



CITY OF SEASIDE
CITY COUNCIL

AMENDED A G E N D A

REGULAR MEETING
COUNCIL CHAMBER
440 Harcourt Avenue
Thursday, May 17, 2018
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**

A. **PROCLAMATION DECLARING MAY 20-26, 2018 AS “NATIONAL PUBLIC WORKS WEEK” IN THE CITY OF SEASIDE**

PURPOSE & RECOMMENDATION: Consider a proclamation to declare the week of May 20 through 26, 2017 as “National Public Works Week” in the City of Seaside.

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 MAY 3, 2018**

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

B. **APPROVE AND FILE CITY CHECKS**

PURPOSE & RECOMMENDATION: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of April 21, 2018 through May 4, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of April 26, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,188,215.04.

C. **CONSIDER ADOPTION OF A RESOLUTION APPROVING GARBAGE COLLECTION RATES FOR FISCAL 2018-2019**

PURPOSE & RECOMMENDATION: The purpose of this item is to give the City Council the opportunity to consider and approve a resolution approving the GreenWaste rate adjustments as follows: +5.4% for residential services; +3.7% for commercial customers; and +2.2% for roll off services.

D. **APPROVE A FEE WAIVER REQUEST FROM ACTION COUNCIL OF MONTEREY COUNTY AND PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE PARK TO HOLD THEIR THIRD ANNUAL PALENKE ARTS MUSIC FESTIVAL**

PURPOSE & RECOMMENDATION: The purpose of this item is to consider the request for a fee waiver by the Palenke Arts/Action Council in the amount of One Thousand Nine Hundred Fifty Two Dollars and Fifty Cent (\$1,952.50.)

E. **APPROVE RESOLUTION AWARDING A CONTRACT TO GARLAND/DBS, INC. THROUGH U.S. COMMUNITIES GOVERNMENTAL PURCHASING ALLIANCE IN THE AMOUNT OF THREE HUNDRED EIGHT THOUSAND EIGHT HUNDRED SIXTY SIX DOLLARS (\$308,866) FOR CONSTRUCTION OF A NEW ROOF AT THE OLDEMEYER CENTER.**

PURPOSE & RECOMMENDATION: The purpose of this items is for the City Council to consider appropriating \$308,806 from the General Fund reserve for Oldemeyer Center Roof Replacement project and awarding a contract to Garland/DBS, Inc. in the amount of Three Hundred Eight Thousand Eight Hundred Sixty Six Dollars (\$308,866) to install new roof at the Oldemeyer Center.

F. **AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF SEASIDE FOR**

**ACCEPTANCE OF A TYPE II HAZARDOUS MATERIAL EMERGENCY
RESPONSE VEHICLE, TRAINING AND EQUIPMENT AT NO COST TO THE
CITY.**

PURPOSE & RECOMMENDATION: It is recommended that the City Council authorize the City Manager to enter into agreement with the State of California Office of Emergency Services (Cal-OES), on behalf of the City of Seaside, for acceptance and use of a Type II Hazardous Material (Haz/Mat) Emergency Response Vehicle, equipment and future training as part of the Monterey County Regional Haz/Mat Response Team (Haz/Mat Team) at no cost to the City.

**G. APPROVE RESOLUTION ESTABLISHING AN ON-CALL LIST FOR
ENGINEERING SERVICES**

PURPOSE & RECOMMENDATION: The purpose of this item is for the City Council to consider approval of a short list of firms to provide on-call engineering services.

**H. APPROVE A RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO
PURCHASE NEW PATROL RIFLES**

PURPOSE & RECOMMENDATION: it is recommended the City Council approve a Resolution authorizing the Police Department to purchase thirty colt m4 le6933-epr patrol rifles for a cost not to exceed \$33,863.50.

9. PUBLIC HEARING

**A. ADOPTION OF ORDINANCE MODIFYING MUNICIPAL CODE CHAPTER 2.14
UPDATING THE CONFLICT OF INTEREST CODE AND ELIMINATE CHAPTER
2.10 POLICE RESERVE (SECOND READING, ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION: This item is the second reading of a draft Ordinance amending Seaside Municipal Code Chapter 2.42 regarding Conflicts of Interest to update the listing of required designated filing employees and other changes to ensure compliance with the Political Reform Act and California Government Code 87300-87302 and eliminating Chapter 2.10 Police Reserves.

**B. CONSIDERATION OF MUNICIPAL CODE AMENDMENT TO CHAPTER 9.08,
SECTION 9.08.60 OF THE SEASIDE MUNICIPAL CODE TO ALLOW ACCESS
TO CITY OF SEASIDE PARKS BY SUPERVISED ON-LEASH DOGS (FIRST
READING, ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION: The purpose of this item is for the City Council to conduct a First Reading on a proposed text amendment to Section 9.08.060 of the Seaside Municipal Code allowing access to City of Seaside parks by supervised and on-leash dogs.

**C. PUBLIC HEARING TO CONSIDER THE 2018-2019 ANNUAL ACTION PLAN
FOR SEASIDE'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

PURPOSE & RECOMMENDATION: The purpose of this item is to hold a Public Hearing to receive comments on the City of Seaside's Community Development Block Grant (CDBG) Annual Action Plan (AAP). This document is required by the US Department of Housing and Urban Development in order to receive the grant funding.

10. BUSINESS ITEMS

A. RECEIVE A PRESENTATION ON THE PROGRESS OF THE OAK WOODLAND CONSERVATION PLAN (OWCP) PROJECT ON FORMER FORT ORD AND PROVIDE DIRECTION ON PREFERRED CONCEPT

PURPOSE & RECOMMENDATION: Receive a presentation on the progress of the OWCP and provide direction on a preferred OWCA concept for use in the preparation of the OWCP Management and Monitoring Plans (MMPs) and next public workshop.

B. APPROVE A PURCHASE AND SALE AGREEMENT (PSA) BETWEEN THE CITY OF SEASIDE AND ALFRED P GLOVER, DBA AS GLOVER ENTERPRISES, A SOLE PROPRIETORSHIP TO PURCHASE APPROXIMATELY FIVE (5) ACRES OF LAND AND TWO STRUCTURES IN THE FORMER FORT ORD COMMONLY KNOWN AS THE MEDICAL OFFICERS BARRACKS FOR A TOTAL PURCHASE PRICE OF \$750,000.

PURPOSE & RECOMMENDATION: To approve a Purchase and Sale Agreement between the City of Seaside and Alfred P. Glover, DBA as Glover Enterprises, a Sole Proprietorship and to authorize the City Manager to execute all documents required to complete the sale of the approximately 5 acre property and two structures commonly known as the Medical Officers Barracks. The property in question belongs to the Fort Ord Reuse Authority (FORA) and is expected to transfer to the City of Seaside sometime in the first quarter of 2019. The buyer intends to renovate the existing structures and create 40 apartment units designed to house workforce for California State University, Monterey Bay (CSUMB).

11. 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.

12. ADJOURNMENT

Next Regularly Scheduled Meeting:
June 7, 2018
7:00 PM

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

reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings. City Council Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Meetings are also available through live streaming at: <http://cyp.telvue.com/player?id=T01629&video=52314&noplaylists=1&width=400&height=300>
Videos of past meetings are available on demand through the City's website: <http://www.ci.seaside.ca.us>

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.A.

TO: City Council

BY: Rick Riedl, City Engineer

DATE: May 17, 2018

**SUBJECT: PROCLAMATION DECLARING MAY 20-26, 2018 AS “NATIONAL
PUBLIC WORKS WEEK” IN THE CITY OF SEASIDE**

PURPOSE & RECOMMENDATION

Consider a proclamation to declare the week of May 20 through 26, 2017 as “National Public Works Week” in the City of Seaside.

BACKGROUND

National Public Works Week (NPWW) is observed each year during the third full week of May. NPWW is a celebration of the tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works.

Instituted as a public education campaign by the American Public Works Association in 1960, NPWW calls attention to the importance of public works in community life. NPWW seeks to enhance the prestige of the often-unsung heroes of our society—the professionals who serve the public good every day with quiet dedication.

ATTACHMENTS

1. Proclamation_PW Weeks_2018
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City of Seaside PROCLAMATION



National Public Works Week May 20-26, 2018

***WHEREAS,** public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety and well-being of the people of this community; and*

***WHEREAS,** such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from State and local units of Government and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential to serve our citizens; and*

***WHEREAS,** the health, safety, and comfort of this community greatly depends on these facilities and services; and*

***WHEREAS,** it is in the public interest for the citizens, civic leaders and children in the United States of America to gain knowledge of and maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and*

***WHEREAS,** the year 2018 marks the 58th annual National Public Works Week sponsored by the American Public Works Association.*

***NOW THEREFORE, BE IT PROCLAIMED,** that I, The Honorable Ralph Rubio, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim May 20- 26, 2018, as “**National Public Works Week**” and I urge all our people to join with representatives of the American Public Works Association and government agencies in activities and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.*

Ralph Rubio, Mayor

May 17, 2018



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
Thursday, May 3, 2018
7:00 PM

1. **CALL TO ORDER**

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

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

PRESENT: Alexander, Campbell, Jones, Pacheco, Rubio

ABSENT: None

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **REVIEW OF AGENDA**

No changes to the agenda.

5. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

- Mel Mason, Village Project spoke to May being Mental Health awareness month and spoke to their 10 Year Celebration May 11, 2018.
- Catherine Crocket thanked the Council for sponsoring the Sustainable Seaside Event. She spoke to the success of the event and thanked the City for their assistance.
- Reverend Kenneth Murray requested consideration of Reverend HH Lusk as he is dealing with a sickness; he thanked the City and the PD for their support for the Domestic Violence Conference and spoke to the last City Council meeting expressing that he felt he was treated disrespectfully by a member of the Council. Members of the public have the right to give their opinions under public comment and should not be treated poorly, especially if they give their comments in a respectful way. The Ministerial Alliance requested a meeting with the Mayor and City Attorney Freeman to further engage about the remarks that came from the City Council Member.
- A resident spoke to the closure of Carlton Drive and to the positive impact of the speed control lights positively so speeding is no longer an issue and requested consideration of other traffic calming measures instead of closing the road.
- Michael Campos spoke to the condition of the roads and to the recent study session on road repairs. He questioned how much money has been received from Measure L and how much of it will be used for road repairs.
- Natalia Molina spoke about the National Coalition Building Institute of Monterey whose mission is to end discrimination and intolerance and invited the Council and the public to the event on Saturday May 19th 10-12 pm at the Oldemeyer Center.
- Regina Mason spoke on behalf of the Monterey County Branch NAACP and invited the Council to the NAACP 46th annual Freedom Fund Gala May 23th at Hyatt Regency, honoring civil rights icons in the community.
- Karen Berry spoke to previous comments about traffic and believes it will continue with lack of enforcement. She encouraged people to attend the Del Rey Oaks City Council Meeting Tuesday May 22nd at 6PM to express concerns about Carlton Road. She spoke in agreement with Mr. Murray's comments about behavior at the last meeting that the public showed much respect and she shocked that the respect was not returned from the Council

Member.

- Ian Oglesby also spoke about the closure of the road, and agreed that the Council should respect the rights of Del Rey Oaks but hopes the Council would be on record that our citizens are impacted also.
- River Navai thanked the Council for approving the fee waiver for Monterey Peninsula Pride event and thanked the community members who spoke in support of the item and for ending discrimination and preserving the freedom of speech.

6. **PUBLIC AGENCY COMMUNICATIONS**

- Recreation Superintendent Dan Meewis presented the council for the Volunteer Choice Award granted to the Parks and Recreation Commission from CPRS.
- Natalia Molina presented the winner of the Portal Project design and thanked everyone for their support and participation.
- City Engineer Rick Riedl announced the West Broadway infrastructure improvements will be completed by June 7th.
- Lara Kushner from the County of Monterey Workforce Development Board and spoke to the youth job fair at the Oldemeyer Center on May 30th for youth 16 -24 years of age.
- Mayor Rubio spoke to four years ago he was diagnosed with an incurable disease, and stated that he will not seek re-election.
- Mayor Pro-Tem Alexander also informed the community that he will not seek re-election but will devote his time to serving the Red Cross as well as the Sheriff's Department Search and Rescue team.

7. **PRESENTATIONS**

A. **PROCLAMATION OF ECONOMIC DEVELOPMENT WEEK, MAY 6-MAY 12 IN THE CITY OF SEASIDE**

Action: Presented

B. **PRESENTATION AND RECOGNITION OF THE SEASIDE POLICE DEPARTMENT SUPPORT SERVICES EMPLOYEE OF THE YEAR**

Action: Presented Miguel Montes with the Award

C. **PRESENTATION FROM OFO REGARDING THE POTENTIAL OF ESTABLISHING THEIR COMMERCIAL DOCKLESS BIKE SHARE PROGRAM IN SEASIDE**

Katie Stevens from OFO provide the information about the idea of a dock less bike and spoke to the functionality of the bikes, to the technology and to their efforts to partner with other jurisdictions, including CSUMB. She spoke to ways to incentivize users to park the bikes back in specific areas and will work with the City to establish the preferred parking zones. Ms. Stevens answered questions from the Council. Council member Pacheco questioned if the project would create jobs to which Ms. Stevens said they bring the project manager but hire the remaining staff as local hires.

D. **PRESENTATION FROM MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT SUPERINTENDENT REGARDING ANNUAL PERFORMANCE REPORT**

Monterey Peninsula Unified School District Diffenbaugh presented the State of the District report and shared their vision and progress toward becoming one of the finest public school systems in the Country. Over the last three years there have been great efforts to change the culture of the District. He highlighted increases in the early learning education, music and arts expanded in all grades, commitments to students that are connected with the military, social emotional support strategy implementation as well as the Positive Behavioral Intervention and Support program. Mr. Diffenbaugh highlighted the honors of recognitions that six of the schools have received and stated there were more than 200 positive newspaper articles in four years about the district. He closed by

showing examples of the Measure P infrastructure improvements that have been accomplished and those that are planned for the recent future, and noted there are many infrastructure needs that are required across all campuses. The Council asked questions of Superintendent Diffenbaugh.

The Council asked if student scores increased and by how much to which he responded that when he arrived, there were 38% meeting requirements to be eligible to attend a CSU program and has increased to 60%. He spoke to the project based learning model being one of the most attributed features and all of the building improvements made catering to that learning environment. On question about facility improvements, he spoke to the citizen advisory committee that helped prioritize the improvements. Council Member Campbell spoke to the economic benefits to the community of a positive school program. The Council commended the District on the positive changes that they have seen for our community and our young residents.

E. RECEIVE REPORT ON THE SEASIDE CAL GRIP GRANT AND YOUTH VIOLENCE PROGRAM

Jan Roehl, consultant for the Gang Reduction Intervention and Prevention Program presented the final report for the grant period. The program was developed in 2013 and 2014 during a time of high violence in Seaside, many issues were gang related. She outlined the project partners that assisted with creating the One Stop Youth Resource center that provided referral services for youth that were at risk of youth violence. She outlined all of the SYRC activities and the population served throughout the grant period. With the discontinuation of grant funding, the City will continue to fund the program but the Community Based Organizations are cutting back on the programs. On question of how the City will continuing helping kids and lowering crime, Program Manager Ashley Collick said that the Youth Resource Center will continue to operate and will maintain partnerships and that CBOs remain committed to working together. The Community is still invested in the success of youth.

8. CONSENT CALENDAR

City Manager Malin indicated Item G was continued. Items D and J were pulled for consideration. Mayor Rubio invited public comment on the balance of the Consent Calendar and had no requests to speak.

A. APPROVE MINUTES OF APRIL 19, 2018

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Filed

C. APPROVE A FEE WAIVER REQUEST FROM COUNTY OF MONTEREY WORKFORCE DEVELOPMENT BOARD FOR THE USE OF LAGUNA GRANDE HALL FOR THEIR YOUTH JOB FAIR

Action: Approved

D. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL VARSITY AND JUNIOR VARSITY BASEBALL TEAM

The Seaside High Baseball team spoke to the intent of the funds and requested the Council to support the contribution.

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

RESULT: **Approved**

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

NOES: None

E. GRANT APPLICATION APPROVAL FOR ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT IN THE AMOUNT OF \$193,556 FOR RECRUITMENT AND RETENTION OF VOLUNTEER FIREFIGHTERS.

Action: Authorized and passed Resolution 18-28

F. APPROVAL OF APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Action: Approved

G. RESOLUTION TO MODIFY THE POSITION CONTROL LIST TO ADD ONE ADDITIONAL DEPUTY POLICE CHIEF, DELETE TWO POLICE COMMANDERS AND ADD ONE POLICE OFFICER DEDICATED TO TRAFFIC OPERATIONS.

Action: Continue

H. APPROVE RESOLUTION AWARDING CONTRACT FOR THE PUBLICATION OF LEGAL NOTICES

Action: Approved Resolution 18-29

I. APPROVE A RESOLUTION CALLING FOR AN ELECTION ON NOVEMBER 6, 2018 IN THE CITY OF SEASIDE TO ELECT ONE (1) MAYOR AND (2) COUNCIL MEMBERS, TO AUTHORIZE CONSOLIDATION WITH MONTEREY COUNTY'S GENERAL ELECTION AND TO APPROVE AN AGREEMENT WITH THE MONTEREY COUNTY ELECTIONS DEPARTMENT FOR ELECTION SERVICES

Action: Approved Resolution 18-30

J. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE 2018 FIREWORKS SURCHARGE PERCENTAGE.

Action: Approved Resolution 18-31

Fire Chief Dempsey spoke to the services that were performed and the total revenue generated does not cover all expenditures for the holiday impacts. On question he clarified that this surcharge does not help fund the planned 4th of July celebration but is exclusively for the enforcement of safe and sane fireworks. Mayor Rubio invited comments from the public.

- Alice Jordan indicated that funds from the fireworks sales are used to fund the Youth Summit and that there have been many complaints about the surcharge and she believes it impacted sales and she requested to lower the percentage.
- Regina Mason volunteers at the booth, and believed that the surcharge was for Fire and Police patrols but she did not witness either service in the previous year.
- Felix Bachofner requested to provide data on what fireworks sales have been since adoption of the charging structure. He thinks there is a fall off of sales since implementation.

Mayor Rubio spoke to the intent of the charge to mitigate issues created from those that chose to purchase fireworks; therefore they should be responsible to fund it.

K. APPROVE RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPERATING AGREEMENT WITH OFO TO ESTABLISH A COMMERCIAL DOCKLESS BIKE SHARE PROGRAM IN SEASIDE

Action: Approved and passed Resolution 18-32

9. PUBLIC HEARING

A. INTRODUCTION OF AN ORDINANCE MODIFYING MUNICIPAL CODE CHAPTER 2.14 UPDATING THE CONFLICT OF INTEREST CODE AND ELIMINATE CHAPTER 2.10 POLICE RESERVE

Public Affairs Officer/City Clerk Milton indicated this is a required action every two years to ensure our conflict of interest code is up to date. The only changes made reflect the internal organizational changes of personnel. Mayor Rubio invited comments from the Council and the public and had no request to speak.

On motion by Council Member Jason Campbell and seconded by Council Member Dave Pacheco and passed by the following vote the City Council passed to print the draft ordinance.

RESULT: **Approved**

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

NOES: None

B. REAFFIRMING CONSISTENCY OF THE COMPREHENSIVE UPDATES TO THE ZONING CODE, AMENDING TITLE 17 OF THE SEASIDE MUNICIPAL CODE, WITH THE FORT ORD REUSE PLAN. THIS ITEM HAS BEEN SCHEDULED TO CONDUCT A PUBLIC HEARING TO REAFFIRM THAT ADOPTION OF TEXT AMENDMENTS TO THE ZONING ORDINANCE, AMENDING TITLE 17 (ZONING CODE) OF THE SEASIDE MUNICIPAL CODE, IS CONSISTENT WITH THE BASE REUSE PLAN OF THE FORT ORD REUSE AGENCY

Economic Development Manager Overmeyer indicated this is a procedural item to ensure the City is working within the confines of the Fort Ord Base Reuse Plan. He acknowledged there are elements that have not been adopted, mostly concerning noise, but CEQA documents and development agreements have addressed the issues. He noted only substantial compliance is required and both FORA and Seaside staff agree the City is in substantial compliance. He further stated the City is adopting a new general plan update and will adopt a Fort Ord overlay as part of the zoning ordinance that will ensure compliance. Council Member Pacheco questioned if the senior living facility will be impacted by this action or the Nurses Barracks project expressing concern of the lack of substantial development of new buildings in the City to which Mr. Overmeyer indicated that the Seaside Senior Living project will be delayed until there is a consistency determination. The other project will not be impacted at this time.

Mayor Rubio invited comments from the public.

- Ian Oglesby believes there has been development but that much of it has been stifled by lack of water and the economic downturn. He encouraged consistent updates on development projects.
- Felix Bachofner indicated that there have been many developments such as renovations of dealerships being remodeled or rebuilt.

Mr. Pacheco clarified that he said "significant" new development and was not referring to properties being repurposed or redeveloped. He spoke to wanting projects to move forward and come to fruition and spoke in support of approving the item as presented as a way to help projects move forward.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council approved Resolution 18-33 affirming adoption of text amendments to the Zoning ordinance is consistent with the Base Reuse Plan.

RESULT: **Approved**

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

NOES: Jason Campbell

C. INTRODUCTION OF AN AMENDMENT (FILE No. SMA-17-03) TO CHAPTER 17 OF THE SEASIDE MUNICIPAL CODE (ZONING CODE) TO ADOPT SHORT-TERM RENTAL REGULATIONS WITHIN RESIDENTIAL DWELLINGS.

Senior Planner Medina introduced the item defining a short term rental outlined the City Council and Planning Commission meetings to draft regulations intending to strike a balance of allowing the activity while addressing unanticipated consequences of neighborhood compatibility. He discussed the following points identified in the multiple meetings including economic impacts, neighborhood compatibility, noise, safety, cultural, enrichment, affordable housing and code enforcement. He detailed all of the discussions that took place including maximum occupancy, parking issues, local contact person for responding to any nuisances, noise, property maintenance, good neighbor requirements and revocation of licenses. Mr. Medina listed the Planning Commission recommendations for Council considerations: Remove transient occupancy Tax from Chapter 19 and place in Chapter 3. Remove cap on hosted permits until it's known how many grandfathered permits exist; allow grandfathering on all non-hosted permits which exist on or before April 11, 2018; and removal of the block face cap.

City Attorney Freeman followed up speaking in support of the PC recommendation as he proposed it to the Commission. He additionally recommends that the complaints be reduced to two.

The Council discussed the recommendations as presented. Council Member Campbell expressed concern regarding the elimination of the cap and encouraged data mining instead of removing.

They also discussed parking and requested that the grandfathering period be extended to 60 days to ensure proper notification of existing STRs.

Mayor Rubio invited comments from the public.

1. Jan leisure president of Monterey County Vacation Rental agreed with Mr. Freeman that Pacific Grove made legislative decisions without empirical data which has caused them problems. He requested clarification or correction that the draft ordinance uses the word permit and license interchangeably.
2. Robert Lewis, spoke to the fact that the system is self-regulating due to the reviews, and in support of the cultural enrichment neighborhood compatibility.
3. Mary Brinton agreed with the positive aspects of hosting STRs and requested a reconsideration of the limit on persons per bedroom.
4. Murray Wagon spoke in support of the draft ordinance, with the exception of the parking regulations requesting it be removed.
5. Noelle Ehab indicated their STR allows her family to facilitate a nonprofit that raised money for refugees in the Middle East. Please approve the use.
6. Nina Beaty expressed concern regarding non-hosted STRs believing that STRs are the root cause of affordable housing issues. She spoke against the draft ordinance.
7. Dennis Volks said it is not a homeowner's job to provide affordable housing and converting properties back out to long term rental will not necessarily add to affordable housing stock. Spoke in support of regulations and requested revision of the cap of people per room.
8. Jon Wizard spoke in support of a thoughtful process but thinks that comments that code enforcement will be proactive, is not an appropriate expectation. He requested answers to his previously submitted 13 questions and thinks there needs to be more thoughtful consideration before approving.
9. Susan Bradley believes STRs have helped rebrand Seaside positively and requested reconsideration of parking regulations and persons per room as some houses offer many other sleeping options such as sleeper couches and lofts that are not technically bedrooms.
10. Donna Kaufman spoke in support of grandfathering which eliminates fear of a lottery and the flexibility to allow for how many individuals the house can accommodate. Please don't require license plate numbers, and please have the tax taken directly to allow STRs to appear more competitive.
11. Cookie Sandro said she has no hosted and hosted STRs and questioned what permit she would be required to get.

12. Linda Natalie spoke to her success at SRTs and spoke in support of other speaker's comments.
13. Felix Bachofner thinks that hosted should be a principally permitted use in the city and would amplify options for residents to have an economic use of their residence and also thinks that the regulations are too onerous for a hosted STR.
14. Kathy Lewis spoke to her inability to afford the house if she did not host STRs and spoke to the personal ability to keep her home.
15. Pablo Allioti spoke in support of getting permits for all houses. He spoke against the number of people cap as it allows families to stay together and in a hotel you can request an extra bed.

City Attorney Freeman addressed some of the issues presented and clarified that someone could rent their house for a 12 day period without a permit. .

Council Member Pacheco discussed not wanting to add additional exacerbation to parking as some neighborhoods already are challenged and the desire to keep simplicity with the regulations and he agreed that regulating the number of people may be overcomplicating the ordinance. He supported bringing the item back as two ordinances, zoning and finance. Council Member Jones expressed agreement with grandfathering as it will not impact the market more than it already is and she is not interested in regulating hosted STRS and she does 50% TOT to go to the affordable housing fund and 50% to parks. Council Member Campbell agreed that if the house can accommodate more than 2 per bedroom it should be allowed and suggested a surcharge for houses that don't provide off-street parking. He still recommended the cap for both hosted and non-hosted as he does not want it to be open ended. He still believes there is relationship of STR and affordable housing and wants a guarantee that 50% TOT would go to affordable housing. Mayor Pro Tem Alexander indicated that the number of people per room is a safety issue and we must follow health and safety codes as recommend by staff. Parking is more of a zoning issue. Mayor Rubio spoke in support of the Planning Commission recommendations and agreed that the finance ordinances can be very specific about funds dedicated to affordable housing. He agreed that parking is neighborhood specific as some areas are very dense and maybe that can be a consideration when the inspector goes out and determines capacity per sit and spoke in support of the process being site specific.

Council Member Pacheco made a motion to direct staff to revise the draft ordinance with no caps as for non-hosted, grandfathering in all that can provide evidence of historical rental for 12 months during a 60 day window, ask staff to make a recommendation regarding parking and capacity per house and that as second ordinance be drafted allocating revenue be split 50% to affordable housing and 50% to parks, with both ordinances being brought before Council at the same meeting. Motion was seconded by Mayor Rubio and passed unanimously.

RESULT: **Approved**

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

NOES: None

10. **BUSINESS ITEMS**

A. **AMENDMENT TO THE CONTRACT WITH RAMI AND ASSOCIATES TO COMPLETE A GENERAL PLAN UPDATE AND REVISED ZONING ORDINANCE.**

City Manager Malin indicated this is an important step in moving forward with the General plan, does not add additional costs and will allow the project to be done better and sooner. Mayor Rubio invited comments on the item and had no requests to speak.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Jason Campbell and passed by the following vote the City Council adopted Resolution 18-34 authorizing

an amendment to the contract with Raimi and associates for additional services for the general plan update and revising the zoning ordinance.

RESULT: **Approved**

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

NOES: None

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

No comments were made.

12. ADJOURNMENT

On motion, the meeting was adjourned at 11:28 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: May 17, 2018

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE & RECOMMENDATION

It is requested that the City Council approve and file the accounts payable and wired payments made during the period of April 21, 2018 through May 4, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of April 26, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,188,215.04.

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:

- \$13,263.39 to California-American Water for City water consumption; April, 2018.
- \$11,326.60 to California Coast Uniforms for 8 U.S. Armor Enforcer 6000 Series uniforms for the Seaside Police Department.
- \$29,898.80 to Gold Coast Armory for ammunition for the Seaside Police Department.
- \$21,606.00 to Monterey County Convention & Visitor's Bureau for jurisdiction improvement investment; FY 2017/18 Quarter 4 (Apr - Jun).

- \$10,251.69 to Monterey County Petroleum for gasoline for City vehicles; April, 2018.
- \$10,610.00 to Nichols Consulting Engineers for Seaside pavement management project update; 01/18/2018 - 06/20/2018.

The remaining checks, totaling \$97,696.99 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

There is no additional fiscal impact with this item.

ATTACHMENTS

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: May 17, 2018

**SUBJECT: CONSIDER ADOPTION OF A RESOLUTION APPROVING
GARBAGE COLLECTION RATES FOR FISCAL 2018-2019**

PURPOSE & RECOMMENDATION

The purpose of this item is to give the City Council the opportunity to consider and approve a resolution approving the GreenWaste rate adjustments as follows: +5.4% for residential services; +3.7% for commercial customers; and +2.2% for roll off services.

BACKGROUND

The City of Seaside's Franchise Agreement with GreenWaste Recovery was effective May 1, 2015. The Agreement provides for the following, related to the adjustment of rates:

1. Rates are to be adjusted annually throughout the term of the agreement, using various inflationary indices, actual tonnage, and changes in the tipping fees at the Monterey Regional Waste Management District, or the City or GWR may request a cost-based review two times during the term of the contract (as defined in Exhibit E2 to the Franchise agreement).
2. The City and GWR may mutually agree upon alternative approaches to structuring rates without amendment to the agreement (Section 8.2.D)

GreenWaste Recovery submitted a proposed rates increase to the City in May. As outlined in our Franchise Contract Compliance and Management Agreement, Rob Hilton of HF&H provided a review of the proposed increases.

The review included:

1. A review of GWR's rate request for completeness and compliance with the procedures contained in Exhibit E1 of the Agreement.
2. A review of GWR's rate request for mathematical accuracy and logical consistency to

determine that the rate request is mathematically correct, and that the rate request is internally consistent and that any summary schedules agree to the supporting schedules and worksheets.

3. Verification of the inclusion of the franchise fee calculation in the adjustment.
4. Verifying contract compliance with regard to:
 - A) The indices used in the adjustment;
 - B) The weighting of those indices;
 - C) The tip fees reported for the disposal/processing components of the rates;
 - D) The use of quarterly-reported tonnage data and allocations among agencies.

The methodology appears reasonable and consistent with standard practices within the industry.

- E) Any changes in governmental fees on the fee component of the rates.

The HF&H review has determined that the rate adjustments are appropriate under the current Franchise Agreement, therefore staff is recommending approval of the following rate adjustments:

- +5.4% for residential customers
- +3.7% for commercial customers
- +2.2% for roll off debris boxes

These rates are included in the attached resolution.

The weighted components of this year's rate adjustments include: labor costs of 0.6%, fuel costs of 0.0%, CPI of 2.3%, and a tipping fee increase of 10.7%, pending Monterey Regional Waste Management District Board approval.

FISCAL IMPACT

The fiscal impact of the proposed rate adjustments would have a minor impact to the franchise fees received by the City's General Fund.

ATTACHMENTS

1. Garbage Rate Adjustment Resolution
2. Rates Effective July 1, 2018

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION No. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING ADJUSTMENTS TO THE MAXIMUM RATES TO BE CHARGED BY
GREENWASTE RECOVERY EFFECTIVE JULY 1, 2018
FOR COLLECTION OF FRANCHISED SOLID WASTE, RECYCLING, AND ORGANICS**

WHEREAS, the City of Seaside (City) entered into a franchise agreement with GreenWaste Recovery, Inc. (GWR) on June 19, 2014, for solid waste, recycling, and organics collection services beginning May 1, 2015; and,

WHEREAS, Section 8.2 of the franchise agreement requires and Exhibit E1 to the franchise agreement describes the process for an annual inflationary adjustment to maximum customer rates on July 1 of each year, based on agreed-upon cost indices, changes in tipping fees at the Monterey Regional Waste Management District, and the actual tonnage of materials collected by GWR; and,

WHEREAS, the application of the formulas required by the franchise agreement result in different rate increases for each and every service level; and,

WHEREAS, consistent with the provisions of Section 8.2.C of the franchise agreement, both the City and GWR have agreed on an alternative approach that adjusts rates by the same percentage for all customers within each sector of customers, thereby preserving the current relationship and structure of the rates within each sector to one another; and,

WHEREAS, City staff has reviewed GWR's calculation of the rate adjustments and finds the calculations to be accurate and consistent with the methodology and requirements of the franchise agreement; and,

NOW THEREFORE, the City Council of the City of Seaside hereby resolves to approve a 5.4% adjustment to all single-family residential maximum rates; a 3.7% adjustment to all commercial solid waste, recycling, and organics maximum rates; and, a 2.2% adjustment to all roll-off maximum rates authorized to be charged by GWR under the franchise agreement, effective July 1, 2018, in accordance with the rate schedule attached.

PASSED AND ADOPTED by the City Council of the City of Seaside California, this 17th day of May 2018, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Ralph Rubio
Mayor of the City of Seaside

ATTEST: _____
Lesley Milton, City Clerk

Note: All rates are monthly unless stated otherwise.

Residential Solid Waste Collection Rates			
Service Level	Solid Waste	Recycling	Organics
Curbside 32 Gallon	\$20.79	Included	Included
Curbside 64 Gallon	\$25.99	Included	Included
Curbside 96 Gallon	\$31.18	Included	Included
Low Income Rate	\$16.63	Included	Included
Senior Rate	\$10.01	Included	Included
Notes:			
See Exhibit B1 for specific service availability			
Vacation hold charge shall equal 75% of normal rate divided by 4, per week.			

Commercial/Multi-Family Solid Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
32-Gallon Cart	\$22.34	\$49.14	\$73.72	\$98.29	\$122.86	\$147.43
64-Gallon Cart	\$44.72	\$98.39	\$147.59	\$196.78	\$245.98	\$295.18
96-Gallon Cart	\$67.06	\$147.54	\$221.30	\$295.07	\$368.84	\$442.61
1-Cubic Yard Bin	\$88.44	\$190.46	\$280.97	\$355.38	\$443.82	\$516.37
2-Cubic Yard Bin	\$188.39	\$351.24	\$510.15	\$667.76	\$781.04	\$1,048.84
3-Cubic Yard Bin	\$276.82	\$508.08	\$703.70	\$990.65	\$1,224.85	\$1,511.51
4-Cubic Yard Bin	\$349.17	\$666.50	\$984.43	\$1,301.98	\$1,619.46	\$2,095.98
6-Cubic Yard Bin	\$506.01	\$952.96	\$1,505.30	\$1,836.29	\$2,508.94	\$3,010.90
8-Cubic Yard Bin	\$662.36	\$1,293.69	\$1,832.14	\$2,504.05	\$3,289.98	\$4,059.75
2-Cubic Yard Compactor	\$233.70	\$441.87	\$646.10	\$849.02	\$1,007.60	\$1,320.73
3-Cubic Yard Compactor	\$344.80	\$644.03	\$907.61	\$1,288.41	\$1,596.76	\$1,958.66
4-Cubic Yard Compactor	\$448.81	\$865.13	\$1,282.06	\$1,698.60	\$2,115.07	\$2,693.83

Commercial/Multi-Family Recycling Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$6.71	\$14.76	\$22.14	\$29.52	\$36.90	\$44.28
96-Gallon Cart	\$10.06	\$22.13	\$33.20	\$44.26	\$55.33	\$66.39
1-Cubic Yard Bin	\$13.27	\$28.57	\$42.15	\$53.31	\$66.57	\$77.46
2-Cubic Yard Bin	\$28.26	\$52.69	\$76.52	\$100.16	\$117.16	\$157.33
3-Cubic Yard Bin	\$41.52	\$76.21	\$105.55	\$148.60	\$183.73	\$226.73
4-Cubic Yard Bin	\$52.37	\$99.98	\$147.66	\$195.30	\$242.92	\$314.40
6-Cubic Yard Bin	\$75.90	\$142.94	\$225.79	\$275.44	\$376.34	\$451.64
8-Cubic Yard Bin	\$99.35	\$194.05	\$274.82	\$375.61	\$493.50	\$608.96
2-Cubic Yard Compactor	\$11.04	\$18.25	\$24.88	\$31.30	\$37.53	\$54.03
3-Cubic Yard Compactor	\$15.70	\$24.57	\$28.08	\$46.23	\$55.73	\$73.26
4-Cubic Yard Compactor	\$18.31	\$31.75	\$45.28	\$58.75	\$72.21	\$110.02

Commercial/Multi-Family Food Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$33.54	\$73.79	\$110.69	\$147.59	\$184.49	\$221.38
96-Gallon Cart	\$50.30	\$110.65	\$165.98	\$221.30	\$276.63	\$331.96
1-Cubic Yard Bin	\$66.33	\$142.84	\$210.73	\$266.54	\$332.86	\$387.28
2-Cubic Yard Bin	\$141.29	\$263.43	\$382.61	\$500.82	\$585.78	\$786.63

Commercial/Multi-Family Yard Trimmings Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$33.54	\$73.79	\$110.69	\$147.59	\$184.49	\$221.38
96-Gallon Cart	\$50.30	\$110.65	\$165.98	\$221.30	\$276.63	\$331.96
1-Cubic Yard Bin	\$66.33	\$142.84	\$210.73	\$266.54	\$332.86	\$387.28
2-Cubic Yard Bin	\$141.29	\$263.43	\$382.61	\$500.82	\$585.78	\$786.63
3-Cubic Yard Bin	\$204.95	\$376.16	\$520.98	\$733.43	\$906.82	\$1,119.05
4-Cubic Yard Bin	\$258.51	\$493.45	\$728.83	\$963.93	\$1,198.97	\$1,551.77
6-Cubic Yard Bin	\$374.62	\$705.53	\$1,114.45	\$1,359.50	\$1,857.50	\$2,229.13
8-Cubic Yard Bin	\$490.38	\$957.79	\$1,356.43	\$1,853.88	\$2,435.74	\$3,005.64

Roll-Off Collection Rates (Per Pull)				
	Material			
Service Level	MSW	REC	YT	C&D
10 YD	\$296.02	\$296.02	\$296.02	\$296.02
20 YD	\$429.26	\$429.26	\$429.26	\$429.26
30 YD	\$562.50	\$562.50	\$562.50	\$562.50
40 YD	\$695.74	\$695.74	\$695.74	\$695.74
31-40 YD R.O. Compactor	\$1,875.03	n/a	n/a	n/a
0-30 YD R.O. Compactor	\$1,059.35	n/a	n/a	n/a
Per Ton	\$72.94	-\$47.06	\$47.06	\$72.94

Additional Service Rates		
Service	Sector	Charge Per Event*
Cart Rental - All Sizes	RES	\$3.27
Cart Replacement	RES	\$65.50
Re-Delivery or Re-Start	RES	\$27.29
Cart Cleaning	RES	\$27.29
Non-Scheduled Collection	RES	\$20.74
Difficult to Service Cart	COM	\$1.09
Difficult to Service Bin	COM	\$3.27
Locking Bin	COM	\$54.58
Cart Replacement	COM	\$65.50
Cart Cleaning	COM	\$27.29
Bin Swap- Cleaning or Repainting	COM	\$81.87
Bulky - Recyclable	RES/COM	\$21.83
Bulky - Non Recyclable	RES/COM	\$27.29
Bulky - Event	RES/MFD	\$32.75
Covered Box	RO	\$81.87
Driver Time per Hour	RO	\$120.08
Dry Run or Relocation	RO	\$81.87
Extra Days	RO	\$27.29

*Note: Application of fees shall be as described in Franchise Agreement



**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: May 17, 2018

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM ACTION COUNCIL OF
MONTEREY COUNTY AND PALENKE ARTS ORGANIZATION TO
USE LAGUNA GRANDE PARK TO HOLD THEIR THIRD ANNUAL
PALENKE ARTS MUSIC FESTIVAL**

PURPOSE & RECOMMENDATION

The purpose of this item is to consider the request for a fee waiver by the Palenke Arts/Action Council in the amount of One Thousand Nine Hundred Fifty Two Dollars and Fifty Cent (\$1,952.50.)

BACKGROUND

The Action Council of Monterey County along with Palenke Arts Organization is proposing to hold their third Palenke Arts Music Festival event on June 03, 2018. The organization's mission is to educate and inspire the community of Seaside through the arts and is comprised of a community of multicultural interdisciplinary arts, performers, students, educators and community members who want to transcend their individual differences, and build a better community through the arts. The festival will be a celebration of the arts in Seaside. It will feature professional ensembles, such as the Latin Jazz Collective, student groups, such as the Monterey Jazz Festival All-Star High School Band, the Palenke Arts Choir and a Mariachi ensemble.

They are requesting a fee waiver to waive fees associated with this event, use of the dirt parking lot for parking and use of the city's stage. Palenke Arts Music Festival is open to the public and no fees will be charged. They can also provide their own insurance coverage.

This application was reviewed by the Special Event Committee. Their last request was submitted and approved at the May 18, 2017 City Council meeting.

FISCAL IMPACT

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

Special Event Application Fee	\$ 90.00
Laguna Grande Park Rental Fees	\$ 99.75
Park Deposit	\$ 162.75
<u>Public Works-Set-up and Breakdown</u>	<u>\$1,600.00</u>
TOTAL	\$1,952.50

Staff recommends that all fees be waived except the non-refundable portion of the park rental deposit in the amount of \$40.69 which goes in the park maintenance fund.

ATTACHMENTS

1. Palenke Arts Fee Waiver Request & Special Event Application 2018
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



City of Seaside
FEE WAIVER REQUEST

Name of Applicant Juan L. Sanchez Organization Palenque Arts
Address 1713 Broadway Ave, Seaside CA 93950
Street City State Zip
Home Phone 831-333-6612 Cell Phone same Email Address _____

Room(s) Requested Lakeside 1-2 (Laguna Grade)

Day(s) and Date(s) Requested June 3, 2018

Hours Requested (include set-up time) 8-5 Estimated Attendance 200

Description of Event 9. 3rd annual Palenque Arts Festival

Special Instructions or Equipment to Be Brought In Stage / electrical box

Reason for Requesting Fee Waiver

We would like to celebrate again an Arts Festival
open to the public

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

If so, what was the date of your event? June 4, 2017

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 90%

What is your organization's tax identification number? 770357101

Is organization able to provide liability insurance? yes

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

Applicant Signature [Signature] Date _____

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.**

SPECIAL EVENT APPLICATION

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

ORGANIZATION NAME Palunke Arts
MAILING ADDRESS 1713 Broadway Ave, Seaside
CONTACT NAME Juan Sanchez PHONE# 831-333-6612
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: juanlsanchez@hotmail.com

EVENT NAME: 3rd Ann. Palunke Arts Festival

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

Setup	Date	<u>6/3/18</u>	Time	<u>8 am</u>
Event Starts	Date	<u>6/3/18</u>	Time	<u>12 pm</u>
Event Ends	Date	<u>6/3/18</u>	Time	<u>4 pm</u>
Dismantle	Date	<u>6/3/18</u>	Time	<u>5 pm</u>

SITE LOCATION Laguna Beach (Lakeside)

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.

Our Palunke Arts Festival will feature performances by our student ensembles from Seaside schools and Red Bears and Rice

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for crowd control and internal security

Volunteers

NAME OF SECURITY ORGANIZATION (If required)

Please attach security contract.

SIGNS POSTED _____

OF PARTICIPANTS 200

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? _____

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

☐ OTHER

Federal ID# _____

Event Benifiting: _____

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

N/A

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

Volunteers will gather

PARKING ARRANGEMENTS:

Public Parking Needs

Need dirt lot open

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

Stage, electrical box and 2 tables requested

☐ 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.

T-Shirts

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?

Posters, social media, radio + print

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

no

OTHER PERTINENT INFORMATION OR SPECIAL REQUESTS

N/A

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

Permit Holder's Signature

Date

4/30/18

APPLICATION MUST INCLUDE:

Non-refundable Application Fee of \$90.00

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

Attach to application and mail to:

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

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

**Specific Event
Conditions of Approval**

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

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

PROVISIONS

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

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

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

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

Permit Holder's Signature

Title

Date

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

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

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

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

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

Date Signature of Permit Holder

.....
Administrative Use Only

Sign Off

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

Department Comments

Special Event application form
Revised February 18, 2014



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Scott Ottmar, Senior Engineer

DATE: May 17, 2018

**SUBJECT: APPROVE RESOLUTION AWARDING A CONTRACT TO
GARLAND/DBS, INC. THROUGH U.S. COMMUNITIES
GOVERNMENTAL PURCHASING ALLIANCE IN THE AMOUNT OF
THREE HUNDRED EIGHT THOUSAND EIGHT HUNDRED SIXTY
SIX DOLLARS (\$308,866) FOR CONSTRUCTION OF A NEW ROOF
AT THE OLDEMEYER CENTER.**

PURPOSE & RECOMMENDATION

The purpose of this items is for the City Council to consider appropriating \$308,806 from the General Fund reserve for Oldemeyer Center Roof Replacement project and awarding a contract to Garland/DBS, Inc. in the amount of Three Hundred Eight Thousand Eight Hundred Sixty Six Dollars (\$308,866) to install new roof at the Oldemeyer Center.

BACKGROUND

The Oldemeyer Center is a 26,000 square foot building built in 1978 and remodeled in the early 2000's. The building is open to the public daily from is 8:00 am to 5:00 pm and often stays open later for private party rentals, senior activities, and community meetings.

On April 9, 2018 Garland/DBS, Inc. submitted a quote for new roofing at the Oldemeyer Center. Scope of work includes replacing approximately 19,758 square feet of singles, replacing dry rot as needed, installing water proof base sheet and new shingles to match, installing heavy wind rakes and ridges, replacing all gutters with new aluminum metal internal drains and sealing all skylights. The scope includes a 30 year, no dollar limit warranty for the new roof.

The U.S. Communities Governmental Purchasing Alliance, herein referred to as U.S. Communities, was founded in 1996 as a partnership between the Association of School Business Officials, the National Association of Counties, the National League of Cities and the United

States Conference of Mayors. U.S. Communities is a leading national government purchasing cooperative, providing world class government procurement resources and solutions to local and state government agencies, school districts (K-12), higher education institutions, and nonprofits looking for the best overall supplier government pricing. The City of Seaside is a member of U.S. Communities.

Garland/DBS, Inc. is a leading manufacturer and distributor of high-performance solutions for the commercial building envelope. After successfully responding to a competitive bid process initiated by the Cobb County Board of Commissions (RFP attached), a U.S. Communities lead agency, Garland/DBS, Inc. was awarded a master services contract #14-5903 to provide roofing and waterproofing services to member agencies. This 3 year contract, issued under the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA Contract #14-5903, attached), became effective January 1, 2015. The contract allows for two, twelve month extensions. In accordance with the master services agreement, the contract term will expire on December 31, 2019.

Purchasing roofing through Garland/DBS, Inc. and the U.S. Communities contract has the following benefits:

- Turnkey single-source accountability in designing and installing complex roof projects
- Speedy implementation using pre-qualified local contractors
- Extended roof service life through timely repairs, maintenance, and restorations
- Over 200 locally based employee-owner representatives for personalized field support
- Best-practice processes to ensure your roofs meet or exceed their designed service life
- Quality-controlled manufacturing with our industry's lowest warranty adjustment rate
- Zero tolerance for material or labor-related deficiencies
- High-performance solutions for reduced life-cycle costs

Garland/DBS, Inc. proposal is based upon competitively-solicited pricing for the roofing and waterproofing materials and the installation services using local prevailing wages established by the state. Garland/DBS, Inc. proposal is based upon the lowest bid solicited from three local roofing contractors, shown in the table below.

Company Name	Base Bid
Legacy Roofing & Waterproofing	\$308,866
Western Roofing Service	\$522,346
Waterproofing Associates	\$534,578

Legacy Roofing & Waterproofing, with offices in Salinas, provided the lowest competitive bid in the amount of \$308,866. Scope of work requires contractor to register and directly report prevailing wages to the State of California, Department of Industrial Relations (DIR).

FISCAL IMPACT

The 2018/2019 budget programmed \$350,000 from the general fund for the Oldemeyer roof replacement. The roof is in poor condition. To prevent further damage, it is necessary to

replace at this time. It is appropriate for roofing projects to have a contingency of up to 15% to cover unknown damage to the roof's structural components. It is recommended to authorize the City Manager to execute any amendments such that the total contract amount does not exceed \$350,000.

ATTACHMENTS

1. Draft Resolution
 2. Garland Contract Oldymeyer 2018
 3. Cobb County RFP 2014
-

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

**AWARDING A CONTRACT TO GARLAND/DBS, INC THROUGH U.S. COMMUNITIES
GOVERNMENTAL PURCHASING ALLIANCE FOR AN AMOUNT NOT TO EXCEED THREE
HUNDRED EIGHT THOUSAND EIGHT HUNDRED SIXTY SIX DOLLARS (\$308,866) FOR
THE CONSTRUCTION OF A NEW ROOF AT THE OLDEMEYER CENTER AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT**

WHEREAS, Garland/DBS, Inc. successfully responded to a competitive bid solicitation by a U.S. Communities lead agency, Cobb County, in March of 2014, and

WHEREAS, Garland/DBS, Inc. was awarded a master services contract in January of 2015 for Roofing Supplies and Services, Waterproofing and Related Products and Services; and

WHEREAS, the contract was issued under the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA Contract #14-5903) for an initial three year term and two additional years; and

WHEREAS, Seaside is a member of the U.S Communities Governmental Purchasing Alliance; and

WHEREAS, staff has determined that the Oldemeyer Center roof and gutters are in poor condition and are in need of repair; and

WHEREAS, on April 9, 2018, a proposal was received from Garland/DBS, Inc. for replacing a portion of the roof and the gutters; and

WHEREAS, it is appropriate for roofing projects to authorize a contingency budget to repair unforeseen damage to the roof substructure in a timely manner.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council award a contract to Garland/DBS, Inc. under U.S. Communities Governmental Purchasing Alliance Contract #14-5903 for an amount not to exceed Three Hundred Eight Thousand Eight Hundred Sixty Six Dollars (\$308,866) for the replacement of a portion of the roof and gutters at the Oldemeyer Center and authorizing the City Manager to execute the contract.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City of Seaside City Council authorize the City Manager to execute written amendments to the Garland/DBS, Inc. contract such that the full value of the contract may not exceed Three Hundred Fifty Thousand Dollars (\$350,000).

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 17th day of May 2018 by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

**CITY OF SEASIDE
CONSTRUCTION SERVICES AGREEMENT
ROOF REPLACEMENT-OLDEMEYER CENTER**

This CONSTRUCTION SERVICES AGREEMENT ("Agreement"), is made and effective _____, 2018 by and between City of Seaside, a municipal corporation ("AGENCY"), and Garland/DBS, Inc., a corporation ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the construction of Oldeymeyer Roof Replacement (hereinafter "Project").

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

Contractor has agreed to provide all materials and services outlined under this Agreement in accordance with the U.S. Communities Governmental Purchasing Alliance Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, exhibit B, and all related documents, including Cobb County contract #14-5903 approved July 22, 2014, entitled "Roofing Supplies and Services, Water Proofing and Related Products and Services," Exhibit "D".

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the AGENCY, the Construction Manager, the Architect, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the AGENCY, the Construction Manager, or the Architect on account of delay, hindrance, interference or other events caused by a separate contractor.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the AGENCY or Construction Manager, if a Construction Manager is employed by AGENCY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all individual Prime Contractors to the AGENCY comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within 90 consecutive calendar days.

III. THE CONTRACT SUM

The AGENCY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, a sum not to exceed Three Hundred Eight Thousand Eight Hundred Sixty Six Dollars (\$308,866).

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the AGENCY'S Construction Manager by the CONTRACTOR and Certificates for Payment issued by the AGENCY'S Construction Manager, the AGENCY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. RETENTION OF SECURITIES

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the CONTRACTOR.

VI. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by AGENCY, and hold harmless AGENCY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the AGENCY. Should conflict of interest principles preclude a single legal counsel from representing both AGENCY and CONTRACTOR, or should AGENCY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the AGENCY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the AGENCY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of AGENCY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY for liability attributable to the active negligence of AGENCY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where AGENCY is shown to have been actively negligent and where AGENCY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of AGENCY.

VII. PREVAILING WAGES

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Monterey County. Wage rates shall conform with those

available at California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov> and posted at Project site.

- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 2. Section 1777.4 - Apprenticeship Requirements.
 3. Section 1777.5 - Apprenticeship Requirements.
 4. Section 1813 - Penalty for Failure to Pay Overtime.
 5. Sections 1810 and 1811 - Working Hour Restrictions.
 6. Section 1775 - Payroll Records.
 7. Section 1773.8 - Travel and Subsistence Pay.
- C. The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

VIII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the AGENCY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IX. CERTIFICATIONS

- A. Not Applicable

X. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the AGENCY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Architect.

XI. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from AGENCY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the AGENCY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the AGENCY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the AGENCY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the AGENCY, or the CONTRACTOR shall pay the AGENCY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the AGENCY.

XII. INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

- A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR 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.

General liability insurance. CONTRACTOR 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, and a \$2,000,000 completed operations aggregate. 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. CONTRACTOR 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 CONTRACTOR 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.

Umbrella or excess liability insurance. [Optional depending on limits required] CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance 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, automobile 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 in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence 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.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR 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.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder's risk insurance. Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the AGENCY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements

Proof of insurance. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR 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.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements 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 CONTRACTOR or AGENCY will withhold amounts sufficient to pay premium from CONTRACTOR 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 VII (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 CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR 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). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONTRACTOR 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 CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. CONTRACTOR 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, 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 CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise requirements. 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 CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR'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. CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR 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.

XIII. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XIV. REGISTRATION REQUIREMENTS

Pursuant to Section 1771.1(a) of the Labor Code:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the AGENCY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XV. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of Ohio, and that Frank Percaciante, whose title is Controller, is authorized to act for and bind the corporation.

XVI. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XVII. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the AGENCY in writing of any:
 - 1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site differing from those indicated.
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the AGENCY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the AGENCY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the AGENCY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the

CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVIII. LIQUIDATED DAMAGES

Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the AGENCY will suffer damage. It is therefore agreed that the CONTRACTOR shall pay to the AGENCY the sum of One Thousand Dollars (\$1,000.00) for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

CONTRACTOR expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the CONTRACTOR does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the AGENCY accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the CONTRACTOR further agrees that the AGENCY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under the Agreement. This Article does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the AGENCY's ability to seek other damages.

XIX. CLAIM PROCEDURES UNDER PUBLIC CONTRACT CODE SECTION 9204

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the AGENCY under this Agreement.

XX. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

1. Scope of Work, Exhibit "A"
2. U.S. Communities Governmental Purchasing Alliance Master Intergovernmental Cooperative Purchasing Agreement (MICPA), Exhibit "B"
3. Proposal submitted by the Contractor, Exhibit "C"
4. U.S. Communities contract 14-5903, Exhibit "D"

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XXI. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

CONTRACTOR

Garland/DBS, Inc.

AGENCY

City of Seaside

By: 
Frank A. Percaciant

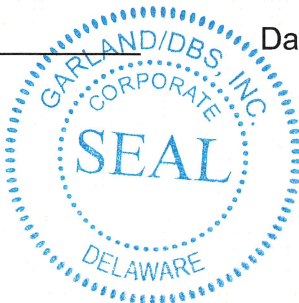
By: _____
Craig Malin

Title: Controller

Title: City Manager

Date: 5-2-2018

Date: _____



CITY OF SEASIDE
OLDEMEYER ROOF REPLACEMENT
986 HILBY AVENUE, SEASIDE

Scope of Work

- I. Sloped Roof Replacement
 - a. Replace approximately 19,758 square feet of shingles.
 - i. Tear off roof to wood decking. Properly dispose of waste roof material.
 - ii. Replace dry rot as needed.
 - iii. Install water proof base sheet and new dimensional shingles to match existing.
 - iv. Install heavy wind rakes and ridges
 - b. Replace all gutters with new aluminum metal internal drains.
 - i. Include installation of 3"x3" aluminum nosing
 - c. Seal all skylights.
- II. Mansard Siding Replacement
 - a. Remove and replace any dry rot in mansard siding.
 - i. Only portions of mansard with dry rot.

This is a prevailing wage contract. Contractor must be registered with the State of California, Department of Industrial Relations.



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Seaside
Oldemeyer Roof Replacement
986 Hilby Avenue
Seaside, CA 93955

Date Submitted: 04/30/2018
Proposal #: 25-CA-180283
MICPA # 14-5903
California General Contractor License #: 949380

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This budget/estimate should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

Scope of Work: BASE BID

1. Remove ENTIRE shingle roof to the wood deck and dispose.
2. Repair dry rot as needed per proposal cost.
3. Install new aluminum internal gutters lined with SolarBrite KEE fully adhered.
4. Install new 3"x3" nosing, aluminum.
5. Install new HPR Aquashield self adhering underlayment over the existing wood deck.
6. Install 120 MPH rated, 30 year warranty dimensional composition shingles with high wind rated rakes and ridges.
7. Remove and replace any dry rot in the mansard siding.

BASE BID - Line Item Pricing

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
	Sloped Roof Replacement				
	RS Means - 070505103170 Selective demolition, thermal and moisture protection, roofing, asphalt shingles, 1 layer	\$ 1.07	19,758	SF	\$ 21,141

Exhibit C

16.13	INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS: INSTALL NEW DIMENSIONAL SHINGLE ROOF SYSTEM - New Dimensional Shingle Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	\$ 5.27	19,758	SF	\$ 104,125
	Metal Stretch-Out: .040 Aluminum Coping Cap with Four (4) Bends	\$ 18.30	250	LF	\$ 4,575
	Metal Stretch-Out: .040 Aluminum Internal Gutter with Four (4) Bends	\$ 11.44	640	LF	\$ 7,322
	Sub Total Prior to Multipliers				\$ 137,162
PWM	Prevailing Wage Multiplier - Monterey County, CA Roofer = \$59.03	29.30%		%	\$ 36,703
22.11	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - LIMITED / OBSTRUCTED / DIFFICULT ROOF ACCESS Multiplier Applied when Access to the Roof is Limited to Specific Entry Points, Equipment & Materials Cannot be Lifted by Crane on the Roof, or Access is Dependent Upon Road Closure	30.00%		%	\$ 41,149
22.32	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF IS CONSIDERED NON-STANDARD ARCHITECTURE OR HAS GREATER THAN 8/12 SLOPE Multiplier Applied when Roof Area is not Boxed-Shaped, Contains Multiple Sharp Angles and/or Curves, or the Roof has a Greater than 8/12 Slope, Very Steep.	70.00%		%	\$ 96,014
	Sub-Totals After Multipliers				\$ 311,027

BASE BID:

Total Maximum Price of Line Items under the MICPA: \$ 311,027

Proposal Price Based Upon Market Experience: \$ 308,866

Garland/DBS Price Based Upon Local Market Competition (BASE BID):

Legacy Roofing & Waterproofing	\$ 308,866
Western Roofing Service	\$ 522,346
Waterproofing Associates	\$ 534,578

Unforeseen Site Conditions

Plywood Deck Replacement, Dry Rot Removal & Replacement	\$ 171.00	4'x8' Sheet
Mansard Wood Siding Dry Rot Removal & Replacement	\$ 22.80	per Sq. Ft.

Exhibit D

MASTER AGREEMENT

(CONTRACT)

Reference No. 14905

Scanned Date: _____

PAGE 1 OF 1

DATE: _____

MASTER AGREEMENT

OWNER: COBB COUNTY BOARD OF COMMISSIONERS

100 CHEROKEE STREET

MARIETTA, GA 30060

CONTRACTOR: GARLAND/DBS, INC.

3800 EAST 91ST STREET, CLEVELAND

OHIO 44105

WORK: **ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES:**
The undersigned parties understand and agree to comply with and be bound by the entire contents of Scaled Bid # 14-5903
: **ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES**
PROJECT MANUAL (aka, the Contractor's Bid Proposal submitted March 27, 2014) which is incorporated here in by reference. Contractor understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the owner at the time of each renewal term if Owner chooses to renew. Bonds and insurance shall be written by a firm acceptable to the Owner as specified in the Project Manual.

TERM: January 1, 2015 to December 31, 2017, with full renewal options per the Project Manual. Owner shall exercise renewal options by issuance and delivery to Contractor of a written notice to renew this Agreement.

PROJECT: **ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES** in accordance with the Project Manual.

PRICE: Price as stated for all schedules included in the Project Manual.

BILLING: All original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for Work completed during the period covered by the invoice and shall clearly identify such work in accordance with invoicing guidelines in the Project Manual.

IN WITNESS WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.



Cobb County Board of Commissioners

Cobb County...Expect the Best!

Garland /DBS, Inc.

100 Cherokee Street

East 91st Street

Marietta, GA 30060

Cleveland, Ohio 44195

Tim Lee, Chairman

DAVID SOKOL, PRESIDENT
Date: 08/28/2014

Date: 9/22/2014

FEDERAL TAX ID NUMBER: 27-0288466



APPROVED AS TO FORM

COUNTY ATTORNEY'S OFFICE

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
7/22/2014

CONTRACT AMENDMENT
Sealed Bid # 14-5903

Date of Amendment: April 6, 2015

Owner: Cobb County Board of Commissioners, Cobb County, Georgia
Contractor: Garland/DBS, Inc.
Project: Roofing Supplies and Services, Waterproofing and Related Products and Services

Current Contract Term: January 1, 2014 to December 31, 2017

This action amends the current contract dated September 22, 2014, for Sealed Bid # 14-5903. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope. This price and payment constitutes full compensation for all costs in connection with and incidental to items and services specified in the Contract.

Item # 1: Verification of Contract Scope – Waterproofing and Related Products and Services

This amendment serves as confirmation that Waterproofing and Related Products and Services were solicited under the original contract scope for Bid # 14-5903. Materials related to waterproofing and related services were listed in the Pricing section (Attachment B) of the solicitation document and Garland/DBS, Inc. provided unit prices for these items in their bid response. It was the intent of Bid # 14-5903 to include these items so that Cobb County, GA and other governmental entities could utilize the contract for roofing related waterproofing projects, as well as, interior and exterior building stand-alone waterproofing projects.

ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

OWNER

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

Signed: Joe Terrence

Title: Purchasing Director

Date: 4/07/2015

CONTRACTOR

Garland/DBS, Inc.
3800 East 91th Street
Cleveland, Ohio 44105

Signed: Frank A. Perciante

Title: FRANK A. PERCIANTE

Date: 04/07/2015

CONTROLLER+

AUTHORIZED SIGNER

CONTRACT AMENDMENT
Sealed Bid # 14-5903

Date of Amendment: August 4, 2015

Owner: Cobb County Board of Commissioners. Cobb County, Georgia
Contractor: Garland/DBS, Inc.
Project: Roofing Supplies and Services, Waterproofing and Related Products and Services

Current Contract Term: January 1, 2014 to December 31, 2017

This action amends the current contract dated September 22, 2014, for Sealed Bid # 14-5903. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope. This price and payment constitutes full compensation for all costs in connection with and incidental to items and services specified in the Contract.

Item # 1: Approval of Price Increase

This amendment serves as confirmation that Cobb County Government has approved an average price increase of 1.3% on the total product line for materials listed under Garland/DBS, Inc.'s Manufacturer's Price Lists. This increase will be retroactive to May 1, 2015.

Prices for roofing supplies and services, waterproofing, and related products and services (Attachment B) currently posted on the U.S. Communities website will remain unchanged. Barring any unforeseen changes in market conditions, all prices will remain firm through December 31, 2016.

ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

OWNER

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

Signed: *Joe Tommie*

Title: *Purchasing Director*

Date: *08/06/2015*

CONTRACTOR

Garland/DBS, Inc.
3800 East 91th Street
Cleveland, Ohio 44105

Signed: *Frank Perdomante*

Title: *FRANK PERDOMANTE* ^{AUTHORIZED} *CONTROLLED + SIGNER*

Date: *08/05/15*



**COBB COUNTY
PURCHASING DEPARTMENT**

100 Cherokee Street, Suite 260
Marietta, Georgia 30090
phone: (770) 528-8400 • fax: (770) 528-8428

William J. Tommie Jr., CPPO
Purchasing Director

May 3, 2017

Mr. Frank Percaciante
Garland/DBS
3800 East 91st Street
Cleveland, Ohio 44105

Dear Frank:

Please accept this letter as confirmation of Cobb County Government's intent to extend the current US Communities contract for Roofing Supplies and Services, Waterproofing, and Related Products and Services for an additional one year period. The effective date of the contract extension will commence on January 1, 2018 and end on December 31, 2018.

All products and services provided under the contract will continue to be in accordance with pricing, and terms and conditions set forth in Bid # 14-5903 and any subsequent contract amendments.

Sincerely,

William J. Tommie Jr., CPPO
Purchasing Director

Equal Opportunity Employer

Cobb County...Expect the Best!
www.cobbcounty.org

CONTRACT AMENDMENT
Sealed Bid # 14-5903

Date of Amendment: May 18, 2017

Owner: Cobb County Board of Commissioners. Cobb County, Georgia
Contractor: Garland/DBS, Inc.
Project: Roofing Supplies and Services, Waterproofing and Related Products and Services

Current Contract Term: January 1, 2017 to December 31, 2017

This action amends the current contract dated September 22, 2014, for Sealed Bid # 14-5903. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope. This price and payment constitutes full compensation for all costs in connection with and incidental to items and services specified in the Contract.

Item # 1: Approval of Price Increase

This amendment serves as confirmation that Cobb County Government has approved an average price increase of 3.78% on the total product line for materials listed under Garland/DBS, Inc.'s current Manufacturer's Price Lists. This increase will be retroactive to February 2, 2017.

Prices for roofing supplies and services, waterproofing, and related products and services (Attachment B) currently posted on the US Communities website will remain unchanged. Barring any unforeseen changes in market conditions, all prices will remain firm through December 31, 2017.

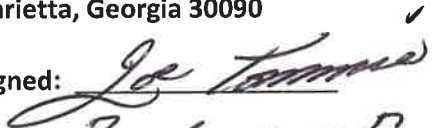
Item # 2: Product Line Addition

This amendment serves as confirmation that Cobb County Government has approved the addition of a line of water proofing products supplied by Urethane Polymers International, a Garland Industries subsidiary. UPI products listed on the revised price proposal sheet will be available under this Master Agreement and prices shall remain firm through December 31, 2017.

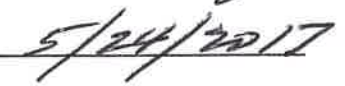
ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

OWNER

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

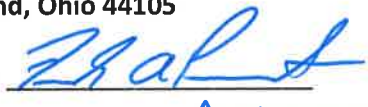
Signed: 

Title: 

Date: 

CONTRACTOR

Garland/DBS, Inc.
3800 East 91th Street
Cleveland, Ohio 44105

Signed: 

Title:  **AUTHORIZED**
CONTROLLER & SIGNER

Date: 

CONTRACT AMENDMENT
Sealed Bid # 14-5903

Date of Amendment: April 24, 2018

Owner: Cobb County Board of Commissioners, Cobb County, Georgia
Contractor: Garland/DBS, Inc.
Project: Roofing Supplies and Services, Waterproofing and Related Products and Services

Current Contract Term: January 1, 2018 to December 31, 2018

This action amends the current contract dated September 22, 2014, for Sealed Bid # 14-5903. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope. This price and payment constitutes full compensation for all costs in connection with and incidental to items and services specified in the Contract.

Item # 1: Approval of Price Increase

This amendment serves as confirmation that Cobb County Government has approved an average price increase of 3.10% on the total product line for materials listed under Garland/DBS, Inc.'s current Manufacturer's Price Lists. This increase will be retroactive to March 15, 2018.

Prices for roofing supplies and services, waterproofing, and related products and services (Attachment B) currently posted on the US Communities website will remain unchanged. Barring any unforeseen changes in market conditions, all prices will remain firm through December 31, 2018.

Item # 2 - Contract Extension

The County will exercise its option to extend the current contract for an additional one year period. The effective date of the contract extension will commence on January 1, 2019 and end on December 31, 2019.

ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

OWNER

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

Signed: Joe Tommie
Title: Purchasing Director
Date: 4/30/2018

CONTRACTOR

Garland/DBS, Inc.
3800 East 91th Street
Cleveland, Ohio 44105

Signed: Frank A. Percacian
Title: FRANK A. PERCACIANTE
CONTROLLER & AUTHORIZED CONTRACTORS
Date: 04/27/2018



COBB COUNTY PURCHASING DEPARTMENT
100 Cherokee Street, Suite 260
Marietta, Georgia 30090
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.purchasing.cobbcountyga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids MUST be received at the Cobb County Purchasing Department.

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

COBB COUNTY PURCHASING DEPARTMENT
100 Cherokee Street, Suite 260
MARIETTA, GA 30090

All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope WILL NOT be considered.

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below MUST be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
▶ Official Signature is required on this form guaranteeing the quotation.
- **CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A**
▶ Affidavit MUST be signed, notarized and submitted with any bid requiring the performance of physical services.
If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.
- **BID BOND – Not Required**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “SEALED BID LABEL” has been enclosed to affix to your bid. This label MUST be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

ADVERTISEMENT FOR BIDS

Cobb County Purchasing Department
100 Cherokee Street, Suite 260
Marietta, Georgia 30090

BID OPENING DATE: March 13, 2014

Sealed bids from qualified contractors will be receive before 12:00 NOON, **March 13, 2014** in the Cobb County Purchasing Department, 100 Cherokee Street, Suite 260, Marietta, Georgia 30090 for furnishing all labor, materials, equipment, appliances, etc. pursuant to the plans, specifications, condition and addenda.

No bids will be accepted after the 12:00 noon deadline

Sealed Bid # 14 – 5903

**Roofing Supplies and Services, Waterproofing and Related Products and Services
Cobb County Purchasing Department**

Pre-Bid/Proposal Meeting: February 25, 2014 @10:00 A.M. Eastern Standard Time

Cobb County Parks and Recreation/Records Management Department
1772 County Services Parkway, 2nd Floor
Marietta, GA 30008

Bids are opened at 2:00 p.m. in the Cobb County Board of Commissioners Room, 2nd Floor, 100 Cherokee Street, Marietta, Georgia 30090.

Performance Bond and Labor and Material Payment Bond, or other security instruments as allowed by law each in will be required of the successful bidder. Bonds must be written by a surety company licensed to do business in the State of Georgia, have a “Best’s” rating of “A” or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bonds limits equal to or in excess of those required for this project; otherwise acceptable to the owner.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the “performance of physical services” in order to be considered.

No proposal may be withdrawn for a period of one hundred twenty (120) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.purchasing.cobbcountyga.gov.

Advertise: February 14, 21, 28, 2014
March 7, 2014



BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:

Cobb County Purchasing Department
100 Cherokee Street, Suite 260
Marietta, Georgia 30090

BID/PROJECT NUMBER: 14-5903

**Roofing Supplies and Services, Waterproofing and Related Products and Services
Cobb County Government**

**DELIVERY DEADLINE: MARCH 13, 2014 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

Bid Opening Date: March 13, 2014@ 2:00 P.M. in the Cobb County Board of Commissioner Meeting Room, 2nd Floor, Marietta, Georgia, 30090.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: _____

Contact name: _____

Company address: _____

E-mail address: _____

Phone number: _____ Fax number: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **14-5903** is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 60 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:

Cobb County Purchasing
100 Cherokee Street, Suite 260
Marietta, GA 30090

SEALED BID #14-5903 DATE: MARCH 13, 2014

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Roofing Supplies and Services, Waterproofing
and Related Products and Services

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
100 Cherokee Street, Suite 260
MARIETTA, GA 30090

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
CobbCounty Purchasing Department

"STATEMENT OF NO BID"

SEALED BID NUMBER #14-5903

**Roofing Supplies and Services, Waterproofing and Related Products and Services
Cobb County Government**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 100 Cherokee Street, Suite 260, Marietta, GA. 30090 -Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes_____ No _____

Please PRINT the following:

Company Representative
You are invited to list reasons for your decision not to bid: _____



Cobb County...Expect the Best!

INVITATION TO BID

SEALED BID # 14-5903

Roofing Supplies and Services, Waterproofing and Related Products and Services

BID OPENING DATE: MARCH 13, 2014

PRE-PROPOSAL CONFERENCE: FEBRUARY 25, 2014 @ 10:00 AM Eastern Standard Time

Cobb County Parks and Recreations/Records Management

1772 County Services Parkway, 2nd Floor

Marietta, GA 30008

Bids Are Received In the Cobb County Purchasing Department

100 Cherokee Street, Suite 260

Marietta, Georgia 30090

Before 12:00 (Noon) By the Bid Opening Date

Bids Will Be Opened In the Cobb County Board of Commissioner Meeting Room at 2:00 pm

2nd Floor, 100 Cherokee Street

Marietta, GA 30090

**Vendors Are Required To Submit the Original And Two (2) Hard Copies and Ten (10) Copies On
Flash Drive of Bid**

(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

BY COBB COUNTY GOVERNMENT

FOR

**ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED
PRODUCTS AND SERVICES**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

Invitation to Bid -Sealed Bid #14-5903

U.S. COMMUNITIES OVERVIEW

1. MASTER AGREEMENT

Cobb County, Georgia (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES (herein “Products and Services”).

