreement.

ATTACHMENTS

1. Attachment 1 - License Agreement 1
 2. Attachment 2 - Location Map
 3. Attachment 3 - Site Plan
 4. Attachment 4 - Site Photographs
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

LICENSE AGREEMENT

THIS AGREEMENT is entered into this 16th day of November, 2017, by and between the **PARKING AUTHORITY OF THE CITY OF SEASIDE**, a municipal corporation, hereinafter referred to as "Parking Authority," and **CITY OF SEASIDE**, hereinafter referred to as "City," and **HOME DEPOT**, hereinafter referred to as "Tenant."

1. PREMISES

The Parking Authority and City authorizes the Tenant to use the land known as Assessor's Parcel Number 011-561-013, shown on the attached site plan and located within the Laguna Grande Shopping Center adjacent to the Home Depot property at 1590 Canyon Del Rey Boulevard.

2. TERM OF AGREEMENT

The parties hereto agree that the Tenant shall have exclusive use of the premises herein described from November 21, 2017 to December 29, 2017 with retail sales activity limited to the period from November 24, 2017 to December 25, 2017.

3. INSURANCE

The Tenant shall procure and maintain, at its own cost and expense, an insurance policy acceptable to the Parking Authority and City, naming Parking Authority and the City as insured thereunder, in the minimum amount of two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) as an aggregate, insuring the Tenant and Parking Authority and the City against any and all liabilities arising from the use of the premises as set forth in this Agreement. The Tenant shall provide the Parking Authority and City with a certificate of insurance reflecting the terms of this Paragraph. The Tenant shall maintain said insurance in full force and effect throughout the entire term of this Agreement.

4. INDEMNITY

In consideration of the License Agreement issued by the Parking Authority and the City to allow the tenant to use a portion of the Laguna Grand Shopping Center Parking Lot owned by the Parking Authority for the sales of Christmas Trees, the tenant hereby agrees to defend, indemnify, and hold harmless the Parking Authority, the City, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees from every cause, including but not limited to injury to person(s) or property or wrongful death arising directly or indirectly out of any act or omission of the tenant or its agents, officers, and employees or volunteers resulting or alleged to have resulted, directly or indirectly, wholly or partially, from the tenant's aforementioned use of the property. In addition, the tenant agrees to waive subrogation rights for any Workers' Compensation related injuries. The Parking Authority and the City make no warranty as to the suitability of the

property for the aforementioned use of the property. Therefore, the tenant has a duty to inspect the site for potential hazards; correct any hazards discovered and warn participants of any potential for hazards.

5. CONDITIONS OF RENTAL

Rental of said premise is subject to the following terms and conditions:

- (a) Approval of a Limited Term Permit by the Zoning Administrator is required prior to the set-up, delivery and/or sale of Christmas trees.
- (b) Christmas tree delivery and sales shall be set-up and occur in a manner consistent with the site plan received by the City of Seaside Resource Management Department – Planning Division on November 8, 2017.
- (c) All temporary signs, banners, fencing and other materials used in connection with the Christmas tree sales are required to comply with City regulations. All temporary signs shall first receive approval by the Seaside Planning Division for the installation of a temporary sign.
- (d) Any and all tents used in conjunction with this use shall be fire-rated to the satisfaction of the City's Fire Department.
- (e) The existing fire exit on the east side of the Home Depot building shall be labeled as "Fire Exit, Do Not Block" and shall provide unimpeded access from the fire exit to beyond the designated sales area.
- (f) All main travel lanes as shown on the approved site plan must be clear to allow through traffic through the parking lot.
- (g) The subject property shall be cleared of all litter and Christmas tree refuse materials at least once a day throughout the approved event. The subject property shall be completely cleared of litter and ancillary equipment at the end of the event.
- (h) The applicant shall be responsible for preventing any debris associated with pine needles and sawdust from tree trimming and the loading and unloading of Christmas trees into vehicles from entering the City's storm drain system.
- (i) In the event the site is not cleared of litter and debris as required, the City Public Works staff will notify the applicant of noncompliance; if the applicant fails to remove the litter and debris in accordance with the deadlines specified in the notice of noncompliance, the City will complete the required maintenance and the Tenant will be responsible for all costs that would include City staff time and materials required for abatement.

- (j) The tenant shall provide temporary fencing to protect the existing planter islands from damage. The fencing is required to be installed prior to delivery or sales activities; temporary fencing is required to be removed upon cessation of tree sales, or no later than January 2, 2018, which ever occurs first.
- (k) The tenant shall schedule inspection with the City of Seaside Resource Management Services Department showing the placement of the proposed temporary fencing prior to installing the fence.
- (l) The temporary fencing shall not damage any City facilities or paving. The tenant shall obtain a City Encroachment Permit from the Public Works Department - Engineering Division prior to installation of any fencing that encroaches into the public right-of-way.
- (m) The tenant shall install reflectors on 5-foot centers, 3 feet above the pavement, on the temporary fencing facing vehicles on the westerly and southerly sides of the tree lot for traffic visibility
- (n) Prior to beginning Christmas tree sales, the tenant must receive approval of a final inspection with both the City Chief Building Official and Fire Marshall; and, relocate the three (3) accessible parking stalls to location designated sales on the project site plan, with appropriate temporary accessible parking signage put in place
- (o) Prior to installation of any temporary lights, the tenant shall obtain approval of any and all required building permits, including electrical permits, prior to installation.
- (p) This permit may be revoked by the Parking Authority or the City at any time for violation of any of the terms or conditions of this permit by the tenant, its agents, or representatives.
- (q) For purposes of compliance, the tenant, its agents or representatives agree not to deny or impede access to the subject property by Parking Authority or City employees in the performance of their duties.
- (r) No sale of Christmas trees shall occur until the tenant has provided proof of the insurance policy and the indemnification agreement as required in this License Agreement.

6. UTILITIES

The Tenant shall be solely responsible for all utilities furnished to said premises.