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

2. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Institute of Governmental Purchasing (NIGP), the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO) and the United States Conference of Mayors (USCM) (herein “National Sponsors”).

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each [Advisory Board Member](#) is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

North Carolina State University, NC
City of Los Angeles, CA
Cobb County, GA
Denver Public Schools, CO
Fresno Unified School District, CA
City and County of Denver, CO
Emory University, GA
Fairfax County, VA
Harford County Public Schools, MD
City of Kansas City, MO

Auburn University, AL
City of Houston, TX
Los Angeles County, CA
Maricopa County, AZ
Miami-Dade County, FL
Salem-Keizer School District, OR
San Diego Unified School District, CA
City of Seattle, WA
Great Valley School District, PA
Auburn University, AL

U.S. COMMUNITIES OVERVIEW

Hennepin County, MN
Collier County Public Schools, FL
Port of Portland, OR
Prince William County Schools, VA

City of San Antonio, TX
Orange County, NY
City of Chicago, IL

Participating Public Agencies

Today more than 61,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.4 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Cobb County, GA is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in the U.S. Communities Information Section.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Cobb County, Georgia and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2012 purchased more than \$135 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.

U.S. COMMUNITIES OVERVIEW

- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Marketplace

U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals.

U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

SCOPE OF WORK AND QUALIFICATIONS

Cobb County, hereinafter referred to as the County, desires to solicit sealed proposals to establish a cooperative contract for ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations

Bids shall be received before **12:00 noon on March 13, 2014** at the Cobb County Purchasing Department located at 100 Cherokee Street, Suite 260, Marietta, Georgia, 30090. **Bids received after this time will not be considered.**

Bidders are to submit one (1) original, two (2) hard copies and ten (10) thumb drives to the Cobb County Purchasing Department.

Written inquiries regarding this Invitation to Bid must be addressed to:

Cobb County Purchasing Department

100 Cherokee Street, Suite 260

Marietta, GA 30090

Fax: 770-528-1154

Email: purchasing@cobbcounty.org

Deadline for question submittal is March 4, 2014 by 5:00 pm.

PRE-BID MEETING

A Pre-Bid Conference will be held on February 25, 2014 at 10:00 am at the Cobb County Parks and Recreations/Records Management located at 1772 County Services Parkway, Marietta, GA 30008.

OBJECTIVES

1. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
2. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
3. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
4. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
5. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
6. Provide Participating Public Agencies with environmentally responsible products and services.

SCOPE OF WORK AND QUALIFICATIONS

GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Suppliers that are nationally recognized and qualified are expected to propose the broadest possible selection of roofing systems and services, waterproofing products and related products and services that they offer commercially. The intent of this ITB is to provide Participating Public Agencies with turn-key solutions to meet their various roofing needs. Therefore, the supplier must demonstrate that it has sufficient experience in providing and installing roof systems, roofing services and other related services. The supplier must demonstrate in its response that it possesses the necessary qualifications, including financial stability, references, bonding, materials, equipment, and labor to Participating Public Agencies. The Master Agreement shall be available to Participating Public Agencies who wish to purchase roofing products separately, roofing installation services separately, or any combination of products and services together.

TERM

1. Contract Period:

Contract awarded as a result of bids submitted under this Sealed Bid shall extend from the date of award for a period of thirty-six (36) full months.

Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

2. Pricing:

Prices shall remain fixed for the first twelve (12) months of the Master Agreement term. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial twelve (12) months. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changes to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s).

Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must be received in writing by the Cobb County Purchasing Department thirty (30) days prior to the expiration of the original contract term. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturers' or distributors' level shall be reflected in a reduction of the contract price(s) to Cobb County retroactive to the effective date of the price reduction(s).

SCOPE OF WORK AND QUALIFICATIONS

3. Option to Extend the Term of Contract:

Contract is renewable, at the option of Cobb County Government, and upon written agreement by the vendor. However the total duration of the contract, including the exercise of any options, shall not exceed five (5) years (initial thirty-six (36) month period and two (2) additional twelve (12) month extension periods).

QUALIFICATION CRITERIA

1. QUALIFICATIONS FOR U.S. COMMUNITIES NATIONAL CONTRACT

- 1.1. Bidders are required to provide Supplier Information in U.S. Communities Information Section of this Invitation to Bid.
- 1.2. Bidders are required to complete the Supplier Worksheet for National Program Consideration in U.S. Communities Information Section of this Invitation to Bid.
- 1.3. Bidders are required to sign, unaltered the Administration Agreement in the U.S. Communities Section of this Invitation to Bid and provide as a part of their bid response.

2. LICENSE TO PERFORM WORK

- 2.1. Bidders must have a roofing or general contractor's license from the State of Georgia to perform the work as described in this Invitation to Bid. Bidders must provide evidence of such license.

3. EXPERIENCE

- 3.1. Bidders must provide a work history that describes their experience in providing labor, supervision, materials, equipment, tools, transport, supplies and installation services for roofing, waterproofing and related products.
- 3.2. Bidders must have a minimum of five years' experience in North America and must have successfully delivered, installed and completed 2 turn-key roofing or waterproofing projects for public agencies in 25 states within the previous 24 months where each of the final contract amounts exceeded \$50,000. Bidders shall provide this information (2 turn-key projects each for 25 states, totaling 50 projects) in Attachment A. Cobb County reserves the right to check references other than those submitted.

4. PAST PERFORMANCE

Bidders are required to submit with their bid package detailed descriptions of the following performance criteria:

SCOPE OF WORK AND QUALIFICATIONS

- 4.1. Business Operations Plan should include, but not be limited to: A detailed description of the business or service offered, how the business functions on a continuing basis (short and long term projects), quality of relevant services, steps taken to adhere to project budgets, any problems encountered and how they were handled (if any). Include an explanation of any roof failures and how they were resolved.
- 4.2. Describe your firm's history of customer relationships with previous public sector customers (not including the Federal Government).
- 4.3. The ability to meet set schedules with minimal disruption in service.
- 4.4. Provide the safety record of your firm for the past five years.

5. PROJECT MANAGEMENT ABILITY

- 5.1. Bidders are required to describe their firm's plan to manage the Master Agreement. Explain how your firm would intend to staff and operate the project. Present your project management procedures and staffing in the following order:
 - 5.1.1. Provide an organizational chart stating job titles, responsibilities and number of years of experience for each person. Identify the principals, supervisory staff and project superintendent to be assigned to the Master Agreement. Identify a key employee and alternate, one of which shall be on-call at all times, throughout an awarded contract period. Bidders must also include in their bid submission, the procedures by which key personnel assigned to a potential contract can be reached by the Lead Public Agency prior to and after the Master Agreement has been awarded. All Bidders are required to submit with their bid package the resumes for the individuals identified.
 - 5.1.2. The Lead Public Agency shall be notified in writing, of any change to the list of key individuals identified in section 5.1.1 above. This notification must include a current resume of the individual's selected replacement. The replacement must meet all experience and other requirements set forth within this document.
- 5.2. Describe your company's customer service/public relations program, down to the frontline crews and including sub-contractors (if applicable). Include examples of all training provided to your employees.
- 5.3. Quality Control Procedures: Describe your firm's process for ensuring quality. State how a plan will be developed for the work performed for Participating Public Agencies. Describe any quality problems your firm has documented in the past five years.

SCOPE OF WORK AND QUALIFICATIONS

6. FINANCIAL STATEMENT

Bidders must show a recent history of financial solvency and provide the following:

- 6..1. Financial Statement: Attach a financial statement, independently certified, including the latest balance sheet and income statement (stating the accounting method used) and showing the following items:
 - 6.1.1. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).
 - 6.1.2. Net Fixed Assets.
 - 6.1.3. Other Assets.
 - 6.1.4. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
 - 6.1.5. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
 - 6.1.6. Name and address of firm preparing attached financial statement, and date thereof.
 - 6.1.7. State whether the Bidder has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify the date, circumstances, and resolution.
 - 6.1.8. State whether the Bidder is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify all relevant details.
 - 6.1.9. All Bidders must provide current credit rating information including latest Dun and Bradstreet report.

7. BONDING CAPACITY

Indicate your firm's maximum bonding capability. Bidders must be capable of securing a Performance Bond up to \$50,000,000. Bidders are required to provide a signed and notarized statement from a surety company authorized to transact business in all fifty (50) states.

8. EVALUATION CRITERIA

- 8.1. Bidders must provide all of the information required within the solicitation document to be eligible for qualification. The selection and advisory committee will review all submittals and evaluate the bids to determine if the Bidder meets all of the qualification criteria identified.
- 8.2. If a Bidder does not meet the minimum experience, past performance, project management, safety, state license and registration, it will be considered "non-responsible" and will not be considered further in the evaluation process.
- 8.3. Cobb County also emphasizes its intention not to award any contract to a bidder whose past

SCOPE OF WORK AND QUALIFICATIONS

performance shows its firm to be generally late in performance of roofing contracts.

- 8.4. The ability of the low bidder to provide the required bonds will not in and of itself establish the responsibility of the bidder.
- 8.5. Bidder must use subcontractor's license whose license was provided in the response to this qualification.
- 8.6. References may be contacted with the information contained in the Bid submittal. The relationship of the reference to the Bidder will be established and the title of the reference recorded. Any reference indicating the Bidder failed to perform, was difficult to work with, made unreasonable claims, or staffed the project with poorly qualified personnel may be basis for disqualification of a Bidder. Each reference will be questioned about the following:
- Bidder's overall performance
 - Any problems that developed while performing
 - Bidder's organization
 - How well the Supplier cooperated
 - Problems with roofing work
 - Adherence to established schedule
 - Quality and performance of Supplier's personnel, subcontractors and/or its agents

8.7. **ALTERNATIVE COSTING METHOD**

If a project requires goods and services that are not covered in the pricing schedule or if a product or service is required that is more appropriate to be custom designed and manufactured to meet an individual project site's conditions and/or provided for a unique application or project, the Supplier may use the alternative costing method as follows:

The Supplier will be required to:

Obtain three (3) written cost proposals from local providers;

- Use the most advantageous cost proposal;
- Apply the U.S. Communities discount as submitted on the Pricing Schedule; and
- All products and services falling under this category must be submitted in advance and approved by the Participating Public Agency prior to being included in any quote or proposal from the Supplier.

8.8. **PRICE LISTS FOR ADDITIONAL PRODUCTS**

The intent is to enter into a Master Agreement for a complete line of roofing systems, waterproofing systems, products and related services. Therefore, in addition to specific line items listed on the pricing schedules, bidders are encouraged to provide Manufacturer's Price Lists for additional related products including green products.

Bidders shall attach to the pricing schedule one copy of one price list or retail price sheet, clearly marking the column to which the discount is applied for each item listed. Manufacturer's Price Lists

SCOPE OF WORK AND QUALIFICATIONS

shall be the currently published National Standard Manufacturer's Price Lists. The supplier's Retail Price Sheets shall be the current Price Sheet at the time of bid submission. Bidders shall quote the percentage of discount from the Manufacturer's Price List or Retail Price Sheet cited above and shall furnish a copy of same with the bid submission. Discounts must be stated as a single percentage.

FAILURE TO PROVIDE THE MANUFACTURER'S PRICE LIST OR RETAIL PRICE SHEET MAY BE CAUSE FOR REJECTION OF THE BID.

When award is made, the successful Supplier shall furnish current catalogs and price lists which shall become a part of the contract. The Supplier's name and address shall appear on all catalogs and price lists. Where the price list shows more than one column of prices, Supplier shall clearly mark the column which represents its bid. If a fee or charge is to be made, it should be indicated on the Pricing Schedule.

The pricing schedules of those bidders deemed qualified in all respects pertaining to this Invitation for Bid will then be evaluated to determine the lowest responsive and responsible bid(s). The final basis for award will be the result of a sample project or projects based on your Pricing Schedule submitted at bid closing. Sample project(s) will be provided after bid opening.

COBB COUNTY GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

I. Preparation Of Bids

Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

Invitations to Bid issued by Cobb County are advertised on the Cobb County Internet site (www.purchasing.cobbcounty.ga.gov) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

Each bidder should state the time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received in writing by **5:00 pm on March 4, 2014** in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

Submit questions in writing to:
Cobb County Purchasing Department
100 Cherokee Street, Suite 260
Marietta, GA 30090
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.purchasing.cobbcounty.ga.gov. Receipt of addenda should be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all **applicable addenda prior to bid submittal**.

IV. Submission of Bids

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name

COBB COUNTY GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.** The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

If no items are bid on, the "Statement of No Bid" must be returned, with the envelope plainly marked "No Bid" including the bid number. Where more than one item is listed, any items not bid upon must be indicated "No Bid".

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. Withdraw Bid Due To Errors

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days (48 hours) after the conclusion of the bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid. Bid

COBB COUNTY GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Cobb County Purchasing Department of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request the withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

VI. Testing and Inspection

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of tests are determined. Cost of inspections and tests of any item, which fails to meet specifications, shall be borne by the bidder.

VII. F.O.B. Point

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of contract, for which the contractor is not the patentee, assignee or licensee.

IX. Bid, Pay, & Performance Bonds

A performance bond and a payment bond shall be furnished to Cobb County for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. The bonds shall be increased as the contract amount is increased.

XI. Insurance

A. Requirement:

COBB COUNTY GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- iii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
- iv. Professional Liability (Errors and Omissions) Coverage: \$1,000,000 combined single limit per occurrence is required, in the event a contractor is performing design, engineering or other professional services.
- v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
- vi. Builder's "All Risk" Insurance: In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lightning, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing,

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commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

i. General Liability, Automobile Liability, and Umbrella/Excess Insurance

- (a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
- (b) Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
- (c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (d) Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- (e) Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

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E. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Owner.

G. All Coverages

i. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County **insert department name and address**. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii) Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.

(iii) Failure of Insurers. The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form

H. Verification of Coverage

Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage

I. Subcontractors

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Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

XII. Award

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not be acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The County reserves the right to purchase the goods or services described herein from other sources. The Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.
2. The bid will be awarded to the in-state vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

The County reserves the right to award by line item to more than one vendor. The County reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the County is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the County.

Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

XIII. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered.

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On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIV. County Furnished Property

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XV. Reject And Withdraw Bids

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XVI. Contract

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered. The County's normal payment terms are net thirty (30) days after receipt of invoice.

The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Bid Documents, including, but not limited to, the costs of labor, supervision, travel, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes.

Upon receipt of a bid package, containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Cobb County requires all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Cobb County shall pay the contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

XVII. Non-Collusion

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other

COBB COUNTY GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

- vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVIII. Conflict of Interest, Etc.

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless other wise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

XIX. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in

COBB COUNTY GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

writing by the Purchasing Director, shall constitute contract default.

XX. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. Substitutions

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XXII. Ineligible Bidders

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the County. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

In compliance with the Americans With Disabilities Act (ADA), Cobb County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations.

XXIII. Alterations Of Documents

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXIV. Termination For Convenience

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXV. Inter-governmental Agreement

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of

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Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

XXVI. Indemnification and Hold Harmless

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXVII. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

COBB COUNTY GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND
CONDITIONS

XXVIII. Compliance with Georgia Security and Immigration Compliance Act

CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)

This affidavit must be signed, notarized and submitted with any proposal requiring the performance of physical services. If the affidavit is not submitted with the proposal, proposal will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit & Agreement (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public Commission Expires: _____

(Effective 9/20/2013 Supersedes All Previous Versions)

**COBB COUNTY GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND
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SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned subcontractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit & Agreement (EXHIBIT A-1) form prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public Commission Expires: _____

(Effective 9/20/2013 Supersedes All Previous Versions)

COBB COUNTY GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND
CONDITIONS
IMMIGRATION COMPLIANCE CERTIFICATION
(To be completed by Contractor and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

(Project Name/Description)

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public Commission Expires: _____

(Effective 9/20/2013 Supersedes All Previous Versions)

COBB COUNTY GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

XXIV. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

**COBB COUNTY GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND
CONDITIONS
EXHIBIT B**

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

CobbCounty Purchasing Department
Attn: Purchasing Director
100 Cherokee Street, Suite 260
Marietta, GA 30090
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Certification Number: _____

Name of Organization Certification _____

This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated
--

COBB COUNTY GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND
CONDITIONS

Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE)
Participation Report

All CobbCounty Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

***** Instructions *****

1. Contractor/Vendor is furnished the one-page ***DBE Monthly Participation Report*** with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

CobbCounty Purchasing Division

Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8(a)

COBB COUNTY GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND
CONDITIONS

Exhibit C

CobbCounty Government Disadvantaged Business Enterprise Participation
Monthly Report

Contractor/Vendor: Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments:Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor in AMS.

Submitted by: _____ Month Invoiced: _____
Name of Prime Contractor/Vendor From/To:

Cobb CountyProject Name: _____ Bid or P.O. Number: _____

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

Full Contracted Amount: \$_____ Payment amount requested at this time: \$_____

1. Are YOU, the Prime Contractor a DBE business? YES _____ NO _____
2. Are YOUR subcontractors DBE vendors? YES _____ NO _____

Please provide information below for each participating DBE subcontractor(s).

DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
			\$
			\$

Submitted by: _____
Printed Name

Title or position: _____

Date Completed: _____

Signature of Authorized Representative

U.S. COMMUNITIES INFORMATION SUPPLIER QUALIFICATIONS

SUPPLIERS

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement,

U.S. COMMUNITIES INFORMATION SUPPLIER QUALIFICATIONS

Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

U.S. COMMUNITIES INFORMATION SUPPLIER QUALIFICATIONS

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in the Administration Agreement, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public

U.S. COMMUNITIES INFORMATION SUPPLIER QUALIFICATIONS

Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

- (A) A dedicated U.S. Communities internet web-based homepage containing:
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format:
uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

U.S. COMMUNITIES INFORMATION ADMINISTRATION AGREEMENT

U.S. Communities Administration Agreement

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto in this U.S. Communities Information Section) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

**U.S. COMMUNITIES INFORMATION
SUPPLIER WORKSHEET FOR NATIONAL PROGRAM
CONSIDERATION**

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below: A "no" response to any question will result in disqualification.

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES____ NO____
- B. Does your company have the ability to provide service to any Participating Public Agencies in at least 25 states, and the ability to deliver service in Alaska and Hawaii?
YES____ NO____
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 25 U.S. states?
YES____ NO____
- D. Did your company have sales greater than \$40 million last year in the United States?
YES____ NO____
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
YES____ NO____
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES____ NO____
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES____ NO____
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____
- I. Will your company commit to the following program implementation schedule?
YES____ NO____
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES____ NO____

Submitted by: _____

(Printed Name)

(Signature)

(Title)

(Date)

U.S. COMMUNITIES INFORMATION SUPPLIER IMPLEMENTATION CHECKLIST

New Supplier Implementation Checklist		Target Completion After Award
1. First Conference Call		One Week
- Discuss expectations - Establish initial contact people & roles - Outline kickoff plan - Establish WebEx training date		
2. Second Conference Call		One Week
Review Contract Commitments		
3. Executed Legal Documents		One Week
- U.S. Communities Administration Agreement - Lead Public Agency agreement signed		
4. Supplier Login Established		One Week
- Complete Supplier Set Up form - Complete user account & user ID form		
5. Initial Sr. Management Meeting		Two Weeks
- Implementation Process Progress - U.S. Communities & Supplier Organizational Overview - Supplier Manager to review and further discuss commitments		
6. Initial National Account Manager (NAM)& Staff Training Meetings		Two Weeks
- Discuss expectations, roles & responsibilities - Introduce and review web-based tools - Review process & expectations with NAM and lead referral person		
7. Review Top Joint Target Opportunities		Four Weeks
- Top 10 local contracts - Review top U.S. Communities Participating Public Agencies (PPA)		
8. Program Contact Requirements		One Week
- Supplier contacts communicated to U.S. Communities Staff - Dedicated email - Dedicated toll free number - Dedicated fax number		
9. Web Development		
Initiate IT contact		One Week
Initiate E-Commerce Conversation		One Week
Begin Website construction		Two Weeks
Website final edit		Five Weeks
Product upload to U.S. Communities site		Five Weeks
10. Sales Training & Roll Out		
Program Manager (PM) briefing - Coordinate with NAM		Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM		Three Weeks
Establish 90-day face-to-face training plan/strategy session for all		Two Weeks

U.S. COMMUNITIES INFORMATION SUPPLIER IMPLEMENTATION CHECKLIST

sales –with NAM & PM	
Top 10 metro areas - Coordinate with NAM & PM	Four Weeks
Initiate contact with Advisory Board (AB) members	Four Weeks
11. Marketing	Six Weeks
General announcement	
1 Page Summary with Supplier contacts	
Branding of program	
Supplier handbook	
Announcement to AB and Sponsors	

U.S. COMMUNITIES INFORMATION SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

Company

1. Total number and location of sales persons employed by your company in the United States;

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
Total: 366		

2. Number and location of distribution outlets in the United States (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2011, 2012 and 2013 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2011, 2012, AND 2013			
Segment	2011 Sales	2012 Sales	2013 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

U.S. COMMUNITIES INFORMATION SUPPLIER INFORMATION

6. Provide a list with contact information of your company's ten largest public agency customers, excluding the federal government. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

Distribution

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
5. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Marketing

1. Outline your company's plan for marketing the Products to State and local government agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.
 - a. \$_____.00 will be transitioned in year one.
 - b. \$_____.00 will be transitioned in year two.
 - c. \$_____.00 will be transitioned in year three.
5. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management along with key executive personnel that will be supporting the program.

Products, Services and Solutions

U.S. COMMUNITIES INFORMATION SUPPLIER INFORMATION

1. Provide a description of the Products, Services and Solutions to be provided General Definitions of Products and/or Services as set forth in the Scope of Work and Qualifications Section of this Invitation to Bid. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
4. State restocking fees and procedures for returning products.
5. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Roofing Supplies and Services, Waterproofing and Related Products and Services.

Quality

1. Describe your company's quality control processes.
2. Describe your problem escalation process.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
4. Describe and provide any product or service warranties.

Qualifications, Experience and Project Management Capabilities

5. Identify your company's authorized distributors and installers by U.S. state;
6. Identify your company's bonding capacity on a national basis (if applicable);
7. List the states where the bidder is licensed to do business (if applicable);
8. List the states where the bidder or sub-contractor is licensed to do business (if applicable);
9. List the state construction licenses held, either directly by the bidder or a by a qualified distributor that has been actively and continuously involved with manufacturer (if applicable);

Administration

U.S. COMMUNITIES INFORMATION SUPPLIER INFORMATION

1. Describe your company's capacity to employ EDI, telephone, ecommerce, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
3. Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. Describe your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information.
5. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
7. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

National Staffing Plan

A staffing plan is required which describes the Supplier's proposed staff distribution to implement and manage this contract throughout the term of the contract. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline of each member's involvement throughout the contract. It is mandatory that this section identify the key personnel who are to be engaged in this contract, their relationship to the contracting organization, and amount of time to be devoted to the contract.

Environmental

1. Provide a brief description of any company environmental initiatives, including your company's environmental strategy, your investment in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy.
2. Describe your company's process for defining green products or sustainable processes.
3. Provide a green product listing. Describe any environmental attributes (recycled materials, energy efficiency, biodegradable, low-toxicity, etc.) or certifications achieved for each product.

U.S. COMMUNITIES INFORMATION

SUPPLIER INFORMATION

4. Describe your product's recyclability. Describe any buy back or take back options offered. Describe your company's efforts to reduce or reuse packaging and minimize environmental footprint in the shipping process.
5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

U.S. COMMUNITIES INFORMATION ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and _____ (“Supplier”).

RECITALS

WHEREAS, _____ (“Lead Public Agency”) has entered into a certain Master Agreement dated as of _____, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of _____ (the “Products and Services”);

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a “Participating Public Agency”;

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves as the administrative agent for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, “U.S. Communities Government Purchasing Alliance” is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier’s obligation to provide insurance and certain indemnifications to Lead Public Agency.

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1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible(i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under this Agreement or the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to both Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the "**Founding Co-Sponsors**") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and by providing online tools to Supplier's sales force.

U.S. COMMUNITIES INFORMATION ADMINISTRATION AGREEMENT

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments") and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a

U.S. COMMUNITIES INFORMATION ADMINISTRATION AGREEMENT

state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The

U.S. COMMUNITIES INFORMATION ADMINISTRATION AGREEMENT

following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall

U.S. COMMUNITIES INFORMATION ADMINISTRATION AGREEMENT

inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, Supplier grants to U.S. Communities an express license to reproduce and use Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain

U.S. COMMUNITIES INFORMATION ADMINISTRATION AGREEMENT

graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Lead Public Agency or U.S. Communities.

ARTICLE V

FEES & REPORTING

U.S. COMMUNITIES INFORMATION ADMINISTRATION AGREEMENT

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, “Administrative Fees”). Supplier’s annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency’s costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (“Sales Report”). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities’ reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities’ trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities’ reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier’s reports and Supplier shall be obligated to reimburse U.S. Communities for any and all costs and expenses incurred in connection with such audit.

5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier’s sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

Report Name	Follow up with U.S. Communities
-------------	---------------------------------

U.S. COMMUNITIES INFORMATION ADMINISTRATION AGREEMENT

5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

- (i) Agency Sales by Population/Enrollment Report
- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses

U.S. COMMUNITIES INFORMATION ADMINISTRATION AGREEMENT

as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:

U.S. Communities
2999 Oak Road, Suite 710
Walnut Creek, California 94597
Attn: Program Manager Administration

Supplier:

Attn: U.S. Communities Program Manager

6.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.6 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of

U.S. COMMUNITIES INFORMATION ADMINISTRATION AGREEMENT

its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.10 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

U.S. COMMUNITIES INFORMATION ADMINISTRATION AGREEMENT

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

**U.S. COMMUNITIES INFORMATION
ADMINISTRATION AGREEMENT**

ATTACHMENT A

MASTER AGREEMENT

(Cobb County Master Agreement/Contract to be attached at time of award.)

U.S. COMMUNITIES INFORMATION ADMINISTRATION AGREEMENT

ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)														
Sales Report Template														
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount	
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50	
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64	
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05	
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79	
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00	
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00	
SALES REPORT DATA FORMAT														
Column Name	Required	Data Type	Length	Example	Comment									
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.									
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below									
Account No.	Optional	Text	25 max		Depends on supplier account no.									
Agency Name	Yes	Text	255 max	Los Angeles County										
Dept Name	Optional	Text	255 max	Purchasing Dept										
Address	Yes	Text	255 max											
City	Yes	Text	255 max	Los Angeles	Must be a valid City name									
State	Yes	Text	2	CA										
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code									
Agency Type	Yes	Number	2	30	See Agency Type Table Below									
Year	Yes	Number	4	2010										
Qtr	Yes	Number	1	4										
Month	Yes	Number	2	12										
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas									
Agency Type Table														
Agency Type ID	Agency Type Description													
10	K-12													
11	Community College													
12	College and University													
20	City													
21	City Special District													
22	Consolidated City/County													
30	County													
31	County Special District													
40	Federal													
41	Crown Corporations													
50	Housing Authority													
80	State Agency													
81	Independent Special District													
82	Non-Profit													
84	Other													

**U.S. COMMUNITIES INFORMATION
MASTER INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT**

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate (“Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services
5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

**U.S. COMMUNITIES INFORMATION
MASTER INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT**

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

U.S. COMMUNITIES INFORMATION STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:

State of Oregon, State of Hawaii, State of Washington

State: HI	Holualoa
	Honaunau
Account Type: HI Counties, Cities, Colleges	Honokaa
	Honolulu
Hawaii County	Honomu
Honolulu County	Hoolehua
Kauai County	Kaaawa
Maui County	Kahuku
Kalawao County	Kahului
Aiea	Kailua
Anahola	Kailua Kona
Barbers Point N A S	Kalaheo
Camp H M Smith	Kalaupapa
Captain Cook	Kamuela
Eleele	Kaneohe
Ewa Beach	Kapaa
Fort Shafter	Kapaau
Haiku	Kapolei
Hakalau	Kaumakani
Haleiwa	Kaunakakai
Hana	Kawela Bay
Hanalei	Keaau
Hanamaulu	Kealakekua
Hanapepe	Kealia
Hauula	Keauhou
Hawaii National Park	Kekaha
Hawaiian Ocean View	Kihei
Hawi	Kilauea
Hickam AFB	Koloa
Hilo	Kualapuu

U.S. COMMUNITIES INFORMATION STATE NOTICE ADDENDUM

Kula	Puunene
Kunia	Schofield Barracks
Kurtistown	Tripler Army Medical Center
Lahaina	Volvano
Laie	Wahiawa
Lanai City	Waialua
Laupahoehoe	Waianae
Lawai	Waikoloa
Lihue	Wailuku
M C B H Kaneohe Bay	Waimanalo
Makawao	Waimea
Makaweli	Waipahu
Maunaloa	Wake Island
Mililani	Wheeler Army Airfield
Mountain View	Brigham Young University - Hawaii
Naalehu	Chaminade University of Honolulu
Ninole	Hawaii Business College
Ocean View	Hawaii Pacific University
Ookala	Hawaii Technology Institute
Paauhau	Heald College - Honolulu
Paauilo	Remington College - Honolulu Campus
Pahala	University of Phoenix - Hawaii Campus
Pahoa	Hawaii Community College
Paia	Honolulu Community College
Papaaloa	Kapiolani Community College
Papaikou	Kauai Community College
Pearl City	Leeward Community College
Pearl Harbor	Maui Community College
Pepeekeo	University of Hawaii at Hilo
Princeville	University of Hawaii at Manoa
Pukalani	Windward Community College

U.S. COMMUNITIES INFORMATION

STATE NOTICE ADDENDUM

State: HI (108 records)

Account Type: K-12 (13 records)

ST JOHN THE BAPTIST
Waimanalo Elementary and Intermediate School
Kailua High School
PACIFIC BUDDHIST ACADEMY
HAWAII TECHNOLOGY ACADEMY
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
MARYKNOLL SCHOOL
ISLAND SCHOOL
KE KULA O S. M. KAMAKAU
KAMEHAMEHA SCHOOLS
HANAHAU`OLI SCHOOL
EMMANUAL LUTHERAN SCHOOL
Our Savior Lutheran School

Account Type: County (3 records)

BOARD OF WATER SUPPLY
MAUI COUNTY COUNCIL
Honolulu Fire Department

Account Type: Non-Profit (63 records)

Naalehu Assembly of God
University of the Nations
outrigger canoe club
One Kalakaua
Native Hawaiian Hospitality Association
St. Theresa School
Hawaii Peace and Justice
Kauai Youth Basketball Association
NA HALE O MAUI
LEEWARD HABITAT FOR HUMANITY
WAIANAE COMMUNITY OUTREACH
NA LEI ALOHA FOUNDATION
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA

BUILDING INDUSTRY ASSOCIATION OF HAWAII

UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
LANAKILA REHABILITATION CENTER INC.
POLYNESIAN CULTURAL CENTER
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
BISHOP MUSEUM
ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
ASSOSIATION OF OWNERS OF KUKUI PLAZA MAUI ECONOMIC DEVELOPMENT BOARD
NETWORK ENTERPRISES, INC.
HONOLULU HABITAT FOR HUMANITY
ALOHACARE
ORI ANUENUE HALE, INC.
IUPAT, DISTRICT COUNCIL 50
GOODWILL INDUSTRIES OF HAWAII, INC.
HAROLD K.L. CASTLE FOUNDATION
MAUI ECONOMIC OPPORTUNITY, INC.
EAH, INC.
PARTNERS IN DEVELOPMENT FOUNDATION
HABITAT FOR HUMANITY MAUI
W. M. KECK OBSERVATORY
HAWAII EMPLOYERS COUNCIL
HAWAII STATE FCU
MAUI COUNTY FCU
PUNAHOU SCHOOL
YMCA OF HONOLULU
EASTER SEALS HAWAII
AMERICAN LUNG ASSOCIATION
Hawaii Area Committee
St. Francis Medical Center
READ TO ME INTERNATIONAL FOUNDATION
MAUI FAMILY YMCA
WAILUKU FEDERAL CREDIT UNION
ST. THERESA CHURCH
HALE MAHAOLU
West Maui Community Federal Credit Union

Hawaii Island Humane Society
Kama'aina Care Inc
First United Methodist Church

U.S. COMMUNITIES INFORMATION STATE NOTICE ADDENDUM

AOAO Royal Capitol Plaza
MARINE SURF WAIKIKI, INC.
Hawaii Health Connector
Hawaii Carpenters Market Recovery Program Fund
PuuHeleakala Community Association
Saint Louis School
Kailua Racquet Club, Ltd.
Homewise Inc.
Hawaii Baptist Academy
prod test kindly ignore HI - DP
Kroc Center Hawaii

Account Type: College and University (7 records)

ARGOSY UNIVERSITY
HAWAII PACIFIC UNIVERSITY
UNIVERSITY OF HAWAII AT MANOA
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
BRIGHAM YOUNG UNIVERSITY - HAWAII
University Clinical Research and Association
CHAMINADE UNIVERSITY OF HONOLULU

Account Type: Other (4 records)

Hawaii Information Consortium
TURTLE BAY RESORT GOLF CLUB
Leeward Community Church
Queen Emma Gardens AOAO

Account Type: City (1 record)

COUNTY OF MAUI

Account Type: Community College (2 records)

Honolulu Community College
COLLEGE OF THE MARSHALL ISLANDS

Account Type: State Agency (11 records)

DOT Airports Division Hilo International Airport

Judiciary - State of Hawaii
STATE OF HAWAII, DEPT. OF EDUCATION
ADMIN. SERVICES OFFICE
SOH- JUDICIARY CONTRACTS AND PURCH

STATE DEPARTMENT OF DEFENSE
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII HEALTH SYSTEMS CORPORATION
HAWAII AGRICULTURE RESEARCH CENTER
STATE OF HAWAII
Third Judicial Circuit - State of Hawaii

Account Type: Consolidated City/County (1 record)

CITY AND COUNTY OF HONOLULU

State: OR (1,081 records)

Account Type: K-12 (199 records)

VALLEY CATHOLIC SCHL
CROOK COUNTY SCHOOL DISTRICT
Bethel School District #52
St. Therese Parish/School
Portland YouthBuilders
Wallowa County ESD
Fern Ridge School District 28J
MOLALLA RIVER ACADEMY
HIGH DESERT EDUCATION SERVICE DISTRICT
SOUTHWEST CHARTER SCHOOL
WHITEAKER MONTESSORI SCHOOL
CASCADES ACADEMY OF CENTRAL OREGON
NEAH-KAH-NIE DISTRICT NO.56
INTER MOUNTAIN ESD
STANFIELD SCHOOL DISTRICT
LA GRANDE SCHOOL DISTRICT
CASCADE SCHOOL DISTRICT
DUFUR SCHOOL DISTRICT NO.29
hillsboro school district
GASTON SCHOOL DISTRICT 511J
BEAVERTON SCHOOL DISTRICT
COUNTY OF YAMHILL SCHOOL DISTRICT 29
WILLAMINA SCHOOL DISTRICT
MCMINNVILLE SCHOOL DISTRICT NO.40
Sheridan School District 48J
THE CATLIN GABEL SCHOOL
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
CENTRAL CATHOLIC HIGH SCHOOL
CANYONVILLE CHRISTIAN ACADEMY

U.S. COMMUNITIES INFORMATION STATE NOTICE ADDENDUM

GEN CONF OF SDA CHURCH WESTERN OR
PORTLAND ADVENTIST ACADEMY
OUR LADY OF THE LAKE SCHOOL
NYSSA SCHOOL DISTRICT NO. 26
ARLINGTON SCHOOL DISTRICT NO. 3
LIVINGSTONE ADVENTIST ACADEMY
Santiam Canyon SD 129J
WEST HILLS COMMUNITY CHURCH
BANKS SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR
ESD
HARNEY EDUCATION SERVICE DISTRICT
GREATER ALBANY PUBLIC SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SILVER FALLS SCHOOL DISTRICT
St Helens School District
DAYTON SCHOOL DISTRICT NO.8
Amity School District 4-J
SCAPPOOSE SCHOOL DISTRICT 1J
REEDSPORT SCHOOL DISTRICT
FOREST GROVE SCHOOL DISTRICT
DAVID DOUGLAS SCHOOL DISTRICT
LOWELL SCHOOL DISTRICT NO.71
TIGARD-TUALATIN SCHOOL DISTRICT
SHERWOOD SCHOOL DISTRICT 88J
RAINIER SCHOOL DISTRICT
NORTH CLACKAMAS SCHOOL DISTRICT
MONROE SCHOOL DISTRICT NO.1J
CHILDPEACE MONTESSORI
HEAD START OF LANE COUNTY
HARNEY COUNTY SCHOOL DIST. NO.3
NESTUCCA VALLEY SCHOOL DISTRICT NO.101

ARCHBISHOP FRANCIS NORBERT BLANCHET
SCHOOL
LEBANON COMMUNITY SCHOOLS NO.9
MT.SCOTT LEARNING CENTERS
SEVEN PEAKS SCHOOL
DE LA SALLE N CATHOLIC HS
MULTISENSORY LEARNING ACADEMY
MITCH CHARTER SCHOOL
REALMS CHARTER SCHOOL

BAKER SCHOOL DISTRICT 5-J
PHILOMATH SCHOOL DISTRICT
CLACKAMAS EDUCATION SERVICE DISTRICT
CANBY SCHOOL DISTRICT
OREGON TRAIL SCHOOL DISTRICT NO.46
WEST LINN WILSONVILLE SCHOOL DISTRICT
MOLALLA RIVER SCHOOL DISTRICT NO.35
ESTACADA SCHOOL DISTRICT NO.108
GLADSTONE SCHOOL DISTRICT
ASTORIA SCHOOL DISTRICT 1C
SEASIDE SCHOOL DISTRICT 10
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
VERNONIA SCHOOL DISTRICT 47J
SOUTH COAST EDUCATION SERVICE DISTRICT

COOS BAY SCHOOL DISTRICT NO.9
COOS BAY SCHOOL DISTRICT
NORTH BEND SCHOOL DISTRICT 13
COQUILLE SCHOOL DISTRICT 8
MYRTLE POINT SCHOOL DISTRICT NO.41
BANDON SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-
C
REDMOND SCHOOL DISTRICT
DESCHUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS EDUCATION SERVICE DISTRICT
ROSEBURG PUBLIC SCHOOLS
GLIDE SCHOOL DISTRICT NO.12
SOUTH UMPQUA SCHOOL DISTRICT #19
YONCALLA SCHOOL DISTRICT NO.32
ELKTON SCHOOL DISTRICT NO.34
DOUGLAS COUNTY SCHOOL DISTRICT 116
HOOD RIVER COUNTY SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
CENTRAL POINT SCHOOL DISTRICT NO. 6
JACKSON CO SCHOOL DIST NO.9
ROGUE RIVER SCHOOL DISTRICT NO.35
MEDFORD SCHOOL DISTRICT 549C
CULVER SCHOOL DISTRICT NO.
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
GRANTS PASS SCHOOL DISTRICT 7
LOST RIVER JR/SR HIGH SCHOOL
KLAMATH FALLS CITY SCHOOLS
LANE COUNTY SCHOOL DISTRICT 4J

U.S. COMMUNITIES INFORMATION STATE NOTICE ADDENDUM

SPRINGFIELD SCHOOL DISTRICT NO.19
CRESWELL SCHOOL DISTRICT
SOUTH LANE SCHOOL DISTRICT 45J3
LANE COUNTY SCHOOL DISTRICT 69
SIUSLAW SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
LINN CO. SCHOOL DIST. 95C - SCIO SD
ONTARIO MIDDLE SCHOOL
GERVAIS SCHOOL DIST. #1
NORTH SANTIAM SCHOOL DISTRICT 29J
JEFFERSON SCHOOL DISTRICT
SALEM-KEIZER PUBLIC SCHOOLS
MT. ANGEL SCHOOL DISTRICT NO.91
MARION COUNTY SCHOOL DISTRICT 103 -
WASHINGTON ES
MORROW COUNTY SCHOOL DISTRICT
MULTNOMAH EDUCATION SERVICE DISTRICT

GRESHAM-BARLOW SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO. 2
CENTRAL SCHOOL DISTRICT 13J
St. Mary Catholic School
CROSSROADS CHRISTIAN SCHOOL
ST. ANTHONY SCHOOL
HERITAGE CHRISTIAN SCHOOL
BEND-LA PINE SCHOOL DISTRICT
GLENDALE SCHOOL DISTRICT
LINCOLN COUNTY SCHOOL DISTRICT
PORTLAND PUBLIC SCHOOLS
REYNOLDS SCHOOL DISTRICT
CENTENNIAL SCHOOL DISTRICT
NOBEL LEARNING COMMUNITIES
St. Stephen's Academy
Salem-Keizer 24J
McKay High School
Pine Eagle Charter School
Waldo Middle School
hermiston school district
Clear Creek Middle School
Marist High School
Victory Academy
Vale School District No. 84
St. Mary School
Junction City High School
Three Rivers School District

Pedee School
Fern Ridge School District
Ppmc Education Committee
JESUIT HIGH SCHL EXEC OFC
LASALLE HIGH SCHOOL
Southwest Christian School
Stayton Christian School
Willamette Christian School
Westside Christian High School
CS LEWIS ACADEMY
Portland America School
Forest Hills Lutheran School
Sunrise Preschool
Mosier Community School
KoreducatorsLep High
Warrenton Hammond School District
Sutherlin School District
Malheur Elementary School District
Ontario School District
Parkrose School District 3
Riverdale School District 51J
Tillamook School District
Trinity Lutheran Church and School
Siletz Valley School
Madeleine School
South Columbia Family School
Union School District
Helix School District
Corvallis School District 509J
Falls City School District #57
Portland Christian Schools
Yamhill Carlton School District
BNAI BRITH CAMP
ABIQUA SCHL
Imbler School District #11
monument school
St. Paul School District
L'Etoile French Immersion School
Marist Catholic High School
Ukiah School District 80R
North Powder Charter School
French American School
Mastery Learning Institute
North Lake School District 14

Account Type: County (45 records)

U.S. COMMUNITIES INFORMATION STATE NOTICE ADDENDUM

GILLIAM COUNTY OREGON
HOUSING AUTHORITY OF CLACKAMAS COUNTY

UMATILLA COUNTY, OREGON
MULTNOMAH LAW LIBRARY
clackamas county
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
coos county
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCHUTES COUNTY
GILLIAM COUNTY
GRANT COUNTY, OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
jackson county
josephine county
klamath county
LANE COUNTY
LINN COUNTY
MARION COUNTY , SALEM, OREGON
MULTNOMAH COUNTY
SHERMAN COUNTY
WASCO COUNTY
YAMHILL COUNTY
WALLOWA COUNTY
ASSOCIATION OF OREGON COUNTIES
NAMI LANE COUNTY
BENTON COUNTY
DOUGLAS COUNTY
JEFFERSON COUNTY
LAKE COUNTY
LINCOLN COUNTY
POLK COUNTY
UNION COUNTY
WASHINGTON COUNTY
MORROW COUNTY
NORCOR Juvenile Detention
Tillamook County Estuary
Job Council
Mckenzie Personnel Services
Columbia Basin Care Facility
BAKER CNTY GOVT

TILLAMOOK CNTY
Wheeler County

Account Type: Non-Profit (470 records)

Mt Emily Safe Center
Salem First Presbyterian Church
Rolling Hills Baptist Church
Baker Elks
Gates Community Church of Christ
PIP Corps LLC
Turtle Ridge Wildlife Center
Grande Ronde Model Watershed Foundation

Western Environmental Law Center
Mercy Flights, Inc.
HHoly Trinity Greek Orthodox Cathedral
MECOP Inc.
Beaverton Christians Church
Oregon Humanities
St. Pius X School
Community Connection of Northeast Oregon, Inc.
Living Opportunities, Inc.
Coos Art Museum
OETC
Blanchet House of Hospitality
Merchants Exchange of Portland, Oregon
Coalition for a Livable Future
Central Oregon Visitors Association
Soroptimist International of Gold Beach, OR
Real Life Christian Church
Delphian School
AVON
EPUD-Emerald People's Utility District
Human Solutions, Inc.
The Wallace Medical Concern
Boys & Girls Club of Salem, Marion & Polk Counties
The Ross Ragland Theater and Cultural Center

Cascade Health Solutions
Umpqua Community Health Center
ALZHEIMERS NETWORK OF OREGON
NATIONAL WILD TURKEY FEDERATION
TILLAMOOK ESTUARIES PARTNERSHIP

U.S. COMMUNITIES INFORMATION STATE NOTICE ADDENDUM

LIFEWORKS NW
COLLEGE HOUSING NORTHWEST
PARALYZED VETERANS OF AMERICA
Independent Development Enterprise Alliance

MID-WILLAMETTE VALLEY COMMUNITY
ACTION AGENCY, INC
HALFWAY HOUSE SERVICES, INC.
REDMOND PROFICIENCY ACADEMY
OHSU FOUNDATION
SHELTERCARE
PRINGLE CREEK SUSTAINABLE LIVING CENTER

PACIFIC INSTITUTES FOR RESEARCH
Mental Health for Children, Inc.
The Dreaming Zebra Foundation
LAUREL HILL CENTER
THE OREGON COMMUNITY FOUNDATION
OCHIN
WE CARE OREGON
SE WORKS
ENTERPRISE FOR EMPLOYMENT AND
EDUCATION
OMNIMEDIX INSTITUTE
PORTLAND BUSINESS ALLIANCE
GATEWAY TO COLLEGE NATIONAL NETWORK

FOUNDATIONS FOR A BETTER OREGON
GOAL ONE COALITION
ATHENA LIBRARY FRIENDS ASSOCIATION
Coastal Family Health Center
CENTER FOR COMMUNITY CHANGE
STAND FOR CHILDREN
ST. VINCENT DEPAUL OF LANE COUNTY
EAST SIDE FOURSQUARE CHURCH
CORVALLIS MOUNTAIN RESCUE UNIT
InventSuccess
SHERIDAN JAPANESE SCHOOL FOUNDATION
MOAIC CHURCH
HOUSING AUTHORITY OF LINCOLN COUNTY
RENEWABLE NORTHWEST PROJECT
INTERNATIONAL SUSTAINABLE DEVELOPMENT
FOUNDATION
CONSERVATION BIOLOGY INSTITUTE

THE NATIONAL ASSOCIATION OF CREDIT
MANAGEMENT-OREGON, INC.
BLACHLY LANE ELECTRIC COOPERATIVE
MORNING STAR MISSIONARY BAPTIST
CHURCH
NORTHWEST FOOD PROCESSORS
ASSOCIATION
INDEPENDENT INSURANCE AGENTS AND
BROKERS OF OREGON
OREGON EDUCATION ASSOCIATION
HEARING AND SPEECH INSTITUTE INC
SALEM ELECTRIC
MORRISON CHILD AND FAMILY SERVICES
JUNIOR ACHIEVEMENT
CENTRAL BIBLE CHURCH
MID COLUMBIA MEDICAL CENTER-GREAT 'N
SMALL
TRILLIUM FAMILY SERVICES, INC.
YWCA SALEM
PORTLAND ART MUSEUM
SAINT JAMES CATHOLIC CHURCH
SOUTHERN OREGON HUMANE SOCIETY
VOLUNTEERS OF AMERICA OREGON
CENTRAL DOUGLAS COUNTY FAMILY YMCA
METROPOLITAN FAMILY SERVICE
OREGON MUSUEM OF SCIENCE AND INDUSTRY

FIRST UNITARIAN CHURCH
ST. ANTHONY CHURCH
Good Shepherd Medical Center
Salem Academy
ST VINCENT DE PAUL
OUTSIDE IN
UNITED CEREBRAL PALSY OF OR AND SW WA

WILLAMETTE VIEW INC.
PORTLAND HABILITATION CENTER, INC.
OREGON STATE UNIVERSITY ALUMNI
ASSOCIATION
ROSE VILLA, INC.
NORTHWEST LINE JOINT APPRENTICESHIP &
TRAINING COMMITTEE
BOYS AND GIRLS CLUBS OF PORTLAND
METROPOLITAN AREA
Oregon Research Institute

U.S. COMMUNITIES INFORMATION

STATE NOTICE ADDENDUM

WILLAMETTE LUTHERAN HOMES, INC
LANE MEMORIAL BLOOD BANK
PORTLAND JEWISH ACADEMY
LANECO FEDERAL CREDIT UNION
GRANT PARK CHURCH
ST. MARYS OF MEDFORD, INC.
US CONFERENCE OF MENONNITE BRETHREN CHURCHES
FAITHFUL SAVIOR MINISTRIES
OREGON CITY CHURCH OF THE NAZARENE
OREGON COAST COMMUNITY ACTION
NORTHWEST REGIONAL EDUCATIONAL LABORATORY
COMMUNITY ACTION TEAM, INC.
EUGENE SYMPHONY ASSOCIATION, INC.
STAR OF HOPE ACTIVITY CENTER INC.
SPARC ENTERPRISES
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
SALEM ALLIANCE CHURCH
Lane Council of Governments
FORD FAMILY FOUNDATION
TRAILS CLUB
NEWBERG FRIENDS CHURCH
WOODBURN AREA CHAMBER OF COMMERCE

CONTEMPORARY CRAFTS MUSEUM AND GALLERY
CITY BIBLE CHURCH
OREGON LIONS SIGHT & HEARING FOUNDATION
PORTLAND WOMENS CRISIS LINE
THE SALVATION ARMY - CASCADE DIVISION
WILLAMETTE FAMILY
WHITE BIRD CLINIC
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
HOUSING NORTHWEST
OREGON ENVIRONMENTAL COUNCIL
LOAVES & FISHES CENTERS, INC.
FAITH CENTER
Bob Belloni Ranch, Inc.
GOOD SHEPHERD COMMUNITIES

SACRED HEART CATHOLIC DAUGHTERS
HELP NOW! ADVOCACY CENTER
TENAS ILLAHEE CHILDCARE CENTER
SUNRISE ENTERPRISES
LOOKING GLASS YOUTH AND FAMILY SERVICES

SERENITY LANE
EAST HILL CHURCH
LA GRANDE UNITED METHODIST CHURCH
COAST REHABILITATION SERVICES
Edwards Center Inc
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
NEW HOPE COMMUNITY CHURCH
KLAMATH HOUSING AUTHORITY
QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.
SPONSORS, INC.
COLUMBIA COMMUNITY MENTAL HEALTH ADDICTIONS RECOVERY CENTER, INC
METRO HOME SAFETY REPAIR PROGRAM
OREGON SUPPORTED LIVING PROGRAM
SOUTH COAST HOSPICE, INC.
ALLFOURONE/CRESTVIEW CONFERENCE CTR.

The International School
REBUILDING TOGETHER - PORTLAND INC.
PENDLETON ACADEMIES
PACIFIC FISHERY MANAGEMENT COUNCIL
DOGS FOR THE DEAF, INC.
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
EMMAUS CHRISTIAN SCHOOL
DELIGHT VALLEY CHURCH OF CHRIST
SAINT CATHERINE OF SIENA CHURCH
PORT CITY DEVELOPMENT CENTER
VIRGINIA GARCIA MEMORIAL HEALTH CENTER

CENTRAL CITY CONCERN
CANBY FOURSQUARE CHURCH
EMERALD PUD
VERMONT HILLS FAMILY LIFE CENTER
BENTON HOSPICE SERVICE
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION

U.S. COMMUNITIES INFORMATION STATE NOTICE ADDENDUM

COMMUNITY CANCER CENTER
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.

CASCADIA BEHAVIORAL HEALTHCARE
WILD SALMON CENTER
BROAD BASE PROGRAMS INC.
SUNNYSIDE FOURSQUARE CHURCH
TRAINING EMPLOYMENT CONSORTIUM
RELEVANT LIFE CHURCH
211INFO
SONRISE CHURCH
LIVING WAY FELLOWSHIP
Women's Safety & Resource Center
SEXUAL ASSAULT RESOURCE CENTER
IRCO
NORTHWEST YOUTH CORPS
TILLAMOOK CNTY WOMENS CRISIS CENTER
SECURITY FIRST CHILD DEVELOPMENT CENTER

CLASSROOM LAW PROJECT
YOUTH GUIDANCE ASSOC.
PREGNANCY RESOUCCE CENTERS OF GRETER
PORTLAND
ELMIRA CHURCH OF CHRIST
JASPER MOUNTAIN
ACUMENTRA HEALTH
WORKSYSTEMS INC
COVENANT CHRISTIAN HOOD RIVER
OREGON DONOR PROGRAM
NAMI OREGON
OLIVET BAPTIST CHURCH
SILVERTON AREA COMMUNITY AID
CONFEDERATED TRIBES OF GRAND RONDE
CENTRAL OREGON COMMUNITY ACTION
AGENCY NETWORK
CATHOLIC COMMUNITY SERVICES
NEW AVENUES FOR YOUTH INC
LA CLINICA DEL CARINO FAMILY HEALTH CARE
CENTER
DECISION SCIENCE RESEARCH INSTITUTE, INC.

WESTERN STATES CENTER
HIV ALLIANCE, INC
PARTNERSHIPS IN COMMUNITY LIVING, INC.

FANCONI ANEMIA RESEARCH FUND INC.
BLIND ENTERPRISES OF OREGON
OREGON BALLET THEATRE
SMART
All God's Children International
FARMWORKER HOUISNG DEV CORP
UMPQUA COMMUNITY DEVELOPMENT
CORPORATION
REGIONAL ARTS AND CULTURE COUNCIL
THE EARLY EDUCATION PROGRAM, INC.
MACDONALD CENTER
EVERGREEN AVIATION MUSEUM AND CAP.
MICHAEL KING.
SELF ENHANCEMENT INC.
FRIENDS OF THE CHILDREN
SOUTH LANE FAMILY NURSERY DBA FAMILY
RELIEF NURSE
COMMUNITY VETERINARY CENTER
PORTLAND SCHOOLS FOUNDATION
SUSTAINABLE NORTHWEST
OREGON DEATH WITH DIGNITY
BIRCH COMMUNITY SERVICES, INC.
BAY AREA FIRST STEP, INC.
OSLC COMMUNITY PROGRAMS
EN AVANT, INC.
ASHLAND COMMUNITY HOSPITAL
NORTHWEST ENERGY EFFICIENCY ALLIANCE
BONNEVILLE ENVIRONMENTAL FOUNDATION

SUMMIT VIEW COVENANT CHURCH
SALMON-SAFE INC.
BETHEL CHURCH OF GOD
PROVIDENCE HOOD RIVER MEMORIAL
HOSPITAL
SAINT ANDREW NATIVITY SCHOOL
BARLOW YOUTH FOOTBALL
SPOTLIGHT THEATRE OF PLEASANT HILL
FAMILIES FIRST OF GRANT COUNTY, INC.
TOUCHSTONE PARENT ORGANIZATION
CANCER CARE RESOURCES
CASCADIA REGION GREEN BUILDING COUNCIL

SHERMAN DEVELOPMENT LEAGUE, INC.
SCIENCEWORKS
WORD OF LIFE COMMUNITY CHURCH

U.S. COMMUNITIES INFORMATION STATE NOTICE ADDENDUM

SOCIAL VENTURE PARTNERS PORTLAND
OREGON PROGRESS FORUM
CENTER FOR RESEARCH TO PRACTICE
WESTERN RIVERS CONSERVANCY
UNITED WAY OF THE COLUMBIA WILLAMETTE

EUGENE BALLET COMPANY
EAST WEST MINISTRIES INTERNATIONAL
SISKIYOU INITIATIVE
EDUCATIONAL POLICY IMPROVEMENT CENTER

North Pacific District of Foursquare Churches

CATHOLIC CHARITIES
FIRST CHURCH OF THE NAZARENE
WESTSIDE BAPTIST CHURCH
Little Promises Children's Program
UNION GOSPEL MISSION
GRACE BAPTIST CHURCH
COMMUNITY ACTION ORGANIZATION
OUTSIDE IN
MAKING MEMORIES BREAST CANCER
FOUNDATION, INC.
ELAW
COMMUNITY HEALTH CENTER, INC
Greater Portland INC
Boys & Girls Club of Corvallis
Southeast Uplift Neighborhood Coalition
First United Presbyterian Church
PDX Wildlife
Jackson-Josephine 4-C Council
Childsworld Learning Center
New Artists Performing Arts Productions, Inc.

Relief Nursery
Viking Sal Senior Center
Boys and Girls Club of the rogue valley
DrupalCon Inc., DBA Drupal Association
Albany Partnership for Housing and
Community Development
Hermiston Christian Center & School
Dress for Success Oregon
Beaverton Rock Creek Foursquare Church
St Paul Catholic Church
St Mary's Catholic School and Parish

Polk Soil and Water Conservation District
Street Ministry
La Grande Church of the Nazarene
Spruce Villa, Inc.
House of Prayer for All Nations
Sacred Heart Catholic Church
African American Health Coaliton, Inc.
Happy Canyon Company
Village Home Education Resource Center
Monet's Children's Circle
Cascade Housing Association
Dayspring Fellowship
Northwest Habitat Institute
First Baptist Church
The Nature Conservancy, Willamette Valley
Field Office
Portland Community Reinvestment Initiatives,
Inc.
GeerCrest Farm & Historical Society
College United Methodist Church
NEDCO
Salem Evangelical Church
Daystar Education, Inc.
Oregon Social Learning Center
Pain Society of Oregon
environmental law alliance worldwide
Community in Action
Safe Harbors
FIRST CHRISTIAN CHURCH
Pacific Classical Ballet
Depaul Industries
African American Health Coalition
Ministerio International Casa
Jesus Prayer Book
Workforce Northwest Inc
Coalition Of Community Health
New Paradise Worship Center
River Network
CCI Enterprises Inc
Oregon Nurses Association
GOODWILL INDUSTRIES OF THE COLUMBIA
WILLAMETTE
Mount Angel Abbey
YMCA OF ASHLAND

U.S. COMMUNITIES INFORMATION STATE NOTICE ADDENDUM

YMCA OF COLUMBIA-WILLAMETTE
ASSOCIATION SERVICES
Multnomah Law Library
Friends Of Tryon Creek State P
Ontrack Inc.
Calvin Presbyterian Church
HOLT INTL CHILD
St John The Baptist Catholic
Portland Foursquare Church
Portland Christian Center
Church Extension Plan
Occu Afghanistan Relief Effort
EUGENE FAMILY YMCA
Christ The King Parish and School
Congregation Neveh Shalom
Newberg Christian Church
First United Methodist Church
Zion Lutheran Church
Hoodview Christian Church
Southwest Bible Church
Community Works Inc
Masonic Lodge Pearl 66
Molalla Nazarene Church
Transition Projects, Inc
St Michaels Episcopal Church
Saint JohnsCatholich Church
Access Inc
Step Forward Activities Inc
Lane Arts Council
Community Learning Center
Old Mill Center for Children and Families
Sunny Oaks Inc
Little Flower Development Center
Hospice Center Bend La Pine
P E C I
Westside Foursquare Church
Relief Nursery Inc
Morning Star Community Church
MULTNOMAH DEFENDERS INC
Providence Health System
Holy Trinity Catholic Church
Holy Redeemer Catholic Church
Alliance Bible Church
Mid ColumbiaChildrens Council
HUMANE SOCIETY OF REDMOND

Integral Youth Services
Our Redeemer Lutheran Church
Kbps Public Radio
Skyball Salem Keizer Youth Bas
Open Technology Center
Grace Chapel
CHILDREN'S MUSEUM 2ND
Oregon District 7 Little League
Portland Schools Alliance
My Fathers House
Solid Rock
West Chehalem Friends Church
Eugene Creative Care
Guide Dogs For The Blind
Children Center At Trinity
Aldersgate Camps and Retreats
St. Katherine's Catholic Church
Bags of Love
Grand View Baptist Church
Green Electronics Council
Scottish Rite
Western Wood Products Association
THE NEXT DOOR
NATIONAL PSORIASIS FOUNDATION
NEW BEGINNINGS CHRISTIAN CENTER
HIGHLAND UNITED CHURCH OF CHRIST
OREGON REPERTORY SINGERS
HIGHLAND HAVEN
FAIR SHARE RESEARCH AND EDUCATION FUND

Oregon Satsang Society, Inc., A chartered
Affiliate of ECKANKAR , ECKA
First Baptist Church of Enterprise
Oregon Nikkei Endowment
Eastern Oregon Alcoholism Foundation
Grantmakers for Education
The Spiral Gallery
The ALS Association Oregon and SW
Washington Chapter
Children's Relief Nursery
Home Builders
Energy Trust of Oregon
Oregon Psychoanalytic Center
Store to Door
Depaul Industries

U.S. COMMUNITIES INFORMATION STATE NOTICE ADDENDUM

Union County Economic Development Corp.
 Camelto Theatre Company
 Camp Fire Columbia
 TAKE III OUTREACH
 Rolling Hills Community Church
 Sandy Seventh-day Adventist Church
 Muddy Creek Charter School
 A FAMILY FOR EVERY CHILD
 1000 FRIENDS OF OREGON
 FAMILY CARE INC
 Clean Slate Canine Rescue & Rehabilitation
 St. Martins Episcopal church
 NAMI of Washington County
 Temple Beth Israel
 YMCA of Marion and Polk Counties
 Albertina Kerr Centers
 St. Matthew Catholic School
 Serendipity Center Inc
 Center for Family Development
 West Salem Foursquare Church
 Ashland Art Center
 Apostolic Church of Jesus Christ
 DOUGLAS FOREST PROTECTIVE
 Oregon Lyme Disease Network
 Ecotrust
 SPECIAL MOBILITY SERVICES
 Ronald McDonald House Charities of Oregon &
 Southwest Washington
 Center for Human Development
 DePaul Treatment Centers, Inc.
 Mission Increase Foundation
 Portland Japanese Garden
 The Madeleine Parish
 The Tucker-Maxon Oral School
 Southwest Neighborhoods, Inc
 Wallowa Valley Center For Wellness
 Portland Oregon Visitors Association
 Southern Oregon Project Hope
 Our United Villages
 Samaritan Health Services Inc.
 Kilchis House
 Grace Lutheran School
 Western Mennonite School

Account Type: College and University (28 records)

Oregon State University
 Treasure Valley Community College
 Unviersity of Oregon
 OREGON UNIVERSITY SYSTEM
 WESTERN STATES CHIROPRACTIC COLLEGE
 GEORGE FOX UNIVERSITY
 LEWIS AND CLARK COLLEGE
 PACIFIC UNIVERSITY
 REED COLLEGE
 WILLAMETTE UNIVERSITY
 LINFIELD COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NORTHWEST CHRISTIAN COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 BLUE MOUNTAIN COMMUNITY COLLEGE
 PORTLAND STATE UNIV.
 CLACKAMAS COMMUNITY COLLEGE
 MARYLHURST UNIVERSITY
 OREGON HEALTH AND SCIENCE UNIVERSITY
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 pacific u
 UNIVERSITY OF OREGON
 CONCORDIA UNIV
 Marylhurst University
 Corban College
 Oregon Center For Advanced T
 Beta Omega Alumnae
 Oregon Institute of Technology

Account Type: Other (50 records)

Clackamas River Water Providers
 eickhoffdev co inc
 The Klamath Tribe
 Life Flight Network LLC
 COVENANT RETIREMENT COMMUNITIES
 PENTAGON FEDERAL CREDIT UNION
 SAIF CORPORATION
 GREATER HILLSBORO AREA CHAMBER OF
 COMMERCE
 LANE ELECTRIC COOPERATIVE
 USAGENCIES CREDIT UNION
 DOUGLAS ELECTRIC COOPERATIVE, INC.
 ROGUE FEDERAL CREDIT UNION
 PACIFIC CASCADE FEDERAL CREDIT UNION

U.S. COMMUNITIES INFORMATION STATE NOTICE ADDENDUM

PACIFIC STATES MARINE FISHERIES
COMMISSION
LOCAL GOVERNMENT PERSONNEL INSTITUTE

MID COLUMBIA COUNCIL OF GOVERNMENTS

CLACKAMAS RIVER WATER
GRANTS PASS MANAGEMENT SERVICES, DBA

SPIRIT WIRELESS
Clatskanie People's Utility District
Ricoh USA
Heartfelt Obstetrics & Gynecology
Coquille Economic Development Corporation

Cintas
CITY/COUNTY INSURANCE SERVICE
PIONEER COMMUNITY DEVELOPMENT
Cornerstone Association Inc
COMMUNITY CYCLING CENTER
NPKA
Shangri La
Portland Impact
Eagle Fern Camp
NORTHWEST VINTAGE CAR AND MOTORCYCLE

K Churchill Estates
Cvalco
KLAMATH FAMILY HEAD START
RIVER CITY DANCERS
Oregon Permit Technical Association
KEIZER EAGLES AERIE 3895
Pgma/Cathie Bourne
Astra
CSC HEAD START
Beit Hallel
Oregon Public Broadcasting
La Grande Family Practice
SELCO Community Credit Union
Sphere MD
Halsey-Shedd Fire District
crescent grove cemetery
EOU - NEOAHEC

Account Type: City Special District (21 records)

Molalla Rural Fire Protection District
MONMOUTH - INDEPENDENCE NETWORK
MALIN COMMUNITY PARK AND RECREATION
DISTRICT
TILLAMOOK PEOPLES UTILITY DISTRICT
GLADSTONE POLICE DEPARTMENT
GOLD BEACH POLICE DEPARTMENT
THE NEWPORT PARK AND RECREATION
CENTER
RIVERGROVE WATER DISTRICT
WEST VALLEY HOUSING AUTHORITY
TUALATIN VALLEY FIRE & RESCUE
GASTON RURAL FIRE DEPARTMENT
CITY COUNTY INSURANCE SERVICES
METRO
Roseburg Police Department
SOUTH SUBURBAN SANITARY DISTRICT
OAK LODGE SANITARY DISTRICT
SOUTH FORK WATER BOARD
SUNSET EMPIRE PARK AND RECREATION
SPRINGFIELD UTILITY BOARD
Tillamook Urban Renewal Agency
Boardman Rural Fire Protection District

Account Type: Independent Special District (43 records)

Silverton Fire District
Lewis and Clark Rural Fire Protection District

Rainbow Water District
Illinois Valley Fire District
PORT OF TILLAMOOK BAY
TRI-COUNTY HEALTH CARE SAFETY NET
ENTERPRISE
METROPOLITAN EXPOSITION-RECREATION
COMMISSION
REGIONAL AUTOMATED INFORMATION
NETWORK
OAK LODGE WATER DISTRICT
THE PORT OF PORTLAND
WILLAMALANE PARK AND RECREATION
DISTRICT
TUALATIN VALLEY WATER DISTRICT

U.S. COMMUNITIES INFORMATION STATE NOTICE ADDENDUM

UNION SOIL & WATER CONSERVATION
DISTRICT
LANE EDUCATION SERVICE DISTRICT
TUALATIN HILLS PARK AND RECREATION
DISTRICT
PORT OF SIUSLAW
CHEHALEM PARK AND RECREATION DISTRICT

PORT OF ST HELENS
LANE TRANSIT DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
HOODLAND FIRE DISTRICT NO.74
WEST MULTNOMAH SOIL AND WATER
CONSERVATION DISTRICT
SALEM AREA MASS TRANSIT DISTRICT
Banks Fire District #13
KLAMATH COUNTY 9-1-1
GLENDALE RURAL FIRE DISTRICT
COLUMBIA 911 COMMUNICATIONS DISTRICT

NW POWER POOL
Lowell Rural Fire Protection District
TriMet Transit
Estacada Rural Fire District
Keizer Fire District
State Accident Insurance Fund Corporation
Bend Metro Park & Recreation District
La Pine Park & Recreation District
Siuslaw Public Library District
Columbia River Fire & Rescue
Seal Rock Water District
Rockwood Water P.U.D.
Tillamook Fire District
Tillamook County Transportation Dist
Central Lincoln People's Utility District
Jefferson Park and Recreation

Account Type: City (133 records)

Brookings Fire / Rescue
City of Veneta
CITY OF DAMASCUS
Hermiston Fire & Emergency Svcs
CEDAR MILL COMMUNITY LIBRARY
CITY OF LAKE OSWEGO

EUGENE WATER & ELECTRIC BOARD
LEAGUE OF OREGON CITIES
CITY OF SANDY
CITY OF ASTORIA OREGON
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CENTRAL POINT POLICE DEPARTMENT

CITY OF CLATSKANIE
CITY OF CONDON
CITY OF COOS BAY
CITY OF CORVALLIS
CITY OF CRESWELL
CITY OF ECHO
CITY OF ESTACADA
CITY OF EUGENE
CITY OF FAIRVIEW
CITY OF GEARHART
CITY OF GOLD HILL
CITY OF GRANTS PASS
CITY OF GRESHAM
CITY OF HILLSBORO
CITY OF HOOD RIVER
CITY OF JOHN DAY
CITY OF KLAMATH FALLS
CITY OF LA GRANDE
CITY OF MALIN
CITY OF MCMINNVILLE
CITY OF HALSEY
CITY OF MEDFORD
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MORO
CITY OF MOSIER
CITY OF NEWBERG
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF POWERS
RAINIER POLICE DEPARTMENT
CITY OF REEDSPORT
CITY OF RIDDLE
CITY OF SCAPPOOSE
CITY OF SEASIDE

U.S. COMMUNITIES INFORMATION STATE NOTICE ADDENDUM

CITY OF SILVERTON
 CITY OF STAYTON
 City of Troutdale
 CITY OF TUALATIN, OREGON
 CITY OF WARRENTON
 CITY OF WEST LINN/PARKS
 CITY OF WOODBURN
 CITY OF TIGARD, OREGON
 CITY OF AUMSVILLE
 CITY OF PORT ORFORD
 CITY OF EAGLE POINT
 CITY OF WOOD VILLAGE
 St. Helens, City of
 CITY OF WINSTON
 CITY OF COBURG
 CITY OF NORTH PLAINS
 CITY OF GERVAIS
 CITY OF YACHATS
 FLORENCE AREA CHAMBER OF COMMERCE
 PORTLAND DEVELOPMENT COMMISSION
 CITY OF CANNON BEACH OR
 CITY OF ST. PAUL
 CITY OF ADAIR VILLAGE
 CITY OF WILSONVILLE
 HOUSING AUTHORITY OF THE CITY OF SALEM

 CITY OF HAPPY VALLEY
 CITY OF SHADY COVE
 CITY OF LAKESIDE
 CITY OF MILLERSBURG
 CITY OF GATES
 KEIZER POLICE DEPARTMENT
 CITY OF DUNDEE
 CITY OF AURORA
 THE CITY OF NEWPORT
 CITY OF ALBANY
 CITY OF ASHLAND
 CITY OF LEBANON
 CITY OF PORTLAND
 CITY OF SALEM
 CITY OF SPRINGFIELD
 CITY OF BURNS
 CITY OF COTTAGE GROVE
 CITY OF DALLAS
 CITY OF FALLS CITY

CITY OF PHOENIX
 CITY OF PRAIRIE CITY
 CITY OF REDMOND
 CITY OF SHERWOOD
 City of junction city
 City of Florence
 City of Dayton
 City of Monmouth
 City of Philomath
 City of Sheridan
 Seaside Public Library
 City of Yoncalla
 La Grande Police Department
 Cove City Hall
 Woodburn City Of
 NW PORTLAND INDIAN HEALTH BOARD
 Portland Patrol Services
 City Of Bend
 City Of Coquille
 City Of Molalla
 City Of North Bend
 Columbia Gorge Community
 ROCKWOOD WATER PEOPLE'S UTILITY
 DISTRICT
 City of St. Helens
 City of North Powder
 City of Cornelius, OR
 Toledo Police Department
 City of Independence
 City of Baker City
 McMinnville Water & Light
 CITY OF SWEETHOME
 DESCHUTES PUBLIC LIBRARY
 City of Ontario
 North Lincoln Fire & Rescue #1
 CITY OF LINCOLN CITY
 City of Milton-Freewater
 City of Forest Grove
 City Govrnment
 City of Mt. Angel

Account Type: County Special District (27 records)
 Netarts-Oceanside RFPD
 UIUC

U.S. COMMUNITIES INFORMATION STATE NOTICE ADDENDUM

Rogue River Fire District
Tillamook County Emergency Communications District
Southern Coos Hospital
Oregon Cascades West Council of Governments
MULTONAH COUNTY DRAINAGE DISTRICT #1

PORT OF BANDON
OR INT'L PORT OF COOS BAY
MID-COLUMBIA CENTER FOR LIVING
DESCHUTES COUNTY RFPD NO.2
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
CENTRAL OREGON IRRIGATION DISTRICT
MARION COUNTY FIRE DISTRICT #1
COLUMBIA RIVER PUD
SANDY FIRE DISTRICT NO. 72
BAY AREA HOSPITAL DISTRICT
NEAH KAH NIE WATER DISTRICT
PORT OF UMPQUA
EAST MULTNOMAH SOIL AND WATER CONSERVANCY
Benton Soil & Water Conservation District
DESCHUTES PUBLIC LIBRARY SYSTEM
CLEAN WATER SERVICES
Crooked River Ranch Rural Fire Protection District
PARROTT CREEK CHILD & FAM
South Lane County Fire And Rescue

Account Type: Community College (15 records)

CENTRAL OREGON COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
LANE COMMUNITY COLLEGE
MT. HOOD COMMUNITY COLLEGE
LINN-BENTON COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
PORTLAND COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
ROGUE COMMUNITY COLLEGE

COLUMBIA GORGE COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
KLAMATH COMMUNITY COLLEGE DISTRICT
OREGON COMMUNITY COLLEGE ASSOCIATION

Oregon Coast Community College
Clatsop Community College

Account Type: State Agency (36 records)

Oregon Forest Resources Institute
Office of the Ong Term Care Ombudsman
Oregon State Lottery
OREGON TOURISM COMMISSION
OREGON STATE POLICE
OFFICE OF THE STATE TREASURER
OREGON DEPT. OF EDUCATION
SEIU LOCAL 503, OPEU
OREGON DEPARTMENT OF FORESTRY
OREGON STATE DEPT OF CORRECTIONS
OREGON CHILD DEVELOPMENT COALITION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS

OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
BOARD OF MEDICAL EXAMINERS
OREGON LOTTERY
OREGON BOARD OF ARCHITECTS
SANTIAM CANYON COMMUNICATION CENTER

OREGON DEPT OF TRANSPORTATION
OREGON TRAVEL INFORMATION COUNCIL
OREGON DEPARTMENT OF EDUCATION
OREGON DEPT. OF CORRECTIONS
DEPARTMENT OF ADMINISTRATIVE SERVICES

Oregon Tradeswomen
Oregon Convention Center
OREGON SCHL BRDS ASSOCIAT
OREGON DEPARTMENT OF HUMAN SERVICES

CARE OREGON
Kdrv Channel 12
Central Oregon Home Health and Hos
Oregon Health Care Quality Cor
Opta Oregon Permit Technician

U.S. COMMUNITIES INFORMATION STATE NOTICE ADDENDUM

HOUSING DEVELOPING CORP

State of Oregon - Department of
Administrative Services

Aging and People with Disabilities

STATE OF OREGON

Account Type: Consolidated City/County (2
records)

City of Carlton

City of Pendleton Convention Center

Account Type: Federal (6 records)

US FISH AND WILDLIFE SERVICE

Bonneville Power Administration

Oregon Army National Guard

USDA Forest Service

Yellowhawk Tribal Health Center

ANGELL JOB CORPS

Account Type: Housing Authority (6 records)

Coquille Indian Housing Authority

HOUSING AUTHORITY OF PORTLAND

NORTH BEND CITY- COOS/URRY HOUSING
AUTHORITY

MARION COUNTY HOUSING AUTHORITY

Housing Authority of Yamhill County

The Housing Authority of the County of
Umatilla

State: WA (1 record)

Account Type: College and University (1
record)

WALLA WALLA COLLEGE

U.S. COMMUNITIES INFORMATION FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), County may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the

**U.S. COMMUNITIES INFORMATION
FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR
CONTRACTS AND GRANTS**

course of or under this Agreement, shall belong to the County and be disposed of in accordance with County policy. The County, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as County deems necessary, Contractor shall permit County, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or County makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

U.S. COMMUNITIES INFORMATION
COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

ATTACHMENT A EXPERIENCE RECORD

PUBLIC ENTITY PAST PERFORMANCE PROJECT EXAMPLES THAT ILLUSTRATE BIDDER'S QUALIFICATIONS FOR THIS CONTRACT				
Bidders shall complete this Experience Record for each of the 50 projects required in Scope of Work and Qualifications Section 3.2 (2 turn-key projects each for 25 states). Use additional space as necessary.				
PROJECT TITLE:		PROJECT LOCATION (CITY & STATE):		EXAMPLE PROJECT #:
PROJECT OWNER:		POINT OF CONTACT:		POINT OF CONTACT'S PHONE NUMBER:
PERFORMANCE & PAYMENT BOND #:	SURETY COMPANY:		POINT OF CONTACT'S E-MAIL ADDRESS:	
PROJECT SIZE (SQ FT):	START DATE (MONTH & YEAR):	DATE COMPLETE (MONTH & YEAR):	FINAL CONTRACT AMOUNT:	
TYPES OF ROOFING/WATERPROOFING SYSTEMS / COMPONENTS:				
BRIEF DESCRIPTION OF THE PROJECT:				
PROJECT EXAMPLE'S RELEVANCE TO THIS CONTRACT:				
PRIME CONTRACTOR NAME:		PRIME CONTRACTOR LOCATION (CITY & STATE):		STATE LICENSE # (IF APPLICABLE):
SUBCONTRACTOR NAME:		SUBCONTRACTOR LOCATION (CITY & STATE):		STATE LICENSE # (IF APPLICABLE):

ATTACHMENT B
PRICING

Please contact the Cobb County Purchasing Department at purchasing@cobbcounty.org to receive the pricing sheet in Excel Format.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: May 17, 2018

**SUBJECT: AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT
BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF
SEASIDE FOR ACCEPTANCE OF A TYPE II HAZARDOUS
MATERIAL EMERGENCY RESPONSE VEHICLE, TRAINING AND
EQUIPMENT AT NO COST TO THE CITY.**

PURPOSE & RECOMMENDATION

It is recommended that the City Council authorize the City Manager to enter into agreement with the State of California Office of Emergency Services (Cal-OES), on behalf of the City of Seaside, for acceptance and use of a Type II Hazardous Material (Haz/Mat) Emergency Response Vehicle, equipment and future training as part of the Monterey County Regional Haz/Mat Response Team (Haz/Mat Team) at no cost to the City.

BACKGROUND

In 2014, a report was issued by Cal-OES with regard to the lack of preparation in California for emergency Haz/Mat responses to incidents involving the rail transportation of Crude by Rail (CBR). Once completed, the report was further expanded to include all Haz/Mat products transported across our state by rail. CBR transport is projected to increase dramatically within California and one proposed route of travel would potentially include three to four (3-4) trains weekly through greater Monterey County.

The Cal-OES Fire, Rescue and Haz/Mat Program has developed a Regional Haz/Mat Program that will be similar to the Cal-OES Fire Engine Program. This Regional Haz/Mat Program is intended to provide additional response capability and fill in the gaps across the state where there is limited or no response capability for Haz/Mat incidents. Cal-OES will be distributing twelve (12) Type II Haz/Mat Emergency Response Vehicles. Each of the Vehicles will have all required Firefighting Resources of California Organized for Potential Emergencies (FIRESCOPE) Type II standardized equipment.

In addition, Cal-OES will coordinate all of the required training for personnel who are not trained to the Specialist level for a FIREScope Type II Haz/Mat Response Team. As part of the required training, Cal-OES will cover the costs for the necessary backfill for those staff who are taking this required training. One of the twelve (12) vehicles will be delivered and stationed at the Seaside Fire Department and be available for County wide response as well as mutual aid throughout the State.

This Regional Haz/Mat Program includes full reimbursement to the City of Seaside for all related personnel, equipment, vehicle and maintenance costs. In addition, the agreement provides for full cost reimbursement to maintain status as a Type II Haz/Mat Response Team with regard to all initial, on-going and refresher training for a minimum of seventeen (17) firefighting personnel which includes Salinas Fire staff, as well as a compliment of three (3) chief officers trained to the California Specialized Training Institute (CSTI) and FIREScope Haz/Mat Specialist level.

Acceptance of this agreement will ensure an additional long term outside funding source for the Haz/Mat Team and the majority of all future and on-going vehicle, equipment and training costs.

RISK MANAGEMENT REVIEW

Deputy City Manager of Administrative Service Daphne Hodgson has reviewed the agreement and approved to form.

PREVIOUS CITY COUNCIL ACTION

At the May 18, 2017 City Council meeting, City Council approved a reimbursement agreement with Cal-OES to fund the Hazardous Materials training.

FISCAL IMPACT

Fiscal impact is minimal as the City of Seaside is required to fund the first \$100.00 of maintenance and repair.

ATTACHMENTS

1. Resolution
 2. Agreement
-

Reviewed for Submission to the
City Council by:

Meeting Date: May 17, 2018



Craig Malin, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT
BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF SEASIDE FOR
ACCEPTANCE OF A TYPE II HAZARDOUS MATERIAL EMERGENCY
RESPONSE VEHICLE, TRAINING AND EQUIPMENT.**

WHEREAS, In 2014, a report was issued by Cal-OES with regard to the lack of preparation in California for emergency Haz/Mat responses to incidents involving the rail transportation of Crude by Rail (CBR) as well as other hazardous materials; and,

WHEREAS, The Cal OES Fire, Rescue and Haz/Mat Program has developed a Regional Haz/Mat Program that will be similar to the Cal OES Fire Engine Program; and,

WHEREAS, This Regional Haz/Mat Program is intended to provide additional response capability and fill in the gaps across the state where there is limited or no response capability for Haz/Mat incidents; and,

WHEREAS, Cal OES will be distributing twelve (12) Type II Haz/Mat Emergency Response Vehicles. Each of the Vehicles will have all required Firefighting Resources of California Organized for Potential Emergencies (FIREScope) Type II standardized equipment; and,

WHEREAS, One of the twelve (12) vehicles will be delivered and stationed at the Seaside Fire Department and be available for County wide response as well as mutual aid throughout the State; and,

WHEREAS, This Regional Haz/Mat Program includes full reimbursement to the City of Seaside for all related personnel, equipment, vehicle and maintenance cost.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby authorizes the City Manager to sign an agreement between the State of California and the City of Seaside for the acceptance of a type II hazardous materials emergency response vehicle, training and equipment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17TH day of May, 2018, by the following vote:

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

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



April 24, 2018

Brian Dempsey, Fire Chief
Seaside Fire Department
1635 Broadway Avenue
Seaside, CA 93955

Dear Chief Dempsey:

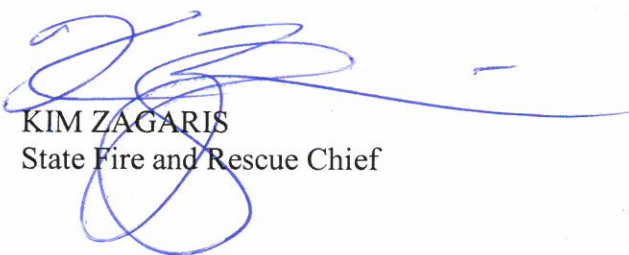
Enclosed are two copies of the Assignment of Hazardous Materials Vehicle and Equipment Agreement covering the assignment of the Governor's Office of Emergency Services' (CAL OES) Hazmat vehicle No. 22 to the Seaside Fire Department.

Please have the authorized official sign both copies of the above-mentioned Agreement and return one original set to our office. CAL OES also requires that Seaside Fire Department provide us with a Certificate of Insurance or, letter certifying self- insurance, in accordance with Paragraph 18 or 19 at least 30 days prior to your transfer of the vehicle.

Please read the Agreement carefully and if you have any questions regarding this assignment, please feel free to contact our office.

If you have any questions regarding this assignment, please feel free to contact our office.

Sincerely,


KIM ZAGARIS
State Fire and Rescue Chief

KZ/sr
Enclosures

CC: Chief Dave Rocha, Region Fire and Rescue Coordinator
Deputy Chief Lewis Broschard, Operational Area Coordinator
Brian Woodbeck, CAL OES Deputy Chief of Operations
Larry Collins, CAL OES Duty Chief, Special Operation and Haz Mat Section
Dave Franklin, CAL OES Assistant Chief for Region II

**AGREEMENT FOR
TEMPORARY ASSIGNMENT OF VEHICLE AND EQUIPMENT**

THIS AGREEMENT, entered into this 8th day of May, 2018, by and between the between the GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES)," and Seaside Fire Department, acting by and through its duly appointed, qualified and acting officers, hereinafter called "**ASSIGNEE**".

WITNESSETH:

WHEREAS, the State of California has purchased fire apparatus and equipment for the purpose of responding to incidents in furtherance of the California Fire Service and Rescue Emergency Mutual Aid Plan; and

WHEREAS, **CAL OES** is authorized to assign these fire apparatus and equipment to local jurisdictions throughout the State under written agreements to be staged for **CAL OES** purposes and for use by local jurisdictions for the purposes described below; and

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows: **CAL OES**

1. **ASSIGNMENT.** **CAL OES** hereby transfers possession of the below identified Hazardous Materials Vehicle and equipment listed on the attached and incorporated by reference Exhibit "A" (hereinafter, collectively referred to as "Apparatus") to **ASSIGNEE** and **ASSIGNEE** hereby accepts possession from **CAL OES**.
 - a. Vehicle Description: **2017 HME AHRENS-FOX Type II Hazardous Materials Vehicle**
Vehicle Designation: **HM-22**
Vehicle License Number: **1527926**
Vehicle Identification Number: **44KFT4289HWZ22913**
Value of Vehicle: **\$538,000.00**
Value of Hose and Appliances: **\$262,000.00**
 - b. Equipment inventories (Exhibit "A") may by mutual written concurrence of the **CAL OES** and **ASSIGNEE** be changed during the term of this Agreement, utilizing property accountability procedures established or approved by the State.
2. **TERM.** The term of this Agreement shall commence on May 8, 2018 for ten (10) years unless terminated pursuant to the terms of this Agreement.
3. **CONSIDERATION.** Consideration for this Agreement is the mutual benefit the parties will enjoy by having the Apparatus locally available for use as provided in this Agreement.
4. **HOUSING, MAINTENANCE, REPAIR, AND REPLACEMENT.**
 - a. During the term of this Agreement, **ASSIGNEE** agrees to adequately house in an enclosed secure structure, staff, operate, maintain and repair the Apparatus and equipment at its sole cost and expense, except as otherwise expressly provided in this Agreement. **ASSIGNEE** also agrees to complete all reports and maintain records consistent with Section 16 and 17.

Apparatus shall be housed on property of the **ASSIGNEE** in a manner to provide reasonable protection against inclement weather, sabotage, theft, or malicious damage. Apparatus shall be maintained in such condition that it is available for immediate emergency use, and at the same standard as other emergency apparatus operated by **ASSIGNEE**. Maintenance shall include care of batteries, tires, appliances, lubrication and fuel, general cleaning and polishing, minor body repairs and periodic testing. Repairs shall include, without being limited to, motor tune-ups, transmission, differential and all running gear, brake and exhaust systems, cooling devices including radiator, and equipment assigned to Apparatus.

b. Repairs to the Apparatus up to \$100.00 for each individual item of repair shall be the responsibility of **ASSIGNEE**.

c. Repairs to the Apparatus that exceed \$100.00 for each individual item of repair shall be the responsibility of **CAL OES** on a \$100.00 deductible basis, unless in the sole judgment and discretion of the **CAL OES** the need for repair results from misuse or negligence on the part of **ASSIGNEE** in the maintenance or use of the Apparatus, in which event the cost of each such item of repair above \$100.00 will be the responsibility of **ASSIGNEE**. In no event will **ASSIGNEE** arrange for repairs costing over \$100.00 for any item of repair, whether it is the responsibility of **CAL OES** or **ASSIGNEE**, without first obtaining written authorization from the **CAL OES** Fire and Rescue Division.

d. Notwithstanding the foregoing, replacement of batteries and tires for the Apparatus shall be the responsibility of **CAL OES**, except to the extent **CAL OES** determines that the damage thereto is the result of negligence or misuse on the part of **ASSIGNEE**, in which event **ASSIGNEE** will bear such portion of the replacement cost thereof as the **CAL OES** deems equitable. Procurement of tires and batteries is subject to State fiscal policies and procedures, and written approval must be obtained from the **CAL OES** Fire and Rescue Division prior to procurement.

e. Maintenance and repairs must be requested and authorized pursuant to the most recent version of the **CAL OES** Fire and Rescue Division Operations Bulletin #18, which is hereby incorporated into this Agreement by reference.

f. Repair or replacement of the Apparatus transferred hereunder which is lost, stolen, damaged, or destroyed during mutual aid operations when **CAL OES** has dispatched or directed the dispatch of the Apparatus through Regional or Operational Area Fire and Rescue Coordinators, or when **CAL OES** has reassigned said Apparatus, shall be the responsibility of **CAL OES**. If the loss or damage is due to the negligence of **ASSIGNEE**, **ASSIGNEE** shall be liable to the extent that the **CAL OES** deems equitable. **ASSIGNEE** agrees that it will assume responsibility in full for the repair or replacement of equipment which has been lost, stolen, damaged or destroyed in operations other than referred to in this paragraph.

g. A Smoke Opacity Test and Ladder Certification Test must be completed annually by **ASSIGNEE**. Calibration or recalibration of detection equipment shall be completed as required by the manufactures recommendation and/or by OSHA.

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Fire and Rescue Division

5. INSPECTION OF APPARATUS: **ASSIGNEE** agrees that representatives of the **CAL OES** Fire and Rescue Division and other authorized State personnel may inspect the Apparatus at any time.
6. USE OF THE APPARATUS: The use of the Apparatus is intended to provide for mutual aid, multiple alarm event and emergency incidents, emergency incidents threatening properties vital to national defense or important military installations, training of regular, volunteer and auxiliary firefighters and temporary standby for **ASSIGNEE's** regular vehicle and the regular apparatus of other departments while out of service for repairs. The Apparatus is also intended for surge capacity and to fill in the gaps across the state where there is limited or no response capability. **CAL OES** reserves the right to dispatch the Apparatus at the discretion of the Director of **CAL OES**, his/her designated representatives, or the Operational Area, and Regional Fire and Rescue Coordinators. Reimbursements for such deployments use protocols in keeping with master mutual aid request and include funds for both overtime and backfilling for the deployed members on a portal-to-portal basis. **For uses other than when activated through CAL OES Fire and Rescue Mutual Aid System to provide Hazardous Materials Mutual Aid in accordance with the California State Mutual Aid Plan**, any portion of the Apparatus assigned that cannot be decontaminated, or is disposable and cannot be reused, will be billed to the responsible party at current cost for replacement. The **ASSIGNEE** will pursue these costs from any identified responsible parties. In either case the **ASSIGNEE** will immediately notify the Operational Area Dispatch Center or **CAL OES**. The **ASSIGNEE** further agrees that Cover-in or Standby of an assigned Apparatus exceeding 90 days is at the discretion of the **CAL OES**.
7. OPERATING PROCEDURES: The **ASSIGNEE** will develop and implement written operating procedures consistent with approved FIREScope Type II Hazardous Materials Team operational and safety practices and with **CAL OES** operating procedures that provide clear instructions for safely conducting activities involved in each Vehicle Personal Protective Equipment (PPE) and Specialized Equipment.
8. TRAINING AND STAFFING OF THE APPARATUS:
 - a. **ASSIGNEE** will staff the apparatus per FIREScope Type II Hazardous Material ICS standards (<http://www.firescope.org/>). All personnel assigned to the Apparatus must meet California Hazardous Materials Type II Response Training requirements and ICS standards established in Title 8, Industrial Relations Section 5192. The list of personnel that the **ASSIGNEE** selects for training must be submitted at a minimum of thirty (30) days prior to the start of the class for approval by **CAL OES** Fire and Rescue Division.
 - b. **ASSIGNEE** will ensure that continual training is conducted so that the requisite number of certified Hazardous Materials Specialists will at all times be available to staff and operate the Apparatus, including when the Apparatus and its staff are activated through **CAL OES** Fire and Rescue Mutual Aid System to provide Hazardous Materials Mutual Aid in accordance with the California State Mutual Aid Plan.
 - c. Upon such activation by **CAL OES** Fire and Rescue, **ASSIGNEE** will provide a minimum of five staff to the Apparatus who are certified Hazardous Materials Specialists, one of whom must be trained to the minimum of Assistant Safety Officer HazMat per ICS-HM-222-5, and meeting or having the equivalent to the requirements found in Title 19 CCR 2520(r).

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Additionally, the five staff provided by ASSIGNEE upon activation by **CAL OES** Fire and Rescue must have the following minimum qualifications:

- i. Must be capable of identifying known and unknown chemical substances using a variety of identification methods, procedures, kits, and devices;
- ii. Must be able to utilize electronic detection and continuous monitoring systems;
- iii. Must be able to employ proper methods for substance capture, evidence collection, sampling, and labeling;
- iv. Must be able to utilize radiological detection devices for alpha, beta, and gamma threats;
- v. Must be able to ensure proper selection, use, and care of specialized chemical protective clothing, including totally encapsulating vapor protection, liquid-splash protection, cryogenic liquids protection, and ultra-high temperature protection; and
- vi. Must be able to use the most up to date technical reference material and chemical database information, including chemical and physical property research, and vapor plume and mapping over-lay programs.

d. The **ASSIGNEE** shall provide a staffing roster of 17 certified Hazardous Materials Specialists. The staffing roster must allow five certified team members on three shifts as well as an additional two-team members due to day off and leave occurrences. Further, the personnel rotation will follow the direction outlined in the California Fire Assistance Agreement when assigned to an incident.

9. HAZARDOUS MATERIALS REFRESHER TRAINING: **ASSIGNEE** agrees to participate in annual Hazardous Materials refresher training in the form of continuing education and training to be scheduled cooperatively between the **ASSIGNEE** and the **CAL OES** Fire & Rescue Division. The **ASSIGNEE** shall prepare and maintain a record which contains the identity of the employee, the date of Apparatus operations training, total number of training hours, and the means used to verify that the employee understood the training. Refresher training shall be properly documented to the satisfaction of **CAL OES**, and shall be shared with the **CAL OES** Fire & Rescue Division using procedures developed mutually by the **ASSIGNEE** and **CAL OES**.
10. APPARATUS OPERATION REFRESHER TRAINING: **ASSIGNEE** agrees to conduct Apparatus operations training annually or more often, if necessary, to each employee involved in operating the Apparatus to ensure that the employee understands and adheres to the current operating and safety procedures. **CAL OES** and the **ASSIGNEE**, in consultation with the employees involved with operating the Apparatus, will determine the appropriate frequency and type of continuing education and training for Apparatus operation. **ASSIGNEE** shall verify that each employee involved in operating the Apparatus has received and understood the Apparatus

operation continuing education and training requirements. The **ASSIGNEE** shall prepare and maintain a record which contains the identity of the employee, the date of Apparatus operations

training, total number of training hours, and the means used to verify that the employee understood the training. Refresher training shall be properly documented to the satisfaction of **CAL OES**, and shall be shared with the **CAL OES** Fire & Rescue Division using procedures developed mutually by the **ASSIGNEE** and **CAL OES**.

11. PERSONAL PROTECTIVE EQUIPMENT (PPE) AND SPECIALIZED EQUIPMENT: It shall be the responsibility of **CAL OES** to provide response personnel with all other PPE that may be required by NFPA 1991 and 1992, other NFPA Standards, and California Title 8. It shall be the responsibility of **CAL OES** to provide all response equipment listed for the Apparatus in the FIRESCOPE STANDARDIZED HAZARDOUS MATERIALS TYPE II EQUIPMENT LIST which is located at <http://www.firescope.org/>.
12. DISPATCHING: All movement of the Apparatus shall be handled through the official dispatching channels of **ASSIGNEE**. **ASSIGNEE** dispatchers will recognize and act on all official requests for movement of the Apparatus in conformance with the Fire and Rescue Annex (California Fire and Rescue Mutual Aid System) to the State Emergency Plan and its subsequent revisions. **CAL OES** reserves the right to dispatch, direct the dispatch of, or temporarily reassign the Apparatus whenever the Apparatus is essential to the protection of life and property in another jurisdiction or in the best interest of the **CAL OES**. The **ASSIGNEE** shall immediately notify **CAL OES** when the Apparatus is dispatched to (local or regional) emergencies other than that for State Mutual Aid. The **ASSIGNEE** shall notify the **CAL OES** Fire & Rescue Division when the Apparatus is used for exercises or to conduct training.
13. MUTUAL AID RESPONSE: Procedures for mutual aid response shall be in accordance with California Fire Service and Rescue Emergency Mutual Aid Plan.
14. REIMBURSABLE RESPONSE: Reimbursement for mutual aid may be provided pursuant to a governor's disaster proclamation or when conditions warrant invoking the California Fire Assistance Agreement, Emergency Management Assistance Compact, or the Interstate Compact as appropriate. There is no other existing provision for mutual aid reimbursement.
15. TRAINING COST:
 - a. **CAL OES** will pay for the training, outlined in paragraph 8 above, which includes tuition, in-state travel, and backfill. Travel costs are calculated using the established rate based on the current California Fire Assistance Agreement with **CAL OES** Fire and Rescue Division. In the event that an agency-identified individual does not attend or is unsuccessful in completing any training paid for by **CAL OES** the **ASSIGNEE** will be responsible for all costs including backfill, travel, and tuition. All costs for training, including travel and backfill, must be preapproved in writing by **CAL OES**.
 - b. If training is less than 50 miles from home fire station backfill will cover 12 hours the member is in training status. If training is more than 50 miles, backfill will cover all of the scheduled hours in training and travel of that member.

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Fire and Rescue Division

- c. Those receiving the reimbursable training are, expected to fulfill a minimum 1 (one) year commitment. ASSIGNEE will be required to reimburse **CAL OES** for those who attended the reimbursable training but did not fulfill the minimum time commitment so those funds can be used to train another team member.
16. REPORTS AND RECORDS: ASSIGNEE shall maintain daily and monthly reports on the details of Apparatus use on **CAL OES** F-101 Form. Written results of all tests and reports shall be forwarded to **CAL OES**' Fire and Rescue Division (Special Operations and Hazardous Materials Section), by the end of the calendar year. The most recent copies of the tests and reports shall be maintained in the Apparatus logbook.
17. REPORT OF ACCIDENTS: ASSIGNEE shall immediately notify the **CAL OES** Fire and Rescue Division following any and all accidents involving the Apparatus. It shall be the responsibility of ASSIGNEE to fill out State Form 270, "Report of Automobile Accident," and file the report with the Governor's Office of Emergency Services. A copy of this report shall be retained by the ASSIGNEE and the original and four copies forwarded to **CAL OES**.
18. INSURANCE PROTECTION (Non- State Agencies):
- a. ASSIGNEE agrees forthwith to furnish evidence of insurance protecting the legal liability of the ASSIGNEE and **CAL OES** for liability and/or property damage with a combined single limit of \$1,000,000.00 per occurrence, by means of a Certificate of Insurance naming the State of California as Additional Insured. Said certificate shall contain an Agreement by the insurance company that it will not cancel said policy without 15 days prior written notice to the **CAL OES** and that **CAL OES** is not liable for the payment of any premiums or assessments thereon. Said certificate must include the description of the apparatus including VIN, state license number, and **CAL OES** unit number.
- b. In the event the ASSIGNEE is self-insured, ASSIGNEE in lieu of a certificate of insurance shall furnish **CAL OES** a written statement of such fact. In such event, ASSIGNEE agrees to hold the **CAL OES** harmless from any personal injury or property damage claims arising out of its maintenance, use or operation of the Apparatus under the terms of this Agreement.
- c. Physical damage insurance, including collision coverage and comprehensive coverage, must be obtained. The State of California will be named as a loss payee. In the event of a non-total loss, ASSIGNEE is responsible for returning Apparatus to original standard. The description of the Apparatus and the necessary amount of insurance required is outlined in attached Exhibit "B" which is by this reference made a part hereof.
19. INSURANCE PROTECTION (State Agencies): Any insurance necessary for coverage of the Apparatus will be the sole responsibility of the department having custody of the Apparatus, including when it directs, dispatches, and controls the use of the Apparatus. ASSIGNEE agrees to report Apparatus as being under its control to the Insurance Officer, Department of General Services.

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Fire and Rescue Division

20. TERMINATION OF AGREEMENT:

- a. Either party may terminate this agreement upon fourteen (14) days' written notice to other party.
- b. **ASSIGNEE** may relinquish and **CAL OES** may repossess the Apparatus at any time for any reason upon fourteen (14) days' notice to the other party.
- c. **CAL OES** may repossess any portion of the Apparatus without written notice whenever it deems the same is not being maintained or used in accordance with this agreement.
- d. Upon the termination of this agreement, **ASSIGNEE** agrees to return the Apparatus in the same condition as received with reasonable wear and tear excluding damage due to acts of God and conditions over which **ASSIGNEE** has no control.
- e. As inventory changes occur, or items of equipment are replaced, deleted or added by **CAL OES** or replaced by **ASSIGNEE**, it is mutually agreed that it will be concurrently documented and added as an exhibit to this agreement. **ASSIGNEE** further agrees that all replacements for equipment or the Apparatus will be made with identical or substantially like items as approved by the **CAL OES**.
- f. Nothing in this agreement shall be construed to create a new property interest or right of action for the **ASSIGNEE**.

21. UNAUTHORIZED USE OF CAL OES APPARATUS AND EQUIPMENT: Use of this Apparatus other than as specified in this Agreement will be considered a breach of this Agreement.

22. USE OF RADIO EQUIPMENT:

- a. **CAL OES** will furnish at **CAL OES'S** sole cost, radio equipment installed in the Apparatus to be operated on the following frequencies: 151.145 - 170.925.

- b. **CAL OES** agrees to maintain said equipment without cost to **ASSIGNEE**.

- c. The **ASSIGNEE** agrees to operate said radio equipment in accordance with the Rules and Regulations of the Federal Communications Commission.

- d. **CAL OES remains the owner of all radio equipment provided to ASSIGNEE**, and all applications to the Federal Communications Commission seeking authority to add modify or replace radio equipment covered by this agreement shall be made by **CAL OES**. To activate this agreement and in compliance with the control requirements of the Communications Act of 1934, as amended, **CAL OES** hereby deputizes the Chief of

ASSIGNEE, and such volunteers, regularly employed and salaried assistants as shall be designated by the Chief as his agents to operate said radio equipment as specified in paragraph "c" above.

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23. Assumes No Liability: **CAL OES** assumes no liability hereunder for claims or losses accruing or resulting to any person, firm or corporation as a result of **ASSIGNEE** furnishing or supplying work, services or material or services in connection with the performance of this Agreement or for any claims and losses accruing or resulting to any person, firm or corporation injured or damaged by performance of either party hereunder.
24. NOTIFICATION PROTOCOL: All notices must be made in writing and deposited in the U.S. mail, registered and postage prepaid and addressed as follows: To the **ASSIGNEE** at the Seaside Fire Department, 1635 Broadway Avenue, Seaside, CA, 93955 and to **CAL OES** Fire and Rescue Division at 3650 Schriever Ave., Mather, CA 95655. Nothing herein contained shall preclude the giving of any such notice by personal service.
25. ALTERATION: It is mutually understood and agreed that this agreement cannot be amended or changed unless amended in writing and signed by the parties hereto. All prior oral agreements are superseded by this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement upon the date first above written.

ASSIGNEE:

Craig Malin
City Manager,
Seaside

By _____
Craig Malin, City Manager

CAL OES:

Mark Ghilarducci
Director,
Governor's Office of Emergency Services

By  4/24/18
Kim Zagaris, State Fire and Rescue Chief

CALIFORNIA OFFICE OF EMERGENCY SERVICES

Fire and Rescue Division

3650 Schriever Ave

Mather, CA. 95655

Phone (916) 845-8711

Night-Weekends: (916) 845-8911

Fax: (916) 845-8396



MASTER HAZARDOUS MATERIALS EQUIPMENT INVENTORY SPREADSHEET

EXHIBIT A

AGREEMENT for TEMPORARY TRANSFER of VEHICULAR EQUIPMENT

HM-22

Agency Name:	Seaside	Operational Area:	Monterey County	Operational Identifier:	Agency Designator:	SEA
Vehicle I.D. Number (VIN):	44KFT4288HWZ	Ca. Lin Number	1527926	HM-22	Region	2

FIELD TESTING – SEL Category 1

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr. If known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
1.1.1	Test Strips, pH Paper	Packet, 1/4" x 3" tabs	1 Pkt		Whatman	100-12V-100	Comp.	Tray	
1.1.3	Test Strips, Oxidizer	Packet, approx. 1/2" x 3"	1 Pkt		Enquant	160-24V-100	C-1	1	
1.1.4	Test Strips, Peroxide	Packet, approx. 1/2" x 3"	1 Pkt		Enquant	PER-400-1V-50	C-1	1	
1.2.2	Industrial Chemicals, Unknowns Test Kit	Qualitative analysis of unknown substances	1 Kit		Haz-Tec	KT- 7003	C-1	1	180250
1.2.3	PCB Chemicals Test Capability	Stand-alone test kits, or 1.2.2 may satisfy, at least 1 kit.	1 Kit		Dexil	CL-020	C-1	1	
1.3.3	Spectroscopy, Infra-Red	Scans unknowns and compares data in database to identify.	1 Unit		Smiths' Detection	Model: HazMat Elite SN#: 004160216 Laptop Model Dell E5450 SN# 00416216	C-3	1	Infra-Red 180251 Computer 180252
1.4.3	Colorimetric Kit; Multi-Sensing	Detection tube kit, tubes are chemical specific	1 Kit		Drager		C-3	1	180253

AIR MONITORING – SEL Category 2

Inv. #	Item Name	Description	Requirement	Vendor,	Mfr.	Model #, Cat. #	STORAGE	CA. State ID.
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		Oxygen Presence in %; LEL in %; CO presence; H ₂ S presence	(Units, Kits)	Supplier	If Known	and/or SKU #	Comp.	Tray	Number
2.1.1	OSHA Standard 4-gas		1 Unit		RKI	Unit GX 2012 610050064RN	CAB	Desktop	180254
2.1.2	Calibration Kit for 2.1.1 (RKI GX-2012)	As required or recommended by mfr.	1 Unit		Norlab	Y101650PA	Not to be on rig		
2.2.1	Volatile Vapors, in ppm.	Combustible atmospheres (VOC)	1 Capability		RAE	UltraRAE 3000 PGM 7360 SN 596-908753	CAB	Desktop	UltraRAE 3000 180255 ToxiRAE Pro 180256
2.2.1	Toxic Vapors, in ppm	Toxic industrial chemicals (TIC)	1 Capability		RKI	ToxiRAE Pro PGM1860 S/N G024005699	CAB	Desktop	
2.2.2	Aromatic Hydrocarbons	Benzene and other "ring" hydrocarbons, Xylene; May be incorporated as part of #2.2.1.	1 Capability		RAE	UltraRAE	Not to be on rig		
2.2.4	Calibration Kit(s) for 2.2.1 (RAE ToxiRAE Pro)	As required or recommended by mfr.	1 Unit			Controller DKS- 6000 S/N T021001673 Cradle DKS 6002 S/N T025000938 UltraRAE Bottle:	Not to be on rig		Cradle 180258 Controller 180257
2.3.1	Ammonia	Detects ammonia in ppm, range 0 to 100 ppm.	Must have capability for each, one device may suffice		RAE		Not to be on rig		
2.3.2	Freon Refrigerants	Detects presence only.			Agile	I			180259
2.3.3	Halogen Gases	Specifically Chlorine.			RAE	ToxiRAE			
2.3.4	Phosphine	Detects presence only.			RAE	ToxiRAE			
2.3.16	Calibration Kit for 2.2.1 (RAE UltraRAE 3000)	As required or recommended by mfr.	1 Unit		RAE		C-3	1	

SAMPLING – SEL Category 3

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr., If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
3.1.1	Colliwasa Tubes	Disposable; Glass or clear plastic, approx. 43", 225 ml capacity	1 Case of 12		Wheaton	885220	S-2	3	
(3.1.5)	Sampling Kit	Contents listed on the container					C-2	3	
3.1.5 or 3.1.6	Pipette, Transfer	Plastic, Disposable, 15 cm long 5 to 8 ml capacity, or 30 cm long 20 ml capacity	1 Case of 400		Globe	139030-400 1218M73	C-2	3	
3.1.10	Test Tubes	Disposable, borosilicate, approx. 12-14 ml capacity.	4 Boxes of 250		Thomas Scientific	BD BBL 220115	C-2	3	
3.1.11	Swab, Sterile	Non-organic single use swab.	1 Box of 6		Labs Co.		C-2	3	
3.1.12	Sponge, Sealed	For surface swipe.	1 Set of 2			9MGR6	C-2	3	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
3.1.15	Environmental Dipper	Telescopic to 24"; with 500 ml cup or swivel ladle.	1 Unit		Grainger	1199N56	C-4	9	
3.1.16	Tongs, Beaker	PTFE coated, approx. 9 1/2" long	2		Thomas Scientific	56710	C-2	3	
3.1.17a	Tongs, Crucible	Stainless steel	2		Ben Meadows	1199N46	C-2	3	
3.1.17b	Tongs, Flask	Metal	1		Thomas Scientific	8VU83	C-2	3	
3.1.19	Forceps	Steel, coated or uncoated; or plastic, 3 3/4" to 5 1/2" long	1 Pkg. of 2		Scienceware	422LG 424LG 425LG	C-2	3	
3.1.20	Funnel	1-2" 1-3" 1-4"	3 (1 of each size)		Science Lab	60-369300000	C-2	3	
3.1.24	Spatula, Sampling, "V" type	Large plastic or metal, approx. 6" to 11" long	1 Pkg of 6		Science Lab	60-367030000	C-2	3	
3.1.25	Spatula, Sampling, Micro	Small, Teflon coated, approx. 7 1/2" long	1		Science Lab		C-2	3	
3.1.26	Spoon, Plastic	Polypropylene, approx. 7" handle, in four sizes (1/4 teaspoon, 1/2 teaspoon, 1 teaspoon, 1 tablespoon.	1 Set of 12		Scienceware #36727-0000	60-367270000	C-2	3	
3.1.27	Scoop	Small, sterile, 2 oz.	1 Pkg of 10		Sterile Ware	60-936902207	C-2	3	
3.2.1	Pump, syphon	Product transfer, with hose, capacity and quality as described in the SEL.	1 Hand Pump		ZEELINE	30A1 9DR89	S-4	3	
3.2.7	Pump, Diaphragm, hand	Push-Pull with 2 lengths 1 1/2" hose & connections, 15 GPM	1 Pump System		Bosworth The Guzzler	GH0400111-105252	S-4	3	
3.3.2	Sample Jars, Clear	4 oz. to 8 oz. each, wide mouth, Sterile to EPA Protocol B, 12 min.	1 Box of 24		Fisher	IR220-0125	C-2	3	
3.3.4	Sample Jars, Amber	4 oz. to 8 oz. each, wide mouth, Sterile to EPA Protocol B, 4 minimum	1 Box of 24		Fisher	IR240-0120	C-2	3	
3.3.7	Sample Vials, Clear	1.3 oz. capacity, Teflon lid, 1 case of 12	1 Case		Fisher	S236-0040	C-2	3	
3.3.8	Stoppers, Conical	Assortment from #000 to #6 (9 sizes)	1 Kit of at least 5 different sizes		Thomas Scientific	1201G86	C-2	3	
3.3.9	Bags, Plastic, Zip-Loc type	Small, Medium, and Large sizes, as per description	1 Kit of 24 representing all 3 sizes		Ziploc	Ziploc	C-2	3	
3.3.10	Bags, Evidence	Tamper-Proof, Self-Dealing, 7" x 4" or larger	1 Set of 12		Alert	69EC	C-2	3	
3.3.11	Labels, Ordinary	Self-adhesive, blank, address type	1 Kit of 50		Avery	5160	C-2	3	
3.3.15	Labels, Evidence Seals	Tamper-proof seals, minimum 25	1 case of 100		AC&M Corp.		C-2	3	
3.3.16	Pens, Marking, Paint	Permanent marking, enamel paint	4		Roughneck		C-2	3	
3.3.17	Pens, Marking, Indelible	Permanent Marking, "Sharpie" type	6		Sharpie		C-2	3	
3.3.18	Chain of Evidence Forms	Documents movement of evidence	1 Kit of 20				C-2	3	
3.3.19	Photo, Camera	Digital, 4 megapixel or better	1		Canon	SN 122062017263	C-2	3	
In Data Rack									

RADIATION MONITORING - Category 4

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
4.1.5	Survey, Alpha, Beta, Gamma all-in-one unit	Detects alpha, beta, gamma, with Pelican case.	1 Kit Complete	Includes: 4.1.1, 4.1.2, 4.1.3	Ludlum	2241-2RK	C-3	1	180260

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrg, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
4.3.1	Dosimeters, Individual, Digital	Personal, direct reading, for gamma and x-ray, programmable	5 Separate Units		DosRAE-2 Model # PRM-1200	S/N 0352000973 S/N 0352001007 S/N 0352001011 S/N 0352000997 S/N 0352001027	In chargers in the Data Rack		
4.3.1a	Chargers, Dosimeters	Individual USB charger/USB connector to computer reader	1 ea, total of 5		DosRAE		In the Data Rack		180297 180298 180299 180300 180301

CHEMICAL PROTECTIVE CLOTHING - Category 5

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrg, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
5.1.2	Vapor Protective, Encapsulating	NFPA 1991 compliant, + flash fire	LG LG XLG XLG		Saint Gobain	F-7305 F-7296 F-7215 F-7244	S-1	2	
5.1.6	Pressure Test Kit	Test for suit leakage	1 Kit		Saint Gobain		C-1	2	180261
5.2.2	Liquid Splash, WMD Class 3	NFPA 1994 compliant, + Class 2 or 3	4 Sets		Kappler Zytron 300		C-1	3	
5.3.1	Liquid Splash, Limited Use	Single use, disposable Tyvek	10 Sets (22 Total)	See Also #10.2.11	DuPont Tyvek		S-1	2	

ANCILLARY PROTECTIVE EQUIPMENT - Category 6

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrg, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
6.1.1	Replacement Glove, 1991	Replacements for NFPA 1991 suit	4 Sets		Saint Gobain	22405M 22406M	C-1	4	
6.1.2	Replacement Glove, 1994	Replacements for NFPA 1992 or 1994 garments, 4 sets minimum	1 Dozen		ShowaBest	Chloroflex 723	C-1	4	
6.1.3	Under-Glove	Additional disposable single use	1 Set of 24 Pair		North SilverShield	WPL262	C-1	4	
6.1.4	High Temperature Protective	Protects up to 1,500 degrees F, 2 pair total, one size fits all	2 Pair		ZetexPlus	Z-Flex 302LG Z-Flex 202XL	C-1	4	
6.1.6	Ultra-Cold Protective	Cryogenic liquids, temperatures, 2 pair total	1 Pair - LG 1 Pair - XLG		Cryo-Glove	EBLWP-9 EBLWP-10	C-1	4	
6.2.1	Boots, Chemical Resistant	For use with 1991 or 1994 garments, NFPA 1991 compliant, 5 pair total	2 Pair - Size 10 1 Pair - Size 11 1 Pair - Size 12 1 Pair - Size 13		Tingly	HazProof	C-1	2	
6.3.1	Helmet	Falling object protection, in suit	5 Sets		MSA	"V"-Guard 475359	C-1	2	
6.3.2	Goggles	Eye protection, haz-cat, sampling	5 Sets		Crews	2230R	C-2	3	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, If Known	Model #, Cat. # and/or SKU #	STORAGE	CA. State ID. Number
							Comp. Tray	
6.4.1	Undergarment, Fire Resistant	Jumpsuit style, NFPA 2112 Compliant total of 5, in 5 sizes	1 Pair - 42Reg 1 Pair - 42Lg 1 Pair - 44Reg 1 Pair - 44Lg 1 Pair - 46Reg		Bulwark Protective	Ignifuge CEC 2RB5	C-1 3	

TECHNICAL REFERENCE and COMPUTER SUPPORT - Category 7

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, If Known	Model #, Cat. # and/or SKU #	STORAGE	CA. State ID. Number
							Comp. Tray	
7.1.1	DATABASE TYPE: Chemical and Physical Properties PRINTED	NIOSH Pocket Guide to Chemical Hazards (NIOSH) Dangerous Properties of Industrial Chemicals (SAX) Condensed Chemical Dictionary (Hawley's) The Merck Index Fire Protection Guide to Hazardous Materials (NFPA) Emergency Response Guidebook (DOT) Emergency Handling of Hazardous Materials (AAR)	1 Copy 1 - 5 Vol. Set 1 Copy 1 Copy 1 Copy 1 Copy 1 Copy	CalOES F&R	U.S. Printing Wiley Wiley Merck Co. NFPA DOT AAR	GPO-017-033-00500-1 ISBN 978-0-470-62325-1 ISBN 978-0-471-76865-4 ISBN 978-1849736701 -- -- --	CAB Shelf 3 CAB Shelf 3 CAB Shelf 3 CAB Shelf 3 CAB Shelf 3 CAB Shelf 3 CAB Shelf 3	
7.1.2	GUIDEBOOK TYPE: Initial Intervention Recommendations PRINTED	Chemical Synonyms and Trade Names (Gardner's) Guide to Chemical Incompatibilities (Wiley) Rail Tank and Freight Car Manual (GATX) Handbook of Reactive Chemical Hazards (Bretherick)	1 Copy 1 Copy 1 Copy 1 Copy	CalOES F&R CalOES F&R	Wiley Wiley	ISBN 0-566-08190-3 ISBN 978-0-470-38763-4 -- ISBN 978-0123725639	CAB Shelf 3 CAB Shelf 3 CAB Shelf 3 CAB Shelf 3	
7.1.3	SPECIALTY TYPE PRINTED	CFR Title 29 (OSHA), Includes Part 1910.120 CFR Title 49 (DOT), Includes Parts 100-185 NFPA Standard 472 NFPA Standard 1991 NFPA Standard 1992 NFPA Standard 1994 NFPA Standard 2112	1 Copy 1 Copy 1 Copy 1 Copy 1 Copy 1 Copy		Butterworth Pub 29CFR 49CFR NFPA NFPA NFPA NFPA NFPA	29CFR 49CFR 472 1991 1992 1994 2112	CAB Shelf 3 CAB Shelf 3 CAB Shelf 3 CAB Shelf 3 CAB Shelf 3 CAB Shelf 3 CAB Shelf 3	
7.1.4	REGULATORY TYPE: Government Codes, Standards PRINTED	Hazardous Materials Incident Contingency Plan (CalOES) Operational Area (Local or County) Hazardous Materials Emergency Response Plan Handbook of Chemical and Biological Warfare Agents (Ellison)	1 Copy 1 Copy 1 Copy 1 Copy	CalOES F&R CalOES F&R	CalOES Local CRC Press	-- -- ISBN0-8493-2803-9	CAB Shelf 3 CAB Shelf 3 CAB Shelf 3 CAB Shelf 3	
7.1.5	REGULATORY TYPE: Response Plans, Guidelines PRINTED							
7.1.6	WMD Chemical/Biological							

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrg, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA State ID. Number
							Comp.	Tray	
7.2.1	DATABASE TYPE: Chemical and Physical Properties ELECTRONIC	Dangerous Properties of Industrial Chemicals (SAX) – AND Condensed Chemical Dictionary	1 CD			ISBN 978-0-470-12435-2	CAB	In CD Binder	
		Properties of Hazardous Industrial Materials (Cooper)	1 CD				CAB	In CD Binder	
		CHRIS Manuals (U.S.C.G.)	1 CD	CalOES F&R		--	CAB	On Computer	
7.2.2	GUIDEBOOK TYPE: Initial Intervention Recommendations ELECTRONIC	Material Safety Data Sheets	Off Internet		ScienceLab.com		CAB	On Computer	
7.2.3	SPECIALTY TYPE: ELECTRONIC	Crop Protection Handbook CD (Meister) with printed volume	Not Available			(No Longer Available)	-	-	
		Dictionary of Chemical Names and Synonyms (Synapse)	1 CD			978-1-890595-08-1 7998-08X-10878	CAB	In CD Binder	
		Specialty Chemicals Electronic Source (Synapse)	1 CD			978-1-934764-18-3	CAB	In CD Binder	
		Chemical Mfrs. of Trade Name Chemical Products (Synapse)	1 CD			978-1-890595-58-6 6304-586-9890	CAB	In CD Binder	
		Industrial Chemical Thesaurus (Synapse)	1 CD			8409-06X9978	CAB	In CD Binder	
7.2.4	WMD Chemical / Biological ELECTRONIC	CoBRA, Subscription, Software	1 Subscription	Yearly Subscription	TriCon Environmental	V 4.4.3	CAB	On Computer	
7.3.1	Basic Platform, Database Air & Plume Modeling, Overlay Mapping Overlays ELECTRONIC	CAMEO, Internet download, software	1 Program	NOAA off Internet			CAB	On Computer	
		ALOHA, Internet download, software	1 Program	NOAA off Internet			CAB	On Computer	
		MAR-PLOT, Internet download, software	1 Program	NOAA off Internet			CAB	On Computer	
7.4.1	Computer		1 Unit	Included In Apparatus Specs.	GETAC B-300	SN RG563B0358	CAB	In Data Rack	180356
7.4.1a	Mouse	Wireless	1 Unit		Targus Model AMW50US		CAB	In Data Rack	
7.4.1b	Keyboard	Wireless	1 Unit		Targus Model AKB33US		CAB	In Data Rack	
7.4.1c	Monitors	LED	2 Units		Samsung Model SE310H Series	SN:ZZCNH4LH605245F SN:ZZCNH4LH605253J	CAB	On Desktop	180359 180360
-	Television	LED	1 Unit		Samsung Model UN24H4000FXZA	SIN 030R3KGC02344W	CAB	Wall Mount	180361
7.4.2	Printer, Color	Print, Copy, Scan	1 Unit	Included In Apparatus Specs.		Model M177fw SIN CN5CM1G0JZ	CAB	On Data Rack	180358
7.4.3	Scan Capability	Is built into the Printer, N.A.	N.A.	Included In Apparatus Specs.			-	-	
7.4.4	Copy Capability	Is built into the Printer, N.A.	N.A.	Included In Apparatus Specs.			-	-	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
7.4.6	Access onto Internet	Subscription to a Provider, Verizon, 4G LTE	1 Capability	Yearly Subscription					
7.4.8	Hardware, Graphics Card	Is built into the Computer, N.A.	N.A.	Included In Apparatus Specs.			-	-	
7.4.11	Hardware, DVD Drive	Is built into the Computer, N.A.	N.A.	Included In Apparatus Specs.			-	-	
7.4.12	Hardware, USB Ports	Is built into the Computer, N.A.	N.A.	Included In Apparatus Specs.			-	-	
7.4.13	Software, Operating System	WINDOWS® 10	1 Program						
7.4.14	Software, Document Processing	Microsoft WORD®	1 Program						
7.4.16	Software, Protection	Norton SECURITY®, subscription	1 Subscription						
7.4.16a	Software, Acrobat Reader	Provides PDF format, download	1 Capability	Off Internet			-	-	
7.4.16b	Software, JAVA Reader	Provides JAVA SCRIPT®	1 Capability	Off Internet			-	-	
7.4.16c	Software, Internet Browser	Microsoft Internet Explorer	1 Capability	Off Internet			-	-	

SPECIAL CAPABILITIES - Category 8

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfgr, If Known	Model, Cat. # or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
8.1.2	Light Amplification	Night Vision Scope, Monocular with additional 5X interchangeable lens	1 Unit 1 Telephoto Lens	Scope Lens	Armasight N-14 Armasight Lens	SN 0007960: SN 201701076	C-3	1	180262
8.1.8	Infra-Red Scope w/ Distance Meter	Temperature sensing, surface, with mini-tripod and carrying case.	1 Unit 1 Mini-Tripod 1 Case		Omega	OS5 33E-DM	C-3	1	180263
8.1.15	Sound Sensing	Ultra-Sonic with headphone set	1 Unit		Infocon	Ultra-Sonic	C-3	1	180264
8.2.2	Weather Station, Wireless Kit – Compatible with CAMEO	Wind speed & direction, temperature, barometric, humidity + software	1 Complete Kit		Coastal Environmental	SN 666 SN 3708	C-3	1	180268
							TC-2	-	

INTERVENTION - Category 9

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Cont.	Tray	
9.1.1	Neutralization - Acids	XSORB® Acid Neutralizer	1 Bag 1.75 cu. ft.		XSORB	SKU XB110N	S-3	1	
9.1.2	Neutralization – Caustics	XSORB® Caustic Neutralizer	1 Bag 1.75 cu. ft.		XSORB	SKU XB110B	S-3	1	
9.1.3	Encapsulating Powder, General Purpose	XSORB® II Super Encapsulator	1 Bag 2.0 cu. ft.		XSORB	SKU XB110P	S-3	1	
9.1.4	Encapsulating Powder, Aldehydes	CLIFT® Formaldehyde Eater	1 Pail 5 Gallon		Global Industries	WYB794422	S-3	1	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrg. If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Cont.	Tray	
9.1.5	Encapsulating Powder, Non-Polar Only (Solvents)	XSORB® Select Oil	1 Bag 1.75 cu. ft.		XSORB	SKU XB110S	S-3	1	
9.1.6	Fire Extinguisher, Class "D"	For Metal Fires	30 lbs. Capacity	Included in Apparatus Specs.			C-4	8	
9.2.1	Absorbent, Non-Polar (Solvent), Pads or Rolls	XSORB® FiberDuck Oil Absorbent, 18" x 18" pads	1 Pkg of 100		XSORB	SKU RPPSB12	S-1	2	
9.2.2	Absorbent, General Purpose, Pads or Rolls	XSORB® FiberLink HazMat Bonded, 18" x 18" pads	1 Pkg of 100		XSORB	SKU PPHB	S-1	2	
9.2.3	Absorbent, Non-Polar (Solvent), Socks	XSORB® Select Oil Sock, 3" x 10'	1 Pkg. of 40 feet		XSORB	SKU XS310S-4	S-1	2	
9.2.4	Absorbent, General Purpose, Socks	XSORB® Universal Sock, 3" x 10'	1 Pkg of 40 feet		XSORB	SKU XS310-4	S-1	2	
9.2.5	Absorbent, Non-Polar, (Solvent), Pillows	XSORB® Select Oil Pillow	1 Case of 10		XSORB	SKU XPS818-10	S-1	2	
9.2.6	Absorbent, General Purpose, Pillows	XSORB® FiberLink Universal Pillow	1 Case of 10		XSORB	SKU PWU818	S-1	2	
9.2.8	Absorbent, Mercury Spills	Mercury Eater, with at least 500 grams mercury absorbing powder	1 Kit Complete		Clift Industries	3WMW5	S-3	1	
9.2.11	Pipe, Assortment, Plastic	Three different diameters, 8' long ea.	1 Set		?	--	Ladder Comp.		
9.3.1	Chlorine Kit "A"	For 150 lb. cylinders, Indian Springs	1 Kit		Indian Springs Mfg.	SN: 17587	S-2	2	180269
9.3.2	Chlorine Kit "B"	For one ton cylinders, Indian Springs	1 Kit		Indian Springs Mfg.	SN: 17336	S-2	2	180270
9.3.3	Chlorine Kit "C"	For rail tank cars, Indian Springs	1 Kit		Indian Springs Mfg.	SN: 6024	S-2	1	180271
9.3.3a	Pressure Gage for "C" Kit	Gage for chlorine rail tank cars	1 Unit		Indian Springs Mfg.	CG-400	S-2	3	
9.3.5	Sulfur Dioxide Upgrade for "A"	Special gaskets for the "A" kit	1 Kit		Indian Springs Mfg.		S-2	2	
9.3.6	Sulfur Dioxide Upgrade for "B"	Special gaskets for the "B" kit	1 Kit		Indian Springs Mfg.		S-2	2	
9.3.7	Sulfur Dioxide Upgrade for "C"	Special gaskets for the "C" kit	1 Kit		Indian Springs Mfg.		S-2	1	
9.3.9A	Universal Tank Car Kit, Box 1 of 3						S-4	1	
9.3.9B	Universal Tank Car Kit, Box 2 of 3	Midland® ERK, in 3 boxes	1 Kit Complete (In 3 Boxes)		Midland	B-243ERK ALJ037	S-2	1	180272 180273 180274
9.3.9C	Universal Tank Car Kit, Box 3 of 3						S-2	1	
9.3.10	Pipe, Patch & Repair	Edwards & Cromwell Kit "C-2"	1 Kit		Edwards & Cromwell	"C-2"	C-1	1	180275
9.3.13	Pipe, Clamp, Gas, Mechanical	Squeezing shut 2" gas line, Mustang®	1 Tool		Mustang	DBS-20C	C-2	3	180276
9.3.16	Pipe, Patch, Liquid, Pneumatic	Bandage wrap inflates with air, Vetter® Leak Sealing Bandage	1 Kit		Vetter #1500013900	S/N: 03161004	C-2	3	180277
9.3.17	Patch, Tanker, Liquid	For tank trucks, Edwards & Cromwell kit "F"	1 Kit		Edwards & Cromwell	"F"	C-1	1	180278
9.3.18	Patch, Tanker, Liquid, Pneumatic	For tank trucks, Vetter Leak Sealing Bags kit #1500005302	1 Kit		Vetter #1500005302	S/N: 06160934	C-2	3	180279

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA State ID, Number
							Cont.	Tray	
9.3.18a	Patch, Tanker, Liquid, Magnetic	For tank trucks, Miko® Tank Sealer Kit	1 Kit		Miko	SN: None	S-1	1	180280
9.3.24	Patch, Drum, Liquid, Pneumatic	For small tanks, drums, Vetter Mini Leak Sealing Bags, 1500009400	1 Kit		Vetter #1500009400	SN 06161282	C-2	3	180281
9.3.26	Patch, Drum, Liquid, Compression	Various round, tapered, "T" bold, and wood dowels, Edward & Cromwell Kit "D"	1 Kit		Edwards & Cromwell	"D"	C-1	1	180282
9.3.29	Plugs, Tapered, Stopper, Extra-Large	Extra-large 4" dia. compression plug	1 Kit				C-1	1	180283
9.3.31	Plugs, Half Round, Stopper, Extra-Large	Extra-large 4" dia. compression plug	1 Kit		Edwards & Cromwell	"A-2"	C-1	1	
9.3.32	Plugs, "T" Bolt, Extra- Large	Extra-large "T" style plug	1 Kit				C-1	1	
9.3.33	Plugs, Conical, Liquid	Extra-large plastic or rubber plugs for drains, Ultratech® Drain Plug Kit	1 Kit Complete		UltraTech	3EWY1	C-1	2	
9.3.34	Plugs, Tapered, Liquid, Pneumatic	Three sizes of inflatable tapered plugs, Vetter kit # 1500009600	1 Kit		Vetter #1500009600	SN: 06161718	C-2	3	180284
9.3.36	Plugs, Expansion, Liquid, Pipe	Plumber type "test" plugs, 10 different sizes, Edwards & Cromwell Kit "C-1"	1 Kit		Edwards & Cromwell	"C-1"	C-1	1	180285
9.3.42 OR 9.2.43	Plugs, End Caps	1 - 1 1/2" 1 - 2" 1 - 3" 1 - 4" 1 - 5" 1 - 6" 1 - 8" 1 - 10" End caps (Jim Caps), with garden spigot, 6 different sizes with bibb, 2 extra-large without bibb, Mission Rubber Company.	1 - 1 1/2" 1 - 2" 1 - 3" 1 - 4" 1 - 5" 1 - 6" 1 - 8" 1 - 10"		Mission Rubber	0701 516 0702 514 0703 512 0704 510 0705 517 0706 515 0708 016 0710 017	C-2	4	
9.3.44	Plugs, Dowels, Wood	Tapered wood dowels, 9 different sizes.	1 - 1/2" 1 - 3/4" 1 - 1" 1 - 1 1/4" 1 - 1 1/2" 1 - 2" 1 - 2 1/2" 1 - 3" 1 - 4"		San Diego Marine Exchange	00030255 00030258 00030261 00030264 00030267 00030270 00030273 00030278 00030279	C-2	4	
9.3.48	Dome Lid Tight, Clamp Type	For highway tanker manway covers	1 Unit		Northwest HazMat	Lid Tight	C-1	1	180286
9.3.49	Dome Lid Loc®, Spring Type	For highway tanker manway covers	1 Set of 3		STTS	Lid Loc	C-1	1	180287
9.3.49a	Pipe, Repair, Side Leak	Kevlar patches, epoxy water activated, InduMar® "Stop It" Repair	2 Kits		InduMar "Stop It"		C-2	4	
9.3.49b	Flat Surface Leak, Plug, Large	"Football" by InduMar®, epoxy water activated	2 Kits		InduMar "Football"		C-2	4	
9.3.49c	Flat Surface Leak, Plug, Small	"Golf Ball" by InduMar®, epoxy water activated	2 Kits		InduMar "Golf Ball"		C-2	4	

DECONTAMINATION - Category 10

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Cont.	Tray	
10.1.1	Tarps, Plastic:	Ground cover, minimum 12' x 12'	2		HDX	PY004	S-4	2	
10.1.2	Tarps, Carry-All:	Debris transfer, approx.. 6' x 6"	1		MyTap.com	YT5005vcp10	S-4	2	
10.1.3	Sheeting, Plastic, Roll:	Ground cover, 20' x 100'	1 Roll		HDX	CFHD0620C	S-2	2	
10.1.4	Catch Basin:	Approx. 120 gallon capacity	1		IntraState	3108	TC1	-	180288 180289 180290
10.1.5	Shower, Gross Decontamination	Fits into Catch Basin	1		DQE	HM7000	TC1	-	
10.1.6	Eye Wash, Station	ANSI Z-358.1, 7 gallon capacity	1		Bradley	Model S19-921	S-2	2	
10.1.7	Pools, Portable	Approx. 60 to 80 gallon capacity, ea., 5' x 5' x 12"	3		Husky		TC 1	-	
10.2.1	Stools, Portable	Folding metal chairs	1 Set of 4		National Public	Model 310	TC 1	-	
(10.2.2)	De-Con Kit	Contents listed on the container					S-4	2	
10.2.2	Brushes, Long Handle, Soft	16" handle, soft bristle	4		Harper	8572	S-4	2	
10.2.4	Brushes, Short Handle, Soft	Carpenter or dusting type, rat tail	2		HDX	408HDXRM	S-4	2	
10.2.5	Brushes, Car Wash Type	Long handle to 3 feet	2		Laitner	45C131	S-4	2	
10.2.6	Sponge Set	Approx. 4" x 4" x 6"	4			--	S-4	2	
10.2.7	Towels, Absorbent, Cloth	Approx. 20" x 40" (8 minimum)	1 Roll of 100		DQE	HM705	S-4	2	
10.2.8	Towels, Absorbent, Paper	Disposable (1 roll minimum)	1 Roll			--	S-4	2	
10.2.9	Blankets, Emergency	Disposable (4 minimum)	1 Case of 10			BH-1550	S-4	2	
10.2.11	Clothing, Modesty	Disposable (minimum of 12)	12 Sets		DuPont Tyvek	TY-198S-WH	S-1	2	
10.2.13	Traffic Cones	Reflective, 18" tall, fluorescent red	6		Grainger	6F-GZ4	C-4	7	
10.2.15	Soap, Soft, Liquid	Hypoallergenic (No Detergent)	1 Pint		Ivory	--	S-4	2	
10.2.16	Chem Tape	Roll 2" x 50'	2 Rolls		Kappler	HM410	C-1	3	
10.2.17	Clothing Removal Tools	Scissors	1		Fieldtex	922-00071	S-4	2	
10.2.18	Personal Property Tracking	Sealable bags, property documentation, approx.. 9" x 12"	1 Case of 250		Alert Security	912PPG	S-1	2	
10.3.1	Adaptor, 1 1/2" to Garden Hose	Reducer	2				S-4	2	
10.3.3	Manifold, Light Duty, 4-way	Plastic, 1 1/2" inlet x four garden hose outlets	1		DQE	RV 100	S-3	2	
10.3.4	Hose, Garden	Approx. 25' lengths	4			HM1065	S-4	2	
10.3.5	Hose, Garden, Shut-Off	Straight in-line type, one outlet Straight in-line heavy duty, one outlet Branched "Y" type, two outlets	2 3 1		Orbit Orbit Orbit	27933 9000 50305	S-4 S-4 S-4	2 2 2	
10.3.6	Wrench, Hydrant	Adjustable	1		Red Head	105	C-4	Drawer 7	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrg, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Cont.	Tray	
10.3.7	Applicator, Garden Nozzles	Adjustable spray pattern, nozzle,	2		Melnor	SKU 229-855	S-4	2	
10.3.8	Applicator, Garden Sprayer	Hand pressure pump sprayer - 2 gallon	1		HBC	HM-6210	S-1	1	
10.4.1	Buckets	Approx. 5 gallon capacity, with screw lids	3 Buckets 3 Lids			--	S-3	1	
Extra	Tote Bag, Tools	Canvas tool tote for 5 gallon bucket	1		Leathercraft	04122	C-4	7	
10.4.2	Bags, Heavy Duty, Yard	Large, 42 gallon, 3 mil (10 minimum)	1 Box of 30		Husky	HK42WC0328	C-2	4	
10.4.3	Bags, Medium Duty, Yard	Medium, 33 gallon, 3 mil (10 min.)	1 Box of 50		UltraSack	HMD891454	C-2	4	
10.4.4	Debris Collection Unit, 30 Gal	Polyethylene, light weight	1			56W31B	S-1	2	
10.4.5	Drum, Containment, 85 Gal	Steel bolt ring type	1			26BSV8	S-1	2	
10.4.7	Drum, Liners, 55 Ga. Capacity	Polyethylene, heavy duty, 15 mil	10			2003	TT-2	-	

COMMUNICATIONS - Category 11

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrg, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
11.1.1	Radio, Portable, Individual	Intrinsically safe, as specified, VHF	5 Units		Bendix King Model KNGP150CMD With Antenna # KAA0818	SN 15498217 SN 15498201 SN 15498254 SN 15498277 SN 15508155	CAB	Data Rack Drawer	180292 180293 180294 180295 180296
11.1.1a	Radio, Portable, Holster		5 Units		Bendix King Model KAA0415	CABA-1402 Total of 5	CAB	Data Rack Drawer	
11.1.1b	Lapel Microphone		5 Units		Bendix King Model BK KAA0203E	Total of 5	CAB	Data Rack Drawer	
11.1.4	Radio, Portable, In-Suit	Communication interface for totally encapsulating CPC, complete as specified	5 Units		Bendix King Model KAA0226A	Total of 5	CAB	Data Rack Drawer	180362
11.1.6	Radio, Portable, Batteries	Intrinsically safe, as specified	10 Units		Bendix King Model KAA-0101 is	SN 5391-3A-0283 SN 5391-3A-0274 SN 5391-3A-0210 SN 5391-3A-0264 SN 5391-3A-0240 SN 5391-3A-0242 SN 5391-3A-0203 SN 5391-3A-0276 SN 5381-3A-0113 SN 5381-3A-0110-	CAB	On Radios or In Charger	
11.1.6a	Radio, Portable, Charger	Vehicle charging unit, 6-gang	1		Bendix King	NCC0380	CAB	Charger	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
11.1.6b	Radio, Portable, Belt Clip	Belt clip	5		Bendix King	KAA0400	CAB	Data Rack Drawer	
11.2.1	Phone, Cellular	Provided by local agency	1	Provided by Local		--	-	-	
-	Radio, Mobile	138-174 MHz, 50 Watt	1 Base Unit		Bendix King	KNG M150R	CAB	Under Shelf	180352
-	Radio, Mobile	380-470 MHz, 50 Watt	1 Base Unit		Bendix King	KNG M400R	CAB	Under Shelf	180353
-	Radio, Mobile	440-520 MHz, 50 Watt	1 Base Unit		Bendix King	KNG M500R	CAB	Under Shelf	180354
-	Radio, Mobile	763-870 MHz, 50 Watt	1 Base Unit		Bendix King	KNG 800R	CAB	Under Shelf	180355

RESPIRATORY PROTECTION - Category 12

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
12.1.1	SCBA, Complete, Structural	NIOSH certified, with bottle, provided by local agency	5 Units	Provided by Local			C-4	1	
12.1.3	SCBA, Mask	NIOSH certified, provided by local agency	5 Units	Provided by Local			C-4	-	
12.1.7	SCBA, Bottles	Spare bottles	5 Spare	Provided by Local			C-4	-	

TOOLS, GENERAL PURPOSE - Category 13

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
13.1.1	Shovel, Round Point, Steel	Long handle, garden type	1			Model LH002	C-3	2	
13.1.3	Shovel, Square Point, Steel	Long handle	1			Model TRP31199	C-3	2	
13.1.4	Shovel, Square Point, Plastic	Long handle, polypropylene	1			Item # 3UE40	C-3	2	
13.1.5	Shovel, Scoop	Short handle	1			Item # 18G954	C-3	2	
13.1.6	Broom, Street	Stiff bristle, long handle	1			--	C-3	2	
13.1.7	Drum, Up-End	Lifts 55 gallon drums	1			DTP-11	C-3	2	
13.1.8	Hammer, Sledge	Approx. 7 - 10 lbs.	1		Craftsman	T-415	C-3	2	
13.1.9	Bar, Wrecking	Approx. 36"	1		Seymour	WR-36	C-3	2	
13.1.10	Cooler, Rehydration	Approx. 5 gallon capacity	1		Igloo		S-1	1	
13.1.11	Megaphone	Battery operated, 800' range	1		Pyle	PMR-30	C4	7	
13.1.12	First Aid Kit, Large	ANSI Z-308.1, as specified	1 Kit			0100-0501	C-1	2	
13.1.13	First Aid, Trauma, Kit	Includes resuscitator, provided by local agency	1 Kit	Provided by Local			C-1	3	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrg, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
13.1.14	Medical Monitoring, Kit	May be a separate duffie bag, but item inventory is included in SEL #13.1.12	See #13.1.12	Part of #13.1.12			-	-	
13.1.14a	Scale	Heavy duty, analog	1		Thinne	TH 100	C-1	2	
13.1.16	Zone Marking Kit	Contains marking items as described in its inventory, 1 kit complete	1 Roll Yellow Tape 1 Roll Red Tape 1 Powder Yellow Cont. 1 Powder Red Cont. 2 Crayon Yellow 2 Crayon Red 2 Sticks Yellow Chalk 2 Sticks Red Chalk				C-2	4	
13.1.18	Scope, Spotting	Binoculars, 10 x 100x zoom	1 Unit		Beta Optics	Model KC315B	Under Captains Seat Compartment		
13.2.1	Hammer, Dead Blow	Approx. 32 oz.	1		Nupla	U-2	C-4	Drawer 8	
13.2.2	Hammer, Claw, Carpenters	Approx. 16 oz.	1		Craftsman	3821	C-4	Drawer 6	
13.2.3	Hammer, Engineer	Approx. 48 oz.	1		Craftsman	38309	C-4	Drawer 8	
13.2.4	Hammer, Ball Peen	Approx. 6 oz.	1		Craftsman	1962	C-4	Drawer 6	
13.2.5	Screwdriver, Set, Chisel Point	Kit of 4 different tip sizes	1 Kit of 4		Craftsman	9118	C-4	Drawer 6	
13.2.6	Screwdriver, Set, Philips	Kit of 5 different sizes	1 Kit of 5		Craftsman	47139	C-4	Drawer 6	
13.2.7	Pliers, Ordinary, Utility	Approx. 10", slip-joint	1		Craftsman	45980	C-4	Drawer 6	
13.2.8	Pliers, Wire, Side Cutting	Approx. 8" long, molded grip	1		Greenlee	0151-08M	C-4	Drawer 6	
13.2.9	Pliers, Long Nose, Needle	Approx. 6" long	1		Craftsman	45102	C-4	Drawer 6	
13.2.10	Pliers, Combination, Set	1 - Robo-Grip 10" 1 - Arc-Joint 9 1/2" 1 - Channel Lock 16"	1 Robo 1 Arc 1 Channel		RoboGrip Craftsman Channel Loc	30012 45381 460	C-4	Drawer 6	
13.2.11	Pliers, Locking, Set	1 - Vice Grip curved jaw, 10" 1 - Vice Grip curved jaw, 5" 1 - Vice Grip locking "C" clamp, 9" 1 - Vice Grip, long nose, 6" 1 - Vice Grip, welding clamp	1 Set of 5		Irwil	10CR 5CR 9SP 6LN 24T	C-4	Drawer 8	
13.2.12	Wrench, Allen, Standard	Standard English, 9 sizes minimum	1 Set of 12 Sizes		Allen	56108	C-4	Drawer 6	
13.2.13	Wrench, Allen, Metric	Metric, 9 sizes minimum	1 Set of 12 sizes		Allen	56008	C-4	Drawer 6	
13.2.14	Wrench, Crescent	1 - 10" Crescent Rapid Slide 1 - 15" Crescent adjustable	1 - 10" Rapid 1 - 15" Adj.		Crescent	AC10NKMWP AC-115	C-4	Drawer 6	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfrgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
13.2.15	Wrench, Crescent, Heavy Duty	1 - 24" extra-long	1		Crescent	AC-124	C-4	Drawer 5	
13.2.16	Wrench, Pipe, Adjustable	1 - 10" 1 - 14"	1 - 10" 1 - 14"		Craftsman	MY51651 MY51652	C-4	Drawer 3	
13.2.17a	Wrench, Pipe, Heavy Duty	1 - pleated jaw with 20" chain	1		Ridgid	4CW48	C-4	Drawer 3	
13.2.17b	Wrench, Pipe, Compound	1 - compound leverage	1		Ridgid	31375	C-4	Drawer 3	
13.2.18	Wrench, Universal, Bung	1 - drum ring and universal bung	1				C-4	Drawer 3	
13.2.19	Wrench, Combination, Box End	1 set to consist of 13 different sizes from 1/4" to 1".	1 Set of 13		Gearwrench	9312	C-4	Drawer 5	
13.2.20	Wrench, Combination, Industrial Sizes	1 Set to consist of 6 X-L sizes: 1 - 1 1/8" combination 1 - 1 1/4" combination 1 1/4" combination 1 3/8" combination 1 1/2" combination 1 5/8" combination 1 3/4" combination	1 - 1 1/8" 1 - 1 1/4" 1 - 1 3/8" 1 - 1 1/2" 1 - 1 5/8" 1 - 1 3/4"		Gearwrench	9036 9038D 9062 9042 9046D 9050	C-4	Drawer 5	
13.2.21	Wrench, Socket Set	1 Set to consist of 45 sockets for both English and Metric, 3/8" drive	1 Set, Complete		Westward	4YP76	C-4	Drawer 7	
13.2.23	Chisel, Cold	Approx. 7" long x 7/8"	1		DASCO	417-0	C-4	Drawer 6	
13.2.26	Punch Pin, Spring Loaded	Approx. 5" long, center pin	1		ABN	ABN 0834	C-4	Drawer 1	
13.2.27	Tape, Measuring, Retractable	Metal or plastic, 24' minimum	1		Stanley	33-725	C-4	Drawer 7	
13.2.28	Tape, Measuring, Re-Wind	Non-metallic, 50' minimum	1 of 100' Length		Lubkin	706 D	C-4	Drawer 7	
13.2.29	Putty Knife	Scrapping, 2" wide, flexible	1		Hyde	06222	C-4	Drawer 6	
13.2.30	Knife, General Utility	Heavy duty for carpet, thick material, kit consists of two different sizes	1 Set of 2		Craftsman	94835	C-4	Drawer 2	
13.2.31a	Cutting, Bolt, Heavy Duty	Cuts bolts, locks, 26" long	1		Ridgid	14223	C-4	Drawer 8	
13.2.31	Shears, Cutting, Snips	For sheet metal, thick rubber	1		Craftsman	42798	C-4	Drawer 2	
13.2.32	Straps, Ratchet	Kit consists of 2 tie-downs, for plugging kits, 1" x 20", 1,000 lbs. rating	1 Kit				S-3	2	
13.2.33	Stop Watch	Digital or analog	1		Worksmart		C-4	Drawer 3	
13.2.33a	Clamps, T-Throat	Heavy duty "C" type, kit to include: 1 - 2 1/2" dia. 1 - 4 1/2" dia. 1 - 6" dia. 1 - 10" dia.	1 - 2 1/2" 1 - 4 1/2" 1 - 6" 1 - 10"		Kant Twist Clamp	407 415 421 435	C-4	Drawer 2	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
13.2.33b	Puller, Nail	Approx. 10", puller and scraper bar	1		Craftsman	37332	C-4	Drawer 6	
13.2.33c	Saw, Hand	Coarse blade, 15" carpenters	1		Inwin	20111201	C-4	Drawer 7	
13.3.1A	Grounding Cable, Heavy Duty Clamps	1 Complete Kit, as described, with special clamps attached both ends.	2 - cables 10' 2 - cables 25'				S-3	2	
13.3.1B	Grounding Rod	1 - 5/8" dia., 6' long, tapered point	1			6256	TT-2	-	
13.3.1C	Grounding Rod Driver	Fits over end of grounding rod	1		Northwest HazMat	R-100	S-3	2	
13.3.3	Vests, I.C., HazMat Group	1 complete set for the 8 positions	1 Set		Disaster Mgmt	633-92-298	C-1	3	
13.3.6	Non-Sparking, Hammer, Sledge	1 - 10 lbs., AMPCO #H-71FG	1		Ampco	2VJ11	C-3	2	
13.3.7	Non-Sparking, Hammer, Claw	1 - 16 oz., AMPCO #H-20FG	1		Ampco	3NY48	C-4	Drawer 1	
13.3.10	Non-Sparking, Screwdriver, Chisel Point	Set of 3 different sizes: AMPCO S-35, S-37, S-39	1 - 3/16" 1 - 1/4" 1 - 5/16"		Ampco	21XV86 46CO66	C-4	Drawer 1	
13.3.11	Non-Sparking, Screwdriver, Philips Point	Set of 3 different sizes: AMPCO S-1099A, S-1099, S-1100	1 - Size "1" 1 - Size "2" 1 - Size "3"		Ampco	4CZ89 4CZ88 4CZ91	C-4	Drawer 1	
13.3.12	Non-Sparking, Pliers, Ordinary	1 - adjustable, 8" long, AMPCO #P-31	1		Ampco	4CZ84	C-4	Drawer 1	
13.3.13	Non-Sparking, Pliers, Wire, Side Cutting	1 - side cutting lineman, AMPCO #35	1		Ampco	1TEB1	C-4	Drawer 1	
13.3.14	Non-Sparking, Pliers, Long Nose	1 - needle nose AMPCO #P-326	1		Ampco	4CZ86	C-4	Drawer 1	
13.3.17	Non-Sparking, Wrench, Bung, Universal	1 - AMPCO model # W-56 1 - AMPCO model # W-58-S	1 1		Ampco	2VJ22 4DC15	C-4	Drawer 3	
13.3.18	Non-Sparking, Wrench, Crescent	1 - 8", AMPCO # W-71 1 - 12", AMPCO # W-73	1 1		Ampco	4DC25 4DC27	C-4	Drawer 1	
13.3.20	Non-Sparking, Wrench, Pipe, Adjustable	1 - 10", AMPCO # W-211AL 1 - 14", AMPCO # W-212AL	1 1		Ampco	4RPC3 4RPC4	C-4	Drawer 3	
13.3.26	Non-Sparking, Knife, Putty	1 - 2" wide, AMPCO #K-20	1		Ampco	4CZ72	C-4	Drawer 1	
13.3.27	Non-Sparking, Shears, Cutting	1 - 8" long, snips, AMPCO #S-1126a	1		Ampco	4RPP3	C-4	Drawer 1	
13.3.30	Refrigerator	Installed in command cab as part of apparatus specifications	1	Included in Apparatus Specs.	Domotic		CAB	-	
13.3.30a	Wheel Chocks	Set of two, aluminum with handles	1 Set of Two				-	-	

EXTRA ITEMS from APPARATUS SPEC.