7. RESPONSIBILITY FOR PREMISES

The tenant shall quit and surrender the premises following termination of use under this Agreement in as good a state and condition as they were at the commencement of such use, reasonable wear and tear thereof and damages by the elements accepted. The tenant also agrees that if said premises are damaged during the terms of this Agreement, by the act, default, or negligence of the tenant, its officers, agents, employees, guests, patrons, or any person or persons permitted onto said premises by the tenant, the tenant shall pay to the Parking Authority upon demand such sum as shall be necessary to restore said premises to the condition they were in at the commencement of use pursuant to this Agreement.

8. COMPLIANCE WITH LAWS

The tenant shall comply with all laws, statutes, ordinances, rules or regulations of the United States, the State of California, the City of Seaside and the Parking Authority of the City of Seaside and any department or agency thereof, including such regulations now in force or to be established pertaining to the use of the premises.

9. SUBLETTING, ASSIGNMENT

The tenant shall not sublease the whole or any part of the premises, not assign, hypothecate, or mortgage any or all of its rights hereunder.

10. TERMINATION

The Parking Authority and the tenant specifically agree that any default by the tenant shall be an immediate breach and the Parking Authority shall have an immediate right to terminate this Agreement upon twenty-four (24) hours written notice to the tenant.

11. NOTICE

All notice herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified postage prepaid, and addressed to the respective parties as follows, or personally served on:

Parking Authority of
The City of Seaside
Attn: Executive Director
440 Harcourt Avenue
Seaside, CA 93955

Home Depot
Attn: Store Manager
1590 Canyon Del Rey Boulevard
Seaside, CA 93955

12. LEGAL ACTION

Should either party to this Agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fees which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the tenant and the Parking Authority and the City. No term, provision or condition of this Agreement may be altered or amended, nor may any term, provision or condition be added to this Agreement, except by a written amendment be executed by both the tenant and Parking Authority.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 16th day of November, 2017.

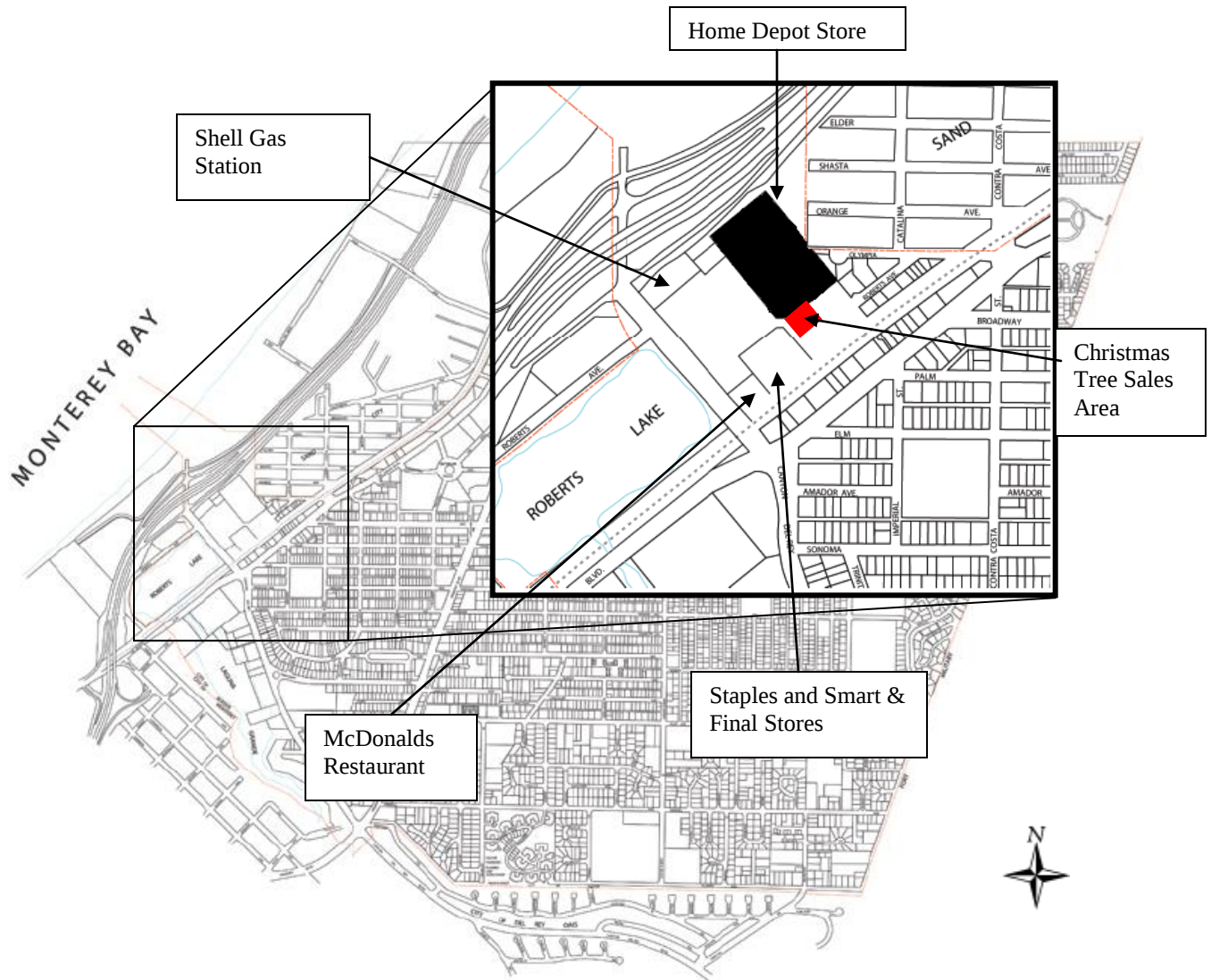
**PARKING AUTHORITY OF THE
CITY OF SEASIDE ("Parking Authority")**

HOME DEPOT ("Tenant")

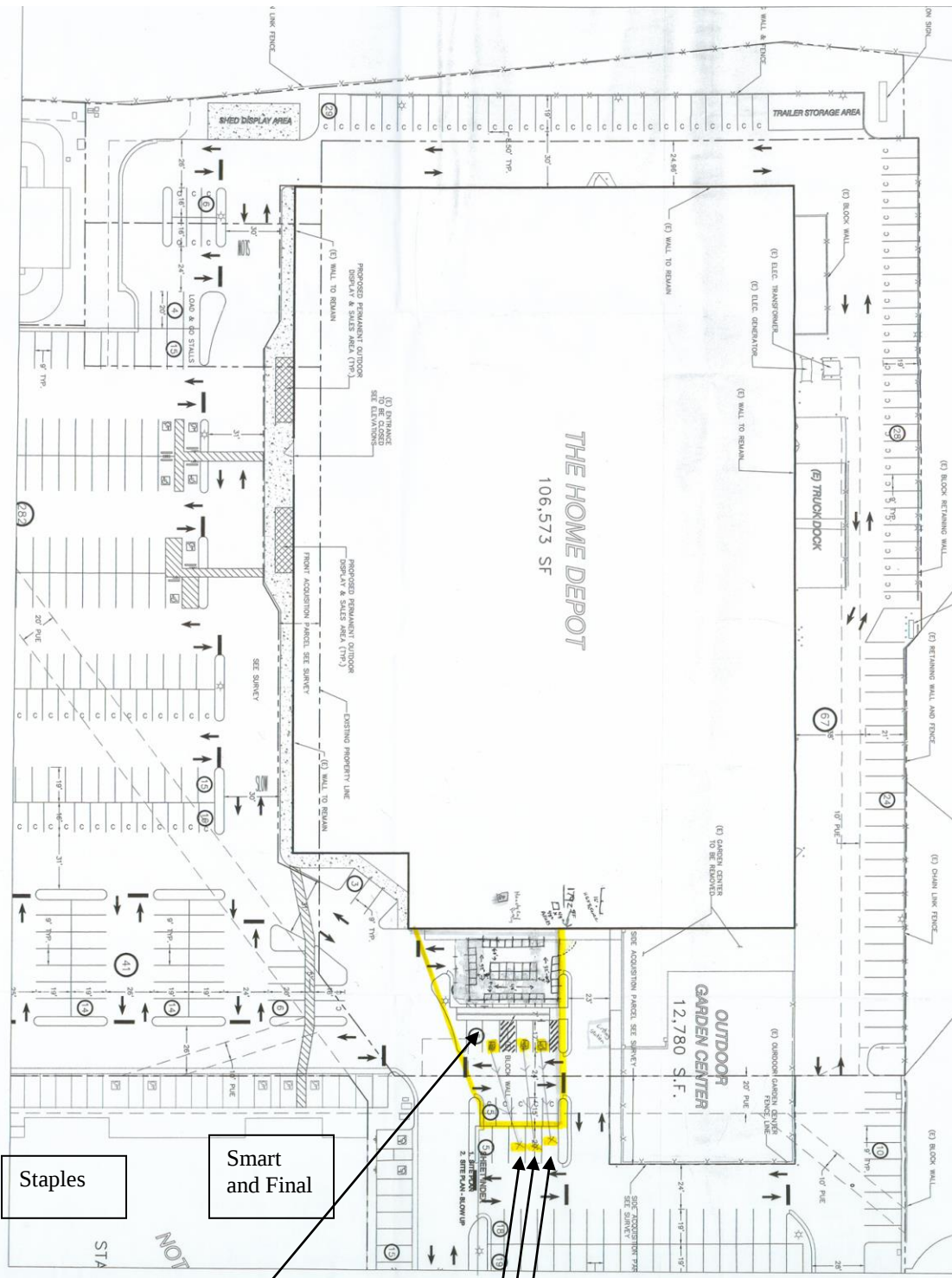
Craig Malin, Executive Director

Home Depot Representative

LOCATION MAP



SITE PLAN



Christmas Tree Sales Area -

Interim Accessible
Parking Stalls

SITE PHOTOS



View of "Christmas Tree" Sales Area from Main Parking Lot Looking North



View of "Christmas Tree" Sales Area from Rear Parking Lot Looking West



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 6.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Economic Development Manager

DATE: November 16, 2017

**SUBJECT: RECEIVE A PRESENTATION ON THE PROGRESS OF THE OAK
WOODLAND CONSERVATION PLAN (OWCP) PROJECT ON
FORMER FORT ORD AND DISCUSS CONCEPTS FOR THE NEXT
PUBLIC WORKSHOP.**

PURPOSE

Receive a presentation on the progress of the Oak Woodland Conservation Plan (OWCP) project on former Fort Ord and discuss concepts for the next public workshop.

RECOMMENDATION

It is recommended that the City Council receive the presentation on the progress of the OWCP and discuss concepts for the next public workshop. Ultimately, one concept will be used to prepare the OWCP Management and Monitoring Plans (MMPs).

BACKGROUND

The County of Monterey (County) and City of Seaside (City) are addressing Fort Ord Base Reuse and are to collaboratively designate, then respectively manage and monitor, conservation of oak woodlands within their jurisdictional property (i.e., development polygons identified in the Base Reuse Plan). This includes, development of plan, policies and program obligations related to oak woodland protection and conservation.

The Fort Ord Reuse Authority (FORA) contracted Denise Duffy & Associates, Inc. (DD&A) to identify a proposed OWCA and prepare a proposed Oak Woodland Management and Monitoring Plans (OWMMPs) for the City and County. FORA is also assisting the jurisdictions in coordination and public outreach (www.oakwoodlands.org). Working with the agencies, DD&A has prepared three draft alternative conservation area concept options for consideration based on research of where there are potential opportunities. The Oak Woodland Conservation Plan (OWCP) was discussed at the Monterey County Fort Ord Committee and two other alternatives were suggested, which have been incorporated. Staff is bringing the concepts forward to receive Council input and direction on these efforts.