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfgr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	

Inv. #	Item Name	Description	Requirement (Units, Kits)	Vendor, Supplier	Mfr, If Known	Model #, Cat. # and/or SKU #	STORAGE		CA. State ID. Number
							Comp.	Tray	
-	Streamlight, Hand Held	Hand-held LED flash light, Knuckle Head	5		Streamlight	91628			
-	Streamlight, Charger	Multi-gang charging unit	1		Streamlight	90401			
-	DOT Reflectors	Folding Triangle reflectors, DOT	3			1005			
-	Fire Extinguisher	In cab, portable fire extinguisher ABC	1						
-	Ladder	24' Extension	1				Ladder Comp.		180265
-	Ladder	14' Roof	1				Ladder Comp.		180266
-	Ladder	10' Folding	1				Ladder Comp.		180267

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICE
Fire and Rescue Division

EXHIBIT "B"
INSURANCE REQUIREMENTS

Part of the Agreement through which the State makes a temporary transfer of vehicular equipment is the Agreement on the part of the ASSIGNEE to furnish certain evidence of insurance. Your organization, as an ASSIGNEE of equipment, will want to be mindful of these requirements and assure they are complied with. If self-insured, in lieu of a certificate of insurance, a written statement of self-insurance shall be furnished on official letterhead and agreeing to hold Cal OES harmless from any personal injury or property damage claims arising out of the maintenance, use or operation of the Apparatus.

Liability Insurance

A certificate of insurance shall be furnished to the State providing minimum limits of insurance as follows:

BODILY INJURY and PROPERTY DAMAGE LIABILITY \$1,000,000.00 PER OCCURENCE

A certificate of insurance will have the following provisions included:

1. The State of California shall be named Additional Insured.
2. The insurance company shall agree that in the event of cancellation, 15 days prior written notice will be given to the State.
3. The State shall not be responsible for premium or assessments.
4. Certificate of Insurance must include the description of the Apparatus including identification number, State license number and Cal OES unit number.

Physical Damage Insurance

The transfer agreements place certain responsibilities upon your organization for the safekeeping of the vehicle and equipment. The State will look to your organization for reimbursement for repair or replacement cost in the event the vehicle or equipment is damaged by misuse or negligence or by other causes, except normal wear and tear, acts of God and conditions over which your organization has no control.

Description of Apparatus

VEHICLE

2017HME AHREMS-FOX Type II Hazadus Materials Vehicle

VALUE

\$538,000.00

License Number: 1527926

VIN Number: 44KFT4289HWZ22913

Engine Number: HM -22

EQUIPMENT

Hose and Appliances

\$262,000.00



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Scott Ottmar, Senior Engineer

DATE: May 17, 2018

**SUBJECT: APPROVE RESOLUTION ESTABLISHING AN ON-CALL LIST FOR
ENGINEERING SERVICES**

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to consider approval of a short list of firms to provide on-call engineering services.

BACKGROUND

The City's Six Year Capital Improvement Program (CIP) identifies vital transportation, public facility and utility projects necessary to achieve the City's vision of a vibrant, proudly diverse, energetic and safe community, with extraordinary natural beauty, quality of life and economic opportunities. With the recent passage of local and state sales and gas tax measures, as well general improvement in the economy, increased funding is anticipated to accomplish several of these important projects. In order to efficiently complete these anticipated projects, the City's Public Works Division will require assistance from firms with specific engineering expertise. A Request for Qualifications (RFQ) was released on March 19, 2018 with the intent to select multiple qualified firms to provide professional engineering services. The term of the on call list is for a three year period, with the option of two (2) one year extensions. The RFQ was sent to local engineering firms, professional search firms, and posted on the City of Seaside website. The services include, but are not limited, to the following:

Design, Survey and Geometrics
Pavement Evaluation and Design
Hydrology/Hydraulic Analyses
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design & Rehabilitation
Value Engineering

Construction Support
Disability Accessibility Evaluations
Preliminary Engineering Studies
Technical Studies & Reports
Seismic Evaluations
Peer Reviews

A total of 7 proposals were received by the April 13, 2018 deadline. Proposals from Rana Creek and Turf Image were determined to not provide minimum services outlined within the RFQ and were disqualified. The remaining proposals evaluated were from List Engineering (Monterey), Harris and Associates (Salinas), Schaaf & Wheeler (Salinas), the Wallace Group (San Luis Obispo), and Whitson Engineers (Monterey). The proposals were reviewed for completeness and on the firm's qualifications to perform the intended work. The proposals were evaluated on organization, staffing, related experience, management approach, local knowledge, and professional references. Special attention was given to the proposed project managers and their related experiences. The evaluations were performed by a selection committee comprised of professional staff from the City of Seaside.

After review, careful consideration, and evaluation consistent with the Selection Process described within the RFQ, it was determined the five proposals reviewed all demonstrated the skills and experience necessary to support the City to accomplish its goals. Having multiple consultants approved provides flexibility necessary to accomplish several projects at once without stretching resources of the consulting firms and allows staff to match a specific consultant's strength with the need of a particular project. Therefore, the selection committee recommends the Council adopt a resolution to approve List Engineering, Harris and Associates, Schaaf & Wheeler, the Wallace Group, and Whitson Engineers. If approved, on-call consultant(s) may or may not be called upon by the City to provide services.

NEXT STEPS:

Staff will identify potential projects for retaining professional services prior to bringing an agreement to the City Council for approval. Staff would also negotiate the scope, schedule, and fee with the selected firms prior to requesting Council approval.

ENVIRONMENTAL COMPLIANCE:

In accordance with Title 14, California Code of Regulations, Chapter 3, "Guidelines for Implementation of California Environmental Quality Act (CEQA)," implementation of capital projects may require an Initial Study and potentially additional environmental documents. These CEQA requirements for the recommended capital projects will be addressed during the proposed phase and will be completed prior to implementing the capital projects.

FISCAL IMPACT

The approval of an On-Call List will not impact City funds.

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

WHEREAS, on March 19, 2018, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

WHEREAS, on April 13, 2018, proposals were received from seven firms offering professional services; and

WHEREAS, proposals from Rana Creek and Turf Image were determined to not provide minimum services outlined within the RFQ and were disqualified; and

WHEREAS, a selection committee reviewed and identified the five firms shown in Exhibit 'A', attached, qualified to perform professional engineering services based upon experience and overall qualifications.

NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' are hereby approved to provide engineering services on an as needed basis for projects within the City for the next three years with two optional one year extensions.

PASSED AND ADOPTED at a meeting of the City Council duly held on the 17th day of May 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ralph Rubio, Mayor

Attest:

Lesley Milton-Rerig, City Clerk

EXHIBIT “A”

On-Call List for Engineering Services May 2018 City of Seaside

Harris & Associates

450 Lincoln Avenue, Suite 103

Salinas, CA 93901

Primary Contact: Frank Lopez, PE, Project Director
(831) 233-9242 Frank.Lopez@weareharris.com

List Engineering

9699 Blue Larkspur Lane, Suite 203

Monterey CA, 93940

Primary Contact: Ronald Blue, PE, Principal
(831) 373-4390 Ron@listengineering.com

Schaaf & Wheeler

3 Quail Run Circle, Suite 101

Salinas, CA 93907

Primary Contact: Andy Sterbenz, Project Manager
(831) 883-4848 ASterbenz@swwsv.com

Wallace Group, A California Corporation

612 Clarion Court

San Luis Obispo, CA 93401

Primary Contact: Kari Wagner, PE, Director of Water Resources
(805) 544-4011 KariW@wallacegroup.us

Whitson Engineers Inc.

6 Harris Court

Monterey, CA 93940

Primary Contact: Richard Weber, PE, Principal
(831) 649-5225 RWeber@whitsonengineers.com



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Judy Veloz, Commander

DATE: May 17, 2018

**SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE POLICE
DEPARTMENT TO PURCHASE NEW PATROL RIFLES**

PURPOSE & RECOMMENDATION

it is recommended the City Council approve a Resolution authorizing the Police Department to purchase thirty colt m4 le6933-epr patrol rifles for a cost not to exceed \$33,863.50.

BACKGROUND

The Seaside Police Department Patrol Rifle program was established in 2004. The semi-automatic Colt M-16 and Colt AR-15 patrol rifles carried by Seaside officers at this time are over ten years old, need frequent repairs, and are in need of replacement. These rifles include twenty semi-automatic Colt M-16 rifles which were acquired from 2006 to 2009 from the federal 1033 program, a program in which the United States transferred excess used military equipment to civilian law enforcement agencies, and ten semi-automatic Colt AR-15 patrol rifles purchased in 2006.

In the absence of high-powered, high-capacity rifles, officers are operating at distinct disadvantage when called to confront violent subjects armed with automatic assault rifles. Automatic and Semi-automatic rifles, such as the AK-47, M-16, AR-15 and M4 rifles, fire at a velocity of approximately 2400 to 3200 feet per second. Police handguns generally fire rounds at a much lower velocity of 900 to 1100 feet per second. Unlike semi-automatic handguns, these high-velocity rifles are accurate from much longer distances and easier to control and fire. Under normal circumstances these long guns utilize magazines containing 20 or 30 rounds per magazine. This means that the shooter can fire numerous rounds before needing to reload. Officers with handguns will need to stop and reload long before their adversary.

High-powered rifles continue to be the weapon of choice for violent offenders confronting law enforcement officers and innocent civilians across America. After numerous tragic events to

include; Columbine, Virginia Tech, Orlando, Las Vegas, San Bernardino, and the Parkland school shooting, law enforcement organizations realize that in this type of circumstance waiting for a SWAT team to arrive is not a viable option. Officers are now trained to immediately move in and engage active armed perpetrators. Officers must be armed with high velocity, high capacity rifles in order to be able to confront violent offenders and protect the community should this type of incident occur.

After a thorough review of patrol rifles available for law enforcement purchase, it has been determined the Colt M4 LE6933-EPR semi-automatic patrol rifle will best serve the needs the department. The Colt M4 LE6933-EPR is extremely similar to the Colt AR 15 but has a shorter barrel making it more compact and allowing it to be more easily maneuvered in close quarters. Of the three quotes received, Arms Unlimited was the lowest responsive bidder:

Quotes (per rifle)

Arm Unlimited \$1140.00

LC Action \$1171.91

Pro Force \$1288.00

If this resolution is approved the Colt M-16 rifles will be returned to the US Department of Justice per the 1033 program requirements. Ten Colt AR-15 rifles will sent to Arms Unlimited for trade in value totaling \$3500.00 which will be credited to the total cost for thirty new rifles.

FISCAL IMPACT

The cost for thirty Colt M4 LE6933-EPR semi-automatic patrol rifles purchased from Arms Unlimited is \$37,363.50. Arms Unlimited will credit the department a total trade in value of \$3500.00 for ten of the department's current Colt AR-15 rifles bringing the total cost to \$33,863.50. This amount has already been included in the 2017/2018 police department budget.

ATTACHMENTS

1. Quotes from Arms Unlimited, LC Action and Pro Force
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

	L.C. ACTION POLICE SUPPLY	Quotation Date: April 2, 2018
	1088 NORTH FIRST STREET	
	SAN JOSE, CA 95112	
	Toll Free: 800-541-1270	
	Tel: 408-294-COPS (2677)	
	Fax: 408-294-8444	
L.C. Action Small Business # 1017260		
Email: Stacy@LCAction.com		

To: MANUEL FERNANDEZ SEASIDE POLICE DEPT P# 831-970-5675 EM: MFERNANDEZ@CI.SEASIDE.CA.US	Ship to (if different address):
---	--

SALES REP'	CUSTOMER #	EST. DELIVERY	SHIP VIA	F.O.B.	TERM S
Stacy		12-18 WKS ARO	Best Way		NET 30

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
30	LE6933-EPR COLT AR15 11.5" MLOK 10" RAIL SEMI AUTO .223 RIFLE	1,171.91	35,157.30
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00

SUBTOTAL	35,157.30
SALES TAX RATE %	9.25 %
SALES TAX	3,252.05
SHIPPING & HANDLING	
TOTAL DUE	\$38,409.35

PROFORCE LAW ENFORCEMENT

3009 North Highway 89
Tel: (928) 776-7182
sales@proforceonline.com
FFL # 9-88-025-01-4G-00508

Prescott, AZ 86301
Fax: (928) 445-3468
www.proforceonline.com

P R I C E Q U O T E	QUOTE#	PAGE
	401513	1
	SHIP DATE	
	A.S.A.P.	

SOLD
TO

SEASIDE POLICE DEPARTMENT
440 HARCOURT AVE

SEASIDE CA 93955

831-899-6297

SHIP
TO

SEASIDE POLICE DEPARTMENT
440 HARCOURT AVENUE

SEASIDE CA 93955

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	05/03/18	002871	A	KARI MARTIN	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
1	NON-STOCK CLT ITEM# LE6933-EPR	1,185.22	EA .00	1,185.22
1	XFET THIS ITEM FET OUT	.00	EA .00	.00
IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order, F.A.E.T. Exemption, payment by check in 30 days (unless otherwise agreed) and in stated quantities. ATF or the manufacturer may require additional forms. Sample forms may be found at: http://www.ProForceonline.com/forms.html Ordering Instructions: Please fax a copy of the department purchase order and F.E.T. form to (928)445-3468. PLEASE MAIL ORIGINALS to ProForce Law Enforcement, 3009 N. Hwy 89, Prescott, AZ 86301. Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department purchases unless otherwise specifically noted. This quote is valid for 45 days from the date of issue,				

COMMENT

TERMS

3515 W Post Rd Ste 125
Las Vegas, NV 89118
(866)229-1355
daniel@armsunlimited.com
ArmsUnlimited.com



QUOTE

ADDRESS

Seaside Police Department
Seaside, CA

QUOTE # 2309

DATE 04/17/2018

ACTIVITY	QTY	RATE	AMOUNT
LE6933-EPR Colt M4 Commando Semi-Auto 11.5" Barrel Rifle w/ 10" MLOK Rail	30	1,140.00	34,200.00
Sales Tax 9.25%	1	3,163.50	3,163.50
Trade In Colt AR15A2 Rifles	2	-350.00	-700.00
Trade In Colt AR15A3 Rifles	8	-350.00	-2,800.00
FREE FREIGHT, no sales tax collected outside Nevada		TOTAL	\$33,863.50

Accepted By

Accepted Date

Bank: Wells Fargo
Account Number 6540645477
Routing: 321270742
Wire Transfer Routing: 121000248
Swift: WFBIUS6S



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: May 17, 2018

**SUBJECT: ADOPTION OF ORDINANCE MODIFYING MUNICIPAL CODE
CHAPTER 2.14 UPDATING THE CONFLICT OF INTEREST CODE
AND ELIMINATE CHAPTER 2.10 POLICE RESERVE (SECOND
READING, ROLL CALL VOTE)**

PURPOSE & RECOMMENDATION

This item is the second reading of a draft Ordinance amending Seaside Municipal Code Chapter 2.42 regarding Conflicts of Interest to update the listing of required designated filing employees and other changes to ensure compliance with the Political Reform Act and California Government Code 87300-87302 and eliminating Chapter 2.10 Police Reserves.

BACKGROUND

The proposed draft ordinance has two purposes 1) to update the Conflict of interest code in compliance with the Political Reform act and 2) modify Chapter 2.10 reflecting changes to the City's Police Reserve program.

Conflict of Interest Code

The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (FPPC) has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference, and may be amended by the FPPC after public notice and hearings to conform to amendments in the Political Reform Act. In 2014 the City Council adopted language incorporating these by reference and they still remain up to date. However, as required by the Secretary of State we are periodically required to review and approve the code confirming compliance. Current code language is in compliance with the exception of the need to modify the designated committees and employees that are subject to this code, as organizational and

staffing changes have occurred since the last update. The attached draft Ordinance includes the recommended changes to the listing of the committees and employees that are designated to comply with the disclosure categories set forth under the conflict of interest code.

Designated employees shall file their statements upon taking office, annually and when leaving office with the City Clerk, who will make the statements available for public inspection and reproduction (Gov. Code Section 81008). Statements for all designated employees will be retained by the City according to the adopted record retention schedule.

Police Reserves

The second proposed modification to the Municipal Code is the deletion of Section 2.10 Police Reserves as the code section conflicts with state law. We still intend to keep our existing police reserve program. Police reserves will be treated as a part time employee position paid for every hour of service and the program is included as separate budget line item in the Adopted 2018-19 budget.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Draft Ord 2.42 Conflict of Interest
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2.42 UPDATING THE CONFLICT OF INTEREST CODE AND AMENDING CHAPTER 2.10 POLICE RESERVES

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

Section 1. FINDINGS AND PURPOSES.

- A. The purpose of this Ordinance is 1) to amend the Seaside Municipal Code Chapter 2.42 amending the Conflict of Interest code to update the listing of required designated filing employees and other changes to ensure compliance with the Political Reform Act and California Government Code 87300-87302 and 2) Eliminate Chapter 2.10 Police Reserves

Section 2. AMENDMENT AND RESTATEMENT OF SECTIONs 2.42.070 AND 2.42.131 OF THE SEASIDE MUNICIPAL CODE

The City of Seaside Municipal Code Sections 2.42.130 are hereby amended to read as follows:

2.42.130 Appendix—Designated employees.

Appendix

I. City Officials*

- a. Mayor and City Council;
- b. Successor Agency to the Redevelopment Agency
- c. Parking Authority;
- d. Art & History commission;
- e. Board of architectural review;
- f. Oversight Board to the Successor Agency of the Redevelopment Agency
- ~~g. Human relations commission; Community Development Advisory Committee~~
- h. Neighborhood improvement program commission;
- i. Recreation and parks commission;
- j. Planning commission;
- ~~k. Senior citizen commission;~~
- ~~l. Rehabilitation loan committee;~~
- ~~m.~~ j. Traffic advisory committee.

II. Category 1—Designated Employees

- a. City Manager;

- b. City Attorney;
- ~~e. Assistant City Manager;~~
- d. Deputy City Manager, Administrative Services;
- ~~e. Deputy City Manager, Resource Management Services;~~
- f. Fire Chief;
- g. Police Chief;
- h. Deputy Police Chief
- i. City Clerk;
- j. ~~Senior Public Works Services Manager~~/City Engineer;
- k. ~~Financial Services Manager~~; Assistant Finance Director
- l. Financial Analyst
- m. Human Resources ~~Services Manager~~Director;
- n. Administrative Analyst
- o. ~~Youth Violence Prevention Coordinator~~
- p. ~~Community and~~ Economic Development Program Manager
- q. ~~Building Services Manager~~/Building Official;
- r. Senior Planner;
- s. Associate Planner;
- t. Code Enforcement Officer;
- u. Vehicle Abatement Officer;
- v. Recreation ~~and Parks Services Manager~~Director;
- w. Recreation ~~Supervisor~~Superintendent;
- x. Maintenance and Utilities Superintendent.
- y. Information Services ~~Coordinator~~Manager

Section 3. DELETION OF SECTION 2.10 POLICE RESERVES FROM THE SEASIDE MUNICIPAL CODE

The City of Seaside Municipal Code Sections 2.10 Police Reserves is hereby deleted.

Section 4. SEVERABILITY.

- A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

- B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

Section 4. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

INTRODUCED by the City Council of the City of Seaside on the 3rd day of May 2018.

PASSED AND ADOPTED at a regular City Council meeting duly held on the _____ day of _____, 2018 by the following vote:

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

APPROVED:

ATTEST:

Ralph Rubio, Mayor

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

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

FROM: Craig Malin, City Manager

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

DATE: May 17, 2018

**SUBJECT: CONSIDERATION OF MUNICIPAL CODE AMENDMENT TO
CHAPTER 9.08, SECTION 9.08.60 OF THE SEASIDE MUNICIPAL
CODE TO ALLOW ACCESS TO CITY OF SEASIDE PARKS BY
SUPERVISED ON-LEASH DOGS (FIRST READING, ROLL CALL
VOTE)**

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to conduct a First Reading on a proposed text amendment to Section 9.08.060 of the Seaside Municipal Code allowing access to City of Seaside parks by supervised and on-leash dogs.

BACKGROUND

The City of Seaside's ordinance 9.08.060 states that "No person using a park shall allow, cause or permit any dog or other animal under such person's control to enter or remain in any park area, except guide dogs for the blind and supervised dogs at Pacchetti off-leash dog park."

Due to the increasing number of requests by the public for a change in the ordinance to allow access to all City of Seaside parks by supervised and on-leash dogs, the City is recommending that supervised and on-leash dogs be allowed to access city parks. Pacchetti Park would remain an off-leash dog park. Other changes to the ordinance include:

1. No dogs are allowed on city athletic fields.
2. The City may, by regulation, prohibit dogs at designated community events for public safety reasons. The city shall promulgate regulations to ensure that use by persons with dogs is compatible with use of these areas by other persons.
3. No dog may be left unattended and/or attached, tied or chained to any object.
4. Dog owners or custodians are required to pick up their dogs' droppings.

FISCAL IMPACT

There is no fiscal impact with the proposed text amendments.

ATTACHMENTS

1. Ordinance Dog Park 2018
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING TEXT AMENDMENTS TO CHAPTER 9.08, SECTION 9.08.60, PARKS AND RECREATION AREAS, OF THE SEASIDE MUNICIPAL CODE RELATED TO DOGS AND ANIMALS IN PUBLIC PLACES AND TO ALLOW ACCESS TO CITY OF SEASIDE PARKS BY SUPERVISED AND ON-LEASH DOGS

WHEREAS there has been an increase in the number of requests for modifications to the code to allow dogs in city parks believing it would improve their quality of life, and

WHEREAS the City of Seaside intends to create a more inclusive environment at its parks for the enjoyment of all residents and their dogs.

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 9.08.060 - Parks and Recreation Area

This ordinance amends the below code language to read as follows:

Prohibitions generally:

A. Dogs and animals in public places.

1. Any supervised and on-leash dog is allowed at all City of Seaside parks, natural trail or path with the exception of Pachetti Dog Park which allows for supervised and off-leash dogs. When in public areas, all dogs must be on a leash that cannot exceed six feet in length.
2. No dogs are allowed on city athletic fields
3. The City may, by regulation, prohibit dogs at designated community events for public safety reasons. The city shall promulgate regulations to ensure that use by persons with dogs is compatible with use of these areas by other persons.
4. No dog may be left unattended and/or attached, tied or chained to any object.
5. Dog owners or custodians are required to pick up their dogs' droppings.

SECTION 2. Severability. If any word, phrase, sentence, part, section, subsection, or other portion of this Chapter, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the

remaining provisions of this Chapter, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The City Council hereby declares that it would have passed this title, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional.”

SECTION 3. Effective date. This Ordinance shall take effect thirty (30) days after its final passage and adoption by the Council **INTRODUCED** at a regular meeting of the City Council of the City of Seaside on the 17th day of May, 2018, and

PASSES AND ADOPTED by the City Council of the City of Seaside on the 17th day of May, 2018, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

APPROVED:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sharon Mikesell, Administrative Analyst

DATE: May 17, 2018

**SUBJECT: PUBLIC HEARING TO CONSIDER THE 2018-2019 ANNUAL
ACTION PLAN FOR SEASIDE'S COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**

PURPOSE & RECOMMENDATION

The purpose of this item is to hold a Public Hearing to receive comments on the City of Seaside's Community Development Block Grant (CDBG) Annual Action Plan (AAP). This document is required by the US Department of Housing and Urban Development in order to receive the grant funding.

BACKGROUND

The City of Seaside is an entitlement grantee of Community Development Block Grant (CDBG) funds issued from the US Department of Housing and Urban Development (HUD). Each year, an Annual Action Plan is required to implement the next fiscal year's program.

HUD issued Notice CPD-18-1 advising delays on announcement of 2018-2019 CDBG grant award amounts and advised grantees that a method to approach their Annual Action Plan was to prepare the plan and locally approve the plan using an estimated grant award and contingency provision language to adjust the actual allocations once the grant award was announced without the need of an additional public comment period.

The plan is to be held for submission to HUD until the grantee's allocation amounts are announced and the AAP is updated to reflect the amount.

The City Council reviewed and revised the Community Development Advisory Committee's recommendations for funding at the April 5, 2018 meeting and directed staff to proceed with the Annual Action Plan.

The Annual Action Plan was released for public review and comment on April 16, 2018. All comments received will be forwarded to HUD along with the AAP.

As indicated in the draft plan, the allocation amounts will be adjusted to reflect the actual award (when announced) without delay of an additional public comment period so that they may be submitted in accordance with 24CFR 91.500(b). HUD's 45 day review period will begin when the submission of the Annual Action plan or executed SF-424(s) forms are received by the Field Office, whichever is later. Per Federal Law, the submission of the AAP by the City of Seaside must be received within 60 days of the announcement of the grant funding or by August 16, 2018, whichever is earlier.

FISCAL IMPACT

There is no fiscal impact to the General Fund as a result of this item.

ATTACHMENTS

1. Annual Action Plan FOR PUBLIC REVIEW 2018-2019
 2. Proof of Publication AAP
 3. CPD Notice -Guidance on Submitting Consolidated Plans and An
 4. 2018 CDBG Resolution
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Annual Action Plan



2018-2019

City of Seaside Community Development Block Grant Program

Public comment period
April 16-May 18, 2018

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

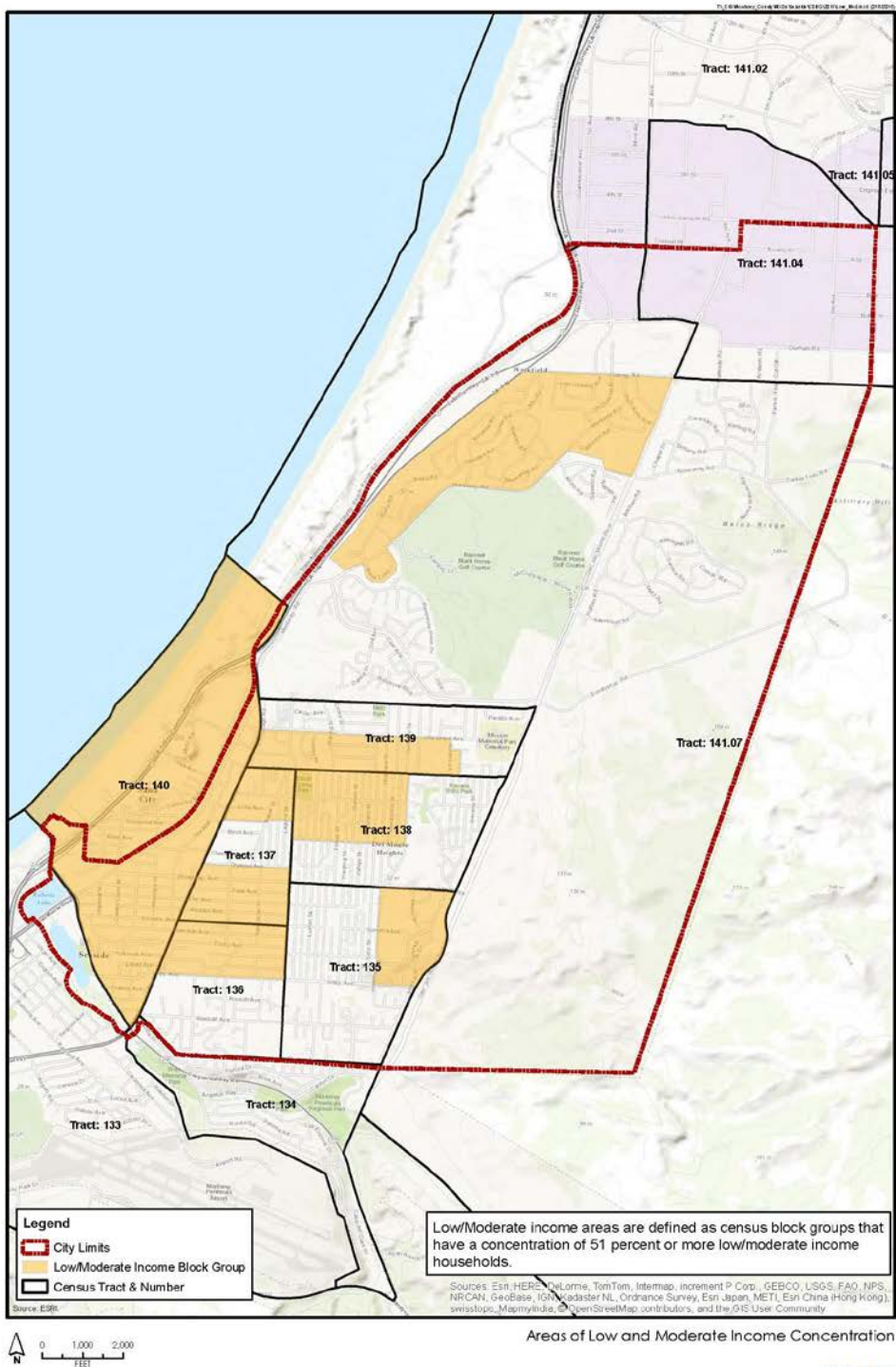
1. Introduction

The City of Seaside (City) is an entitlement jurisdiction that receives federal funds from the US Department of Housing and Urban Development (HUD) to invest in local communities. In the 2018-2019 program year, the City expects to receive approximately \$360,000 in HUD funding under the Community Development Block Grant (CDBG) Program, which is designed to assist low and moderate income (LMI) households. The City also expects to receive another \$103,000 in program income for a land lease payment. The Annual Action Plan must also address special needs identified as the needs of the elderly, persons with disabilities, homeless individuals, and others. The 2018-2019 Annual Action Plan is the fourth annual plan implemented as part of the City's 2015-2020 Consolidated Plan.

The City has experienced a significant reduction in revenue over the past seven years. These include general revenues and special funds. These reductions have impacted the general operations of the City as well as the City's ability to implement housing and community and economic development activities. One of the most significant losses has been the statewide elimination of Redevelopment Agencies. The loss of this funding stream has had a disproportionate impact on housing and community development. Where once Redevelopment Agency funds carried much of the overhead for CDBG administration and the City's affordable housing program, the CDBG program is now fully burdened as the only funding source for these activities.

Faced with reduced resources, the City has made the choice to focus CDBG resources where the need is greatest. During the public outreach for the 2015-2020 Consolidated Plan the community identified areas of need to be infrastructure and facilities improvements in low income areas, including street and park accessibility improvements, and providing essential public services for youth and seniors. Activities such as the development of affordable housing and rental housing subsidy are beyond the scope of available CDBG resources.

The City of Seaside is currently working on updating its General Plan, including the Housing element and plans to enter into an MOU with the other recipient agencies in Monterey County to prepare the Assessment of Fair Housing, increasing the City's outreach efforts and community involvement.



Low and Moderate Census Tracts in Seaside

Annual Action Plan
2018

4

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Seaside has a two year funding cycle with the 2018-19 cycle the first of a two year cycle. This public participation process identified a variety of community needs during the September 20, 2017

Community Workshop. The top priority needs determined were : crime prevention (most top priority votes), youth services, youth centers, emergency repairs to homes, employment training, homeless facilities, fair housing, streets and sidewalks. New housing had the most "second priority" votes.

In addressing the priorities, a recommendation was made to fund a variety of public services, and several capital projects.

Capital and non-public service projects recommended by the CDAC to the City Council for funding during the 2018-2019 cycle include: improvements to the Boys and Girls Club Clubhouse, Community Human Service's Genesis House residential treatment facility, Del Monte Manor playground installation costs, DelMonte Manor security equipment purchase, Cutino Park accessibility improvements, Wanda Avenue sidewalk improvements and Seaside Microbusiness assistance.

These projects are intended to assist low and moderate-income persons and neighborhoods by providing a suitable living environment through improving access and removing barriers to public facilities and improving access and removing barriers to social services. The public participation process identified many target groups and needs of the community during the September 16, 2015 and September 21, 2016 Community Workshops. Target populations include low income areas, seniors, youth, persons with disabilities, homeless, persons with disabilities.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City's CDBG program faces the challenges of shrinking grant funds, uncertainty to the future of the overall program. The City continues to be impacted by the loss of redevelopment funding and a reduction in overall grant dollars received. Although the contracted duties have been greatly reduced, the City has continued to rely on contract staffing to supplement management of the CDBG grant program's subrecipient activity submittals and monitoring efforts and has joined a five-agency Memorandum of Understanding to provide cost-sharing of administrative costs in preparation of an Analysis of Impediments prior to the preparation of the next scheduled Consolidated Plan due in 2020.

The Community Development Advisory Committee (CDAC) has steadily increased their involvement. In 2012, the CDAC was formed as part of the City's Citizen Participation Plan. The CDAC members meet monthly as an active and visible part of the planning and management for CDBG funds, providing recommendations to the City Council regarding subrecipient allocations and ensuring citizen participation in the process.

The City has successfully administered funding for programs and projects and has conducted subrecipient monitoring activities with two subrecipient agencies during 2017-2018 that will be reported in the CAPER this fall.



CDAC members February 2018

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Seaside has a two year application cycle for subrecipients. Activities since filing the last AAP :

August 31, 2017 Annual Planning & Community Workshop Notice in **Monterey County Weekly** published in English and Spanish

September 20, 2017 Community Development Advisory Committee (CDAC) hosts Annual Community Needs Assessment workshop.

November 2, 2017, City Council receives a presentation of the needs identified at the September workshop

November 15, 2017 CDAC hosted a mandatory proposal workshop for the two year cycle of applications for FY 2018-19 and 2019-20

January 12, 2018 Project and Public Service Applications due for the FY 2018-19 and 2019-20 cycles

January 17, 2018 Boxes containing binders with the proposals distributed to CDAC to start review (applications also posted online)

February 21, 2018 CDAC conducted reviews of the applications. Several Public Service applications were determined to require additional information and discussion was tabled to March. The projects were reviewed. The CDAC determined that the DelMonte Manor security proposal must be reduced to eliminate guards, but with that elimination and by rescheduling of the VTC project to 2019-2020, the other projects would be recommended to be funded in the years and amounts applied with estimated funding and contingency language to adjust for actual grant.

March 21, 2018 CDAC continued Public Service reviews for recommendation. and began review of the draft Annual Action Plan approved with estimated funding and contingency language to adjust for actual grant award.

April 6, 2018 City Council received the recommendations from CDAC for funding and provided direction to staff including contingency language to adjust for actual grant award .

THIS SECTION TO BE REVISED PENDING FURTHER DIRECTION FROM HUD. At this writing, it is anticipated that the public comment period will start on or around April 16 with possible public hearing at City Council May 17 and submittal to HUD as soon as possible once actual grant funding is announced and the required certifications can be prepared using final numbers but no longer than 60 days after the funding is announced. Under no circumstances can the submittal of the Action Plan occur after August 16, 2018 per federal statute



Boxes of applications transported to CDAC 1/17/18

Many Activities are Eligible (what are the preferences?)



Priority Dots at 9-20-17 Needs Workshop

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments are welcomed and appreciated.



Discussion during Community Needs Workshop 9-20-17

7. Summary

The 2017-2018 Annual Action Plan included the final year of Seaside's Section 108 loan repayment. Public Service applications for 2018-2019 and 2019-2020 were for a total amount far exceeding the anticipated available funds. Projects were adjusted between the fiscal years in the cycle so that all applicants would be likely to receive full HUD/CBG funding. Many public service applicants did not follow the recommended request range between \$5,000 and \$15,000. The City Council directed staff to distribute the funds proportionally to their requests (all requests capped at \$15K) but increase any amounts that fell beneath \$5K up to \$5K and subtract that amount distributed equally from the highest funded applicants.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	SEASIDE	Community Development Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Seaside Community Development division serves as the lead agency for the administration of CDBG funds.

Consolidated Plan Public Contact Information

Sharon Mikesell, Administrative Analyst

City of Seaside

440 Harcourt Avenue

Seaside, CA 93955 831-899-6734

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Seaside worked with their Community Development Advisory Committee as well as the Coalition of Homeless Services Providers (Monterey County's designated Continuum of Care (CoC) lead agency), the Monterey County Housing Authority Development Corporation (HDC), housing and service providers, and other local jurisdictions to develop the Annual Action Plan. The City of Seaside is working with the other HUD funded agencies in Monterey County (Cities of Salinas and Monterey, Monterey (Urban) County and the Housing Authority of Monterey County) on a joint Analysis of Impediments to be completed prior to preparation of the next Consolidated Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

Seaside's Community Development Advisory Committee meets the 3rd Wednesday of the month and welcomes participation from both public and assisted housing providers and health, mental health and service providers. Workshops are advertised in the ***Monterey County Weekly*** in both English and Spanish and posted on the City website and other locations around town. Individuals wishing to receive emails can request to be added to a list for meeting reminders. The Committee is currently made up of Sue Hawthorne: Chair, Clementine Bonner-Klein: Vice Chair, John Francis and Nelson (Zeke) Rivera. Rebecca Pieken resigned in March 2018. Francisco Diaz resigned in November 2017. The goal of the Committee is to improve coordination between housing and service providers and to leverage partnerships to improve access to public services.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The CoC's Coordinator and the Coalition of Homeless Services Providers (CHSP) recently completed a 10 Year Strategy to End Homelessness, which involved extensive collaboration with the City of Seaside. The City coordinates homeless prevention strategies with the CoC and CHSP. A key element of this strategy is connecting those discharged from public institutions to assistance from agencies addressing housing, health, social services, employment, education and youth needs. The City also coordinates plans for providing the most needed housing for **those who are homeless or at risk of homelessness. The City** primarily relies on the CHSP,

Monterey County and nonprofit groups to perform social services functions for homeless persons.

Community Homeless Solutions operates a small (6 bed) medical respite facility at 780 Hamilton in Seaside as a method to help the homeless achieve better health outcomes in association with Community Hospital of the Monterey Peninsula, Natividad Medical Center, Salinas Valley Memorial Healthcare System and the Hospital Council of Northern & Central California.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Seaside does not receive ESG funds from HUD. The City relies on the County of Monterey and nonprofit groups to perform these social service functions.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

See chart (next page)

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Legal Services for Seniors
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Services for Seniors regularly has a representative at CDAC meetings and workshops and actively participates in all topic discussions.
2	Agency/Group/Organization	Community Partnership for Youth
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CPY regularly has a representative at CDAC meetings and workshops and actively participates in discussions of all topics.
3	Agency/Group/Organization	Boys and Girls Club of Monterey County
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Boys and Girls Club of Monterey County regularly has a representative at CDAC meetings and workshops and participates in discussions of all topics.
5	Agency/Group/Organization	Girls, Inc. of the Central Coast
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A representative from Girls Inc. has participated in CDAC meetings and workshops as well as discussion of all topics covered.
6	Agency/Group/Organization	Community Human Services
	Agency/Group/Organization Type	Services - Housing Services-Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A representative from Community Human Services regularly attends CDAC meetings and workshops and participates in all discussion topics.
8	Agency/Group/Organization	Salvation Army Monterey Peninsula Corps
	Agency/Group/Organization Type	Housing Services - Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Salvation Army has increased their participation at CDAC meetings during the past year and has attended meetings and workshops, participating in discussions of all topics. The City conducted on-site monitoring of their facility on February 21, 2018 and gained better awareness of their transitional housing programs.
9	Agency/Group/Organization	The Village Project, Inc.
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Village Project participates in discussion of all topics when a representative attends CDAC meetings. The City of Seaside conducted on-site subrecipient monitoring of the Village Project on February 22 and 23, 2018 and gained a better understanding of their holistic approach to counseling and after school mentoring.

Identify any Agency Types not consulted and provide rationale for not consulting

All agencies and individuals are welcome to participate in CDAC meetings and workshops or attend City Council public hearings and presentations.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Coalition of Homeless Services Providers	Homelessness Strategy Homeless Needs Chronically homeless Homeless Needs Families with children Homelessness Needs Veterans Homelessness Needs Unaccompanied youth
City of Seaside General Plan Update	City of Seaside	Affordable housingHomelessness Strategy/Emergency SheltersShort Term Rentals
Regional Analysis of Impediments	City of Salinas	5 Monterey County HUD recipient agenciesJoint AI with regional outreachCompletion expected by October 2019-in time for next Consolidated Plan
Economic Recovery & Affordable Housing	FORA/Friends of Homeless Women	Housing options on the former Fort Ord

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City of Seaside participates in discussions with neighboring agencies regarding homeless strategy plans and affordable housing. The City is currently in the process of updating the General Plan, including the Housing Element and as a result is hosting many openhouses, workshops and discussions, including the entire community. The City also attended the Economic Recovery and Affordable Housing session July 26, 2017 at the City Of Pacific Grove presentation by the Fort Ord Reuse Authority where regional participants discussed potential housing on the Former Fort Ord. Seaside is collaborating on a MOU with the Cities of Monterey and Salinas along with Monterey County (Urban) and the Housing Authority of Monterey County to prepare an Analysis of Impediments (formerly an AFI, but redirected at HUD's request) as a group with a completion target of fall 2019. All this is in addition to the Monthly Community Development Advisory Committee meetings, directly addressing the city of Seaside's CDBG program.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Planning and Community workshop for the 2018-19 and 2019-20 Fiscal Years was held Wednesday, September 20, 2017 at 6:30 PM in the Blackhorse Room of the Oldemeyer Center, 986 Hilby Avenue, Seaside, CA. The workshop solicited public comment on the priority needs to direct CDBG Funding. An application workshop was held Wednesday, November 15, 2017 at the Oldemeyer Center and was mandatory for any groups seeking subrecipient funding. The Community Development Advisory Committee meets monthly and all comments are always welcomed and appreciated.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-English Speaking - Specify other language: Spanish	Newspaper Ads in both English and Spanish were published for the two workshops. August 31, 2017 for the Community Needs workshop and November 2, 2017 for the NOFA/application workshop.	No additional comments were received outside of the meeting itself		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The September 20 workshop was well attended, sign ins were not mandatory.	Please see whiteboard comments and poster dot priorities illustrated in this document	All comments were encouraged and appreciated	http://seasideca.civicclerk.com/Web/Player.aspx?id=1488&key=-1&mod=-1&mk=-1&nov=0

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	18 agencies and the City of Seaside had representatives signed in for the November 15, 2017 Application workshop. The meeting was mandatory for for FY 2018-2019 and 2019-2020 (two year cycle) Only representatives of agencies were asked to sign in to verify agency representation. (The general public is never required to sign in to a public meeting, per CA State law).	Comments and questions were directed to the application process and most were procedural and not about the program	All comments are welcomed and appreciated.	http://seasideca.civicclerk.com/Web/Player.aspx?id=1490&key=-1&mod=-1&mk=-1&nov=0

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Non-targeted/broad community	The Community Development Advisory Committee holds monthly meetings the 3rd Wednesday each month at the Oldemeyer Center (ADA accessible and outside City Hall. Sign-ins are not required. If attendees provide email, they can join mailing list.	Comments are variable each meeting, all attendees are welcome to comment on all items presented.	All comments are always welcomed. Meetings are properly agendized and posted in accordance to the Brown Act. Agendas are available on the City website.	http://www.ci.seaside.ca.us/129/Agendas-Minutes

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	The City of Seaside is also working on their General Plan Update, including the housing element. A series of workshops/open houses and task force meetings have been held.	Comments have been varied and all are taken into consideration for the policy document expected for completion in 2018.	All comments are welcomed and encouraged.	http://seaside2040.com/index.php/get-involved/
6	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Notice of Public Review Draft 2017-2018 Annual Action Plan published in Monterey County Weekly			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	City Council Meeting, April 5, 2018. Presenting CDAC recommendations for Annual Action Plan to the City Council for direction		All comments were accepted.	http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community	Public hearing during the 30 day public comment period and approve AAP and associated documents for submittal to HUD.	AAP to be submitted to HUD with associated documents no later than August 16, 2018. No public comments were received.	Not applicable.	http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas
9	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Notice of Public Review Draft in Monterey County Weekly.	See comments above regarding the meetings	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
10	Internet Outreach	Non-targeted/broad community	As part of the public participation process, all applications received and additional information requested by the CDAC were posted on the CDAC website. This enabled the Committee, the City Council and the public access to all information throughout the process.	The website information enabled review prior to public meetings	Comments are always encouraged and welcomed.	https://www.ci.seaside.ca.us/160/Community-Development-Advisory-Committee

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City anticipates an award of CDBG funds in the amount of \$360,000. The City's CDBG program also plans to receive approximately \$100,000 in program income from a land lease with Embassy Suites. The City does not anticipate other program income as it is not regular enough to provide a reasonable annual estimate.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	360,000	103,100	0	463,100	471,222	All amounts approximate.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program has no matching requirement, however all subrecipients are required to submit information regarding leveraging resources and contributions of matching funds for all proposed projects, programs and activities as part of Seaside's funding application.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

As of the writing of the Annual Plan, there was not anticipated to be any publicly owned land or property within the City that would be used to address identified needs.

Discussion

There are no additional resources to address in this discussion. The City of Seaside no longer actively participates in a home loan program. Repayments are not frequent. The 2018-2019 actual CDBG grant allocation amount for Seaside is anticipated to be announced in late spring or early summer and will be listed as the Annual Allocation when submitted to HUD.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Enhance Access to Social Services	2015	2019	Homeless Non-Housing Community Development		Public Services	CDBG: \$69,450	Public service activities other than Low/Moderate Income Housing Benefit: 7295 Persons Assisted
2	Improve Accessibility for Persons w/ Disabilities	2015	2019	Non-Housing Community Development		Infrastructure	CDBG: \$125,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 951 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 500 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Construct or Upgrade Public Facilities	2015	2019	Non-Housing Community Development		Public Facilities	CDBG: \$102,342	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 545 Households Assisted
4	Address Blight and Nuisance	2015	2019	Affordable Housing Non-Housing Community Development		Economic Development	CDBG: \$25,000	Businesses assisted: 5 Businesses Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Enhance Access to Social Services
	Goal Description	Public Service activities other than Low/Moderate income Housing. Benefit # of recipients to be determined following City Council determination of recommended activities.
2	Goal Name	Improve Accessibility for Persons w/ Disabilities
	Goal Description	Public facility or infrastructure activities other than low/moderate income housing benefit. Accessibility improvements for Cutino park and Wanda sidewalk improvements.

3	Goal Name	Construct or Upgrade Public Facilities
	Goal Description	Public facility of infrastructure activities other than low/moderate income housing benefit. Improvements to various public facilities.
4	Goal Name	Address Blight and Nuisance
	Goal Description	The Seaside Economic Development department will create a program for microbusiness assistance which will provide funding assisting in rental of vacant commercial property, improving blighted commercial areas.

Projects

AP-35 Projects – 91.220(d)

Introduction

The activities to be undertaken during 2018-2019 are summarized below. All activities identified are expected to be completed no later than June 30, 2019. All beneficiaries target primarily low/moderate income households.

The City Council provided direction regarding public service and project activities during their April 5, 2018 meeting.

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

There are several constraints to meeting the needs of target income residents and the primary obstacle has been a lack of funding to fully address all needs. This year saw a record number of applications for both public services and project funding. The City once again encouraged the Public Services applicants to request funding between \$5,000 and \$15,000 for a commitment to a level of support justifying the administrative requirements, while also allowing multiple organizations to participate. Not all public service applicants requested funds within the recommended range. The City Council recommended that the minimum amount to be funded be \$5000 and that all public service applications be capped at \$15,000, and proportionally distributed. Should any activities fall under the \$5000 minimum, the higher funded activities should be reduced equally to bring the lower ones up to the minimum. Other activities also received requests for funds far exceeding available funding. The City Council recommended that the Veterans Transition Center's project be funded in the 2019-2020 cycle, however, any available funding that can be allocated to projects that exceeded other approved requests should be allocated to the VTC during 2018-2019.

AP-38 Project Summary
Project Summary Information
(chart begins next page)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Community Development Systems
Integrated Disbursement & Information System (IDIS)

Skip Top Navigation

IDIS 11.15.0_PROD_34902@3818 (DB 11.15.0_309@PROD4376)



Plans/Projects/Activities	Funding/Drawdown	Grant	Grantee/PJ	Admin	Reports																								
Annual Action Plan (2018-1) AP-38 Project Summary Return to Annual Action Plan Projects																													
Project Summary Information <table border="1"> <thead> <tr> <th>No.</th> <th>Project</th> <th>Goals Supported</th> <th>Geographic Areas</th> <th>Needs Addressed</th> <th>Funding</th> </tr> </thead> <tbody> <tr> <td>1</td> <td> 18-Action Council Monterey County-Palenke Arts Description Target Date for Completion Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) </td> <td> Enhance Access to Social Services Multicultural arts program for Seaside Youth 06/30/2019 100 Seaside students Most activities will be undertaken at the Palenke Arts Center at King School on Broadway Avenue in Seaside. Multicultural youth activities </td> <td></td> <td>Public Services</td> <td>CDBG : \$10,168</td> </tr> <tr> <td>2</td> <td> 18-Community Partnership for Youth Description Target Date for Completion Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) </td> <td> Enhance Access to Social Services Youth gang and violence prevention program. High school leadership job preparation and lifeskills program. 06/30/2019 415 low income students. Various locations and at their main facility Kimball Avenue, Seaside. Youth gang and violence prevention program including high school leadership, job preparation and lifeskills program </td> <td></td> <td>Public Services</td> <td>CDBG : \$10,168</td> </tr> <tr> <td>3</td> <td> 18-Eden Council for Hope & Opportunity </td> <td>Enhance Access to Social Services</td> <td></td> <td>Public Services</td> <td>CDBG : \$5,000</td> </tr> </tbody> </table>						No.	Project	Goals Supported	Geographic Areas	Needs Addressed	Funding	1	18-Action Council Monterey County-Palenke Arts Description Target Date for Completion Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Enhance Access to Social Services Multicultural arts program for Seaside Youth 06/30/2019 100 Seaside students Most activities will be undertaken at the Palenke Arts Center at King School on Broadway Avenue in Seaside. Multicultural youth activities		Public Services	CDBG : \$10,168	2	18-Community Partnership for Youth Description Target Date for Completion Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.) Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Enhance Access to Social Services Youth gang and violence prevention program. High school leadership job preparation and lifeskills program. 06/30/2019 415 low income students. Various locations and at their main facility Kimball Avenue, Seaside. Youth gang and violence prevention program including high school leadership, job preparation and lifeskills program		Public Services	CDBG : \$10,168	3	18-Eden Council for Hope & Opportunity	Enhance Access to Social Services		Public Services	CDBG : \$5,000
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User: B60793

Role: Grantee

Organization: SEASIDE

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Activity

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Project

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Description	Fair housing and tenant-landlord services. Goal is to prevent homelessness, end discrimination and illegal housing practices				
Target Date for Completion	06/30/2019				
Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	45 households, with tenant-landlord, homelessness or other fair housing related issues.				
Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	This project will serve Seaside.				
Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Fair housing, tenant landlord services,				
18-Girls, Inc. of the Central Coast	Enhance Access to Social Services	Public Services	CDBG : \$6,804		
Description	Four programs for girls in 4th grade through high school.				
Target Date for Completion	06/30/2019				
Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	100 girls and 35 mother daughter pairs (170 total persons) girls from 4th grade through high school.				
Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	School campuses in Seaside including Seaside Middle School and Seaside High School.				
Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Targeted programs to girls to promote self-confidence and self esteem.				
18-Greater Victory Temple Community Program	Enhance Access to Social Services	Public Services	CDBG : \$10,168		
Description	Expansion of Greater Victory Temple's after school community program, tutoring and meals. The program partners with the Monterey Peninsula Unified School District, the One Starfish (homeless) program and the Village Project.				
Target Date for Completion	06/30/2019				
Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	100 low income persons including families of students attending after school tutoring program and homeless persons utilizing the One Starfish program.				
Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Greater Victory Temple community room, 1620 Broadway Avenue, Seaside.				
Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Expansion of the after school community program including tutoring and meals for family members. Partners with Monterey Peninsula Unified School District, One Starfish homeless program and the Village Project.				
18-Legal Services for Seniors	Enhance Access to Social Services	Public Services	CDBG : \$10,168		
Description	Legal representation at no cost and workshops for seniors 62 and older residing in Seaside				
Target Date for Completion	06/30/2019				
Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	300 seniors over the age of 62				

	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	915 Hilby Avenue, Seaside, CA as well as workshops at various locations in Seaside.		
	Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	No cost legal services for seniors and workshops.		
	18-Meals on Wheels of the Monterey Peninsula Description Target Date for Completion	Enhance Access to Social Services A portion of food costs for homebound Seaside residents. Over 60% of Seaside deliveries are to residents over 75 years old. 06/30/2019	Public Services	CDBG : \$6,804
7	Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	120 homebound Seaside residents.		
	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Deliveries to homebound persons throughout Seaside.		
	Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Deliveries to homebound persons throughout Seaside.		
	18-The Village Project Description Target Date for Completion	Enhance Access to Social Services After school program at the Mae C. Johnson Academy includes tutoring, technology and enrichment activities for low income and at-risk students. 06/30/2019	Public Services	CDBG : \$10,168
	Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	38 low income and at risk Seaside students		
	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Mae C. Johnson Education & Enrichment Academy.		
	Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	After school program with tutoring, technology and enrichment activities for low income-at risk students.		
	18-Boy's and Girls Club Flooring Description Target Date for Completion	Construct or Upgrade Public Facilities New stained polished concrete flooring at the Seaside Clubhouse 06/30/2019	Public Facilities	CDBG : \$71,507
	Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	870 mostly low income youth		
9	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	1332 LaSalle Avenue, Seaside, CA		
	Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	New flooring		
	18-Community Human Services	Construct or Upgrade Public Facilities	Public Facilities	CDBG : \$30,000

Description		Plumbing improvements to the Genesis House residential facility			
Target Date for Completion		06/30/2019			
Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		130 persons including possible homeless and HIV positive in substance abuse rehabilitation housing.			
Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		1152 Sonoma Avenue, Seaside, CA 93955			
Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		Plumbing improvements to the Genesis House substance abuse rehabilitation housing.			
18-Del Monte Manor Security Equipment		Construct or Upgrade Public Facilities		Public Facilities	
Description		Security equipment at Del Monte Manor low income housing facility		CDBG : \$15,000	
Target Date for Completion		06/30/2019			
Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		192 low income families.			
Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		1650 Broadway Avenue, Seaside, CA			
Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		Upgrade security equipment at low income rental housing			
18-DelMonte Manor Playground Installation		Construct or Upgrade Public Facilities		Public Facilities	
Description		Installation of playground equipment at Del Monte Manor (low income housing)		CDBG : \$16,000	
Target Date for Completion		06/30/2019			
Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		192 Low income families			
Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		1650 Broadway Blvd, Seaside, CA 93955			
Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		Installation of Playground Equipment			
18-Veterans Transition Center		Construct or Upgrade Public Facilities		Affordable Housing	
Description		Renovation of 8 bedroom duplex for emergency shelter for Seaside Veterans. Funding for 2018-2019 to be from unrequested funds available plus any carryover of unspent admin funds from 2017-2018.		CDBG : \$18,443	
Target Date for Completion		06/30/2019			
Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		64-128 homeless veterans annually will be provided with shelter by renovation of an 8 bedroom duplex for an emergency shelter.			
Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		the location on the former Fort Ord will serve Seaside residents.			

14	Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Renovation of an 8 bedroom duplex for use as an emergency shelter for veterans.			
	18-City of Seaside Microenterprise Assistance	Address Blight and Nuisance	Economic Development	CDBG : \$25,000	
	Description	Rent subsidies for 3 microbusinesses			
	Target Date for Completion	06/30/2019			
15	Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Three microbusinesses will receive rent subsidies			
	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Seaside business zones.			
	Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Microbusinesses compete for rent/lease assistance			
	18-City of Seaside Cutino Accessible Bleachers & Drinking Fountain	Improve Accessibility for Persons w/ Disabilities	Public Facilities	CDBG : \$65,000	
16	Description	Accessible bleachers and drinking fountain at Cutino Park.			
	Target Date for Completion	06/30/2019			
	Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	900 mobility challenged persons will be assisted			
	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	1324 LaSalle, Seaside, CA			
16	Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Install ADA compliant bleachers and a drinking fountain at the multi-use park.			
	18-City of Seaside Wanda Sidewalks	Improve Accessibility for Persons w/ Disabilities	Public Facilities Infrastructure	CDBG : \$60,000	
	Description	Sidewalk replacement/ADA improvements 1600 Block of Wanda Avenue, eliminating trip hazards.			
	Target Date for Completion	06/30/2019			
16	Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Families and persons using the school bus stop in the 1600 Block of Wanda Avenue. 62% low income. Replace sidewalk and include an ADA compliant ramp, and elimination of trip hazards.			
	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	1600 Block of Wanda Avenue			
	Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Over time the sidewalk has been undermined by the hillside. The sidewalk has dropped/descended and in some areas separated from the curb, thus creating a tripping hazard along this section of sidewalk. The project scope includes removing and replacing approximately 1,200 square feet of sidewalk, resetting 4 posts and constructing an ADA ramp at the northeast corner of Wanda Ave and Yosemite St.			

[Return to Annual Action Plan Projects](#)

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 Session Timeout

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

At the recommendation of the CDAC and with the direction of the City Council, CDBG funds are primarily directed to the low income residential areas of the City.

Geographic Distribution

Target Area	Percentage of Funds
Seaside	100%

Table 7 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Public services that primarily serve low income residents or that operate from facilities located in low income residential areas are prioritized as that is where the services are provided. Public facilities that are located in low income residential areas are targeted for improvements, specifically ones that target low income households..

Discussion

Please note that the City has a significant low income population, and a significant population living within areas that are predominantly low income. Services and projects that are city wide may not technically be targeted to low income households but the effect is to positively impact low income households.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

As a result of the lack of resources available to the City, and the lack of staffing to oversee or implement housing programs, the City itself does not plan to implement any housing program in the plan year.

The City has no plans in the 2018-2019 program year to produce affordable housing through activities that provide rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units. This includes housing for homeless, and homeless special needs households. Likewise, the City has no plans to provide affordable housing through rental assistance.

Note: the CDAC has recommended that the Veteran's Transition Center project to rehabilitate housing for homeless veterans be placed in the 2019-2020 funding cycle. The City Council recommended that a limited amount of funding after other projects are funded should be provided to the VTC if available once the funding levels are announced by HUD with the bulk of funding to be placed in the 2019-2020 cycle. This placement in the cycle allows for four other projects to be completed during 2018-2019 and all projects submitted to be included within the two year cycle.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 8 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

The primary public organization for affordable housing and supportive services in the City is the Housing Authority of the County of Monterey (HACM), a public housing authority whose mission is to develop and operate affordable housing and implement supportive programs. The Housing Authority manages a Section 8 Housing Choice Voucher (HCV) program and Family Self Sufficiency programs. Both programs are essential in meeting Seaside's housing needs.

Actions planned during the next year to address the needs to public housing

As of June 30, 2016, HACM has converted all public housing units countywide into Project-Based Rental Assistance.

There are two CDBG projects projected for the 2018-2019 year at Del Monte Manor. The low income housing area serves 192 families, with many section 8 recipients. CDBG funding will be used to install new playground equipment and upgrade the security system.

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

The Family Self Sufficiency Program is designed to help families become financially independent of cash aid assistance by obtaining employment. Successful participating families are rewarded with a savings account that is established by the HACM. Additionally, the HACM's commitment to its program participants is solidified by the HACM partnering and collaborating with a variety of local service providers that are equally interested in helping families reach their goal of self sufficiency. Services may include career counseling, education (GED and beyond), financial literacy, job training, parenting skills, and homeownership preparation.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

HACM is not identified as "troubled."

Discussion

The Housing Authority of Monterey County, the cities of Salinas, Monterey and Seaside and the County of Monterey have entered into a Memorandum of Understanding to conduct an Analysis of Impediments to be completed in advance of the next Consolidated Plan Cycle. All involved agencies will be working together closely for a positive outcome.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Seaside works with regional homeless assistance coordination to reduce homelessness. The lead agency is the Monterey County Department of Social Services (DSS). Two local collaborative efforts are the Coalition of Homeless Services Providers (Homeless Coalition) and Leadership Council (CoC governing body). These organizations are directly responsible for funding and program decisions for Monterey County and the City of Seaside.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will closely coordinate with Monterey County and the Leadership Council CoC to reach out to homeless persons. As described in the "Lead Me Home" 10 Year Plan to End Homelessness, these entities will: collaborate to develop referral agreement between outreach workers and other housing and service providers and designate priority access to housing and treatment slots for clients engaged by outreach workers, develop a centralized information and referral system, streamline referrals and improve service coordination, partner hospitals with existing services to establish respite care centers and detoxification facilities, enhance coordination with mainstream benefits programs. In these efforts, the City will act as an information and referral resource for participating housing and homeless service providers to facilitate agreements and partnerships.

The Greater Victory Temple indicated to the City Council on April 5 that they have a program in conjunction with the One Starfish program for unsheltered persons to provide meals to the community at their location and emergency shelter.

Seaside plans to participate in AFH outreach efforts through an MOU with the Cities of Salinas and Monterey, Monterey County and the Housing Authority of Monterey County to further find out the needs of the entire community.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will support strategies outlined in the "Lead Me Home" plan. Create a Comprehensive Housing Pipeline, Focus Housing Development of Target Populations, particularly Permanent Supportive Housing for chronically homeless individuals. Identify new funding sources to create Affordable Permanent Supportive Housing, including a Social Impact Bond and Housing Trust Fund. The City will continue to participate in discussions such as the City of Monterey sponsored Affordable Housing/Shelter Project Round Table meeting on November 16, 2016 and the Fort Ord Reuse Authority outreach presentation to the Friends of Homeless Women in Pacific Grove in July 2017.

In addition, the City of Seaside is in the process of revising their ordinance to allow emergency shelters and transitional housing in more areas of the City.

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

Homeless individuals and families with immediate and transitional shelter needs have been given an overall high priority since their numbers are increasing and there is a shortage of shelter facilities. Homeless victims of domestic violence are particularly a high priority as more counseling services and training opportunities are needed and existing facilities are overcrowded. The City will support having the CoC apply for additional new Continuum of Care funding that will target the chronically homeless and increasing the number of beds for the chronically homeless by modifying existing Continuum of Care programs not specifically targeting chronically homeless.

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

The City will support projects and programs and give proposed programs and improvements that prevent homelessness higher priority. In addition, the City will promote these strategies outlined in the "Lead Me Home" plan: integration of services at the system level; enhancement and integration of services at the client level; improving access to mainstream benefits; launch Employment First (job

training); strengthen job development capacity and on-site support; economic development opportunities that will create new jobs for homeless or formerly homeless persons; plan for stability prior to release from incarceration; implement alternatives to arrest and incarceration; create universal healthcare discharge policies and transition aged-out foster youth to housing and income stability.

Discussion

Many seniors, even homeowners, face financial challenges due to limited incomes. Senior households, especially those on limited incomes, need affordable housing. Seniors also face housing challenges related to physical disabilities. Many of the disabilities are age related, including declining mobility and self-care issues that interfere with their ability to remain independent. Seniors have a variety of housing options, including:

- Independent living – seniors reside in their home or apartment with little support or care
- Assisted living facilities – senior maintains a level of independence, residing in an apartment, and receives varied levels of support and assistance such as light housekeeping, meals, transportation, and/or medication
- Residential care facilities – typically a smaller licensed facility, often with 6 or fewer residents, that provides services similar to those provided by assisted living facilities
- Intermediate care or skilled nursing facilities – a licensed facility that provides a higher, continuous level of professional care

Although a variety of housing options are available to seniors, and all housing options are available in Seaside, facilities providing supportive services and a higher level of care are expensive. Most affordable senior housing is classified as independent living and does not provide supportive services. Lower-income seniors cannot afford to take advantage of many of the housing options and consequently remain in independent living situations struggling with self-care issues. The Monterey County Department of Social Services provides a Senior Information, Referral and Assistance hotline, which is initial point of contact for people seeking information about senior services. The program specializes in information related to the needs of seniors and people with disabilities.

Legal Services for Seniors provides a variety of low cost legal assistance for Seniors including tenant-landlord disputes and the NAACP has also indicated they assist with tenant-landlord issues. The City Council has recommended \$5,000 in public services funding to ECHO housing to implement a variety of housing services through the CDBG program in 2018-2019.

There are a variety of disabilities, including sensory, physical, mental, and developmental. Disabilities can result in mobility, self-care, and employment limitations.

The majority of disabled persons have income significantly lower than that of the non-disabled population and require housing assistance. While it is difficult to determine how many of the disabled require supportive housing services, it can be assumed that those with mobility and/or self-care limitations have special needs and require in-home supportive services and special housing accommodations. The Monterey County Commission on Disabilities provides guidance to the County Board of Supervisors regarding matters related to equal access to employment, public services, communications, and public accommodations for people with disabilities. The commission operates out of the Equal Opportunities Office, which is a primary resource for disabled persons in Monterey County, including Seaside.

Persons with mental health disabilities range from those who can live and work within the community to those with severe mental illness who require special housing accommodations, constant medical attention, and supportive services. Monterey County System of Care provides a variety of services to the mentally ill. The System of Care identifies housing as a constant struggle for the severely mentally ill. Mental health clients are typically low income; in addition, their illnesses have resulted in rental histories or credit histories that do not meet typical rent requirements and limit their housing options.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City's General Plan Housing Element systemically analyzes and addresses barriers to affordable housing. These include governmental, non-governmental, and environmental constraints. That analysis leads to policies and programs to address these constraints. Please find more detailed information on affordable housing in the City's Housing Element on the City of Seaside website and at www.seaside2040.com.

The City is currently in the process of a full General Plan update and has also entered into an MOU with the other CDBG recipient agencies in Monterey County on the Analysis of Impediments outreach. Community workshops, focus groups, surveys and other events are planned to receive public input regarding affordable housing and other concerns in the community.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In order to produce affordable housing, the City has an inclusionary housing ordinance. The ordinance requires that for all new developments, at least 20 percent of new units constructed must be restricted for occupancy by moderate, low or very low income households. For further information, refer to Chapter 17.31, Affordable Housing Requirements, of the Seaside Code of Ordinances at the following on the City of Seaside website.

To expedite project facilitation and provide internal support to project applicants, the City has also established a planning permit review process. When required, permit review takes place before any necessary building permits or business licenses are applied for and are intended to ensure that new development is compatible with surrounding neighborhoods and planned future development.

Discussion:

The City of Seaside's anticipates approval of it's Housing Element during or before this AAP goes into effect. The state mandated emergency shelter ordinance was approved by the City Council in early 2018. Five agencies in Monterey County, including Seaside are continuing to work jointly on an Analysis of Impediments during 2018-2019.

AP-85 Other Actions – 91.220(k)

Introduction:

This section describes the City's actions to address underserved needs, maintain affordable housing, reduce lead based paint hazards, reduce poverty, develop institutional structure, and enhance public-private coordination.

Actions planned to address obstacles to meeting underserved needs

Use CDBG funds targeted to public facilities and infrastructure to make ADA accessibility improvements. Use CDBG funds targeted to public services to support organizations that assisted underserved populations.

During the program year, the City will work with several organizations that focus on increasing self-sufficiency among lower-income populations. These organizations included the Legal Services for Seniors, which provides a legal services pertaining to housing, health, and finances for elderly residents; drug rehabilitation provided by Community Human Services. Services to help youth start off on the right path include Community Partnership for Youth, Boys and Girls Club of Monterey County, The Village Project, Girls, Inc. and ECHO fair housing services. CDBG funded projects include Section 3 policies to help reduce the number of poverty level families. The Veterans Transition Center has a large shovel ready project that may be partially funded by CDBG in 2018-2019 and funded more extensively for the full \$200,000 requested in 2019-2020.

Additional subrecipients from the past cycle will include Del Monte Manor, Action Council of Monterey County's Palenke Arts program, ECHO fair housing and tenant/landlord services, Meals on Wheels of the Monterey Peninsula and Microbusiness assistance from Seaside's Economic Development team.

Actions planned to foster and maintain affordable housing

Housing programs have been limited as a result of a lack of resources and staffing available to the City. The city does not plan to revive façade improvement programs for homeowners or small businesses in the plan year 2017-2018. The City plans to support the "Lead Me Home" Plan in its efforts to build an affordable housing pipeline and coordination with HACM in rehabilitating and upgrading affordable housing units.

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

other agencies in applying for funding through the Homeless Assistance portion of HUD's program to provide supportive and self-sufficiency services.

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

The City of Seaside will continue to support public and non-profit agencies in utilizing programs that assist homeless persons to make the transition to permanent housing and independent living through maintaining these existing supportive services, s New development on the former fort lands will have a 20% affordable housing requirement per the Fort Ord Reuse Plan. portive housing, and affordable housing units.

Actions planned to reduce lead-based paint hazards

The City will mitigate lead based paint through public facilities improvements, and educate participants on the hazards of lead based paint. In addition, all rehabilitation contracts for public facilities or other rehabilitation projects funded through the City include provisions for work necessary to eliminate any existing lead based paint hazards on applicable surfaces. If lead hazards are discovered in a residential or a commercial building, the agency responsible for abatement would be the Monterey Bay Air Resources District.

Actions planned to reduce the number of poverty-level families

Support organizations that assist poverty-level families through the use of CDBG Public Services funds, including educational programs. The City's General Plan is in the process of updating and includes a proactive plan for Economic Development as part of the housing strategy to improve the quality of life. Seaside's Economic Opportunity plan includes specific criteria for evaluating development proposals, identification of key opportunity sites, a long range property management plan and a Small Business Support program. The City of Seaside partners with the Monterey Bay Small Business Development Center (recently renamed Cal Coastal SBDC) to provide free counseling services to small businesses and individuals interested in starting a business.

Actions planned to develop institutional structure

Continue to use CDBG Administration funds to implement the Consolidated Plan and Annual Action Plans, address the Analysis of Fair Housing, complete annual CAPER reports, and comply with HUD regulations. Continue to support institutions that provide housing and services for low income

populations with CDBG Public Services funds, and by providing other forms of support available to the City.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to support regional planning efforts such as the Leadership Council CoC and the “Lead Me Home” 10 Year Strategy to End Homelessness as well as joining forces with the other CDBG recipient agencies in Monterey County for an analysis of impediments. During the April 5, 2018 City Council meeting, the NAACP and Legal Services for Seniors indicated that they currently provide tenant-landlord assistance in Seaside. ECHO Housing has applied for CDBG funding to institute a presence in Seaside for their tenant-landlord and fair housing services.

Discussion:

The 2018-2020 application cycle saw a dramatic increase in the number of applicants for funding and the variety of projects and services offered to be provided. The requests far exceeded the funding levels expected. None of the requested amounts for public services funding were recommended by City Council to be funded in full. By rescheduling the bulk of the Veteran's Transition Center request for \$200,000 to 2019-2020, several smaller projects were approved receive full requested amounts (should full funding be available once award is announced) in 2018-2019.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	95.45%

The City of Seaside entered into a repayment agreement with the US Department of Housing and Urban Development in 2014. The total funds of \$408,648.12 were repaid in full in 2016-2017.

State of California/County of Monterey

I am a citizen of the United States and a resident of the State of California. I am over the age of 18 years and not party to or interested in the above-entitled matter. I am the principal clerk of *Monterey County Weekly*, a newspaper of general circulation, published weekly by Milestone Communications, Inc. in the City of Seaside, County of Monterey, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates to wit. **April 12, 2018**

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

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

Linda S. Maceira

Dated...April 12, 2018...Monterey, California

**NOTICE OF PUBLIC REVIEW DRAFT
2018-2019 ANNUAL ACTION PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM**

NOTICE IS HEREBY GIVEN that on or before April 16, 2018 the City of Seaside will publish the draft 2018-2019 Annual Action Plan for the Community Development Block Grant (CDBG). This year, the City anticipates receiving funding from the US Department of Housing and Urban Development (HUD) through the CDBG program. The primary objective of CDBG is to develop viable urban communities through the provision of decent housing, a suitable living environment, and expanded economic opportunities for low- and moderate-income individuals/families and communities.

The Community Development Advisory Committee (CDAC) has made recommendations on the use of CDBG funds and has forwarded them to the City Council for consideration. On April 5, 2018 the City Council considered CDAC recommendations for inclusion in the 2018-2019 Annual Action Plan. The City Council provided direction to staff on the CDAC recommendations.

On May 17, 2018 the City Council is scheduled to consider the 2018-2019 Annual Action Plan, and is expected to direct staff to submit the plan to HUD no later than 60 days after announcement of the Seaside CDBG allocation or August 16, 2018, whichever is earlier. The City will hear public comment on the Annual Action Plan at each meeting of the City Council and will accept public comment in writing as of the date of this notice through May 18, 2018.

NOTICE IS HEREBY GIVEN that the City Council will consider the 2018-2019 Annual Action Plan for adoption during a public hearing on:

Thursday, May 17, 2018, at 7:00 p.m. or as soon after
City Council Chambers, 440 Harcourt Ave

PUBLIC COMMENT

Citizens and interested parties are invited to review the draft Action Plan beginning on April 16, 2018, on the City's website and at the following locations: Seaside City Hall; Seaside Public Library; Seaside Fire Station; Oldemeyer Community Center, and the Seaside Creates center at 656 Broadway. The Annual Action Plan will be published with the City Council agenda for the May 17th meeting.

The public is invited to provide oral or written comments regarding these plans. A summary of public comments received and the City's responses will become part of the public record. Comments will be accepted as of the date of this notice to close on May 18, 2018.

Any oral or written comments must be directed to:

Sharon Mikesell, Administrative Analyst
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Phone: 831-899-6734
Fax: 831-899-6211
SMikesell@ci.seaside.ca.us



**AVISO DE REVISIÓN PÚBLICA DEL BORRADOR
PLAN DE ACCIÓN ANUAL DEL 2018-2019
PROGRAMA DE SUBSIDIOS GLOBALES PARA EL
DESARROLLO COMUNITARIO (CDBG)**

SE ESTÁ AVISANDO que en o antes del 5 de abril del 2018, la Ciudad de Seaside publicará el borrador del Plan de Acción Anual del 2018-2019 para el Programa de Subsidios Globales para el Desarrollo Comunitario (CDBG). Este año, la Ciudad anticipa recibir fondos del Departamento de Vivienda y Desarrollo Urbano de los EE.UU. (HUD) a través del programa CDBG. El objetivo principal de CDBG es desarrollar comunidades urbanas viables por medio de la provisión de vivienda digna, un medio de vida adecuado y ampliación de las oportunidades económicas para individuos/familias y comunidades de bajos ingresos e ingresos moderados.

El Comité Asesor de Desarrollo Comunitario (CDAC) ha hecho recomendaciones sobre el uso de fondos de CDBG y las ha remitido al Concejo Municipal para su consideración. El 5 de abril de 2018, el Concejo Municipal consideró las recomendaciones del CDAC para su inclusión en el Plan de Acción Anual 2018-2019. El Concejo Municipal proporcionó orientación al personal sobre las recomendaciones del CDAC.

El 17 de mayo del 2018, el Concilio de la Ciudad tiene previsto considerar el Plan de Acción Anual final del 2018-. La Ciudad escuchará comentarios públicos sobre el Plan de Acción anual en cada reunión del Concilio de la Ciudad y aceptará comentarios públicos por escrito a partir de la fecha de este aviso hasta el 18 de mayo del 2018.

SE ESTÁ AVISANDO que el Concilio de la Ciudad considerará el Plan de Acción Anual del 2018-2019 para la aprobación durante una audiencia pública el:

Jueves, 17 de mayo del 2018, a las 7:00 p.m. o poco después
Cámara del Concilio de la Ciudad, 440 Harcourt Ave

COMENTARIO PÚBLICO

Los ciudadanos y las partes interesadas están invitadas a revisar el borrador del Plan de Acción a partir del 16 de abril de 2018, en el sitio web de la Ciudad y en los siguientes lugares: Ayuntamiento de la Ciudad de Seaside (City Hall); Biblioteca Pública de Seaside; Estación de Bomberos de Seaside; y el Centro Comunitario Oldemeyer. El Plan de Acción Anual final será publicado con la agenda del Concilio de la Ciudad para la reunión del 17 de mayo.

El público es invitado a proporcionar comentarios orales o escritos sobre estos planes. Un resumen de los comentarios públicos recibidos y las respuestas de la Ciudad pasarán a formar parte del registro público. Se aceptarán comentarios a partir de la fecha de este aviso para cerrar el 18 de mayo del 2018.

Cualquier comentario oral o escrito debe dirigirse a:

Sharon Mikesell, Analista Administrativo
Ciudad de Seaside
440 Harcourt Avenue
Seaside, CA 93955
Teléfono: 831-899-6734
Fax: 831-899-6211
SMikesell@ci.seaside.ca.us





OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

Special Attention of:

All CPD Division Directors
HUD Field Offices
HUD Regional Offices
All CDBG Grantees
All HOME Participating Jurisdictions
All HTF Grantees
All ESG -Grantees
All HOPWA - Grantees

NOTICE: CPD-18-01

Issued: January 24, 2018
Expires: September 30, 2018

Cross Reference: 24 CFR Part 91

Subject: Guidance on Submitting Consolidated Plans and Annual Action Plans
for Fiscal Year (FY) 2018

Purpose:

The purpose of this Notice is to instruct all Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Housing Trust Fund (HTF), Emergency Solutions Grants (ESG) and Housing Opportunities for Persons with AIDS (HOPWA) grantees on the timing of submission of FY 2018 consolidated plans and action plans. This Notice provides instructions to grantees/participating jurisdictions under each of these programs regarding costs incurred prior to execution of a grant agreement. This Notice further informs Entitlement CDBG grantees and HOME participating jurisdictions of waivers being made available to certain grantees/participating jurisdictions to assist in the implementation of the pre-award costs instructions. These procedures apply equally to grantees' 3-5-year consolidated plans as well as to annual action plans (either as a stand-alone document or as a component of the overall consolidated plan submission).

Notes regarding applicability:

This Notice uses the term "grantee" generically, to also include HOME participating jurisdictions, except where the term appears in discussions explicitly limited to one of the other covered funding programs. Provisions of this Notice covering the Entitlement CDBG program also apply to Insular Areas grantees and CDBG nonentitlement county grantees in Hawaii, as the Entitlement CDBG program regulations also apply to their CDBG funds.

Background:

Pursuant to 24 CFR 91.15(a)(1), each jurisdiction should submit its consolidated plan to HUD at least 45 days before the start of its program year. The earliest date on which HUD will accept a consolidated plan or action plan submission is November 15, 2017; and the latest submission deadline is August 16, 2018. However, in most years, HUD does not receive its annual funding appropriation until several months into the federal fiscal year (rarely earlier than December,

and sometimes as late as April). Once a fiscal year's appropriation is enacted, HUD needs time to compute grantees' allocation amounts for the programs covered by the consolidated plan.

According to 24 CFR 91.500(a), a plan will be deemed approved 45 days after HUD receives the plan, unless HUD notifies the jurisdiction before that date that the plan is disapproved. In past years, HUD typically did not disapprove a plan solely because it was based on estimated allocation amounts. As a result, a plan submitted by a grantee before its allocation amounts are announced typically received automatic approval, even though the plan did not list the grantee's actual allocation amounts.

This practice resulted in significant additional work for both HUD and grantees. After the actual allocation amounts were announced, a grantee had to submit a revised, re-signed SF-424 form listing the actual allocation amounts for each of its grants. In many cases, the grantee had to make additional changes to amend its plan to reflect its actual allocation amounts. This may have constituted a substantial amendment under 24 CFR 91.505, which is subject to the grantee's citizen participation plan process. For FY 2018, HUD will not execute a grant agreement with a grantee until HUD has received a plan (or an amended plan) which incorporates the actual allocation amounts a grantee is to receive for FY 2018.

Revised Procedures for Submission of FY 2018 Consolidated Plans and Action Plans by Grantees with Early Program Year Start Dates:

HUD is issuing the following revised procedures to govern the submission and review of consolidated plans and action plans for FY 2018 funding prior to computation of FY 2018 allocation amounts. These procedures will apply to any grantee whose normal consolidated plan/action plan submission deadline (45 days before the start of the program year) falls either before, or less than 60 days after, the date HUD announces FY 2018 allocation amounts for CDBG, ESG, HOME and HOPWA funding. (See Section II. for a discussion of the timing of Housing Trust Fund allocations.)

Congress has not completed the appropriations process for HUD's FY2018 appropriation. At this time, HUD cannot predict when its FY 2018 appropriations bill will be enacted and when it will be able to announce FY 2018 allocation amounts. Thus, HUD cannot say how many grantees – or which program year start dates – will be subject to these revised procedures. Similarly, HUD cannot provide estimated FY 2018 allocation amounts for grantees to use for planning purposes in developing annual action plans.

Note: These procedures will not apply to grantees whose normal consolidated plan/action plan submission deadline is more than 60 days after HUD announcement of FY 2018 allocation amounts; those grantees should have sufficient time to revise their plans to match actual allocation amounts prior to the due date for their plan.

I. Revised Submission Dates for FY 2018 Action Plans for CDBG, ESG, HOME, HOPWA

Grantees are advised not to submit their consolidated plan/action plan until after the FY 2018 allocations have been announced. Grantees due to submit a new 3-5-year consolidated plan in FY 2018 should refrain from submitting the overall consolidated plan as well as the FY 2018 action plan contained within the overall document. HUD cannot complete its review of the overall consolidated plan components independent of the current year's action plan component. Once HUD informs grantees of their FY 2018 funding allocation amounts, each grantee should, prior to submission, ensure that the actual FY 2018 allocation amounts are reflected in the form SF-424, in the description of resources and objectives, and in the description of activities to be undertaken (or, for states, the method of distribution). It may be necessary for a grantee to revise its action plan before submission to HUD.

An affected grantee may delay submission of its consolidated plan or action plan to HUD until 60 days after the date allocations are announced, or until August 16, 2018 (whichever comes first). This delay will give a grantee time to revise its action plan to incorporate actual allocation amounts, and to conduct any additional citizen participation, if necessary.

For example, if HUD were to announce the FY 2018 allocation amounts to grantees on April 27, 2018:

- For grantees with January 1 – June 1 program year start dates, their normal plan submission date would have been before the date that HUD announced allocation amounts. These grantees would be able to postpone submission of their consolidated plan/action plan until June 26, 2018.
- For grantees with July 1 and August 1 program year start dates, their normal plan submission date would be less than 60 days after HUD's announcement of allocation amounts. These grantees would also be able to postpone submission of their consolidated plan/action plan until June 26, 2018.
- Grantees with September 1 and October 1 program year start dates would have more than 60 days between the date of announcement of allocations and the normal submission deadline for their consolidated plan/action plan. These grantees would be expected to submit their plan on time.

However, in no case may a consolidated plan/action plan be submitted to HUD later than August 16, 2018. Failure to submit an action plan for FY 2018 by August 16, 2018, will result in the automatic loss of FY 2018 CDBG funds to the grantee. This requirement is established by statute, and HUD cannot waive the August 16 submission deadline. Funding under other CPD formula programs are not subject to this deadline but, since virtually all CPD formula grantees receive CDBG funding, the CDBG submission requirement effectively establishes the deadline for submission of action plans.

The regulations, at 24 CFR 91.15(a)(1), state that “...each jurisdiction should submit its consolidated plan at least 45 days before the start of its program year.” HUD has determined that it is not necessary to waive this provision in order to implement the procedures in this Notice for FY 2018 action plans. This provision does not prohibit a grantee from submitting a plan in the eCon Planning Suite after that time. It is not necessary for an affected grantee to request an exception to its normal action plan submission date under 24 CFR 91.15(a)(1), nor is it necessary for a field office to grant an exception to the action plan submission deadlines, under 24 CFR 91.20, in order to implement the procedures in this Notice.

II. Submission Process for the HTF Program

HTF is an affordable housing production program to increase and preserve the supply of decent, safe, and sanitary affordable housing for extremely low-income and very low-income families. HTF is a formula grant program for states.

The HTF regulation at 24 CFR 93.100 requires each state to include its HTF allocation plan in its annual action plan as described at 24 CFR 91.320(k)(5). The HTF allocation plan describes the method for the distribution of funds, and establishes the application requirements and criteria for selecting applications. The rule also requires a local jurisdiction that receives a subgrant of HTF funds from the state to include a HTF allocation plan (24 CFR 91.220(l)(5)) in its annual action plan, but due to the timing of the publication of HTF allocations, the local jurisdiction may need to amend its annual action plan to include HTF.

The timing of the HTF allocations is different from other CPD formula programs (CDBG, HOME, HOPWA, and ESG) because the source of funding is the mandatory assessments on Fannie Mae and Freddie Mac rather than Federal appropriations. The earliest HUD expects to publish the HTF allocations is April 2018. If HTF allocations are not published before a state submits its consolidated plan/action plan, a state may submit its consolidated plan/action plan for the other CPD formula programs, then submit its HTF allocation plan as a substantial amendment to its annual action plan, after the HTF allocations are published.

III. HUD Review of Action Plans

HUD will review a consolidated plan/action plan in accordance with 24 CFR 91.500(b). The 45-day review period will begin whenever the eCon Planning Suite submission or original executed SF-424, certifications and applicable assurances are received by the field office, whichever is later. HUD will disapprove as substantially incomplete any consolidated plan or action plan covering FY 2018 funding that does not reflect actual CDBG, HOME, ESG and HOPWA allocation amounts on the form SF-424(s), in the description of resources and objectives, and in the description of activities to be undertaken (or, for states, the method of distribution). The HTF allocation must be included if the HTF allocations are published before the state submits its consolidated plan or action plan. (See Section II.) A grantee whose action plan is disapproved for this reason is advised to not resubmit a revised plan until HUD has announced the actual FY 2018 allocation amounts, and until the grantee has incorporated the actual allocation amounts into its plan.

24 CFR 91.500(b) states HUD may disapprove a plan or a portion of a plan if it is inconsistent with the purpose of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12703), if it is substantially incomplete, or, in the case of a CDBG certification under §91.225(a) and (b) or §91.325(a) and (b), if it is not satisfactory to the Secretary in accordance with §570.304, §570.429(g), or §570.485(c). The following are examples provided in §91.500(b) of substantially incomplete plans:

- (1) A plan developed without the required citizen participation or the required consultation;
- (2) A plan fails to satisfy all the required elements in 24 CFR Part 91, as reflected in the eCon Planning Suite. This includes when the grantee has not provided a final statement of community development objectives and the projected use of funds;
- (3) A plan for which a certification is rejected by HUD as inaccurate, after HUD has inspected the evidence and provided due notice and opportunity for comment; and
- (4) A plan without a description of the manner in which the unit of general local government or state will provide financial or other assistance to a public housing agency if the public housing agency is designated as “troubled” by HUD.

24 CFR 91.500(d) states that “(t)he jurisdiction may revise or resubmit a plan within 45 days after the first notification of disapproval.” HUD has determined that it is not necessary to waive this provision in order to implement the procedures in this Notice for FY 2018 consolidated plans/action plans. This provision does not prohibit a grantee from re-submitting a plan after that time period.

24 CFR 91.105(c), 91.115(c) and 91.505 require a grantee to comply with citizen participation requirements when it undertakes a substantial amendment to an approved plan. A plan that has been disapproved by HUD is, by definition, not an approved plan. When a grantee’s plan is disapproved by HUD, the consolidated plan regulations do not necessarily require a grantee to undertake further citizen participation on the changes the grantee makes before re-submitting it. (A major exception to this, however, would be if the reason for disapproval involved the grantee’s failure to fulfill citizen participation requirements to begin with.) However, as noted in this Notice, there are circumstances in which a grantee may need to make major revisions to a disapproved plan, which could trigger further citizen participation efforts. A grantee with a disapproved plan should review its citizen participation plan and local policies to determine whether it will need to conduct further citizen participation as a result of the changes it makes to incorporate actual allocation amounts into its plan, prior to re-submission of the revised plan.

IV. Development of Proposed Action Plans and Citizen Participation During the Interim

A grantee has several options regarding fulfilling its citizen participation obligations while waiting for HUD to announce FY 2018 allocation amounts:

- a. A grantee may conduct citizen participation on its draft plan (with estimated funding amounts) according to its normal timetable and citizen participation procedures. (Grantees are cautioned, though, that they should not submit their plan until allocation amounts are

known.) A grantee doing so should make clear that the funding levels shown are estimated amounts. In addition, the grantee should include “contingency provision” language in its action plan which explains how it will adjust its proposed plan to match its actual allocation amounts, once actual amounts become known. By including such contingency language, a grantee can avoid the need to make significant revisions to its plan (beyond incorporating the final allocation amounts into the plan and the SF-424 form). The grantee may also avoid the potential need to conduct additional citizen participation on a plan that has to be significantly revised in order to reflect actual allocation amounts.

Examples of contingency provisions include:

- A plan could state that all proposed activities’ budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts.
- A grantee could express its budget in terms of percentages of the allocation to be budgeted to each planned activity, along with the grantee’s current estimate of how many dollars that equates to for each activity. [For example, regardless of what the final allocation amounts are, the United Interfaith Street Outreach Program will receive 22% (currently estimated to be approximately \$38,000) of the grantee’s total ESG allocation, and the Tenant-Based Rental Assistance activity will receive 10% (currently estimated to be about \$68,750) of the HOME allocation.]
- A plan could state that any increase or decrease in funding to match actual allocation amounts will be applied to one or more specific activities (e.g., any increase or decrease relative to the grantee’s estimated allocation amount will be applied to the single-family housing rehabilitation grant program).
- A plan could list its proposed activities in priority order and indicate that the East Side Sidewalk Replacement activity listed in the plan is a “backup” activity that will be funded only if sufficient CDBG funding exists; or conversely, if the grantee’s actual allocation is less than estimated, the East Side Sidewalk Replacement activity will not be funded in FY 2018.
- A plan could state that, should the actual allocation amount exceed the grantee’s estimate, the grantee will increase the Uptown Sewer Separation activity budget and will extend the service area block-by-block along the 600-900 blocks of Cherry Street, based on the amount of additional funding available.

A grantee may include these or other comparable provisions singly or in any combination to meet its needs. A grantee may adopt a different contingency approach for each of the programs covered by this Notice (CDBG, ESG, HOME, HOPWA and HTF).

- b. Alternatively, a grantee may prepare a proposed action plan according to its normal timetable, but wait until actual allocation amounts are known before undertaking citizen participation actions. Once allocation amounts are announced by HUD, the grantee will need to update relevant sections of its plan (such as the listings of resources and

objectives, and the description of activities or the state's method of distribution) to reflect actual allocation amounts before conducting citizen participation. All grantees intending to incur pre-award costs under the programs covered by this Notice should be aware that this option will not be available to them, as citizen participation requirements must be met before pre-award costs are incurred. (See Section V. below.)

HUD has developed these procedures to minimize disruption to grantees and to minimize duplication of effort on grantees' part. A grantee that does not follow either option a. or b. above (i.e., the grantee undertakes citizen participation according to its normal timetable, based solely on estimated funding levels, and the plan does not contain any contingency language on how the final plan will be adjusted to match actual allocation amounts) runs the risk of increasing its own work obligations and costs. The grantee will still be required to update its plan to incorporate actual allocation amounts before submission to HUD. The grantee may need to undertake additional publication and citizen participation processes, depending on the difference between its actual allocation amounts and the estimated amounts in its proposed action plan, and how the grantee plans to adjust its proposed activities in order to match its actual allocation amounts. Local policies and procedures may also require the grantee to obtain re-approval of the revised plan from its legislative body or authorizing officials.

A plan that has not yet been submitted to HUD is also not an approved plan, and is not subject to the citizen participation requirements of a substantial amendment. However, a grantee that delays its plan submission should review its citizen participation plan and local policies to determine whether it will need to conduct further citizen participation as a result of the changes it makes to incorporate actual allocation amounts into its plan, prior to its submission.

V. Pre-Award Costs

A. General Provisions applicable to all Consolidated Plan programs

Special attention must be paid to situations in which a grantee wishes to incur costs prior to grant award. For example, under certain programs, a grantee may want to execute annual renewals of agreements with social service providers in order to prevent interruption of social services. The annual performance cycle of these agreements might normally begin after the grantee's official program year start date but, under this Notice the grantee cannot even submit its Action Plan until after the date that the agreements need to be executed. Thus, the timing instructions in this Notice may cause some program costs to be classified as pre-award costs where they would otherwise not have been.

The government-wide Uniform Administrative Requirements, Cost Principles and Audit Requirements regulation, at 2 CFR Part 200, contains language concerning agency approval of pre-award costs. The language at 2 CFR 200.458 applies to any program that does not have its own separate provisions concerning authorization of pre-award costs:

§ 200.458. Pre-award costs. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency.

The ESG, HOPWA and HTF program regulations do not contain program-specific language establishing pre-award cost requirements for those programs; the CDBG and HOME program regulations do contain pre-award cost requirements unique to those programs. (However, the HOME requirements apply only to certain types of pre-award costs.) The following guidance applies to all five programs. Additionally, guidance unique to each separate program is provided below.

The Part 91 consolidated plan regulations make distinctions between a “proposed plan” and “a plan”. Most notably, 24 CFR 91.105(b) and 91.115(b) describe the citizen participation requirements for a grantee’s proposed plan. For purposes of this Notice regarding pre-award costs, HUD considers a grantee’s plan to have moved from being “a proposed plan” to being “a plan” once a grantee has completed the publication, public hearing and public comment requirements at 24 CFR 91.105(b)(2), (3) and (4) or 91.115(b)(2), (3) and (4), and has developed its written summary of comments received pursuant to 24 CFR 91.105(b)(5) or 91.115(b)(5).

To minimize additional workload on grantees and HUD field offices, this Notice establishes the following procedures implementing the 2 CFR 200.458 requirements cited above. This Notice provides HUD approval to incur pre-award costs if and when the grantee completes the following documentation in its local files:

1. The grantee documents that the costs incurred prior to grant award are necessary for efficient and timely performance of the activity in question.
2. The grantee documents that the costs are for eligible activities under the regulations for the applicable funding program;
3. The grantee documents that the grantee has complied with all other requirements for pre-award costs under the regulations for the applicable funding program or as described below;
4. The activity for which costs will be incurred is included in a consolidated plan/action plan;
5. The grantee documents completion of its citizen participation process by including in its files a written, dated summary of citizen participation comments received on its plan, pursuant to 24 CFR 91.105(b)(5) or 91.115(b)(5) as applicable.

If the grantee’s files contain all other necessary documentation supporting the costs (described below for each program), the date of HUD approval for pre-award costs is the date of the written summary of citizen participation comments, or the grantee’s program year start date, whichever is later.

B. Additional Provisions: Entitlement CDBG Program

The Entitlement CDBG program regulations specify, at 24 CFR 570.200(h), the situations under which a grantee may incur costs prior to the effective date of its grant agreement. The provisions of this Notice will affect how grantees comply with the pre-award cost reimbursement requirements.

1. 24 CFR 570.200(h) defines the effective date of a grantee's agreement as the grantee's program year start date or the date that the consolidated plan/action plan is received by HUD (whichever is later). Under the provisions of this Notice, a grantee's action plan may not be submitted to (and thus received by) HUD until several months after the grantee's program year start date. This may negatively affect grantees' ability to incur pre-award costs.
2. Therefore, HUD has issued a waiver of 24 CFR 570.200(h) to the extent necessary to implement the following requirement: the effective date of a grantee's FY 2018 grant agreement will be considered to be the earlier of the grantee's program year start date or the date that the consolidated plan/action plan (with actual allocation amounts) is received by HUD. Attachment A contains the HUD memorandum authorizing this waiver. This waiver is applicable to any Entitlement CDBG grantee seeking to incur pre-award costs, whose action plan submission is delayed past the normal submission date because of delayed enactment of FY 2018 appropriations for the Department. An affected community applying this waiver shall document in writing the conditions giving rise to the need to use this waiver, and maintain the documentation for HUD's review. Grantees' authority to make use of this waiver is only in effect until August 16, 2018, as that is the last date that a grantee may submit its FY 2018 action plan.
3. 24 CFR 570.200(h)(1)(i) requires that the activity for which the costs are being incurred must be included in a consolidated plan/action plan prior to the costs being incurred; grantee compliance with steps 4 and 5 under the general pre-award cost provisions above will meet that requirement. However, grantees must also comply with §570.200(h)(1)(ii), which further specifies that the plan must advise citizens of the extent to which the pre-award costs will affect future grants. CDBG grantees intending to incur pre-award costs are cautioned that option b. described in Section IV above is not likely to be a feasible alternative for them. HUD advises any Entitlement CDBG grantee intending to incur pre-award costs to follow the process described in Section IV. a. above; in doing so, the grantee will need to ensure that it has met the citizen participation and notification requirements above.
4. Pursuant to § 570.200(h)(1)(iii) and § 570.604, the costs and corresponding activities must comply with the environmental review requirements at 24 CFR Part 58.

C. Additional Provisions: HOME Program

The HOME regulations specify situations under which a grantee may incur costs prior to the effective date of its grant agreement. The provisions of this Notice will affect how grantees comply with the pre-award cost reimbursement requirements.

1. 24 CFR 92.212(b) defines the effective date for incurring administrative and planning costs to be charged to the HOME allocation as the beginning of the participating jurisdiction's consolidated program year or the date that the consolidated plan is received by HUD (whichever is later). Under the provisions of this Notice, a participating jurisdiction's action plan may not be submitted to (and thus received by) HUD until several months after the PJ's program year start date. This may negatively affect a participating jurisdiction's ability to incur planning and administrative pre-award costs. Therefore, HUD has issued a waiver of 24 CFR 92.212(b) to the extent necessary to implement an alternative requirement: the effective date of a grantee's FY 2018 grant agreement will be considered to be the earlier of the participating jurisdiction's program year start date or the date that the consolidated plan/action plan (with actual allocation amounts) is received by HUD.
2. Attachment A contains the HUD memorandum authorizing this waiver. This waiver is applicable to any HOME participating jurisdiction seeking to incur pre-award administrative and planning costs, whose action plan submission is delayed past the normal submission date because of delayed enactment of FY 2018 appropriations for the Department. An affected participating jurisdiction applying this waiver shall document in writing the conditions giving rise to the need to use this waiver, and maintain the documentation for HUD's review. A participating jurisdiction's authority to make use of this waiver is only in effect until August 16, 2018, as that is the last date that a grantee may submit its FY 2018 action plan.

D. Additional Provisions: ESG Program

An ESG grantee is permitted to incur pre-award costs against its FY 2018 grant, provided that the grantee has met the general conditions described above, plus the following conditions:

1. The costs and corresponding activities must comply with the Emergency Solutions Grants (ESG) Program regulations at 24 CFR Part 576.
2. The costs and corresponding activities must comply with environmental review requirements. The "Moving Ahead for Progress in the 21st Century Act" (MAP-21), (Public Law 112-141) made several changes to HUD's homeless assistance programs, including authorization to permit recipients and other responsible entities to assume HUD environmental review responsibilities in accordance with 24 CFR Part 58. Initially, for FY 2012 ESG funds, ESG projects were subject to the environmental review procedures under 24 CFR Part 50, which assigns HUD all environmental review responsibilities due to the HEARTH Act's repeal of Section 443 of the McKinney-Vento Homeless Assistance Act. Now, recipients or other Responsible Entities assume environmental review responsibilities under 24 CFR Part 58.

E. Additional Provisions: HOPWA Program

A HOPWA grantee is permitted to incur pre-award costs against its FY 2018 grant, provided that the grantee has met the general conditions described above, plus the following conditions:

1. The costs are incurred for eligible activities undertaken in accordance with HOPWA program regulations at 24 CFR Part 574.
2. The costs and corresponding activities must comply with environmental review requirements at 24 CFR 574.510.

F. Additional Provisions: HTF Program

HUD is authorizing HTF grantees to incur pre-award costs permitted under 24 CFR 200.458 for planning activities and preparation of the HTF allocation plan. Eligible pre-award costs may include the cost of public hearings, consultations, and publication of public notices, as well as developing program guidelines. Pre-award costs may not exceed 5% of the minimum allocation amount of \$3 million. This is one half of the grant amount that the state may use for administration and planning in accordance with 24 CFR 93.202, based on receiving a minimum grant amount. The costs and corresponding activities must comply with the environmental review requirements at 24 CFR 93.301(f).

VI. Applicability of This Notice to Future Years

This Notice only applies to consolidated plans/action plans submitted for FY 2018 funding on or before August 16, 2018, or 60 days after HUD announcement of the FY 2018 allocation amounts for CDBG, ESG, HOME, and HOPWA funding (whichever is earlier). HUD anticipates revising the Consolidated Plan regulations (and other related regulations) to explicitly include, as a basis for disapproval of a plan, that a plan does not contain and reflect a grantee's actual allocation amounts. For further information on potential rulemaking in this area, see HUD's June 3, 2015, Federal Register Notice (80 FR 31538). That document solicited public comments on possible amendments to the Consolidated Plan regulations and the CDBG Entitlement regulations to effect such a change. See in particular Sections II.B.1., II.B.2 and II.B.7 of the Notice, pages 31544 and 31546. (Please note, however, that the public comment period for that Federal Register Notice has closed.)

For further information:

Grantees with questions concerning this Notice should direct their inquiries to their local HUD Field Office Community Planning and Development Division. Field Offices should direct their questions to the following Headquarters program offices as applicable:

Office of Block Grant Assistance at (202) 708-1577 for the Entitlement CDBG program or (202) 708-1322 for the State CDBG program
Office of Affordable Housing Programs at (202) 708-2684
Office of Special Needs Assistance Programs at (202) 708-4300
Office of HIV/AIDS Housing at (202) 708-1934 or at hopwa@hud.gov

ATTACHMENT A



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

DEC 12 2017

MEMORANDUM FOR: All Community Planning and Development Field Office
Division Directors

FROM: Neal Rackleff, Assistant Secretary, D 

SUBJECT: Availability of Waivers of Community Planning and Development
Grant Program Requirements to Facilitate the Ability to Incur
Pre-Award Costs in FY 2018

PURPOSE:

This memorandum explains the availability of waivers of certain statutory and regulatory requirements associated with two Community Planning and Development (CPD) grant programs to facilitate the continuation of eligible activities and ongoing planning and administrative costs due to a delay by HUD in the receipt of annual appropriations for FY 2018. This memorandum covers the following CPD programs:

- Community Development Block Grant (CDBG), and
- HOME Investment Partnerships (HOME)

BACKGROUND:

HUD is issuing procedures to govern the submission and review of action plans for FY 2018 funding prior to the enactment of a FY 2018 appropriation bill. Grantees are advised to not submit a consolidated plan or action plan until the FY 2018 formula allocations have been announced. However, an action plan must be submitted to HUD no later than August 16, 2018.

The likelihood of delays in the receipt of annual appropriations by HUD and implementation of these procedures for FY 2018 may have negative consequences for CDBG and HOME grantees that intend to incur eligible costs prior to the award of FY 2018 funding. Some activities might otherwise be interrupted, and grantees might not otherwise be able to use CDBG or HOME funds for planning and administrative costs of administering their programs.

NOTIFICATION PROCESS:

This waiver will apply to any Entitlement, Insular or Hawaii nonentitlement CDBG grantee and to any HOME participating jurisdiction whose program year start date for FY 2018 funding occurs during the period starting October 1, 2017, and ending August 16, 2018 or 60 days after HUD announcement of FY 2018 allocation amounts for formula program funding (whichever comes first). This waiver is available for use by any applicable CDBG grantee or HOME participating jurisdiction whose action plan submission is delayed past the normal submission date because of delayed enactment of FY 2018 appropriations for the Department.

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Any affected grantee taking advantage of this waiver shall document in writing the conditions giving rise to the need to use this waiver, and shall maintain such documentation for HUD's review. This waiver authority is only in effect until August 16, 2018.

WAIVER AUTHORITY:

Without this waiver, some activities might be interrupted while implementing these procedures. In addition, grantees might not otherwise be able to use CDBG and HOME funds for ongoing planning and administrative costs of administering their programs. To address communities' needs and to ensure that programs can continue without disturbance, I find that good cause exists pursuant to 24 CFR 5.110 to waive the CPD program regulatory requirements set forth below.

WAIVER AVAILABILITY:

1. Pre-award Costs

Requirement: The effective date of the grant agreement is the program year start date or the date that the consolidated plan is received by HUD. These dates determine when a grantee may incur pre-award costs.

Citations: 24 CFR 570.200(h) (Entitlement CDBG program, the Insular Areas CDBG program, and for grants to nonentitlement counties in Hawaii) and 24 CFR 92.212(b) (HOME participating jurisdictions)

Explanation: This waiver will allow a grantee or participating jurisdiction to treat the effective date of the grant agreement as the program year start date or the date that the consolidated plan/action plan (with actual allocation amounts) is received by HUD, whichever is *earlier*.

Justification: HUD recognizes that some activities may be interrupted, and grantees might not otherwise be able to use CDBG and HOME funds for ongoing planning and administrative costs.

Applicability: This authority is in effect until August 16, 2018.

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE 2018-2019 ANNUAL ACTION PLAN FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

WHEREAS, Title 1 of the National Affordable Housing Act requires recipients of Federal funds from the Department of Housing and Urban Development (HUD) to develop a Five -Year Consolidated and related Annual Action Plans; and

WHEREAS, the City of Seaside as a recipient of Community Development Block Grant (CDBG) funds, has an approved 2015-2020 Five-Year Consolidated Plan, and

WHEREAS, the 2018-2019 Annual Action Plan has been prepared to implement the strategies contained in the Five-Year Consolidated Plan,

WHEREAS, on August 31, 2017, the City posted and published a Notice of Annual Planning and Community Workshop which notified the public of the annual planning process for CDBG funding; and

WHEREAS, on September 20, 2017, the Community Development Advisory Committee (CDAC) held a Community Needs Workshop; and

WHEREAS, on November 2, 2017, the City posted and published a Notice of Funding Availability and Mandatory 2018-2020 CDBG Funding Workshop; and

WHEREAS, on November 15, 2017, the CDAC held a Mandatory 2018-2020 CDBG Funding Workshop, and applications were made available; and

WHEREAS, on January 12, 2018, applications were due for the 2018-2020 cycle for consideration for funding; and

WHEREAS, the Community Development Advisory Committee met on February 21 to review projects and February 21 and March 21 2018 to review 2017-2018 public services funding; as well as the draft Annual Action Plan on March 21, 2018 and made recommendations to City Council using HUD recommended contingency provision language, pending an official grant award announcement.

WHEREAS, City Council made recommendations for public service and eligible projects funding on April 5, 2018 and directed staff to prepare the draft Annual Action Plan using the a method to make adjustments once the grant award is announced, per HUD's recommendation.

WHEREAS, pursuant to Federal regulations the City did hold the required public hearing on May 17, 2018, after public notice,

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that the 2018-2019 Annual Action Plan for the Community Development Block Grant Program covering the designated periods, marked “Exhibit A” and made a part hereof, is hereby approved, and that the City Manager is hereby authorized to sign the Application for Federal Assistance (SF-424), all certifications, assurances and other documents as may be required by HUD and the Seaside City Budget include the grant allocations, within 60 days after an announcement is made of the Seaside grant award amount by HUD and prior to the deadline of August 16, 2017, whichever is earlier.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of May 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Economic Development Manager

DATE: May 17, 2018

**SUBJECT: RECEIVE A PRESENTATION ON THE PROGRESS OF THE OAK
WOODLAND CONSERVATION PLAN (OWCP) PROJECT ON
FORMER FORT ORD AND PROVIDE DIRECTION ON PREFERRED
CONCEPT**

PURPOSE & RECOMMENDATION

Receive a presentation on the progress of the OWCP and provide direction on a preferred OWCA concept for use in the preparation of the OWCP Management and Monitoring Plans (MMPs) and next public workshop.

BACKGROUND

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

The Fort Ord Reuse Authority (FORA) contracted Denise Duffy & Associates, Inc. (DD&A) to identify a draft OWCA and prepare draft Oak Woodland Management and Monitoring Plans (MMPs) for the City and County. DD&A is also tasked with preparing a draft tree protection program and oak tree ordinance to support the City and County's compliance with other related Reuse Plan programs and policies. FORA is assisting the jurisdictions in coordination and public outreach (www.oakwoodlands.org). Working with the agencies, DD&A prepared three OWCA conceptual options for consideration based on estimated size requirements, public input gathered through the Public Participation Process, data collected, staff-level landholder discussions, and literature reviewed in formulating a project-specific set of criteria. This data is detailed in the Final Biological Baseline Report for the Oak Woodland Conservation Area

Project (December 2017), available here: <http://oakwoodlands.org/resources/>. The three concepts were discussed at the Monterey County Fort Ord Committee meeting on October 26, 2017, and two additional concepts were suggested. Staff brought the five concepts forward to receive Council input and direction on November 16, 2017. Councilmembers generally supported Concept 3 (Attachment 1) from the Final Biological Baseline Report.

Since these meetings, staff has been working to refine the proposed OWCA within the City and provided DD&A a revised OWCA. On February 22, 2018, the Monterey County Fort Ord Committee discussed the status of the OWCP planning effort and discussed concepts, including the proposed revisions by the City. The Monterey County Fort Ord Committee recommended that “Draft Concept 5A” (Attachment 2) be brought to the County Board of Supervisors for consideration.

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 the development parcels in a regionally mindful way that benefits the species while laying the groundwork for mitigation to allow for increased economic vitality.

Draft Concept 5A adds City of Seaside’s preferred OWCA to the most recent input from the Monterey County Fort Ord Committee. Draft Concept 5A would meet the key conservation objectives and would also rank high for conservation comparable to Draft Concept 3, which was DD&A’s recommended concept in the Final Biological Baseline Report.

In order to move forward, DD&A and staff seek City Council direction on the preferred option to serve as the draft OWCA map. It is recommended that the City Council discuss Draft Concept 5A, other suggested concepts, and provide direction to staff on a preferred concept to use as the basis for the next collaborative planning steps.

Draft Concept 5A is tentatively scheduled for review by the County Board of Supervisors on May 22, 2018. Once a preferred concept is selected by the City and County, DD&A will finalize the draft OWCA map and prepare the MMPs. The draft OWCA map and MMPs will then be presented at a public workshop, tentatively planned for June 2018. The action before the Council is limited to providing direction with respect to the selection of an OWCA concepts 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 are separate.

Additionally, City, County, and FORA staff have identified policy issues and potential institutional hurdles that will need to be considered 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 sustainable funding sources;

- Consistency with FORA's Base Reuse Plan and HMP, City's General Plan, and County's Fort Ord Master Plan; and
- Existing utility easements/agreements on City and County properties – overhead electrical transmission lines, underground regional gas transmission mainline, and water facilities.

OTHER AGENCY INVOLVEMENT

FORA has entered a contract with DD&A to assist the County and City 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. It is anticipated that meetings with these landowners and other stakeholders will continue during this process.

FISCAL IMPACT

In the future, the planning process once the Draft OWCP is completed by the jurisdictions will require staff time and funding to strategize how to overcome the policy issues and potential institutional hurdles listed above, and to complete CEQA. Then, implementation of the MMPs will require funding. The amount and entity responsible for such funding have not yet been determined.

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

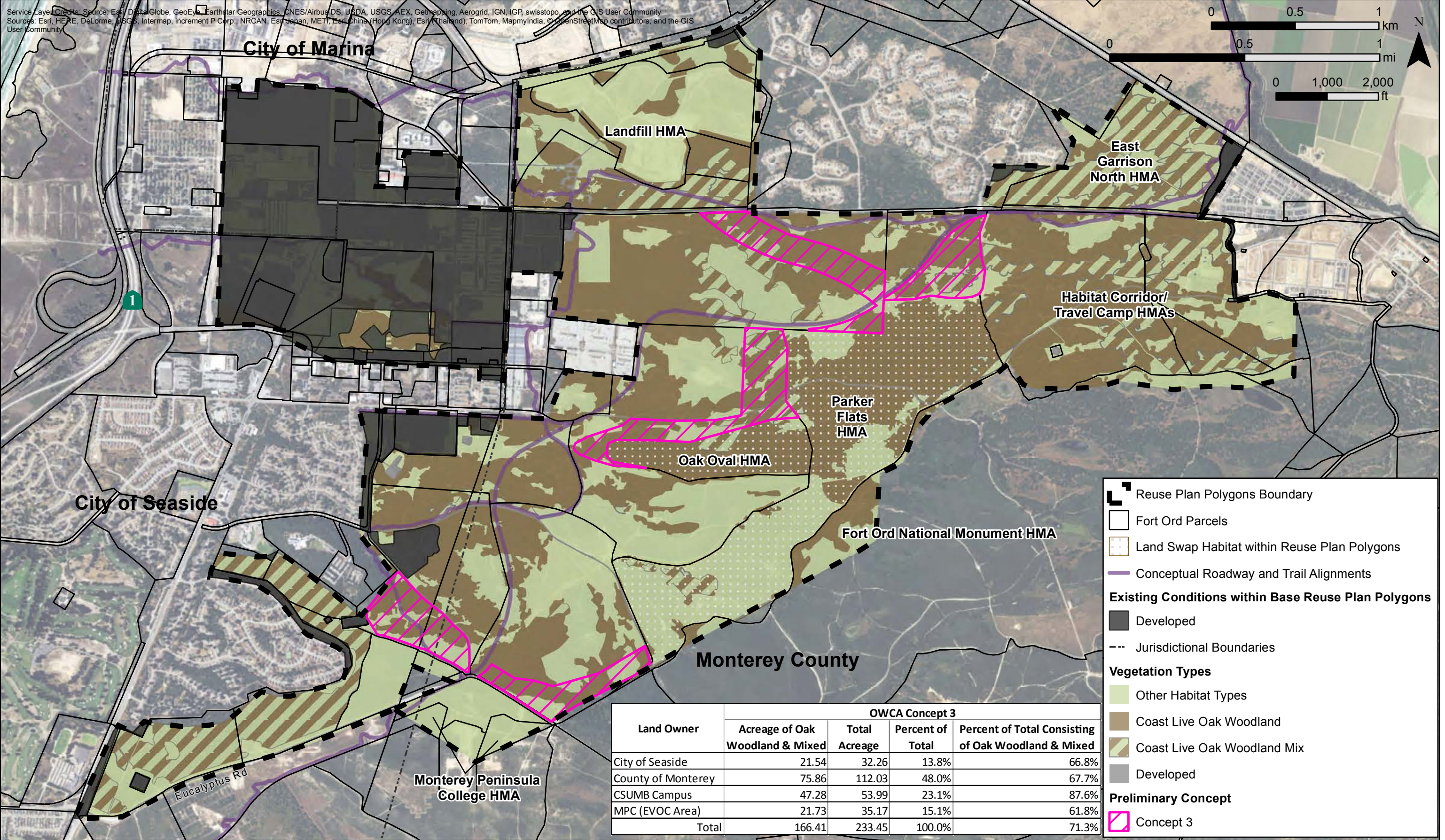
1. OWCP Preliminary Concept 3
2. Draft OW Conservation Concept 5A Map 20180417

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

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Title:

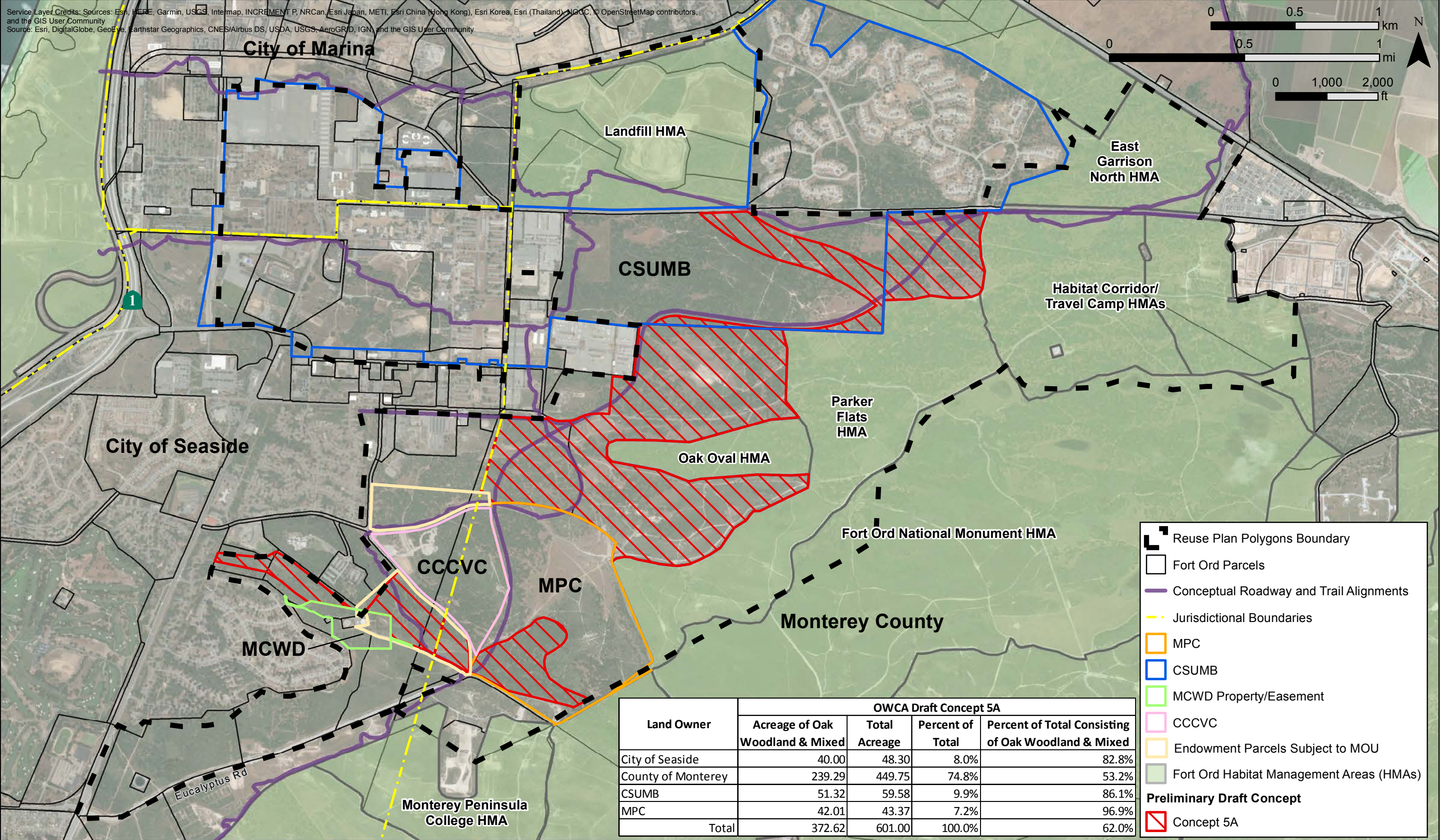
Oak Woodland Conservation Area - Preliminary Concept 3

Date: 12/11/2017
Scale: 1 in = 0.33 mi
Project: 2016-29



Monterey | San Jose
Denise Duffy and Associates, Inc.
Environmental Consultants Resource Planners
947 Cass Street, Suite 5
Monterey, CA 93940
(831) 373-4341

Figure
11



Title: **Oak Woodland Conservation Area - Preliminary Draft Concept 5A**

Date: 04-17-2018
Scale: 1 in = 0.33 mi
Project: 2016-29

**Denise Duffy and Associates, Inc.**
Environmental Consultants Resource Planners
Monterey | San Jose
947 Cass Street, Suite 5
Monterey, CA 93940
(831) 373-4341

Figure
5A



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kurt Overmeyer, Economic Development Manager

DATE: May 17, 2018

SUBJECT: **APPROVE A PURCHASE AND SALE AGREEMENT (PSA) BETWEEN THE CITY OF SEASIDE AND ALFRED P GLOVER, DBA AS GLOVER ENTERPRISES, A SOLE PROPRIETORSHIP TO PURCHASE APPROXIMATELY FIVE (5) ACRES OF LAND AND TWO STRUCTURES IN THE FORMER FORT ORD COMMONLY KNOWN AS THE MEDICAL OFFICERS BARRACKS FOR A TOTAL PURCHASE PRICE OF \$750,000.**

PURPOSE & RECOMMENDATION

To approve a Purchase and Sale Agreement between the City of Seaside and Alfred P. Glover, DBA as Glover Enterprises, a Sole Proprietorship and to authorize the City Manager to execute all documents required to complete the sale of the approximately 5 acre property and two structures commonly known as the Medical Officers Barracks. The property in question belongs to the Fort Ord Reuse Authority (FORA) and is expected to transfer to the City of Seaside sometime in the first quarter of 2019. The buyer intends to renovate the existing structures and create 40 apartment units designed to house workforce for California State University, Monterey Bay (CSUMB).

BACKGROUND

In 2017, the City was provided an unsolicited proposal to rehabilitate the Medical Officers Barracks on the former Fort Ord from Alfred P. Glover. The proposal contemplated rehabilitating the existing structures and creating 40 units of "workforce" housing. The units will be a mix of 2 and 3 bedroom apartments and the project will include an onsite laundry and fitness center. After reviewing the proposal, City Council entered into an exclusive negotiating agreement (ENA) with Mr. Glover. Since that time, the Buyer has entered into a Right-of-Entry (ROE) agreement with the Fort Ord Reuse Authority (FORA) and the City of Seaside. With the ROE in place the Buyer has been working to complete due diligence and has made the City an offer of \$750,000.

The Medical Officers Barracks are two structures located on Parker Flats Road on the former Fort Ord. The two structures total just under 40,000 square feet and were originally designed to house nurses working at the hospital on Fort Ord, which has been converted into office space for the Department of Defense. These structures have been abandoned since the closure of Fort Ord in 1994 and have become an attractive nuisance. The structure has known asbestos issues that will require a significant clean-up cost.

City staff asked for a "Broker Opinion of Value" on the property and was provided an expected value of \$3.4M as-is, but not accounting for the cost of asbestos abatement. The Buyer estimates that the cost of remediation will be roughly \$2M. There are additional unknown conditions related to the redevelopment of these structures, including unknown sewer, water and electrical infrastructure and the need to receive an easement for access to the property from Parker Flats Road from the Army. Given these unknown conditions, staff's analysis concludes that the real value of the property minus the cost of remediation and risk pricing is somewhere under \$1M. While the developers offer may be slightly less than the Fair Market Value, some of the risk involved in this project is virtually impossible to estimate at this time, and will require the Buyer to start construction in earnest to ascertain the real value of these risky issues.

Prior to closing escrow on this property, the City will order a Fair Market Value Appraisal from a qualified appraiser. In the event that the Fair Market Value is substantially greater than the Buyer's offer, the City will either be required to renegotiate the price or to complete an Economic Development Subsidy Hearing prior to the close of escrow.

FISCAL IMPACT

This project will result in the City receiving \$750,000 from the property, of which one half is due to the Fort Ord Reuse Authority for a total fiscal impact from the sale alone of \$375,000. Additionally, the property currently generates no property tax. The completion of this project will result in property taxes to the City of roughly \$15,000 per year.

ATTACHMENTS

1. Draft Resolution
2. Purchase and Sale Agreement
3. Purchase Legal Description
4. Parker Flats CE Report
5. Appendix - Traffic Impact Analysis

Reviewed for Submission to the
City Council by:

Meeting Date: May 17, 2018



Craig Malin, City Manager

RESOLUTION NO. 18-__

A RESOLUTION OF CITY OF SEASIDE

**APPROVING THE TERMS OF PURCHASE AND SALE AGREEMENT AND ESCROW
INSTRUCTIONS FOR THE SALE OF THE MEDICAL OFFICER'S BARRACKS**

WHEREAS, On December 21, 2017 the City entered into an Exclusive Negotiating Agreement (ENA) with Glover Enterprises (Developer); and

WHEREAS, The City desires redevelopment of the Medical Officer's Barracks; and

WHEREAS, the Developer has offered the City a total purchase price of \$750,000 for the property in question; and

WHEREAS, the City Zoning Administrator has determined that the project is exempt under the California Environmental Quality Act (CEQA); and

WHEREAS, the City desires to sell the Medical Officer's Barracks and the surrounding 4.98 acres of land:

NOW, THEREFORE, the Successor Agency hereby finds, determines and resolves as follows:

Section 1. The City hereby approves the terms and conditions of the PSA, and all other documents reasonably required to implement the PSA, as substantially set forth in the form of PSA attached to this resolution.

Section 2. The City Council hereby authorizes the City Manager to execute the PSA, including any reasonable modifications thereto, and authorizes the City Manager to execute all documents reasonably required effect the final sale of the property to the Developer.

PASSED AND ADOPTED at a regular meeting of the Successor Agency of the former Redevelopment Agency of the City of Seaside held on the 17th day of May, 2018 by the following vote:

AYES: ___ COUNCIL/AGENCY MEMBERS
NOES: ___ COUNCIL/AGENCY MEMBERS
ABSENT: ___ COUNCIL/AGENCY MEMBERS
ABSTAIN: ___ COUNCIL/AGENCY MEMBERS

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

PURCHASE AND SALE AGREEMENT

AND

ESCROW INSTRUCTIONS

by and between the

Successor Agency to the Redevelopment Agency of the City of Seaside
("Seller")

and

Glover Enterprises, a Sole Proprietorship
("Buyer")

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PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is dated as of May 3, 2018 (the "Effective Date") and is entered into by and between Alfred P. Glover, DBA as Glover Enterprises, a Sole Proprietorship, or its assignee ("Buyer") and the Successor Agency to the Redevelopment Agency of the City of Seaside ("Seller").

RECITALS

A. Seller is the owner of the land in the City of Seaside, County of Monterey, State of California, more particularly described on **Exhibit A** attached hereto and made a part hereof, commonly known as the Fort Ord Medical Officer's Barracks, together with all improvements thereon, with all easement rights and appurtenances thereto, including all easements and appurtenances, and together with the Sufficient Water Rights (as defined in Section 3.1(d) (collectively, the "Property").

B. Buyer desires to purchase the Property from Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement and for other valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller agree as follows:

1. **Purchase and Sale.** Subject to and in accordance with the terms and conditions hereinafter set forth, Seller agrees to sell Property to Buyer, and Buyer agrees to purchase the Property from Seller.

2. **Opening and Closing of Escrow.** Within three (3) business days after the Effective Date, the parties shall open an escrow ("Escrow") with Chicago Title Company, Monterey ("Escrow Holder" and "Title Company"), at 250 Bonifacio Place, Monterey, CA 93940 Attn: Kimberly Verania, Escrow Officer; Phone: (831) 375-2262 Email: kim.verania@ctt.com; and shall deliver a copy of this fully executed Agreement to said Escrow Holder. "Close of Escrow" shall be the date that a grant deed conveying title to the Property to Buyer, is recorded in the Official Records of the Monterey County Recorder's Office. Subject to receipt of the Disposition Approvals (defined in Section 15), Close of Escrow shall occur on or before the date that is thirty (30) days after the expiration of the Due Diligence Period, as defined in Section 5.1 below.

3. **Purchase Price; Deposit; Liquidated Damages.**

3.1 **Purchase Price.**

(a) Subject to adjustment pursuant to Section 3.1(d), below, the purchase price for the Property to be paid by Buyer is the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) ("Purchase Price").

(b) Buyer shall deposit with Escrow Holder concurrent with opening Escrow, the sum of Twenty Five Thousand Dollars (\$25,000.00) (the "Initial Deposit"). On the Close of Escrow, the Initial Deposit shall be applied toward the Purchase Price. In the event this Agreement is terminated by Buyer under Section 5.6 below, as a result of the failure of a closing condition in favor of Buyer pursuant to Section 14, as a result of a default by Seller, or as a result of a failure to obtain the Disposition Approvals pursuant to Section 14, then the Deposit shall be refunded to Buyer.

If Buyer does not otherwise terminate the Purchase Agreement prior to the expiration of the Due Diligence Period, then Buyer shall within three (3) business days following the later of: (i) the expiration of the Due Diligence Period, and (ii) receipt of an acceptable appraisal performed by Stephen Brown Associates, Inc. (the "Property Appraisal"), deposit into Escrow an amount equal to three (3%) percent of the Purchase Price less the Initial Deposit ("Additional Deposit") at which point, the Initial Deposit and Additional Deposit and all interest thereon will be credited at Closing against the Purchase Price, and shall be nonrefundable except in the event this Agreement is terminated by Buyer under Section 5.6 below, as a result of the failure of a closing condition in favor of Buyer pursuant to Section 14, as a result of a default by Seller, or as a result of a failure to obtain the Disposition Approvals pursuant to Section 14, then the Deposit shall be refunded to Buyer. The Initial Deposit and Additional Deposit shall collectively be referred to as the "Deposit".

Notwithstanding anything in this Agreement to the contrary, Buyer agrees and acknowledges that One Hundred Dollars (\$100) of the Initial Deposit (the "Independent Consideration") shall be paid to Seller and deemed nonrefundable as consideration for the rights and privileges granted to Buyer herein, including any and all rights granted to Buyer to terminate this Agreement during certain periods hereunder. The Independent Consideration shall be immediately released by Escrow Holder to Seller and shall not be considered part of the "Deposit" hereunder.

(c) Buyer acknowledges that Seller will order the Property Appraisal within thirty (30) days after the Effective Date and Buyer shall be solely responsible for the cost thereof. The appraised value of the Property as set forth in the Property Appraisal must be equal to or less than the Purchase Price to be paid by Buyer for the Property. If Closing occurs more than six (6) months after the initial Property Appraisal, then Seller shall request an updated Property Appraisal by Stephen Brown Associates, Inc., which shall be at the sole expense of the Buyer.

(d) Buyer acknowledges that in the event that the Fair Market Appraisal Value exceeds the agreed upon purchase price, the City will be required to renegotiate a revised purchase price or the City may elect to hold an Economic Development Subsidy Hearing pursuant to California Government Code Section 53083 in the City's sole discretion.

(e) Buyer shall pay CFD fees as required by the Fort Ord Reuse Authority (FORA). Should buyer proceed with project following the termination of FORA and thus not pay CFD fees to FORA, buyer shall pay the same amount as required

by the FORA CFD fee to the City of Seaside, which shall use such fees in relation to any obligations the City may have related to property on the former Fort Ord.

3.2 Liquidated Damages.

IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS HEREIN PROVIDED BY REASON OF DEFAULT OF BUYER, IT IS AGREED THAT THE DEPOSIT THEN HELD BY ESCROW HOLDER SHALL BE NON-REFUNDABLE AND SELLER SHALL BE ENTITLED TO SUCH DEPOSIT PLUS ANY ACCUMULATED INTEREST, WHICH AMOUNT SHALL BE ACCEPTED BY SELLER AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY. IT IS AGREED THAT SAID AMOUNT CONSTITUTES A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR IMPOSSIBLE TO PRESENTLY PREDICT WHAT MONETARY DAMAGES SELLER WOULD SUFFER UPON BUYER'S FAILURE TO COMPLETE ITS PURCHASE OF THE PROPERTY. BUYER DESIRES TO LIMIT THE MONETARY DAMAGES FOR WHICH IT MIGHT BE LIABLE HEREUNDER AND BUYER AND SELLER DESIRE TO AVOID THE COSTS AND DELAYS THEY WOULD INCUR IF A LAWSUIT WERE COMMENCED TO RECOVER DAMAGES OR OTHERWISE ENFORCE SELLER'S RIGHTS. IF FURTHER INSTRUCTIONS ARE REQUIRED BY ESCROW HOLDER TO EFFECTUATE THE TERMS OF THIS SECTION, BUYER AND SELLER AGREE TO EXECUTE THE SAME. THE PARTIES ACKNOWLEDGE THIS PROVISION BY PLACING THEIR INITIALS BELOW:

SELLER'S INITIALS

BUYER'S INITIALS

4. Title Insurance.

4.1 Within five (5) business days after the opening of Escrow, Seller and Buyer shall cause Title Company to furnish Buyer with an updated title report for the Property, together with copies of all documents referenced therein as exceptions to title (collectively, the Title Report”).

4.2 Buyer shall have until the expiration of the Due Diligence Period, or any extension thereof under Section 5.5 below, to deliver to Seller and Escrow Holder written notice (the “Preliminary Title Notice”) of Buyer’s approval, conditional approval or disapproval of the title exceptions disclosed in the Title Report (excluding the standard printed exceptions in the form of title policy and taxes and assessments which are liens not yet due and payable) and any matters shown by a survey conducted by Buyer at Buyer’s cost. All matters not timely disapproved by Buyer will be deemed approved (all such exceptions which are approved or deemed approved by Buyer being referred to herein as the “Permitted Title Exceptions”). All such exceptions disapproved by Buyer are referred to herein as “Disapproved Exceptions”.

Notwithstanding anything to the contrary, in no event shall any exception related to the Disposition Approvals or Monetary Liens be deemed Permitted Title Exceptions regardless of whether or not included Buyer's Preliminary Title Notice. As used herein, "Monetary Liens" mean all monetary liens or encumbrances recorded against the Property regardless of whether the same arise before or after the Inspection Period; provided, however, Monetary Liens shall not include non-delinquent real estate taxes and assessments, or monetary liens, encumbrances, or obligations imposed in connection with any act or omission on the part of Buyer or any of Buyer's agents, employees, contractors or subcontractors.

4.3 Seller shall have ten (10) days after receipt of Buyer's Preliminary Title Notice to agree in writing to cause any such Disapproved Exceptions to be released of record, or commit to cause the Title Company to endorse over such Disapproved Exceptions pursuant to an endorsement or endorsements reasonably acceptable to Buyer, or elect not to remove or endorse over Disapproved Exceptions. If Seller fails to deliver its response notice within said ten (10) days, Seller shall be deemed to have elected not to eliminate or endorse over all matters disapproved or conditionally approved by Buyer.

4.4 If Seller elects not to agree in writing, to remove and elects not to cause the Title Company to endorse \a Disapproved Exception (other than Monetary Liens as to which Seller's obligation to remove is absolute), Buyer shall have the option to within five (5) business days after Seller's notice to Buyer to elect to terminate this Agreement, in which case the Deposit shall be returned to Buyer. Within five business days after the end of the 10-day period Buyer fails to timely deliver the termination notice then seller may elect to deliver a termination notice in writing to Buyer.

4.5 Buyer's fee title to the Property shall be insured at the Close of Escrow by an CLTA Standard Coverage Owner's Policy of Title Insurance in the amount of the Purchase Price, issued by Title Company unless, at the option of Buyer, if Buyer performs an ALTA survey at Buyer's cost during the period described in Section 4.2 above and requires an ALTA Extended Coverage Owner's Policy of Title Insurance. Any such policy of Title insurance shall contain only the Permitted Title Exceptions. Under no circumstances shall the Title Policy to be issued to Buyer at Closing contain an exception relating to the Disposition Approvals (as defined in Section 15). If Buyer elects to obtain ALTA Extended Coverage Owners Insurance, the Seller shall credit Buyer in escrow the cost of a CLTA Policy as set forth in Section 8 of this agreement.

5. Due Diligence; Right of Entry.

5.1 Within one (1) business day after the Effective Date, Seller shall deliver to Buyer the documents described on Exhibit "D". Seller hereby grants Buyer and its agents, employees, contractors and subcontractors designated in writing by Buyer to Seller (collectively "Representatives") the right to enter on the Property until the date that is one hundred eighty (180) days after the Effective Date (the "Due Diligence Period") for the purpose of inspecting the physical condition of the Property, including soils, title, survey, zoning, water availability, engineering and entitlement and permitting requirements, development potential, geological matters and the environmental condition of the Property, including toxic or hazardous substances and other contamination, subject to scheduling and coordination with the Seller. All such

investigations shall be at Buyer's expense. All work performed by Buyer and its Representatives will be performed diligently and in a manner consistent with the standards of care, diligence and skill exercised by recognized consulting firms for similar services, and in accordance with professional standards and the requirements of any governmental agency or entity and all applicable laws, and shall not disturb, or otherwise violate the rights of tenants. Seller shall use commercially reasonable efforts to cooperate with Buyer's investigations and to provide Buyer and its Representatives access to the Property upon forty-eight (48) hours' notice. Buyer shall execute and maintain in full-force a Right-of-Entry Agreement with the Fort Ord Reuse Authority attached as Exhibit A. This agreement shall be maintained throughout the term of this agreement for as long as the Fort Ord Reuse Authority owns the subject property.

5.2 Upon transfer of the subject property to City, a new Right-of-Entry Agreement similar to attached Exhibit "A" shall be executed by Seller and Buyer.

5.3 Buyer and its Representatives shall promptly notify the Seller of any discovery, spill, release, or discharge of any Hazardous Substances, as defined in Exhibit C, on, under or about the Property which is discovered, encountered, or results from or is related to the Buyer's or its Representatives' access to and/or use of the Property under this Agreement. Buyer shall provide Seller with any documents related to said adverse conditions except those Confidential attorney/client communications.

5.4 In connection with the inspections of the Property by Buyer and its Representatives (including, without limitation, any survey), Buyer shall, at its own cost and expense, take any necessary action to keep the Property, and any improvements and personalty thereon, in good order and repair and safe condition to the extent that such Property, improvements or personalty were in such condition prior to its entry, and the whole of the Property, in a clean, sanitary and orderly condition, including, without limitation, ensuring that any holes, ditches or other indentations, as well as any mounds or other inclines created by any excavation by Buyer or its Representatives are regraded, resurfaced and compacted. If any portion of the Property or an adjacent property, including improvements and fixtures, suffers damage or alteration by reason of the access and activities of Buyer or its Representatives on the Property, Buyer shall, at its own cost and expense, promptly repair all such damage and restore the Property or adjacent property to as good a condition as before such damage or alteration occurred, or if it cannot be repaired, Buyer shall replace such damaged or altered property to the extent possible.

5.5 Prior to entering the Property, Buyer shall provide Seller with reasonable evidence that Buyer has reasonable insurance covering Buyer's activities on the Property. In any event, Buyer shall defend, protect, indemnify, and hold free and harmless Seller and its employees, agents, and representatives, and their successors, and assigns (individually as "Indemnitee" and collectively, "Indemnitees"), free and harmless from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever (collectively, the "Claims"), including fees of accountants, attorneys, expert witnesses, or other professionals, and all costs associated therewith, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Buyer or any of its Representatives arising or claimed to arise, directly or indirectly, out of, in connection with,

resulting from, or related to entry upon the Property pursuant to this Section (but in no event shall Buyer be responsible to defend, protect, indemnify or hold Seller harmless due to Buyer's mere discovery of contamination or other conditions adversely affecting the value of the Property).

5.2 Buyer may, by written notice and at Buyer's election prior to the expiration of the Due Diligence Period or any extension thereto, extend the Due Diligence Period by up to six (6) thirty (30) day periods (each a "Due Diligence Period Extension" and collectively the "Due Diligence Period Extensions"). Within three (3) business days following Buyer's election to exercise each Due Diligence Period Extension, Buyer shall deposit with Escrow Holder the sum of Five Hundred Dollars (\$500.00) (the "Due Diligence Period Extension Fee"), which Due Diligence Period Extension Fee shall be non-refundable (except under the limited circumstances set forth in Section 3.1(b)), but shall be applied to the Purchase Price at Closing.

5.3 Given that no specific entitlements or development approvals are being conveyed with the sale of the Property, it is Buyer's intention to use the Due Diligence Period to (among other things) obtain all possible entitlements required to develop the Property (with the possible exception of water connections), including any CEQA approvals. Buyer and Seller shall work in good faith to determine what developments are appropriate for and on the Property and to timely and diligently process approval of such developments to their mutual agreement and satisfaction during the Due Diligence Period.

In the event that Buyer determines that any condition or matter affecting the Property is unacceptable to Buyer in Buyer's sole and absolute discretion, or if Buyer and Seller cannot agree on the terms governing Buyer's proposed development of the Property, Buyer may cancel Escrow by written notice to Seller and Escrow Holder and receive a full refund of the Deposit prior to the expiration of the Due Diligence Period.