DISCUSSION:

The main purpose of the OWCP effort is to designate corridors of oak woodlands across the development parcels of former Fort Ord that link the National Monument, the landfill, and the open space near East Garrison. The Plan also sets aside oak woodland areas within development parcels in a regionally mindful way that benefits the species while laying the groundwork for mitigation to allow for increased economic vitality. DD&A has completed the background research and field work for the project. Utilizing the data collected and public input, as well as staff recommendations from University of California Fort Ord Natural Reserve (UCFONR), California State University Monterey Bay (CSUMB), City of Marina, County Resource Management Agency, FORA, and City of Seaside, DD&A has prepared three draft alternative conservation area concept options for consideration.

This Project has been a fully inclusive public participation process. To date, two public community project initiation meetings were held: the first on November 15, 2016, at the Seaside Community Center at Soper Field, and the second on November 19, 2016, at the Trackview Pavilion at Laguna Seca Recreation Area. At these meetings, the County, City, FORA and DD&A presented the proposed project to the public for comment and input. Input submitted by the public at these meetings is available on the website oakwoodlands.org.

Key conservation objectives identified in the Reuse Plan policies and programs include: Designate an oak woodland conservation area that connects the Habitat Management Areas (HMAs) to the south (Bureau of Land Management Fort Ort National Monument HMA), East (Habitat Corridor/Travel Camp HMAs), and north (Landfill HMA); and maintain large, contiguous block of oak woodland habitat.

Biological surveys were conducted within the development polygons and HMAs identified in the Reuse Plan to identify and map vegetation types, non-native invasive plant species, and erosion features. In addition, a forestry survey was conducted to assess the health of the oak woodland habitat and estimate oak tree population by size class and density. Landmark trees were also identified where they occurred in the sample plots and where they were documented in previous surveys for the area.

Based on the Reuse Plan policies and programs, results of the biological surveys, recommended size (e.g., minimum 135 acres of oak woodland or oak woodland mix vegetation types and minimum 328 feet wide), and input from the public, landowners, and other stakeholders, three draft concepts were identified. One option is to be selected to serve as the basis of the draft OWCA map and OWMMP in the next steps of collaborative planning process.

Evaluation criteria to assist in identifying and prioritizing conservation areas were then established and applied to each of the three draft concepts:

- Stand Composition, Integrity, and Functionality;
- Habitat for Plant and Wildlife Species;
- Human Interactions; and
- Management Considerations.

The three draft concepts were subsequently ranked. The following evaluation criteria resulted in the greatest differentiation between concepts:

- amount of interface with potential development parcels,

- presence and abundance of non-native invasive plant species,
- utilization by special-status species,
- level of management input required to attain or maintain sustainability, and
- influence of adjacent land uses or other external factors on management practices.

Of the three draft concepts, Preliminary Concept 3 was ranked the highest for conservation.

It is recommended that the City Council discuss the draft concept options, and provide direction to staff regarding selection of a preferred concept to use as the basis for the next collaborative planning steps. The next public workshop is tentatively scheduled for November or December 2017. The action before the Council is limited to providing direction with respect to selection of an OWCA concept to serve as the basis for the next steps in the planning processes. Any agreement or approvals to establish an OWCA and associated CEQA analysis is separate.

Additionally, City, County and FORA staff have identified policy issues and potential institutional hurdles that will need to be worked through as the planning process advances, including but not limited to:

- Coordination and compatibility with existing and proposed future roadway and trail projects
- Determination of standards and costs of on-going maintenance, identification of responsible entity/ies and a sustainable funding source
- Consistency with the FORA's BRP and HMP, and the County's Fort Ord Master Plan
- Existing utility easements/agreements on County properties - overhead electrical transmission lines and underground regional gas transmission mainline

OTHER AGENCY INVOLVEMENT:

FORA has entered a contract with DD&A to assist the County and City of Seaside to complete the Oak Woodlands Conservation Planning effort. The County, City, FORA, and DD&A have met with the City of Marina, CSUMB, MPC, and UCFONR to discuss potential conservation areas and constraints with property owners.

FISCAL IMPACT

In the future the implementation of the OWMMP will require funding. The amount and the entity responsible for such funding have not yet been determined, and will be the subject of future discussion as the OWCP is developed.