5.7 Buyer and all associated successors and assigns and their prime contractors or sub-contractors, shall comply with the FORA Master Resolution section 3.03.090, as that section may be amended from time to time, mandating the payment of prevailing wages on First Generation construction, including but not limited to the requirement that all contractors and subcontractors prior to performing work on the property shall be registered with the Department of Industrial Relations. To the extent prevailing wages are required to be paid pursuant to Labor Code sections 1720 and following, the Developer, his successors and assigns shall comply with the State's labor code requirements in all respects. Developer, specifically agrees and shall cause any successor or assign, and their respective contractors and subcontractors to comply with the provisions of this paragraph, keep certified payroll records and make un-redacted copies of such records available to City or its agents for purposes of monitoring and ensuring compliance with this section. Developer shall make or cause such documents produced to City or its agent within 10 business days of a written request for said documents. Finally, Developer for himself, his successors and assigns hereby agree that the Department of Industrial Relations may enforce the provisions of this Paragraph as though the Project was subject to the public works requirements of the Labor Code.

6. Deposit of Documents and Funds in Escrow.

6.3 Seller and Buyer, as applicable, hereby covenant and agree to deliver to Escrow Holder at least one (1) business day prior to Close of Escrow the following instruments, documents, and funds, the delivery of each of which shall be a condition of the Close of Escrow.

6.4 Seller shall deliver:

(a) A Grant Deed in the form attached hereto as Exhibit "B" duly executed and acknowledged by Seller;

(b) A Withholding Exemption Certificate Form 593-C as contemplated by California Revenue and Taxation Code §18662 (the "Withholding Affidavit") duly executed by Seller;

(c) A Certification of Non-Foreign Status in accordance with Internal Revenue Code Section 1445 duly executed by Seller;

(d) Such proof of Seller's authority and authorization to enter into this transaction as the Title Company may require in order to issue the Title Policy; and

(a) An owner's affidavit and such other customary documents which may be requested by Escrow Holder or Title Company.

6.5 Buyer shall deliver:

(a) The Purchase Price (less the Deposit) together with such funds as are required to pay for costs and expenses payable by Buyer hereunder; and

(b) A preliminary change of ownership report ("PCOR") and such other customary documents which may be requested by Escrow Holder or Title Company.

7. Authorization to Record Documents and Disburse Funds. Escrow Holder is hereby authorized to record the documents and disburse the funds and distribute the documents called for hereunder upon the Close of Escrow, provided each of the following conditions has then been fulfilled:

7.3 The Title Company can issue the Title Policy, with a liability in the amount of the Purchase Price, showing fee title to the Property vested in Buyer, subject only to the Permitted Title Exceptions.

7.4 Seller and Buyer shall have deposited in Escrow the documents and funds required pursuant to Section 6.

7.3 Escrow Closing Instructions executed by Buyer and in a format customarily utilized by Title Company.

8. Prorations; Charges. The following items are to be prorated as of Close of Escrow: (i) taxes; (ii) assessments (on a per square foot basis); and (iii) any utilities charges. Buyer shall pay (i) fifty percent (50%) of the escrow fees and charges of Escrow Holder, (ii) the

cost of all endorsements to the Title Policy and any extended coverage, and (iii) Buyer's share of the charges prorated under this Agreement. Seller shall pay: (i) fifty percent (50%) of the escrow fees and charges of Escrow Holder; (ii) the cost of the premium for CLTA coverage under the Title Policy; (iii) all recording charges, if any; and (iv) any documentary transfer taxes. If the Escrow shall fail to close for any reason other than Seller's default, Buyer shall pay any applicable Escrow cancellation charges.

9. Condemnation; Destruction. All risk of loss with respect to the Property shall remain with Seller until after the Close of Escrow and delivery of possession of the Property to Buyer. If at any time prior to the Close of Escrow, the Property, or any portion thereof, is damaged by fire or other casualty or taken or appropriated through eminent domain or similar proceedings, or is condemned for any public or quasi-public use, Buyer may terminate this Agreement. If Buyer terminates this Agreement, Seller shall be entitled to receive all insurance proceeds payable to Buyer or Seller or all condemnation proceeds actually paid for that portion of the property taken. If Buyer elects to maintain this Agreement in full force and effect, then upon Close of Escrow, Buyer shall be entitled to receive all insurance proceeds payable to Seller or all condemnation proceeds actually paid for that portion of the Property taken or, if such proceeds have been paid to Seller, Buyer shall receive a credit against the Purchase Price equal to the amount of proceeds actually paid to Seller. Buyer shall not be entitled to any reduction in the Purchase Price.

10. Default.

10.3 Notice of Default. With respect to a default by either party hereunder, neither party will be in default under this Agreement unless and until the other party gives the defaulting party written notice specifying the default or defaults and if such default or defaults have not been cured within five (5) business days from the delivery to defaulting party of such notice. In the event of a breach or default under this Agreement by either Seller or Buyer, if such default is not cured within the five (5) business day grace period, then the non-defaulting party shall have the right to terminate this Agreement and the Escrow for the purchase and sale of the Property by delivering written notice thereof to the defaulting party and to Escrow Holder.

10.4 Remedies. If Buyer is the non-defaulting party and elects to terminate this Agreement, then Buyer shall thereupon promptly receive a refund of the Deposit. Seller and Buyer mutually agree that the Property is of a special and unique character which gives it a peculiar value, and that Buyer cannot be reasonably or adequately compensated in damages in an action at law in the event Seller breaches its obligation to sell the Property to Buyer. Therefore, Seller expressly agrees that Buyer shall be entitled to injunctive and other equitable relief (including the right to specifically enforce Seller's obligation to sell the Property to Buyer) in the event of such breach, in addition to any other rights or remedies which Buyer may possess, including, without limitation, the right to record a notice of pendency of action against any of the Property and/or to terminate this Agreement, have the Deposit returned and pursue an action for damages. If Buyer is the defaulting party and Seller elects to terminate this Agreement, then Seller shall be entitled, as its sole and exclusive remedy, to retain the Deposit as liquidated damages pursuant to Section 3.2, above.

11. As Is; Release. Buyer is acquiring the Property "AS IS, WHERE IS" without any representation or warranty of Seller, implied or statutory, as to the nature or condition of or title to the Property or its fitness for Buyer's intended use of same (except as expressly set forth herein). Buyer is familiar with the Property. Buyer is relying solely upon its own, independent inspections, investigations and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property.

BUYER ACKNOWLEDGES AND AGREES THAT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, AND COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR THE PRESENCE, ABSENCE, CONDITION OR STATUS OF ANY HAZARDOUS MATERIALS. BUYER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS OR REMEDIATE ANY HAZARDOUS MATERIALS.

BY INITIALING BELOW, THE BUYER ACKNOWLEDGES THAT (i) THIS SECTION 11 HAS BEEN READ AND FULLY UNDERSTOOD, (ii) THE BUYER HAS HAD THE CHANCE TO ASK QUESTIONS OF ITS COUNSEL ABOUT ITS MEANING AND SIGNIFICANCE, AND (iii) THE BUYER HAS ACCEPTED AND AGREED TO THE TERMS SET FORTH IN THIS SECTION 11.

BUYER'S INITIALS

Buyer waives and releases as of the Close of Escrow any and all claims it may have against Seller relating to the physical condition of the Property (including, without limitation, the presence or release hazardous materials or substances). To the extent of such waiver and release, Buyer expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF

KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Buyer's Initials

12. Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be made in writing to the addresses set forth below and shall be given by any of the following means: (a) personal service; (b) certified or registered mail, postage prepaid, return receipt requested; or (c) nationally recognized courier or delivery service. Such addresses may be changed by notice to the other parties given in the same manner as provided herein. Any notice, demand or request sent pursuant to either clauses (a) or (c) hereof shall be deemed received upon the actual delivery thereof, and, if sent pursuant to clause (b) shall be deemed received five (5) days following deposit in the mail. Refusal to accept delivery of any notice, request or demand shall be deemed to be delivery thereof. If any party hereto is not an individual, notice may be given to any officer, general partner or principal thereof.

Buyer: Glover Enterprises, a Sole Proprietorship
1676 Fremont Blvd
Seaside, CA 93955

Seller: City of Seaside
440 Harcourt Avenue
Seaside, California 93955
Attn.: Executive Director

Escrow Holder: Chicago Title Company
250 Bontifacio Pl.
Monterey, CA 93940
kim.verania@ctt.com

13. Broker's Commissions. No Broker's Commissions shall be paid.

6. Closing Conditions.

6.1 Conditions to Buyer's Obligations: Buyer will have no obligation to purchase the Property and close escrow unless each of the following conditions precedent have been satisfied or waived by Buyer:

(a) Seller shall have complied and at Closing will be in compliance with each its covenants and obligations in this Agreement;

(b) Each of the representations and warranties of Seller in this Agreement will be materially true and correct as of the Closing Date; and

(c) The Disposition Approvals have been received.

Subject to Section 10, if any of the conditions precedent in favor of Buyer set forth in Section 14.1 are neither satisfied nor waived by Buyer by the Closing Date, Buyer (at its option) may terminate this Agreement by giving a notice of termination to Seller on or before all of the applicable conditions have been satisfied. In such case, (i) the Escrow shall terminate (ii) Buyer will have no further obligation to purchase the Property from Seller, (iii) Seller will have no further obligation to sell the Property to Buyer, and (iv) the parties will have no further obligation to one another, except as otherwise expressly provided herein. In the event of such a termination, the Deposit shall be returned to Buyer (except for the Independent Consideration which was previously released to Seller).

6.2 Conditions to Seller's Obligations: Seller will have no obligation to sell the Property and close escrow unless each of the following conditions precedent have been satisfied or waived by Seller:

- (a) Buyer shall have complied and at Closing will be in compliance with each of its covenants and obligations in this Agreement;
- (b) Each of the representations and warranties of Buyer in this Agreement will be materially true and correct as of the Closing Date; and
- (c) The Disposition Approvals have been received.

Subject to Section 10, if any of the conditions precedent in favor of Seller set forth in Section 14.2 are neither satisfied nor waived by Seller by the Closing Date, Seller (at its option) may terminate this Agreement by giving a notice of termination to Buyer on or before all of the applicable conditions have been satisfied. In such case, the parties' rights and obligations shall be governed by Section 3.2.

7. Representations and Warranties.

7.1 Representations and Warranties of Seller. Seller makes the following representations and warranties to Buyer:

- (a) Seller is a sole proprietor, duly organized, validly existing and in good standing under the laws of the State of California and is duly qualified to do business in the State of California. Seller has the right, power and authority to enter into this Agreement and to perform its obligations hereunder, and the person(s) executing this Agreement on behalf of Seller have the right, power and authority to do so, provided the Disposition Approvals are obtained.
- (b) The Property is, to the actual current knowledge of the Executive Director of the Seller, not in violation, nor has been nor is currently under investigation for violation of any Environmental Laws, including, but not limited to, soil and groundwater conditions, the Property has not been subject to a deposit of any Hazardous Substances, neither Seller nor, to the best of Seller's knowledge, any third party has used, generated, manufactured, stored or disposed in, at, on, under or about the Property or transported to or from the Property any Hazardous Substance, and there has been no discharge, release or, to the best of Seller's knowledge, migration of any Hazardous

Substance from, into, on, under or about the Property; and there is not now, nor, to the best of Seller's knowledge, has there ever been on or in the Property underground storage tanks or surface impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment.

(c) Within one (1) business day after the Effective Date, Seller will have disclosed or made available to Buyer all information in Seller's possession or known to Seller concerning the Property.

(d) To the best of Seller's knowledge, there are no liens (including without limitation, mechanics liens), claims, encumbrances, easements, covenants, conditions, restrictions or other matters of record affecting title to the Property which are not disclosed in the Preliminary Title Report, and except as disclosed in the Title Report, there are no special assessments (whether from an assessment district, facilities district, or otherwise) against the Property nor has Seller received any written notice of any special assessments being contemplated. Seller is not aware of any other assessment districts or areas which are being formed or contemplated.

All representations, warranties and covenants of Seller in this Agreement are made as of the date of this Agreement and as of the Closing and shall survive the Closing. It shall be a material default hereunder if Seller is unable to make such representations and warranties truthfully as of the Closing Date.

7.2 Representations and Warranties of Buyer. Buyer makes the following representations, warranties and covenants to Seller:

(a) Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of California and is duly qualified to do business in the State of California. Buyer has the right, power and authority to enter into this Agreement and to perform its obligations hereunder, and the person(s) executing this Agreement on behalf of Buyer have the right, power and authority to do so.

(b) All representations and warranties of Buyer in this Agreement are made as of the date of this Agreement and as of the Closing, and shall survive the Closing and the recordation of the Grant Deed. It shall be a material default if Buyer is unable to make such representations and warranties truthfully as of the Closing Date.

8. Standard Instructions. Each party agrees to execute Escrow Holder's supplemental reasonable standard instructions as may be necessary or proper in order to consummate the transactions contemplated by this Agreement; provided, however, in the event of a material conflict between the terms hereof and the terms of such standard instructions, the terms hereof shall control.

9. Time is of the Essence. Subject to Section 10, the parties hereto agree that time is of the essence with respect to each term, condition and covenant hereof.

10. Successors and Assigns. The provisions of this Agreement are expressly binding upon, and shall inure to the benefit of, the parties hereto and their successors in interest and assigns.

11. Entire Agreement. This Agreement, together with all exhibits hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. .

12. Severability. Invalidation of any of the terms, conditions, covenants, or other provisions contained herein by judgment or court order shall in no way affect any of the other terms, conditions, covenants, or provisions hereof, and the same shall remain in full force and effect.

13. Amendments. Any amendments to this Agreement shall be effective only when duly executed by Seller and Buyer and deposited with Escrow Holder.

14. Attorneys' Fees. In the event of a lawsuit or arbitration is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, the prevailing party or parties in such suit shall be entitled to recover their reasonable attorneys' fees, costs, and expenses from the losing party or parties, and any judgment or decree rendered in such proceedings shall include an award thereof.

15. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Seller and Buyer and no other parties are intended to be direct or incidental beneficiaries of this Agreement.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In order to expedite the transaction contemplated herein, facsimile and/or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the electronically transmitted document, are aware that the other Party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

18. Assignment of Agreement. Buyer may not assign or transfer its rights and obligations under this Agreement without first obtaining the prior written consent of Seller.

19. Tax Deferred Exchange. Each party reserves the right to structure this transaction as a tax deferred exchange for the benefit of that party, and the other party agrees to cooperate with the exchanging party to effect the completion of such exchange, at no cost or liability to the other party. Said exchange may be completed either as a concurrent exchange or a delayed exchange, in either case pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder. In the event of a delayed exchange, the Closing Date hereunder shall not be delayed. In no event shall either party be

required to take title to any other property, other than Buyer taking title to the Property, and in no event shall any parties' rights or obligations hereunder be altered by the other party's exchange. Either party structuring this transaction as a tax-deferred exchange hereby agrees to indemnify, defend and hold the other harmless from and against any and all claims, causes of action, suits, damages, liabilities, costs or expenses (including, without limitation, reasonable attorneys' fees) arising out of their exchange.

[Signatures on the following page.]

Standard Form

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
as of the date first above written.

BUYER:

**GLOVER ENTERPRISES,
a Sole Proprietorship**

By: _____
Al Glover

By: _____

SELLER:

**THE CITY OF SEASIDE
A Municipal Corporation**

By: _____

Print Name: _____
City Manager

Attest: _____

Print Name: _____
City Clerk

Approved as to Form:

LIST OF EXHIBITS

Exhibit A	Legal Description of the Property
Exhibit B	Form of Grant Deed
Exhibit C	Certain Definitions
Exhibit D	List of Documents
Exhibit F	FORA Right-of-Entry Agreement

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Will insert legal prior to execution

Standard Form

EXHIBIT B

FORM OF GRANT DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO
(AND SEND TAX STATEMENTS TO):

Attn: _____

[SPACE ABOVE FOR RECORDER'S USE ONLY]

This document is exempt from the
payment of a recording fee pursuant to
Government Code Section 27383

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the
Successor Agency to the Redevelopment Agency of the City of Seaside (the "Grantor") hereby
grants to _____ ("Grantee") the land in the City of Seaside, County of
Monterey, State of California, more particularly described on **Exhibit A** attached hereto and all
improvements thereon and all rights and appurtenances relating thereto (the "Property").

That the documentary transfer tax is \$ _____ (\$1.10 per \$1000 of
consideration/purchase price); property is in the City of Seaside, County of Monterey.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth
below.

Dated: _____, 20__

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF
SEASIDE

By: _____
Print Name: _____
Executive Director

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

State of California)
County of Monterey)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT C

CERTAIN DEFINITIONS

Environmental Condition means any condition of the Property that exists prior to or after the Closing Date, with respect to the air, land, soil, surface, subsurface strata, surface water, ground water, storm water or sediments.

Environmental Laws means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USCS §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USCS §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USCS §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 USCS §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 USCS §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§ 6901 et seq.]; the Clean Air Act [42 USCS §§ 7401 et seq.]; the Safe Drinking Water Act [42 USCS §§ 300f et seq.]; the Solid Waste Disposal Act [42 USCS §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USCS §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §§ 11001 et seq.]; the Occupational Safety and Health Act [29 USCS §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C §§ 25280 et seq.]; the California Hazardous Substances Account Act [H & S C §§ 25300 et seq.]; the California Hazardous Waste Control Act [H & S C §§ 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C §§ 24249.5 et seq.]; the Porter-Cologne Water Quality Act [Wat C §§ 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

Hazardous Substances includes without limitation:

- (a) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;
- (b) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(d) Any material, waste, or substance that is

(i) a petroleum or refined petroleum product,

(ii) asbestos,

(iii) polychlorinated biphenyl,

(iv) designated as a hazardous substance pursuant to 33 USCS § 1321 or listed pursuant to 33 USCS § 1317,

(v) a flammable explosive, or

(vi) a radioactive material.

EXHIBIT D

LIST OF DOCUMENTS DELIVERED TO BUYER

Property Information Sheet

Sellers Mandatory Disclosure Form

JCP-LGS Property Information Disclosure Report

1

LEGAL DESCRIPTION
Purchase and Sales Agreement area for the Parker Flats Apartments
Parker Flats Cut-Off Road, Seaside, CA

That certain real property situate in the City of Seaside, County of Monterey, State of California, shown as a portion of Parcel B on that map filed February 13, 2008 in Volume 29 of Surveys at Page 106, Official Records of Monterey County, California, being more particularly described as follows:

Beginning at the southerly terminus of the course shown as N 42° 00' 00" E, 367.65' on the westerly boundary of said Parcel B; thence from said Point of Beginning,

- 1) along said westerly boundary of said Parcel B, North 42° 00' 00" East, 367.65 feet; thence,
- 2) along said northerly boundary of said Parcel B, South 68° 35' 00" East, 295.00 feet; thence,
- 3) leaving the boundary of said Parcel B, South 13° 26' 28" West, 226.13 feet; thence,
- 4) South 36° 11' 28" West, 377.94 feet; thence,
- 5) North 53° 48' 32" West, 433.63 feet to a point 16.00 feet easterly, measured at right angles, from the westerly side of said Parcel B; thence,
- 6) North 22° 22' 00" East, 132.36 feet to a point on the northerly boundary of said Parcel B; thence,
- 7) 14.84 feet along the arc of a curve described from a radius point that bears North 77° 38' 00" West, 828.00 feet, through a central angle of 1° 01' 38" to a point on the northerly boundary of said Parcel B; thence,
- 8) along the northerly boundary of said Parcel B, South 56° 19' 00" East, 59.08 feet to the Point of Beginning.

Containing 4.9800 acres.

TOGETHER WITH AN EASEMENT for ingress, egress and utility purposes over, across and under the southerly 50.00 feet, measured at right angles, or Parcel 5 as said Parcel 5 is shown on that map filed January 9, 1998 in Volume 21 of Surveys at Page 83, Official Records of Monterey County, California,





Parker Flats Apartments Project

CEQA Class 32 Categorical Exemption Report

prepared by
City of Seaside
Resources Services Management
440 Harcourt Avenue
Seaside, California 93955

prepared with the assistance of
Rincon Consultants, Inc.
437 Figueroa Street, Suite 203
Monterey, California 93940

March 2018

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Appendix A Traffic Impact Analysis

Appendix B Noise Data

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Categorical Exemption Report

This report serves as the technical documentation of an environmental analysis performed by Rincon Consultants, Inc., for the Parker Flats Apartments Project in the City of Seaside. The intent of the analysis is to document whether the project is eligible for a Class 32 Categorical Exemption (CE). The report provides an introduction, project description, and evaluation of the project's consistency with the requirements for a Class 32 exemption. This includes an analysis of the project's potential impacts in the areas of biological resources, traffic, air quality, noise, water quality, and public services/utilities. The report concludes that the project is eligible for a Class 32 exemption.

1. Introduction

The City of Seaside intends to adopt a Class 32 CE for the proposed Parker Flats Apartments project. The State CEQA Guidelines Section 15332 states that a CE is allowed when:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value as habitat for endangered, rare or threatened species.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- (e) The site can be adequately served by all required utilities and public services.

The consistency of the proposed project with these requirements is provided in Section 4 of this report.

Additionally, State CEQA Guidelines Section 15300.2 outlines exceptions to the applicability of a Categorical Exemption, including cumulative impacts, significant effects due to unusual circumstances, scenic highways, hazardous waste sites, and historical resources. A full listing of these exceptions and an assessment of their applicability to the proposed project is provided in Section 4 of this report.

2. Project Description

The proposed project would involve conversion of an existing abandoned military nursing barracks on the former Fort Ord into residential apartments with 40 dwelling units, including 29 two-bedroom and 11 three-bedroom units. The project site is located at 4386 – 4387 Parker Flats Cut Off Road in the City of Seaside, within the former Fort Ord. Project activities would be contained entirely within the footprint of two existing three-story vacant military nursing barracks buildings, an existing paved parking lot, and an existing paved driveway. Throughout this document, “project site” will be used to refer to this already-disturbed area where project improvements would occur. The project site is located on a 4.9-acre parcel, which will be referred to as the “subject parcel” throughout this document. Figure 1 shows the location of the project site within a regional context and Figure 2 shows the project site and subject parcel boundaries.

The proposed project would involve the renovation of the two existing buildings (Buildings A and B) on the project site to convert them into residential apartments. Building A is the southern building, oriented in a northwest-southeast direction near the existing parking area; Building B is the northern building, oriented in a northeast-southwest direction. The two buildings meet to form an “L” shape, as shown in Figure 2. The existing parking lot is located southwest of Building A. Building A has an existing footprint of 19,909 square feet (sf) and Building B has an existing footprint of 19,380 sf. Building A would house 19 dwelling units, including 14 two-bedroom and five three-bedroom units, as well as a gathering room, lobby, and offices. Building B would house 21 dwelling units, including 15 two-bedroom and six three-bedroom units. The existing footprint of both buildings would be unchanged as a result of the project. The project characteristics, including building footprint, floor area, unit count, and parking is provided Table 1.

Table 1 Project Characteristics

	Building A		Building B	
Building Footprint (existing)	19,909 sf		19,380 sf	
Floor Area ¹	1 st Floor	6,109 sf	1st Floor	6,450 sf
	2 nd Floor	6,450 sf	2nd Floor	6,450 sf
	3 rd Floor	6,450 sf	3 rd Floor	6,450 sf
	Total	19,009 sf	Total	19,350 sf
Units	2-bedroom	14 units	2-bedroom	15 units
	3-bedroom	5 units	3-bedroom	6 units
	Total	19 units	Total	21 units
Parking	40 spaces (uncovered)			

¹ Floor area includes the sum of gross floor area and usable open space.
 sf = square feet

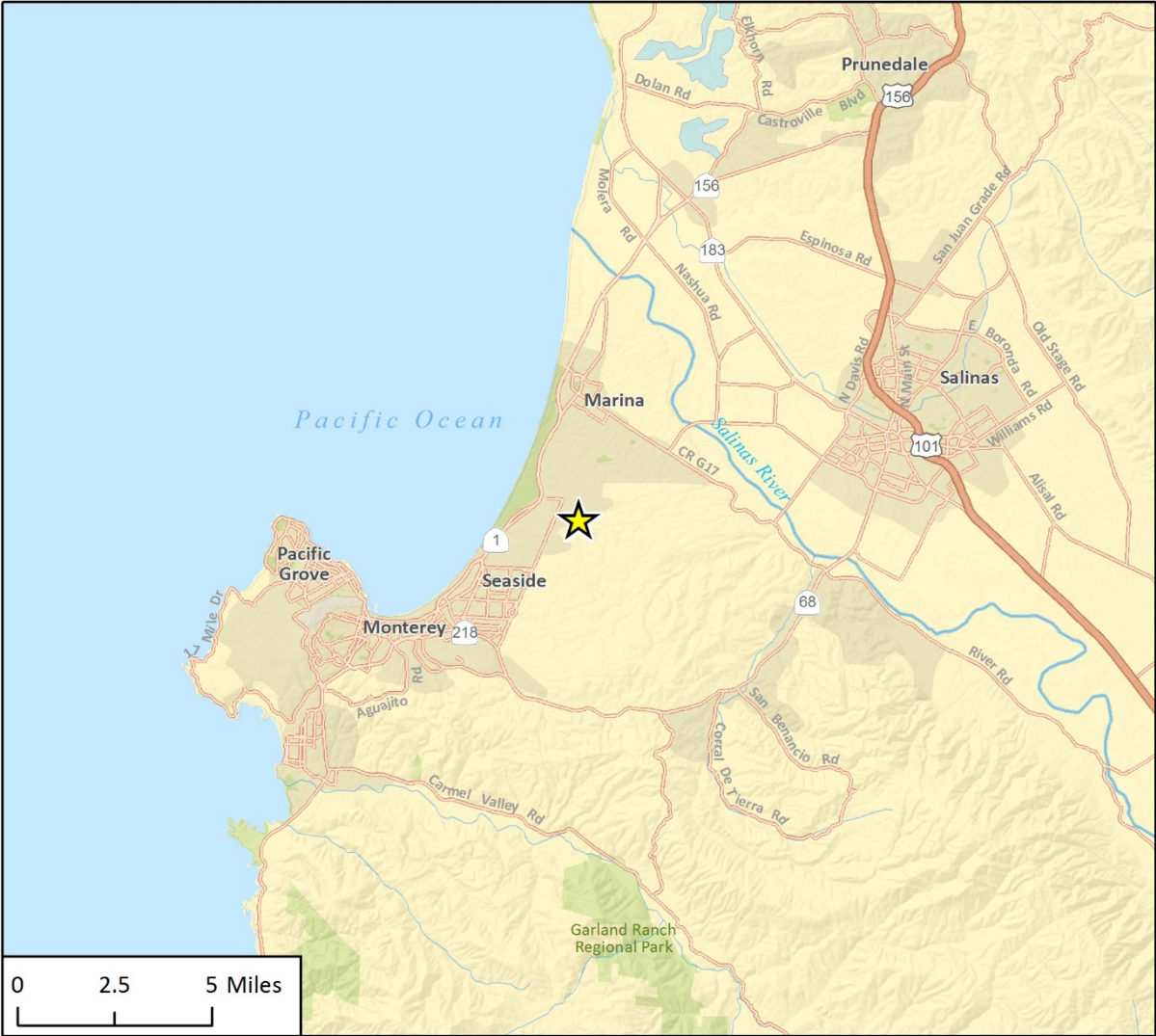
The exteriors of the proposed buildings would consist of stucco and horizontal redwood siding. Figure 4 and Figure 5 show the proposed building elevations.

The existing driveway from Parker Flats Cut Off Road would remain the primary access to the project site. The existing driveway is approximately 275 feet long and has a paved right-of-way ranging between 20 and 24 feet wide. The proposed project would repave the existing driveway, including the portion outside of the subject parcel.. The City of Seaside’s Property Development Standards require a minimum width of 16 feet for all principal driveways. The 16-foot driveway would be accommodated within the existing paved right-of-way.

The existing parking lot, located southwest of Building A, would be resurfaced and striped to accommodate 79 uncovered parking spaces. A total of 60 spaces are required.

As shown in the site plan in Figure 3, common open space would be provided between Building A and the existing parking lot, and immediately west of where Buildings A and B meet. The latter

Figure 1 Project Site Location



Imagery provided by Esri and its licensors © 2018.

★ Project Location



Fig 1 Regional Location

Figure 2 Subject Parcel and Project Site Boundary



Imagery provided by Google and its licensors © 2018.

Fig 2 Site Boundary Map

Figure 3 Proposed Site Plan

[Placeholder – to be added when updated site plan is available]

Figure 4 Elevation

[Placeholder – to be added when updated elevations are provided]

Figure 5 Elevation

[Placeholder – to be added when updated elevations are provided]

location is small (approximately 150 sf) and is currently paved. Open space would include a children's playground, walking paths, and benches.

Proposed lighting would consist of up/downlight wall sconces on the exterior of the apartment building, step lights between the driveway and the apartment building, recessed downlights at entries to the townhome building, and landscape spot lights. Safety lighting would be installed every 150 feet in the driveway, parking lot and walkways.

Construction and renovation activities would occur over approximately 18-months. Because the project would be contained within the existing floor area of the abandoned barracks, no excavation, grading or pile-driving would occur. Similarly, the project would not result in a net increase in impermeable surfaces, nor require tree or vegetation removal.

3. Existing Site Conditions

The subject parcel is located on a lightly sloped, roughly rectangular lot with frontage on Parker Flats Cutoff Road on the former Fort Ord within the City of Seaside, California. The subject parcel is 4.9 acres in size and has approximately 156 feet of frontage of Parker Flats Cut Off Road. The existing three-story buildings sit on the central portion of the subject parcel. The buildings have been vacant for over twenty years and have not been maintained. Many of the windows and doors are broken or missing, and there is visible damage to the walls and ceilings, as well as evidence of illegal human occupation. Photographs of the site are provided in Figure 6.

A paved parking lot measuring approximately 213 feet by 122 feet is located to the east of the existing buildings and is connected to the street by an approximately 175-foot long paved driveway.

Natural areas surrounding the building and parking lot consist of vegetation and bare ground. No formal landscaping remains, as the property has been vacant and not maintained for several decades. Vegetation communities on the project site include: Coast Live Oak Woodland, Iceplant Mats, and Landscaped Woodland. On-site and adjacent habitat is discussed further in Section 4 under *Habitat Value (Criterion C)*.

The subject parcel is located within the city limits of the City of Seaside on the former Fort Ord. Existing surrounding development includes: a veterinary clinic, a medical clinic, an eight-story U.S. Department of Defense building, and parking lots to the north; a Defense Language Institute (DLI) immersion facility and single-family residences to the west, across Parker Flats Cut Off Road; and open space on the former Fort Ord to the south and east. The Central Coast Veterans Cemetery is located approximately 1,000 feet to the south.

4. Consistency Analysis

The State CEQA Guidelines Section 15332 states that a CE is allowed when:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- (c) The project site has no value as habitat for endangered, rare or threatened species.

Figure 6 Site Photographs



Photo 1: Project site looking east from Parker Flats Cut Off Road.



Photo 2: Project site looking north from existing parking lot.



Photo 3: Project site looking northeast from existing parking lot.



Photo 4: Project site looking west from the open grassy area northeast of the building footprint.



Photo 5: Project site looking northeast from patio area between the building footprints.



Photo 6: Project site looking south from second story on north end of Building B.

- (a) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- (b) The site can be adequately served by all required utilities and public services.

The City of Seaside determined that the project is consistent with the applicable High Density (RH) general plan and zoning designation and all applicable general plan policies and zoning regulations in accordance with item (a) above. The subject property is 4.9 acres and the City has determined that, due to its location on the former Fort Ord and the nature of surrounding development, the site meets the requirements of item (b) above. The focus of the analysis below is on biological resources, traffic, noise, air quality, water quality, and utilities/public services, in accordance with items (c) through (e).

Habitat Value (Criterion C)

Methodology

The results of the analysis presented in this memorandum were based on a review of available information and a reconnaissance-level site visit. The analysis consisted of a query of the relevant agency databases and review of aerial imagery. A biological reconnaissance field survey to document existing biological conditions within the site included identification of plant and wildlife species, vegetation communities, jurisdictional waters and wetlands, and the potential for presence of special-status species and/or habitat. The reconnaissance survey consisted of walking meandering transects throughout the site and buffer, where accessible, and visually scanning for sign of or observations of special status species or habitat PCEs indicative of potential presence of special status species. The results of the desktop analysis and survey were evaluated to assess potential impacts to special status species and project compatibility with a CE under CEQA.

Existing Conditions

Subject Parcel and Project Site

Project construction activities would be limited to the existing buildings, parking lot, disturbed area between the parking lot and existing buildings, and the existing driveway, defined as the “project site” (Figure 2), which comprises a portion of the subject property evaluated herein. The buildings have been vacant for several years and have not been maintained. Many of the windows and doors are open and the inside walls and ceilings are damaged. The area within five to ten feet of the project site has been notably disturbed from previous residential activity. The project site contains no natural habitat and has no wildlife or plant habitat value. Ground disturbance outside of the existing developed footprint would be limited to a narrow strip along the existing access road and minor disturbance in a narrow area between the parking lot and existing building. Vegetation and bare ground occurs in the areas surrounding the buildings and parking lot within the subject property. Vegetation communities that would be directly affected by project activity are limited to highly disturbed iceplant mats immediately adjacent to the existing development and access road. Other vegetation communities are present within the subject property, but are not expected to have any direct impacts from project activity. All vegetation communities within the subject property are described below.

Vegetation Communities

Coast Live Oak Woodland

Holland (1986) and Sawyer et al. (2009) describe this community as singularly dominated by coast live oak (*Quercus agrifolia*) with an open underdeveloped understory of poison oak (*Toxicodendron diversilobum*) and fuchsia flowered gooseberry (*Ribes speciosum*). Some maritime chaparral species were also observed inter mixed with this community, including black sage (*Salvia mellifera*) and woolly leaf manzanita (*Arctostaphylos tomentosa*). Mammals and sign observed in this vegetation community include; black-tailed deer (*Odocoileus hemionus*), California ground squirrel (*Otospermophilus beecheyi*), Botta's pocket gopher (*Thomomys bottae*). Just outside the northern site boundary a Monterey dusky-footed woodrat (*Neotoma macrotis luciana*) and midden were observed.

This community occurs around the edges of the north, east, and western boundaries of the project site, and connects to larger patches of natural habitat in the subject property and beyond on the former Fort Ord. In the subject property, oak woodland is general from 50 to 200 feet away from the project site; however it occurs immediately adjacent to the south side of the existing parking area. No proposed development activity would occur within the limits of mapped oak woodland communities in the subject property.

Iceplant Mats

Iceplant species (*Carpobrotus edulis*, *C. chilensis*) are non-native invasive species, originally planted in the 1940s and 1950s for landscaping and dune stabilization (USACE, 1992). These perennial ground-hugging succulents form large monospecific mats (Sawyer et al., 2009). *Carpobrotus edulis* is an invasive species with a Cal ICP rating of "High" for its invasive tendencies. This hardy species spreads readily from landscaped areas into dune and scrub habitats, out competing native species for space, nutrients, and moisture. Within this community some native species such as deerweed (*Acmispon glaber*), coyote brush (*Baccharis pilularis*), woolly leaf manzanita, and bare patches were observed. Wildlife species and sign observed included Botta's pocket gopher and California ground squirrel (*Otospermophilus beecheyi*) burrows.

This community occurs toward the center of the project site between the buildings and along the edges of developed areas, and in the open area west of the project site. This community has no habitat value for plant or wildlife species. Although spineflower may occur in isolated patches of sand among iceplants mats, the highly invasive nature of iceplant poses significant risk to spineflower populations, and reduces the value of the habitat if not completely eradicated, and as such has no natural habitat value.

Landscaped Woodland

This community is not described by Holland (1986) or Sawyer et al. (2009), but consists of primarily non-native species in ornamental plantings such as; lawns, park strips, parking lots, commercial parks, baseball fields, etc. Tree species found in this community are highly variable and typically non-native or not occurring as a natural community woodland. Species observed in the site are Monterey pine (*Pinus radiata*) and Monterey cypress (*Hesperocyparis macrocarpa*) with and understory of iceplant. This community occurs along Parker Flats Cut Off Road south of the driveway and sporadically around the buildings. Landscaped areas are not considered to have habitat value for any special status species; however, they can provide suitable nesting habitat for a number of common bird species.

Special-Status Species Assessment

The project site does not provide habitat for special status plants. The vegetation communities within portion of the site that would be developed are generally degraded from previous development and associated residential activity. However, marginal habitat for some special status plants and wildlife is present within the larger subject parcel, and the site is adjacent to natural habitats in undeveloped areas of the former Fort Ord. Potential effects to plants and wildlife in adjacent habitat could be offset with inclusion of standard conditions and best management practices in project design.

Special-status Plants

MONTEREY SPINEFLOWER AND MONTEREY GILIA

The subject parcel provides suitable habitat for Monterey spineflower (*Chorizanthe pungens* var. *pungens*), federally threatened; Monterey gilia (*Gilia tenuiflora* ssp. *arenaria*) federally endangered and state threatened. Monterey spineflower and Monterey gilia occur in sandy soils on coastal dunes and maritime chaparral, and are known to occur in bare patches of iceplant mats in the vicinity of the site. If individuals are present they may be disturbed by project activities, such as, heavy equipment used to renovate the existing buildings or excavations outside the developed area to repair utilities. If additional elements to provide outdoor space or landscaping are added, impacts could occur if individuals are removed.

If occupied, this habitat would be considered to have value for these species; therefore, recommendation 1 below is suggested to ensure avoidance of impacts.

Special-status Animals

MONTEREY DUSKY-FOOTED WOODRAT

Suitable habitat for Monterey dusky-footed woodrat, a California Species of Special Concern (SCC), occurs within subject parcel. This species typically builds large stick nests (called a midden) in oak woodlands, but may also use abandoned buildings. This species was observed in oak woodlands just north of the buildings during the reconnaissance survey, therefore it is assumed to be present within the site. Impacts to this species may occur if they are present inside the buildings during renovation, or if additional project elements were added to create trails through the oak woodlands surrounding the buildings. Given the small size of the site, and the presence of higher quality habitat on the adjacent former Fort Ord, incidental impacts are unlikely. See recommendation 2 below.

TOWNSEND'S BIG-EARED BAT

Townsend's big-eared bat (*Corynorhinus townsendii*) SSC roost in abandoned buildings. The buildings on site have many of the windows broken and doors left open, providing the opportunity for occupation by bats. This species is very sensitive to disturbance however and the buildings are occasionally occupied by homeless, which could deter the use of these structures. Impacts to this species could occur if individuals were present during construction. See recommendation 2 below.

NORTHERN CALIFORNIA LEGLESS LIZARD AND COAST HORNED LIZARD

Sandy soils with sparse vegetation within the site provide habitat for the northern California legless lizard (*Anniella pulchra*) SSC and coast horned lizard (*Phrynosoma blainvillii*) SSC. Impacts to these species could occur if individuals were crushed by heavy equipment or excavated during ground

disturbing activities. Both species are unlikely to be present in the limited areas where project activity is proposed; however, incidental effects could be avoided through implementation of recommendation 2.

CALIFORNIA TIGER SALAMANDER

California tiger salamander (*Ambystoma californiense*) are federally threatened and state threatened. This species breeds in vernal pools on the former Fort Ord and use ground squirrel and pocket gopher burrows as upland habitat. The site is approximately 1.4 miles from the nearest known breeding pond, which is within this species dispersal range and there are no significant barriers to movement. The developed footprint and iceplant mat areas immediately adjacent to the developed area where project activity is proposed do not provide suitable upland habitat for this species.

BURROWING OWL

The presence of California ground squirrels and suitable burrows provide habitat for burrowing owl (*Athene cunicularia*) SSC. Ground squirrel burrows were observed throughout the site. However, the area west of the buildings and north of the driveway provides the highest quality habitat. This area contains burrows with low surrounding vegetation, which this species prefers; however, there are no burrows present within any of the areas where development activity is proposed. This species may be impacted if individuals are present and construction occurred during the nesting season. See recommendation 3 below.

NESTING BIRDS

The site contains habitat, such as shrubs, trees, bare ground, and buildings that provide nesting habitat for birds, including raptors protected under the, MBTA and the CFGC. Impacts could, both directly (e.g. ground disturbance) and indirectly (e.g., construction noise, lighting, and fugitive dust), affect these species. Ground disturbing activities could result in the destruction of nests constructed by ground nesting birds and construction noise could result in the abandonment of nests in the adjacent trees. Birds nesting inside the buildings may also be destroyed or disturbed by construction activities. Additionally, recommended tree trimming to improve sight distance (see recommendation 4) at the project driveway could destroy nests if present. See recommendation 3 below.

Recommendations 2 and 3 outlined below are suggested to avoid impacts to plants and wildlife that have a small potential to be present in the immediate vicinity of the proposed development activity.

Conclusion and Recommendations

The project site does not include any natural habitat and is not considered to have any habitat value. The project site is located adjacent to natural oak woodland and scrub habitat, and special status species could occur in adjacent areas or incidentally on the project site. As such, the following recommendations should be included in project design to avoid impacts to special-status species.

1. **Botanical Surveys.** This measure only applies to ground disturbance outside paved areas of the project site. Focused surveys for special-status plants should be conducted by a qualified biologist during the appropriate blooming periods for those rare plants with potential to occur on the project site. If special status plant species are observed during botanical surveys, the proposed project should be designed to reduce impacts to these species through the

establishment of buffers, to the extent feasible. If avoidance is infeasible, resource agencies should be consulted to determine the appropriate course of action for the project.

2. **Pre-construction Wildlife Survey.** The following measures should be implemented to avoid potential impacts to special status wildlife:
 - Not more than 14 days prior to commencement of construction activities, a qualified biologist should conduct a preconstruction survey of the project site to determine if special status wildlife species are present.
 - At minimum the survey should include the developed areas including the inside and outside of the buildings plus any other areas where work will occur. If additional elements are added to the project, the survey area should be altered to include these areas.
 - A pre-construction survey report should be submitted to the City of Seaside documenting the methods used and results of the pre-construction survey.
 - If special status species are determined to be present on the project site at the time of the pre-construction survey, consultation with the relevant resource agency should commence (e.g., USFWS for federally listed species, CDFW for state listed species) and measures should be implemented to avoid impacts to the species.
 - If non-listed special status wildlife species are present, wildlife species should be relocated by a City-approved qualified biologist. Species should be relocated to a City-approved off site location with suitable habitat to support that species.
 - If avoidance of federal or State listed wildlife species (i.e., Threatened or Endangered) is not possible, take permit(s) should be obtained from USFWS (federal listed species) and/or CDFW (State listed species).
3. **Nesting Bird Surveys.** If project activities will occur during the nesting season (February through August) preconstruction nesting bird surveys to determine the presence/absence, location, and status of any active nests onsite should be conducted. Nesting bird surveys are typically conducted within 7 days prior to construction activities, dependent on local agency requirements. At minimum the survey should include the developed areas including the inside and outside of the buildings plus any other areas where work will occur. If additional elements are added to the project, the survey area should be altered to include these areas.
 - If active nests are discovered on the project site or surrounding area (100 feet for passerines and 500 feet for raptors), a qualified biologist should establish a buffer around the nest. Typical buffers range from 100 feet for nesting birds and up to 500 feet for nesting raptors around active nests. No construction within the buffer is allowed until a qualified biologist has determined that the nest is no longer active. Encroachment into the buffer can occur at the discretion of a qualified biologist in coordination with the City of Seaside.
 - If burrowing owls are present, avoidance measures should be implemented in coordination with CDFW, such as: protective buffers, biological monitoring, and passive relocation.

Traffic (Criterion D-1)

The Traffic Impact Analysis (TIA) for the proposed project was conducted by Keith Higgins Traffic Engineer (KHTE 2018). The following presents a summary of this report. The full report is provided in Appendix A.

Existing Conditions

Access to the project site is provided by Parker Flats Cut Off Road, which is a two-lane road with a 30 mile per hour (mph) posted speed limit that extends from the Central Coast Veterans Cemetery at Normandy Road on the south, across Gigling Road to Colonel Durham Street where it terminates. It has a 30-foot pavement width with no on-street parking. A sidewalk is provided along the east side of the street from the subject property to Colonel Durham Street. Only a short segment of sidewalk along the Department of Defense building immediately across from the project is provided along the west side of the street. No sidewalk is provided on either side of Parker Flats Cut Off Road south of the subject parcel. No bike lanes are provided along Parker Flats Cut Off Road.

According to the TIA (Keith Higgins Traffic Engineer 2018), the following four intersections would be most affected by traffic from the proposed project:

1. Gigling Road / Parker Flats Road
2. General Jim Moore Boulevard / Gigling Road
3. Parker Flats Road / Normandy Road
4. General Jim Moore Boulevard / Normandy Road

All four intersections currently operate at or better than the City of Seaside level of service (LOS) "C" standard during both the AM and PM peak hours (KHTE 2018; refer to Appendix A).

Project Trip Generation

The proposed project would convert existing on-site buildings into 40 apartment units. Exhibit 3 in Appendix A tabulates the trip generation estimate for the project. As indicated therein, the project would generate approximately 293 daily trips, with 18 trips (4 in, 14 out) during the AM peak hour and 22 trips (14 in, 8 out) during the PM peak hour.

Exhibit 4 in Appendix A shows the anticipated trip distribution and assignment for the project. When the project trips are distributed over the adjacent street network, the project would not add more than five peak hour trips to any of the movements at any of the four study intersections (KHTE 2018).

Operational Assessment

The project would not impact traffic operations on the surrounding street network. This is because the project would not add more than five trips to any peak hour movement at any of the study intersections. These are virtually imperceptible increases in traffic. Since all four study intersections currently operate acceptably, operations at all four intersections would continue to operate acceptably with project traffic (KHTE 2018).

Project Access Evaluation

The TIA (KHTE 2018) included a review of the traffic analysis conducted for Monterey Downs and Monterey Horse Park and Central Coast Veterans Cemetery Specific Plan, which encompassed the proposed project site. This prior study found that through-traffic near the project's sole access on Parker Flats Cut Off Road is less than 120 vehicles per hour, or approximately two vehicles per minute. This level of existing traffic would not require a southbound left turn lane or northbound right turn lane on Parker Flats Cut Off Road at the project driveway, nor would it lead to deficient operations at the driveway itself.

Sight distance availability at the driveway on the subject parcel was evaluated. Sight distance to the north is over 300 feet south on Parker Flats Cut Off Road, which accommodates travel speeds of over 35 mph. The Caltrans minimum sight distance required at a driveway on roadways like Parker Flats Cut Off Road – speed limit of 30 miles per hour – is 200 feet. Sight distance to the north is adequate (KHTE 2018).

Sight distance to the south is approximately 150 feet, which accommodates a travel speed of 25 mph. This is less than the minimum requirement of 200 feet. The sight distance at the driveway is limited to the south by existing trees on the southerly corner of the driveway. Recommendation 4 is suggested to improve available sight distance.

The existing project driveway does not include a "Stop" sign, and pavement markings at this location are faded. See recommendation 5.

Cumulative Operational Assessment

Based on a review of prior studies, the TIA concludes that all four study intersections, in combination with planned roadway network improvements in the Fort Ord Reuse Authority (FORA) Capital Improvement Plan (CIP), would continue to operate at or better than the City of Seaside LOS C standard under cumulative or future conditions (KHTE 2018). Relevant FORA CIP improvements in the vicinity of the project site include widening of Gigling Road from its current two (2) lanes to four (4) lanes from General Jim Moore Boulevard to Eastside Road. This roadway is forecasted to operate at a deficient LOS E assuming its current 2-lane configuration. It will operate at LOS B with widening to 4 lanes. This improvement is scheduled to be designed in fiscal years 2017-2018 and 2018-2019 and constructed by the end of 2021 (KHTE 2018). This improvement, which will be funded by FORA traffic impact fees and other sources, would result in adequate operations of this roadway, including with proposed project traffic.

No major traffic capacity improvements would be required on Parker Flats Cut Off Road or Normandy Road under cumulative conditions, with or without the proposed project.

The project would also not impact operations on the surrounding street network during future conditions. However, it will add incrementally to cumulative impacts. As such, payment of applicable FORA traffic impact fees will be required.

Conclusion and Recommendations

Due to the low level of trip generation, the proposed project would not impact operations of the surrounding street network, including under cumulative conditions. In accordance with existing requirements, the proposed project would be required to pay applicable FORA traffic impact fees, which would help pay for the project's fair share of planned cumulative transportation improvements in the area. In addition, the following recommendations should be included in

project design to improve sight distance at the project driveway and on-site circulation. With these recommendations, the project would not result in any significant effects relating to traffic.

4. **Sight Distance.** Improve sight distance at the project driveway by trimming trees on the southerly side of the driveway; once trimmed, there should be a clear view from the ground to six feet above the elevation of the driveway.
5. **On-Site Circulation.** The following measures should be implemented to improve internal site circulation:
 - Add a crosswalk across the secondary entrance to the U.S. Department of Defense parking area that intersects with the project access road
 - Install a “Stop” sign on the existing sign post at the project driveway
 - Repaint the existing “Stop” pavement legend, limit line and centerline striping on the project driveway

Noise (Criterion D-2)

Noise Characteristics and Measurement

Noise level (or volume) is generally measured in decibels (dB) using the A-weighted sound pressure level (dBA). The A-weighting scale is an adjustment to the actual sound power levels to be consistent with that of human hearing response, which is most sensitive to frequencies around 4,000 Hertz (about the highest note on a piano) and less sensitive to low frequencies (below 100 Hertz).

One of the most frequently used noise metrics that considers duration as well as sound power level is the equivalent noise level (L_{eq}). The L_{eq} is defined as the steady A-weighted level that is equivalent to the same amount of energy as that contained in the actual varying levels over a period of time (essentially, L_{eq} is the average sound level). Another noise metric used in Seaside is the Day-Night average level (Ldn). Ldn is the time average of all A-weighted levels for a 24-hour period, with a 10 dBA upward adjustment added to those noise levels occurring between 10:00 P.M. and 7:00 A.M. to account for the general increased sensitivity of people to nighttime noise levels.

Noise Standards

The City of Seaside’s current adopted Noise Element (revised in 2004) incorporates comprehensive goals, policies, and programs related to noise and acceptable noise levels. These policies address unnecessary, excessive, and annoying noise levels and sources, such as vehicles, construction, special sources (e.g., radios, musical instrument, animals) and stationary sources (e.g., heating and cooling systems, mechanical rooms). In addition, the City’s noise ordinance (Seaside Municipal Code Section 9.12.030) prohibits excessive, unnecessary, or unusually loud noises from specified sources, such as loudspeakers, yelling, or vehicle radios. Section 9.12.030 also prohibits loud operation of specific equipment, including lawn mowers and construction equipment, as well as loud construction, demolition, excavation, erection, alteration or repair activities before 7 A.M. and after 7 P.M., Monday through Friday, and before 9 A.M. and after 7 P.M. on Saturday, Sunday, and holidays.

The General Plan Land Use designation and zoning designation for the subject parcel is designated high-density residential. According to the City’s Noise Element (2004), new residential development may not be sited in areas exceeding 65 CNEL dBA (Seaside 2004). In addition, Table 2 shows the

maximum interior and exterior noise standards by the receiving land use, as contained in the Seaside General Plan Noise Element (2004) and the City's Municipal Code Section 17.30.060. As shown therein, the exterior allowable noise level at the project site (a residential use) is 65 CNEL dBA.

Table 2 Interior and Exterior Noise Standards

Land Use	Exterior Maximum Allowable Noise Level (CNEL dBA)	Interior Maximum Allowable Noise Level (CNEL dBA)
Residential	65	45
Mixed-Use Residential	70	45
Commercial	70	–
Office	70	50
Industrial	75	55
Public Facilities	70	50
Schools	50	50

Source: City of Seaside Municipal Code, Section 17.30.060, 2017

For traffic-related noise, impacts would be significant if project-generated traffic results in the exposure of sensitive receptors to a perceptible increase in roadway noise. Roughly a doubling of traffic volume would be necessary to generate a perceptible increase in roadway noise levels of 3 dBA or more.

Existing Ambient Noise Levels

The primary sources of noise near the project site are alarms and buzzers coming from the adjacent department of defense building as well as motor vehicle traffic, including light- and medium-duty vehicles. Parker Flats Cut Off Road, being adjacent to the project site, produces the highest level of noise from traffic among area roadways. Secondary sources of roadway noise include traffic on Gigling Road, located approximately 2,000 feet north of the project driveway. Additionally, aircraft overflights and motor vehicle activity in the adjacent medical facility parking lot contribute to the existing local noise environment. To determine existing ambient noise levels on the project site, three 15-minute noise measurements were taken on and around the subject parcel between 7:00 A.M. and 9:00 A.M. on February 23, 2018, using an Extech 407780A integrating sound level meter.

Figure 7 shows the location of this noise measurement at the center of the project site, between the two existing abandoned buildings. Table 3 identifies the measured noise levels. As shown therein, three measurements were taken to capture the ambient noise levels of: 1) the center of the subject parcel; 2) the medical and education facilities, the closest sensitive receptors; and 3) the residences west of Parker Flats Cut Off Road, the next-closest sensitive receptors.

Figure 7 Noise Measurement Locations



Table 3 Noise Measurement Results

Measurement Number	Measurement Location	Primary Noise Sources	Sample Time	Leq (dBA)
1	Center of project site, between two existing buildings	Alarms, traffic	Weekday A.M. peak hour	46.7
2	Along Parker Flats Cut Off Road, next to the Medical and Education Facilities (off site)	Traffic, pedestrians	Weekday A.M. peak hour	61.4
3	Residences across from Parker Flats Cut Off Road, along Nijmegen Road (off site)	Traffic, barking dogs	Weekday A.M. peak hour	52.3

Refer to Appendix B for noise monitoring data sheets.

Source: Field visit on February 23, 2018, using Extech 407780A Integrating sound level meter

As shown in Table 3, existing noise on the project site was measured at 46.7 dBA, which is below the maximum allowable level of 65 dBA for a residential use. In addition, the provisions of the State Noise Insulation Standards (Title 24) are enforced in Seaside, which would ensure that interior noise levels do not exceed 45 dBA (Seaside 2004). Therefore, the proposed project would meet comply with the interior and exterior noise standards listed in Table 2.

Sensitive Receptors

Some land uses are more sensitive to ambient noise levels than other uses due to the amount of noise exposure and the types of activities involved. For example, residences, motels, hotels, schools, libraries, churches, nursing homes, auditoriums, museums, cultural facilities, parks, and outdoor recreation areas are more sensitive to noise than commercial and industrial land uses. The nearest sensitive receptor to the proposed project is a school (the DLI immersion facility) located 150 feet to the west of the subject parcel, across Parker Flats Cut Off Road. As shown in Table 2, the Noise Element and the Municipal Code set a guideline of 50 dBA as a maximum outdoor noise level for schools.

Construction Noise

Construction of the proposed project would involve resurfacing the existing paved parking area and driveway, and renovating the two existing buildings. Construction of the project would result in temporary noise level increases during site preparation, paving, renovation, and architectural coating. Construction noise modeling was conducted to estimate the expected noise levels during construction at the nearest sensitive receptors using Roadway Construction Noise Model (RCNM) Version 1.1. Table 4 shows noise levels associated with each construction phase, calculated at a distance of 150 feet (the distance between the subject parcel and the nearest sensitive receptor). As shown therein, the highest noise levels would occur during paving, when construction noise levels of 75.6 Leq dBA with a peak noise level of 80.0 Lmax would be possible at a distance of 150 feet. It should be noted that driveway resurfacing would occur within this distance; however, the bulk of the renovation activities would be another 250 feet to the east (for a total of 400 feet from the existing school), at the existing abandoned buildings. Therefore, the figures presented herein are conservative.

Table 4 Noise Levels by Construction Phase

Construction Phase	Anticipated Noise Levels at 150 Feet (dBA)	
	Lmax	Leq
Site Preparation	74.5	76.7
Paving	80.0	75.6
Renovation	74.5	73.7
Architectural Coating	68.1	64.1

As previously mentioned, the City's noise ordinance (Seaside Municipal Code Chapter 9.12) prohibits loud noise before 7 A.M and after 7 P.M., Monday through Friday, and before 9 A.M. and after 7 P.M. on Saturday, Sunday, and holidays. All construction activities related to the proposed project would occur during hours stated in the Seaside Municipal Code as acceptable for use of construction-related equipment. Additionally, construction activities would temporarily and periodically increase the ambient noise level beyond the exterior noise standard for schools of 50 CNEL dBA. Although construction activities would be limited to daytime hours and would therefore comply with City regulations, recommendation 6 is suggested to further limit construction-related noise at nearby sensitive receptors.

Construction Vibration

Vibration is a unique form of noise because its energy is carried through buildings, structures, and the ground, whereas most ambient noise is simply carried through the air. Thus, vibration is generally felt rather than heard. This phenomenon is caused by the coupling of the acoustic energy at frequencies that are close to the resonant frequency of the material being vibrated. Typically, groundborne vibration generated by manmade activities attenuates rapidly as distance from the source of the vibration increases and vibration rapidly diminishes in amplitude with distance from the source. The ground motion caused by vibration is measured as particle velocity in inches per second and is referenced as vibration decibels (VdB) in the U.S.

The vibration velocity level threshold of perception for humans is approximately 65 VdB. A vibration velocity of 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible levels for many people. Most perceptible indoor vibration is caused by sources within buildings such as operation of mechanical equipment, movement of people, or the slamming of doors. Typical outdoor sources of perceptible groundborne vibration are construction equipment, steel wheeled trains, and traffic on rough roads. If a roadway is smooth, the groundborne vibration from traffic is barely perceptible. The range of interest is from approximately 50 VdB, which is the typical background vibration velocity, to 100 VdB, which is the general threshold where minor damage can occur in fragile buildings.

Significant impacts may occur when vibration or groundborne noise levels exceed the Federal Railroad Administration (FRA) maximum acceptable level threshold of 65 VdB for buildings where low ambient vibration is essential for interior operations, such as hospitals and recording studios, 72 VdB for residences and buildings where people normally sleep, including hotels, and 75 VdB for institutional land uses with primary daytime use, such as churches, schools, and office buildings (FRA 2012). Therefore, 75 VdB is the threshold for vibratory noise impacts the closest sensitive receptor is a school located 150 feet west of the subject parcel.

Table 5 shows the typical peak vibration levels associated with various types of heavy construction equipment at a distance of 25 feet, as reported by the Federal Transit Administration (FTA) (2006). The vibration levels at a distance of 150 feet are also provided in the table using the attenuation methods provided in the *Transit Noise and Vibration Impact Assessment* (FTA 2006).

Table 5 Vibration Source Levels for Typical Construction Equipment

Equipment	Approximate VdB ¹	
	25 feet	150 feet
Clam shovel drop (slurry wall)	94	71
Hydromill (slurry wall)- in soil	66	43
Hydromill (slurry wall)- in rock	75	49
Vibratory Roller	94	71
Large Bulldozer	87	64
Caisson drilling	87	64
Loaded trucks	86	62
Jackhammer	79	55
Small Bulldozer	58	34

¹FTA provides equipment vibration levels in approximate vibration levels (Lv VdB) at a distance of 25 feet. These were converted to VdB at other distances using methods provided in the *Transit Noise and Vibration Impact Assessment* (2006).

Source: FTA 2006

As shown in Table 5, none of the typical construction equipment used at the site would produce groundborne vibration exceeding the FTA's 75 VdB threshold at the nearest sensitive receptor.

Operational Noise

Existing uses near the project site would be subject to noises associated with operation of the proposed project, including noise that is typical of residential development, such as conversations, music, trash hauling, doors slamming, beeping from the locking and unlocking of motor vehicles, tire and engine noise from the movement of vehicles on driveways, as well as HVAC operation. As discussed above, the City's limit for ambient exterior and interior noise levels for residential land uses are 65 dBA and 45 dBA, respectively. As shown in Table 3, existing noise levels at the site are low (46.7 Leq dBA,). The addition of 40 residential units would not increase ambient noise above 65 dBA at the nearest sensitive receptors. In addition, the City's noise ordinance (Seaside Municipal Code Section 9.12.030) prohibits excessive, unnecessary, or unusually loud noises from specified sources, such as loudspeakers, yelling, or vehicle radios. Future tenant compliance with these requirements would further ensure that noise levels are maintained at an acceptable level.

Because the proposed project would result in increased occupancy at the project site, the project would generate additional traffic on area roadways and potentially increase roadway noise levels at nearby receptors. As discussed under Criterion D-1, *Traffic*, the proposed project would generate an estimated 293 new average daily trips, including 18 A.M. peak hour trips and 22 P.M. peak hour

trips. All trips associated with the proposed project would use Parker Flats Cut Off Road to access the site. According to estimated existing traffic volumes derived from traffic counts along Parker Flats Cut Off Road during the noise measurements taken by Rincon Consultants, Inc. on February 2018, an average of 2,280 vehicles travel along Parker Flats Cut Off Road daily. The project's estimated net trip generation would result in an approximately 13 percent increase in trips on Parker Flats Cut Off Road. As mentioned above, roughly a doubling of traffic volume would be necessary to generate a perceptible increase in roadway noise levels of 3 dBA or more. As a result, the proposed project would not result in a perceptible increase in roadway noise.

Conclusion and Recommendations

The proposed project would not generate an increase in traffic volumes that would result in a perceptible increase in traffic noise, and operational noise would be typical of residential uses and would not exceed applicable standards. In addition, construction-related vibration would not exceed applicable thresholds at the nearest sensitive receptor.

Construction noise associated with development of the proposed project would temporarily and periodically increase ambient noise levels beyond the applicable standard. Recommendation 6 is suggested to further limit construction-related noise at nearby sensitive receptors. With these recommendations, the project would not result in any significant effects relating to noise.

6. **Construction Noise.** The following recommendations should be followed by the project contractor during construction to limit the effects of construction-related noise.

- Establish a telephone hotline for use by the public to report construction-related noise complaints, and keep the number posted on-site during construction. If the telephone is not staffed 24 hours per day, the contractor should include an automatic answering feature, with date and time stamp recording, to answer calls when the phone is unattended.
- Place stationary noise sources, such as generators and air compressors, away from affected noise-sensitive receptors. Place non-noise-producing mobile equipment, such as trailers, in the direct sound pathway between suspected major noise-producing sources and sensitive receptors.
- Use construction equipment or modified equipment to the manufacturers' standards to reduce noise, such as electric instead of diesel-powered equipment, hydraulic tools instead of pneumatic tools, or electric saws instead of air- or gasoline-driven saws.

Air Quality (Criterion D-3)

A significant adverse air quality impact may occur when a project individually or cumulatively interferes with progress toward the attainment of the ozone standard by releasing emissions that equal or exceed the established long term quantitative thresholds for pollutants, or causes an exceedance of a state or federal ambient air quality standard for any criteria pollutant. The subject parcel falls under the jurisdiction of the Monterey Bay Area Air Resources District (MBARD) and is located within the North Central Coast Air Basin (NCCAB), which is in nonattainment for ozone and PM₁₀. Therefore, air emissions generated during construction or operation of the proposed project would be significant if they exceed MBARD emission standards, as those standards have been established to ensure the region's eventual achievement of ozone and PM₁₀ attainment status.

Construction Emissions

As displayed in Table 6, MBARD has established a project-specific daily construction emission threshold of 82 pounds (lbs) of PM₁₀ per day. Construction of the proposed project would generate temporary criteria pollutant emissions primarily due to the operation of construction equipment, employee trips, and truck trips. The California Emissions Estimator Model (CalEEMod) version 2016.3.1 was used to estimate emissions associated with the construction period, based on parameters such as the duration of construction activity, and anticipated equipment used during construction. Complete results from CalEEMod and assumptions are included in Appendix B. Construction activities are expected to occur over a period of four months. Estimated construction emissions are presented in Table 6 and compared to applicable MBARD thresholds. As shown therein, construction emissions would not exceed any of MBARD's emission thresholds. Therefore, impacts from construction emissions would be less than significant.

Table 6 Maximum Daily Construction Emissions

	Emissions (lbs/day)				
	ROG	NO _x	CO	PM ₁₀	PM _{2.5}
2018 Construction Emissions	7.1	48.3	23.4	20.8	12.3
2019 Construction Emissions	6.8	18.7	16.1	1.5	1.1
Maximum Daily Construction Emissions	7.1	48.3	23.4	20.8	12.3
MBARD Thresholds (lbs/day)	N/A	N/A	N/A	82	N/A
Exceeds Threshold?	N/A	N/A	N/A	No	N/A

See Appendix C for CalEEMod results. For a conservative estimate of project emissions, construction emissions were modeled and reported for the maximum day during the winter, since emission estimates are typically higher in the winter months compared to the summer months.

Source: CalEEMod v. 2016.3.1; MBARD 2008

Operational Emissions

Long-term operational emissions associated with the proposed project are those associated with vehicle trips (mobile emissions) and the use of natural gas, consumer products, and architectural coatings (area source emissions) upon buildout of the project. Pollutant emissions associated with the proposed project (shown in Table 7) were quantified using CalEEMod, version 2016.3.1, based on the proposed use and the number of associated vehicle trips generated by the project as informed by the Traffic Impact Analysis (TIA) (KHTE 2018).

Table 7 Maximum Daily Operational Emissions

	Emissions (lbs/day)				
	ROG	NOX	CO	PM ₁₀	PM _{2.5}
Area	1.1	<0.1	3.3	<0.1	<0.1
Energy	<0.1	0.1	<0.1	<0.1	<0.1
Mobile	0.7	3.1	8.8	1.7	0.5
Total	1.8	3.3	12.2	1.7	0.5
MBARD Thresholds (lbs/day)	137	137	550	82	55
Exceed Thresholds?	No	No	No	No	No

See Appendix C for CalEEMod results.

Source: CalEEMod v. 2016.3.1; MBARD 2008

As shown in Table 7, the emissions generated by the proposed project would not exceed the MBARD's daily operational emission thresholds for any criteria pollutant and would not significantly affect regional air quality. Therefore, the impact is less than significant.

Additionally, carbon monoxide (CO) "hotspots" are not a concern with the proposed project. A project's localized air quality impact is considered significant if the additional CO emissions resulting from the project create a "hot spot" where the California 1-hour standards of 20.0 parts per million (ppm) or the 8-hour standard of 9 ppm is exceeded. This typically occurs at severely congested intersections. According to MBARD, if the LOS at impacted intersections or road segments degrades from D or better to E or F, the project would have a significant impact associated with CO emissions (MBARD 2008). As discussed above in the TIA, nearby intersections or road segments would continue to operate at, or better than, the City of Seaside LOS C standard under cumulative or future conditions. Therefore, localized emission impacts would be less than significant.

Conclusion

The proposed project would not generate substantial air emissions, as neither the construction emissions nor the operational emissions generated by the proposed project would exceed applicable MBARD thresholds. Therefore, the project would not result in any significant effects relating to air quality.

Water Quality (Criterion D-4)

The subject parcel slopes roughly 0.5 percent from east to west, and stormwater follows this topography to enter existing storm drains on Parker Flats Cut Off Road. The proposed project would renovate existing buildings and repave an existing parking lot and driveway. No improvements would occur outside of already-developed areas. Therefore, the project would not increase impervious surface on the subject parcel, nor increase the overall volume of stormwater runoff from the site.

Although the project would not introduce new impervious surfaces, the project could impact water quality by introducing residential use to the site. Urban runoff, including from residential uses, can have a variety of deleterious water quality effects. Oil and grease contain a number of hydrocarbon compounds, some of which are toxic to aquatic organisms at low concentrations. Heavy metals such

as lead, cadmium, and copper are the most common metals found in urban stormwater runoff. These metals can be toxic to aquatic organisms, and have the potential to contaminate drinking water supplies. Nutrients from fertilizers, including nitrogen and phosphorous, can result in excessive or accelerated growth of vegetation or algae, resulting in oxygen depletion and additional impaired uses of water.

In order to avoid adverse effects on water quality associated with stormwater runoff during construction and operation of the project, with the City of Seaside standard conditions of approval would include a requirement that the project develop and implement Best Management Practices (BMPs) to control erosion during construction and permanent features to treat stormwater runoff such as berms, swales, ditches, structures, vegetative filter strips and or catch basins. In addition, the proposed project would be required to comply with the current National Pollutant Discharge Elimination System (NPDES) Regional Municipal Stormwater Permit during construction and operation of the project. The Regional Municipal Stormwater Permit covers stormwater discharges from eight municipalities and local agencies in the Monterey Peninsula: Monterey, Carmel-By-The-Sea, Del Rey Oaks, Sand City, Seaside, Marina, Pacific Grove and the County of Monterey (City of Seaside 2017). This permit identifies low impact development (LID) techniques that the City of Seaside, as a permittee, must require of new development and redevelopment projects, for the purpose of reducing the discharge of pollutants in stormwater runoff and preventing increases in runoff flows (California Regional Water Quality Control Board, 2009). Pursuant to Section 16.11.030, landscaping would be required to minimize irrigation and runoff. Required compliance with City standard conditions and NPDES requirements would reduce the potential for adverse water quality and hydrology effects. Development of the proposed project would not result in a reduction in groundwater recharge or otherwise affect the underlying groundwater basin; would not result in substantial additional stormwater runoff to neighboring properties; and would not degrade the quality of stormwater runoff from the site.

Conclusion

The proposed project would not result in any significant effects related to water quality.

Utilities and Public Services (Criterion E)

The subject parcel is surrounded by existing development to the north and west in an area served by existing public services and utilities. The buildings on the subject parcel have been vacant for over 20 years and therefore do not currently generate demand for these services. Although services are currently inactive due to long vacancy at the subject parcel, utility service channels exist on the project site and would be reused and maintained to service the proposed project. Any utility-related improvements would be limited to work within existing disturbed areas.

Fire protection, first response emergency medical services, and natural disaster preparedness services in Seaside and for the subject parcel are provided by the Seaside Fire Department (SFD). Law enforcement is provided by the Seaside Police Department (SPD). These agencies currently serve the surrounding project area, and could adequately serve the proposed project.

Water and wastewater service would be provided by Marina Coast Water District (MCWD). MCWD provides water service to the Ord Community from three groundwater wells located in the lower 180-foot and 400-foot aquifers of the Salinas Valley Groundwater Basin. The MCWD also owns the Marina Coast Water District Desalination Plant, a seawater desalination facility with a capacity of

approximately 300 acre-feet per year; however, the plant is currently not in use due to high energy costs and adequate available water supply to serve MCWD's customers (MCWD 2016; MCWD 2017).

Table 8 shows the current and projected water supplies for the MCWD's entire service area from 2015 to 2035. As shown therein, recycled water and desalinated water are expected to become contributing sources of supply by 2020 and 2025, respectively (MCWD 2016).

Table 8 MCWD Water Supplies – Current and Projected

	2015	2020	2025	2030	2035
Groundwater	4,205	5,605	8,089	8,428	9,075
Recycled Water	0	600	1,359	1,427	1,427
Desalinated Water	0	0	489	1,332	1,696
Total	4,205	6,205	9,937	11,119	12,198

Units in acre-feet per year

Source: MCWD 2016a

Based on CalEEMod assumptions (see Appendix C), the proposed project is anticipated to demand approximately 13 acre-feet per year (AFY), which represents 0.3 percent of MCWD's total supplies in 2020 and 0.1 percent of MCWD's total supplies in 2035. A will-serve letter from MCWD will be required for the proposed project prior to permit issuance.

The MCWD Marina Wastewater Collection System Master Plan forecasts that the wastewater treatment plant (WWTP) will treat an average dry weather flow for 2020 of 1.8 million gallons per day and an average wet weather flow of 3.5 million gallons per day (MCWD 2005). As a single acre-foot of water equals approximately 325,851 gallons, the 13 acre-feet per year is equal to approximately 11,500 gallons per day. This is equivalent to approximately 0.6 percent of projected dry weather flow and 0.3 percent of projected wet weather flow. Therefore, the proposed project's contribution to the WWTP would be minimal, and would be adequately served by the existing WWTP.

Solid waste service would be provided by Green Waste of Seaside, with solid waste ultimately disposed of at the Monterey Peninsula Landfill in Marina. Currently, the Monterey Peninsula Landfill reaches a maximum height of 130 feet, roughly 50 percent of its permitted final elevation of 264 feet (Monterey Regional Waste Management District [MRWMD] 2017). Additionally, the landfill has a maximum permitted daily throughput of 3,500 tons (California Department of Resources Recycling and Recovery [CalRecycle] 2018). According to CalEEMod estimates, the proposed project would generate an estimated 18.4 tons of waste per year, or 0.05 tons per day. This represents less than 0.01 percent of the maximum permitted daily throughput of the landfill. As such, solid waste generated by the proposed project could be adequately served by the Monterey Peninsula Landfill.

Other services, including gas and electricity, would be provided to the proposed project by existing service providers. Although the existing on-site buildings are currently vacant, they are served by existing utilities. In addition, surrounding development is served by gas, electric, and other public service providers. Renovation of the existing buildings would be adequately served by existing public services and utilities. Thus, the project meets this criterion for exemption.

Conclusion

The proposed project would be adequately served by all required utilities and public services .

Exceptions

CEQA Guidelines Section 15300.2 outlines exceptions to the applicability of a Categorical Exemption. These exceptions and their applicability to the proposed project is provided in Table 9 below.