ATTACHMENTS

1. OWCP-3alt
 2. OWCP-add
-

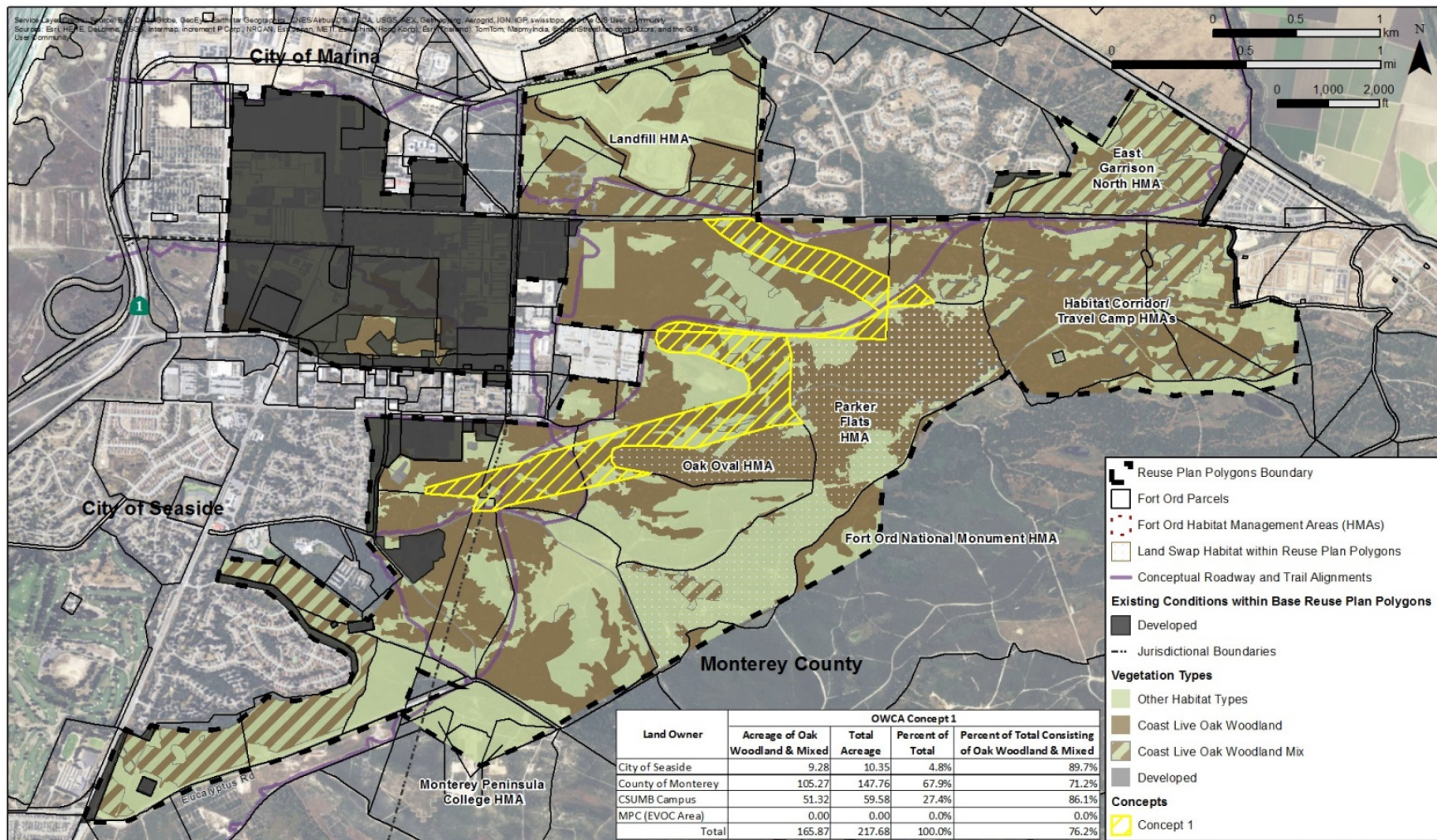
Meeting Date: November 16, 2017

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

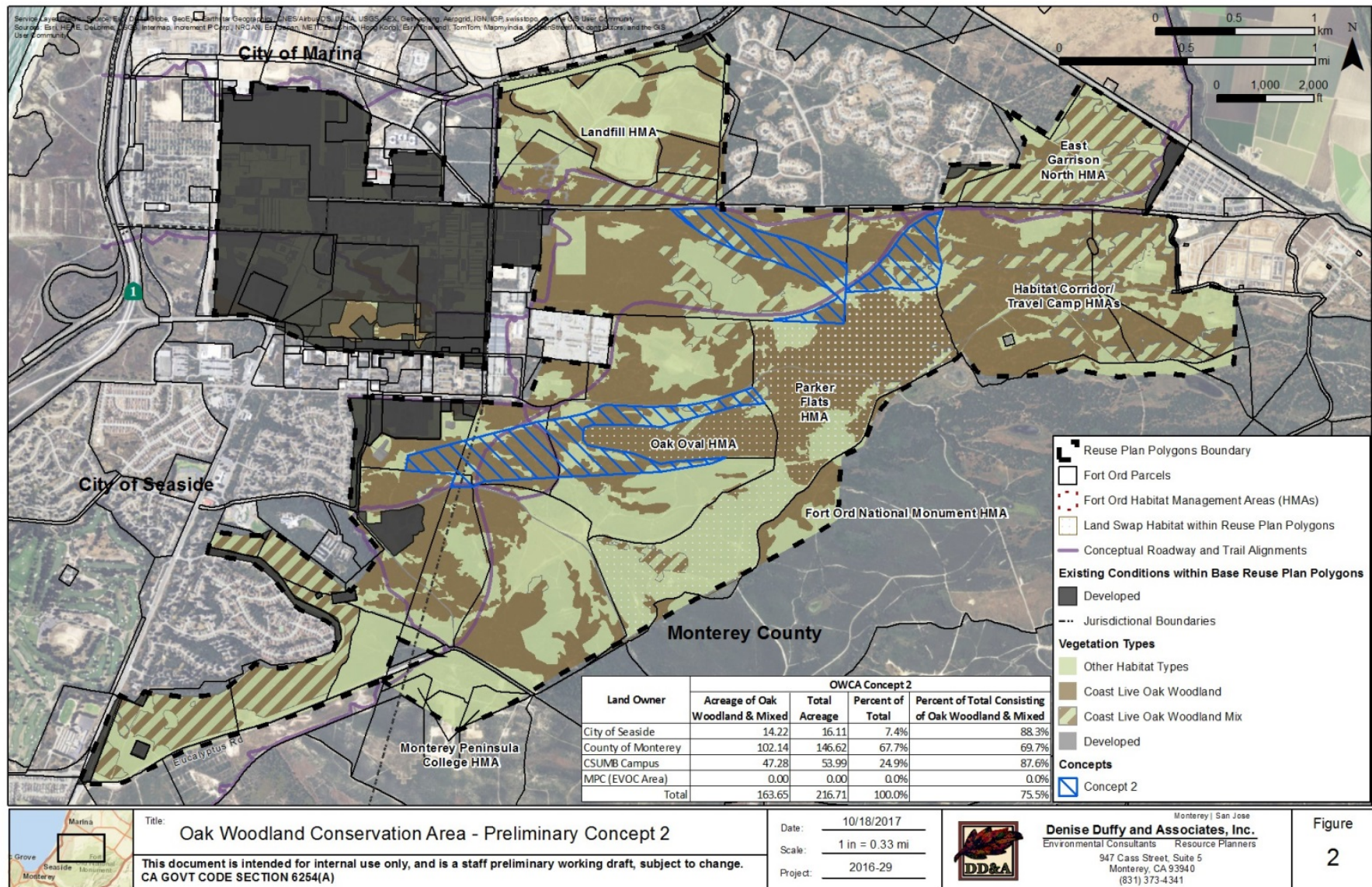
Concept 1



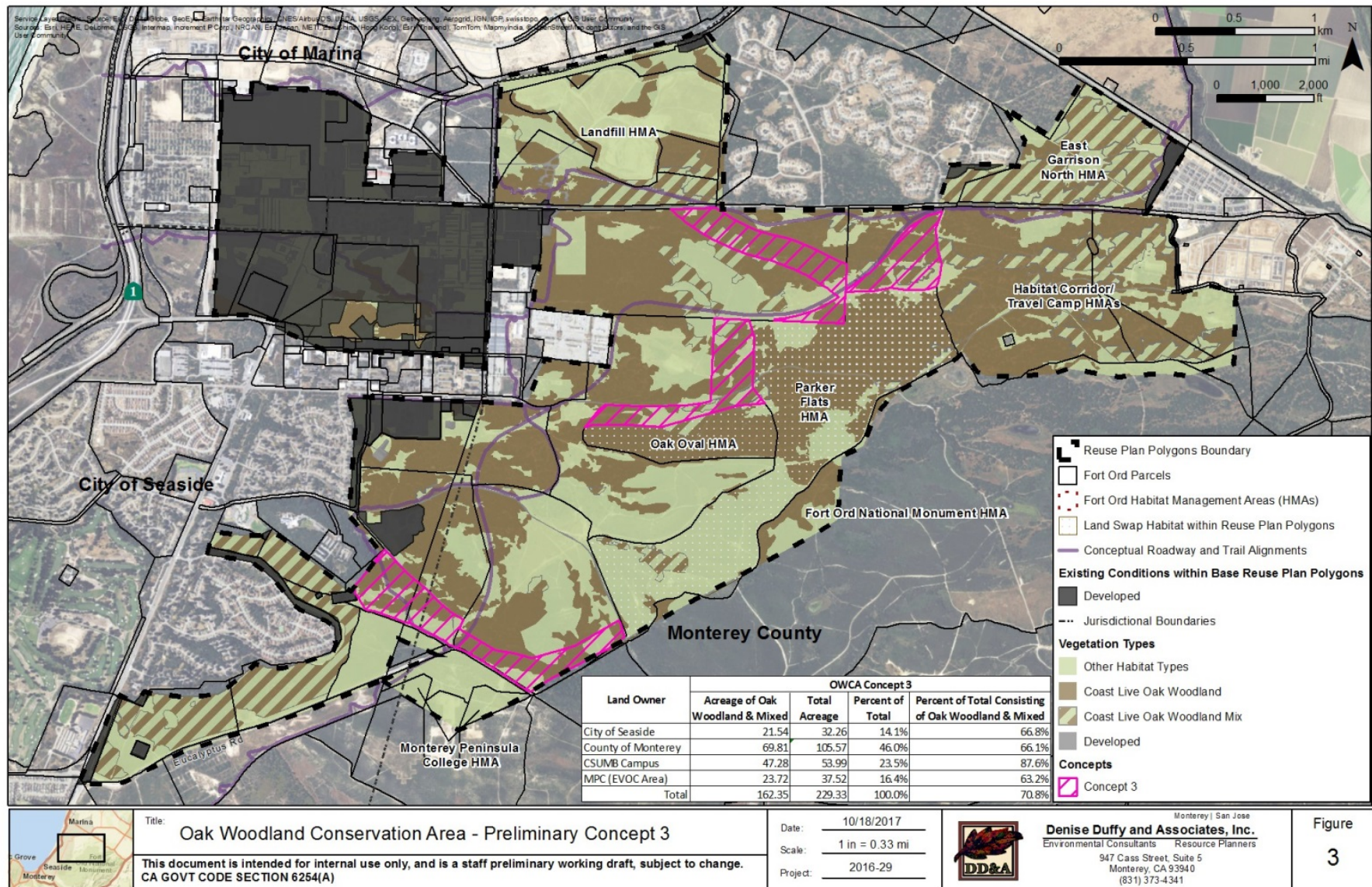
	Title: Oak Woodland Conservation Area - Preliminary Concept 1	Date: 10/18/2017		Denise Duffy and Associates, Inc. Environmental Consultants Resource Planners 947 Cass Street, Suite 5 Monterey, CA 93940 (831) 373-4341	Figure 1
	This document is intended for internal use only, and is a staff preliminary working draft, subject to change. CA GOVT CODE SECTION 6254(A)	Scale: 1 in = 0.33 mi			
	Project: 2016-29				

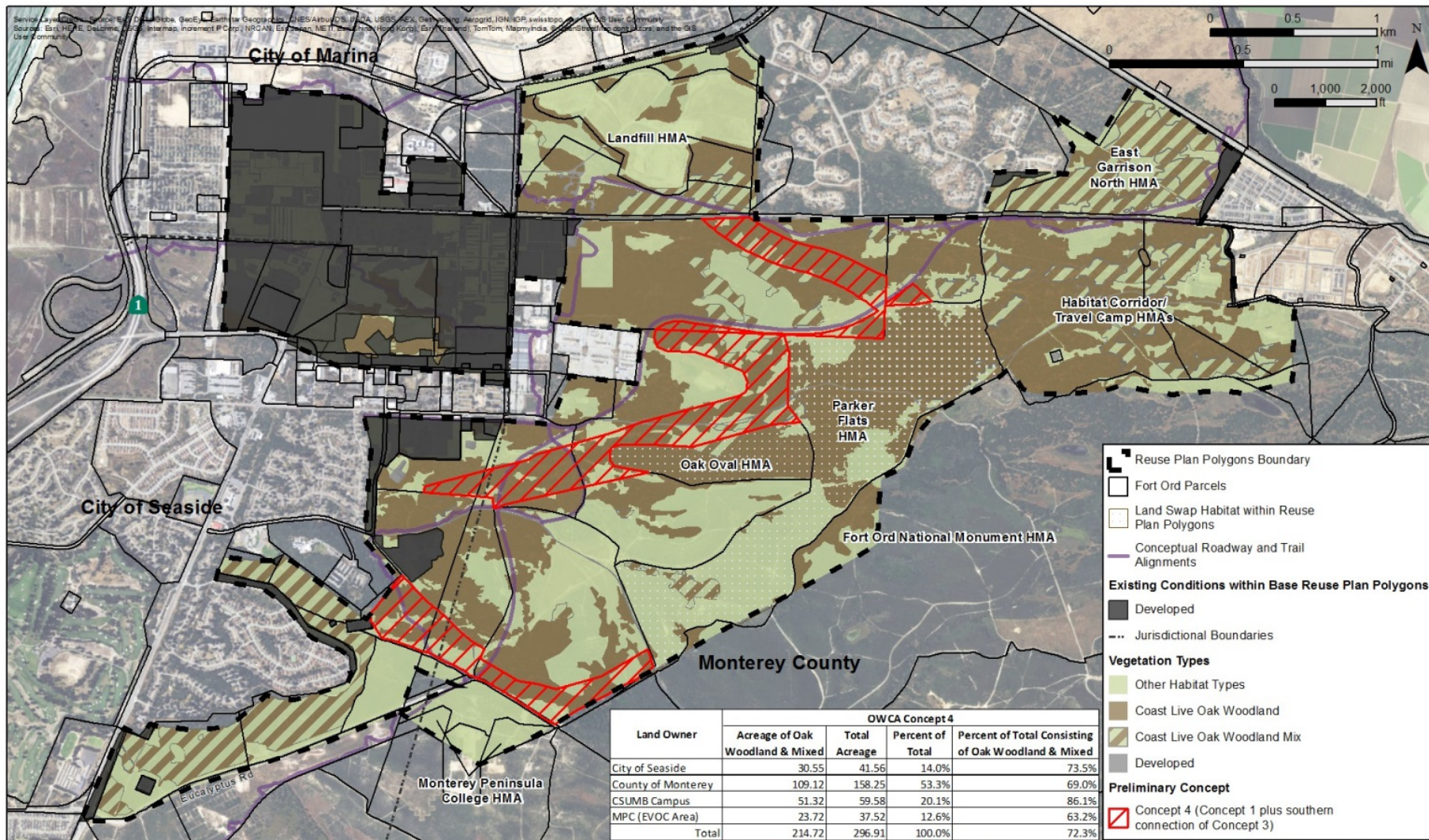
File: C:\GIS\GIS_Projects\2016-29 OWCP\Maps\3 Conservation Alternatives Map 20171025.mxd

Concept 2



Concept 3





Title: Oak Woodland Conservation Area - Preliminary Concept 4
(Concept 1 plus southern connection of Concept 3)

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CA GOVT CODE SECTION 6254(A)

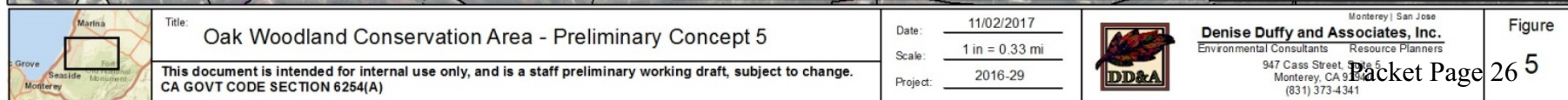
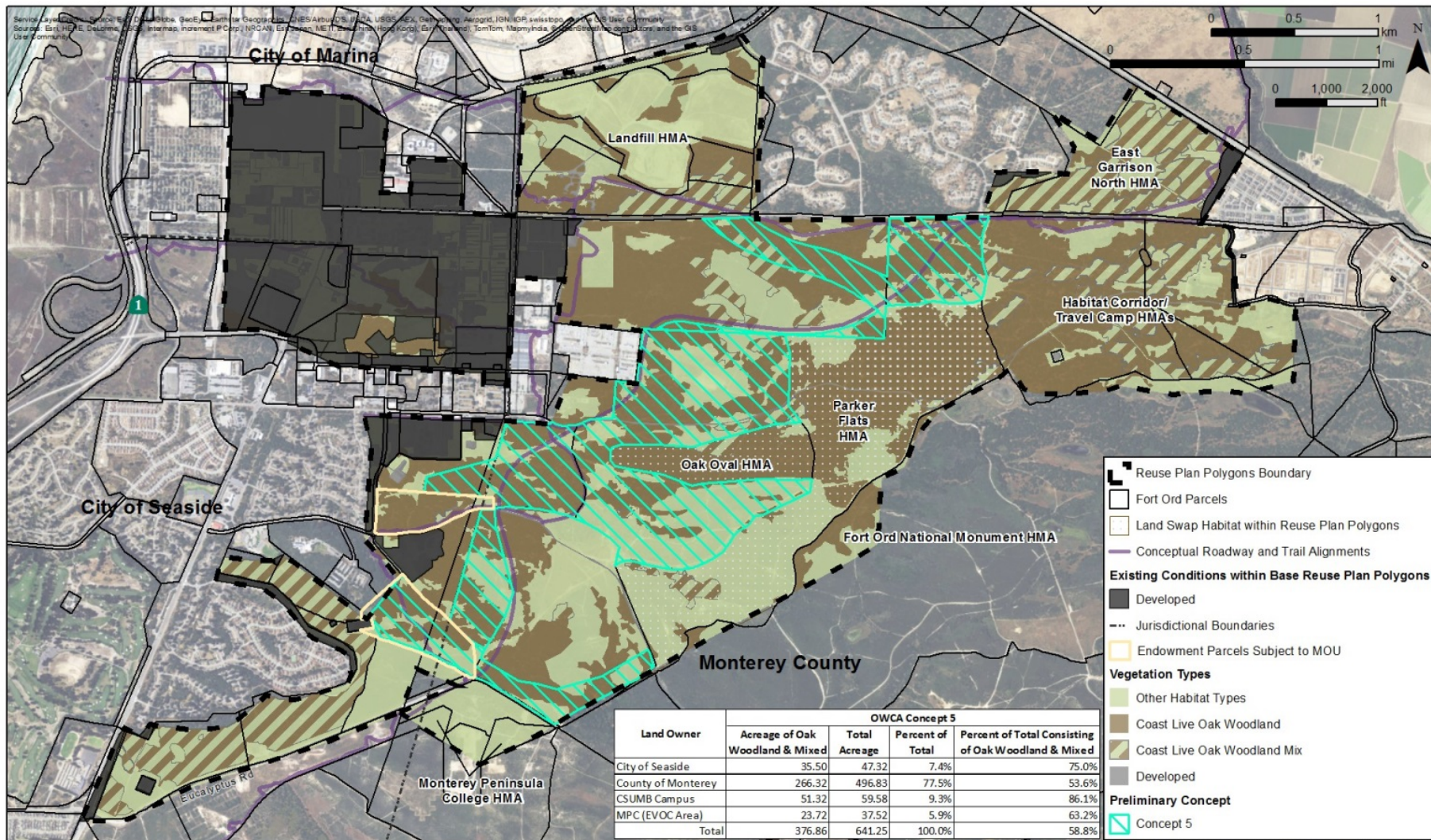
Date: 11/02/2017
Scale: 1 in = 0.33 mi
Project: 2016-29