Table 9 Exceptions to a Categorical Exemption

Exception	Analysis
(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.	This exemption does not apply because Classes 3, 4, 5, 6, and 11 are not being used for the proposed project.
(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant	Cumulative development near the project site includes the Campus Town and Main Gate Specific Plan Areas for the City of Seaside. Additionally, the CSUMB Master Plan incorporates growth and development through the year 2030, part of which is contained in Seaside's Campus Town Specific Plan. However, the proposed residential project would not be cumulatively considerable due to its insignificant contribution to development in the surrounding area. Future development nearby the subject parcel would not be immediately adjacent to or on the same site as the proposed project.
(c) Significant Effect. A categorical exemption shall not be used for any activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances	The City of Seaside reviewed the proposed project and determined that there are no unusual circumstances exist. Further, the analysis herein establishes that there would be no significant effects on the environment.
(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway	The proposed project is not visible from a designated scenic highway and would not damage any scenic resources, such as trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway.
(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code	The project site is not located on the Department of Toxic Substances Control (DTSC) EnviroStor or State Water Resources Control Board GeoTracker databases (DTSC 2018), and therefore is not on a list compiled pursuant to Section 65962.5 of the Government Code. Although portions of the former Fort Ord contain a variety of hazardous waste sites, Section 15300.2(e) pertains only to Section 65962.5 listings. Therefore, the proposed project would not satisfy this exception to the exemption.

Exception	Analysis
(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource	The existing on-site structures were constructed in 1974 and are therefore approximately 43 years old. Based on the age of the buildings, the project is not anticipated to result in a substantial adverse change in the significance of an historic resource.

As shown in Table 9, none of the exceptions to the use of a Categorical Exemption apply to the proposed project or project site. Thus, the use of the Class 32 exemption is appropriate.

5. Summary

Based on the analysis in Section 4, the proposed Parker Flats Apartment Project meets all criteria for a Class 32 Categorical Exemption pursuant to Section 15332 of the *State CEQA Guidelines*, and does not meet any of the exceptions to the exemptions.

6. References

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Appendix A

Traffic Impact Analysis

Keith Higgins

Traffic Engineer

March 7, 2018

Megan Jones, MPP
Rincon Consultants, Inc.
437 Figueroa Street Suite 203
Monterey, CA 93940

Re: Proposal for Parker Flats Apartments Traffic Impact Analysis, Seaside, CA

Dear Megan,

As you requested, this is a Traffic Impact Analysis for the proposed residential apartment project on the east side of Parker Flats Cut-Off Road, approximately 1,000 feet south of Gigling Road in Seaside, California. The project is proposed to consist of 40 apartment units in two existing vacant buildings that formerly housed nursing barracks on the former Fort Ord army base. The project location is shown in **Exhibit 1**. The draft project site plan is in **Exhibit 2**.

A. Existing Conditions

Access to the project site is provided by Parker Flats Cut-Off Road, which is a two-lane road with a 30 miles per hour posted speed limit that extends from the Central Coast Veterans Cemetery at Normandy Road on the south, across Gigling Road to Colonel Durham Street where it terminates. It has a 30-foot pavement width with no on-street parking. A sidewalk is provided along the east side of the street from the project site to Colonel Durham Street. Only a short segment of sidewalk along the Department of Defense building immediately across from the project is provided along the west side of the street. No sidewalk is provided on either side of Parker Flats Cut-Off Road south of the project site. No bike lanes are provided along Parker Flats Cut-Off Road. In order to provide improved circulation for pedestrians and bicyclists, the City of Seaside should consider constructing sidewalks where they are not currently provided on one or both sides of the street. Shared lane markings, also known as "sharrows," should be considered along Parker Flats Cut-Off Road as well.

The following four intersections would be most affected by traffic from the study project:

1. Gigling Road / Parker Flats Cut-Off Road
2. General Jim Moore Boulevard / Gigling Road
3. Parker Flats Cut-Off Road / Normandy Road
4. General Jim Moore Boulevard / Normandy Road

Megan Jones
March 7, 2018

The *Monterey Downs and Monterey Horse Park and Central Coast Veterans Cemetery Specific Plan Subsequent Environmental Impact Report*, RBF Consulting, March 2015, analyzed operations at these intersections. The report found that the existing operations at these intersections are as follows:

1. Gigling Road / Parker Flats Cut-Off Road – Overall LOS A (AM and PM), Side-Street LOS C (AM) and LOS (PM)
2. General Jim Moore Boulevard / Gigling Road – Overall LOS C (AM), LOS B (PM)
3. Parker Flats Cut-Off Road / Normandy Road – Overall LOS A (AM and PM), Side-Street LOS A (AM and PM)
4. General Jim Moore Boulevard / Normandy Road – Overall LOS B

All four intersections currently operate at or better than the City of Seaside level of service (LOS) “C” standard. No improvements are required for existing conditions. A description of levels of service is included as Appendix A.

B. Project Trip Generation

The proposed project is composed of 40 apartment units. **Exhibit 3** tabulates the trip generation estimate for the project, which uses trip rates from *Trip Generation Manual*, 10th Edition, published by the Institute of Transportation Engineers in 2017. The project would generate approximately 293 daily trips, with 18 trips (4 in, 14 out) during the AM peak hour and 22 trips (14 in, 8 out) during the PM peak hour.

Exhibit 4 shows the anticipated trip distribution and assignment for the project. When the project trips are distributed over the adjacent street network, the project would not add more than five peak hour trips to any of the movements at any of the four study intersections.

C. Operational Assessment

The project would not impact traffic operations on the surrounding street network. This is because the project would not add more than five trips to any peak hour movement at any of the study intersections. These are virtually imperceptible increases in traffic. Since all four study intersections currently operate acceptably, operations at all four intersections will continue to operate acceptably with project traffic.

D. Project Access Evaluation

A review of the *Monterey Downs and Monterey Horse Park and Central Coast Veterans Cemetery Specific Plan Subsequent Environmental Impact Report* found that through traffic near the project’s sole access on Parker Flats Cut-Off Road would be less than 120 vehicles per hour, or approximately two vehicles per minute. This level of traffic would not require a southbound left turn lane or northbound right turn lane on Parker Flats Cut-Off Road at the project driveway, nor would it lead to deficient operations at the driveway itself.

Megan Jones
March 7, 2018

Sight distance availability at the project driveway was evaluated. Sight distance to the north is over 300 feet south on Parker Flats Cut-Off Road, which accommodates travel speeds of over 35 miles per hour. The Caltrans minimum sight distance required at a driveway on roadways like Parker Flats Cut-Off Road – speed limit of 30 miles per hour – is 200 feet. Sight distance to the north is adequate.

Sight distance to the south is about 150 feet, which accommodates a travel speed of 25 miles per hour. This is less than the minimum requirement of 200 feet and is therefore inadequate. The sight distance at the driveway is limited to the south by existing trees on the southerly corner of the driveway. It is recommended that these trees be trimmed or removed to improve available sight distance. If trimmed, there should be a clear view from the ground to 6 feet above the elevation of the driveway. This improvement is the responsibility of the project.

A “Stop” sign appears to be missing from the existing post at the project driveway. It is recommended that this stop sign be replaced. The “Stop” pavement legend, limit line and centerline striping are all faded. They should be restriped. These improvements would be the responsibility of the project.

The project proposes to add a dedicated on-site pedestrian access between the proposed apartment buildings and the street. This will provide continuous pedestrian access to the project buildings. However, the pedestrian route would cross the existing secondary entrance to the U.S. Department of Defense (USDOD) parking area that intersects with the project access road. To improve pedestrian visibility and provide advance warning of pedestrian activity, it is recommended that a crosswalk be added across this USDOD secondary parking entrance, connecting either end of the intersecting pedestrian pathway. This improvement would be the responsibility of the project.

E. Cumulative Operational Assessment

The *FORA Fee Reallocation Study: Deficiency Analysis and Fee Reallocation*, Kimley Horn, April 27, 2017 and *Monterey Downs and Monterey Horse Park and Central Coast Veterans Cemetery Specific Plan Subsequent Environmental Impact Report*, Kimley Horn, March 2015 predict that all four study intersections – in combination with planned roadway network improvements in the Fort Ord Reuse Authority Capital Improvement Plan – would continue to operate at or better than the City of Seaside LOS C standard under cumulative, or future conditions. The main improvement is the widening of Gigling Road from its current 2 lanes to 4 lanes from General Jim Moore to Eastside Road. This roadway is forecasted to operate at a deficient LOS E assuming its current 2-lane configuration. It will operate at LOS B with widening to 4 lanes. According to the 2017-2018 this improvement is scheduled to be designed in fiscal years 2017-2018 and 2018-2019 and constructed by the end of 2021. This improvement will be funded by FORA traffic impact fees and other sources.

No major traffic capacity improvements will be required on Parker Flats Cut-Off Road or Normandy Road. General Jim Moore widening has already been completed.

The project would also not impact operations on the surrounding street network during future conditions. However, it will add incrementally to cumulative impacts requiring the improvements programmed by FORA.

F. Other Circulation Issues

There is an existing mid-block crosswalk on Parker Flats Cut-Off Road approximately 130 feet north of project driveway, which connects the U.S Department of Defense buildings on either side of Parker Flats Cut-Off Road. There are no warning signs in advance of this crosswalk. It is recommended that warning signs be added to this crosswalk to better alert approaching traffic of the potential for crossing pedestrians. This would include "Pedestrian Crossing" (W11-2) signs at and in advance of this crosswalk, as required by the California Manual on Uniform Traffic Control Devices (CA MUTCD). This improvement would be the responsibility of the City of Seaside.

G. Conclusions

In summary, the proposed project would generate 293 daily trips, with 18 trips (4 in, 14 out) during the AM peak hour and 22 trips (14 in, 8 out) during the PM peak hour. The project would not add more than five trips to any peak hour movement at any of the study intersections. The project would therefore not impact operations of the surrounding street network, including under cumulative conditions.

1. The following improvement is recommended to be installed by the City of Seaside.
 - a. Warning signs should be added to the mid-block crosswalk on Parker Flats Cut-Off Road north of the project driveway to better alert approaching traffic of the potential for crossing pedestrians. This would include "Pedestrian Crossing" (W11-2) signs at and in advance of this crosswalk, as required by the California Manual on Uniform Traffic Control Devices (CA MUTCD).
2. The following improvements should be considered by the City of Seaside.
 - a. Construct sidewalks along one or both sides of Parker Flats Cut-Off Road.
 - b. Install shared-lane markings ("sharrows") along Parker Flats Cut-Off Road.
3. The project is responsible for the following mitigations.
 - a. Improve sight distance to the south of the project driveway for traffic exiting the project driveway by trimming or removing trees on the southerly side of the driveway.
 - b. A crosswalk should also be added across the secondary entrance to the U.S. Department of Defense parking area that intersects with the project access road.
 - c. Install a "Stop" sign on the existing sign post at the project driveway.
 - d. Repaint the existing "Stop" pavement legend, limit line and centerline striping on the project driveway.
 - e. Pay Fort Ord Reuse Authority (FORA) traffic impact fees.

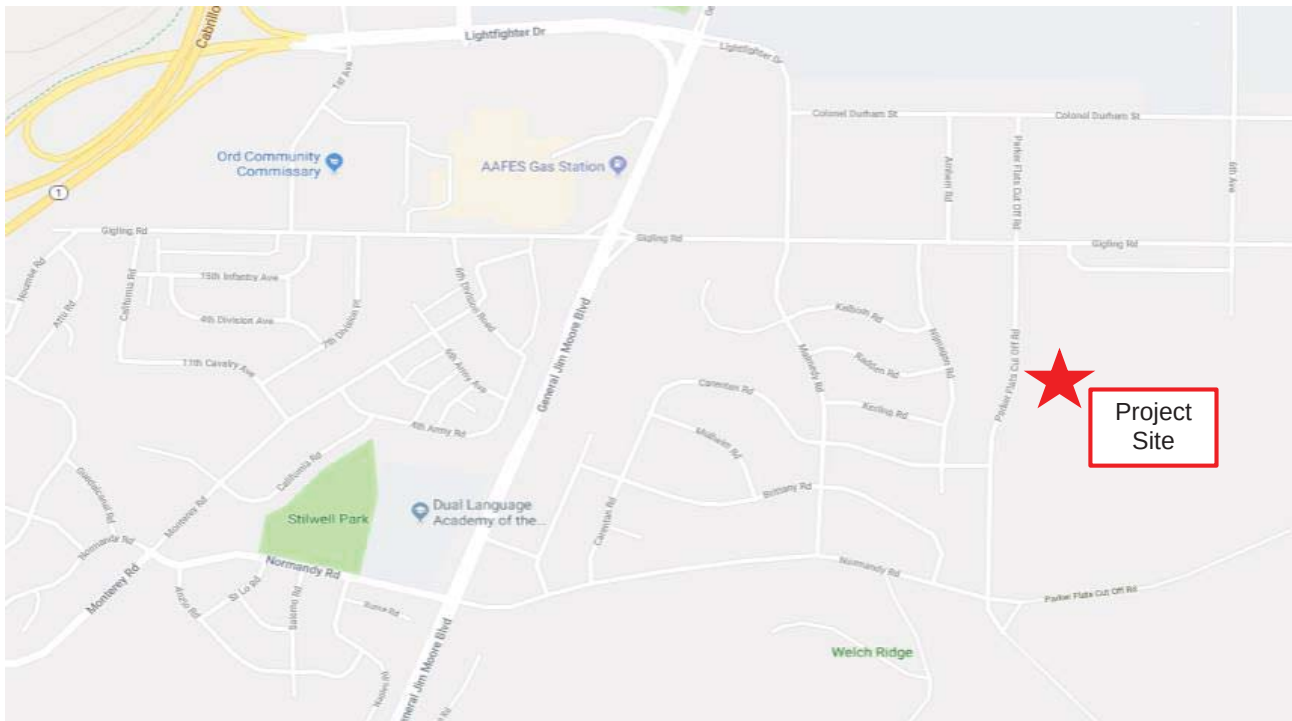
Megan Jones
March 7, 2018

If you have any questions regarding the contents of this letter or need additional information, please do not hesitate to contact me at your convenience. Thank you for the opportunity to assist you with this project.

Respectfully submitted,

Keith B. Higgins

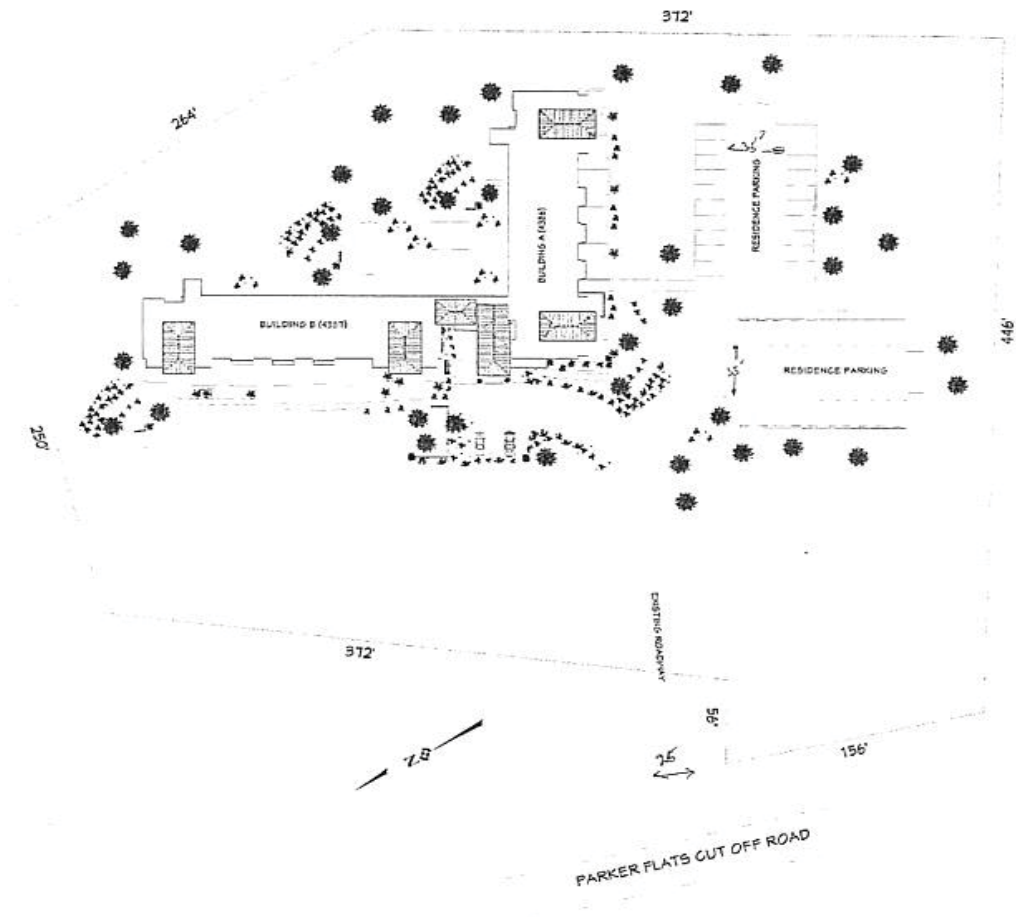
Keith B. Higgins, PE, TE
enclosures



Basemap Source: Google Maps, 2018.

Keith Higgins
Traffic Engineer

Exhibit 1
Project Location
Map



Source: The Paul Davis Partnership, October 2017.

TRIP GENERATION RATES	ITE LAND USE CODE	DAILY TRIP RATE	AM PEAK HOUR				PM PEAK HOUR			
			PEAK HOUR RATE	% OF ADT	% IN	% OUT	PEAK HOUR RATE	% OF ADT	% IN	% OUT
Apartments (per unit)	220	7.32	0.46	6%	23%	77%	0.56	8%	63%	37%

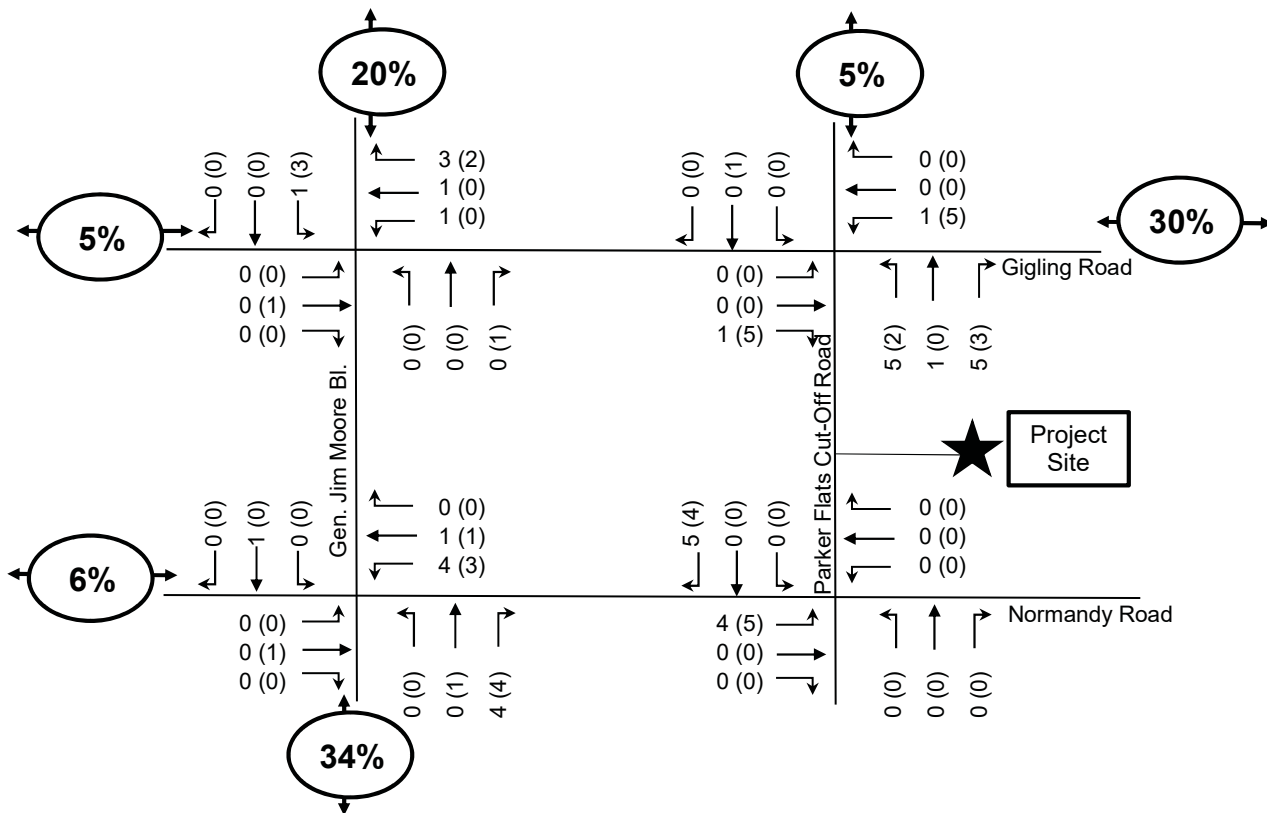
PROPOSED USE	PROJECT SIZE	DAILY TRIPS	AM PEAK HOUR				PM PEAK HOUR			
			PEAK HOUR TRIPS	% OF ADT	TRIPS IN	TRIPS OUT	PEAK HOUR TRIPS	% OF ADT	TRIPS IN	TRIPS OUT
Apartments	40 units	293	18	6%	4	14	22	8%	14	8
Subtotal:		293	18		4	14	22		14	8

Notes:

1. Trip generation rates published by Institute of Transportation Engineers (ITE) "Trip Generation Manual," 10th Edition, 2017.
2. sq. ft. = square feet

Keith Higgins
Traffic Engineer

Exhibit 3
Project Trip Generation



Notes:

1. XX (YY) = AM (PM) peak hour volumes.
2. Drawing not to scale.

Keith Higgins
Traffic Engineer

Exhibit 4
Project Trip Distribution
and Assignment
AM and PM Peak Hours

Appendix A

Level of Service Descriptions

APPENDIX A1

LEVEL OF SERVICE (LOS) DESCRIPTION SIGNALIZED INTERSECTIONS

The capacity of an urban street is related primarily to the signal timing and the geometric characteristics of the facility as well as to the composition of traffic on the facility. Geometrics are a fixed characteristic of a facility. Thus, while traffic composition may vary somewhat over time, the capacity of a facility is generally a stable value that can be significantly improved only by initiating geometric improvements. A traffic signal essentially allocates time among conflicting traffic movements that seek to use the same space. The way in which time is allocated significantly affects the operation and the capacity of the intersection and its approaches.

The methodology for signalized intersection is designed to consider individual intersection approaches and individual lane groups within approaches. A lane group consists of one or more lanes on an intersection approach. The outputs from application of the method described in the HCM 2000 and 2010 are reported on the basis of each lane. For a given lane group at a signalized intersection, three indications are displayed: green, yellow and red. The red indication may include a short period during which all indications are red, referred to as an all-red interval and the yellow indication forms the change and clearance interval between two green phases.

The methodology for analyzing the capacity and level of service must consider a wide variety of prevailing conditions, including the amount and distribution of traffic movements, traffic composition, geometric characteristics, and details of intersection signalization. The methodology addresses the capacity, LOS, and other performance measures for lane groups and the intersection approaches and the LOS for the intersection as a whole.

Capacity is evaluated in terms of the ratio of demand flow rate to capacity (v/c ratio), whereas LOS is evaluated on the basis of control delay per vehicle (in seconds per vehicle). The methodology does not take into account the potential impact of downstream congestion on intersection operation, nor does the methodology detect and adjust for the impacts of turn-pocket overflows on through traffic and intersection operation.

LEVEL OF SERVICE (LOS) CRITERIA FOR SIGNALIZED INTERSECTIONS

(Reference 2000 and 2010 Highway Capacity Manuals)

Level of Service	Control Delay (seconds / vehicle)
A	<10
B	>10 - 20
C	>20 - 35
D	>35 - 55
E	>55 - 80
F	>80

APPENDIX A2

LEVEL OF SERVICE (LOS) DESCRIPTION UNSIGNALIZED INTERSECTIONS WITH ALL-WAY STOP CONTROL (AWSC)

AWSC intersections require every vehicle to stop at the intersection before proceeding. Since each driver must stop, the judgement as to whether to proceed into the intersection is a function of traffic conditions on the other approaches. While giving priority to the driver on the right is a recognized rule in some areas, it is not a good descriptor of actual intersection operations. What happens is the development of a consensus of right-of-way that alternates between the drivers on the intersection approaches, a consensus that depends primarily on the intersection geometry and the arrival patterns at the stop line.

If no traffic is present on the other approaches, a driver can proceed immediately after the stop is made. If there is traffic on one or more of the other approaches, a driver proceeds only after determining that there are no vehicles currently in the intersection and that it is the driver's turn to proceed. Since no traffic signal controls the stream movement or allocates the right-of-way to each conflicting stream, the rate of departure is controlled by the interaction between the traffic streams themselves.

For AWSC intersections, the average control delay (in seconds per vehicle) is used as the primary measure of performance. Control delay is the increased time of travel for a vehicle approaching and passing through an AWSC intersection, compared with a free-flow vehicle if it were not required to slow down or stop at the intersection.

The criteria for AWSC intersections have different threshold values than do those for signalized intersections, primarily because drivers expect different levels of performance from different kinds of traffic control devices (i.e., traffic signals, two way stop or all way stop, etc.). The expectation is that a signalized intersection is designed to carry higher traffic volumes than an AWSC intersection and a higher level of control delay is acceptable at a signalized intersection for the same LOS.

For AWSC analysis using the HCM 2010 method, the LOS shown reflects the weighted average of the delay on each of the approaches.

LEVEL OF SERVICE (LOS) CRITERIA FOR AWSC INTERSECTIONS (Reference 2010 Highway Capacity Manual)

Level of Service	Control Delay (seconds / vehicle)
A	0 - 10
B	>10 - 15
C	>15 - 25
D	>25 - 35
E	>35 - 50
F	>50

APPENDIX A3

LEVEL OF SERVICE (LOS) DESCRIPTION UNSIGNALIZED INTERSECTIONS WITH TWO-WAY STOP CONTROL (TWSC)

TWSC intersections are widely used and stop signs are used to control vehicle movements at such intersections. At TWSC intersections, the stop-controlled approaches are referred to as the minor street approaches; they can be either public streets or private driveways. The intersection approaches that are not controlled by stop signs are referred to as the major street approaches. A three-leg intersection is considered to be a standard type of TWSC intersection if the single minor street approach (i.e. the stem of the T configuration) is controlled by a stop sign. Three-leg intersections where two of the three approaches are controlled by stop signs are a special form of unsignalized intersection control.

At TWSC intersections, drivers on the controlled approaches are required to select gaps in the major street flow through which to execute crossing or turning maneuvers on the basis of judgment. In the presence of a queue, each driver on the controlled approach must use some time to move into the front-of-queue position and prepare to evaluate gaps in the major street flow. Capacity analysis at TWSC intersections depends on a clear description and understanding of the interaction of drivers on the minor or stop-controlled approach with drivers on the major street. Both gap acceptance and empirical models have been developed to describe this interaction.

Thus, the capacity of the controlled legs is based on three factors:

- the distribution of gaps in the major street traffic stream;
- driver judgment in selecting gaps through which to execute the desired maneuvers; and
- the follow-up time required by each driver in a queue.

The delay experienced by a motorist is made up of a number of factors that relate to control, geometrics, traffic and incidents. Total delay is the difference between the travel time actually experienced and the reference travel time that would result during base conditions, in the absence of incident, control, traffic or geometric delay. Average control delay for any particular minor movement is a function of the capacity of the approach and the degree of saturation and referred to as level of service.

LEVEL OF SERVICE (LOS) CRITERIA FOR TWSC INTERSECTIONS

(Reference 2010 Highway Capacity Manuals)

Level of Service	Control Delay (seconds / vehicle)
A	0 - 10
B	>10 - 15
C	>15 - 25
D	>25 - 35
E	>35 - 50
F	>50

Appendix B

Noise Data

Freq Weight : A
 Time Weight : FAST
 Level Range : 40-100
 Max dB : 53.0 - 2018/02/23 07:16:42
 Level Range : 40-100
 SEL : 76.2
 Leq : 46.7

No.s	Date Time	(dB)
1	2018/02/23 07:11:40	44.3
2	2018/02/23 07:11:41	44.9
3	2018/02/23 07:11:42	43.9
4	2018/02/23 07:11:43	43.4
5	2018/02/23 07:11:44	43.6
6	2018/02/23 07:11:45	42.9
7	2018/02/23 07:11:46	43.9
8	2018/02/23 07:11:47	43.7
9	2018/02/23 07:11:48	43.1
10	2018/02/23 07:11:49	43.0
11	2018/02/23 07:11:50	43.5
12	2018/02/23 07:11:51	44.3
13	2018/02/23 07:11:52	46.4
14	2018/02/23 07:11:53	45.1
15	2018/02/23 07:11:54	44.5
16	2018/02/23 07:11:55	45.4
17	2018/02/23 07:11:56	46.4
18	2018/02/23 07:11:57	44.4
19	2018/02/23 07:11:58	44.4
20	2018/02/23 07:11:59	46.1
21	2018/02/23 07:12:00	44.3
22	2018/02/23 07:12:01	43.9
23	2018/02/23 07:12:02	44.5
24	2018/02/23 07:12:03	44.4
25	2018/02/23 07:12:04	45.2
26	2018/02/23 07:12:05	45.2
27	2018/02/23 07:12:06	45.6
28	2018/02/23 07:12:07	46.1
29	2018/02/23 07:12:08	46.3
30	2018/02/23 07:12:09	45.8
31	2018/02/23 07:12:10	45.6
32	2018/02/23 07:12:11	45.7
33	2018/02/23 07:12:12	44.7
34	2018/02/23 07:12:13	45.2
35	2018/02/23 07:12:14	46.1
36	2018/02/23 07:12:15	46.6
37	2018/02/23 07:12:16	48.0
38	2018/02/23 07:12:17	46.4
39	2018/02/23 07:12:18	46.2
40	2018/02/23 07:12:19	47.0
41	2018/02/23 07:12:20	46.9
42	2018/02/23 07:12:21	47.7
43	2018/02/23 07:12:22	47.9
44	2018/02/23 07:12:23	47.5
45	2018/02/23 07:12:24	47.1
46	2018/02/23 07:12:25	48.3
47	2018/02/23 07:12:26	43.8
48	2018/02/23 07:12:27	44.0
49	2018/02/23 07:12:28	43.7
50	2018/02/23 07:12:29	43.5
51	2018/02/23 07:12:30	43.5
52	2018/02/23 07:12:31	44.8
53	2018/02/23 07:12:32	45.2
54	2018/02/23 07:12:33	45.2
55	2018/02/23 07:12:34	45.1
56	2018/02/23 07:12:35	45.2
57	2018/02/23 07:12:36	45.8
58	2018/02/23 07:12:37	46.7
59	2018/02/23 07:12:38	46.3
60	2018/02/23 07:12:39	45.5
61	2018/02/23 07:12:40	45.0
62	2018/02/23 07:12:41	43.4
63	2018/02/23 07:12:42	45.1
64	2018/02/23 07:12:43	45.0
65	2018/02/23 07:12:44	45.2
66	2018/02/23 07:12:45	44.6
67	2018/02/23 07:12:46	44.3
68	2018/02/23 07:12:47	44.3
69	2018/02/23 07:12:48	44.3
70	2018/02/23 07:12:49	43.0
71	2018/02/23 07:12:50	44.0
72	2018/02/23 07:12:51	44.7
73	2018/02/23 07:12:52	43.4
74	2018/02/23 07:12:53	44.6
75	2018/02/23 07:12:54	43.9
76	2018/02/23 07:12:55	43.8
77	2018/02/23 07:12:56	43.7
78	2018/02/23 07:12:57	45.3
79	2018/02/23 07:12:58	45.2
80	2018/02/23 07:12:59	45.0
81	2018/02/23 07:13:00	44.6
82	2018/02/23 07:13:01	44.7
83	2018/02/23 07:13:02	45.9
84	2018/02/23 07:13:03	45.7
85	2018/02/23 07:13:04	44.5

86	2018/02/23	07:13:05	46.7
87	2018/02/23	07:13:06	47.6
88	2018/02/23	07:13:07	47.2
89	2018/02/23	07:13:08	47.1
90	2018/02/23	07:13:09	46.9
91	2018/02/23	07:13:10	46.5
92	2018/02/23	07:13:11	45.6
93	2018/02/23	07:13:12	44.3
94	2018/02/23	07:13:13	45.0
95	2018/02/23	07:13:14	44.1
96	2018/02/23	07:13:15	44.3
97	2018/02/23	07:13:16	43.6
98	2018/02/23	07:13:17	43.2
99	2018/02/23	07:13:18	46.2
100	2018/02/23	07:13:19	45.5
101	2018/02/23	07:13:20	46.2
102	2018/02/23	07:13:21	47.0
103	2018/02/23	07:13:22	46.7
104	2018/02/23	07:13:23	47.1
105	2018/02/23	07:13:24	46.8
106	2018/02/23	07:13:25	45.3
107	2018/02/23	07:13:26	45.9
108	2018/02/23	07:13:27	44.0
109	2018/02/23	07:13:28	44.8
110	2018/02/23	07:13:29	46.4
111	2018/02/23	07:13:30	46.5
112	2018/02/23	07:13:31	47.2
113	2018/02/23	07:13:32	45.4
114	2018/02/23	07:13:33	45.2
115	2018/02/23	07:13:34	45.6
116	2018/02/23	07:13:35	44.0
117	2018/02/23	07:13:36	46.3
118	2018/02/23	07:13:37	47.1
119	2018/02/23	07:13:38	46.1
120	2018/02/23	07:13:39	46.7
121	2018/02/23	07:13:40	48.2
122	2018/02/23	07:13:41	48.6
123	2018/02/23	07:13:42	46.3
124	2018/02/23	07:13:43	45.4
125	2018/02/23	07:13:44	45.2
126	2018/02/23	07:13:45	47.4
127	2018/02/23	07:13:46	47.0
128	2018/02/23	07:13:47	47.0
129	2018/02/23	07:13:48	46.8
130	2018/02/23	07:13:49	45.1
131	2018/02/23	07:13:50	43.4
132	2018/02/23	07:13:51	43.5
133	2018/02/23	07:13:52	44.3
134	2018/02/23	07:13:53	44.1
135	2018/02/23	07:13:54	45.0
136	2018/02/23	07:13:55	45.9
137	2018/02/23	07:13:56	45.1
138	2018/02/23	07:13:57	45.0
139	2018/02/23	07:13:58	44.9
140	2018/02/23	07:13:59	44.2
141	2018/02/23	07:14:00	43.8
142	2018/02/23	07:14:01	43.3
143	2018/02/23	07:14:02	43.4
144	2018/02/23	07:14:03	43.3
145	2018/02/23	07:14:04	43.8
146	2018/02/23	07:14:05	43.3
147	2018/02/23	07:14:06	41.0
148	2018/02/23	07:14:07	42.6
149	2018/02/23	07:14:08	42.5
150	2018/02/23	07:14:09	43.4
151	2018/02/23	07:14:10	43.6
152	2018/02/23	07:14:11	43.6
153	2018/02/23	07:14:12	45.1
154	2018/02/23	07:14:13	45.7
155	2018/02/23	07:14:14	45.8
156	2018/02/23	07:14:15	44.7
157	2018/02/23	07:14:16	44.5
158	2018/02/23	07:14:17	45.0
159	2018/02/23	07:14:18	44.7
160	2018/02/23	07:14:19	43.4
161	2018/02/23	07:14:20	42.8
162	2018/02/23	07:14:21	42.8
163	2018/02/23	07:14:22	43.5
164	2018/02/23	07:14:23	44.2
165	2018/02/23	07:14:24	44.0
166	2018/02/23	07:14:25	44.8
167	2018/02/23	07:14:26	46.0
168	2018/02/23	07:14:27	44.5
169	2018/02/23	07:14:28	44.1
170	2018/02/23	07:14:29	43.5
171	2018/02/23	07:14:30	43.1
172	2018/02/23	07:14:31	42.0
173	2018/02/23	07:14:32	45.9
174	2018/02/23	07:14:33	43.8
175	2018/02/23	07:14:34	45.4
176	2018/02/23	07:14:35	44.9
177	2018/02/23	07:14:36	45.5
178	2018/02/23	07:14:37	46.1
179	2018/02/23	07:14:38	49.2
180	2018/02/23	07:14:39	47.6
181	2018/02/23	07:14:40	48.0
182	2018/02/23	07:14:41	47.0
183	2018/02/23	07:14:42	47.8
184	2018/02/23	07:14:43	47.3

185	2018/02/23	07:14:44	50.7
186	2018/02/23	07:14:45	50.2
187	2018/02/23	07:14:46	50.8
188	2018/02/23	07:14:47	48.8
189	2018/02/23	07:14:48	47.8
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194	2018/02/23	07:14:53	46.8
195	2018/02/23	07:14:54	46.6
196	2018/02/23	07:14:55	46.7
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848	2018/02/23	07:25:47	46.4
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879	2018/02/23	07:26:18	48.5
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885	2018/02/23	07:26:24	50.1
886	2018/02/23	07:26:25	49.8
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888	2018/02/23	07:26:27	49.5
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891	2018/02/23	07:26:30	46.7
892	2018/02/23	07:26:31	47.8
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894	2018/02/23	07:26:33	48.7
895	2018/02/23	07:26:34	47.1
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897	2018/02/23	07:26:36	47.4
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Freq Weight : A
 Time Weight : FAST
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 Max dB : 77.0 - 2018/02/23 07:48:33
 Level Range : 40-100
 SEL : 90.9
 Leq : 61.4

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4	2018/02/23 07:37:09	52.8
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7	2018/02/23 07:37:12	58.8
8	2018/02/23 07:37:13	64.2
9	2018/02/23 07:37:14	67.6
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13	2018/02/23 07:37:18	56.2
14	2018/02/23 07:37:19	56.6
15	2018/02/23 07:37:20	53.5
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18	2018/02/23 07:37:23	49.7
19	2018/02/23 07:37:24	48.5
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47	2018/02/23 07:37:52	46.0
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151	2018/02/23	07:39:36	56.9
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574	2018/02/23	07:46:39	56.9
575	2018/02/23	07:46:40	55.1
576	2018/02/23	07:46:41	54.5
577	2018/02/23	07:46:42	54.1
578	2018/02/23	07:46:43	54.0
579	2018/02/23	07:46:44	54.4
580	2018/02/23	07:46:45	54.8

581	2018/02/23	07:46:46	52.6
582	2018/02/23	07:46:47	51.9
583	2018/02/23	07:46:48	51.5
584	2018/02/23	07:46:49	52.4
585	2018/02/23	07:46:50	52.6
586	2018/02/23	07:46:51	53.6
587	2018/02/23	07:46:52	55.2
588	2018/02/23	07:46:53	55.8
589	2018/02/23	07:46:54	58.1
590	2018/02/23	07:46:55	57.2
591	2018/02/23	07:46:56	59.1
592	2018/02/23	07:46:57	64.3
593	2018/02/23	07:46:58	72.8
594	2018/02/23	07:46:59	70.6
595	2018/02/23	07:47:00	62.2
596	2018/02/23	07:47:01	63.2
597	2018/02/23	07:47:02	66.7
598	2018/02/23	07:47:03	68.8
599	2018/02/23	07:47:04	69.1
600	2018/02/23	07:47:05	68.9
601	2018/02/23	07:47:06	65.2
602	2018/02/23	07:47:07	61.8
603	2018/02/23	07:47:08	61.0
604	2018/02/23	07:47:09	60.7
605	2018/02/23	07:47:10	61.8
606	2018/02/23	07:47:11	63.0
607	2018/02/23	07:47:12	68.8
608	2018/02/23	07:47:13	74.4
609	2018/02/23	07:47:14	64.2
610	2018/02/23	07:47:15	59.4
611	2018/02/23	07:47:16	57.5
612	2018/02/23	07:47:17	58.1
613	2018/02/23	07:47:18	57.1
614	2018/02/23	07:47:19	57.4
615	2018/02/23	07:47:20	57.0
616	2018/02/23	07:47:21	55.9
617	2018/02/23	07:47:22	57.6
618	2018/02/23	07:47:23	57.7
619	2018/02/23	07:47:24	54.9
620	2018/02/23	07:47:25	54.3
621	2018/02/23	07:47:26	55.3
622	2018/02/23	07:47:27	49.9
623	2018/02/23	07:47:28	46.2
624	2018/02/23	07:47:29	53.1
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626	2018/02/23	07:47:31	48.1
627	2018/02/23	07:47:32	45.6
628	2018/02/23	07:47:33	45.9
629	2018/02/23	07:47:34	54.5
630	2018/02/23	07:47:35	46.1
631	2018/02/23	07:47:36	50.4
632	2018/02/23	07:47:37	49.5
633	2018/02/23	07:47:38	58.9
634	2018/02/23	07:47:39	54.4
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636	2018/02/23	07:47:41	51.1
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638	2018/02/23	07:47:43	52.2
639	2018/02/23	07:47:44	46.8
640	2018/02/23	07:47:45	45.6
641	2018/02/23	07:47:46	52.0
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643	2018/02/23	07:47:48	51.1
644	2018/02/23	07:47:49	47.4
645	2018/02/23	07:47:50	53.8
646	2018/02/23	07:47:51	47.0
647	2018/02/23	07:47:52	47.5
648	2018/02/23	07:47:53	54.2
649	2018/02/23	07:47:54	49.3
650	2018/02/23	07:47:55	48.9
651	2018/02/23	07:47:56	48.2
652	2018/02/23	07:47:57	48.9
653	2018/02/23	07:47:58	49.6
654	2018/02/23	07:47:59	50.6
655	2018/02/23	07:48:00	56.0
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657	2018/02/23	07:48:02	53.1
658	2018/02/23	07:48:03	52.9
659	2018/02/23	07:48:04	55.5
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661	2018/02/23	07:48:06	61.2
662	2018/02/23	07:48:07	63.1
663	2018/02/23	07:48:08	64.6
664	2018/02/23	07:48:09	65.8
665	2018/02/23	07:48:10	68.5
666	2018/02/23	07:48:11	68.0
667	2018/02/23	07:48:12	61.7
668	2018/02/23	07:48:13	62.0
669	2018/02/23	07:48:14	60.0
670	2018/02/23	07:48:15	59.9
671	2018/02/23	07:48:16	60.0
672	2018/02/23	07:48:17	59.1
673	2018/02/23	07:48:18	60.6
674	2018/02/23	07:48:19	61.0
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676	2018/02/23	07:48:21	65.7
677	2018/02/23	07:48:22	70.4
678	2018/02/23	07:48:23	70.0
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680	2018/02/23	07:48:25	64.3
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682	2018/02/23	07:48:27	70.2
683	2018/02/23	07:48:28	73.3
684	2018/02/23	07:48:29	66.0
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686	2018/02/23	07:48:31	68.4
687	2018/02/23	07:48:32	75.0
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689	2018/02/23	07:48:34	69.2
690	2018/02/23	07:48:35	65.6
691	2018/02/23	07:48:36	62.6
692	2018/02/23	07:48:37	59.0
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694	2018/02/23	07:48:39	54.4
695	2018/02/23	07:48:40	54.6
696	2018/02/23	07:48:41	54.7
697	2018/02/23	07:48:42	54.5
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699	2018/02/23	07:48:44	54.5
700	2018/02/23	07:48:45	53.7
701	2018/02/23	07:48:46	55.0
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704	2018/02/23	07:48:49	68.9
705	2018/02/23	07:48:50	66.1
706	2018/02/23	07:48:51	57.7
707	2018/02/23	07:48:52	53.6
708	2018/02/23	07:48:53	53.2
709	2018/02/23	07:48:54	52.7
710	2018/02/23	07:48:55	51.4
711	2018/02/23	07:48:56	50.2
712	2018/02/23	07:48:57	50.3
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714	2018/02/23	07:48:59	48.8
715	2018/02/23	07:49:00	48.3
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717	2018/02/23	07:49:02	47.8
718	2018/02/23	07:49:03	48.2
719	2018/02/23	07:49:04	50.0
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721	2018/02/23	07:49:06	48.6
722	2018/02/23	07:49:07	47.5
723	2018/02/23	07:49:08	47.9
724	2018/02/23	07:49:09	46.0
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726	2018/02/23	07:49:11	47.8
727	2018/02/23	07:49:12	53.9
728	2018/02/23	07:49:13	55.6
729	2018/02/23	07:49:14	51.2
730	2018/02/23	07:49:15	51.4
731	2018/02/23	07:49:16	51.0
732	2018/02/23	07:49:17	50.3
733	2018/02/23	07:49:18	50.3
734	2018/02/23	07:49:19	50.5
735	2018/02/23	07:49:20	53.2
736	2018/02/23	07:49:21	56.4
737	2018/02/23	07:49:22	59.7
738	2018/02/23	07:49:23	61.3
739	2018/02/23	07:49:24	61.4
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743	2018/02/23	07:49:28	47.8
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745	2018/02/23	07:49:30	49.7
746	2018/02/23	07:49:31	49.7
747	2018/02/23	07:49:32	49.8
748	2018/02/23	07:49:33	50.7
749	2018/02/23	07:49:34	49.7
750	2018/02/23	07:49:35	49.6
751	2018/02/23	07:49:36	54.4
752	2018/02/23	07:49:37	50.6
753	2018/02/23	07:49:38	51.6
754	2018/02/23	07:49:39	52.3
755	2018/02/23	07:49:40	54.3
756	2018/02/23	07:49:41	56.6
757	2018/02/23	07:49:42	62.6
758	2018/02/23	07:49:43	67.8
759	2018/02/23	07:49:44	62.2
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761	2018/02/23	07:49:46	57.2
762	2018/02/23	07:49:47	56.6
763	2018/02/23	07:49:48	54.5
764	2018/02/23	07:49:49	52.9
765	2018/02/23	07:49:50	52.4
766	2018/02/23	07:49:51	52.0
767	2018/02/23	07:49:52	54.3
768	2018/02/23	07:49:53	52.9
769	2018/02/23	07:49:54	48.5
770	2018/02/23	07:49:55	48.4
771	2018/02/23	07:49:56	48.6
772	2018/02/23	07:49:57	47.6
773	2018/02/23	07:49:58	47.9
774	2018/02/23	07:49:59	48.5
775	2018/02/23	07:50:00	48.7
776	2018/02/23	07:50:01	49.1
777	2018/02/23	07:50:02	48.5
778	2018/02/23	07:50:03	49.6

779	2018/02/23	07:50:04	50.6
780	2018/02/23	07:50:05	51.5
781	2018/02/23	07:50:06	52.6
782	2018/02/23	07:50:07	54.4
783	2018/02/23	07:50:08	56.8
784	2018/02/23	07:50:09	57.8
785	2018/02/23	07:50:10	60.8
786	2018/02/23	07:50:11	65.2
787	2018/02/23	07:50:12	70.7
788	2018/02/23	07:50:13	69.9
789	2018/02/23	07:50:14	63.7
790	2018/02/23	07:50:15	59.3
791	2018/02/23	07:50:16	55.1
792	2018/02/23	07:50:17	54.2
793	2018/02/23	07:50:18	55.1
794	2018/02/23	07:50:19	55.6
795	2018/02/23	07:50:20	53.7
796	2018/02/23	07:50:21	52.5
797	2018/02/23	07:50:22	53.7
798	2018/02/23	07:50:23	54.4
799	2018/02/23	07:50:24	56.0
800	2018/02/23	07:50:25	57.8
801	2018/02/23	07:50:26	61.0
802	2018/02/23	07:50:27	65.5
803	2018/02/23	07:50:28	69.5
804	2018/02/23	07:50:29	67.6
805	2018/02/23	07:50:30	63.7
806	2018/02/23	07:50:31	64.6
807	2018/02/23	07:50:32	67.1
808	2018/02/23	07:50:33	66.2
809	2018/02/23	07:50:34	69.2
810	2018/02/23	07:50:35	70.0
811	2018/02/23	07:50:36	65.7
812	2018/02/23	07:50:37	60.9
813	2018/02/23	07:50:38	58.9
814	2018/02/23	07:50:39	57.5
815	2018/02/23	07:50:40	57.1
816	2018/02/23	07:50:41	55.4
817	2018/02/23	07:50:42	54.5
818	2018/02/23	07:50:43	55.4
819	2018/02/23	07:50:44	54.1
820	2018/02/23	07:50:45	49.3
821	2018/02/23	07:50:46	47.3
822	2018/02/23	07:50:47	45.5
823	2018/02/23	07:50:48	44.7
824	2018/02/23	07:50:49	46.6
825	2018/02/23	07:50:50	49.0
826	2018/02/23	07:50:51	50.1
827	2018/02/23	07:50:52	52.0
828	2018/02/23	07:50:53	54.4
829	2018/02/23	07:50:54	54.7
830	2018/02/23	07:50:55	54.8
831	2018/02/23	07:50:56	53.2
832	2018/02/23	07:50:57	52.7
833	2018/02/23	07:50:58	52.5
834	2018/02/23	07:50:59	53.7
835	2018/02/23	07:51:00	57.9
836	2018/02/23	07:51:01	65.9
837	2018/02/23	07:51:02	68.3
838	2018/02/23	07:51:03	66.2
839	2018/02/23	07:51:04	67.8
840	2018/02/23	07:51:05	63.5
841	2018/02/23	07:51:06	59.9
842	2018/02/23	07:51:07	58.0
843	2018/02/23	07:51:08	57.8
844	2018/02/23	07:51:09	57.1
845	2018/02/23	07:51:10	56.9
846	2018/02/23	07:51:11	56.2
847	2018/02/23	07:51:12	55.3
848	2018/02/23	07:51:13	57.0
849	2018/02/23	07:51:14	57.0
850	2018/02/23	07:51:15	56.0
851	2018/02/23	07:51:16	56.4
852	2018/02/23	07:51:17	58.0
853	2018/02/23	07:51:18	60.3
854	2018/02/23	07:51:19	63.5
855	2018/02/23	07:51:20	67.8
856	2018/02/23	07:51:21	66.0
857	2018/02/23	07:51:22	58.6
858	2018/02/23	07:51:23	55.1
859	2018/02/23	07:51:24	54.4
860	2018/02/23	07:51:25	54.5
861	2018/02/23	07:51:26	57.1
862	2018/02/23	07:51:27	59.2
863	2018/02/23	07:51:28	61.4
864	2018/02/23	07:51:29	65.2
865	2018/02/23	07:51:30	70.0
866	2018/02/23	07:51:31	66.6
867	2018/02/23	07:51:32	70.8
868	2018/02/23	07:51:33	66.3
869	2018/02/23	07:51:34	61.8
870	2018/02/23	07:51:35	61.0
871	2018/02/23	07:51:36	60.3
872	2018/02/23	07:51:37	57.3
873	2018/02/23	07:51:38	56.8
874	2018/02/23	07:51:39	56.6
875	2018/02/23	07:51:40	57.4
876	2018/02/23	07:51:41	56.4
877	2018/02/23	07:51:42	55.6

878	2018/02/23	07:51:43	55.7
879	2018/02/23	07:51:44	56.5
880	2018/02/23	07:51:45	57.1
881	2018/02/23	07:51:46	58.9
882	2018/02/23	07:51:47	60.4
883	2018/02/23	07:51:48	65.4
884	2018/02/23	07:51:49	70.1
885	2018/02/23	07:51:50	73.9
886	2018/02/23	07:51:51	66.6
887	2018/02/23	07:51:52	62.1
888	2018/02/23	07:51:53	60.3
889	2018/02/23	07:51:54	58.0
890	2018/02/23	07:51:55	58.1
891	2018/02/23	07:51:56	57.3
892	2018/02/23	07:51:57	56.8
893	2018/02/23	07:51:58	56.5
894	2018/02/23	07:51:59	55.5
895	2018/02/23	07:52:00	53.3
896	2018/02/23	07:52:01	53.6
897	2018/02/23	07:52:02	53.1
898	2018/02/23	07:52:03	54.2
899	2018/02/23	07:52:04	53.4
900	2018/02/23	07:52:05	54.4

Freq Weight : A
 Time Weight : FAST
 Level Range : 40-100
 Max dB : 72.5 - 2018/02/23 08:15:36
 Level Range : 40-100
 SEL : 81.8
 Leq : 52.3

No.s	Date Time	(dB)
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3	2018/02/23 08:03:44	43.0
4	2018/02/23 08:03:45	42.8
5	2018/02/23 08:03:46	42.8
6	2018/02/23 08:03:47	39.4
7	2018/02/23 08:03:48	39.1
8	2018/02/23 08:03:49	39.8
9	2018/02/23 08:03:50	39.7
10	2018/02/23 08:03:51	40.7
11	2018/02/23 08:03:52	41.4
12	2018/02/23 08:03:53	41.1
13	2018/02/23 08:03:54	41.2
14	2018/02/23 08:03:55	40.3
15	2018/02/23 08:03:56	40.2
16	2018/02/23 08:03:57	41.1
17	2018/02/23 08:03:58	41.3
18	2018/02/23 08:03:59	41.4
19	2018/02/23 08:04:00	40.4
20	2018/02/23 08:04:01	39.5
21	2018/02/23 08:04:02	40.2
22	2018/02/23 08:04:03	44.2
23	2018/02/23 08:04:04	41.0
24	2018/02/23 08:04:05	40.3
25	2018/02/23 08:04:06	39.9
26	2018/02/23 08:04:07	40.5
27	2018/02/23 08:04:08	40.2
28	2018/02/23 08:04:09	40.4
29	2018/02/23 08:04:10	40.4
30	2018/02/23 08:04:11	40.4
31	2018/02/23 08:04:12	41.4
32	2018/02/23 08:04:13	42.7
33	2018/02/23 08:04:14	43.3
34	2018/02/23 08:04:15	41.2
35	2018/02/23 08:04:16	41.4
36	2018/02/23 08:04:17	40.6
37	2018/02/23 08:04:18	41.7
38	2018/02/23 08:04:19	40.7
39	2018/02/23 08:04:20	41.9
40	2018/02/23 08:04:21	42.8
41	2018/02/23 08:04:22	40.8
42	2018/02/23 08:04:23	41.8
43	2018/02/23 08:04:24	43.4
44	2018/02/23 08:04:25	41.0
45	2018/02/23 08:04:26	40.6
46	2018/02/23 08:04:27	40.1
47	2018/02/23 08:04:28	40.2
48	2018/02/23 08:04:29	41.7
49	2018/02/23 08:04:30	40.0
50	2018/02/23 08:04:31	40.6
51	2018/02/23 08:04:32	40.7
52	2018/02/23 08:04:33	43.3
53	2018/02/23 08:04:34	39.8
54	2018/02/23 08:04:35	42.1
55	2018/02/23 08:04:36	39.9
56	2018/02/23 08:04:37	40.1
57	2018/02/23 08:04:38	41.1
58	2018/02/23 08:04:39	40.9
59	2018/02/23 08:04:40	41.4
60	2018/02/23 08:04:41	41.0
61	2018/02/23 08:04:42	41.0
62	2018/02/23 08:04:43	41.6
63	2018/02/23 08:04:44	41.6
64	2018/02/23 08:04:45	41.2
65	2018/02/23 08:04:46	42.5
66	2018/02/23 08:04:47	42.5
67	2018/02/23 08:04:48	41.1
68	2018/02/23 08:04:49	48.3
69	2018/02/23 08:04:50	39.8
70	2018/02/23 08:04:51	41.0
71	2018/02/23 08:04:52	42.1
72	2018/02/23 08:04:53	42.0
73	2018/02/23 08:04:54	44.3
74	2018/02/23 08:04:55	43.9
75	2018/02/23 08:04:56	42.4
76	2018/02/23 08:04:57	42.0
77	2018/02/23 08:04:58	41.6
78	2018/02/23 08:04:59	41.7
79	2018/02/23 08:05:00	41.4
80	2018/02/23 08:05:01	41.5
81	2018/02/23 08:05:02	41.0
82	2018/02/23 08:05:03	43.1
83	2018/02/23 08:05:04	46.3
84	2018/02/23 08:05:05	50.3
85	2018/02/23 08:05:06	52.4

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88	2018/02/23	08:05:09	70.2
89	2018/02/23	08:05:10	66.0
90	2018/02/23	08:05:11	59.2
91	2018/02/23	08:05:12	55.2
92	2018/02/23	08:05:13	53.7
93	2018/02/23	08:05:14	52.3
94	2018/02/23	08:05:15	52.2
95	2018/02/23	08:05:16	48.3
96	2018/02/23	08:05:17	46.5
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98	2018/02/23	08:05:19	46.0
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103	2018/02/23	08:05:24	41.4
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106	2018/02/23	08:05:27	43.7
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112	2018/02/23	08:05:33	41.3
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118	2018/02/23	08:05:39	40.4
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130	2018/02/23	08:05:51	39.4
131	2018/02/23	08:05:52	43.4
132	2018/02/23	08:05:53	39.6
133	2018/02/23	08:05:54	40.2
134	2018/02/23	08:05:55	39.2
135	2018/02/23	08:05:56	40.4
136	2018/02/23	08:05:57	39.2
137	2018/02/23	08:05:58	40.5
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526	2018/02/23	08:12:27	39.8
527	2018/02/23	08:12:28	48.6
528	2018/02/23	08:12:29	38.5
529	2018/02/23	08:12:30	43.4
530	2018/02/23	08:12:31	37.7
531	2018/02/23	08:12:32	39.7
532	2018/02/23	08:12:33	57.8
533	2018/02/23	08:12:34	38.2
534	2018/02/23	08:12:35	37.3
535	2018/02/23	08:12:36	37.6
536	2018/02/23	08:12:37	41.6
537	2018/02/23	08:12:38	39.2
538	2018/02/23	08:12:39	38.4
539	2018/02/23	08:12:40	37.2
540	2018/02/23	08:12:41	40.0
541	2018/02/23	08:12:42	39.1
542	2018/02/23	08:12:43	45.8
543	2018/02/23	08:12:44	38.4
544	2018/02/23	08:12:45	39.2
545	2018/02/23	08:12:46	41.3
546	2018/02/23	08:12:47	38.8
547	2018/02/23	08:12:48	38.8
548	2018/02/23	08:12:49	39.8
549	2018/02/23	08:12:50	39.3
550	2018/02/23	08:12:51	40.8
551	2018/02/23	08:12:52	45.7
552	2018/02/23	08:12:53	44.6
553	2018/02/23	08:12:54	47.5
554	2018/02/23	08:12:55	45.0
555	2018/02/23	08:12:56	39.9
556	2018/02/23	08:12:57	40.5
557	2018/02/23	08:12:58	38.1
558	2018/02/23	08:12:59	38.6
559	2018/02/23	08:13:00	40.3
560	2018/02/23	08:13:01	40.9
561	2018/02/23	08:13:02	40.0
562	2018/02/23	08:13:03	39.4
563	2018/02/23	08:13:04	39.6
564	2018/02/23	08:13:05	38.8
565	2018/02/23	08:13:06	39.5
566	2018/02/23	08:13:07	41.6
567	2018/02/23	08:13:08	39.1
568	2018/02/23	08:13:09	39.4
569	2018/02/23	08:13:10	40.4
570	2018/02/23	08:13:11	37.8
571	2018/02/23	08:13:12	40.1
572	2018/02/23	08:13:13	39.0
573	2018/02/23	08:13:14	39.1
574	2018/02/23	08:13:15	39.7
575	2018/02/23	08:13:16	38.7
576	2018/02/23	08:13:17	37.2
577	2018/02/23	08:13:18	37.1
578	2018/02/23	08:13:19	43.7
579	2018/02/23	08:13:20	41.5
580	2018/02/23	08:13:21	40.3

581	2018/02/23	08:13:22	40.5
582	2018/02/23	08:13:23	38.2
583	2018/02/23	08:13:24	41.8
584	2018/02/23	08:13:25	41.7
585	2018/02/23	08:13:26	40.0
586	2018/02/23	08:13:27	41.4
587	2018/02/23	08:13:28	39.0
588	2018/02/23	08:13:29	40.3
589	2018/02/23	08:13:30	41.6
590	2018/02/23	08:13:31	40.7
591	2018/02/23	08:13:32	40.3
592	2018/02/23	08:13:33	45.2
593	2018/02/23	08:13:34	42.8
594	2018/02/23	08:13:35	42.2
595	2018/02/23	08:13:36	40.5
596	2018/02/23	08:13:37	41.1
597	2018/02/23	08:13:38	39.8
598	2018/02/23	08:13:39	38.9
599	2018/02/23	08:13:40	39.5
600	2018/02/23	08:13:41	39.5
601	2018/02/23	08:13:42	40.1
602	2018/02/23	08:13:43	43.4
603	2018/02/23	08:13:44	43.6
604	2018/02/23	08:13:45	44.4
605	2018/02/23	08:13:46	41.3
606	2018/02/23	08:13:47	41.4
607	2018/02/23	08:13:48	44.0
608	2018/02/23	08:13:49	48.3
609	2018/02/23	08:13:50	47.7
610	2018/02/23	08:13:51	43.7
611	2018/02/23	08:13:52	42.6
612	2018/02/23	08:13:53	45.1
613	2018/02/23	08:13:54	41.2
614	2018/02/23	08:13:55	43.6
615	2018/02/23	08:13:56	40.9
616	2018/02/23	08:13:57	42.1
617	2018/02/23	08:13:58	39.7
618	2018/02/23	08:13:59	39.9
619	2018/02/23	08:14:00	43.5
620	2018/02/23	08:14:01	42.7
621	2018/02/23	08:14:02	42.3
622	2018/02/23	08:14:03	45.2
623	2018/02/23	08:14:04	43.0
624	2018/02/23	08:14:05	44.0
625	2018/02/23	08:14:06	39.8
626	2018/02/23	08:14:07	40.5
627	2018/02/23	08:14:08	46.0
628	2018/02/23	08:14:09	42.9
629	2018/02/23	08:14:10	43.5
630	2018/02/23	08:14:11	39.2
631	2018/02/23	08:14:12	37.8
632	2018/02/23	08:14:13	36.5
633	2018/02/23	08:14:14	42.0
634	2018/02/23	08:14:15	38.9
635	2018/02/23	08:14:16	41.7
636	2018/02/23	08:14:17	36.9
637	2018/02/23	08:14:18	43.1
638	2018/02/23	08:14:19	39.7
639	2018/02/23	08:14:20	38.0
640	2018/02/23	08:14:21	37.6
641	2018/02/23	08:14:22	40.0
642	2018/02/23	08:14:23	39.7
643	2018/02/23	08:14:24	38.0
644	2018/02/23	08:14:25	37.1
645	2018/02/23	08:14:26	40.7
646	2018/02/23	08:14:27	41.0
647	2018/02/23	08:14:28	38.6
648	2018/02/23	08:14:29	40.1
649	2018/02/23	08:14:30	37.0
650	2018/02/23	08:14:31	36.9
651	2018/02/23	08:14:32	37.4
652	2018/02/23	08:14:33	38.2
653	2018/02/23	08:14:34	38.1
654	2018/02/23	08:14:35	38.4
655	2018/02/23	08:14:36	37.7
656	2018/02/23	08:14:37	40.1
657	2018/02/23	08:14:38	40.0
658	2018/02/23	08:14:39	38.2
659	2018/02/23	08:14:40	38.5
660	2018/02/23	08:14:41	38.0
661	2018/02/23	08:14:42	46.1
662	2018/02/23	08:14:43	41.7
663	2018/02/23	08:14:44	41.6
664	2018/02/23	08:14:45	44.7
665	2018/02/23	08:14:46	47.4
666	2018/02/23	08:14:47	48.8
667	2018/02/23	08:14:48	49.1
668	2018/02/23	08:14:49	49.9
669	2018/02/23	08:14:50	51.9
670	2018/02/23	08:14:51	53.9
671	2018/02/23	08:14:52	54.5
672	2018/02/23	08:14:53	55.2
673	2018/02/23	08:14:54	57.6
674	2018/02/23	08:14:55	63.7
675	2018/02/23	08:14:56	69.6
676	2018/02/23	08:14:57	63.5
677	2018/02/23	08:14:58	58.0
678	2018/02/23	08:14:59	53.1
679	2018/02/23	08:15:00	51.2

680	2018/02/23	08:15:01	49.1
681	2018/02/23	08:15:02	46.2
682	2018/02/23	08:15:03	42.3
683	2018/02/23	08:15:04	40.4
684	2018/02/23	08:15:05	38.8
685	2018/02/23	08:15:06	45.9
686	2018/02/23	08:15:07	45.5
687	2018/02/23	08:15:08	36.9
688	2018/02/23	08:15:09	36.9
689	2018/02/23	08:15:10	36.9
690	2018/02/23	08:15:11	36.9
691	2018/02/23	08:15:12	37.2
692	2018/02/23	08:15:13	37.2
693	2018/02/23	08:15:14	41.0
694	2018/02/23	08:15:15	37.8
695	2018/02/23	08:15:16	37.3
696	2018/02/23	08:15:17	37.6
697	2018/02/23	08:15:18	37.7
698	2018/02/23	08:15:19	37.6
699	2018/02/23	08:15:20	37.0
700	2018/02/23	08:15:21	39.0
701	2018/02/23	08:15:22	40.2
702	2018/02/23	08:15:23	37.4
703	2018/02/23	08:15:24	50.5
704	2018/02/23	08:15:25	61.1
705	2018/02/23	08:15:26	69.0
706	2018/02/23	08:15:27	60.9
707	2018/02/23	08:15:28	51.2
708	2018/02/23	08:15:29	42.4
709	2018/02/23	08:15:30	44.2
710	2018/02/23	08:15:31	47.8
711	2018/02/23	08:15:32	60.8
712	2018/02/23	08:15:33	67.8
713	2018/02/23	08:15:34	60.5
714	2018/02/23	08:15:35	65.0
715	2018/02/23	08:15:36	71.7
716	2018/02/23	08:15:37	63.6
717	2018/02/23	08:15:38	58.3
718	2018/02/23	08:15:39	55.0
719	2018/02/23	08:15:40	55.0
720	2018/02/23	08:15:41	65.3
721	2018/02/23	08:15:42	55.2
722	2018/02/23	08:15:43	51.9
723	2018/02/23	08:15:44	48.1
724	2018/02/23	08:15:45	45.5
725	2018/02/23	08:15:46	46.1
726	2018/02/23	08:15:47	44.3
727	2018/02/23	08:15:48	43.0
728	2018/02/23	08:15:49	41.8
729	2018/02/23	08:15:50	43.4
730	2018/02/23	08:15:51	42.4
731	2018/02/23	08:15:52	40.8
732	2018/02/23	08:15:53	41.8
733	2018/02/23	08:15:54	40.3
734	2018/02/23	08:15:55	47.4
735	2018/02/23	08:15:56	50.9
736	2018/02/23	08:15:57	43.4
737	2018/02/23	08:15:58	43.7
738	2018/02/23	08:15:59	48.2
739	2018/02/23	08:16:00	42.1
740	2018/02/23	08:16:01	42.0
741	2018/02/23	08:16:02	40.4
742	2018/02/23	08:16:03	39.0
743	2018/02/23	08:16:04	39.1
744	2018/02/23	08:16:05	40.0
745	2018/02/23	08:16:06	41.4
746	2018/02/23	08:16:07	40.4
747	2018/02/23	08:16:08	42.6
748	2018/02/23	08:16:09	40.4
749	2018/02/23	08:16:10	42.1
750	2018/02/23	08:16:11	40.8
751	2018/02/23	08:16:12	40.9
752	2018/02/23	08:16:13	41.5
753	2018/02/23	08:16:14	39.8
754	2018/02/23	08:16:15	39.1
755	2018/02/23	08:16:16	41.7
756	2018/02/23	08:16:17	40.1
757	2018/02/23	08:16:18	41.8
758	2018/02/23	08:16:19	40.6
759	2018/02/23	08:16:20	41.8
760	2018/02/23	08:16:21	41.1
761	2018/02/23	08:16:22	40.5
762	2018/02/23	08:16:23	41.9
763	2018/02/23	08:16:24	38.4
764	2018/02/23	08:16:25	40.3
765	2018/02/23	08:16:26	38.9
766	2018/02/23	08:16:27	38.1
767	2018/02/23	08:16:28	38.5
768	2018/02/23	08:16:29	37.8
769	2018/02/23	08:16:30	39.6
770	2018/02/23	08:16:31	37.7
771	2018/02/23	08:16:32	37.3
772	2018/02/23	08:16:33	52.5
773	2018/02/23	08:16:34	41.5
774	2018/02/23	08:16:35	38.1
775	2018/02/23	08:16:36	42.9
776	2018/02/23	08:16:37	38.9
777	2018/02/23	08:16:38	39.0
778	2018/02/23	08:16:39	44.6

779	2018/02/23	08:16:40	39.0
780	2018/02/23	08:16:41	40.9
781	2018/02/23	08:16:42	39.1
782	2018/02/23	08:16:43	37.5
783	2018/02/23	08:16:44	37.2
784	2018/02/23	08:16:45	36.6
785	2018/02/23	08:16:46	37.7
786	2018/02/23	08:16:47	36.9
787	2018/02/23	08:16:48	37.4
788	2018/02/23	08:16:49	36.9
789	2018/02/23	08:16:50	37.4
790	2018/02/23	08:16:51	36.8
791	2018/02/23	08:16:52	37.0
792	2018/02/23	08:16:53	36.8
793	2018/02/23	08:16:54	36.5
794	2018/02/23	08:16:55	36.6
795	2018/02/23	08:16:56	38.4
796	2018/02/23	08:16:57	38.7
797	2018/02/23	08:16:58	37.4
798	2018/02/23	08:16:59	38.2
799	2018/02/23	08:17:00	37.8
800	2018/02/23	08:17:01	39.2
801	2018/02/23	08:17:02	38.0
802	2018/02/23	08:17:03	36.9
803	2018/02/23	08:17:04	37.1
804	2018/02/23	08:17:05	36.8
805	2018/02/23	08:17:06	36.1
806	2018/02/23	08:17:07	36.6
807	2018/02/23	08:17:08	36.8
808	2018/02/23	08:17:09	37.1
809	2018/02/23	08:17:10	37.1
810	2018/02/23	08:17:11	38.3
811	2018/02/23	08:17:12	37.6
812	2018/02/23	08:17:13	36.3
813	2018/02/23	08:17:14	37.6
814	2018/02/23	08:17:15	36.0
815	2018/02/23	08:17:16	36.8
816	2018/02/23	08:17:17	39.0
817	2018/02/23	08:17:18	37.5
818	2018/02/23	08:17:19	36.2
819	2018/02/23	08:17:20	36.6
820	2018/02/23	08:17:21	37.8
821	2018/02/23	08:17:22	37.7
822	2018/02/23	08:17:23	37.9
823	2018/02/23	08:17:24	36.4
824	2018/02/23	08:17:25	39.3
825	2018/02/23	08:17:26	37.9
826	2018/02/23	08:17:27	38.1
827	2018/02/23	08:17:28	38.4
828	2018/02/23	08:17:29	36.1
829	2018/02/23	08:17:30	37.0
830	2018/02/23	08:17:31	36.5
831	2018/02/23	08:17:32	36.6
832	2018/02/23	08:17:33	36.1
833	2018/02/23	08:17:34	35.0
834	2018/02/23	08:17:35	36.4
835	2018/02/23	08:17:36	36.3
836	2018/02/23	08:17:37	37.9
837	2018/02/23	08:17:38	36.5
838	2018/02/23	08:17:39	37.4
839	2018/02/23	08:17:40	35.5
840	2018/02/23	08:17:41	36.9
841	2018/02/23	08:17:42	36.6
842	2018/02/23	08:17:43	35.0
843	2018/02/23	08:17:44	34.6
844	2018/02/23	08:17:45	36.0
845	2018/02/23	08:17:46	35.5
846	2018/02/23	08:17:47	37.9
847	2018/02/23	08:17:48	35.5
848	2018/02/23	08:17:49	35.3
849	2018/02/23	08:17:50	36.1
850	2018/02/23	08:17:51	36.6
851	2018/02/23	08:17:52	36.7
852	2018/02/23	08:17:53	35.6
853	2018/02/23	08:17:54	39.1
854	2018/02/23	08:17:55	36.1
855	2018/02/23	08:17:56	38.2
856	2018/02/23	08:17:57	35.9
857	2018/02/23	08:17:58	36.1
858	2018/02/23	08:17:59	36.8
859	2018/02/23	08:18:00	35.2
860	2018/02/23	08:18:01	35.6
861	2018/02/23	08:18:02	35.4
862	2018/02/23	08:18:03	35.8
863	2018/02/23	08:18:04	36.9
864	2018/02/23	08:18:05	36.0
865	2018/02/23	08:18:06	36.4
866	2018/02/23	08:18:07	37.3
867	2018/02/23	08:18:08	38.6
868	2018/02/23	08:18:09	36.2
869	2018/02/23	08:18:10	37.3
870	2018/02/23	08:18:11	37.4
871	2018/02/23	08:18:12	37.0
872	2018/02/23	08:18:13	38.5
873	2018/02/23	08:18:14	58.5
874	2018/02/23	08:18:15	55.8
875	2018/02/23	08:18:16	44.1
876	2018/02/23	08:18:17	40.6
877	2018/02/23	08:18:18	37.7

878	2018/02/23	08:18:19	41.7
879	2018/02/23	08:18:20	40.7
880	2018/02/23	08:18:21	40.9
881	2018/02/23	08:18:22	37.7
882	2018/02/23	08:18:23	39.4
883	2018/02/23	08:18:24	38.6
884	2018/02/23	08:18:25	41.6
885	2018/02/23	08:18:26	39.3
886	2018/02/23	08:18:27	37.8
887	2018/02/23	08:18:28	37.2
888	2018/02/23	08:18:29	35.9
889	2018/02/23	08:18:30	37.7
890	2018/02/23	08:18:31	36.1
891	2018/02/23	08:18:32	37.9
892	2018/02/23	08:18:33	38.8
893	2018/02/23	08:18:34	40.9
894	2018/02/23	08:18:35	49.6
895	2018/02/23	08:18:36	41.6
896	2018/02/23	08:18:37	37.9
897	2018/02/23	08:18:38	36.5
898	2018/02/23	08:18:39	37.8
899	2018/02/23	08:18:40	37.9
900	2018/02/23	08:18:41	37.2

Roadway Construction Noise Model (RCNM), Version 1.1

Report date: 03/01/2018
Case Description: Parker Flats - Arch Coating

**** Receptor #1 ****

Description	Land Use	Baselines (dBA)		
		Daytime	Evening	Night
Medical/Education Facilities	Residential	61.4	61.4	61.4

Equipment

Description	Impact Device	Usage (%)	Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Compressor (air)	No	40		77.7	150.0	0.0

Results

Equipment	Calculated (dBA)		Noise Limits (dBA)						Noise Limit Exceedance (dBA)					
			Day		Evening		Night		Day		Evening		Night	
	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq
Compressor (air)	68.1	64.1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total	68.1	64.1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Roadway Construction Noise Model (RCNM), Version 1.1

Report date: 03/01/2018
Case Description: Parker Flats - Paving

**** Receptor #1 ****

Description	Land Use	Baselines (dBA)		
		Daytime	Evening	Night
Medical/Education Facilities	Residential	61.4	61.4	61.4

Description	Impact Device	Usage (%)	Equipment		
			Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)
Roller	No	20		80.0	150.0
Roller	No	20		80.0	150.0
Paver	No	50		77.2	150.0
Paver	No	50		77.2	150.0
Generator	No	50		80.6	150.0
Pavement Scarafier	No	20		89.5	150.0

Results

Equipment	Calculated (dBA)		Noise Limits (dBA)						Noise Limit Exceedance (dBA)					
			Day		Evening		Night		Day		Evening		Night	
	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq
Roller	70.5	63.5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Roller	70.5	63.5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Paver	67.7	64.7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Paver	67.7	64.7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Generator	71.1	68.1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Pavement Scarafier	80.0	73.0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total	80.0	75.6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Roadway Construction Noise Model (RCNM), Version 1.1

Report date: 03/01/2018
Case Description: Parker Flats - Renovation

**** Receptor #1 ****

Description	Land Use	Baselines (dBA)		
		Daytime	Evening	Night
Medical/Education Facilities	Residential	61.4	61.4	61.4

Equipment						
Description	Impact Device	Usage (%)	Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Crane	No	16		80.6	150.0	0.0
Man Lift	No	20		74.7	150.0	0.0
Crane	No	16		80.6	150.0	0.0
Tractor	No	40	84.0		150.0	0.0
Generator	No	50		80.6	150.0	0.0
welder / Torch	No	40		74.0	150.0	0.0

Results

Equipment	calculated (dBA)		Noise Limits (dBA)						Noise Limit Exceedance (dBA)					
			Day		Evening		Night		Day		Evening		Night	
	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq
Crane	71.0	63.0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Man Lift	65.2	58.2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Crane	71.0	63.0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Tractor	74.5	70.5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Generator	71.1	68.1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
welder / Torch	64.5	60.5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total	74.5	73.7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Roadway Construction Noise Model (RCNM), Version 1.1

Report date: 03/01/2018
Case Description: Parker Flats - Site Prep

**** Receptor #1 ****

Description	Land Use	Baselines (dBA)		
		Daytime	Evening	Night
Medical/Education Facilities	Residential	61.4	61.4	61.4

Equipment						
Description	Impact Device	Usage (%)	Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Backhoe	No	40		77.6	150.0	0.0
Tractor	No	40	84.0		150.0	0.0
Tractor	No	40	84.0		150.0	0.0
Backhoe	No	40		77.6	150.0	0.0
Dozer	No	40		81.7	150.0	0.0
Dozer	No	40		81.7	150.0	0.0
Dozer	No	40		81.7	150.0	0.0

Results

Noise Limits (dBA)										Noise Limit Exceedance (dBA)					
Equipment		Calculated (dBA)		Day		Evening		Night		Day		Evening		Night	
		Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq
Backhoe		68.0	64.0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Tractor		74.5	70.5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Tractor		74.5	70.5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Backhoe		68.0	64.0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Dozer		72.1	68.1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Dozer		72.1	68.1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Dozer		72.1	68.1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total		74.5	76.7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Appendix C

CalEEMod Results

Parker Flats CE - Monterey County, Summary Report

Parker Flats CE
Monterey, Summary Report

1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Mid Rise	40.00	Dwelling Unit	4.90	39,289.00	114
Parking Lot	60.00	Space	0.54	24,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	3.6	Precipitation Freq (Days)	55
Climate Zone	4			Operational Year	2020
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MW hr)	641.35	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments

Only CalEEMod defaults were used.