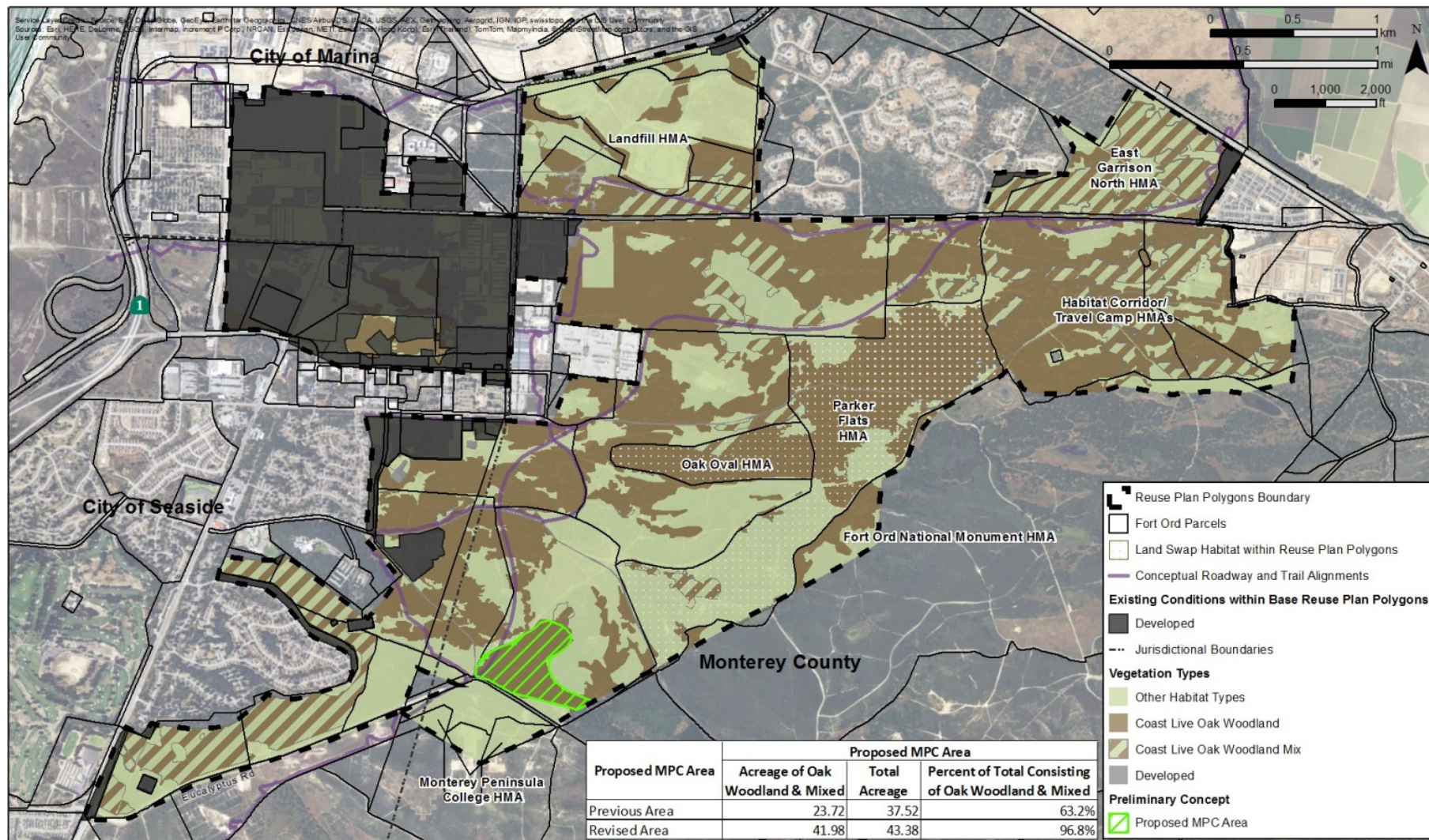


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Figure

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Title: Oak Woodland Conservation Area - Proposed MPC Area

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Figure

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