Parker Flats CE - Monterey County, Summary Report

Project Characteristics -

Land Use - The lot is 4.9 acres

Construction Phase - Renovation takes the place of construction and architectural coating approximately 112 days.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment - Renovation adjusted for project.

Water And Wastewater -

Waste Mitigation -

2.0 Peak Daily Emissions**Peak Daily Construction Emissions****Peak Daily Construction Emissions**

		Unmitigated						Mitigated					
		ROG	NOX	CO	SO2	PM10	PM2.5	ROG	NOX	CO	SO2	PM10	PM2.5
Year	Phase	lb/day											
2018	Site Preparation	4.6698 W	48.3026 W	23.3552 S	0.0397 S	20.7924 S	12.3419 S	4.6698 W	48.3026 W	23.3552 S	0.0397 S	20.7924 S	12.3419 S
2018	Architectural Coating	4.8256 W	2.0519 W	2.2448 S	3.7300e-003 S	0.2169 S	0.1686 S	4.8256 W	2.0519 W	2.2448 S	3.7300e-003 S	0.2169 S	0.1686 S
2019	Architectural Coating	4.7884 W	1.8759 W	2.1869 S	3.7000e-003 S	0.1951 S	0.1467 S	4.7884 W	1.8759 W	2.1869 S	3.7000e-003 S	0.1951 S	0.1467 S
2018	Paving	1.7818 W	17.5786 W	15.2847 S	0.0238 S	1.0391 S	0.9022 S	1.7818 W	17.5786 W	15.2847 S	0.0238 S	1.0391 S	0.9022 S
	Peak Daily Total	4.8256 W	48.3026 W	23.3552 S	0.0397 S	20.7924 S	12.3419 S	4.8256 W	48.3026 W	23.3552 S	0.0397 S	20.7924 S	12.3419 S
	Air District Threshold												
	Exceed Significance?												

Parker Flats CE - Monterey County, Summary Report

Peak Daily Operational Emissions**Peak Daily Operational Emissions**

		Unmitigated						Mitigated					
		ROG	NOX	CO	SO2	PM10	PM2.5	ROG	NOX	CO	SO2	PM10	PM2.5
	Operational Activity	lb/day											
On-Site	Area	1.0881 S	0.0384 S	3.3172 S	1.7000e-004 S	0.0182 S	0.0182 S	1.0881 S	0.0384 S	3.3172 S	1.7000e-004 S	0.0182 S	0.0182 S
On-Site	Energy	0.0131 S	0.1118 S	0.0476 S	7.1000e-004 S	9.0400e-003 S	9.0400e-003 S	0.0131 S	0.1118 S	0.0476 S	7.1000e-004 S	9.0400e-003 S	9.0400e-003 S
Off-Site	Mobile	0.7389 S	3.1209 W	8.8175 W	0.0223 S	1.6566 W	0.4606 W	0.7389 S	3.1209 W	8.8175 W	0.0223 S	1.6566 W	0.4606 W
	Peak Daily Total	1.8402 S	3.2710 W	12.1823 W	0.0232 S	1.6839 W	0.4878 W	1.8402 S	3.2710 W	12.1823 W	0.0232 S	1.6839 W	0.4878 W
	Air District Threshold												
	Exceed Significance?												

3.0 Annual GHG Emissions**Annual GHG****Annual GHG**

		Unmitigated				Mitigated			
		CO2	CH4	N2O	CO2e	CO2	CH4	N2O	CO2e
GHG Activity	Year	MT/yr							
Construction	2018	114.0163	0.0242	0.0000	114.6212	114.0162	0.0242	0.0000	114.6211
Construction	2019	58.9906	9.7704e-003	0.0000	59.2349	58.9905	9.7704e-003	0.0000	59.2348
Operational	2020	438.6152	0.3286	3.0300e-003	447.7338	438.6152	0.3286	3.0300e-003	447.7338
	Total								
	Significance Threshold								
	Exceed Significance?								

Parker Flats CE - Monterey County, Annual

Parker Flats CE
Monterey County, Annual

1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Mid Rise	40.00	Dwelling Unit	4.90	39,289.00	114
Parking Lot	60.00	Space	0.54	24,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	3.6	Precipitation Freq (Days)	55
Climate Zone	4			Operational Year	2020
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MW hr)	641.35	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Parker Flats CE - Monterey County, Annual

Project Characteristics -

Land Use - The lot is 4.9 acres

Construction Phase - Renovation takes the place of construction and architectural coating approximately 112 days.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment - Renovation adjusted for project.

Water And Wastewater -

Waste Mitigation -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	20.00	112.00
tblConstructionPhase	NumDays	20.00	18.00
tblConstructionPhase	NumDays	230.00	104.00
tblConstructionPhase	PhaseEndDate	8/31/2018	3/5/2019
tblConstructionPhase	PhaseEndDate	8/31/2018	10/10/2018
tblConstructionPhase	PhaseEndDate	8/31/2018	9/15/2018
tblConstructionPhase	PhaseStartDate	9/1/2018	10/1/2018
tblConstructionPhase	PhaseStartDate	9/1/2018	9/16/2018
tblLandUse	BuildingSpaceSquareFeet	40,000.00	39,289.00
tblLandUse	LandUseSquareFeet	40,000.00	39,289.00
tblLandUse	LotAcreage	1.05	4.90
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	1.00
tblProjectCharacteristics	OperationalYear	2018	2020
tblTripsAndVMT	WorkerTripNumber	15.00	10.00

Parker Flats CE - Monterey County, Annual

2.0 Emissions Summary**2.1 Overall Construction****Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2018	0.2650	1.0057	0.7465	1.2800e-003	0.1044	0.0573	0.1617	0.0534	0.0540	0.1074	0.0000	114.0163	114.0163	0.0242	0.0000	114.6213
2019	0.1567	0.4300	0.3686	6.7000e-004	9.8000e-003	0.0241	0.0339	2.6300e-003	0.0230	0.0256	0.0000	58.9906	58.9906	9.7700e-003	0.0000	59.2349
Maximum	0.2650	1.0057	0.7465	1.2800e-003	0.1044	0.0573	0.1617	0.0534	0.0540	0.1074	0.0000	114.0163	114.0163	0.0242	0.0000	114.6213

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2018	0.2650	1.0057	0.7465	1.2800e-003	0.1044	0.0573	0.1617	0.0534	0.0540	0.1074	0.0000	114.0162	114.0162	0.0242	0.0000	114.6211
2019	0.1567	0.4300	0.3686	6.7000e-004	9.8000e-003	0.0241	0.0339	2.6300e-003	0.0230	0.0256	0.0000	58.9906	58.9906	9.7700e-003	0.0000	59.2349
Maximum	0.2650	1.0057	0.7465	1.2800e-003	0.1044	0.0573	0.1617	0.0534	0.0540	0.1074	0.0000	114.0162	114.0162	0.0242	0.0000	114.6211

Parker Flats CE - Monterey County, Annual

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	9-1-2018	11-30-2018	0.6062	0.6062
2	12-1-2018	2-28-2019	0.2166	0.2166
3	3-1-2019	5-31-2019	0.0119	0.0119
		Highest	0.6062	0.6062

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.1928	4.7900e-003	0.4147	2.0000e-005		2.2800e-003	2.2800e-003		2.2800e-003	2.2800e-003	0.0000	0.6753	0.6753	6.6000e-004	0.0000	0.6918
Energy	2.3900e-003	0.0204	8.6800e-003	1.3000e-004		1.6500e-003	1.6500e-003		1.6500e-003	1.6500e-003	0.0000	81.0996	81.0996	3.0500e-003	9.7000e-004	81.4652
Mobile	0.1230	0.5389	1.4865	3.7900e-003	0.2810	4.4000e-003	0.2854	0.0755	4.1400e-003	0.0796	0.0000	346.5031	346.5031	0.0190	0.0000	346.9779
Waste						0.0000	0.0000		0.0000	0.0000	3.7350	0.0000	3.7350	0.2207	0.0000	9.2534
Water						0.0000	0.0000		0.0000	0.0000	0.8268	5.7753	6.6021	0.0852	2.0600e-003	9.3454
Total	0.3181	0.5641	1.9098	3.9400e-003	0.2810	8.3300e-003	0.2893	0.0755	8.0700e-003	0.0835	4.5618	434.0533	438.6152	0.3286	3.0300e-003	447.7337

Parker Flats CE - Monterey County, Annual

2.2 Overall Operational**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.1928	4.7900e-003	0.4147	2.0000e-005		2.2800e-003	2.2800e-003		2.2800e-003	2.2800e-003	0.0000	0.6753	0.6753	6.6000e-004	0.0000	0.6918
Energy	2.3900e-003	0.0204	8.6800e-003	1.3000e-004		1.6500e-003	1.6500e-003		1.6500e-003	1.6500e-003	0.0000	81.0996	81.0996	3.0500e-003	9.7000e-004	81.4652
Mobile	0.1230	0.5389	1.4865	3.7900e-003	0.2810	4.4000e-003	0.2854	0.0755	4.1400e-003	0.0796	0.0000	346.5031	346.5031	0.0190	0.0000	346.9779
Waste						0.0000	0.0000		0.0000	0.0000	3.7350	0.0000	3.7350	0.2207	0.0000	9.2534
Water						0.0000	0.0000		0.0000	0.0000	0.8268	5.7753	6.6021	0.0852	2.0600e-003	9.3454
Total	0.3181	0.5641	1.9098	3.9400e-003	0.2810	8.3300e-003	0.2893	0.0755	8.0700e-003	0.0835	4.5618	434.0533	438.6152	0.3286	3.0300e-003	447.7337

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Parker Flats CE - Monterey County, Annual

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	9/1/2018	9/15/2018	5	10	
2	Architectural Coating	Architectural Coating	10/1/2018	3/5/2019	5	112	
3	Renovation	Building Construction	10/11/2018	3/5/2019	5	104	
4	Paving	Paving	9/16/2018	10/10/2018	5	18	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0.54

Residential Indoor: 79,560; Residential Outdoor: 26,520; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 1,440 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Renovation	Cranes	1	7.00	231	0.29
Renovation	Forklifts	2	8.00	89	0.20
Renovation	Generator Sets	1	8.00	84	0.74
Renovation	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Paving	Rollers	2	8.00	80	0.38
Renovation	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40

Trips and VMT

Parker Flats CE - Monterey County, Annual

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Architectural Coating	1	8.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Renovation	6	39.00	8.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Site Preparation - 2018

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0903	0.0000	0.0903	0.0497	0.0000	0.0497	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0228	0.2410	0.1124	1.9000e-004		0.0129	0.0129		0.0119	0.0119	0.0000	17.3800	17.3800	5.4100e-003	0.0000	17.5152
Total	0.0228	0.2410	0.1124	1.9000e-004	0.0903	0.0129	0.1032	0.0497	0.0119	0.0615	0.0000	17.3800	17.3800	5.4100e-003	0.0000	17.5152

Parker Flats CE - Monterey County, Annual

3.2 Site Preparation - 2018**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.9000e-004	4.7000e-004	4.1900e-003	1.0000e-005	7.2000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.7219	0.7219	4.0000e-005	0.0000	0.7229
Total	4.9000e-004	4.7000e-004	4.1900e-003	1.0000e-005	7.2000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.7219	0.7219	4.0000e-005	0.0000	0.7229

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0903	0.0000	0.0903	0.0497	0.0000	0.0497	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0228	0.2410	0.1124	1.9000e-004		0.0129	0.0129		0.0119	0.0119	0.0000	17.3799	17.3799	5.4100e-003	0.0000	17.5152
Total	0.0228	0.2410	0.1124	1.9000e-004	0.0903	0.0129	0.1032	0.0497	0.0119	0.0615	0.0000	17.3799	17.3799	5.4100e-003	0.0000	17.5152

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3.2 Site Preparation - 2018**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.9000e-004	4.7000e-004	4.1900e-003	1.0000e-005	7.2000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.7219	0.7219	4.0000e-005	0.0000	0.7229
Total	4.9000e-004	4.7000e-004	4.1900e-003	1.0000e-005	7.2000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.7219	0.7219	4.0000e-005	0.0000	0.7229

3.3 Architectural Coating - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.1478					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.8500e-003	0.0662	0.0612	1.0000e-004		4.9700e-003	4.9700e-003		4.9700e-003	4.9700e-003	0.0000	8.4258	8.4258	8.0000e-004	0.0000	8.4458
Total	0.1577	0.0662	0.0612	1.0000e-004		4.9700e-003	4.9700e-003		4.9700e-003	4.9700e-003	0.0000	8.4258	8.4258	8.0000e-004	0.0000	8.4458

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3.3 Architectural Coating - 2018**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.4300e-003	1.3800e-003	0.0123	2.0000e-005	2.1000e-003	2.0000e-005	2.1200e-003	5.6000e-004	2.0000e-005	5.8000e-004	0.0000	2.1177	2.1177	1.1000e-004	0.0000	2.1205
Total	1.4300e-003	1.3800e-003	0.0123	2.0000e-005	2.1000e-003	2.0000e-005	2.1200e-003	5.6000e-004	2.0000e-005	5.8000e-004	0.0000	2.1177	2.1177	1.1000e-004	0.0000	2.1205

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.1478					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.8500e-003	0.0662	0.0612	1.0000e-004		4.9700e-003	4.9700e-003		4.9700e-003	4.9700e-003	0.0000	8.4257	8.4257	8.0000e-004	0.0000	8.4458
Total	0.1577	0.0662	0.0612	1.0000e-004		4.9700e-003	4.9700e-003		4.9700e-003	4.9700e-003	0.0000	8.4257	8.4257	8.0000e-004	0.0000	8.4458

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3.3 Architectural Coating - 2018**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.4300e-003	1.3800e-003	0.0123	2.0000e-005	2.1000e-003	2.0000e-005	2.1200e-003	5.6000e-004	2.0000e-005	5.8000e-004	0.0000	2.1177	2.1177	1.1000e-004	0.0000	2.1205
Total	1.4300e-003	1.3800e-003	0.0123	2.0000e-005	2.1000e-003	2.0000e-005	2.1200e-003	5.6000e-004	2.0000e-005	5.8000e-004	0.0000	2.1177	2.1177	1.1000e-004	0.0000	2.1205

3.3 Architectural Coating - 2019**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.1030					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	6.1300e-003	0.0422	0.0424	7.0000e-005		2.9600e-003	2.9600e-003		2.9600e-003	2.9600e-003	0.0000	5.8725	5.8725	5.0000e-004	0.0000	5.8849
Total	0.1092	0.0422	0.0424	7.0000e-005		2.9600e-003	2.9600e-003		2.9600e-003	2.9600e-003	0.0000	5.8725	5.8725	5.0000e-004	0.0000	5.8849

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3.3 Architectural Coating - 2019**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.9000e-004	8.5000e-004	7.5600e-003	2.0000e-005	1.4600e-003	1.0000e-005	1.4800e-003	3.9000e-004	1.0000e-005	4.0000e-004	0.0000	1.4340	1.4340	7.0000e-005	0.0000	1.4357
Total	8.9000e-004	8.5000e-004	7.5600e-003	2.0000e-005	1.4600e-003	1.0000e-005	1.4800e-003	3.9000e-004	1.0000e-005	4.0000e-004	0.0000	1.4340	1.4340	7.0000e-005	0.0000	1.4357

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.1030					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	6.1300e-003	0.0422	0.0424	7.0000e-005		2.9600e-003	2.9600e-003		2.9600e-003	2.9600e-003	0.0000	5.8725	5.8725	5.0000e-004	0.0000	5.8849
Total	0.1092	0.0422	0.0424	7.0000e-005		2.9600e-003	2.9600e-003		2.9600e-003	2.9600e-003	0.0000	5.8725	5.8725	5.0000e-004	0.0000	5.8849

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3.3 Architectural Coating - 2019**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.9000e-004	8.5000e-004	7.5600e-003	2.0000e-005	1.4600e-003	1.0000e-005	1.4800e-003	3.9000e-004	1.0000e-005	4.0000e-004	0.0000	1.4340	1.4340	7.0000e-005	0.0000	1.4357
Total	8.9000e-004	8.5000e-004	7.5600e-003	2.0000e-005	1.4600e-003	1.0000e-005	1.4800e-003	3.9000e-004	1.0000e-005	4.0000e-004	0.0000	1.4340	1.4340	7.0000e-005	0.0000	1.4357

3.4 Renovation - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0590	0.4992	0.3561	5.8000e-004		0.0304	0.0304		0.0288	0.0288	0.0000	50.5065	50.5065	0.0112	0.0000	50.7853
Total	0.0590	0.4992	0.3561	5.8000e-004		0.0304	0.0304		0.0288	0.0288	0.0000	50.5065	50.5065	0.0112	0.0000	50.7853

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3.4 Renovation - 2018**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	1.4800e-003	0.0333	0.0102	7.0000e-005	1.5300e-003	3.0000e-004	1.8300e-003	4.4000e-004	2.9000e-004	7.3000e-004	0.0000	6.3396	6.3396	3.3000e-004	0.0000	6.3479
Worker	6.1200e-003	5.9300e-003	0.0527	1.0000e-004	8.9900e-003	9.0000e-005	9.0700e-003	2.3900e-003	8.0000e-005	2.4700e-003	0.0000	9.0724	9.0724	4.8000e-004	0.0000	9.0845
Total	7.6000e-003	0.0393	0.0630	1.7000e-004	0.0105	3.9000e-004	0.0109	2.8300e-003	3.7000e-004	3.2000e-003	0.0000	15.4120	15.4120	8.1000e-004	0.0000	15.4324

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0590	0.4992	0.3561	5.8000e-004		0.0304	0.0304		0.0288	0.0288	0.0000	50.5065	50.5065	0.0112	0.0000	50.7852
Total	0.0590	0.4992	0.3561	5.8000e-004		0.0304	0.0304		0.0288	0.0288	0.0000	50.5065	50.5065	0.0112	0.0000	50.7852

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3.4 Renovation - 2018**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	1.4800e-003	0.0333	0.0102	7.0000e-005	1.5300e-003	3.0000e-004	1.8300e-003	4.4000e-004	2.9000e-004	7.3000e-004	0.0000	6.3396	6.3396	3.3000e-004	0.0000	6.3479
Worker	6.1200e-003	5.9300e-003	0.0527	1.0000e-004	8.9900e-003	9.0000e-005	9.0700e-003	2.3900e-003	8.0000e-005	2.4700e-003	0.0000	9.0724	9.0724	4.8000e-004	0.0000	9.0845
Total	7.6000e-003	0.0393	0.0630	1.7000e-004	0.0105	3.9000e-004	0.0109	2.8300e-003	3.7000e-004	3.2000e-003	0.0000	15.4120	15.4120	8.1000e-004	0.0000	15.4324

3.4 Renovation - 2019**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0413	0.3579	0.2746	4.6000e-004		0.0208	0.0208		0.0198	0.0198	0.0000	39.6870	39.6870	8.6200e-003	0.0000	39.9025
Total	0.0413	0.3579	0.2746	4.6000e-004		0.0208	0.0208		0.0198	0.0198	0.0000	39.6870	39.6870	8.6200e-003	0.0000	39.9025

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3.4 Renovation - 2019**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	1.0200e-003	0.0250	7.1800e-003	5.0000e-005	1.2100e-003	1.9000e-004	1.4000e-003	3.5000e-004	1.9000e-004	5.4000e-004	0.0000	5.0064	5.0064	2.5000e-004	0.0000	5.0127
Worker	4.3400e-003	4.1300e-003	0.0369	8.0000e-005	7.1300e-003	7.0000e-005	7.1900e-003	1.9000e-003	6.0000e-005	1.9600e-003	0.0000	6.9907	6.9907	3.4000e-004	0.0000	6.9991
Total	5.3600e-003	0.0291	0.0440	1.3000e-004	8.3400e-003	2.6000e-004	8.5900e-003	2.2500e-003	2.5000e-004	2.5000e-003	0.0000	11.9971	11.9971	5.9000e-004	0.0000	12.0118

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0413	0.3579	0.2746	4.6000e-004		0.0208	0.0208		0.0198	0.0198	0.0000	39.6869	39.6869	8.6200e-003	0.0000	39.9025
Total	0.0413	0.3579	0.2746	4.6000e-004		0.0208	0.0208		0.0198	0.0198	0.0000	39.6869	39.6869	8.6200e-003	0.0000	39.9025

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3.4 Renovation - 2019**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	1.0200e-003	0.0250	7.1800e-003	5.0000e-005	1.2100e-003	1.9000e-004	1.4000e-003	3.5000e-004	1.9000e-004	5.4000e-004	0.0000	5.0064	5.0064	2.5000e-004	0.0000	5.0127
Worker	4.3400e-003	4.1300e-003	0.0369	8.0000e-005	7.1300e-003	7.0000e-005	7.1900e-003	1.9000e-003	6.0000e-005	1.9600e-003	0.0000	6.9907	6.9907	3.4000e-004	0.0000	6.9991
Total	5.3600e-003	0.0291	0.0440	1.3000e-004	8.3400e-003	2.6000e-004	8.5900e-003	2.2500e-003	2.5000e-004	2.5000e-003	0.0000	11.9971	11.9971	5.9000e-004	0.0000	12.0118

3.5 Paving - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0148	0.1577	0.1332	2.1000e-004		8.6100e-003	8.6100e-003		7.9200e-003	7.9200e-003	0.0000	18.7305	18.7305	5.8300e-003	0.0000	18.8762
Paving	7.1000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0155	0.1577	0.1332	2.1000e-004		8.6100e-003	8.6100e-003		7.9200e-003	7.9200e-003	0.0000	18.7305	18.7305	5.8300e-003	0.0000	18.8762

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3.5 Paving - 2018**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.9000e-004	4.7000e-004	4.1900e-003	1.0000e-005	7.2000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.7219	0.7219	4.0000e-005	0.0000	0.7229
Total	4.9000e-004	4.7000e-004	4.1900e-003	1.0000e-005	7.2000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.7219	0.7219	4.0000e-005	0.0000	0.7229

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0148	0.1577	0.1332	2.1000e-004		8.6100e-003	8.6100e-003		7.9200e-003	7.9200e-003	0.0000	18.7304	18.7304	5.8300e-003	0.0000	18.8762
Paving	7.1000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0155	0.1577	0.1332	2.1000e-004		8.6100e-003	8.6100e-003		7.9200e-003	7.9200e-003	0.0000	18.7304	18.7304	5.8300e-003	0.0000	18.8762

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3.5 Paving - 2018**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.9000e-004	4.7000e-004	4.1900e-003	1.0000e-005	7.2000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.7219	0.7219	4.0000e-005	0.0000	0.7229
Total	4.9000e-004	4.7000e-004	4.1900e-003	1.0000e-005	7.2000e-004	1.0000e-005	7.2000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.7219	0.7219	4.0000e-005	0.0000	0.7229

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.1230	0.5389	1.4865	3.7900e-003	0.2810	4.4000e-003	0.2854	0.0755	4.1400e-003	0.0796	0.0000	346.5031	346.5031	0.0190	0.0000	346.9779
Unmitigated	0.1230	0.5389	1.4865	3.7900e-003	0.2810	4.4000e-003	0.2854	0.0755	4.1400e-003	0.0796	0.0000	346.5031	346.5031	0.0190	0.0000	346.9779

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	266.00	255.60	234.40	749,031	749,031
Parking Lot	0.00	0.00	0.00		
Total	266.00	255.60	234.40	749,031	749,031

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	10.80	7.30	7.50	44.00	18.80	37.20	86	11	3
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.533135	0.030877	0.202665	0.141212	0.024955	0.006027	0.018072	0.025901	0.004150	0.002959	0.007890	0.001253	0.000905
Parking Lot	0.533135	0.030877	0.202665	0.141212	0.024955	0.006027	0.018072	0.025901	0.004150	0.002959	0.007890	0.001253	0.000905

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5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	57.4721	57.4721	2.6000e-003	5.4000e-004	57.6973
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	57.4721	57.4721	2.6000e-003	5.4000e-004	57.6973
NaturalGas Mitigated	2.3900e-003	0.0204	8.6800e-003	1.3000e-004		1.6500e-003	1.6500e-003		1.6500e-003	1.6500e-003	0.0000	23.6275	23.6275	4.5000e-004	4.3000e-004	23.7679
NaturalGas Unmitigated	2.3900e-003	0.0204	8.6800e-003	1.3000e-004		1.6500e-003	1.6500e-003		1.6500e-003	1.6500e-003	0.0000	23.6275	23.6275	4.5000e-004	4.3000e-004	23.7679

Parker Flats CE - Monterey County, Annual

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Mid Rise	442763	2.3900e-003	0.0204	8.6800e-003	1.3000e-004		1.6500e-003	1.6500e-003		1.6500e-003	1.6500e-003	0.0000	23.6275	23.6275	4.5000e-004	4.3000e-004	23.7679
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		2.3900e-003	0.0204	8.6800e-003	1.3000e-004		1.6500e-003	1.6500e-003		1.6500e-003	1.6500e-003	0.0000	23.6275	23.6275	4.5000e-004	4.3000e-004	23.7679

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Mid Rise	442763	2.3900e-003	0.0204	8.6800e-003	1.3000e-004		1.6500e-003	1.6500e-003		1.6500e-003	1.6500e-003	0.0000	23.6275	23.6275	4.5000e-004	4.3000e-004	23.7679
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		2.3900e-003	0.0204	8.6800e-003	1.3000e-004		1.6500e-003	1.6500e-003		1.6500e-003	1.6500e-003	0.0000	23.6275	23.6275	4.5000e-004	4.3000e-004	23.7679

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5.3 Energy by Land Use - Electricity**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Mid Rise	176439	51.3281	2.3200e-003	4.8000e-004	51.5292
Parking Lot	21120	6.1441	2.8000e-004	6.0000e-005	6.1681
Total		57.4721	2.6000e-003	5.4000e-004	57.6973

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Mid Rise	176439	51.3281	2.3200e-003	4.8000e-004	51.5292
Parking Lot	21120	6.1441	2.8000e-004	6.0000e-005	6.1681
Total		57.4721	2.6000e-003	5.4000e-004	57.6973

6.0 Area Detail**6.1 Mitigation Measures Area**

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.1928	4.7900e-003	0.4147	2.0000e-005		2.2800e-003	2.2800e-003		2.2800e-003	2.2800e-003	0.0000	0.6753	0.6753	6.6000e-004	0.0000	0.6918
Unmitigated	0.1928	4.7900e-003	0.4147	2.0000e-005		2.2800e-003	2.2800e-003		2.2800e-003	2.2800e-003	0.0000	0.6753	0.6753	6.6000e-004	0.0000	0.6918

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0251					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.1550					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0127	4.7900e-003	0.4147	2.0000e-005		2.2800e-003	2.2800e-003		2.2800e-003	2.2800e-003	0.0000	0.6753	0.6753	6.6000e-004	0.0000	0.6918
Total	0.1928	4.7900e-003	0.4147	2.0000e-005		2.2800e-003	2.2800e-003		2.2800e-003	2.2800e-003	0.0000	0.6753	0.6753	6.6000e-004	0.0000	0.6918

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6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0251					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.1550					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0127	4.7900e-003	0.4147	2.0000e-005		2.2800e-003	2.2800e-003		2.2800e-003	2.2800e-003	0.0000	0.6753	0.6753	6.6000e-004	0.0000	0.6918
Total	0.1928	4.7900e-003	0.4147	2.0000e-005		2.2800e-003	2.2800e-003		2.2800e-003	2.2800e-003	0.0000	0.6753	0.6753	6.6000e-004	0.0000	0.6918

7.0 Water Detail**7.1 Mitigation Measures Water**

Parker Flats CE - Monterey County, Annual

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	6.6021	0.0852	2.0600e-003	9.3454
Unmitigated	6.6021	0.0852	2.0600e-003	9.3454

7.2 Water by Land Use**Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	2.60616 / 1.64301	6.6021	0.0852	2.0600e-003	9.3454
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		6.6021	0.0852	2.0600e-003	9.3454

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7.2 Water by Land Use**Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	2.60616 / 1.64301	6.6021	0.0852	2.0600e-003	9.3454
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		6.6021	0.0852	2.0600e-003	9.3454

8.0 Waste Detail**8.1 Mitigation Measures Waste****Category/Year**

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	3.7350	0.2207	0.0000	9.2534
Unmitigated	3.7350	0.2207	0.0000	9.2534

Parker Flats CE - Monterey County, Annual

8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	18.4	3.7350	0.2207	0.0000	9.2534
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		3.7350	0.2207	0.0000	9.2534

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	18.4	3.7350	0.2207	0.0000	9.2534
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		3.7350	0.2207	0.0000	9.2534

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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Parker Flats CE - Monterey County, Annual

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Parker Flats CE - Monterey County, Summer

Parker Flats CE
Monterey County, Summer

1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Mid Rise	40.00	Dwelling Unit	4.90	39,289.00	114
Parking Lot	60.00	Space	0.54	24,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	3.6	Precipitation Freq (Days)	55
Climate Zone	4			Operational Year	2020
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MW hr)	641.35	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Parker Flats CE - Monterey County, Summer

Project Characteristics -

Land Use - The lot is 4.9 acres

Construction Phase - Renovation takes the place of construction and architectural coating approximately 112 days.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment - Renovation adjusted for project.

Water And Wastewater -

Waste Mitigation -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	20.00	112.00
tblConstructionPhase	NumDays	20.00	18.00
tblConstructionPhase	NumDays	230.00	104.00
tblConstructionPhase	PhaseEndDate	8/31/2018	3/5/2019
tblConstructionPhase	PhaseEndDate	8/31/2018	10/10/2018
tblConstructionPhase	PhaseEndDate	8/31/2018	9/15/2018
tblConstructionPhase	PhaseStartDate	9/1/2018	10/1/2018
tblConstructionPhase	PhaseStartDate	9/1/2018	9/16/2018
tblLandUse	BuildingSpaceSquareFeet	40,000.00	39,289.00
tblLandUse	LandUseSquareFeet	40,000.00	39,289.00
tblLandUse	LotAcreage	1.05	4.90
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	1.00
tblProjectCharacteristics	OperationalYear	2018	2020
tblTripsAndVMT	WorkerTripNumber	15.00	10.00

Parker Flats CE - Monterey County, Summer

2.0 Emissions Summary**2.1 Overall Construction (Maximum Daily Emission)****Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2018	7.1195	48.2813	23.3552	0.0397	18.2141	2.5783	20.7924	9.9699	2.3720	12.3419	0.0000	4,000.5929	4,000.5929	1.2017	0.0000	4,030.6359
2019	6.8122	18.6534	16.1060	0.0295	0.4402	1.0467	1.4869	0.1180	0.9997	1.1176	0.0000	2,855.0230	2,855.0230	0.4689	0.0000	2,866.7449
Maximum	7.1195	48.2813	23.3552	0.0397	18.2141	2.5783	20.7924	9.9699	2.3720	12.3419	0.0000	4,000.5929	4,000.5929	1.2017	0.0000	4,030.6359

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2018	7.1195	48.2813	23.3552	0.0397	18.2141	2.5783	20.7924	9.9699	2.3720	12.3419	0.0000	4,000.5929	4,000.5929	1.2017	0.0000	4,030.6359
2019	6.8122	18.6534	16.1060	0.0295	0.4402	1.0467	1.4869	0.1180	0.9997	1.1176	0.0000	2,855.0230	2,855.0230	0.4689	0.0000	2,866.7449
Maximum	7.1195	48.2813	23.3552	0.0397	18.2141	2.5783	20.7924	9.9699	2.3720	12.3419	0.0000	4,000.5929	4,000.5929	1.2017	0.0000	4,030.6359

Parker Flats CE - Monterey County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Parker Flats CE - Monterey County, Summer

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.0881	0.0384	3.3172	1.7000e-004		0.0182	0.0182		0.0182	0.0182	0.0000	5.9552	5.9552	5.8300e-003	0.0000	6.1010
Energy	0.0131	0.1118	0.0476	7.1000e-004		9.0400e-003	9.0400e-003		9.0400e-003	9.0400e-003		142.7116	142.7116	2.7400e-003	2.6200e-003	143.5597
Mobile	0.7389	2.8838	8.5205	0.0223	1.6317	0.0247	1.6564	0.4371	0.0232	0.4603		2,251.6934	2,251.6934	0.1193		2,254.6750
Total	1.8402	3.0339	11.8853	0.0232	1.6317	0.0519	1.6837	0.4371	0.0505	0.4876	0.0000	2,400.3603	2,400.3603	0.1278	2.6200e-003	2,404.3356

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.0881	0.0384	3.3172	1.7000e-004		0.0182	0.0182		0.0182	0.0182	0.0000	5.9552	5.9552	5.8300e-003	0.0000	6.1010
Energy	0.0131	0.1118	0.0476	7.1000e-004		9.0400e-003	9.0400e-003		9.0400e-003	9.0400e-003		142.7116	142.7116	2.7400e-003	2.6200e-003	143.5597
Mobile	0.7389	2.8838	8.5205	0.0223	1.6317	0.0247	1.6564	0.4371	0.0232	0.4603		2,251.6934	2,251.6934	0.1193		2,254.6750
Total	1.8402	3.0339	11.8853	0.0232	1.6317	0.0519	1.6837	0.4371	0.0505	0.4876	0.0000	2,400.3603	2,400.3603	0.1278	2.6200e-003	2,404.3356

Parker Flats CE - Monterey County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	9/1/2018	9/15/2018	5	10	
2	Architectural Coating	Architectural Coating	10/1/2018	3/5/2019	5	112	
3	Renovation	Building Construction	10/11/2018	3/5/2019	5	104	
4	Paving	Paving	9/16/2018	10/10/2018	5	18	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0.54

Residential Indoor: 79,560; Residential Outdoor: 26,520; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 1,440 (Architectural Coating – sqft)

OffRoad Equipment

Parker Flats CE - Monterey County, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Renovation	Cranes	1	7.00	231	0.29
Renovation	Forklifts	2	8.00	89	0.20
Renovation	Generator Sets	1	8.00	84	0.74
Renovation	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Paving	Rollers	2	8.00	80	0.38
Renovation	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Architectural Coating	1	8.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Renovation	6	39.00	8.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Parker Flats CE - Monterey County, Summer

3.2 Site Preparation - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	4.5627	48.1988	22.4763	0.0380		2.5769	2.5769		2.3708	2.3708		3,831.623 9	3,831.623 9	1.1928		3,861.444 8
Total	4.5627	48.1988	22.4763	0.0380	18.0663	2.5769	20.6432	9.9307	2.3708	12.3014		3,831.623 9	3,831.623 9	1.1928		3,861.444 8

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0979	0.0825	0.8789	1.7000e-003	0.1479	1.3800e-003	0.1493	0.0392	1.2800e-003	0.0405		168.9691	168.9691	8.8800e-003		169.1911
Total	0.0979	0.0825	0.8789	1.7000e-003	0.1479	1.3800e-003	0.1493	0.0392	1.2800e-003	0.0405		168.9691	168.9691	8.8800e-003		169.1911

Parker Flats CE - Monterey County, Summer

3.2 Site Preparation - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	4.5627	48.1988	22.4763	0.0380		2.5769	2.5769		2.3708	2.3708	0.0000	3,831.623 9	3,831.623 9	1.1928		3,861.444 8
Total	4.5627	48.1988	22.4763	0.0380	18.0663	2.5769	20.6432	9.9307	2.3708	12.3014	0.0000	3,831.623 9	3,831.623 9	1.1928		3,861.444 8

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0979	0.0825	0.8789	1.7000e-003	0.1479	1.3800e-003	0.1493	0.0392	1.2800e-003	0.0405		168.9691	168.9691	8.8800e-003		169.1911
Total	0.0979	0.0825	0.8789	1.7000e-003	0.1479	1.3800e-003	0.1493	0.0392	1.2800e-003	0.0405		168.9691	168.9691	8.8800e-003		169.1911

Parker Flats CE - Monterey County, Summer

3.3 Architectural Coating - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	4.4794					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2986	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506		281.4485	281.4485	0.0267		282.1171
Total	4.7780	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506		281.4485	281.4485	0.0267		282.1171

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0435	0.0367	0.3906	7.6000e-004	0.0657	6.1000e-004	0.0663	0.0174	5.7000e-004	0.0180		75.0974	75.0974	3.9500e-003		75.1960
Total	0.0435	0.0367	0.3906	7.6000e-004	0.0657	6.1000e-004	0.0663	0.0174	5.7000e-004	0.0180		75.0974	75.0974	3.9500e-003		75.1960

Parker Flats CE - Monterey County, Summer

3.3 Architectural Coating - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	4.4794					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2986	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506	0.0000	281.4485	281.4485	0.0267		282.1171
Total	4.7780	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506	0.0000	281.4485	281.4485	0.0267		282.1171

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0435	0.0367	0.3906	7.6000e-004	0.0657	6.1000e-004	0.0663	0.0174	5.7000e-004	0.0180		75.0974	75.0974	3.9500e-003		75.1960
Total	0.0435	0.0367	0.3906	7.6000e-004	0.0657	6.1000e-004	0.0663	0.0174	5.7000e-004	0.0180		75.0974	75.0974	3.9500e-003		75.1960

Parker Flats CE - Monterey County, Summer

3.3 Architectural Coating - 2019**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	4.4794					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2664	1.8354	1.8413	2.9700e-003		0.1288	0.1288		0.1288	0.1288		281.4481	281.4481	0.0238		282.0423
Total	4.7458	1.8354	1.8413	2.9700e-003		0.1288	0.1288		0.1288	0.1288		281.4481	281.4481	0.0238		282.0423

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0390	0.0322	0.3456	7.3000e-004	0.0657	5.9000e-004	0.0663	0.0174	5.4000e-004	0.0180		72.9697	72.9697	3.4800e-003		73.0566
Total	0.0390	0.0322	0.3456	7.3000e-004	0.0657	5.9000e-004	0.0663	0.0174	5.4000e-004	0.0180		72.9697	72.9697	3.4800e-003		73.0566

Parker Flats CE - Monterey County, Summer

3.3 Architectural Coating - 2019**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	4.4794					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2664	1.8354	1.8413	2.9700e-003		0.1288	0.1288		0.1288	0.1288	0.0000	281.4481	281.4481	0.0238		282.0423
Total	4.7458	1.8354	1.8413	2.9700e-003		0.1288	0.1288		0.1288	0.1288	0.0000	281.4481	281.4481	0.0238		282.0423

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0390	0.0322	0.3456	7.3000e-004	0.0657	5.9000e-004	0.0663	0.0174	5.4000e-004	0.0180		72.9697	72.9697	3.4800e-003		73.0566
Total	0.0390	0.0322	0.3456	7.3000e-004	0.0657	5.9000e-004	0.0663	0.0174	5.4000e-004	0.0180		72.9697	72.9697	3.4800e-003		73.0566

Parker Flats CE - Monterey County, Summer

3.4 Renovation - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0357	17.2135	12.2799	0.0200		1.0482	1.0482		0.9944	0.9944		1,919.7896	1,919.7896	0.4239		1,930.3859
Total	2.0357	17.2135	12.2799	0.0200		1.0482	1.0482		0.9944	0.9944		1,919.7896	1,919.7896	0.4239		1,930.3859

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0501	1.1303	0.3337	2.3200e-003	0.0541	0.0103	0.0644	0.0156	9.8900e-003	0.0255		243.7903	243.7903	0.0122		244.0945
Worker	0.2122	0.1787	1.9043	3.6900e-003	0.3204	3.0000e-003	0.3234	0.0850	2.7700e-003	0.0878		366.0996	366.0996	0.0192		366.5807
Total	0.2623	1.3090	2.2380	6.0100e-003	0.3745	0.0133	0.3878	0.1006	0.0127	0.1132		609.8900	609.8900	0.0314		610.6752

Parker Flats CE - Monterey County, Summer

3.4 Renovation - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0357	17.2135	12.2799	0.0200		1.0482	1.0482		0.9944	0.9944	0.0000	1,919.7896	1,919.7896	0.4239		1,930.3859
Total	2.0357	17.2135	12.2799	0.0200		1.0482	1.0482		0.9944	0.9944	0.0000	1,919.7896	1,919.7896	0.4239		1,930.3859

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0501	1.1303	0.3337	2.3200e-003	0.0541	0.0103	0.0644	0.0156	9.8900e-003	0.0255		243.7903	243.7903	0.0122		244.0945
Worker	0.2122	0.1787	1.9043	3.6900e-003	0.3204	3.0000e-003	0.3234	0.0850	2.7700e-003	0.0878		366.0996	366.0996	0.0192		366.5807
Total	0.2623	1.3090	2.2380	6.0100e-003	0.3745	0.0133	0.3878	0.1006	0.0127	0.1132		609.8900	609.8900	0.0314		610.6752

Parker Flats CE - Monterey County, Summer

3.4 Renovation - 2019**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7938	15.5601	11.9399	0.0200		0.9062	0.9062		0.8597	0.8597		1,902.0615	1,902.0615	0.4132		1,912.3909
Total	1.7938	15.5601	11.9399	0.0200		0.9062	0.9062		0.8597	0.8597		1,902.0615	1,902.0615	0.4132		1,912.3909

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0434	1.0687	0.2944	2.3100e-003	0.0541	8.3500e-003	0.0625	0.0156	7.9900e-003	0.0236		242.8163	242.8163	0.0115		243.1041
Worker	0.1901	0.1570	1.6848	3.5800e-003	0.3204	2.8800e-003	0.3233	0.0850	2.6600e-003	0.0876		355.7274	355.7274	0.0169		356.1509
Total	0.2335	1.2257	1.9792	5.8900e-003	0.3745	0.0112	0.3857	0.1006	0.0107	0.1112		598.5437	598.5437	0.0285		599.2550

Parker Flats CE - Monterey County, Summer

3.4 Renovation - 2019**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7938	15.5601	11.9399	0.0200		0.9062	0.9062		0.8597	0.8597	0.0000	1,902.0615	1,902.0615	0.4132		1,912.3909
Total	1.7938	15.5601	11.9399	0.0200		0.9062	0.9062		0.8597	0.8597	0.0000	1,902.0615	1,902.0615	0.4132		1,912.3909

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0434	1.0687	0.2944	2.3100e-003	0.0541	8.3500e-003	0.0625	0.0156	7.9900e-003	0.0236		242.8163	242.8163	0.0115		243.1041
Worker	0.1901	0.1570	1.6848	3.5800e-003	0.3204	2.8800e-003	0.3233	0.0850	2.6600e-003	0.0876		355.7274	355.7274	0.0169		356.1509
Total	0.2335	1.2257	1.9792	5.8900e-003	0.3745	0.0112	0.3857	0.1006	0.0107	0.1112		598.5437	598.5437	0.0285		599.2550

Parker Flats CE - Monterey County, Summer

3.5 Paving - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.6437	17.5209	14.7964	0.0228		0.9561	0.9561		0.8797	0.8797		2,294.0887	2,294.0887	0.7142		2,311.9432
Paving	0.0786					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.7223	17.5209	14.7964	0.0228		0.9561	0.9561		0.8797	0.8797		2,294.0887	2,294.0887	0.7142		2,311.9432

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0544	0.0458	0.4883	9.5000e-004	0.0822	7.7000e-004	0.0829	0.0218	7.1000e-004	0.0225		93.8717	93.8717	4.9300e-003		93.9951
Total	0.0544	0.0458	0.4883	9.5000e-004	0.0822	7.7000e-004	0.0829	0.0218	7.1000e-004	0.0225		93.8717	93.8717	4.9300e-003		93.9951

Parker Flats CE - Monterey County, Summer

3.5 Paving - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.6437	17.5209	14.7964	0.0228		0.9561	0.9561		0.8797	0.8797	0.0000	2,294.0887	2,294.0887	0.7142		2,311.9432
Paving	0.0786					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.7223	17.5209	14.7964	0.0228		0.9561	0.9561		0.8797	0.8797	0.0000	2,294.0887	2,294.0887	0.7142		2,311.9432

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0544	0.0458	0.4883	9.5000e-004	0.0822	7.7000e-004	0.0829	0.0218	7.1000e-004	0.0225		93.8717	93.8717	4.9300e-003		93.9951
Total	0.0544	0.0458	0.4883	9.5000e-004	0.0822	7.7000e-004	0.0829	0.0218	7.1000e-004	0.0225		93.8717	93.8717	4.9300e-003		93.9951

4.0 Operational Detail - Mobile

Parker Flats CE - Monterey County, Summer

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.7389	2.8838	8.5205	0.0223	1.6317	0.0247	1.6564	0.4371	0.0232	0.4603		2,251.6934	2,251.6934	0.1193		2,254.6750
Unmitigated	0.7389	2.8838	8.5205	0.0223	1.6317	0.0247	1.6564	0.4371	0.0232	0.4603		2,251.6934	2,251.6934	0.1193		2,254.6750

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	266.00	255.60	234.40	749,031	749,031
Parking Lot	0.00	0.00	0.00		
Total	266.00	255.60	234.40	749,031	749,031

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	10.80	7.30	7.50	44.00	18.80	37.20	86	11	3
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Parker Flats CE - Monterey County, Summer

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.533135	0.030877	0.202665	0.141212	0.024955	0.006027	0.018072	0.025901	0.004150	0.002959	0.007890	0.001253	0.000905
Parking Lot	0.533135	0.030877	0.202665	0.141212	0.024955	0.006027	0.018072	0.025901	0.004150	0.002959	0.007890	0.001253	0.000905

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0131	0.1118	0.0476	7.1000e-004		9.0400e-003	9.0400e-003		9.0400e-003	9.0400e-003		142.7116	142.7116	2.7400e-003	2.6200e-003	143.5597
NaturalGas Unmitigated	0.0131	0.1118	0.0476	7.1000e-004		9.0400e-003	9.0400e-003		9.0400e-003	9.0400e-003		142.7116	142.7116	2.7400e-003	2.6200e-003	143.5597

Parker Flats CE - Monterey County, Summer

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	1213.05	0.0131	0.1118	0.0476	7.1000e-004		9.0400e-003	9.0400e-003		9.0400e-003	9.0400e-003		142.7116	142.7116	2.7400e-003	2.6200e-003	143.5597
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0131	0.1118	0.0476	7.1000e-004		9.0400e-003	9.0400e-003		9.0400e-003	9.0400e-003		142.7116	142.7116	2.7400e-003	2.6200e-003	143.5597

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	1.21305	0.0131	0.1118	0.0476	7.1000e-004		9.0400e-003	9.0400e-003		9.0400e-003	9.0400e-003		142.7116	142.7116	2.7400e-003	2.6200e-003	143.5597
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0131	0.1118	0.0476	7.1000e-004		9.0400e-003	9.0400e-003		9.0400e-003	9.0400e-003		142.7116	142.7116	2.7400e-003	2.6200e-003	143.5597

6.0 Area Detail**6.1 Mitigation Measures Area**

Parker Flats CE - Monterey County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.0881	0.0384	3.3172	1.7000e-004		0.0182	0.0182		0.0182	0.0182	0.0000	5.9552	5.9552	5.8300e-003	0.0000	6.1010
Unmitigated	1.0881	0.0384	3.3172	1.7000e-004		0.0182	0.0182		0.0182	0.0182	0.0000	5.9552	5.9552	5.8300e-003	0.0000	6.1010

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1375					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.8493					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.1014	0.0384	3.3172	1.7000e-004		0.0182	0.0182		0.0182	0.0182		5.9552	5.9552	5.8300e-003		6.1010
Total	1.0881	0.0384	3.3172	1.7000e-004		0.0182	0.0182		0.0182	0.0182	0.0000	5.9552	5.9552	5.8300e-003	0.0000	6.1010

Parker Flats CE - Monterey County, Summer

6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1375					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.8493					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.1014	0.0384	3.3172	1.7000e-004		0.0182	0.0182		0.0182	0.0182		5.9552	5.9552	5.8300e-003		6.1010
Total	1.0881	0.0384	3.3172	1.7000e-004		0.0182	0.0182		0.0182	0.0182	0.0000	5.9552	5.9552	5.8300e-003	0.0000	6.1010

7.0 Water Detail**7.1 Mitigation Measures Water****8.0 Waste Detail****8.1 Mitigation Measures Waste****9.0 Operational Offroad**

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment

Parker Flats CE - Monterey County, Summer

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Parker Flats CE - Monterey County, Winter

Parker Flats CE
Monterey County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Mid Rise	40.00	Dwelling Unit	4.90	39,289.00	114
Parking Lot	60.00	Space	0.54	24,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	3.6	Precipitation Freq (Days)	55
Climate Zone	4			Operational Year	2020
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MW hr)	641.35	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Parker Flats CE - Monterey County, Winter

Project Characteristics -

Land Use - The lot is 4.9 acres

Construction Phase - Renovation takes the place of construction and architectural coating approximately 112 days.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment - Renovation adjusted for project.

Water And Wastewater -

Waste Mitigation -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	20.00	112.00
tblConstructionPhase	NumDays	20.00	18.00
tblConstructionPhase	NumDays	230.00	104.00
tblConstructionPhase	PhaseEndDate	8/31/2018	3/5/2019
tblConstructionPhase	PhaseEndDate	8/31/2018	10/10/2018
tblConstructionPhase	PhaseEndDate	8/31/2018	9/15/2018
tblConstructionPhase	PhaseStartDate	9/1/2018	10/1/2018
tblConstructionPhase	PhaseStartDate	9/1/2018	9/16/2018
tblLandUse	BuildingSpaceSquareFeet	40,000.00	39,289.00
tblLandUse	LandUseSquareFeet	40,000.00	39,289.00
tblLandUse	LotAcreage	1.05	4.90
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	2.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	1.00
tblProjectCharacteristics	OperationalYear	2018	2020
tblTripsAndVMT	WorkerTripNumber	15.00	10.00

Parker Flats CE - Monterey County, Winter

2.0 Emissions Summary**2.1 Overall Construction (Maximum Daily Emission)****Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2018	7.1459	48.3026	23.3516	0.0396	18.2141	2.5783	20.7924	9.9699	2.3720	12.3419	0.0000	3,989.863 1	3,989.863 1	1.2014	0.0000	4,019.898 0
2019	6.8351	18.7179	16.1246	0.0292	0.4402	1.0469	1.4871	0.1180	0.9998	1.1178	0.0000	2,820.909 7	2,820.909 7	0.4691	0.0000	2,832.636 5
Maximum	7.1459	48.3026	23.3516	0.0396	18.2141	2.5783	20.7924	9.9699	2.3720	12.3419	0.0000	3,989.863 1	3,989.863 1	1.2014	0.0000	4,019.898 0

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2018	7.1459	48.3026	23.3516	0.0396	18.2141	2.5783	20.7924	9.9699	2.3720	12.3419	0.0000	3,989.863 0	3,989.863 0	1.2014	0.0000	4,019.898 0
2019	6.8351	18.7179	16.1246	0.0292	0.4402	1.0469	1.4871	0.1180	0.9998	1.1178	0.0000	2,820.909 7	2,820.909 7	0.4691	0.0000	2,832.636 5
Maximum	7.1459	48.3026	23.3516	0.0396	18.2141	2.5783	20.7924	9.9699	2.3720	12.3419	0.0000	3,989.863 0	3,989.863 0	1.2014	0.0000	4,019.898 0

Parker Flats CE - Monterey County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Parker Flats CE - Monterey County, Winter

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.0881	0.0384	3.3172	1.7000e-004		0.0182	0.0182		0.0182	0.0182	0.0000	5.9552	5.9552	5.8300e-003	0.0000	6.1010
Energy	0.0131	0.1118	0.0476	7.1000e-004		9.0400e-003	9.0400e-003		9.0400e-003	9.0400e-003		142.7116	142.7116	2.7400e-003	2.6200e-003	143.5597
Mobile	0.6951	3.1209	8.8175	0.0212	1.6317	0.0249	1.6566	0.4371	0.0234	0.4606		2,133.4579	2,133.4579	0.1202		2,136.4617
Total	1.7963	3.2710	12.1823	0.0221	1.6317	0.0522	1.6839	0.4371	0.0507	0.4878	0.0000	2,282.1248	2,282.1248	0.1287	2.6200e-003	2,286.1223

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.0881	0.0384	3.3172	1.7000e-004		0.0182	0.0182		0.0182	0.0182	0.0000	5.9552	5.9552	5.8300e-003	0.0000	6.1010
Energy	0.0131	0.1118	0.0476	7.1000e-004		9.0400e-003	9.0400e-003		9.0400e-003	9.0400e-003		142.7116	142.7116	2.7400e-003	2.6200e-003	143.5597
Mobile	0.6951	3.1209	8.8175	0.0212	1.6317	0.0249	1.6566	0.4371	0.0234	0.4606		2,133.4579	2,133.4579	0.1202		2,136.4617
Total	1.7963	3.2710	12.1823	0.0221	1.6317	0.0522	1.6839	0.4371	0.0507	0.4878	0.0000	2,282.1248	2,282.1248	0.1287	2.6200e-003	2,286.1223

Parker Flats CE - Monterey County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	9/1/2018	9/15/2018	5	10	
2	Architectural Coating	Architectural Coating	10/1/2018	3/5/2019	5	112	
3	Renovation	Building Construction	10/11/2018	3/5/2019	5	104	
4	Paving	Paving	9/16/2018	10/10/2018	5	18	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 0

Acres of Paving: 0.54

Residential Indoor: 79,560; Residential Outdoor: 26,520; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 1,440 (Architectural Coating – sqft)

OffRoad Equipment

Parker Flats CE - Monterey County, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Renovation	Cranes	1	7.00	231	0.29
Renovation	Forklifts	2	8.00	89	0.20
Renovation	Generator Sets	1	8.00	84	0.74
Renovation	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Paving	Rollers	2	8.00	80	0.38
Renovation	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Architectural Coating	1	8.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Renovation	6	39.00	8.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Parker Flats CE - Monterey County, Winter

3.2 Site Preparation - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	4.5627	48.1988	22.4763	0.0380		2.5769	2.5769		2.3708	2.3708		3,831.623 9	3,831.623 9	1.1928		3,861.444 8
Total	4.5627	48.1988	22.4763	0.0380	18.0663	2.5769	20.6432	9.9307	2.3708	12.3014		3,831.623 9	3,831.623 9	1.1928		3,861.444 8

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.1071	0.1038	0.8753	1.5900e-003	0.1479	1.3800e-003	0.1493	0.0392	1.2800e-003	0.0405		158.2392	158.2392	8.5600e-003		158.4532
Total	0.1071	0.1038	0.8753	1.5900e-003	0.1479	1.3800e-003	0.1493	0.0392	1.2800e-003	0.0405		158.2392	158.2392	8.5600e-003		158.4532

Parker Flats CE - Monterey County, Winter

3.2 Site Preparation - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	4.5627	48.1988	22.4763	0.0380		2.5769	2.5769		2.3708	2.3708	0.0000	3,831.623 9	3,831.623 9	1.1928		3,861.444 8
Total	4.5627	48.1988	22.4763	0.0380	18.0663	2.5769	20.6432	9.9307	2.3708	12.3014	0.0000	3,831.623 9	3,831.623 9	1.1928		3,861.444 8

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.1071	0.1038	0.8753	1.5900e-003	0.1479	1.3800e-003	0.1493	0.0392	1.2800e-003	0.0405		158.2392	158.2392	8.5600e-003		158.4532
Total	0.1071	0.1038	0.8753	1.5900e-003	0.1479	1.3800e-003	0.1493	0.0392	1.2800e-003	0.0405		158.2392	158.2392	8.5600e-003		158.4532

Parker Flats CE - Monterey County, Winter

3.3 Architectural Coating - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	4.4794					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2986	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506		281.4485	281.4485	0.0267		282.1171
Total	4.7780	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506		281.4485	281.4485	0.0267		282.1171

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0476	0.0461	0.3890	7.1000e-004	0.0657	6.1000e-004	0.0663	0.0174	5.7000e-004	0.0180		70.3285	70.3285	3.8000e-003		70.4236
Total	0.0476	0.0461	0.3890	7.1000e-004	0.0657	6.1000e-004	0.0663	0.0174	5.7000e-004	0.0180		70.3285	70.3285	3.8000e-003		70.4236

Parker Flats CE - Monterey County, Winter

3.3 Architectural Coating - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	4.4794					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2986	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506	0.0000	281.4485	281.4485	0.0267		282.1171
Total	4.7780	2.0058	1.8542	2.9700e-003		0.1506	0.1506		0.1506	0.1506	0.0000	281.4485	281.4485	0.0267		282.1171

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0476	0.0461	0.3890	7.1000e-004	0.0657	6.1000e-004	0.0663	0.0174	5.7000e-004	0.0180		70.3285	70.3285	3.8000e-003		70.4236
Total	0.0476	0.0461	0.3890	7.1000e-004	0.0657	6.1000e-004	0.0663	0.0174	5.7000e-004	0.0180		70.3285	70.3285	3.8000e-003		70.4236

Parker Flats CE - Monterey County, Winter

3.3 Architectural Coating - 2019**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	4.4794					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2664	1.8354	1.8413	2.9700e-003		0.1288	0.1288		0.1288	0.1288		281.4481	281.4481	0.0238		282.0423
Total	4.7458	1.8354	1.8413	2.9700e-003		0.1288	0.1288		0.1288	0.1288		281.4481	281.4481	0.0238		282.0423

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0425	0.0406	0.3420	6.9000e-004	0.0657	5.9000e-004	0.0663	0.0174	5.4000e-004	0.0180		68.3276	68.3276	3.3400e-003		68.4111
Total	0.0425	0.0406	0.3420	6.9000e-004	0.0657	5.9000e-004	0.0663	0.0174	5.4000e-004	0.0180		68.3276	68.3276	3.3400e-003		68.4111

Parker Flats CE - Monterey County, Winter

3.3 Architectural Coating - 2019**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	4.4794					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2664	1.8354	1.8413	2.9700e-003		0.1288	0.1288		0.1288	0.1288	0.0000	281.4481	281.4481	0.0238		282.0423
Total	4.7458	1.8354	1.8413	2.9700e-003		0.1288	0.1288		0.1288	0.1288	0.0000	281.4481	281.4481	0.0238		282.0423

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0425	0.0406	0.3420	6.9000e-004	0.0657	5.9000e-004	0.0663	0.0174	5.4000e-004	0.0180		68.3276	68.3276	3.3400e-003		68.4111
Total	0.0425	0.0406	0.3420	6.9000e-004	0.0657	5.9000e-004	0.0663	0.0174	5.4000e-004	0.0180		68.3276	68.3276	3.3400e-003		68.4111

Parker Flats CE - Monterey County, Winter

3.4 Renovation - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0357	17.2135	12.2799	0.0200		1.0482	1.0482		0.9944	0.9944		1,919.7896	1,919.7896	0.4239		1,930.3859
Total	2.0357	17.2135	12.2799	0.0200		1.0482	1.0482		0.9944	0.9944		1,919.7896	1,919.7896	0.4239		1,930.3859

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0527	1.1488	0.3775	2.2600e-003	0.0541	0.0105	0.0646	0.0156	0.0101	0.0257		237.0913	237.0913	0.0132		237.4207
Worker	0.2320	0.2249	1.8964	3.4500e-003	0.3204	3.0000e-003	0.3234	0.0850	2.7700e-003	0.0878		342.8516	342.8516	0.0186		343.3152
Total	0.2846	1.3737	2.2738	5.7100e-003	0.3745	0.0135	0.3880	0.1006	0.0129	0.1134		579.9428	579.9428	0.0317		580.7359

Parker Flats CE - Monterey County, Winter

3.4 Renovation - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0357	17.2135	12.2799	0.0200		1.0482	1.0482		0.9944	0.9944	0.0000	1,919.7896	1,919.7896	0.4239		1,930.3859
Total	2.0357	17.2135	12.2799	0.0200		1.0482	1.0482		0.9944	0.9944	0.0000	1,919.7896	1,919.7896	0.4239		1,930.3859

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0527	1.1488	0.3775	2.2600e-003	0.0541	0.0105	0.0646	0.0156	0.0101	0.0257		237.0913	237.0913	0.0132		237.4207
Worker	0.2320	0.2249	1.8964	3.4500e-003	0.3204	3.0000e-003	0.3234	0.0850	2.7700e-003	0.0878		342.8516	342.8516	0.0186		343.3152
Total	0.2846	1.3737	2.2738	5.7100e-003	0.3745	0.0135	0.3880	0.1006	0.0129	0.1134		579.9428	579.9428	0.0317		580.7359

Parker Flats CE - Monterey County, Winter

3.4 Renovation - 2019**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7938	15.5601	11.9399	0.0200		0.9062	0.9062		0.8597	0.8597		1,902.0615	1,902.0615	0.4132		1,912.3909
Total	1.7938	15.5601	11.9399	0.0200		0.9062	0.9062		0.8597	0.8597		1,902.0615	1,902.0615	0.4132		1,912.3909

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0457	1.0842	0.3343	2.2400e-003	0.0541	8.5400e-003	0.0626	0.0156	8.1600e-003	0.0237		235.9754	235.9754	0.0125		236.2882
Worker	0.2073	0.1977	1.6671	3.3500e-003	0.3204	2.8800e-003	0.3233	0.0850	2.6600e-003	0.0876		333.0971	333.0971	0.0163		333.5040
Total	0.2529	1.2819	2.0014	5.5900e-003	0.3745	0.0114	0.3859	0.1006	0.0108	0.1114		569.0725	569.0725	0.0288		569.7922

Parker Flats CE - Monterey County, Winter

3.4 Renovation - 2019**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7938	15.5601	11.9399	0.0200		0.9062	0.9062		0.8597	0.8597	0.0000	1,902.0615	1,902.0615	0.4132		1,912.3909
Total	1.7938	15.5601	11.9399	0.0200		0.9062	0.9062		0.8597	0.8597	0.0000	1,902.0615	1,902.0615	0.4132		1,912.3909

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0457	1.0842	0.3343	2.2400e-003	0.0541	8.5400e-003	0.0626	0.0156	8.1600e-003	0.0237		235.9754	235.9754	0.0125		236.2882
Worker	0.2073	0.1977	1.6671	3.3500e-003	0.3204	2.8800e-003	0.3233	0.0850	2.6600e-003	0.0876		333.0971	333.0971	0.0163		333.5040
Total	0.2529	1.2819	2.0014	5.5900e-003	0.3745	0.0114	0.3859	0.1006	0.0108	0.1114		569.0725	569.0725	0.0288		569.7922

Parker Flats CE - Monterey County, Winter

3.5 Paving - 2018**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.6437	17.5209	14.7964	0.0228		0.9561	0.9561		0.8797	0.8797		2,294.0887	2,294.0887	0.7142		2,311.9432
Paving	0.0786					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.7223	17.5209	14.7964	0.0228		0.9561	0.9561		0.8797	0.8797		2,294.0887	2,294.0887	0.7142		2,311.9432

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0595	0.0577	0.4863	8.9000e-004	0.0822	7.7000e-004	0.0829	0.0218	7.1000e-004	0.0225		87.9107	87.9107	4.7600e-003		88.0295
Total	0.0595	0.0577	0.4863	8.9000e-004	0.0822	7.7000e-004	0.0829	0.0218	7.1000e-004	0.0225		87.9107	87.9107	4.7600e-003		88.0295

Parker Flats CE - Monterey County, Winter

3.5 Paving - 2018**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.6437	17.5209	14.7964	0.0228		0.9561	0.9561		0.8797	0.8797	0.0000	2,294.0887	2,294.0887	0.7142		2,311.9432
Paving	0.0786					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.7223	17.5209	14.7964	0.0228		0.9561	0.9561		0.8797	0.8797	0.0000	2,294.0887	2,294.0887	0.7142		2,311.9432

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0595	0.0577	0.4863	8.9000e-004	0.0822	7.7000e-004	0.0829	0.0218	7.1000e-004	0.0225		87.9107	87.9107	4.7600e-003		88.0295
Total	0.0595	0.0577	0.4863	8.9000e-004	0.0822	7.7000e-004	0.0829	0.0218	7.1000e-004	0.0225		87.9107	87.9107	4.7600e-003		88.0295

4.0 Operational Detail - Mobile

Parker Flats CE - Monterey County, Winter

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.6951	3.1209	8.8175	0.0212	1.6317	0.0249	1.6566	0.4371	0.0234	0.4606		2,133.4579	2,133.4579	0.1202		2,136.4617
Unmitigated	0.6951	3.1209	8.8175	0.0212	1.6317	0.0249	1.6566	0.4371	0.0234	0.4606		2,133.4579	2,133.4579	0.1202		2,136.4617

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	266.00	255.60	234.40	749,031	749,031
Parking Lot	0.00	0.00	0.00		
Total	266.00	255.60	234.40	749,031	749,031

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	10.80	7.30	7.50	44.00	18.80	37.20	86	11	3
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Parker Flats CE - Monterey County, Winter

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.533135	0.030877	0.202665	0.141212	0.024955	0.006027	0.018072	0.025901	0.004150	0.002959	0.007890	0.001253	0.000905
Parking Lot	0.533135	0.030877	0.202665	0.141212	0.024955	0.006027	0.018072	0.025901	0.004150	0.002959	0.007890	0.001253	0.000905

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0131	0.1118	0.0476	7.1000e-004		9.0400e-003	9.0400e-003		9.0400e-003	9.0400e-003		142.7116	142.7116	2.7400e-003	2.6200e-003	143.5597
NaturalGas Unmitigated	0.0131	0.1118	0.0476	7.1000e-004		9.0400e-003	9.0400e-003		9.0400e-003	9.0400e-003		142.7116	142.7116	2.7400e-003	2.6200e-003	143.5597

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5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	1213.05	0.0131	0.1118	0.0476	7.1000e-004		9.0400e-003	9.0400e-003		9.0400e-003	9.0400e-003		142.7116	142.7116	2.7400e-003	2.6200e-003	143.5597
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0131	0.1118	0.0476	7.1000e-004		9.0400e-003	9.0400e-003		9.0400e-003	9.0400e-003		142.7116	142.7116	2.7400e-003	2.6200e-003	143.5597

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	1.21305	0.0131	0.1118	0.0476	7.1000e-004		9.0400e-003	9.0400e-003		9.0400e-003	9.0400e-003		142.7116	142.7116	2.7400e-003	2.6200e-003	143.5597
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0131	0.1118	0.0476	7.1000e-004		9.0400e-003	9.0400e-003		9.0400e-003	9.0400e-003		142.7116	142.7116	2.7400e-003	2.6200e-003	143.5597

6.0 Area Detail**6.1 Mitigation Measures Area**

Parker Flats CE - Monterey County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.0881	0.0384	3.3172	1.7000e-004		0.0182	0.0182		0.0182	0.0182	0.0000	5.9552	5.9552	5.8300e-003	0.0000	6.1010
Unmitigated	1.0881	0.0384	3.3172	1.7000e-004		0.0182	0.0182		0.0182	0.0182	0.0000	5.9552	5.9552	5.8300e-003	0.0000	6.1010

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1375					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.8493					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.1014	0.0384	3.3172	1.7000e-004		0.0182	0.0182		0.0182	0.0182		5.9552	5.9552	5.8300e-003		6.1010
Total	1.0881	0.0384	3.3172	1.7000e-004		0.0182	0.0182		0.0182	0.0182	0.0000	5.9552	5.9552	5.8300e-003	0.0000	6.1010

Parker Flats CE - Monterey County, Winter

6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1375					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.8493					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.1014	0.0384	3.3172	1.7000e-004		0.0182	0.0182		0.0182	0.0182		5.9552	5.9552	5.8300e-003		6.1010
Total	1.0881	0.0384	3.3172	1.7000e-004		0.0182	0.0182		0.0182	0.0182	0.0000	5.9552	5.9552	5.8300e-003	0.0000	6.1010

7.0 Water Detail**7.1 Mitigation Measures Water****8.0 Waste Detail****8.1 Mitigation Measures Waste****9.0 Operational Offroad**

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment

Parker Flats CE - Monterey County, Winter

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation
